



CITY COUNCIL REGULAR MEETING

Monday, December 12, 2022 at 6:30 PM
City Council Chambers | 202 N. Virginia Street, Port Lavaca TX 77979

PUBLIC NOTICE OF MEETING

The following item will be addressed at this or any other meeting of the city council upon the request of the mayor, any member(s) of council and/or the city attorney:

Announcement by the mayor that council will retire into closed session for consultation with city attorney on matters in which the duty of the attorney to the city council under the Texas disciplinary rules of professional conduct of the state bar of Texas clearly conflicts with the open meetings act (title 5, chapter 551, section 551.071(2) of the Texas government code).

(All matters listed under the consent agenda item are routine by the city council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.)

AGENDA

Council will consider/discuss the following items and take any action deemed necessary.

COVID-19 MEETING PROCEDURE

Public notice is hereby given that the City Council of the City of Port Lavaca, Texas, will hold a regular meeting MONDAY, DECEMBER 12, 2022 beginning at 6:30 p.m., at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas to consider the following items of business:

Due to COVID-19 concerns, social distancing guidelines will be encouraged for in-person attendance. The meeting will also be available via the video conferencing application "ZOOM".

Join Zoom Meeting:

<https://us02web.zoom.us/j/82163439447?pwd=UFFTbHNzRE10Y2s3UmtaTU9hY3pqUT09>

Meeting ID: 821 6343 9447

Passcode: 634453

One Tap Mobile

+13462487799,,82182482989#,,, *912619# US (Houston)

Dial by your location

+1 346 248 7799 US (Houston)

I. ROLL CALL**II. CALL TO ORDER****III. INVOCATION****IV. PLEDGE OF ALLEGIANCE****V. PRESENTATION(S)****VI. COMMENTS FROM THE PUBLIC** - *Limited to 3 minutes per individual unless permission to speak longer is received in advance. You may make public comments as you would at a meeting on Zoom by logging on with your computer and/or smart phone as described in the zoom invitation below or on Facebook Live through the comment section, which will be monitored and answered. As appropriate.***VII. CONSENT AGENDA** - *Council will consider/discuss the following items and take any action deemed necessary*

A. Minutes of November 14, 2022 Regular Meeting

B. Review of the Credit Card Statement

C. Receive monthly Financial Highlight Report

D. Ratify GLO Contract #20-065-071-C198 CDBG-DR Amendment No. 1 for Phase 2 Construction contract to Lester Contracting, Inc.

E. Ratify Agreement between City and Chamber of Commerce for Event Management and Marketing Services for FY 2021 through FY 2023 that was discussed at the June 20, 2020 Council Workshop.

VIII. ACTION ITEMS - *Council will consider/discuss the following items and take any action deemed necessary*

1. City of Port Lavaca will hold a Public Hearing regarding the submission of an application to the Texas Department of Agriculture for one or more Texas Community Development Block Grant Program (TxCDBG) grants for Program Year 2023. Presenter is GrantWorks Rep

2. Review results of Cyber Security assessment from VC3, Inc. Presenter is Susan Lang

3. Consider award of a Professional Services Agreement between the City of Port Lavaca and VC3, Inc. for Information Technology (IT) Manage Services; associated Budget Amendment to fund additional services for FY 2023 and authorize Interim City Manager to electronically execute. Presenter is Susan Lang

4. Consider termination of Fiscal Year-End (FYE) 2021-2023 Chamber of Commerce Events/Marketing Agreement and approve a new Fiscal Year (FY) 2022-2023 Chamber of Commerce Events/Marketing Agreement, which adds a Communications Services Clause. Presenter is Jody Weaver

5. Consider cost savings to provide a chain-link fence instead of a 3-rail aluminum fence at the Skate Park. Presenter is Jody Weaver

6. Consider award of Buyboard Contract No. 581-19 to Brown and Root for the City of Port Lavaca Animal Shelter. Presenter is Jody Weaver

7. Consider approval of AECOM Task Order No. 5 for the following Scope of Work: City of Port Lavaca Lynn's Bayou Wastewater Treatment Plant Expansion; Basic Services Items 1, 2, 3, in the total amount of \$494,588.00; authorize Budget Amendment for loan to Public Utility Fund from General Fund in the same amount and authorize a Notice to Proceed on December 13, 2022. Presenter is Wayne Shaffer
8. Consider approval of AECOM Task Order No. 6 for Bid and Construction Phase Services for the Lynn's Bayou Wastewater Treatment Plant Improvement project, in the amount of \$127,317.00. Presenter is Wayne Shaffer
9. Consider Second and Final Reading of an Ordinance (G-9-22) of the City of Port Lavaca amending the Code of Ordinances, Chapter 12 Buildings and Building Regulations, Sec. 12-21, to provide a Temporary Housing Permit to allow placement of a Recreational Vehicle (RV) on site of an active residential permit for up to 180 days; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith
10. Consider Second and Final Reading of an Ordinance (G-10-22) of the City of Port Lavaca repealing Chapter 26 of the City of Port Lavaca Code of Ordinances and adopting a New Chapter 26 of the City of Port Lavaca, Texas Code of Ordinances, Regulating Manufactured Housing and Recreational Vehicles (RV), Manufactured Housing Subdivisions, Manufactured Housing Parks, Recreational Vehicle Parks; Providing for Permits; Setting Fees; Establishing an Appeals Process; Setting Penalties for Violations; Providing a Repealing Clause; Providing a Severability Clause; and Setting an effective date. Presenter Is Derrick Smith
11. Consider First Reading of an Ordinance (G-11-22) of the City of Port Lavaca amending the Code of Ordinances, Part II, Appendix A – Fees, Rates and Charges (Chapter 12 – Buildings and Building Regulations, Sec. 12-1 Construction Code Services: Fee Table 3 – Construction or Improvement of a Residential Dwelling) and providing an effective date. Presenter is Derrick Smith
12. Receive Budget Report from Undine for the Treatment of Raw Water within City of Port Lavaca jurisdiction for the 2023 Fiscal Year. Presenter is Jody Weaver
13. Consider First Reading of an Ordinance (G-12-22) of the City of Port Lavaca amending the Code of Ordinances, Part II, Appendix A – Fees, Rates and Charges (Chapter 50 – Utilities, Sec. 50-67 Water User Rates) and providing an effective date. Presenter is Susan Lang
14. Consider request of Martin Perez of 1317 Burkedale Dr. for a variance request to City Code of Ordinance Chapter 12 Building and Building Regulation, Article II Building Trade Codes, Section 12-24 Building Setbacks. Presenter is Derrick Smith
15. Receive notification in accordance with Item 2 of the Fourth Amendment to the Municipal Contract between BFI Waste Services of Texas, LP d/b/a Republic Services of Corpus Christi and the City of Port Lavaca, submission of annual letter reflecting a 4.00% increase in the Base Rate for commercial services only to become effective February 1, 2023. Presenter is Jody Weaver

16. Announcement by Mayor that City Council will retire into closed session:

- For consultation with City Attorney on matters in which the duty of the Attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act (Title 5, Chapter 551, Section 551.071(2) of the Texas Government Code). Presenter is Mayor Whitlow

17. Return to Open Session and take any action deemed necessary with regard to matters in closed session. Presenter is Mayor Whitlow

IX. ADJOURNMENT

CERTIFICATION OF POSTING NOTICE

This is to certify that the above notice of a regular meeting of The City Council of The City of Port Lavaca, scheduled for **Monday, December 12, 2022**, beginning at 6:30 p.m., was posted at city hall, easily accessible to the public, as of **5:00 p.m. Friday, December 9, 2022**.

Mandy Grant, *City Secretary*

ADA NOTICE

The Port Lavaca City Hall and Council Chambers are wheelchair accessible. Access to the building is available at the primary north entrance facing Mahan Street. Special parking spaces are located in the Mahan Street parking area. In compliance with the Americans with Disabilities Act, the City of Port Lavaca will provide for reasonable accommodations for persons attending meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact City Secretary Mandy Grant at (361) 552-9793 Ext. 230 for assistance.

COMMUNICATION

SUBJECT: Minutes of November 14, 2022 Regular Meeting

INFORMATION:



CITY COUNCIL REGULAR MEETING

Monday, November 14, 2022 at 6:30 PM

City Council Chambers | 202 N. Virginia Street, Port Lavaca TX 77979

MINUTES

STATE OF TEXAS §
COUNTY OF CALHOUN §
CITY OF PORT LAVACA §

On this the 14th day of November, 2022, the City Council of the City of Port Lavaca, Texas, convened in a regular session at 6:30 p.m. at the regular meeting place in Council Chambers at City Hall, 202 North Virginia Street, Port Lavaca, Texas, with the following members in attendance:

I. ROLL CALL

- | | |
|-----------------|-----------------------------------------|
| Jack Whitlow | Mayor |
| Jerry Smith | Councilman, District 1 |
| Tim Dent | Councilman, District 2 |
| Allen Tippit | Councilman, District 3 |
| Rosie G. Padron | Councilwoman, District 4, Mayor Pro Tem |
| Jim Ward | Councilman, District 5 |
| Ken Barr | Councilman, District 6 |

And with the following absent: None

Constituting a quorum for the transaction of business, at which time the following business was transacted:

II. CALL TO ORDER

- Mayor Whitlow called the meeting to order at 6:32 p.m. and presided.

III. INVOCATION

- Councilman Ward gave the invocation.

IV. PLEDGE OF ALLEGIANCE

- Mayor Whitlow – Pledge of Allegiance.

V. PRESENTATION(S) None

VI. PROCLAMATION(S) None

VII. COMMENTS FROM THE PUBLIC

(Limited to 3 minutes per individual unless permission to speak longer is received in advance)

- Mayor asked for comments from the public and there were none.

VIII. CONSENT AGENDA - (Council will consider/discuss the following items and take any action deemed necessary)

- A. Minutes of October 10, 2022 Regular Meeting
- B. Minutes of October 24, 2022 Joint Workshop - City Council & Planning Board
- C. Review of the Credit Card Statement
- D. Receive monthly Financial Highlight Report
- E. GLO Contract #20-065-071-C198 CDBG-DR Amendment No. 1 for Phase 1 Construction Contract to Lester Contracting, Inc.
- F. Audit Engagement Letter from Pattillo, Brown & Hill, L.L.P. for the City’s 2022 Fiscal Year Auditing Services
- G. City of Port Lavaca Financial Policies and Procedures for Federal Grants
- H. Ratify Port Commission Lease for Bay Ltd. At Nautical Landings Suite 5 commencing on November 01, 2022 thru October 31, 2023 with Special Provisions to Extend in Section E
- I. Review and approve Quarterly Investment Report (07/01/2022 thru 09/30/2022)
- J. Review of Quarterly Financial Statements as of 09/30/22
- K. Receive results of Hotel Occupancy Tax Audit performed by Avenu Insights & Analytics

First Motion:

Motion made by Councilman District 5 Ward

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

THAT, in accordance with recommendation of staff, Council hereby approves all consent agenda items as listed.

Councilman District 5 Ward rescinded prior motion due to consent agenda item #E (GLO Contract #20-065-071-C198 CDBG-DR Amendment No. 1) being pulled for clarification.

Second Motion:

Motion made by Councilman District 6 Barr

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

THAT, in accordance with recommendation of staff, Council hereby approves all consent agenda items with the exception of #E (GLO Contract #20-065-071-C198 CDBG-DR Amendment No. 1).

Seconded by Councilman District 2 Dent

Voting Yea:

Councilman District 1 Smith, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Barr

Third Motion:

Motion made by Councilman District 2 Dent

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

THAT, in accordance with recommendation of staff, Council hereby approves corrected consent agenda item #E, GLO Contract #20-065-071-C198 CDBG-DR Amendment No. 1 for Phase 1 and Phase 2 Construction Contract to Lester Contracting, Inc.

Seconded by Councilman District 3 Tippit

Voting Yea:

Councilman District 1 Smith, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Barr

VIII. ACTION ITEMS - (Council will consider/discuss the following items and take any action deemed necessary)

- 1. **Receive and approve presentation of the Calhoun County E9-1-1 Emergency Communication District Proposed 2023 Fiscal Budget in accordance with the Health and Safety Code, Title 9 Safety, Subtitle B Emergencies, Chapter 772 Local Administration of Emergency Communications, Sec 772.309(4) Governing Body of Participating Jurisdiction. Presenter is Rachel Morales**

Rachel Morales, representing the Calhoun County E9-1-1 Communication District, was not in attendance; however, the proposed 2023 Fiscal Budget was available for Council Members.

Motion made by Councilman District 2 Dent

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

THAT, Council hereby approves the Calhoun County E9-1-1 Emergency Communication District Proposed 2023 Fiscal Budget in accordance with the Health and Safety Code, Title 9 Safety, Subtitle B Emergencies, Chapter 772 Local Administration of Emergency Communications, Sec 772.309(4) Governing Body of Participating Jurisdiction.

Seconded by Councilman District 6 Barr

Voting Yea:

Councilman District 1 Smith, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Barr

2. **Consider request of Reyna Atilano and Gabriela Gutierrez, Port Lavaca, Texas for a Parade Permit with Police Escort for a Quinceañera procession with horses from Chocolate Bayou Park (2200 W. Austin Street) to the Bauer Community Center (2300 Hwy 35 North) on Saturday, December 17, 2022 commencing at 3:00 p.m. Presenter is Colin Rangnow**

Police Chief Rangnow requested Council approve a Parade Permit Application with Police Escort for a Quinceañera procession scheduled for December 17, 2022 at 3:00 p.m. The procession, with several horses (30 - 40), a lead vehicle with trailer and amplified music during the trek, will start at Chocolate Bayou Park (2200 W. Austin Street) and terminate at the Bauer Community Center (2300 Hwy 35 North).

The parade route will consist as follows:

- Start: Chocolate Bayou Park (2200 W Austin Street) East on W. Austin Street/FM 238
- North on S. Commerce FM 238 North on Broadway/FM 238
- End: Bauer Community Center (2300 Hwy 35 North)

Point of contact/requestor is Reyna Atilano (361) 218-8131 and Gabriela Gutierrez. (361) 482-6096. Requestor has already paid the \$25.00 required Parade Permit Fee to the City (Receipt # 002403). Requester will also comply with regulation that they must provide people to follow behind parade and pick up any animal excrement. Police Chief Rangnow recommends approval of request.

Motion made by Councilman District 1 Smith

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

THAT, in accordance with recommendation of staff, Council hereby approves the request of Reyna Atilano and Gabriela Gutierrez, Port Lavaca, Texas for a Parade Permit with Police Escort for a Quinceañera procession with horses from Chocolate Bayou Park (2200 W. Austin Street) to the Bauer Community Center (2300 Hwy 35 North) on Saturday, December 17, 2022 commencing at 3:00 p.m.

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

Councilman District 1 Smith, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Barr

3. **Consider request of Pastors Miguel and Anabel Hernandez of the Fountain of Life Church located at 123 W. Railroad Street, for closure of street for a Free Thanksgiving Dinner Event on Saturday, November 19, 2022 from 9:00 a.m. to 6:00 p.m. The street to be closed is the 100 block of W. Railroad Street between the 200 block of N. Virginia Street and the 200 Block of N. Ann Street. Presenter is Colin Rangnow**

Police Chief Rangnow advised Council that Pastors Miguel and Anabel Hernandez of the Fountain of Life Church located at 123 W. Railroad Street, have requested the closure of street for a Free Thanksgiving Dinner Event on Saturday, November 19, 2022 from 9:00 a.m. to 6:00 p.m.

The street to be closed is the 100 block of W. Railroad Street between the 200 block of N. Virginia Street and the 200 Block of N. Ann Street. Staff recommends approval of this request.

Motion made by Councilman District 2 Dent

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

THAT, in accordance with recommendation of staff, Council hereby approves the request of Pastors Miguel and Anabel Hernandez of the Fountain of Life Church located at 123 W. Railroad Street, for closure of street for a Free Thanksgiving Dinner Event on Saturday, November 19, 2022 from 9:00 a.m. to 6:00 p.m. The street to be closed is the 100 block of W. Railroad Street between the 200 block of N. Virginia Street and the 200 Block of N. Ann Street.

Seconded by Councilman District 3 Tippit

Voting Yea:

Councilman District 1 Smith, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Barr

4. **Consider award of a construction contract to Mercer Construction for the Vela Lift Station repairs, in the amount of \$31,885.00. Presenter is Wayne Shaffer**

Public Works Director Shaffer advised Council that on June 29th of 2022 we authorized Premium Pumps and controls to commence replacement of discharge piping in the wet well of Vela Lift Station for \$17,747.00. Upon arrival, Premium Pump and Control changed the scope of work which increased the original quote by \$15,920.00. Subsequently we cancelled the work and rebid the job with the new scope.

This is one of three Lift Stations that pump directly to the Treatment Facility. It is currently temporarily repaired and failure would result in sanitary sewer overflows from not only Vela but all stations that pump to it. He said funds will come out of the Lift Station Maintenance account.

Staff recommends awarding the work to Mercer Construction for a low bid of \$31,885.00. Premium Pump and Controls quote was \$33,667.00, and Lester issued a Notice of No Bid.

Motion made by Councilman District Dent

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

THAT, in accordance with recommendation of staff, Council hereby approves award of a Construction Contract to Mercer Construction for the Vela Lift Station repairs, in the amount of \$31,885.00.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute all instruments necessary to effect such agreement.

Seconded by Councilman District 6 Barr

Voting Yea:

Councilman District 1 Smith, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Barr

5. **Consider award of a 3-year contract for the Transport and Disposal and/or processing of Dewatered Wastewater Sludge. Presenter is Wayne Shaffer**

Public Works Director Shaffer advised Council that in order to provide the City with the best value, staff has requested bids for the Hauling and Disposal of Treated Sludge from the Wastewater Treatment Plant. This project is budgeted annually. He said only one company submitted a bid. Staff recommends awarding the contract to Aqua-Zyme Services, Inc. in the amount of \$825.00 per load.

Motion made by Councilman District 2 Dent

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

THAT, in accordance with recommendation of staff, Council hereby approves award of a 3-year contract for the Transport and Disposal and/or processing of Dewatered Wastewater Sludge, to Aqua-Zyme Services, Inc., in the amount of \$825.00 per Load.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute all instruments necessary to effect such agreement.

Seconded by Councilwoman District 4 (Mayor Pro Tem) Padron

Voting Yea:

Councilman District 1 Smith, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Barr

6. **Consider award of a construction contract for the Animal Shelter. Presenter is Jody Weaver**

Motion made by Councilman District 3 Tippit

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

THAT, in accordance with recommendation of staff, Council hereby tables this agenda.

Seconded by Councilman District 2 Dent

Voting Yea:

Councilman District 1 Smith, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Barr

7. **Consider Revised Change Order No. 1 for the Community Development Block Grant-Disaster Relief (CDBG-DR) Phase 1 Project. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that at the Council meeting held on October 10, 2022, Council approved a deductive Change Order for the above referenced project. Subsequently, CivilCorp discovered an addition error in the change in Construction Contract Price. As a result, the Change Order No.1 has been revised to reflect the correct resulting deduction of -\$9,081.00 instead of -\$20,781.00 which was shown on the document presented on October 10, 2022. Staff recommends approval.

Motion made by Councilman District 5 Ward

THAT, in accordance with recommendation of staff, Council hereby approves request of CivilCorp for revised/corrected Change Order No. 1, GLO Contract #20-065-071-C198 issued to Lester Contracting, Inc., for the Community Development Block Grant-Disaster Relief (CDBG-DR) Phase 1 Project, showing a reduction in the contract price by \$9,081.00.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute all instruments necessary to effect such agreement.

Seconded by Councilman District 3 Tippit

Voting Yea:

Councilman District 1 Smith, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Barr

8. **Consider request of Lester Contracting for reimbursement of \$31,406.00 of additional cost for limestone base material for CDBG-DR Contract No. 20-065-071-C198 Phase 1 (S. Lavaca Street and S. Juanita Street Benefit Area) due to supplier's increased cost for fuel and other supply challenges. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that in July, staff received a written request from Lester Contracting asking that the City consider paying for the extra cost they have incurred in the material cost of the limestone base for the Community Development Block Grant – Disaster Relief (CDBG-DR) Phase 1 Project. The material supplier was unable to hold the price which had been provided at the time the project was bid. This is unprecedented but occurred because the freight companies demanded more money to cover the increase in fuel prices and went on strike.

Staff has had discussions with the General Land Office (GLO) and City Attorney Odefey and find that there is language in the contract to make this adjustment if Council approves. We have found that we can realize about \$32,000.00 in savings to offset this additional cost by reducing the project scope as follows:

- Provide grass sod to a single strip behind all curb and gutter with the area behind one strip being seeded instead of sod.

In this way, additional City funds would not be required, beyond what has already been committed, should Council approve this request. Weaver reminded Council that with Change Order No. 1 the current contract price has currently been reduced by \$9,081.00 less than what has been committed.

The contract includes scope to seed the ditch that runs within the cemetery property, but the Cemetery Association is working with staff to replace the ditch with 2 each 30" storm pipe. It's possible that the seeding of this area may not be required, which would provide additional savings. We are near the end of the project, so we do not anticipate any new additional costs, but of course there are no guarantees until the project is complete.

Weaver said that by reducing the scope to provide a single row of grass sod behind the curbs and seeding behind that (as opposed to 2 or more rows of grass sod), we can realize enough savings to pay for this additional \$31,406.00. Staff recommends approval.

Motion made by Councilman District 5 Ward

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

THAT, in accordance with recommendation of staff, Council hereby approves the request of Lester Contracting for reimbursement of \$31,406.00 of additional cost for limestone base material for CDBG-DR Contract No. 20-065-071-C198 Phase 1 (S. Lavaca Street and S. Juanita Street Benefit Area) due to supplier's increased cost for fuel and other supply challenges.

Seconded by Councilman District 6 Barr

Voting Yea:

Councilman District 1 Smith, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Barr

Voting Nay:

Councilman District 2 Dent, Councilman District 3 Tippit

- 9. **Consider Resolution No. R-111422-1 of the City of Port Lavaca for selection of an Administrative Services Provider to complete application and project implementation for the City of Port Lavaca's 2023-2024 Texas Community Development Block Grant (TCDBG) Program funded and administered through the Texas Department of Agriculture. Presenter is Susan Lang**

Motion made by Councilman District 3 Tippit

WHEREAS, the 2023-2024 TxCDBG Community Development Block Grant Fund contract requires implementation by professionals experienced in the administration of federally-funded community development projects; and

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for administration services has been completed in accordance with Texas CDBG requirements; and

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for professional services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

Section 1. That GrantWorks be awarded a contract to provide Texas CDBG application and project-related administration services for the 23-24 Texas Community Development Block Grant Fund project.

Section 2. That any and all contracts or commitments made with the above-named services providers are dependent on the successful negotiation of a contract with the service provider.

Seconded by Councilman District 1 Smith

Voting Yea:

Councilman District 1 Smith, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Barr

10. **Consider Resolution No. R-111422-2 of the City of Port Lavaca for an Engineering/Architectural/Surveying Service Provider(s) to complete project implementation for the City of Port Lavaca’s 2023-2024 Texas Community Development Block Grant (TCDBG) funding administered by the Texas Department of Agriculture. Presenter is Susan Lang**

Motion made by Councilman District 2 Dent

WHEREAS, the 2023-2024 TxCDBG Community Development Block Grant Fund contract requires implementation by professionals experienced in federally-funded community development projects; and

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) process for engineering/architectural/surveying services and has been completed in accordance with Texas CDBG requirements; and

WHEREAS, the statement of qualifications received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

Section 1. That Urban Engineering be awarded a contract to provide TxCDBG application and project-related professional engineering/architectural/surveying services for the 2023-2024 Texas Community Development Fund project.

Section 2. That any and all contracts or commitments made with the above-named services providers are dependent on the successful negotiation of a contract with the service provider.

Seconded by Councilman District 6 Barr

Voting Yea:

Councilman District 1 Smith, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Barr

- 11. **Consider Second and Final Reading of an Ordinance (G-8-22) of the City of Port Lavaca amending the Code of Ordinances, Chapter 32, Parks and Recreation, Article IV. Park Regulations, Section 32-72 Park Rules established and Section 32-75 Rules Specific to Lighthouse Beach Park and Campground; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Wayne Shaffer**

Motion made by Councilman District 5 Ward

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

THAT, in accordance with recommendation of staff, Council hereby approves the Second and Final Reading of an Ordinance (G-8-22) of the City of Port Lavaca amending the Code of Ordinances, Chapter 32, Parks and Recreation, Article IV. Park Regulations, Section 32-72 Park Rules established and Section 32-75 Rules Specific to Lighthouse Beach Park and Campground; providing for severability; providing a repealing clause; and providing an effective date.

Seconded by Councilman District 6 Barr

Voting Yea:

Councilman District 1 Smith, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Barr

- 12. **Consider First Reading of an Ordinance (G-9-22) of the City of Port Lavaca amending the Code of Ordinances, Chapter 12 Buildings and Building Regulations, Sec. 12-21, to provide a Temporary Housing Permit to allow placement of a Recreational Vehicle (RV) on site of an active residential permit for up to 180 days; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith**

Motion made by Councilwoman District 4 (Mayor Pro Tem) Padron

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

THAT, in accordance with recommendation of staff, Council hereby approves the First Reading of an Ordinance (G-9-22) of the City of Port Lavaca amending the Code of Ordinances, Chapter 12 Buildings and Building Regulations, Sec. 12-21, to provide a Temporary Housing Permit to allow placement of a Recreational Vehicle (RV) on site of an active residential permit for up to 180 days; providing for severability; providing a repealing clause; and providing an effective date.

Seconded by Councilman District 1 Smith

Voting Yea:

Councilman District 1 Smith, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Barr

- 13. **Consider First Reading of an Ordinance (G-10-22) of the City of Port Lavaca repealing the Code of Ordinances Chapter 26, Manufactured Housing; and providing an effective date. Presenter is Derrick Smith**

City Attorney responded to question of agenda item only stating the repeal but not the replacement of said ordinance with a new version. Odefey advised as long as the agenda language was corrected for the second and final reading, action could be taken for this first reading.

Motion made by Councilman District 2 Dent

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

THAT, in accordance with recommendation of staff, Council hereby approves the First Reading of an Ordinance (G-10-22) of the City of Port Lavaca repealing the old Code of Ordinances Chapter 26, Manufactured Housing; with modifications clarifying old ordinance will be replaced with a new version and also with the addition of a Homestead Status clause, for the second and final reading.

Seconded by Councilman District 1 Smith

Voting Yea:

Councilman District 1 Smith, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Barr

- 14. **Consider lease of the peninsula tract (Tract 11) at the Harbor of Refuge to Encore Dredging Partners, LLC. Presenter is Jody Weaver**

Interim City Manager Weaver advised Council that in order to have full access to the Tracts that Encore is now leasing at the Harbor or Refuge, so that the City can perform required restoration of the ground surface above areas of the closed landfill, Encore has agreed to terminate their lease of Tracts 17 and 17Ar at the Harbor of Refuge and lease instead a newly established Tract 11. It is a combination of what was previously identified as Tracts 11, 12, and an unnumbered Tract and some Right-of-way. The original configuration of the Tracts of this Peninsula are no longer valid due to the extreme erosion that has occurred over the past 30 years. The boundary of the tract measures 17 acres. There is approximately 13.5 acres of land, as some of this tract includes an inlet on the north side of the Channel.

Encore and the Port Commission have agreed to a 3-year lease at \$2,500/month with an annual increase on October 1 of each year based upon the Municipal Cost Index (MCI). The new lease will be effective November 15, 2022 and expire on November 30, 2025. They will begin relocating immediately and be fully off the existing tracts by the end of December 2022. Encore will be investing an estimated \$60,000.00 in constructing a new road leading to and an operations pad within Tract 11.

It is noted that the Port Commission is in the process of having this and other Ports and Harbor properties appraised for use in establishing future rental rates.

The Port Commission and staff recommends terminating the existing lease of Tracts 17 and 17Ar with Encore Dredging and enter into a new lease for the newly established Tract 11, effective November 15, 2022. The new lease will use the standard lease document to be reviewed and approved by the City Attorney and will be effective November 15, 2022 and expire on November 30, 2025, with a rent increase per the Municipal Cost Index (MCI) on October 1 of each year. Council agrees to allow Encore Dredging until December 31, 2022 to remove their materials and equipment from the existing lease site.

Motion made by Councilman District 1 Smith

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

THAT, in accordance with recommendation of the Port Commission and staff, Council hereby approves terminating the existing lease of Tracts 17 and 17Ar with Encore Dredging and enter into a new lease for the newly established Tract 11, effective November 15, 2022. The new lease will use the standard lease document to be reviewed and approved by the City Attorney and will be effective November 15, 2022 and expire on November 30, 2025, with a rent increase per the Municipal Cost Index (MCI) on October 1 of each year. Council agrees to allow Encore Dredging until December 31, 2022 to remove their materials and equipment from the existing lease site.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized to execute all instruments necessary to effect such agreement.

Seconded by Councilman District 5 Ward

Voting Yea:

Councilman District 1 Smith, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Barr

15. **Announcement by Mayor that City Council will retire into closed session:**
- **For consultation with City Attorney on matters in which the duty of the Attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act (Title 5, Chapter 551, Section 551.071(2) of the Texas Government Code). Presenter is Mayor Whitlow**

Mayor announced there would be no closed session.

16. **Return to Open Session and take any action deemed necessary with regard to matters in closed session. Presenter is Mayor Whitlow**

There was no closed session.

IX. ADJOURNMENT

Mayor asked for motion to adjourn.

Motion made by Councilman District 5 Ward, Seconded by Councilman District 6 Barr

Voting Yea:

Councilman District 1 Smith, Councilman District 2 Dent, Councilman District 3 Tippit, Councilwoman District 4 (Mayor Pro Tem) Padron, Councilman District 5 Ward, Councilman District 6 Barr

Meeting adjourned at 7:32 p.m.

ATTEST:

Jack Whitlow, Mayor

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Review of the Credit Card Statement

INFORMATION:



Section VII. Item #B.

CITY OF
Account Number: XXXX XXXX XXXX 0305

Billing Questions: 800-367-7576
Website: www.cardaccount.net

Send Billing Inquiries To: Card Service Center, PO Box 569120, Dallas, TX 75356

FIRST NATIONAL BANK IN PORT LAVACA Credit Card Account Statement
October 8, 2022 to November 7, 2022

SUMMARY OF ACCOUNT ACTIVITY

Previous Balance	\$9,735.52
- Payments	\$9,735.52
- Other Credits	\$597.46
+ Purchases	\$11,091.27
+ Cash Advances	\$0.00
+ Fees Charged	\$0.00
+ Interest Charged	\$0.00
= New Balance	\$10,493.81

PAYMENT INFORMATION

New Balance:	\$10,493.81
Minimum Payment Due:	\$314.82
Payment Due Date:	December 2, 2022

Account Number XXXX XXXX XXXX 0305
 Credit Limit \$26,500.00
 Available Credit \$15,582.00
 Statement Closing Date November 7, 2022
 Days in Billing Cycle 31

MESSAGES

GREAT NEWS!

We have upgraded the Card Service Center website and online access to your account information. It is better than ever!

Our enhanced site features easier-to-navigate pages, additional payment functionality, and new self-serve account update options. A **NEW MOBILE APP** is also available to manage your card on the go!

The New Site and Mobile App are available NOW! To take advantage of these exciting features go to www.cardaccount.net to download the mobile app or click "ACCOUNTS" and choose "CREDIT CARD ACCOUNTS" to log in now.

TRANSACTIONS

An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
10/27	10/27	F112700MW00CHGDDA	AUTOMATIC PAYMENT - THANK YOU	\$9,735.52-

Transactions continued on next page

FIRST NATIONAL BANK IN PORT LAVACA
1550 N BROWN RD 150
LAWRENCEVILLE GA 30043



Account Number: XXXX XXXX XXXX 0305
 New Balance: \$10,493.81
 Minimum Payment Due: \$314.82
Payment Due Date: December 2, 2022

All payments on the account must be made at the address shown on your monthly billing statement and are considered to have been made on the date received at that address.

Amount Enclosed: \$



Make Check Payable to:

CARD SERVICE CENTER
PO BOX 569100
DALLAS TX 75356-9100

CITY OF PORT LAVACA
202 N VIRGINIA ST
PORT LAVACA TX 77979-3431



TRANSACTIONS (continued) An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
			TOTAL XXXXXXXXXXXX0305	\$9,735.52-
10/07	10/09	5270487M9M0VTGZYW	HYATT REGENCY SAN ANTO SAN ANTONIO TX	\$125.08
		CHECK-IN 10/05/22	FOLIO #43196065	
10/07	10/09	5270487M9M0XSD3XW	HYATT REGENCY SAN ANT SAN ANTONIO TX	\$17.59
10/08	10/09	5543286MA5VDJDX7P	BUC-EE'S #17 LULING TX	\$46.00
10/17	10/19	5531020ML2M3M80BK	RESTAURANTE DE GAMA IN DALLAS TX	\$12.98
10/18	10/19	0543684MLEHTDHN1V	FREDDY'S 23-0005 WACO TX	\$10.60
10/18	10/19	5543687ML4EDL4QW8	OMNI DALLAS CONVENTN C DALLAS TX	\$797.46
		CHECK-IN 10/16/22	FOLIO #2068805	
11/03	11/03	5543286N361XJSDKR	AMAZON.COM*H23KC7PP0 AMZN.COM/BILL WA	\$59.04
			COLIN RANGNOW	
			TOTAL XXXXXXXXXXXX0727	\$1,068.75
11/04	11/06	8536943N5X34GADYL	GREAT WOLF LDG GRAPEVI GRAPEVINE TX	\$155.10
		CHECK-IN 11/02/22	FOLIO #0044658505	
			ERIC SALES	
			TOTAL XXXXXXXXXXXX0776	\$155.10
10/11	10/12	8538390MQ0006P1BF	SHELTERMANAGER LTD ROTHERHAM LN	\$350.00
10/11	10/13	5270487MD2M4NL380	PIZZA HUT 039161 PORT LAVACA TX	\$76.27
10/13	10/14	5545702ME2DK669YL	IDENTOGO - TX FINGERPR BILLERICA MA	\$10.21
10/13	10/14	5545702ME2DK83AZZ	IDENTOGO - TX FINGERPR BILLERICA MA	\$10.21
			KAREN NEAL	
			TOTAL XXXXXXXXXXXX0784	\$446.69
10/17	10/19	8536943MKSS9SQMTK	EMERALD BEACH HOTEL CORPUS CHRIST CREDIT	\$487.96-
		CHECK-IN 10/16/22	FOLIO #0000174388	
10/06	10/09	5270487M8LKSKG2L	HOLIDAY INN AUSTIN 5124515757 TX	\$332.76
		CHECK-IN 10/04/22	FOLIO #12146214	
10/15	10/17	8536943MHSJQN1HHE	EMERALD BEACH HOTEL CORPUS CHRIST TX	\$487.96
		CHECK-IN 10/14/22	FOLIO #0000173505	
			JAVIER RAMOS	
			TOTAL XXXXXXXXXXXX0867	\$332.76
10/20	10/21	5543286MN5YJJB3L9	BUC-EE'S 12 PORT LAVACA TX	\$72.24
10/24	10/25	5543286MT5ZDTE4GG	SQ *ALL ADVANCED LIFE GOSQ.COM TX	\$170.00
10/26	10/27	5531020MV2DJL1WH1	AMAZON.COM*H05IO3GN0 A AMZN.COM/BILL WA	\$56.65
10/27	10/28	5531020MW2DZ74E3L	AMZN MKTP US*H05NM9AF1 AMZN.COM/BILL WA	\$101.93
11/03	11/04	0543684N4EHTVG7D1	DOLLAR-GENERAL #2919 PORT LAVACA TX	\$11.37
11/04	11/06	5548872N5BMDPXR1G	DSHS REGULATORY PROG 5124587111 TX	\$94.00
			JUAN LUNA	
			TOTAL XXXXXXXXXXXX0941	\$506.19
10/13	10/16	0543684MF2X7T3T8D	WALMART.COM 8009666546 800-966-6546 AR	\$39.44
10/15	10/16	5543286MG5WYJZ2HY	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$65.00
10/19	10/21	8518244MMWGNP29MZ	TEXAS MUNICIPAL COURTS AUSTIN TX	\$350.00
10/19	10/21	8518244MMWGNP29MZ	TEXAS MUNICIPAL COURTS AUSTIN TX	\$350.00
			MANDY GRANT	
			TOTAL XXXXXXXXXXXX1238	\$804.44
10/11	10/11	5543286MQ5VX12L7S	APPLE.COM/BILL 866-712-7753 CA	\$2.99
			JESSICA CARPENTER	
			TOTAL XXXXXXXXXXXX1329	\$2.99
10/13	10/14	5270487MEM0D8WW68	HYATT REGENCY SAN ANTO 88858745 CREDIT	\$0.01-
		CHECK-IN 10/13/22	FOLIO #0000004832	

Transactions continued on next page



TRANSACTIONS (continued) An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
10/28	10/30	5531020MX2D9RYFZF	AMZN MKTP US AMZN.COM/ AMZN.COM/B CREDIT	\$18.95-
10/05	10/09	5543286M95V8PRQQD	MARRIOTT SN ANTONIO RW 866-435-7627 TX	\$278.32
		CHECK-IN 10/05/22	FOLIO #M28288	
10/07	10/09	5543286M95V8PRBNN	MARRIOTT SN ANTONIO RW 866-435-7627 TX	\$390.90
		CHECK-IN 10/07/22	FOLIO #M28261	
10/07	10/09	5270487M9M0VS3QT3	HYATT REGENCY SAN ANTO 8885874589 TX	\$160.56
		CHECK-IN 10/05/22	FOLIO #43195998	
10/10	10/11	5543286MB5VNFV3K	AMZN MKTP US*1K63T3QA1 AMZN.COM/BILL WA	\$57.92
10/14	10/16	8271116MG000QV09V	STICKER MULE AMSTERDAM NY	\$450.36
10/18	10/19	8271116MK000BJBHW	SP CANDY WITH TWIST BOUND BROOK NJ	\$1,352.56
10/19	10/20	0265390MMHEV8YFZX	THE WEBSTAUANT STORE 717-392-7472 PA	\$353.04
10/20	10/20	5543286MM5Y7R6KXW	TEXAS MUNICIPAL LEAGUE 512-231-7400 TX	\$150.00
10/27	10/28	5543286MW6066LA0Y	AMZN MKTP US*H81Z12QN2 AMZN.COM/BILL WA	\$159.38
10/28	10/30	5543286MX60EMX5EH	AMZN MKTP US*H02XB6ET1 AMZN.COM/BILL WA	\$629.82
11/03	11/04	0230096N38PMQMSA6	GOVERNMENT FINANCE OFF CHICAGO IL	\$150.00
			SUSAN LANG	
			TOTAL XXXXXXXXXXXXX1345	\$4,113.90
10/13	10/13	5543286ME5WBELJR3	AMZN MKTP US AMZN.COM/BILL WA CREDIT	\$90.54-
10/13	10/14	5543286ME5WGFTOMX	AMZN MKTP US*HT2A293H1 AMZN.COM/BILL WA	\$149.99
10/20	10/21	5550629MNRDQ52JQW	FUEL STOP PORT LAVACA TX	\$7.19
11/02	11/02	5543286N261JA67K0	INT'L CODE COUNCIL INC 888-422-7233 IL	\$230.00
			DERRICK SMITH	
			TOTAL XXXXXXXXXXXXX3836	\$296.64
10/13	10/16	0543684MF2X7T3TAN	WALMART.COM 8009666546 800-966-6546 AR	\$58.60
			JAMES RUDELLAT	
			TOTAL XXXXXXXXXXXXX8611	\$58.60
10/06	10/09	5543286M95V6ZYLOV	IHOP #3544 SAN ANTONIO TX	\$20.00
10/06	10/09	0514048M8LM7PSB6P	DENNY'S INC 18007336 SAN ANTONIO TX	\$29.43
10/07	10/09	5270487M9M0VTH7ST	HYATT REGENCY SAN ANTO SAN ANTONIO TX	\$160.56
		CHECK-IN 10/05/22	FOLIO #43196054	
10/07	10/10	5543286MA5VF0GMR2	IHOP #3544 SAN ANTONIO TX	\$40.79
			JOE REYES JR	
			TOTAL XXXXXXXXXXXXX0215	\$250.78
10/05	10/09	5543286M95V8PREZK	MARRIOTT S ANTONIO RVR 866-435-7627 TX	\$266.92
		CHECK-IN 10/05/22	FOLIO #M28230	
10/05	10/09	5543286M95V8PRQBV	MARRIOTT SN ANTONIO RW 866-435-7627 TX	\$278.32
		CHECK-IN 10/05/22	FOLIO #M28287	
10/05	10/09	5543286M95V8PRQQM	MARRIOTT SN ANTONIO RW 866-435-7627 TX	\$278.32
		CHECK-IN 10/05/22	FOLIO #M28289	
10/15	10/16	5543286MG5X623HEF	GOOGLE *GOOGLE STORAGE 650-253-0000 CA	\$2.12
10/18	10/19	5543286MK5XY50SR8	J2 *EFAX CORPORATE SVC 323-817-1155 CA	\$160.30
10/20	10/21	0543684MNBKMAN5	WM SUPERCENTER #1098 PORT LAVACA TX	\$11.38
11/01	11/03	5520739N20092WQP5	AUTHORIZE.NET SAN FRANCISCO CA	\$30.00
			JOANNA WEAVER	
			TOTAL XXXXXXXXXXXXX0249	\$1,027.36
10/18	10/19	5543286MK5XW2VW1J	AMZN MKTP US*HT7GA4142 AMZN.COM/BILL WA	\$121.99
10/19	10/20	5543286ML5Y4V26WZ	AMZN MKTP US*H850064W1 AMZN.COM/BILL WA	\$85.74
10/19	10/20	5543286ML5Y43MZ7L	AMZN MKTP US*HT0X55MO2 AMZN.COM/BILL WA	\$31.98
10/19	10/20	5543286ML5Y46YQQG	AMZN MKTP US*HT2ZM75A2 AMZN.COM/BILL WA	\$117.75
10/20	10/20	5543286MM5Y913ETB	AMZN MKTP US*H87D16PC0 AMZN.COM/BILL WA	\$60.98
10/20	10/21	5543286MN5YG31PLM	SPIRIT HALLOWEENC65164 VICTORIA TX	\$127.70
10/20	10/21	5530959MNRQEKX2QD	MURPHY7204ATWALMART PORT LAVACA TX	\$47.01

Transactions continued on next page



TRANSACTIONS (continued) An amount followed by a minus sign (-) is a credit unless otherwise indicated.

Tran Date	Post Date	Reference Number	Transaction Description	Amount
10/20	10/21	5531020MM2DZ4W0P5	AMAZON.COM*H80JH9MJ0 A AMZN.COM/BILL WA	\$19.99
10/26	10/27	5270487MVLQGFH8E4	ADOBE ACROPRO SUBS 4085366000 CA	\$259.67
10/28	10/30	5543286MX60F0FBFQ	AMZN MKTP US*H00SZ4EK1 AMZN.COM/BILL WA	\$189.00
11/06	11/07	5543286N662S078P7	AMZN MKTP US*H28FR1C72 AMZN.COM/BILL WA	\$59.97
11/06	11/07	5543286N662S30WX5	AMZN MKTP US*H20M78CI2 AMZN.COM/BILL WA	\$307.83

CYNTHIA HEYSQUIERDO

TOTAL XXXXXXXXXXXXX0264 \$1,429.61

INTEREST CHARGE CALCULATION

Your Annual Percentage Rate (APR) is the annual interest rate on your account

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Days in Billing Cycle	Interest Charge
Purchases	17.24% (v)	\$0.00	31	\$0.00
Cash Advances	17.24% (v)	\$0.00	31	\$0.00

(v) - variable

To avoid additional interest charges, pay your New Balance in full on or before the Payment Due Date.

Exciting news! Go online today and check out the all-new enhancements to the Card Service Center website. E-statements, additional payment options, links to Preferred Points website, and other helpful sites. Visit us today at www.cardaccount.net to enroll your credit card account(s) on the newly enhanced website.

Thank you for the opportunity to serve your credit card needs. Should your future plans include travel, please contact us at 1-800-367-7576.

CREDITING OF PAYMENTS

All payments received by 5:00 PM during the Card issuer's normal business day at the address indicated on the reverse side of this statement will be credited to your account as of the date of receipt of the payment. If payment is made at any location other than that address, credit of the payment may be delayed up to 5 days.

BILLING RIGHTS SUMMARY

What to do if You Think You Find a Mistake on Your Statement

If you think there is an error on your statement, write to us at BBCS, Attn: Dispute Department, 1550 North Brown Road, Suite 150, Lawrenceville, GA 30043 as soon as possible. In your letter, give us the following information: your name and account number; the dollar amount of the suspected error; and if you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement. You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While we do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights if You are Dissatisfied with Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase. To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- You must not yet have fully paid for the purchase. If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at: BBCS, Attn: Dispute Department, 1550 North Brown Road, Suite 150, Lawrenceville, GA 30043.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

EXPLANATION OF INTEREST CHARGES

The Interest Charge shown on the front is the sum of the Interest Charges computed by applying the Periodic Rate(s) to the Average Daily Balance and adding any applicable transaction charge authorized in the Cardholder Agreement. The method for computing the balance subject to Interest Charge is an average daily balance (including new purchases) method.

We figure the interest charge on your account by applying the periodic rate(s) to the "average daily balance" of your account (including in some instances current transactions). To get the "average daily balance", we take the beginning balance of your account each day, add any new cash advances and subtract any payments or credits and any unpaid interest charges. If you paid in full the Previous Balance shown on this statement by the payment due date shown on the previous statement, we subtract from each day's beginning balance the amount of such Previous Balance included in that beginning balance and also do not add in any new purchases. Otherwise the amount of the Previous Balance is not subtracted and we add in any new purchases. This gives us the daily balance. Then we add all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "average daily balance."

HOW TO AVOID INTEREST CHARGES: You have until the payment due date shown on your periodic statement to repay your balance before an interest charge on purchases will be imposed.

ANNUAL FEE DISCLOSURES

If an annual fee is shown on the front of the statement, see the front for information about the following matters: the annual percentage rate for purchases, certain information regarding any variable rate feature, the amount of the annual fee, any minimum interest charge, and any transaction charges for purchases. The method for computing the balance subject to interest charge on your account is an Average Daily Balance (including new purchases) method and is explained above.

If you terminate your account within 30 days from the Closing Date shown on the front of this statement, you will not owe the annual fee (and have the right to have it credited to your account) and may use your card(s) during that 30 day period without becoming obligated for the annual fee. To terminate your account you should give us written notice sent to the address for billing inquiries as shown on the front of this statement. All cards should be cut in half and returned with your termination notice.

CREDIT BALANCES

Any credit balance on your account (indicated by a "-" on the front of this statement) is money we owe you. You can make charges against this amount or request and receive a full refund of this amount by writing us at: Card Service Center, PO Box 569120, Dallas, TX 75356-9120. Any amount not charged against or refunded upon request that is over \$1.00 (equal to or in excess of \$1.00 if you live in MA or any amount in NY) will be refunded automatically within six months after the credit balance was created (four billing cycles in MD).

O1AB5762 – 3 – 05/25/17

(PLEASE SHOW YOUR CORRECT NAME AND ADDRESS)

Name (if incorrect on reverse side)

Street address

City State Zip Code

Effective Date: Month, Day, Year Signature

Home Phone Work Phone

COMMUNICATION

SUBJECT: Receive monthly Financial Highlight Report

INFORMATION:



CITY OF
PORT LAVACA

202 N. Virginia, Port Lavaca, Texas 77979-0105 www.portlavaca.org
Main Number: 361-552-9793 Main Facsimile: 361-552-6062

To: Mayor and Members of the City Council
From: Susan Lang, Finance Director 
Subject: FY 22-23 Financial Highlights through **November 30, 2022**
Date: December 8, 2022

Below are the following reports for the period ending **November 30, 2022**, or **16.67%** of the year:

The major highlights of the Report are as follows:

Property Tax collections as reported by CCAD - are **\$2,367,371** for the year as of October. Collections in FY 22-23 are 46.70% of total adjusted tax levy. Total current year Property Taxes Outstanding as of October is **\$2,702,278**.

In the General Fund, revenues through **11/30/22** are **31.7%** of budget. In addition:

1. *Current Property Tax* collections - are **\$2,437,308** for the year as of November. Collections in FY 22-23 are 59.6% of budget.
2. *Sales Tax* collections through November were **\$633,061** or 20.1% of budget. Collections through November in FY 21-22 were **\$590,245**.
3. *Licenses & Permits* collections are **\$21,693** for the year, or 12.4% of budget. Collections through November in FY 21-22 were **\$18,774**.
4. *Bauer Center Rentals* through November are **\$13,450** or 16.8% of budget. Collections through November in FY 21-22 were **\$9,650**.
5. *Court Fines* are **\$14,650** for the year, or 12.2% of budget. Collections through November in FY 21-22 were **\$11,199**.

Expenditures in the General Fund for the year are **15.2%** of budget.

Target: 16.67%

In the Utility Fund, revenues as of **11/30/22** are **13.7%** of budget. In addition:

1. *Metered Water* sales through November are **\$330,985** or **13.2%** of budget.
2. *Residential Sewer* sales through November are **\$160,229** or **12.8%** of budget.
3. *Garbage Billings* through November are **\$135,613** or **14.8%** of budget.

Expenditures in the Utility Fund for the year are **13.4%** of budget.

Summary – FY 2022-2023 through 11/30/22

<u>Fund</u>	<u>Revenues</u>	<u>% Budget</u>	<u>Expense</u>	<u>% Budget</u>	<u>Revenues Less Expense</u>
General	\$3,288,137	31.7%	\$1,341,398	15.2%	\$1,946,739
Utility	912,855	13.7%	589,289	13.4%	323,566
HOT	77,863	12.7%	67,605	12.9%	10,258
Beach	23,997	6.6%	18,940	11.3%	5,057
Port	109,655	6.3%	50,822	4.1%	58,833
				Total	2,344,453

I will be at the City Council meeting, should you have any questions regarding the information provided.



**Port Lavaca
PROPERTY TAX COLLECTION REPORT
October 31, 2022**

TAXES DUE AT CERTIFICATION	5,080,947.08
Adjustments to Date	-11,298.27
TOTAL TAX LEVY	5,069,648.81

2022 Tax Collections

	Base	Penalties & Interest	Total
October	2,367,370.85	0.00	2,367,370.85
November			0.00
December			0.00
January			0.00
February			0.00
March			0.00
April			0.00
May			0.00
June			0.00
July (Delinquent as of July 1, 2022)			0.00
August			0.00
September			0.00
TOTAL	2,367,370.85	0.00	2,367,370.85

**Last Year %
Collected**

% Collected 46.70%

TRANSFERRED TO DELINQUENT ROLL

July, Aug, and Sept Payments 0.00

2022 TAXES OUTSTANDING 2,702,277.96

% Current Outstanding 53.30%

DELINQUENT COLLECTIONS

	Base	Penalties & Interest	Total
October	15,508.53	3,883.19	19,391.72
November			0.00
December			0.00
January			0.00
February			0.00
March			0.00
April			0.00
May			0.00
June			0.00
July			0.00
August			0.00
September			0.00
TOTAL	15,508.53	3,883.19	19,391.72

DELINQUENT TAXES OUTSTANDING 458,798.01
TOTAL TAXES OUTSTANDING 3,161,075.97

[Signature]
12/1/22

COMMUNICATION

SUBJECT: Ratify GLO Contract #20-065-071-C198 CDBG-DR Amendment No. 1 for Phase 2 Construction contract to Lester Contracting, Inc.

INFORMATION:

AMENDMENT NO. 1

Section VII. Item #D.

Related to the City of Port Lavaca – Phase No. 2 Construction Contract

General Land Office Contract No. 20-065-071-C198 Community Development Block Grant Disaster Recovery Program

THIS AMENDMENT, MADE ON THE _____ DAY OF _____, 2022 by and between Lester Contracting, Inc hereinafter called the "Contractor", and The City of Port Lavaca hereinafter called the "the City."

Description of Amendment:

Addition of Domestic Preference Clause as required by 2 CFR 200.322

Domestic Preference Clause

PREFERENCE AND PROCUREMENT OF MATERIALS

- a. To the extent applicable, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:
 - i. competitively within a timeframe allowing compliance with the Contract's performance schedule;
 - ii. in a way that meets the Contract's performance requirements; or
 - iii. at a reasonable price.

To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. 200.322, information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guideline Program website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- b. As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- c. For purposes of section (b) above:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

All other terms and conditions of the Agreement between the City and the Contractor are to remain unchanged, in full force and effect.



Signature: City of Port Lavaca

Jack Whitlow, Mayor

Printed Name

11-14-22

Date



Signature: Lester Contracting, Inc.

Ken Lester, Jr., President

Printed Name

10-6-22

Date

COMMUNICATION

SUBJECT: Ratify Agreement between City and Chamber of Commerce for Event Management and Marketing Services for FY 2021 through FY 2023 that was discussed at the June 20, 2020 Council Workshop.

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: DECEMBER 12, 2022

DATE: 12.05.2022

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: Services Agreement with the Chamber of Commerce – Ratification of FY 2021-23 agreement

BACKGROUND:

During the budget workshop on June 22, 2020, Council discussed the scope of a three-year agreement with the Chamber to provide services associated with Event Management and Marketing and budgeted \$75,000/year for these services. We recently realized that this agreement was never brought back to Council for official approval. Included in the consent agenda is a ratification of this agreement as it was presented in 2020.

Later on in the agenda, I am asking for consideration to revise this agreement to include “Communications” services within the scope of services of the agreement. Refer to the memo for that agenda item for more information.

ATTACHMENTS:

FY-2021-23 SERVICES AGREEMENT WITH THE PORT LAVACA CHAMBER OF COMMERCE FOR EVENT MANAGEMENT AND MARKETING SERVICES.

SERVICES AGREEMENT
FY 2021-23

This Service Agreement is executed by and between the City of Port Lavaca, Texas, a municipal corporation (hereinafter the "City") and the Port Lavaca Chamber of Commerce, a private Texas nonprofit corporation (hereinafter called the "Chamber");

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Description of Services

Chamber agrees to provide the following professional services to the City:

a. Event Management

- Chamber agrees to provide event management services, leadership, negotiations, marketing and follow-up reporting of events.
- Event management services shall encompass coordination between the designated "Events Committee", volunteers and City staff.
- Event manager shall oversee pre-event planning, production, arrangement of service providers, securement of performers, communication with hotels, sponsorship, marketing of events, and any other actions needed to make each event successful.
- Event Manager will submit a proposed Event calendar and budget to council for approval each year in conjunction with the fiscal year budgeting cycle.
- Event Manager will submit a written report of prior year activities to City Manager to be presented to Council on an annual basis.
- Event Manager, or qualified designee, will be on-site during all events to include:
 - Iguana Fest
 - Star Spangled Bay Bash
 - Bayfront Summer Concert Series
 - Flip Flop Festival
 - Christmas at the Bayfront/Parade
 - Other City Events as Budgeted and Approved by City Council

b. Marketing

Chamber agrees to function as the marketing arm of the City and will provide advertising placement and design services. Chamber will coordinate advertising placement with City Manager, or designee, and will include the following media as budgeted by Council:

- Billboards
- Radio
- Television
- Print
- Social Media
- Press Releases
- Media Communications

2. Term and Payment

This agreement shall remain in effect through September 30, 2023 unless sooner terminated under the terms therein. The City agrees that for the above described services performed by Chamber, the City shall pay a sum of \$75,000.00 annually, paid in three (3) installments payable on February 1st, May 1st and September 1st. The term of this Agreement shall commence on October 1, 2020 upon execution by signature of the Mayor and City Secretary for the City and the Chair of the Board of Directors for the Chamber.

3. Contracts

The City and Contractor agree that in no event shall the City be liable for any contracts made by Chamber with any person, firm, corporation, association or governmental body, outside of this agreement.

4. Liability

The City and Contractor agree that in no event shall the Chamber be Liable for any damages, injuries, or losses charged to or adjudged against the City arising from the maintenance of city-owned event venues. It is agreed that maintenance of said facilities/buildings is the responsibility of the City. Chamber assumes no liability for city-owned real or personal property.

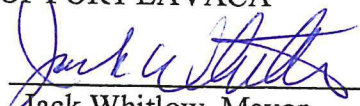
5. Annual Appropriations

The parties mutually agree and understand that funding under this Agreement is subject to annual appropriations by the City Council and that each fiscal year's funding must be included in the budget for that year and is not effective until so approved by the City Council.

6. Termination

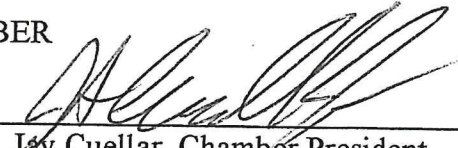
If through any cause, Chamber shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if Chamber shall violate any term of this Agreement, the City shall thereupon notify Chamber of the deficiency in writing and Chamber shall be given sixty (60) days to resolve said deficiency. If Chamber fails to resolve after said time, City shall have the right to terminate this Agreement by giving written notice to the contractor of such termination and specifying the effective date thereof at least sixty (60) days before the effective date of such termination. In such event, all finished or unfinished documents prepared by Chamber under this Agreement shall, at the option of the City, become their property, and the Chamber shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

CITY OF PORT LAVACA

By: 
Jack Whitlow, Mayor


Date: 12-7-2022

CHAMBER

By: 
Jay Cuellar, Chamber President

Date: 12/6/22

ATTEST:


Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: City of Port Lavaca will hold a Public Hearing regarding the submission of an application to the Texas Department of Agriculture for one or more Texas Community Development Block Grant Program (TxCDBG) grants for Program Year 2023. Presenter is GrantWorks Rep

INFORMATION:

PUBLIC HEARING NOTICE

CITY OF PORT LAVACA

TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

The City of Port Lavaca will hold a public hearing at 6:30 p.m. on December 12, 2022, at the Port Lavaca City Hall 202 N. Virginia, Port Lavaca, TX 77979 regarding the submission of an application to the Texas Department of Agriculture for one or more Texas Community Development Block Grant Program (TxCDBG) grants for Program Year 2023. City of Port Lavaca may be eligible to participate in the Community Development Fund, Colonia Fund Construction Program, Colonia Economically Distressed Areas Program, Fire, Ambulance & Service Truck (FAST), and/or Downtown Revitalization Program. The purpose of this meeting is to allow citizens an opportunity to discuss the citizen participation plan, the development of local housing and community development needs, the amount of TxCDBG funding available, all eligible TxCDBG activities, and the use of past TxCDBG funds. The City of Port Lavaca encourages citizens to participate in the development of TxCDBG application(s) and to make their views known at this public hearing. Citizens unable to attend this meeting may submit their views and proposals to Mayor Jack Whitlow at the City Hall. Persons with disabilities that wish to attend this meeting should contact City Hall to arrange for assistance. Individuals who require auxiliary aids or services for this meeting should contact City Hall at least two days before the meeting so that appropriate arrangements can be made.

AVISO PÚBLICO

CIUDAD DE PORT LAVACA

PROGRAMA SUBVENCION PARA BLOQUES DE DESARROLLO COMUNITARIO DE TEXAS

La Ciudad de Port Lavaca llevará a cabo una audiencia pública a las 6:30 p.m. el día 12 de diciembre 2022, en la Port Lavaca City Hall 202 N. Virginia, Port Lavaca, TX 77979 sobre la presentación de una aplicación al Departamento de Agricultura de Texas para programas sobre la Programa Subvencion Para Bloques De Desarrollo Comunitario De Texas (TxCDBG) en 2023. La Ciudad de Port Lavaca puede ser elegible para participar en TxCDBG Community Development Fund, Colonia Fund Construction Program, Colonia Economically Distressed Areas Program, Fire, Ambulance & Service Truck (FAST), o el Downtown Revitalization Program. El propósito de esta reunión es permitir a los ciudadanos la oportunidad de hablar sobre el plan de participación ciudadana, el desarrollo de las necesidades locales de vivienda y desarrollo comunitario, la cantidad de fondos disponibles de TxCDBG, todas las actividades elegibles de TxCDBG y el uso de fondos anteriores de TxCDBG. La Ciudad alienta a los ciudadanos a participar en el desarrollo de esta aplicación TxCDBG y dar a conocer sus opiniones en esta audiencia pública. Los ciudadanos que no puedan asistir a esta reunión pueden enviar sus opiniones y propuestas al Alcalde Jack Whitlow en el ayuntamiento de la ciudad. Las personas con discapacidades que deseen asistir a esta reunión deben comunicarse con el ayuntamiento de la ciudad para coordinar la asistencia. Las personas que necesiten ayuda o servicios auxiliares para esta reunión también deben comunicarse con el ayuntamiento de la ciudad al menos dos (2) días antes de la reunión para que se puedan hacer los arreglos apropiados.

COMMUNICATION

SUBJECT: Review results of Cyber Security assessment from VC3, Inc. Presenter is Susan Lang

INFORMATION:


CITY OF PORT LAVACA

CITY COUNCIL MEETING: DECEMBER 12, 2022

AGENDA ITEM _____

DATE: 12/8/22

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: SUSAN LANG, FINANCE DIRECTOR 

SUBJECT: REVIEW RESULTS OF CYBER SECURITY ASSESSMENT

Background:

The city's vulnerability to cyber threats is undoubtedly always at the forefront of our thoughts. While keenly aware of the past incident, there is always room for improvement and/or confirmation of our current ability to detect, prevent and respond to cyber threats.

Over the past year and a half of my tenure with the City, I have been asked on multiple occasions if we feel we are protected enough. I have researched and had numerous telephone calls with experts with our insurance provider, have increased our cyber insurance levels, have questioned our existing managed service provider, and have had to learn more about information technology infrastructure than I thought possible in a short period of time. While we have accomplished so much in a short period of time, I still felt the need to have a second opinion from independent professionals who were more knowledgeable than our existing pool of talent.

While attending a quarterly networking meeting of the Government Finance Officer's Association of Texas for the Coastal Bend Chapter, I heard a presentation about the increase in threats and attacks against local governments, and how the presenter's company was in negotiations with our insurance provider (TML) to provide cyber assessments for all of their customers who have or request the separate coverage. Because TML has been such a strong partner for almost all cities in Texas for so many years, I felt this was one more step on the road for us to ensure we are knowledgeable and prepared for the increase in threats.

I made contact with the presenter, VC3, that same day (September 30, 2022) and proceeded to gain further information on the cyber security assessment, met with them again at the TML conference on October 5, 2022, and arranged a meeting for all City attendees to discuss their services. The Mayor and I met with VC3 for two hours, and the cyber assessment was offered to the City at no cost, as if their arrangement with TML was finalized, and proceeded to schedule the assessment.

Scans of the City's network infrastructure were performed in October and November and detailed questionnaires were filled out by our IT managed services provider and city staff to complete the assessment. The results are presented as an attachment to this memo, but highlights include:

- Of the twelve key areas of compliance, the city is fully compliant in 3 areas, questionable and/or cannot confirm 3 areas, and non-compliant in 6 areas.

Recommendation:

None – this is presented as information.

Budgetary Impact:

None

Action:

None

Cyber Security Assessment



Client Name:

City of Port Lavaca, TX

Partner Name:

VC3

Prepared By:

AJ Siebert

Prepared On:

11/04/2022



Agenda

- Overview 3
- Compliance Summary 4
- Vulnerability Summary 5
- Dark Web Exposure Details..... 6
- Anti-Spam Configuration Details..... 9
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- Users with Possible Policy Violation Details..... 12
- User Login Details 13
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Overview

City of Port Lavaca, TX has engaged VC3 to perform a cybersecurity assessment to provide findings, summary analysis and recommendations based on this high-level assessment.




The scope of this project includes the review of all data networks, IT systems, and policies as they pertain to cybersecurity. This information allows VC3 to determine the security readiness of the organization's IT infrastructure, applications, systems, and core processes.


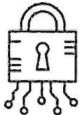









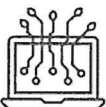





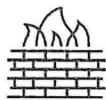






The result of this assessment is for VC3 to understand the organization's overall cybersecurity posture and understand where critical gaps exist.

This assessment is not intended to provide a complete "end-to-end" cybersecurity assessment, but rather is designed to illustrate City of Port Lavaca, TX's posture related to core cybersecurity compliance.



Executive Summary

-  Fully Compliant
-  Unable to Assess – *item was not apparent at time of assessment.*
-  Not Compliant

  Security Assessment It's important to establish a baseline and close existing vulnerabilities. When was your last assessment? Date: _____	  Spam Email Secure your email. Most attacks originate in your email. We'll help you choose a service designed to reduce spam and your exposure to attacks on your staff via email.	  Passwords Apply security policies on your network. Examples: Deny or limit USB file storage access, enable enhanced password policies, set user screen timeouts, and limit user access.	  Security Awareness Train your users - often! Teach them about data security, email attacks, and your policies and procedures. We offer a web-based training solution and "done for you" security policies.
  Multi-Factor Authentication Utilize Multi-Factor Authentication whenever you can including on your network, banking websites, and even social media. It adds an additional layer of protection to ensure that even if your password does get stolen, your data stays protected.	  Computer Updates Keep Microsoft, Adobe, and Java products updated for better security. We provide a "critical update" service via automation to protect your computers from the latest known attacks.	  Dark Web Research Knowing in real-time what passwords and accounts have been posted on the Dark Web will allow you to be proactive in preventing a data breach. We scan the Dark Web and take action to protect your business from stolen credentials that have been posted for sale.	  SIEM/Log Management (Security Incident & Event Management) Uses big data engines to review all event and security logs from all covered devices to protect against advanced threats and to meet compliance requirements.
  Firewall Turn on Intrusion Detection and Intrusion Prevention features. Send the log files to a managed SIEM. And if your IT team doesn't know what these things are, call us today!	  Web Gateway Security Internet security is a race against time. Cloud-based security detects web and email threats as they emerge on the internet, and blocks them on your network within seconds – before they reach the user.	  Backup Backup local. Backup to the cloud. Have an offline backup for each month of the year. Test your backups often. And if you aren't convinced your backups are working properly, call us ASAP.	  Advanced Endpoint Detection & Response Protect your computers data from malware, viruses, and cyberattacks with advanced endpoint security. Today's latest technology (which replaces your outdated antivirus solution) protects against file-less and script-based threats and can even rollback a ransomware attack.



Vulnerability Summary

What is this?

Organizations must implement layers of security to minimize cyber attack risks.

VC3 has provided a vulnerability summary based on the items that we assessed from the scan and questionnaire that follow NIST guidance:

- **Identify** – Risk Assessment
- **Protect** – Firewall, Web Filtering, Passwords, Security Awareness Training, Email Security, MFA, Patching
- **Detect** – SIEM/Log Management, Dark Web Monitoring
- **Respond** – Advanced Endpoint Detection and Response
- **Recover** – Backup

What does this mean?

Typically, an environment that is considered “low risk” will have a score of **20 or less**. This indicates that the majority of cybersecurity mitigation measures are in place.

Scores **21-60** are considered “medium risk”, which may indicate there are some basic and advanced cybersecurity mitigation measures in place.

Scores higher than **60** indicate “high risk” because there are critical cybersecurity mitigation measures missing from the environment.

What should we do?

Identify the areas that are missing protections! Budget, Plan and Implement those critical cybersecurity mitigation measures that are missing.

Measures like MFA help prevent 99% of account compromises thus protecting the organizations productivity and reputation and providing greater piece of mind.



The Importance of Dark Web Monitoring

What is dark web monitoring?

Dark web monitoring is the process of tracking your organization's information on the dark web. Dark web monitoring tools help find leaked or stolen information such as compromised passwords, breached credentials, intellectual property, and other sensitive data that is being shared and sold among malicious actors operating on the dark web.

What is the impact?

For individuals, this usually means they should change all their passwords, keep an eye on their credit reports, and consider replacing their credit cards. The reality is that everybody's personal information, or at least some of it, has been for sale for a while. So, while consumers should take protective measures, they shouldn't panic.

Businesses and local governments, however, need to respond much more aggressively. They are the guardians of their customers' data. If they expose those customers to risk, they have failed. At stake is litigation, lost brand reputation, regulatory penalties, auditing costs, and the increased risk of future attacks.

What should we do?

Compromised credentials are not the only thing that businesses need to worry about. Chatter and activity on the dark web can tip off a business that it is under attack, has already been attacked, or is associated with some other activity that poses a threat to the business (such as a breach at one of its supply chain partners). As part of an overall security strategy, dark web monitoring is akin to sending a canary into a coal mine.

In addition to scanning for data breach information, a dark web monitoring service can be used to classify risks from unknown sources. Businesses that receive alerts when their data appears on the dark web can connect those mentions to other threat sources and use that information to profile and mitigate threats faster.



Dark Web Exposure Details

Date Found	Email	Password Hit	Source	Type	Origin
8/30/2022	tstanfield@portlavaca.org	*****	id theft forum	combolist	Not Disclosed
6/2/2022	jmartinez@portlavaca.org	*****	id theft forum	combolist	Not Disclosed
4/6/2022	marina@portlavaca.org	*****	id theft forum	combolist	Not Disclosed
4/6/2022	mgonzales@portlavaca.org	*****	id theft forum	combolist	Not Disclosed
4/6/2022	bbancroft@portlavaca.org	*****	id theft forum	combolist	Not Disclosed
4/6/2022	marina@portlavaca.org	*****	id theft forum	combolist	Not Disclosed
4/6/2022	jclark@portlavaca.org	*****	id theft forum	combolist	Not Disclosed
4/6/2022	tmcgrew@portlavaca.org	*****	id theft forum	combolist	Not Disclosed
4/6/2022	bstaloch@portlavaca.org	*****	id theft forum	combolist	Not Disclosed
2/14/2022	briedel@portlavaca.org	*****	id theft forum	combolist	Not Disclosed

**Partial scan results. Full Details can be found in the Report titled: Live Search @portlavaca.org.*



The Importance of Email Anti-Spam Configuration

What is this?

Protection against phishing & spoofed emails starts with 3 email standards:

- **DomainKeys Identified Mail (DKIM)**: Designed to detect forged sender addresses in email, a strategy often used in phishing emails.
- **Sender Policy Framework (SPF)**: Specifies the domains and servers that are authorized to send email on behalf of your business.
- **Domain-based Message Authentication, Reporting, and Conformance (DMARC)**: Enables email domain owners the ability to protect their domain from unauthorized use.

What does this mean?

These measures help protect your outgoing email from being marked as spam and are effective in protecting your email domain from forgery and spoofing. Without these standards in place, attackers can potentially use your email address(es) to either socially engineer their way into your environment or impersonate you to gain access to other systems, thus causing a breach and ultimately affecting productivity and reputation.

Until recently, the core functionality of email services on a server did not require DMARC. Configuring anti-spam, spoofing and phish protection services are included in all new VC3 Advanced Email Protection solution implementations.

What should we do?

If these standards are not properly applied to your organization's DNS records, you are at risk. These standards are of no cost to implement but the peace of mind it brings to an organization is invaluable.



CyberAssess - Cyber Security Assessment

12/6/2022

8



The Importance of Endpoint Health

What is this?

This report demonstrates how protected the individual devices are that exist in your environment today. As these devices are used in the day-to-day operation of your organization, they are subject to many different methods that cyber attackers use to gain access to your environment.

What does this mean?

Protecting your organization's endpoints is arguably one of the most effective means of securing your entire IT infrastructure, as endpoint defense can safeguard users from the risks of connecting to the internet.

What should we do?

Every endpoint (servers, desktop PCs, laptops, tablets, etc.) should minimally be fully protected by a firewall, antivirus software, DNS filtering, controlled remote access, and the latest security patches to safeguard the asset from being compromised.



Endpoint Health Details (Workstations)

Device Name	Overall Risk	Advanced Virus and Malware Protection	Missing Critical & Important Patches	Web Filtering	System Aging	Supported OS
PUBLICWORKS5-PC	Ok	Ok	Ok	Ok	Ok	Ok
PUBLICWORKS6-PC	Ok	Ok	Ok	Ok	Ok	Ok
PUBLICWORKS7-PC	Ok	Ok	Ok	Ok	Ok	Ok
PWDIR112019	Ok	Ok	Ok	Ok	Ok	Ok
RICOHADMIN-PC	Ok	Ok	Ok	Ok	Ok	Ok
ST2LT082019	Ok	Ok	Ok	Ok	Ok	Ok
PLFD-12	Critical	Critical	Critical	Ok	Critical	Critical
ACCOUNTANT	At Risk	At Risk	Ok	Ok	Ok	Ok
ACCTCLERK	At Risk	At Risk	Ok	Ok	Ok	Ok
ASSTCITYSEC	At Risk	At Risk	Ok	Ok	Ok	Ok

**Partial scan results. Full Details can be found in the Report titled: Excel Export.*



Endpoint Health Details (Servers)

Device Name	Overall Risk	Advanced Virus and Malware Protection	Missing Critical & Important Patches	Web Filtering	System Aging	Supported OS
AD2	Ok	Ok	Ok	Ok	Ok	Ok
DS1	Critical	Critical	At Risk	Ok	Critical	At Risk
FS1	Critical	Critical	Ok	Ok	Ok	Ok
INC	Ok	Ok	Ok	Ok	Ok	Ok
PLAD	Critical	Critical	Ok	Ok	Ok	Ok
PT	Ok	Ok	Ok	Ok	Ok	Ok
SERVER1	Critical	Critical	Critical	Ok	Critical	Critical



The Importance of User Policies

What is this?

This report contains an inventory of all user accounts currently configured in your environment and illustrates how they're being used to access data and systems within your network.

What does this mean?

Constant “access pruning” assures that methods to access data and systems are up to date with the organization's access and control policies, assuring that legacy user accounts are properly managed.

What should we do?

VC3 follows a “Minimal Functional Access” policy, where the lowest level of access is granted to users and accounts required to achieve the function of their role. Essentially, we assure that all user accounts are configured in such a way that only the rights and privileges required are granted, and all other rights and privileges to access data and systems are granted on an “as needed” basis.

It's important to disable then delete inactive accounts to minimize brute force attacks, where a bad actor or bot will continuously attempt to crack a password to gain unauthorized access to systems.



Users with Possible Policy Violation Details

User Name (Enabled)	User Role	Last Login Timestamp	Password Last Set	Password Expires
PORTLAVACA1.LOCAL\Administrator	Admin	17-Oct-2022 9:26:30 AM	15-Feb-2020 11:46:25 PM	<never>
PORTLAVACA1.LOCAL\localit.doien	Admin	04-Oct-2022 1:55:14 PM	27-Sep-2022 9:51:56 AM	26-Dec-2022 9:52:34 AM
PORTLAVACA1.LOCAL\localit.jordan	Admin	13-Oct-2022 5:09:20 PM	29-Jun-2020 12:00:49 PM	<never>
PORTLAVACA1.LOCAL\localit.josh	Admin	20-Oct-2022 1:54:03 AM	29-Apr-2020 3:35:56 PM	<never>
PORTLAVACA1.LOCAL\localitadmin	Admin	04-Jul-2022 9:40:39 PM	15-Jun-2022 1:38:47 PM	13-Sep-2022 1:39:25 PM
PORTLAVACA1.LOCAL\slang	Admin	20-Oct-2022 3:13:17 PM	14-Sep-2022 8:33:59 AM	13-Dec-2022 8:34:37 AM
PORTLAVACA1.LOCAL\tyler.tech	Admin	27-Dec-2021 3:34:35 PM	27-Sep-2022 2:03:03 PM	<never>
PORTLAVACA1.LOCAL\aenglish	User	24-Jul-2020 12:31:38 PM	24-Jul-2020 12:30:37 PM	22-Oct-2020 12:31:15 PM
PORTLAVACA1.LOCAL\agarza	User	30-Mar-2022 6:08:13 AM	05-Jan-2022 8:04:36 AM	05-Apr-2022 8:05:14 AM
PORTLAVACA1.LOCAL\bhogan	User	20-Oct-2022 3:06:11 PM	17-Feb-2020 1:58:37 PM	<never>
PORTLAVACA1.LOCAL\bstaloch	User	20-Oct-2022 9:50:58 AM	10-Apr-2020 2:10:10 PM	<never>
PORTLAVACA1.LOCAL\ccastro	User	15-Mar-2022 12:48:10 PM	<never>	<never>

**Partial scan results. Full Details can be found in the Report titled: Excel Export.*



NIST Assessment Details

Thank you for taking the time to participate in this risk assessment process. The goal of this assessment is to identify your security strengths and weaknesses, and to provide advice as to the improvements you should be considering relative to your security posture.

The assessment and your results are aligned to the National Institute of Standards and Technology, Cybersecurity Framework v1.1, (NIST CSF), considered to be a best practice for firms such as yours.

The assessment spanned the five core areas of the framework as detailed below, and this report will show you results against the framework, as well as how your business aligns to other firms with respect to size, location, and industry.

IDENTIFY	PROTECT	DETECT	RESPOND	RECOVER
<ul style="list-style-type: none"> • ASSET MANAGEMENT • BUSINESS ENVIRONMENT • GOVERNANCE • RISK ASSESSMENT • RISK MANAGEMENT STRATEGY • SUPPLY CHAIN RISK MANAGEMENT 	<ul style="list-style-type: none"> • ACCESS CONTROL • AWARENESS & TRAINING • DATA SECURITY • INFO PROTECTION PROCESS & PROCEDURES • MAINTENANCE • PROTECTIVE TECHNOLOGY 	<ul style="list-style-type: none"> • ANOMALIES & EVENTS • SECURITY CONTINUOUS MONITORING • DETECTION PROCESSES 	<ul style="list-style-type: none"> • RESPONSE PLANNING • COMMUNICATIONS • ANALYSIS • MITIGATION • IMPROVEMENTS 	<ul style="list-style-type: none"> • RECOVERY PLANNING • IMPROVEMENTS • COMMUNICATIONS

For your reference, we have provided the results of your NIST Cyber Security Framework Assessment in the full reporting package included with this report.



COMMUNICATION

SUBJECT: Consider award of a Professional Services Agreement between the City of Port Lavaca and VC3, Inc. for Information Technology (IT) Manage Services; associated Budget Amendment to fund additional services for FY 2023 and authorize Interim City Manager to electronically execute. Presenter is Susan Lang

INFORMATION:

CITY OF PORT LAVACA

CITY COUNCIL MEETING: DECEMBER 12, 2022

AGENDA ITEM _____

DATE: 12/8/22

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: SUSAN LANG, FINANCE DIRECTOR 

SUBJECT: CONSIDER AWARD OF MANAGED SERVICES AGREEMENT FOR INFORMATION TECHNOLOGY

Background:

When I arrived on scene, one of the first conversations I had was with our information technology managed service provider to obtain an understanding of our current level of protection, and back-up strategy. It was noted that we did have back-ups being performed, but the financial system back-ups would not be in a format that would be readily usable, and that we would need to add the "hosted services" of our financial software provider in order to be fully protected and able to completely recover. This became one of many priorities that we tackled, and ultimately accomplished with a go-live eight months later.

Throughout my brief tenure, members of City Council have asked on multiple occasions about our ability to detect, prevent and respond to cyber threats. The main concern always being not to fall victim again, or if so, how quickly can we recover.

The results of the recent cyber security assessment performed by VC3 were shared with the Finance Committee on November 22, 2022. At this meeting, we also discussed the managed services that could be provided to the City by VC3, and an in depth question and answer session was held.

Recommendation:

The Finance Committee unanimously agrees with staff's recommendation to change managed services providers for the city's information technology needs. We recommend waiting until the January, 2023 to provide the required 30 day notice as per our contract and the coordination will be handled between VC3 and our current managed services provider.

Staff contacted references from the Cities of Borger and Rowlett, Texas, who utilize their services to supplement their in-house IT departments. Comments such as "Best customer service, Period!" and "Would like to pick them up as our managed services provider" were given.

Additionally, staff contacted the City of Laurinburg, NC and the Town of Nashville, NC who are similar in size and receive the managed services as recommended. Comments such as "We should have done this sooner" and "Just can't say enough great things about VC3 and the services they provide!" were given.

Budgetary Impact:

The Finance Committee did a great job in pointing out that our contract will bring more clients to VC3, and for that consideration, they agreed to delay the first two months billing, which amounted to almost \$30,000 savings for the first year.

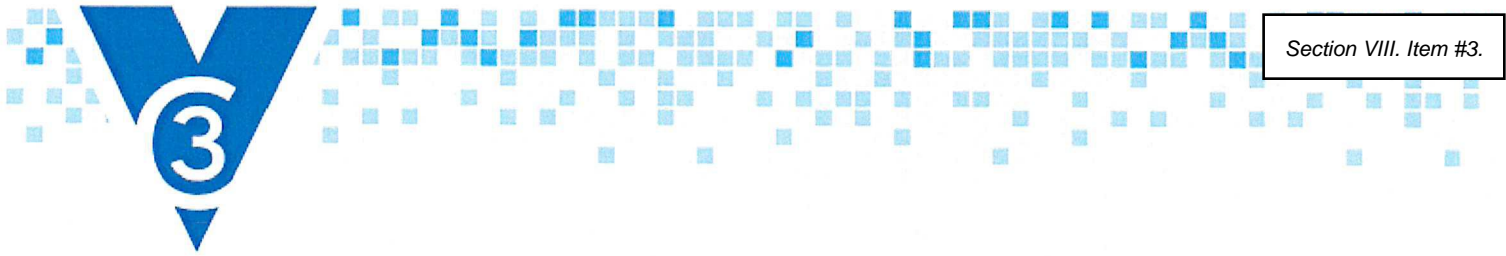
The overall net increase for managed services will be \$50,130 for FY2023. The increase to managed services for FY 2024 will be another \$20,603, however, as servers are decommissioned, and efficiencies realized, we may see this amount decrease.

Additionally, it was discovered during our review of the budget, that we have not been distributing the cost of managed service fees to the Public Utility Fund. Therefore, the proposed budget amendment captures the entire cost of managed services that should be recognized in the PUF, and the net increase required to the General Fund.

Action:

Staff recommends City Council: **Move to approve the managed services agreement with VC3, Inc. and associated budget amendment to fund the additional services for FY 2023, and authorize the City Manager to execute the electronic agreement.**

Attachment: Draft Managed Services Contract



THIS IS A DRAFT DOCUMENT; DO NOT SEND TO CLIENT

City of Port Lavaca, TX

Service Advantage Work Order

Under the Master Services Agreement dated:

THIS IS A DRAFT DOCUMENT; DO NOT SEND TO CLIENT



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Overview of Work Order

This Work Order is part of, and incorporated into, the Master Services Agreement between City of Port Lavaca, TX and VC3, Inc. and is subject to the terms and conditions of the agreement and any definitions contained in the Agreement. If any provision of this Work Order conflicts with the Agreement, the terms and conditions of the Agreement shall control.

Summary of Scope of Services & Fees

VC3 will provide the following services listed in Tables A and B. Recurring services, if included, shall be provided for 60 Months, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this work order or the Master Services Agreement.

VC3 will audit the Client's usage of units on a monthly basis; for each unit found in excess of the amount listed in Table A, VC3 will increase the monthly fee by the corresponding amount indicated in Table A. Reductions in Units above the minimum threshold will be reflected on the invoice within 30 days of service removal. Additional services may be added at any time during the life of this contract at the unit rates listed below.

(See tables on next page)



Table A: Services & Fees

Description	Units	Unit Price	Monthly Fee	One-Time Fee	Annual Fee
Service Advantage					
SA Support Seats	71.00	\$109.99	\$7,809.29	\$0.00	\$0.00
Server(s) - SA/SAL <i>Physical or virtual server that is running a server operating system.</i>	13.00	\$202.02	\$2,626.26	\$0.00	\$0.00
VC3 Protect - Managed Security					
Protect - Shield <i>Includes Dark Web Protect, Cyber Aware, Endpoint Protect, Web Protect, E-Mail Protect, Cloud Protect, 24/7/365 Security Monitoring and Quarterly Reporting</i>	71.00	\$24.00	\$1,704.00	\$0.00	\$0.00
Email Protect - Per Mailbox <i>Email security licenses to include: Advanced Anti-Spam, URL Defense, Data Loss Prevention & E-Mail Encryption</i>	28.00	\$3.73	\$104.44	\$0.00	\$0.00
Additional Services					
Migration (Email) <i>Migration from existing Email solution to Microsoft Office 365 tenant.</i>	99.00	\$131.25	\$0.00	\$12,993.75	\$0.00
Office 365 Products					
Exchange Online (Plan 1) <i>50GB Exchange Online Mailbox</i>	99.00	\$4.00	\$396.00	\$0.00	\$0.00
Managed Backups					
VC3 Backup - Server <i>VC3 Managed Backups per Server</i>	9.00	\$32.00	\$288.00	\$0.00	\$0.00
VC3 Backup - GB <i>Per GB data stored in backup repository. This number is an estimate and will vary from month to month depending on how much data is backed up, data optimization, and client retention requirements.</i>	34,210.00	\$0.05	\$1,710.50	\$0.00	\$0.00
Total Services Monthly:			\$14,638.49		

Notes:



Work Order **DRAFT**

City of Port Lavaca, TX

- Prices shown above are valid for 30 days from date of work order.
- 90% of servers are 10+ Years old. With some project work server count can be reduced to 9 by switching to non-windows Hypervisor during hardware update. Further consolidation likely possible as well.
- Do not have enumeration of Google Apps seats. Assuming 99 e-mail accounts (1 for each employee)

Table B: Summary of Fees

One-Time Fees*	Monthly Fees	Annual Fees
\$27,784.49	\$14,638.49	\$0.00

* One-Time fees may include implementation if required.



Deliverables & Services

Service Advantage

VC3 will supply the necessary qualified resources to manage the IT Services of the client as defined below.

Included Devices: 'Included Devices' will be defined as applicable devices associated with the unit quantities stated in Table A.

VC3 will provide the following functions and services as part of this Work Order:

A. 24x7 Monitoring and Incident Response Services:

1. Provide 24X7 Incident response services for all included devices.
2. Track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.
3. Provide 24x7 collection of performance data for the client's included server and network devices per VC3's best practices.
4. Provide 24X7 response to critical event driven Incidents.
5. Utilize industry best practices for remote access, control and management of all devices.
6. VC3 First Call Resolution Center (FCR) is staffed from 7:00am to 6:00pm Monday through Friday.

B. Application Support:

1. Provide support client licensed 3rd party applications. If it is determined from the initial discovery and/or from third-party application vendors that an application requires additional servers, licensing or support resources, additional monthly costs may be required before the application can be supported.

C. Proactive Services:

1. **Backup Management:** Monitor and maintain customer provided backups for supported devices. For VC3 provided hosted virtual servers VC3 will provide, monitor, and maintain at least two weeks of daily backups (Monday-Friday).
2. **Patch Management:** Perform maintenance activities on included devices such as the application of vendor provided software and firmware updates.



- 3. **Antivirus and Support Tools:** Deploy VC3 Remote Support and Anti-Virus agents to all applicable included devices.
- 4. **Anti-Spam:** Provide Spam filtering for all inbound mail.

D. VCIO Services:

VC3 will provide the client with a named 'VCIO' or Virtual Chief Information Officer.

- 1. **Budgeting:** The VCIO will work with the client to develop an annual technology budget for recurring expense items and new capital requirements in alignment with organizational goals.
- 2. **Strategic Planning:** The VCIO will recommend technology solutions as well as provide roadmaps that support key business processes in order to help the client leverage technology appropriately. The VCIO will work with the client as part of the annual planning process to understand the current business drivers and goals and make recommendations targeted toward maximizing the effectiveness of the client's technology investment.
- 3. **Analyze IT Health data:** The VCIO will perform a periodic analysis of the data collected by VC3's monitoring systems to proactively resolve issues and assess potential risks within the environment. The VCIO will make this analysis available to key stakeholders and provide direction on business decisions regarding the level of investment.

E. Hardware as a Service

- 1. Seats can be increased or decreased to reflect staff headcount changes. If a seat is dropped within the first twelve months of activation a drop fee of three times unit cost will be assessed.
- 2. Packages can be upgraded, and unit counts will be updated accordingly.
- 3. Devices will be replaced based on the refresh cycle selected for that device and when the device was put into service.
- 4. VC3 will provide replacement components with substantially same or better performance as the original for failures on Hardware-as-a-Service equipment that occur because of internal equipment defects or end of life failure. The model and manufacturer of replacement devices may vary depending on device availability and lifecycle.
- 5. For mobile computers ie. Laptops, accidental replacement coverage is included with a limit of one replacement per refresh cycle. For all other devices client is responsible



for cost of replacement or repair where damage is due to any factors other than internal defects or end of life failure – including abuse, accident, or environmental factors (for example, fire or flood damage).

F. Managed Security Protect

1. Deployment & Implementation Services

- i. Provision **Dark Web Protect** -Dark web monitoring platform, including provisioning Client’s domain(s), reviewing existing data with Client point of contact, and configuring real time alerting.
- ii. Provision **Cyber Aware** – Cyber Security Training platform. Includes synchronizing employees between Client’s domain and training platform, configuring phish testing and periodic online cyber security training video.
- iii. Configure **Endpoint Protect** – Advanced threat hunting for endpoints. Includes deployment of a software package to all corporate servers and workstations with VC3 RMM deployed.
- iv. Provision **Web Protect** – Advanced DNS/Web protection platform.
- v. Provision **Email Protect** – Advanced Email Threat Protection platform. Includes deployment of the advanced email filtering services to the Clients’ Microsoft 365 tenant.
- vi. Provision **Cloud Protect** – Cloud Platform Security Event and Incident Reporting platform. Includes deployment of the cloud monitoring services to the Clients’ Microsoft 365 tenant.

2. General Managed Security Services

i. 24x7 Monitoring and Incident Response Services:

- 1. Provide 24X7 Incident response services for all included deployed services.
- 2. Track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the ‘Priority’ guidelines listed in Addendum A.
- 3. Provide 24x7 Partner Security Operations Centre (SOC) monitoring for all endpoints with Endpoint Protect deployed.
- 4. 24X7 response to critical event driven Incidents.



- 5. Utilize industry best practices for remote access, control and management of all devices.
- ii. **Quarterly Security Summary.** Includes a report of the activities that have taken place under this Work Order.

Exclusions

Items other than those included above are expressly excluded from the Services provided within this Work Order. The following exclusions and clarifications are intended to clarify the scope of services for this work order:

- A. Excluded services are those related to functionality upgrades, such as those required to evaluate, specify, purchase, and implement client system or server upgrades such as operating systems, Microsoft Office suite software unless included with a specific VC3 product, third party software deployments or upgrades, or equipment related to these services whose scope exceeds that defined above. VC3 will provide these services to the client on a Time & Materials Work Order basis at the rates outlined in the Master Services Agreement. If modification or replacement of a hardware device or component is required, client is responsible for all hardware and hardware vendor services costs, excluding VC3 owned hardware explicitly provided through this work order.
- B. Software development, training and project work, including client-owned PC upgrades and non-patch upgrades of software, are not included.
- C. When client requests services by VC3 not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Services Agreement. For all services which incur additional hourly fees, VC3 will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.
- D. Cybersecurity event or incident response activities or remediation efforts exceeding eight (8) hours of technician, engineer or project management time.

Client Responsibilities

- A. Client will provide a primary point of contact for VC3 to work with on all services provided in this Work Order.
- B. Client is responsible for authorizing access for VC3 to sites that are owned / controlled by third parties.



- C. Client will make a best effort to maintain the minimum infrastructure requirements as defined by VC3.
- D. Client will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.
- E. Client must assign VC3 as their Microsoft Partner of record.
- F. Client is responsible for procurement and ownership of all licenses, maintenance, and vendor support agreements required for support of their third-party applications, excluding the Microsoft licensing explicitly included in the per seat packages identified in Table A.
- G. Third party tool licensing may be required for additional cost.
- H. Client will be financially responsible for any remaining or ongoing charges from Microsoft. Microsoft subscriptions can each have their own terms and renewal dates. It is the client's responsibility to engage VC3 to adjust Microsoft subscription counts and terminations prior to 12 months from the original work order or subsequent change order purchase date.

Assumptions

- A. The Work Order will not become effective unless and until it is agreed upon and signed by the Client and VC3.
- B. If VC3 is providing or managing Client 's Microsoft Licenses, then Client agrees to the Microsoft terms and conditions as stated in the Microsoft Customer Agreement found here: <https://www.microsoft.com/licensing/docs/customeragreement>
- C. VC3 reserves the right, at its discretion, to pass onto the client any changes to obligations, such as terms or pricing imposed on VC3 by a given vendor, for an offering that is currently resold to the client at any time during the current agreement term.
- D. VC3 will make reasonable efforts to resolve all issues remotely prior to dispatching an engineer onsite. Travel hours incurred will be invoiced according to the Master Services Agreement.
- E. Microsoft NCE licenses and subscriptions run on an annual basis and cannot be terminated nor altered mid-term.
- F. The items defined in this work order are designed to enhance the security of the customer environment. There is no guarantee that any security measure will prevent a data breach, infection, or other cyber security incident.



Invoicing

VC3 will invoice Client per Table C. VC3 will invoice the Client a pro-rated monthly fee based on any partial month of service plus the first full month of service on the effective services start date. All subsequent service months will be invoiced at the start of the month in which services are to be rendered. Services activated after the first of month may be invoiced on a pro rata basis the following month. Any taxes related to services purchased or licensed pursuant to this Work Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item on the invoice.

Unit rates will automatically increase annually on the anniversary of the Effective Services Start Date equivalent to the CPI change for All Urban Consumers or by 4.00%, whichever is higher.

The terms of this work order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided to VC3 no fewer than 90 calendar days prior to expiration of the current active term.

Table C

Milestone Billing	Milestone Description / Date	InvoiceAmount
One-Time Fees	Invoiced at signing of the Work Order.	\$27,784.49
Monthly Fee (60 Months)	Invoicing to begin when recurring services begin.	\$14,638.49
Annual Fee (60 Months)	Invoiced at signing of the Work Order.	\$0.00

**Refer to Table B for implementation fee and monthly fee amounts.*

VC3, Inc

City of Port Lavaca, TX

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Addendum A – Service Desk Priorities

Incidents and Service Requests are triaged and prioritized to effectively resolve the most important issues in a timely manner. VC3 utilizes the following priorities, criteria and response metrics:

A. Priority 1:

- o System/device/service down causing work to cease and critical impact to the organization or a whole department; no workaround available; Client is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired; begin resolution activities immediately.
- o **24x7 Support:** Priority 1 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

B. Priority 2:

- o System/device/service down causing work to cease and potential business impact for an individual user; no workaround available.
- o Level of service degraded causing impact to the organization or a whole department; no workaround available.
- o **24x7 Support:** Priority 2 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.

C. Priority 3:

- o Level of service degraded causing impact to an individual user; no work around available.
- o Operational impact to the organization or a whole department though work continues as a result of implementing a workaround or use of other system/device/service.
- o A request to enable or configure a system/device/service within 2 business days.
- o Incidents related to Backup system failures.
- o **Business Hours Support:** Priority 3 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

D. Priority 4:

- o Operational impact to the organization, department or user exists though work continues as a result of implementing a workaround or use of another system/device/service.
- o A request to enable or configure a system/device/service within 5 business days.
- o **Business Hours Support:** Priority 4 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

E. Priority 5:

- o Operational impact to the organization, department or user is minimal or is mitigated by a reliable workaround.
- o A request to enable or configure a system/device/service beyond 5 business days from the date of the request.
- o Requests that have longer lead times to implement than possible within 5 business days.
- o **Business Hours Support:** Priority 5 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.



Call Priority	Initial Client Contact Guidelines	Initial Client Contact Percentages
1	30 Min	95%
2	60 Min	95%
3	4 business hours	95%
4	8 business hours	95%
5	8 Business Hours	95%



Addendum B – Maintenance Windows

All work performed within VC3's Hosting or Client Infrastructure is a form of maintenance. Such work may or may not result in a disruption of service depending on the scope of the activity.

1. **Scheduled Maintenance:** All planned work performed on VC3's Hosting or Client Infrastructure by VC3 engineers or staff is defined as "Scheduled Maintenance".
During Scheduled Maintenance, some or all of VC3's Hosting or Client Infrastructure may be out of service and therefore may not be accessible to users. Regularly Scheduled Maintenance will occur on Mondays between 2 AM and 5 AM. A 15-minute downtime is expected during this window. If Client has a business need to avoid said outage, they must provide their request via the VC3 Service Desk ten business days in advance.
 - a. **Notification:** If VC3 decides to perform Scheduled Maintenance beyond the standard 15-minute downtime, Client will be notified via email ten business days before the Scheduled Maintenance window.

2. **Emergency Maintenance:** All work performed in response to a disruption or a threat to the availability of a component of VC3's Hosting or Client Infrastructure within the control of VC3 is defined as "Emergency Maintenance".
Emergency Maintenance will be conducted based upon the timeframe that the emergency exists. Normal business hours will see an immediate response. For issues that occur during non-business hours, the impact of the event will be evaluated as soon as possible, and appropriate measures taken to return the system to normal availability.
 - a. **Notification:** Client will be notified via email should Emergency Maintenance be necessary.

3. The VC3 Hosting or Client Infrastructure includes is not limited to the following areas: E-mail hosting, server hosting, website hosting, Content Management System, Hosted Applications, Internet Service Provider, Hosted Voice, and custom application hosting.



Work Order **DRAFT**

City of Port Lavaca, TX



November 7, 2022

Dear City of Port Lavaca, TX,

As an important client to VC3, Inc., we would like to invite you to participate in our payment plan using the Automated Clearing House (ACH). In lieu of cutting a check or processing a credit card transaction for goods and/or services, your company’s payment will be drafted via electronic transfer and automatically debited from your account at your financial institution. ACH will be used for all invoices, including new and previous agreements, and time and material invoices with VC3. The ACH Payment program has proven to be an efficient and cost-effective mechanism for making payments, increasing payment security, and for eliminating the time lag caused by standard mail. In addition, outstanding invoices are paid without any manual hassles.

You will still receive an invoice as usual. Upon receipt of your invoice, your company will have 15 calendar days to review the outstanding payable. If no changes are needed, an ACH bank draft will be initiated on the next scheduled bank draft day after the 15th calendar day review period (typically the following Thursday).

If there is a dispute on a charge, please email the invoice number and issue at hand to finance@vc3.com. This will freeze your automated ACH payment until the dispute is settled.

For your convenience we have enclosed an ACH Payment Authorization Form. Please use this agreement as consent for VC3 to directly withdraw funds from your financial institution.

Sincerely,

VC3, Inc.



Work Order **DRAFT**

City of Port Lavaca, TX



ACH Payment Authorization Agreement

Company Name: City of Port Lavaca, TX

We hereby authorize VC3, Inc., to initiate debit entries out of our checking account indicated below at the depository financial institution named below, hereafter called Depository. VC3, Inc. acknowledges that the origination of ACH transactions out of the account must comply with the provisions of U.S. law.

Bank Name: _____

City: _____ State: _____ Zip: _____

Routing Number: _____ Account Number: _____

Account Type: _____

This authorization is to remain in full force and effect until VC3, Inc. has received written notification of its termination, in such time and in such manner as to afford VC3, Inc. a reasonable opportunity to act on it.

Name: _____ Title: _____

Signature: _____ Date: _____

Remittance Contact: _____

Contact Email: _____

COMMUNICATION

SUBJECT: Consider termination of Fiscal Year-End (FYE) 2021-2023 Chamber of Commerce Events/Marketing Agreement and approve a new Fiscal Year (FY) 2022-2023 Chamber of Commerce Events/Marketing Agreement, which adds a Communications Services Clause. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: DECEMBER 12, 2022

DATE: 12.06.2022

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: Revised Services Agreement with the Chamber of Commerce – FY 2023

BACKGROUND:

For the last year of the 3-year agreement with the Chamber of Commerce, I would like to propose the following additions/changes:

- Provide a description of the make-up of the Events Committee as follows:
 - Events Coordinator - Chair
 - City Finance Director – Vice Chair
 - Chamber of Commerce Representative
 - Local Hotel/Motel Representative – City of Port Lavaca at Large
 - Commercial Business Representative – City of Port Lavaca at Large
 - Commercial Business Representative – Main Street
- Event Manager will assist in the coordination between the City staff/resources and other entities, for events where the City has agreed to participate such as Main Street, Inc. events and Juneteenth celebration.
- In the list of events, add “Movies in the Park” and “Monster Mile Mash”
- In addition to “Events Management” and “Marketing,” add a third category “Communications for an additional \$15,000.” The agreement will terminate on September 30, 2023 before which time we will evaluate and decide whether to continue with these services and if so, at what level of compensation.

At the TML conference, both this year and last year, there was much focus put on communication with our citizens. Strong communication in local government creates trust from its citizens, and thereby can inspire people to become involved in their communities and improve quality of life. Effective communication makes residents feel valued, cared for, and heard, and provides a better work environment for City employees, as it creates more transparency and openness related to what we do each day and why.

Currently, we are working toward providing such communication, but to assure quality, creative, and accurate information is shared in such a way that people will be receptive to the message, we need a focal point for our communication efforts. I have begun such efforts, making sure that I am authorized on each department Facebook page and monitor them all regularly, but I need somebody besides myself to take this on for more consistent focus on communications.

Many cities have hired a communications director in recent years thriving cities like Victoria, Portland, Pflugerville, Rockport, Buda. I realize we are not to the point we could afford a full-time director of communications, but I have talked with Tania, and she would be very interested in taking on this role along with her leadership role in the Events Management and Marketing.

In addition to the communication elements, I have mentioned above, Tania would also lead Communications efforts during a time of emergency or crisis.

The proposed plan would be that she and I would meet weekly to keep her informed of activities and discuss strategies to communicate effectively with the public.

It is important to note that although social media is a large part of our communication strategy, it is not the only one. Communication involves media in general (tv, radio, newspaper), newsletters and the website. Tania will not take over maintenance of the website, but would work closely with Joe Sliva, who does that, to keep things updated.

ATTACHMENTS:

- **FY-2023 SERVICES AGREEMENT WITH THE PORT LAVACA CHAMBER OF COMMERCE FOR EVENT MANAGEMENT, MARKETING, AND COMMUNICATIONS SERVICES.**

SERVICES AGREEMENT
FY 2022-2023

This Service Agreement is executed by and between the City of Port Lavaca, Texas, a municipal corporation (hereinafter the "City") and the Port Lavaca Chamber of Commerce, a private Texas nonprofit corporation (hereinafter called the "Chamber");

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Description of Services

Chamber agrees to provide the following professional services to the City:

a. Event Management

- Chamber agrees to provide event management services, leadership, negotiations, marketing and follow-up reporting of events.
- Event management services shall encompass coordination between the designated "Events Committee"¹, volunteers and City staff.
- Event manager shall oversee pre-event planning, production, arrangement of service providers, securing of performers, communication with hotels, sponsorship, marketing of events, and any other actions needed to make each event successful.
- Event Manager will assist in the coordination between the City staff/resources and other entities, for events where the City has agreed to participate such as Main Street, Inc. events and Juneteenth celebration.
- Event Manager will submit a proposed Event calendar and budget to council for approval each year in conjunction with the fiscal year budgeting cycle.
- Event Manager will submit a written report of prior year activities to City Manager to be presented to Council on an annual basis.
- Event Manager, or qualified designee, will be on-site during all events to include:
 - Iguana Fest
 - Star Spangled Bay Bash
 - Bayfront Summer Concert Series
 - Movies in the Park
 - Flip Flop Festival
 - Monster Mash
 - Christmas at the Bayfront/Parade
 - Other City Events as Budgeted and Approved by City Council

b. Marketing

Chamber agrees to function as the marketing arm of the City and will provide advertising placement and design services. Chamber will coordinate advertising placement with City Manager, or designee, and will include the following media as budgeted by Council:

- Billboards
- Radio
- Television

- Print
- Social Media
- Press Releases
- Media Communications

c. Communications

- Chamber agrees to provide services as the Communications Officer of the City of Port Lavaca.
- As such, the Chamber will develop internal and external communications and assist managing citizen participation initiatives.
- The Communications Officer will oversee media relations, the City's website, social media, newsletters, etc.
- The Communications Officer will report directly to the City Manager and attend department head meetings, City Council Meetings, preconstruction and planning meetings for capital improvement projects, and other meetings as directed by the City Manager.
- The Communications Officer will meet regularly with the City Manager to remain informed of activities and actions of the City Council and City.
- The Communications Officer will work with the City Manager and staff to develop creative concepts to provide effective communication and outreach about the actions of the City Council and City operations.

2. Term and Payment

This agreement shall remain in effect through September 30, 2023 unless sooner terminated under the terms therein. The City agrees that for the above described services performed by Chamber, the City shall pay a sum of **\$90,000.00**, paid in three (3) installments payable on February 1st, May 1st and September 1st. The term of this Agreement shall commence on December 13, 2022 upon execution by signature of the Mayor and City Secretary for the City and the Chair of the Board of Directors for the Chamber.

3. Contracts

The City and Contractor agree that in no event shall the City be liable for any contracts made by Chamber with any person, firm, corporation, association or governmental body, outside of this agreement.

4. Liability

The City and Contractor agree that in no event shall the Chamber be Liable for any damages, injuries, or losses charged to or adjudged against the City arising from the maintenance of city-owned event venues. It is agreed that maintenance of said facilities/buildings is the responsibility of the City. Chamber assumes no liability for city-owned real or personal property.

5. Email address:

The City will provide a *.portlavaca.org email address for use by the Communications Officer while performing the services of this agreement.

6. Annual Appropriations

The parties mutually agree and understand that funding under this Agreement is subject to annual appropriations by the City Council and that each fiscal year's funding must be included in the budget for that year and is not effective until so approved by the City Council.

7. Termination

If through any cause, Chamber shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if Chamber shall violate any term of this Agreement, the City shall thereupon notify Chamber of the deficiency in writing and Chamber shall be given sixty (60) days to resolve said deficiency. If Chamber fails to resolve after said time, City shall have the right to terminate this Agreement by giving written notice to the contractor of such termination and specifying the effective date thereof at least sixty (60) days before the effective date of such termination. In such event, all finished or unfinished documents prepared by Chamber under this Agreement shall, at the option of the City, become their property, and the Chamber shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

¹ Events Committee shall be comprised of the following members:

- Events Coordinator - Chair
- City Finance Director – Vice Chair
- Chamber of Commerce Representative
- Local Hotel/Motel Representative – City of Port Lavaca at Large
- Commercial Business Representative – City of Port Lavaca at Large
- Commercial Business Representative – Main Street

CITY OF PORT LAVACA

CHAMBER

By: _____
Jack Whitlow, Mayor

By: _____
Jay Cuellar, Chamber President

Date: _____

Date: _____

ATTEST:

Mandy Grant, City Secretary

COMMUNICATION

SUBJECT: Consider cost savings to provide a chain-link fence instead of a 3-rail aluminum fence at the Skate Park. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: DECEMBER 12, 2022

AGENDA ITEM __

DATE: 12.06.2022

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER;

SUBJECT: Skate Park improvement projects at Wilson park – fencing options

BACKGROUND:

At the October 10, 2022 Council meeting, Council awarded a contract to Sylva Construction for the Parking Lot improvements project which included 225 LF of 48” high aluminum fencing along Seadrift Street.

Council directed staff to investigate the price difference between a cyclone fence (chainlink) and the aluminum.

The Aluminum fencing (48”) as bid is \$77.70/LF or \$17,482.50 total.

A black chain link fence (48”) would be \$49.96/LF or \$11,240.00 (\$6,242.50 savings)



Aluminum fencing – similar to that around the pool at Chaparral (there is a 3rd horizontal bar near the ground, hidden by the berm in this photo)



Black chain link fencing

For perspective, \$6,242.50 will buy 144 LF of 5 ft sidewalk.

RECOMMENDATION:

We had a conversation with the Parks Board during the planning phases of this project and the consensus was they preferred the look and durability of the aluminum.

COMMUNICATION

SUBJECT: Consider award of Buyboard Contract No. 581-19 to Brown and Root for the City of Port Lavaca Animal Shelter. Presenter is Jody Weaver

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: DECEMBER 12, 2022

AGENDA ITEM __

DATE: 12.07.2022

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: Animal Shelter renovations

BACKGROUND:

As you recall in November, we were considering a Job Order Contract with Brown & Root to renovate and make various required improvements to the Animal Shelter. The cost for the proposed scope of work was \$440,142.00.

Taking into account discussions during the Council meeting, we asked Brown & Root to revisit the project design and remove the roll up doors in the CMU walls and install louvers in their place. With this design, the CMU block is reduced from 12” to 8” and all the new steel work needed to bird proof the building is removed since the building would now be fully enclosed. The revised cost is \$306,672.00.

The State did come inspect the shelter a couple weeks ago and held off on taking any action against the shelter since this project was projected to begin after the first of the year. We are to notify the inspector once the work begins so he can come inspect and verify that the work is in fact underway.

FINANCIAL IMPACT:

We have budgeted \$250,197.00, so we would now need \$56,475 from general fund reserves.

RECOMMENDATION: It is staff’s recommendation to award Buy Board contract #581-19 to Brown & Root for the Base Bid amount of \$306,672.00.

ATTACHMENTS:

- Brown & Root’s proposal dated 12.7.2022
- Red-lined renovation plans



Brown & Root

December 7, 2022

Susan Lang
Finance Director
City of Port Lavaca
Port Lavaca, TX77979

Subject: B&R RFP-353-008 – Revision 1
Project Location: Port Lavaca Animal Control Center
Project Title: Renovations and Conversion of Kennel from Open Air to Enclosed Facility

Dear Ms. Lang

Enclosed is our firm fixed Pre-Priced proposal for the above subject RFP.

Work to be performed under the terms and conditions of BuyBoard Contract 581-19. Pricing is based on 2022 RS Means Line-item values with CCI and contract Coefficient multipliers per the contract. Any additional items of work requested by the City, not included in this scope, will be handled as a change order.

Base Bid – Renovation of the building and constructing new walls to enclose the structure
\$ 306,672.00

The work will take 120 calendar days to complete from NTP.

NOTE: Mobilization and work activities will start once required materials are received and fabrications performed to minimize disruption and down time to the facility. The work will require 9 weeks to complete once materials are received and fabrication is complete, based on good weather.
The proposal is valid for 30 days.

Please direct any questions to Dan Croasmun at (832) 503-6292.

Sincerely,

Daniel Croasmun
Project General Manager

Attachments: Proposed Scope of Work
UPB Line Item Take Off

RE: Port Lavaca – Animal Control – Renovation – Revision 1 – Convert to Enclosed Facility**RFP NO: 1000353-008****Scope of work**

Perform the renovations of the animal control building to convert it from open air to an enclosed facility as detailed below:

Expanded scope of work

- **A&E Services:**
 - Revise the Architectural drawings to reflect changes made to convert project design from open air to an enclosed facility based on the 11/28/22 marked up red line drawings.
 - Run calculations and revise the structural drawings to change new CMU walls from 12" x 8" CMU block based on louvers being installed in lieu of original overhead doors.
 - Revise MEP's to be reflective and deleted scope items and to size the louvers going into the new CMU wall for ventilation of the kennels
- **Masonry:**
 - Remove the 3-2'x2' hollow metal windows located on the exterior CMU walls of the office area. Remove the CMU block and saw cut joints as needed to create a full block infill repair without using any cut or segments of blocks. No partial block repairs will be allowed.
 - Remove the 4'x4' exhaust fan located on the rear wall of the building. Remove the CMU block and saw cut joints as needed to create a full block infill repair without using any cut or segments of blocks. No partial block repairs will be allowed.
 - Remove the 2'3" x 4' louver located on the exterior front wall. Remove the CMU block and saw cut joints as needed to create a full block infill repair without using any cut or segments of blocks. No partial block repairs will be allowed.
 - Fill all holes from old and/or previous fasteners in the CMU walls with mortar and fill voids in the mortar along the tops of the wall where metal roof flashing intersects.
 - Remove six of the existing hollow metal doors and frames at door locations 101A, 101B, 104, 105A, 106A, and 107. Replace the doors and frames with new 16 gauge knock down frames and 20 gauge hollow metal doors. Install new LCN door closures, zinc coated hinges with bearings and weather stripping and thresholds to match current hardware set up on each door. Reinstall the locksets from the old doors onto the new doors.
 - Construct the new 8" CMU wall along with all associated wood bucks, angle iron connectors and metal flashing. Install 6-4'x5' louvers with ¼" galvanized wire screen in the new walls. Remove and reinstall down spouts due to new CMU wall construction. Install 2-new ped doors in new CMU wall with matching hardware and push button lockset. Construct new 8" CMU return wall on southwest corner in lieu of wood and siding wall.
- **Fencing / Metals:**

- Install new fence post, gate post, top rail, bottom rail, and chain link give gates on southwest corner as shown on sheet A1.0. Install new chain link meshing on repair area and 3 strands of barb wire. All materials to be galvanized and matching in size gauge and thickness.
- Install ¼" galvanized wire mesh on interior of the building's roof vent to prevent entry of birds and other vermin.
- Fabricate new frame for the existing cat quarantine door. Reinstall the door and new frame to the CMU wall using galvanized anchors.
- Remove the chain link walk gate along with a total of 16' of exiting fence next to the propone tank to allow for access to work site in rear of property. Once the work is complete on the rear of the property, replace the removed fence section and walk gate
- Demolish and remove the existing wooden fencing on northwest side of building.
- Demolish and the existing chain link fence, gates and woven 1" mesh that runs along the roof line of the kennels where the new CMU walls will be built
- Remove the existing anchors for the 40 kennel grates and install stainless steel anchors. Re-attach the grates.
- Relocate and modify the 20-guillotine door pull handles so that they do not interfere with the kennel doors
- **Painting**
 - Remove flaking and peeling paint from CMU walls. Pressure wash all exterior CMU surfaces using Trisodium Phosphate and 3,000 psi pressure washer. All CMU mortar joints that are currently cracked are to be caulked with acrylic latex sealant once walls are cleaned
 - Prep and paint all galvanized gutters, galvanized downspout, and galvanized fascia.
 - Prime all new CMU and paint all exterior CMU wall surfaces. Where CMU wall infills occur, ensure interior side of wall is block filled and painted as well. Prep procedures and material usage per the paint manufacture, Sherwin Williams project procedure manual attached.
 - Prep all kennel floors, CMU walls, and wire cages to receive new epoxy coating material. Preparation to include grinding, sanding, etching, stripping, and pressure washing the concrete, CMU and metal components to ensure proper epoxy adhesion. Follow all protocol by Sherwin Williams as to preparation of the materials and have Sherwin Williams perform site visit during perpetration to ensure proper guidelines are being followed. All epoxy coatings per Sherwin Williams Protocol and material specification, per the mill thicknesses they call out for
 - Contact Lee Pullen (361)-484-4138, 1301 N. Virginia St, Port Lavaca TX. For specific material and protocol for new coatings and site visits during project to ensure proper compliance with Sherwin Williams procedures and protocols.
 -
- **Electrical**
 - Remove, clean and reinstall the 9 existing ceiling mounted fans.
 - Install 6-new 8' enclosed LED lights in the kennel and tie to existing lighting in the room.
- **Concrete**

- Clear area of all vegetation where the new CMU wall foundation is to be poured. Preform subgrade preparation and compaction per engineer's design. Drill piers as designed and pour spread footing per engineer's design drawings
- Level and grade off area around new CMU wall. Place Bermuda sod over disturbed grounds as needed.

BRIS General Clarifications:

- A red line set of as built drawings, copies of all shop drawings and submittals, warranties, paint codes, MSDS sheets, a statement that no asbestos containing materials were used, Lien release and Consent of Surety will be submitted in the close out package upon completion.
- The price is accepted as a lump sum fixed firm price and this scope of work and the construction drawings become the controlling documents.
- Brown & Root will require complete access to the work during normal hours to perform operations.
- Unless otherwise identified by owner during preproposal discussions; no other contractors or vendors will be able to work in Brown & Root's work area(s) while our work is underway for safety reasons
- Any owner employees and/or contractors will be required to wear proper PPE in Brown & Root work areas.
- Pricing assumes normal working hours of 8:00 AM to 5:00 PM Monday – Friday.
- Brown & Root pricing assumes continuous access to the "work" without interruption or any work stoppages for any reason. Direct costs incurred by the need for additional demobilization and remobilization or work stoppages will be handled as a change order.
- Payment and Performance Bonds are included in this proposal.
- Any required building & trade permits are included in this proposal.
- Owner will verify no hazardous material will be encountered by Brown & Root and provide UpToDate/most current ACM surveys.
- All work shall be in accordance with all OSHA Standards, applicable federal, state, and local codes, and regulations and good construction practices.
- Includes all materials, equipment, and labor to complete the above scope of work. Means and methods are best estimate at the time of this proposal, owned by Brown & Root and subject to change without price modifications except for unforeseen/hidden conditions.
- Brown & Root shall remove from site all spoils, equipment and materials during the project progress and after completion of this project.
- If owner takes possession of any part of the Work before final acceptance, the correction period shall continue for a period of one (1) year from date possession is taken.
- Approval of this proposal designates acceptance of the scope of work statement and line-item estimate which has been used only to develop a mutually agreed price. The price is accepted as a lump sum fixed firm price and the incorporated scope of work becomes the controlling document taking precedence over line-item estimate detail.

BRIS Exclusions

- Sales and/or use tax.
- Existing code violations are excluded.
- Handling or removal of any hazardous materials including, but not limited to Mold, Asbestos Containing Materials., Lead, PCB's, Chemicals and/or Contaminated Soils.

- No data/communications work is included in this proposal.
- Hidden or unforeseen conditions
- Any items of work or repairs beyond this scope of work
- Underground existing obstructions
- Warranty of or replacement of Owner supplied materials and equipment.
- Owner and/or 3rd party testing.

Drawings: November 28th red lined drawings of sheets A1.0, A2.0, A3.0, A4.0, E1.0, E1.1, E2.0, E3.0, ESP1.0, P1.0 and P2.0 by Swarts Architects dated 9/14/2022

Specifications: Sherwin Williams Product Submittal – Animal Shelter – Pages 1-86 - Dated August 17, 2022

Labor Rate Table 2022 RS Means Facilities Construction with O&P
Equipment Rate Table 2022 RS Means Equipment with O&P

Client City of Port Lavaca
Project Convert open air kennel to enclosed structure
Location Animal Control Center
B&R RFP Number RFP #008
Contractor Brown & Root Industrial Services, LLC / On Call Construction
Date 12/7/2022

Master Form Code	Item Code	Division Code	Item Description	Takeoff Qty	Unit	Loc	Labor Unit Price	Labor Total	Mat Unit Price	Mat Total	Equip Unit Price	Grand Total	Equip Total	Sub Total	Total Cost
01 General Conditions															
01113110	0100	01	Architectural fees, for alteration work, to \$500,000, minimum	175,000.00	%Projec			18,801.42		3,851.40		49,654.54	11,461.71		819,786
redesign of A&E groups to take design from open air to closed facility based on marked up drawings															
01311390	0020	01	Performance Bond, for buildings, minimum	446,253.00	%Job							2,677.52		2,677.52	1,829
bonding of project. Based on raw number as coefficient is calculated deducted from number.															
01540950	0020	01	Respirator mask only, full face, silicone	4.00	EA				205.00	820.00		820.00			560
PPE to prep kennel area for coatings															
01540950	0050	01	Respirator cartridges, chemical vapor, 2 req'd per mask	4.00	EA				5.30	21.20		21.20			14
01540950	0060	01	Respirator cartridges, combination vapor and dust, 2 req'd per mask	16.00	EA				13.40	214.40		214.40			146
PPE to prep kennel area for coatings - 2 per day per mask for 2 days															
01540950	0320	01	Over boots, neoprene	4.00	pair				38.00	152.00		152.00			104
PPE to prep kennel area for coatings															
01540950	0400	01	Gloves, nitrile/PVC	4.00	pair				119.00	476.00		476.00			325
PPE to prep kennel area for coatings															
01541650	0100	01	Forklift crew, all-terrain forklift, 45' lift, 35' reach, 9000 lb. capacity, weekly use	1.00	week		3,544.21	3,544.21			3,465.00	7,009.21	3,465.00		4,788
Equipment to move and stage block for new wall															
01542370	0090	01	Scaffolding, steel tubular, regular, labor only to erect & dismantle, building exterior, wall face, 6'-4" x 5' frames, 1 to 5 stories, excludes planks	20.00	Csf		268.51	5,370.18				5,370.18			3,668
scaffold items for new wall construction															
01542370	0906	01	Scaffolding, steel tubular, regular, rent/month only for complete system for face of walls, 6' -4" x 5' frames, excludes planks	20.00	Csf				83.00	1,660.00		1,660.00			1,134
01542370	2850	01	Scaffolding, steel tubular, regular, accessory, plank, rent/mo, 2' x 10' x 16' long	36.00	EA				10.05	361.80		361.80			247
01542370	5700	01	Scaffolding, planks, labor only to install & remove, 2"x10"x16", up to 50' high	36.00	EA	29.79	1,072.45					1,072.45			733
01543340	0020A	01	Rent aerial lift, scissor type, to 20' high, 1200 lb. capacity, electric - Hourly operating cost	160.00	hour						3.59	574.40	574.40		392
access high areas of walls for conduits and paint															
01543340	0020C	01	Rent aerial lift, scissor type, to 20' high, 1200 lb. capacity, electric - Rent per week	6.00	week						375.56	2,253.36	2,253.36		1,539
access high areas of walls for conduits and paint															
01543340	0020E	01	Rent aerial lift, scissor type, to 20' high, 1200 lb. capacity, electric - Crew daily cost	30.00	days						103.86	3,115.80	3,115.80		2,128
access high areas of walls for conduits and paint															
01543650	1200	01	Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck	6.00	EA		177.60	1,065.60			49.50	1,362.60	297.00		931
mob and demob small equipment and crews for painters, electrician and metals portin of project															
01543650	1200	01	Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck	4.00	EA		177.60	710.40			49.50	908.40	198.00		621
mob and demob small equipment and crews for CMU and concrete work															
01543650	1400	01	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	2.00	EA		693.08	1,386.17			253.00	1,892.17	506.00		1,293
mob and demob aerial lift															
01543650	1400	01	Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	4.00	EA		693.08	2,772.34			253.00	3,784.34	1,012.00		2,585
mob and demob large equipment for concrete and CMU work															
01712313	1200	01	Boundary & survey markers, crew for building layout, 3 person crew	1.00	days		2,313.03	2,313.03			40.15	2,353.18	40.15		1,607
lay out new wall piers and beam															
01712319	0020	01	Surveyor stakes, hardwood, 1" x 1" x 48" long	1.00	C				90.00	90.00		90.00			61
01931304	0120	01	Caulking masonry, cutout and recaulk, polysulfide, excl. staging	100.00	LF		5.67	567.04	0.56	56.00		623.04			426
prep CMU walls for paint															
02 Existing Conditions															
02411360	0700	02	Fencing demolition, remove snow fence, 4' high	200.00	LF		1.88	375.31			0.36	15,069.73	373.33		10,294
remove 2-layers of 1" mesh wrapped on fence															
02411360	1700	02	Fencing demolition, remove chain link posts & fabric, 8' to 10' high	100.00	LF		4.19	419.46			0.81	500.86	81.40		342
demo chain link fabric where wall installs															
02411362	0200	02	Selective demolition, chain link fences & gates, gates, 10'-12' width	2.00	EA		116.69	233.38			22.55	278.48	45.10		190
repair fence gates in front and remove fence in back for access to new work area															
02411362	1000	02	Selective demolition, chain link fences & gates, fence, posts, steel in concrete	7.00	EA		23.34	163.37			4.52	195.02	31.65		133
repair fence posts in front and remove fence in back for access to new work area															
02411362	1000	02	Selective demolition, chain link fences & gates, fence, posts, steel in concrete	12.00	EA		23.34	280.06			4.52	334.31	54.25		228
remove fence posts at new wall															
02411362	1100	02	Selective demolition, chain link fences & gates, fence, fabric & accessories, fabric, to 8' high	30.00	LF		2.33	70.02			0.45	83.55	13.53		57
repair fence fabric in front and remove fence in back for access to new work area															
02411362	1400	02	Selective demolition, chain link fences & gates, fence, fabric & accessories, fence rails	30.00	LF		0.93	27.91			0.18	33.19	5.28		23
repair fence rails in front and remove fence in back for access to new work area															
02411362	1400	02	Selective demolition, chain link fences & gates, fence, fabric & accessories, fence rails	100.00	LF		0.93	93.04			0.18	110.64	17.60		76
remove fence top rail at new wall															
02411362	1500	02	Selective demolition, chain link fences & gates, fence, fabric & accessories, reinforcing wire	100.00	LF		0.38	37.85			0.08	45.55	7.70		31
remove wire along bottom of fence run															
02411368	0300	02	Selective demolition, wood fences & gates, fence, to 8' high	52.00	LF		3.15	163.58				163.58			112
remove wood screen wall															
02411368	0400	02	Selective demolition, wood fences & gates, post in concrete	8.00	EA		23.20	185.57				185.57			127
remove wood screen wall posts															
02411919	0600	02	Selective demolition, rubbish handling, dumpster, 30 C.Y., 7 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	8.00	week				730.00	5,840.00		5,840.00			3,989
dumpster on site for debris collection															
02411919	2040	02	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, hand carried, cost to be added to demolition cost	55.00	CY		69.91	3,844.93				3,844.93			2,626
haul trash to dumpster															
02411920	0100	02	Selective demolition, dump charges, typical urban city, building construction materials, includes tipping fees only	7.00	ton				74.00	518.00		518.00			354
disposal fee of construction debris															
02411927	1090	02	Selective demolition, torch cutting, steel, minimum labor/equipment charge	6.00	Job		407.32	2,443.91			7.37	2,488.13	44.22		1,700
torch old steel frames to remove from walls															
03 Concrete															
03111345	5000	03	C.I.P. concrete forms, footing, spread, plywood, 1 use, includes erecting, bracing, stripping and cleaning	250.00	sfca		8.98	2,244.20	3.13	782.50		27,925.58	1,584.00		19,076
forms set on 1-side for grade/slab extension beams															
03150512	2200	03	Chemical strip, polyvinyl chloride, 3/4" wide with leg	105.00	LF		1.37	143.47	0.89	93.45		236.92			162
strip set in forming for CMU brick pocket															
03150530	8600	03	Tie wire, for reinforcing steel, 16 gauge, black annealed	1.00	Cwt				167.00	167.00		167.00			114
tie wire for rebar															
03211160	0602	03	Reinforcing steel, in place, slab on grade, #3 to #7, A615, grade 60, incl labor for accessories, excl material for accessories	2,855.00	lb		0.72	2,053.25	0.73	2,084.15		4,137.40			2,826
rebar and stirrups for grade beams															
03211160	1000	03	Reinforcing steel, in place, under 10 ton job, #3 to #7, add	3,557.00	%		0.10	355.70	0.25	889.25		1,244.95			850
adder for under 10 tons of rebar															
03211160	2000	03	Reinforcing steel, unload and sort, add to base	3.00	ton		53.01	159.04			23.10	228.34	69.30		156
shake out rebar															
03211160	2400	03	Reinforcing steel, in place, dowels, deformed, 2' long, #3, A615, grade 60	69.00	EA		2.92	201.73	0.60	41.40		243.13			166
dowel new concrete into existing foundation every 18"															
03211160	2615	03	Dowel sleeve, plastic, 12" long for 5/8" smooth dowel, snap onto plastic base	18.00	EA		1.89	34.05	1.41	25.38		59.43			41
placing sleeves onto dowels															
03211160	2750	03	Dowel cap, impalement protective, plastic, #4 to #9	70.00	EA		1.89	132.42	1.60	112.00		244.42			167
caps placed on rebar stabbed out of the foundation for CMU wall															
03311335	0200	03	Structural concrete, ready mix, heavyweight, 3500 psi, includes local aggregate, sand, Portland cement (Type I) and water, delivered, excludes all additives and treatments	18.00	CY				161.00	2,898.00		2,898.00			1,980
concrete for spread footing and pier caps															
03311335	1410	03	Structural concrete, ready mix, for mid-range water reducer, add	18.00	CY				4.27	76.86		76.86			53
concrete add mix															
03311335	1430	03	Structural concrete, ready mix, for retarder, add	18.00	CY				5.10	91.80		91.80			63
concrete add mix															
03311370	9000	03	Structural concrete, placing, minimum equipment/labor charge, includes leveling (strike off) & consolidation	1.00	Job		1,777.19	1,777.19			30.80	1,807.99	30.80		235
placing concrete in spread footing															
03351330	9100	03	Concrete finishing, minimum labor/equipment charge, excl placing, striking off & consolidating	1.00	Job		957.97	957.97				957.97			854
finish beams and brick ledge once concrete is poured															

Section VIII. Item #6.

Master Format Code	Item Code	Division Code	Description	Takeoff Qty	Unit	Loc	Labor Unit Price	Labor Total	Mat Unit Price	Mat Total	Equip Unit Price	Grand Total	Equip Total	Sub Total	Total Cost
03354310	0210	03	Polished concrete floors, processing of interior floors, grinding and edging with diamond/metal matrix, 40-grit, includes wet grinding, wet vac pick-up, auto scrubbing between grit changes	3.00	Msf	Ken wall enck door	1,558.94	4,676.81	37.50	112.50	289.30	5,657.21	867.90		864
Section VIII. Item #6.															
grind floor of kennel area and walls as needed to receive new coatings															
03821310	0100	03	Concrete core drilling, core, reinforced concrete slab, 1" diameter, up to 6" thick slab, includes bit cost, layout and set up time	80.00	EA		77.67	6,213.86	0.22	17.60	7.70	6,847.46	616.00		4,677
drill holes for new kennel grate anchoring and angle iron installation															
04 Masonry															
04012020	0320	04	Pointing masonry, tuck, out and re-point, hard mortar, common bond	114.00	SF		9.21	1,049.99	0.83	94.62		1,144.61			58,672
to perform a proper ans clean infill of CMU patches															
04012040	0050	04	Sawing masonry, brick or block, by hand, per inch depth	34.00	LF		4.64	157.74	0.05	1.70	0.97	192.35	32.91		131
cutting out blocks for full brick patches															
04012050	0720	04	Toothing masonry, blockwork, hard mortar	30.00	wft		11.60	347.95				347.95			238
tooth in patches of new to old block															
04012050	9000	04	Toothing masonry, minimum labor/equipment charge	5.00	Job		144.58	722.91				722.91			494
tooth in 5-small infills in the walls															
04012052	0240	04	Cleaning masonry, new construction, heavy construction dust, drips or stains, by chemical, brush and rinse, excludes scaffolding	1,100.00	SF		2.15	2,361.34	0.12	132.00		2,493.34			1,703
Wash block walls after construction															
04012052	1240	04	Cleaning masonry, sandblast, wet system, heavy soil, biological and mineral staining, paint, excludes scaffolding	4,400.00	SF		3.58	15,745.46	0.76	3,344.00	0.48	21,219.06	2,129.60		14,495
pressure wash walls, floors, ceiling and wire cages in kennels for new coating= 12,868 sq ft total surface															
04050510	0200	04	Selective demolition, masonry, bond beam, 8" block with #4 bar	14.00	LF		36.54	511.60				511.60			349
demo head of old openings for clean infill															
04050510	9000	04	Selective demolition, masonry, minimum labor/equipment charge	11.00	Job		289.16	3,180.81				3,180.81			2,173
remove CMU at 3-windows, 1-fan and 1-louver and 6-door frames to allow for proper full block infill and new frame installation															
04051330	2100	04	Mortar, portland cement and lime, 1:1/4:3 mix, type M	4.00	CF		4.04	16.15	14.35	57.40		73.55			50
mortar for wall in fills															
04051330	2100	04	Mortar, portland cement and lime, 1:1/4:3 mix, type M	976.00	CF		4.04	3,940.70	14.35	14,005.60		17,946.30			12,259
mortar for wall in fills															
04051630	0350	04	Grout, concrete masonry unit (CMU) cores, 12" thick, 0.422 C.F./S.F., pumped, excludes blockwork	976.00	SF		4.02	3,925.21	2.24	2,186.24	0.24	6,347.64	236.19		4,336
grouting of block cells															
04051630	0850	04	Grout, door frames, 6' x 7' opening, 3.5 C.F. per opening	6.00	Opng		57.23	343.36	18.60	111.60	3.39	475.29	20.33		325
grout hollow metal ped door openings after old frame removed															
04051630	2000	04	Grout, for bond beams, lintels and concrete masonry unit (CMU) cores, C476, includes material only	100.00	CF		7.34	734.40	5.30	530.00	0.44	1,308.40	44.00		894
bond beam along top of walls															
04051630	9000	04	Grout, minimum labor/equipment charge	6.00	Job		354.00	2,124.00				2,124.00			1,451
grout new door frames															
04051926	0050	04	Masonry reinforcing bars, #3 and #4 reinforcing steel bars, placed vertically, ASTM A615	2,021.00	lb		2.02	4,078.94	0.73	1,475.33		5,554.27			3,794
rebar called out for connection to beam, bond beam and verticle ties															
04221010	2650	04	Concrete block, hollow, normal weight, 3500 psi, 8" x 8" x 16", includes material only	1,211.00	EA				1.97	2,385.67		2,385.67			1,630
1077 sq ft blocks = 1211 blocks - material only - no labor or equipment in line item															
04221016	0130	04	Concrete block, bond beam, normal weight, 2000 psi, 8" x 8" x 16", includes mortar, excludes scaffolding, horizontal reinforcing, vertical reinforcing and grout	112.00	LF		5.80	649.50	4.72	528.64		1,178.14			805
bond beam along the top of the new walls															
04221024	0200	04	Concrete block, exterior, tooled joints both sides, normal weight, 2000 psi, 8" x 8" x 16", includes mortar and horizontal joint reinforcing every other course, excludes scaffolding, grout and vertical reinforcing	1,077.00	SF		9.13	9,834.24	4.58	4,932.66		14,766.90			10,087
laying block and tooling block joints each side of walls															
04221024	9000	04	Concrete block, exterior, minimum labor and equipment charge	5.00	Job		640.80	3,203.99				3,203.99			2,189
labor only to infill 3-windows, 1-fan and 1-louver															
04221032	1700	04	Concrete block, lintel, 2000 psi, 8" x 16" x 12", includes mortar, grout and 2-#5 horizontal reinforcing bars, excludes scaffolding and vertical reinforcing	36.00	LF		10.73	386.28	8.45	304.20	0.64	713.44	22.97		487
lintels at louver openings															
05 Metals															
05011051	6270	05	Metal cleaning, steel surface treatment, 12.0 lb sand per S.F., near white blast, existing coat badly pitted, nodules (SSPC-SP10)	125.00	SF		17.47	2,183.45	2.14	267.50	2.28	2,735.57	284.63		1,869
prep metals for galvanizing															
05050510	0030	05	Selective metals demolition, nuts, 7/8" to 1-1/4" diameter, remove nut only, excl shoring, bracing, cutting, loading, hauling, dumping	80.00	EA		3.32	265.39				265.39			181
demo the nuts holding kennel floor grates for rehabilitation															
05050510	2840	05	Selective metals demolition, demolish steel bar grating, excl shoring, bracing, cutting, loading, hauling, dumping	160.00	SF		6.65	1,063.44			0.52	1,146.16	82.72		783
removal of the kennel grates															
05051350	5900	05	Paints and protective coatings, galvanizing structural steel in shop, under 1 ton, hot dip	1.00	ton			695.00	695.00			695.00			475
hot dip galvanizing angle irons															
05051910	1430	05	Chemical anchor, 3/4" diameter x 9-1/2" L, in concrete, brick or stone, incl layout, drilling, threaded rod & epoxy cartridge	50.00	EA		49.14	2,457.01	7.70	385.00	4.85	3,084.56	242.55		2,107
anchors to secure buck to top of wall															
05051910	1435	05	Chemical anchor, 1" diameter x 11-3/4" L, in concrete, brick or stone, incl layout, drilling, threaded rod & epoxy cartridge	80.00	EA		55.48	4,438.47	15.10	1,208.00	5.47	6,083.83	437.36		4,156
stainless steel anchors for kennel grate rehab. 2 per kennel															
05051920	1100	05	Anchor, expansion shield, zinc, 3/4" dia x 3-15/16" L, double, in concrete, brick or stone, excl layout & drilling	140.00	EA		11.04	1,545.91	6.45	903.00		2,448.91			1,673
secure 2 1/2x2 1/2 angle to wall and 3x3 angle															
05052110	9000	05	Cutting, steel, incl prep, torch cutting & grinding, excl staging, minimum labor/equipment charge	1.00	Job		407.32	407.32				7.37	414.69	7.37	283
cutting steel angle for louver openings															
05052115	1945	05	Drilling holes in steel for anchors, 1/2" diameter, incl bit & layout, excludes anchor, for each additional 1/4" depth, add	140.00	EA		2.77	387.77	0.08	11.20		398.97			273
drill out 2 1/2x2 1/2 angle to bolt it in to CMU wall and 3x3 angle															
05052190	0300	05	Welding structural steel in field, cost per welder, 1/8" dia, type 6011, incl 1 operating engineer	48.00	hour		190.63	9,150.18	6.40	307.20	20.24	10,428.90	971.52		7,124
2-man welder crew on site 3- days to replace bolts and hinge system on gates in 40 kennels to stainless steel hardware and relocate guillotine door pulls															
05052387	0500	05	Weld stud, 1/2" dia x 3-1/8" L	124.00	EA		1.57	194.49	0.83	102.92	0.56	366.97	69.56		251
studs on 4" cleat to secure to wall and angle on door slab openings															
05122340	0468	05	Angle framing, structural steel, 1-1/2"x1-1/2"x3/16", field fabricated, incl cutting & welding	24.00	LF		24.06	577.36	1.77	42.48	1.62	658.65	38.81		450
angle iron frame for cat gate															
05122340	0472	05	Angle framing, structural steel, 2-1/2"x2-1/2"x1/4", field fabricated, incl cutting & welding	40.00	LF		33.68	1,347.18	4.03	161.20	2.25	1,598.58	90.20		1,092
2 1/2 x 2 1/2 angle baraces along ends of new wall															
05122340	0476	05	Angle framing, structural steel, 3"x3"x3/8", field fabricated, incl cutting & welding	112.00	LF		42.50	4,760.03	7.05	789.60	2.85	5,868.72	319.09		4,009
angle on bucks along top of wall as called out on detail drawing															
05122365	2210	05	Steel plate, 1/4" T, warehouse price, no shop fabrication, welded in place	112.00	SF		7.49	838.45	10.65	1,192.80	1.69	2,220.98	189.73		1,517
4" x 1/4" thick galv cleat															
06 Wood, Plastics, And Composites															
06111024	5000	06	Wood framing, miscellaneous, nailers, treated, wood construction, 2" x 4"	90.00	LF		1.80	161.58	0.86	77.40		238.98			163
treated 2x4 framing of wall															
06111024	8100	06	Wood framing, miscellaneous, stair stringers, 2" x 12"	200.00	LF		11.04	2,208.45	2.77	554.00		2,762.45			1,887
2x12 pressure treated blocking on top of wall															
07 Thermal and Moisture Protection															
07464610	0045	07	Fiber cement siding, lap siding, rough sawn texture, 5/16" thick x 8" wide, 6-3/4" exposure	160.00	SF		3.37	538.92	1.90	304.00		842.92			576
siding on new end wall															
07611610	9000	07	Batten seam sheet metal roofing, minimum labor/equipment charge	2.00	Job		420.29	840.58				840.58			574
dismantle and reassemble ridge for screen installation															
07651010	0100	07	Sheet metal flashing, aluminum, flexible, mill finish, .032" thick, including up to 4 bends	150.00	SF		4.71	707.23	4.24	636.00		1,343.23			918
cap flashing on top of new walls															
07712310	0400	07	Aluminum downspouts, enameled, 3" x 4", .024" thick	30.00	LF		6.01	180.26	2.90	87.00		267.26			183
remove and reinstall 3-10" downspouts															
07722310	9000	07	Roof vents, minimum labor/equipment charge	2.00	Job		247.79	495.58				495.58			339
open up ridge vent to install screen and re-attach it															
07912310	0052	07	Pre-formed joint seals, backer rod, polyethylene, 1/2" dia	40.00	LF		1.54	61.51	0.16	6.40		67.91			46
rod for joint sealant on verticle angle iron braces															

Master Format Code	Item Code	Division Code	Item Description	Takeoff Qty	Unit	Loc	Labor Unit Price	Labor Total	Mat Unit Price	Mat Total	Equip Unit Price	Grand Total	Equip Total	Sub Total	Total Coef led
07921320	1800	07	Joint sealants, caulking and sealants, butyl based, bulk, 1/2" x 1/2", in place	40.00	LF		2.58	103.16	0.55	22.00		125.16			85
Section VIII. Item #6.															
08															
Openings															
08011110	0012	08	Door & window maintenance, remove weatherstripping, door or window	6.00	EA		15.89	95.33		20,868.00		28,031.62			19,148
removal of doors and frames to be replaced															
08011110	0060	08	Door & window maintenance, remove lockset	12.00	EA		35.75	428.98				428.98			293
remove 6 locksets on old doors, save and then reinstall on 6 new doors															
08011110	1140	08	Door & window maintenance, remove deadbolt	6.00	EA		51.64	309.82				309.82			212
removal of doors and frames to be replaced															
08050510	0202	08	Door demolition, exterior door, single, 3' - 6" x 7' high, 1-3/4" thick, remove	6.00	EA		48.46	290.75				290.75			199
removal of doors and frames to be replaced															
08050510	2000	08	Door demolition, door frames, metal, remove	6.00	EA		89.77	538.61				538.61			368
removal of doors and frames to be replaced															
08050520	1000	08	Window demolition, steel, to 12 S.F., includes aluminum frame	3.00	EA		44.49	133.46				133.46			91
remove 3-hollow metal windows															
08121313	0100	08	Frames, steel, knock down, hollow metal, single, 16 ga., up to 5-3/4" deep, 3'-0" x 7'-0"	8.00	EA		89.77	718.14	175.00	1,400.00		2,118.14			1,447
new hollow metal frames															
08121313	4900	08	Frames, steel, knock down, hollow metal, for welded frames, add	8.00	EA				124.00	992.00		992.00			678
add for welded frames															
08131325	0560	08	Doors, exterior, steel, commercial, flush, 20 ga., 1-3/4" x 7'-0" x 3'-0" wide	8.00	EA		102.48	819.83	560.00	4,480.00		5,299.83			3,620
new metal doors															
08712030	8150	08	Door hardware, door closer, surface mounted, heavy duty, parallel arm, modern	8.00	EA		119.16	953.29	355.00	2,840.00		3,793.29			2,591
new ped door items															
08712040	3800	08	Door hardware, cipher lockset, with key pad	2.00	EA		54.81	109.63	1,075.00	2,150.00		2,259.63			1,544
lockset for 2-new ped doors going into new CMU wall															
08712090	1480	08	Door hardware, hinges, full mortise, high frequency, brass base, US10B, 4-1/2" x 4-1/2"	12.00	pair				126.00	1,512.00		1,512.00			1,033
new ped door items															
08712510	2700	08	Weatherstripping, doors, metal frame, extruded sections, aluminum, for 3' x 7' door	8.00	Opng		238.32	1,906.57	33.50	268.00		2,174.57			1,485
new ped door items															
08712510	3650	08	Weatherstripping, for thresholds, door sweep, flush mounted, aluminum	8.00	EA		28.60	228.79	22.00	176.00		404.79			277
new ped door items															
08911910	3180	08	Wall louvers, aluminum, fixed blades, commercial grade, 60" x 48"	6.00	EA		105.07	630.43	1,175.00	7,050.00		7,680.43			5,247
louvers on new CMU wall for ventilation															
09															
Finishes															
09019092	0510	09	Paint preparation, surface protection, placement & removal, basic drop cloths	1,000.00	SF		0.09	94.90		22,270.28		127,395.77			87,024
protect ground and slab when painting															
09019093	0080	09	Surface preparation, exterior, doors, per side, wire brush, metal, flush, excl. frames or trim	336.00	SF		0.95	318.85				318.85			218
prep new ped doors for paint															
09019093	1320	09	Surface preparation, exterior, chain link fence, two sides, wire brush	2,880.00	SF		2.42	6,969.12				6,969.12			4,761
clean kennel wire walls and kennel wire ceiling															
09019093	1400	09	Surface preparation, exterior, existing galvanized surface, prep for painting, clean and prime	3,344.00	SF		1.60	5,341.73	0.13	434.72		5,776.45			3,946
prep galvanized wire on kennels, metal flashing, steel columns and gutters for paint															
09911360	0800	09	Paints & coatings, siding, exterior, alkyd (oil base), paint 2 coats, brushwork	1,230.00	SF		0.93	1,147.76	0.32	393.60		1,541.36			1,053
cut in primer and top coat of paint on CMU walls															
09911360	1400	09	Paints & coatings, siding, exterior, stucco, rough, oil base, paint 2 coats, roller	3,036.00	SF		0.74	2,256.80	0.34	1,032.24		3,289.04			2,247
roll filler and top coats on CMU walls															
09911370	0140	09	Paints & coatings, exterior door frames & trim only, brushwork, primer + 2 coats, exterior latex	136.00	LF		2.28	309.74	0.39	53.04		362.78			248
paint 8 new door frames at 17L ea x 8 = 136'															
09911370	0190	09	Paints & coatings, exterior doors, flush, both sides, roll & brush, primer + 2 coats, exterior latex incl. frame & trim	8.00	EA		120.99	967.93	29.50	236.00		1,203.93			822
paint 6 new metal door slabs															
09911380	0220	09	Paints & coatings, trim, exterior, gutters, metal, zinc chromate paint, first coat, brushwork, 5"	192.00	LF		0.95	182.20	0.81	155.52		337.72			231
primer galv flashing, gutter and downspouts															
09911380	0320	09	Paints & coatings, trim, exterior, gutters, wood, primer + 2 coats exterior latex, brushwork, 5"	192.00	LF		1.87	358.33	0.39	74.88		433.21			296
paint galv metal fascia, gutter & downspouts															
09911390	0500	09	Paints & coatings, walls, concrete masonry units (CMU), porous, first coat, latex, brushwork	924.00	SF		0.95	876.83	0.12	110.88		987.71			675
cut in base/block fill coat on both sides of CMU walls															
09911390	0510	09	Paints & coatings, walls, concrete masonry units (CMU), porous, second coat, latex, brushwork	462.00	SF		0.63	292.26	0.06	27.72		320.00			219
cut in base/primer coat on CMU exterior side of walls															
09911390	0540	09	Paints & coatings, walls, concrete masonry units (CMU), porous, first coat, latex, roller	1,044.00	SF		0.41	429.31	0.09	93.96		523.27			357
prime both sides of new CMU walls															
09911390	0550	09	Paints & coatings, walls, concrete masonry units (CMU), porous, second coat, latex, roller	522.00	SF		0.33	173.37	0.06	31.32		204.69			140
paint exterior side of new CMU walls															
09965620	1900	09	Wall coating, high build epoxy, water based, 50 ml	12,868.00	SF		6.37	82,018.16	1.46	18,787.28		100,805.44			68,860
epoxy coat kennel floors CMU walls and kennel wire frame system - total 12,868 sq ft surface to coat															
09965620	1900	09	Wall coating, high build epoxy, water based, 50 ml	522.00	SF		6.37	3,327.13	1.46	762.12		4,089.25			2,793
2-coats epoxy on kennel side of new CMU wall															
09971323	6100	09	Paints and protective coatings, cold galvanizing in field, brush	100.00	SF		0.61	61.07	0.77	77.00		138.07			94
field prime any touch up galvanizing															
23															
Heating, Ventilating, and Air-Conditioning (HVAC)															
23050510	2124	23	Fans, 1-1/2 thru 10 HP or 20,000 CFM, selective demolition	18.00	EA	Kennel wall encl door	286.40	5,155.12				5,155.12			3,521
line to remove fans in kennel area, clean them and then reinstall them. Material costs are removed. 9 fans x 2 useages = 18															
23050510	3000	23	HVAC, mechanical equipment, light items; unit is weight, not cooling, selective demolition	1.00	ton		1,733.20	1,733.20				1,733.20			1,184
Remove 4x4 wall fan unit															
23050510	7450	23	Relief vent, ul thru 24" x 96", selective demolition	1.00	EA	Kennel wall encl door	68.49	68.49				68.49			47
remove louver on front wall															
26															
Electrical															
26050520	6510	26	Equipment connection, to 15 to 30 HP, electrical demolition, remove	9.00	EA		45.32	407.88		10,245.26		14,037.83			9,589
disconnect the circulating fans															
26051935	0045	26	Wire connector, screw type, insulated, #12 to #6	27.00	EA		4.52	121.95	0.48	12.96		134.91			92
reconnect the circulating fans															
26051990	1200	26	Wire, copper, stranded, 600 volt, #12, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray	3.00	Cif		73.74	221.22	35.00	105.00		326.22			223
remaining items for new LED lights and piping in kennel area															
26052920	0800	26	Strap, steel, 2 holes, EMT, 3/4" diameter	21.00	EA		1.84	38.71	0.23	4.83		43.54			30
26052920	1450	26	Hanger, steel, 3/4" diameter, incl bolt	12.00	EA		4.29	51.43	0.58	6.96		58.39			40
26052920	1950	26	Riser clamps, steel, conduit, 3/4" diameter	12.00	EA		22.88	271.00	5.95	71.40		342.40			234
26052920	2500	26	Threaded rod, steel, painted, 1/4" diameter	12.00	LF		3.13	37.61	1.56	18.72		56.33			38
26052920	3000	26	Nuts, galvanized steel, 1/4" diameter	1.00	C			15.95	15.95			15.95			11
26052920	3250	26	Washers, galvanized steel, 1/4" diameter	1.00	C			16.00	16.00			16.00			11
26052920	3775	26	Metal channel, aluminum, 10' length, 12GA, 1-5/8" x 1-5/8"	1.00	EA		162.84	162.84	48.00	48.00		210.84			144
26052920	5600	26	Beam clamp, large	12.00	EA		20.36	244.26	31.00	372.00		616.26			421
26052920	5900	26	Beam clamp material only, 3/8" clamp, 3/8" threaded drop rod	12.00	EA		25.43	305.10	7.15	85.80		390.90			267
26053313	5020	26	Electric metallic tubing (EMT), 3/4" diameter, to 10' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF	100.00	LF		6.25	625.26	1.23	123.00		748.26			511
26053313	5220	26	Electric metallic tubing (EMT), field bends, 45 Deg, to 90 Deg, 3/4" diameter	10.00	EA		10.14	101.39				101.39			69
26053313	5340	26	EMT offsets, 3/4" diameter, to 15' H	10.00	EA		13.13	131.35				131.35			90
26053313	6520	26	EMT boxes connectors, set screw, steel, 3/4" diameter, to 15' H	8.00	EA		7.39	59.12	0.96	7.68		66.80			46
26053313	8330	26	EMT 1 hole clips, 3/4" diameter, to 15' H	12.00	EA		1.74	20.83	0.20	2.40		23.23			16
26053316	0370	26	Outlet boxes, pressed steel, 4-11/16" square, 2-1/8" deep, 3/4" to 1-1/4" KO	8.00	EA		40.71	325.69	5.26	42.00		367.69			251

Master Format Code	Item Code	Division Code	Item Description	Takeoff Qty	Unit	Loc	Labor Unit Price	Labor Total	Mat Unit Price	Mat Total	Equip Unit Price	Grand Total	Equip Total	Sub Total	Coef	led
26053316	0450	26	Outlet boxes, pressed steel, covers, blank, 4-11/16" square	8.00	EA		15.36	122.90	1.57	12.56		135.46				93
26562355	0300	26	Exterior LED fixture, modular, type IV, 120 V, 50 watt, incl lamps	6.00	EA		90.64	543.83	1,550.00	9,300.00		9,843.83				724
Section VIII. Item #6.																
31 Earthwork								18,660.71		12,274.35		35,675.69	4,740.53			24,370
31066015	0520	31	Mobilization, to 36", set up and remove drill rig, for caissons, maximum	1.00	EA		7,589.22	7,589.22			1,732.50	9,321.72	1,732.50			6,368
set up for pier drilling																
31221320	0100	31	Rough grading sites, 400 S.F. or less, hand labor	1.00	EA		877.08	877.08				877.08				599
final hand grade beams prior to steel setting																
31221320	0130	31	Rough grading sites, 1,100-3,000 S.F., skid steer & labor	1.00	EA		1,245.77	1,245.77			192.50	1,438.27	192.50			982
rough grade after piers and beam poured with backhoe																
31221610	9000	31	Fine grading, hand grading, includes compaction, minimum labor/equipment charge	1.00	Job	Ken wall enck door	289.16	289.16				289.16				198
hand grading once area is graded with equipment																
31221610	9100	31	Fine grading, machine grading, includes compaction, minimum labor/equipment charge	1.00	Job		667.77	667.77			423.50	1,091.27	423.50			745
grade back along beams with bobcat after pouring concrete																
31231616	0100	31	Structural excavation for minor structures, bank measure, heavy soil or clay, pits to 6' deep, by hand	18.00	B.C.Y.		144.58	2,602.48				2,602.48				1,778
excavation of grade beams																
31232313	0100	31	Backfill, heavy soil, by hand, no compaction	4.00	L.C.Y.		52.43	209.72				209.72				143
back fill after beams poured																
31232313	0300	31	Backfill, 6" layers, compaction in layers, hand tamp, add	4.00	E.C.Y.		28.12	112.49				112.49				77
31232315	1840	31	Borrow, delivery charge, minimum 20 tons, 2 hour round trip, add	60.00	ton	Ken wall enck door	10.44	626.36			12.98	1,405.16	778.80			960
haul off spoils from site																
31232315	7000	31	Borrow, topsoil or loam, 1 C.Y. bucket, loading and/or spreading, from stockpile, shovel	31.00	B.C.Y.		1.63	50.64	20.50	635.50	1.62	736.26	50.13			503
load spoils excavated for foundation, on to dump truck for removal																
31232317	0100	31	Fill, dumped material, spread, by hand, excludes compaction	4.00	L.C.Y.		48.46	193.84				193.84				132
31232323	9900	31	Compaction, minimum labor/equipment charge	1.00	Job		144.58	144.58				144.58				99
compaction of area excavated																
31632913	1400	31	Uncased drilled concrete piers, end bearing, fluted constant diameter, steel, 4,000 psi concrete, 7 ga., 50' long, 18" diameter, priced using 200 piles, 60' long, unless specified otherwise, excludes pile caps, mobilization, or reinforcing	150.00	vft		12.48	1,871.79	47.50	7,125.00	4.82	9,719.49	722.70			6,639
10-15' deep x 18" diameter piers = 150'																
31632920	1500	31	Cast-in place adds for drilled concrete piers, for reinforcing steel, add	2,713.00	lb				1.45	3,933.85		3,933.85				2,687
rebar in piers																
31632920	1700	31	Cast-in place adds for drilled concrete piers, for ball or pedestal end, add	4.00	CY		544.95	2,179.81	145.00	580.00	210.10	3,600.21	840.40			2,458
drill our bells																
32 Exterior Improvements								3,246.37		8,973.28		12,904.16	684.51			8,815
32311320	0500	32	Fence, chain link industrial, galvanized steel, 6 ga. wire, 2" posts @ 10' OC, 6' high, includes excavation, & concrete	44.00	LF	Ken wall enck door	7.51	330.29	27.50	1,210.00	1.78	1,618.70	78.41			1,106
32311320	0920	32	Fence, chain link industrial, galvanized steel, 6 ga. wire, 2-1/2" posts @ 10' OC, 8' high, includes excavation, in concrete, excludes barbed wire	44.00	LF		10.02	440.86	38.50	1,694.00	2.38	2,239.40	104.54			1,530
replacement fence at drive gate location and at propane tank location																
32311320	1400	32	Fence, chain link industrial, gate, galvanized steel, 6' high fence, 1-5/8" frame, 3" wide, 6' high, includes excavation, in concrete	1.00	EA		179.71	179.71	225.00	225.00	42.90	447.61	42.90			306
32311320	2100	32	Fence, chain link industrial, no barbed wire, galvanized steel, 2" line post, 10' OC, 1-5/8" top rail, 5' - 0" high, includes excavation, in concrete	44.00	LF		6.01	264.51	22.50	990.00	1.43	1,317.43	62.92			900
32311320	5060	32	Fence, chain link industrial, double swing gates, 6' high, 12' opening, includes excavation, posts & hardware in concrete	1.00	Opng	Ken wall enck door	564.59	564.59	490.00	490.00	134.20	1,188.79	134.20			812
new gate at the front as reflected on drawings																
32311320	7055	32	Fence, chain link industrial, braces, galvanized steel, 6 ga. wire	44.00	LF	Ken wall enck door	1.81	79.70	3.12	137.28	0.43	235.85	18.88			161
replacement fence at drive gate and walk gate																
32311330	6660	32	Fence, chain link, gates & posts, end posts, chain link fence, galvanized steel, 3" OD, 4', set in concrete, includes excavation	4.00	EA	Ken wall enck door	37.02	148.08	35.50	142.00	8.74	325.06	34.98			222
new end and gate posts																
32311330	7780	32	Chain link fence gates and posts, chain link fence gates and posts, 6' high, excludes excavation	5.00	LF	Ken wall enck door	87.67	438.37	137.00	685.00	22.55	1,236.12	112.75			844
32311330	7925	32	Chain link fence gates and posts, auger fence post hole, medium soil, 3' deep, by machine, includes excavation	9.00	EA	Ken wall enck door	14.41	129.72			3.41	160.41	30.69			110
drill post holes																
32922310	1100	32	Sodding, bent grass sod, on level ground, 3 M.S.F.	4.00	Msf		167.63	670.54	850.00	3,400.00	16.06	4,134.78	64.24			2,824
repair sod from new walls																
(Unassigned)																
Grand Total								279,263.14	130,074.82	448,941.59	24,063.61	15,540.02	306,672			

Delete all notes stricken through

SCOPE OF ELECTRICAL WORK:

1. PROVIDE AND INSTALL NEW ELECTRICAL EQUIPMENT AS REQUIRED, LIGHTS, AND POWER PER PLANS AND SPECIFICATIONS. EXISTING FIXTURES IN KENNEL AREA ARE TO REMAIN.
2. PROVIDE NEW EXTERIOR (BATTERY) EMERGENCY EGRESS LIGHTS AS REQUIRED BY CURRENT CODES.
3. FIELD VERIFY AVAILABLE FAULT CURRENT AND MARK ON PLANS, DATE AND SIGN PER CITY OF HOUSTON CODE REQUIREMENTS.

GENERAL NOTES:

1. CONTACT POWER COMPANY CONSULTANT PRIOR TO DOING ANY WORK. PURCHASE ALL PERMITS AND PAY ALL FEES.

ELECTRICAL NOTES:

1. LIGHT FIXTURES TO BE SERVED BY CONDUIT AND JUNCTION BOXES.
2. COORDINATE LIGHT FIXTURE LOCATIONS WITH MECHANICAL REQUIREMENTS. COORDINATE WITH OWNER/ARCHITECT.
3. EXACT LOCATIONS OF SWITCHES SHALL BE AS PER EXISTING OR AS DIRECTED BY THE OWNER.
4. SEE E5.0 FOR DETAILS REGARDING CONNECTION OF BATTERY AND NIGHT LIGHTING CIRCUITS. ALL BATTERY POWERED LIGHTS TO BE CONNECTED TO NORMAL POWER CIRCUIT PER NEC 700.12(F).
5. SAFETY DISCONNECTS TO BE MOUNTED ON OUTSIDE OF HVAC UNIT. (30/240/2P/3R/HD/NF) DUPLEX GFCI CONVENIENCE RECEPTACLE OUTLET TO BE MOUNTED ON SIDE OF EACH HVAC UNIT IN CAST FD BOX WITH HINGED, GASKETED, WEATHERPROOF COVER PLATE.
6. SWITCHING IS SHOWN DIAGRAMMATICALLY. CONSULT WITH OWNER'S REPRESENTATIVE TO EXACT FUNCTIONALITY OF SWITCHING. PROVIDE ADDITIONAL SWITCHES AND/OR RECEPTACLES IF REQUIRED BY OWNER.
7. COORDINATE LOCATION OF HVAC UNIT WITH OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.

SPECIAL INSTRUCTIONS:

1. EXISTING LIGHTS IN SHELTER ARE TO REMAIN. PROVIDE AND INSTALL SIX (6) ADDITIONAL LED STRIP FIXTURES AS ALTERNATE #1. FIXTURE TO BE LITHONIA MODEL #ZL1NL 4000K, 3600 LU, 25 WATTS, 1200 VOLTS.

Remove cloud and words As alternate #1
Drawing needs to have the 6- lights drawn in

ELECTRICAL NOTES (CONTINUED):

1. CEILING GRID NOT SHOWN FOR CIRCUIT CLARITY. FOR EXACT LOCATION OF CEILING GRIDS, REFER TO ARCHITECTURAL PLANS.
2. COORDINATE ALL HVAC SUPPLY AND RETURN REGISTER LOCATIONS WITH MECHANICAL DRAWINGS. LIGHT AND/OR HVAC DIFFUSER LOCATIONS SHOWN TO BE MODIFIED AS REQUIRED TO ACCOMMODATE HVAC DROPS.
3. ALL PANELS TO BE MARKED FOR ARC FLASH HAZARD PER NEC 110.16.
4. FAULT CURRENT SHOWN ON E3.0 IS BASED ON EXISTING PHYSICAL TRANSFORMER CONFIGURATION. EC TO VERIFY EXACT AVAILABLE SHORT CIRCUIT CURRENT AND PROVIDE FOR FULLY RATED EQUIPMENT.
5. ALL WORK TO BE IN COMPLIANCE WITH NEC 2020.

LIGHTING PLAN KEYED NOTES (FOR 1/E1.0 ONLY)

1. EXHAUST FANS, BROAN MODEL 509, 120V, 180 CFM. EXHAUST FANS ARE TO BE VENTED OUT THROUGH OUTSIDE WALL OR ROOF AS REQUIRED BY OWNER'S REPRESENTATIVE. (SEE M1.0)
2. ADJUSTMENTS TO LIGHT LOCATIONS REQUIRED FOR HVAC
3. MOUNT LIGHT SWITCHES IN ACCESSIBLE LOCATION. COORDINATE EXACT LOCATION WITH OWNER'S REPRESENTATIVE.
4. EGRESS LIGHT TO BE EQUIPPED TO OPERATE UPON LOSS OF BUILDING POWER, BE CONNECTED THROUGH EXIT LIGHT, AND HAVE 90 MINUTE BATTERY BACK-UP.

SPECIAL INSTRUCTIONS:

1. WALL OCCUPANCY SENSORS - LEVITON #0CD15-IDW CEILING OCCUPANCY SENSORS - ACURTY #NGM-PDT-9 SENSORS SHALL MEET 2015 IECC 405.2.1.1.
2. THE CEILING MOUNTED MOTION DETECTOR SHALL BE EQUIPPED WITH A TIME SWITCH CONTROLLER WHICH WILL AUTOMATICALLY TURN OFF ALL THE LIGHTS IN THE SPACE WITHIN 30 MINUTES AFTER DEPARTURE OF THE LAST OCCUPANT.
3. PROVIDE CIRCUITING SO THAT LIGHTING MAY BE REDUCED BY AT LEAST 50% VIA SWITCHING.

ELECTRICAL LEGEND	
MARK	DESCRIPTION
•	FLUORESCENT FIXTURE
◻	FLUORESCENT FIXTURE WITH BATTERY PACK
○	WALL BRACKET FIXTURE
○	FLUORESCENT FIXTURE
⊕	EXIT LIGHT
⊕	SINGLE RECEPTACLE
⊕	DUPLEX CONVENIENCE OUTLET
⊕	FLOOR MOUNTED DUPLEX OUTLET
⊕	240V OUTLET
⊕	OUTLET WITH GROUND FAULT CIRCUIT INTERRUPTER
⊕	RECEPTACLE WITH ISOLATED GROUND
⊕	QUAD PLEX CONVENIENCE OUTLET
⊕	WALL SWITCH
⊕	3-WAY SWITCH
⊕	SWITCH TRIPLOT LIGHT
⊕	PASSIVE INFRARED WALL SWITCH/SENSOR TERMINAL UNIT CONTROL
⊕	MOTOR RATED SWITCH
⊕	MOTOR
⊕	CIRCUIT HOME-RUN TO PANEL
⊕	SWITCH LEG
⊕	TELEPHONE OUTLET 1'-0" TO ABOVE CEILING WITH WIRE TO TELEPHONE TERMINAL BOARD
⊕	DISCONNECT SWITCH
⊕	JUNCTION BOX
⊕	120V HARDWIRED CONNECTION
⊕	208V/1Ø HARDWIRED CONNECTION
⊕	MOTION DETECTOR, ANNOT INDICATES DIRECTION
⊕	PHOTOCELL
⊕	208V/3Ø HARDWIRED CONNECTION
⊕	ELECTRICAL PANEL

ISSUE DATES	
DATE	DESCRIPTION
05/03/22	REVIEW SET
10/15/22	OWNER REVISIONS

PROJECT TEAM
 James E Thompson & Associates
 1169 County Road 136A
 Alvin, Texas 77511
 832.526.0160
 STRUCTURAL ENGINEER
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Renovations and Additions to
Port Lavaca Animal Shelter
 201 Stringham Port Lavaca, Texas 77979

Swart Architects

2855 Mangum
 Suite 566
 Houston, Texas 77092
 (713) 823-1660

SA PROJECT NO:
2209

DATE:
05/03/2022

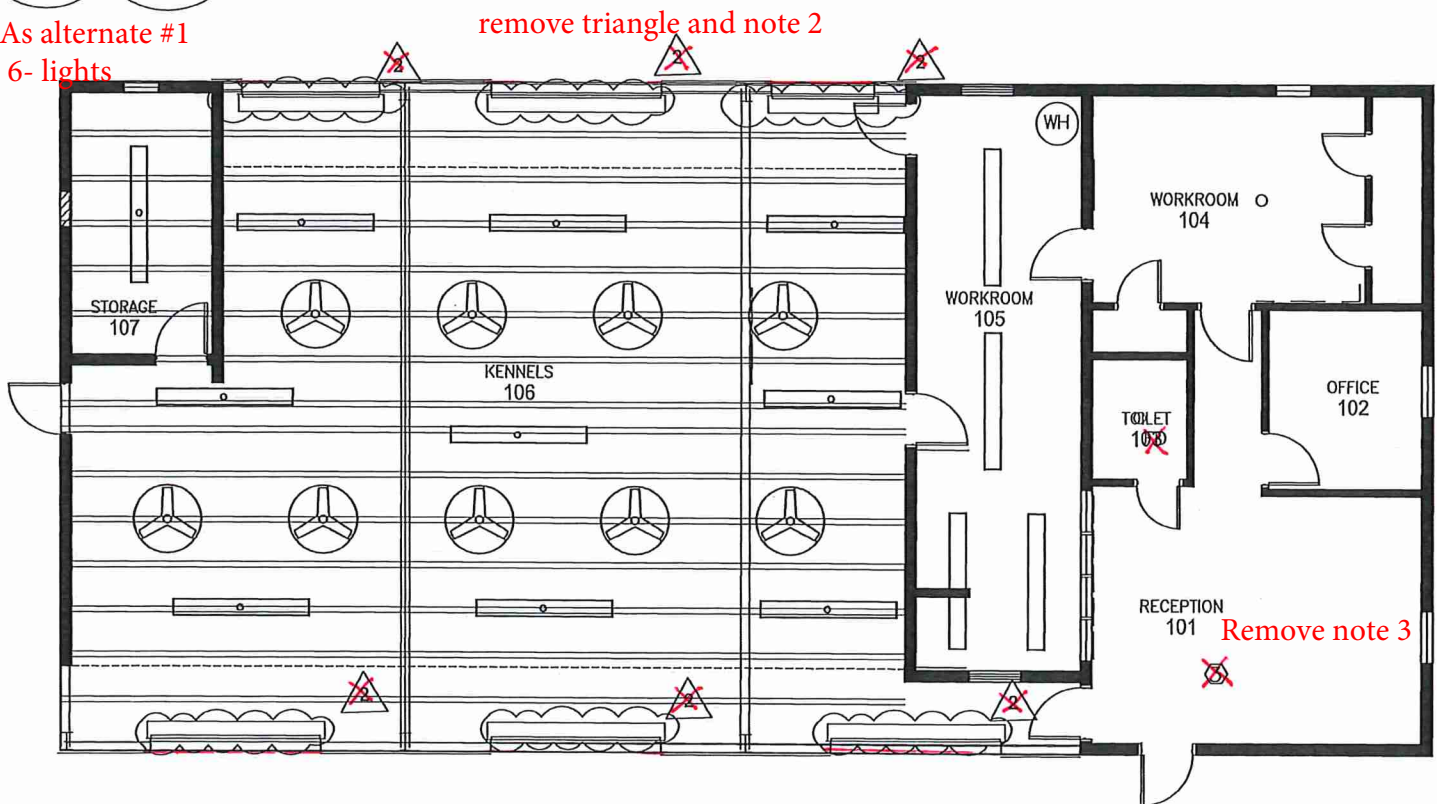
SHEET TITLE:
LIGHTING PLAN

SHEET NO.:

E1.0

JAMES E. THOMPSON & ASSOCIATES ENGINEERS
 First National Bank of Alvin Building
 1600 East Highway 6, Suite 311
 Alvin, Texas 77511
 T: (832)526-0160

• Mechanical • Electrical •
 • Plumbing Design •
 • Firm Registration #1228



Delete 1 and 2 below

1. WALL OCCUPANCY SENSORS - LEVITON #0CD15-IDW CEILING OCCUPANCY SENSORS - ACURTY #NGM-PDT-9 SENSORS SHALL MEET 2015 IECC 405.2.1.1.
2. THE CEILING MOUNTED MOTION DETECTOR SHALL BE EQUIPPED WITH A TIME SWITCH CONTROLLER WHICH WILL AUTOMATICALLY TURN OFF ALL THE LIGHTS IN THE SPACE WITHIN 30 MINUTES AFTER DEPARTURE OF THE LAST OCCUPANT.



remove triangle and note 2

Remove note 3

1 ELECTRICAL LIGHTING PLAN
 SCALE: 1/4" = 1'-0"

SCOPE OF ELECTRICAL WORK:

1. PROVIDE AND INSTALL NEW LIGHT FIXTURES IN CREMATORIA AREA AS REQUIRED, LIGHTS, AND POWER PER PLANS AND SPECIFICATIONS.
2. FIELD VERIFY AVAILABLE FAULT CURRENT AND MARK ON PLANS., DATE AND SIGN PER CITY OF HOUSTON CODE REQUIREMENTS.

GENERAL NOTES:

1. IF REQUIRED, CONTACT POWER COMPANY CONSULTANT PRIOR TO DOING ANY WORK. PURCHASE ALL PERMITS AND PAY ALL FEES.

ELECTRICAL NOTES:

1. LIGHT FIXTURES TO BE SERVED BY CONDUIT AND JUNCTION BOXES.
2. COORDINATE LIGHT FIXTURE LOCATIONS WITH OTHER REQUIREMENTS. COORDINATE WITH OWNER/ARCHITECT.
3. EXACT LOCATIONS OF SWITCHES SHALL BE AS PER EXISTING OR AS DIRECTED BY THE OWNER.
4. SWITCHING IS SHOWN DIAGRAMMATICALLY. CONSULT WITH OWNER'S REPRESENTATIVE TO EXACT FUNCTIONALITY OF SWITCHING. PROVIDE ADDITIONAL SWITCHES AND/OR RECEPTACLES IF REQUIRED BY OWNER.

ELECTRICAL NOTES:(CONTINUED)

5. ALL PANELS TO BE MARKED FOR ARC FLASH HAZARD PER NEC 110.16.
6. FAULT CURRENT SHOWN ON E3.0 IS BASED ON EXISTING PHYSICAL TRANSFORMER CONFIGURATION. EC TO VERIFY EXACT AVAILABLE SHORT CIRCUIT CURRENT AND PROVIDE FOR FULLY RATED EQUIPMENT.
7. ALL WORK TO BE IN COMPLIANCE WITH NEC 2020.
8. RUN 1" C., PVC SCHEDULE 80, 3/10, 1#12G UNDERGROUND FROM NEW CREMATORIUM BUILDING TO EXISTING PANEL 'M' IN KENNEL AREA. DO NOT CUT ANY EXISTING PAVEMENT, BORE UNDER.

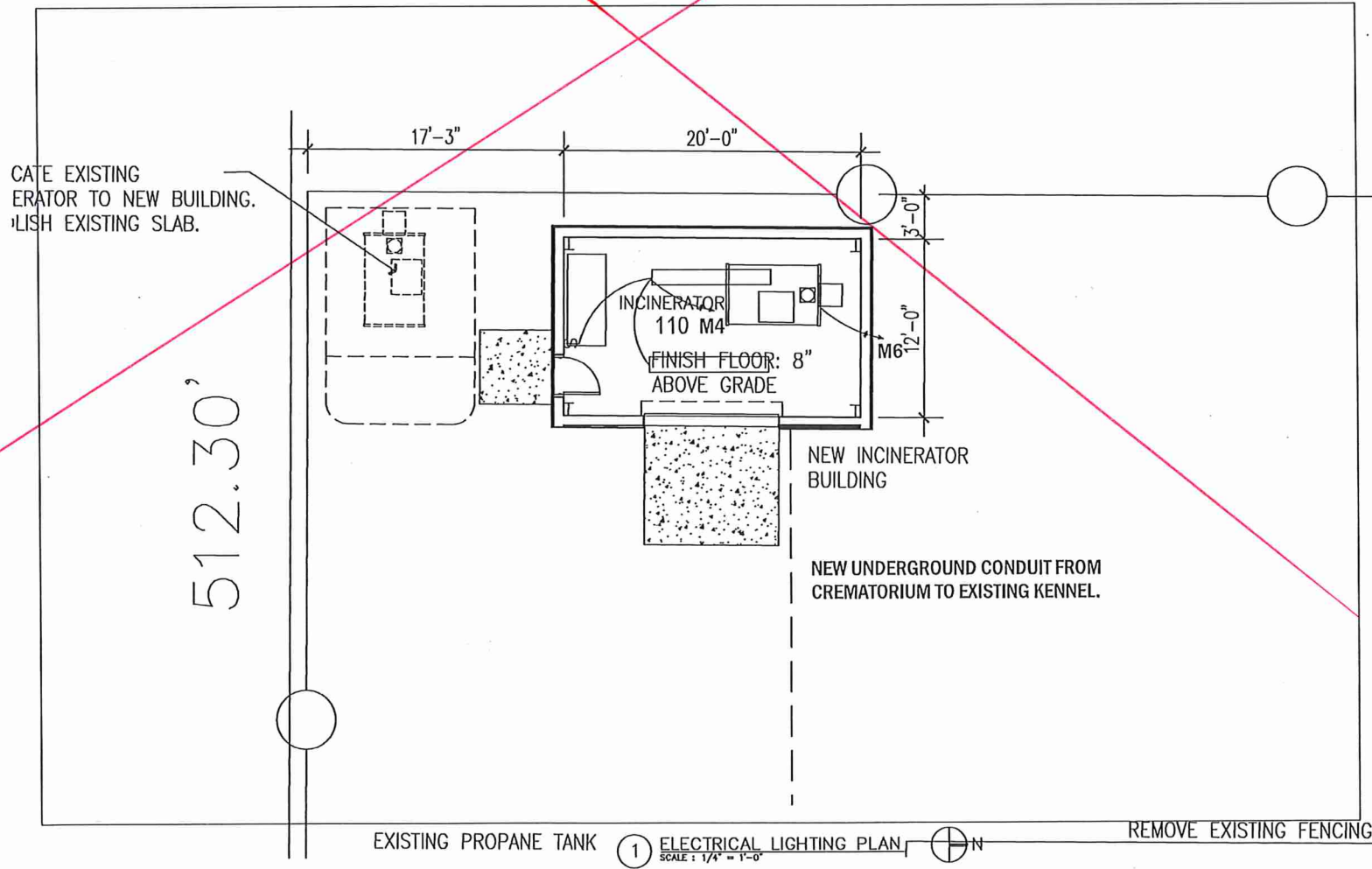
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ELECTRICAL LEGEND	
MARK	DESCRIPTION
•	FLUORESCENT FIXTURE
◻	FLUORESCENT FIXTURE WITH BATTERY PACK
⊙	WALL BRACKET FIXTURE
⊕	FLUORESCENT FIXTURE
⊗	EXIT LIGHT
⊕	SINGLE RECEPTACLE
⊕	DUPLEX CONVENIENCE OUTLET
⊕	FLOOR MOUNTED DUPLEX OUTLET
⊕	240V OUTLET
⊕	OUTLET WITH GROUND FAULT CIRCUIT INTERRUPTER
⊕	RECEPTACLE WITH ISOLATED GROUND
⊕	QUAD PLEX CONVENIENCE OUTLET
⊕	WALL SWITCH
⊕	3-WAY SWITCH
⊕	SWITCH W/PILOT LIGHT
⊕	PASSIVE INFRARED WALL SWITCH/SENSOR
⊕	MANUAL ON/OFF CONTROL
⊕	MOTOR RATED SWITCH
⊕	MOTOR
⊕	CIRCUIT HOME-RUN TO PANEL
⊕	SWITCH/LED
⊕	TELEPHONE OUTLET 1" TO ABOVE CEILING WITH WIRE TO TELEPHONE TERMINAL BOARD
⊕	DISCONNECT SWITCH
⊕	JUNCTION BOX
⊕	120V HARDWIRED CONNECTION
⊕	208V/120V HARDWIRED CONNECTION
⊕	MOTION DETECTOR, ARROW INDICATES DIRECTION
⊕	PHOTOCELL
⊕	208V/240V HARDWIRED CONNECTION
⊕	ELECTRICAL PANEL

ISSUE DATES	
DATE	DESCRIPTION
05/03/22	RENEW SET


PROJECT TEAM
 VP ENGINEER: James E. Thompson & Associates
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 Colleton, Texas 77554
 832.526.0160
 STRUCTURAL ENGINEER: C.J.G. Engineers
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 •Mechanical • Electrical • Plumbing Design •
 •Firm Registration #F1288

Renovations and Additions to
Port Lavaca Animal Shelter
 201 Stringham Port Lavaca, Texas 77979

Swart Architects
 2655 Mangum
 Suite 566
 Houston, Texas 77092
 (713) 623-1660


SA PROJECT NO.:
2209
 DATE:
05/03/2022
 SHEET TITLE:
LIGHTING PLAN
 SHEET NO.:

E1.1

SCOPE OF ELECTRICAL WORK:

- ~~1. PROVIDE AND INSTALL NEW ELECTRICAL EQUIPMENT AS REQUIRED; LIGHTS, AND POWER PER PLANS AND SPECIFICATIONS.~~
- ~~2. PROVIDE NEW EXTERIOR (BATTERY) EMERGENCY EGRESS LIGHTS AS REQUIRED BY CURRENT CODES.~~
- ~~3. FIELD VERIFY AVAILABLE FAULT CURRENT AND MARK ON PLANS, DATE AND SIGN PER CITY OF HOUSTON CODE REQUIREMENTS.~~

GENERAL NOTES:

- ~~1. CONTACT POWER COMPANY CONSULTANT PRIOR TO DOING ANY WORK. PURCHASE ALL PERMITS AND PAY ALL FEES.~~

ELECTRICAL NOTES:

- LIGHT FIXTURES TO BE SERVED BY CONDUIT AND JUNCTION BOXES.
- ~~2. COORDINATE LIGHT FIXTURE LOCATIONS WITH MECHANICAL REQUIREMENTS. COORDINATE WITH OWNER/ARCHITECT.~~
- ~~3. EXACT LOCATIONS OF SWITCHES SHALL BE AS PER EXISTING OR AS DIRECTED BY THE OWNER.~~
- ~~4. SEE E5.0 FOR DETAILS REGARDING CONNECTION OF BATTERY AND NIGHT LIGHTING CIRCUITS. ALL BATTERY POWERED LIGHTS TO BE CONNECTED TO NORMAL POWER CIRCUIT PER NEC 700.12(E).~~
- ~~5. SAFETY DISCONNECTS TO BE MOUNTED ON OUTSIDE OF HVAC UNIT. (30/240/2P/3R/HD/NF) DUPLEX GFCI CONVENIENCE RECEPTACLE OUTLET TO BE MOUNTED ON SIDE OF EACH HVAC UNIT IN CAST FD BOX WITH HINGED, GASKETED, WEATHERPROOF COVER PLATE.~~
- ~~6. SWITCHING IS SHOWN DIAGRAMMATICALLY. CONSULT WITH OWNER'S REPRESENTATIVE TO EXACT FUNCTIONALITY OF SWITCHING. PROVIDE ADDITIONAL SWITCHES AND/OR RECEPTACLES IF REQUIRED BY OWNER.~~
- ~~7. COORDINATE LOCATION OF HVAC UNIT WITH OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.~~

ELECTRICAL NOTES:(CONTINUED)

- ~~1. CEILING GRID NOT SHOWN FOR CIRCUIT CLARITY. FOR EXACT LOCATION OF CEILING GRIDS, REFER TO ARCHITECTURAL PLANS.~~
- ~~2. COORDINATE ALL HVAC SUPPLY AND RETURN REGISTER LOCATIONS WITH MECHANICAL DRAWINGS. LIGHT AND OR HVAC DIFFUSER LOCATIONS SHOWN TO BE MODIFIED AS REQUIRED TO ACCOMMODATE HVAC DROPS.~~
- ~~3. ALL PANELS TO BE MARKED FOR ARC FLASH HAZARD PER NEC 110.16.~~
- ~~4. FAULT CURRENT SHOWN ON E3.0 IS BASED ON EXISTING PHYSICAL TRANSFORMER CONFIGURATION. EC TO VERIFY EXACT AVAILABLE SHORT CIRCUIT CURRENT AND PROVIDE FOR FULLY RATED EQUIPMENT.~~
- ALL WORK TO BE IN COMPLIANCE WITH NEC 2020.

LIGHTING PLAN KEYED NOTES (FOR 1/E1.0 ONLY)

- ~~1. EXHAUST FANS, BROAN MODEL 509, 120V, 180 CFM. EXHAUST FANS ARE TO BE VENTED OUT THROUGH OUTSIDE WALL OR ROOF AS REQUIRED BY OWNER'S REPRESENTATIVE. (SEE M1.0)~~
- ~~2. ADJUSTMENTS TO LIGHT LOCATIONS REQUIRED FOR HVAC.~~
- ~~3. MOUNT LIGHT SWITCHES IN ACCESSIBLE LOCATION. COORDINATE EXACT LOCATION WITH OWNER'S REPRESENTATIVE.~~
- ~~4. EGRESS LIGHT TO BE EQUIPPED TO OPERATE UPON LOSS OF BUILDING POWER. BE CONNECTED THROUGH EXIT LIGHT, AND HAVE 90 MINUTE BATTERY BACK-UP.~~

SPECIAL INSTRUCTIONS:

- ~~1. WALL OCCUPANCY SENSORS - LEVITON #0CD15-IDW CEILING OCCUPANCY SENSORS - ACUITY #NCM-PDT-9 SENSORS SHALL MEET 2015 IECC 405.2.1.1.~~
- ~~2. THE CEILING-MOUNTED MOTION DETECTOR SHALL BE EQUIPPED WITH A TIME SWITCH CONTROLLER WHICH WILL AUTOMATICALLY TURN OFF ALL THE LIGHTS IN THE SPACE WITHIN 30 MINUTES AFTER DEPARTURE OF THE LAST OCCUPANT.~~
- ~~3. PROVIDE CIRCUITING SO THAT LIGHTING MAY BE REDUCED BY AT LEAST 50% VIA SWITCHING.~~
- ~~4. PROVIDE AND INSTALL A NEW DUPLEX RECEPTACLE OUTLET IN THE INCINERATOR SHED FOR THE FREEZER CONNECTION. ROUTE 3" C-3 #12AWG THHN CONDUCTORS THROUGH THE EXISTING WIREWAY TO PANEL.~~

ELECTRICAL LEGEND	
MARK	DESCRIPTION
⊖	FLUORESCENT FIXTURE
⊖	FLUORESCENT FIXTURE WITH BATTERY PACK
⊖	WALL BRACKET FIXTURE
⊖	FLUORESCENT FIXTURE
⊖	EXIT LIGHT
⊖	SINGLE RECEPTACLE
⊖	DUPLEX CONVENIENCE OUTLET
⊖	FLOOR MOUNTED DUPLEX OUTLET
⊖	240V OUTLET
⊖	OUTLET WITH GROUND FAULT CIRCUIT INTERRUPTER
⊖	RECEPTACLE WITH ISOLATED GROUND
⊖	QUAD PLEX CONVENIENCE OUTLET
⊖	WALL SWITCH
⊖	3-WAY SWITCH
⊖	SWITCH W/PILOT LIGHT
⊖	PASSIVE INFRARED WALL SWITCH/SENSOR
⊖	VEHICULAR GROUND CONTROL
⊖	MOTOR RATED SWITCH
⊖	MOTOR
⊖	CIRCUIT HOME-RUN TO PANEL
⊖	SWITCH LEG
⊖	TELEPHONE OUTLET 4" TO ABOVE CEILING WITH WIRE TO TELEPHONE TERMINAL BOARD
⊖	DISCONNECT SWITCH
⊖	JUNCTION BOX
⊖	120V HARDWIRED CONNECTION
⊖	240V/120V HARDWIRED CONNECTION
⊖	MOTION DETECTOR, ARROW INDICATES DIRECTION
⊖	PHOTOCELL
⊖	240V/120V HARDWIRED CONNECTION
⊖	ELECTRICAL PANEL

ISSUE DATES	
DATE	DESCRIPTION
05/03/22	REVIEW SET
10/24/22	OWNER REVISION

PROJECT TEAM
 VEP ENGINEER: James E Thompson & Associates
 1169 County Road 136A
 Alvin, Texas 77511
 832.526.0160
 STRUCTURAL ENGINEER: C/J Engineers
 3200 Wilcrest Dr, Suite 305
 Houston, Texas 77042
 713.780.3345
 SWL:

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Renovations and Additions to
Port Lavaca Animal Shelter
 201 Stringham Port Lavaca, Texas 77979

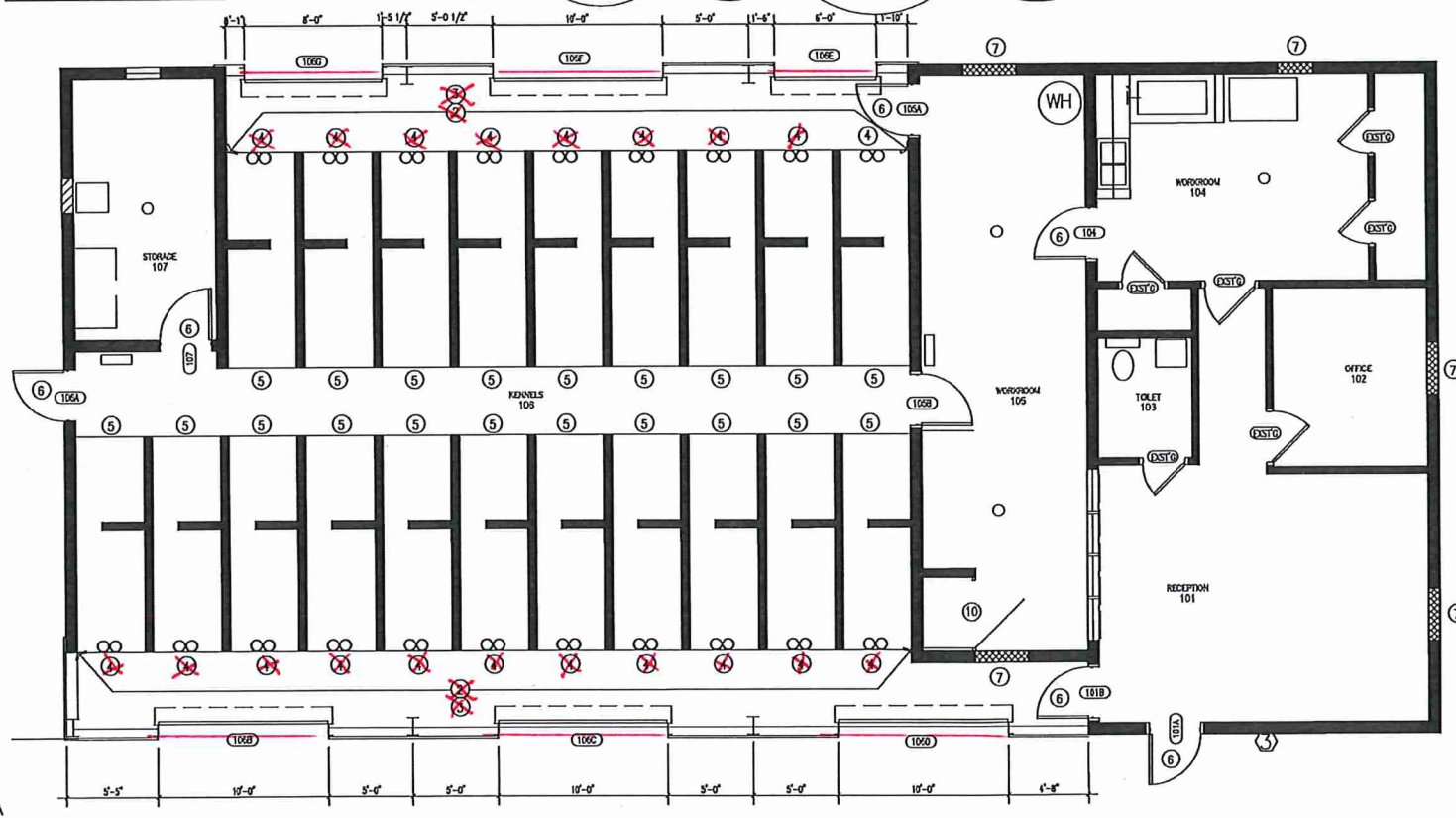


2855 Mangum
 Suite 500
 Houston, Texas 77092
 (713) 823-1660



SA PROJECT NO:
2209
 DATE:
05/03/2022
 SHEET TITLE:
POWER PLAN
 SHEET NO.:

JAMES E. THOMPSON & ASSOCIATES ENGINEERS
 First National Bank of Alvin Building
 1600 East Highway 6, Suite 331
 Alvin, Texas 77511
 T: (832)526-0160
 •Mechanical • Electrical • Plumbing Design
 • Firm Registration #1228



Delete 1 & 2 below

SPECIAL INSTRUCTIONS:

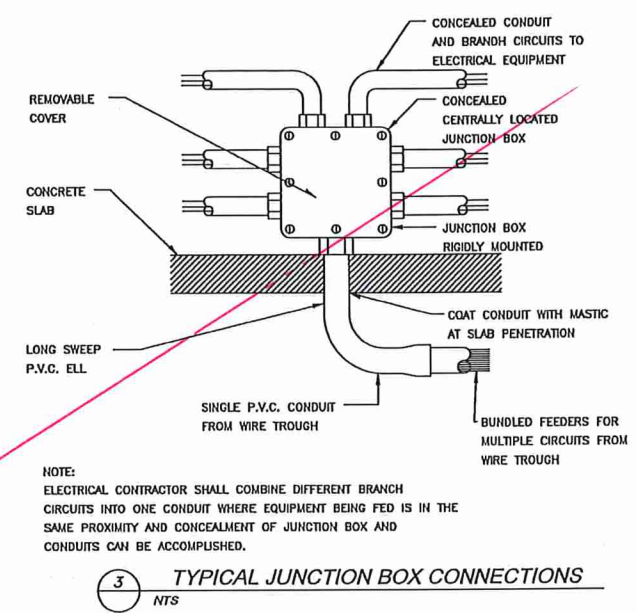
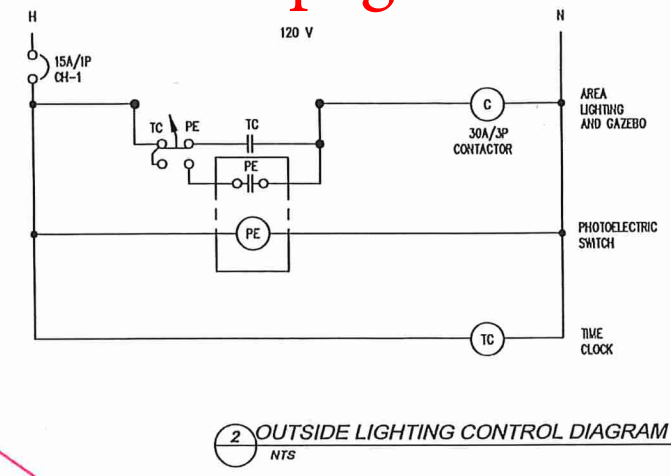
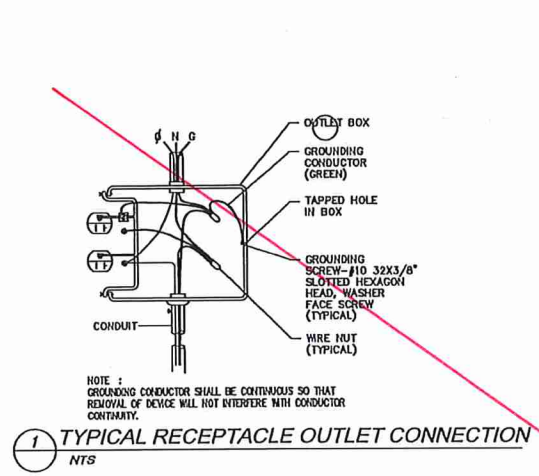
- WALL OCCUPANCY SENSORS - LEVITON #0CD15-IDW CEILING OCCUPANCY SENSORS - ACUITY #NCM-PDT-9 SENSORS SHALL MEET 2015 IECC 405.2.1.1.
- THE CEILING-MOUNTED MOTION DETECTOR SHALL BE EQUIPPED WITH A TIME SWITCH CONTROLLER WHICH WILL AUTOMATICALLY TURN OFF ALL THE LIGHTS IN THE SPACE WITHIN 30 MINUTES AFTER DEPARTURE OF THE LAST OCCUPANT.

1 ELECTRICAL LIGHTING PLAN
 SCALE: 1/4" = 1'-0"

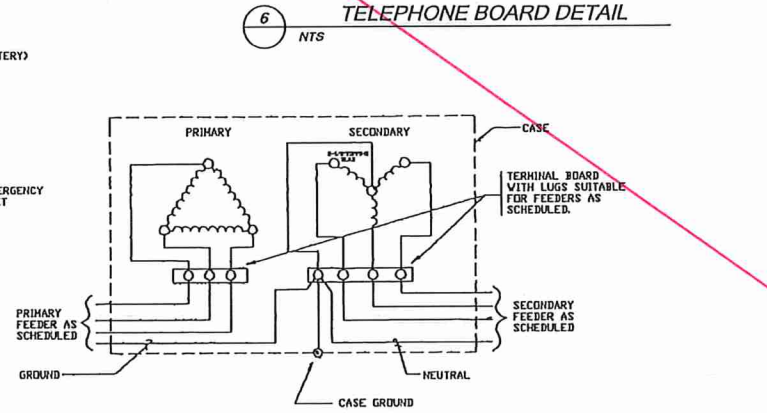
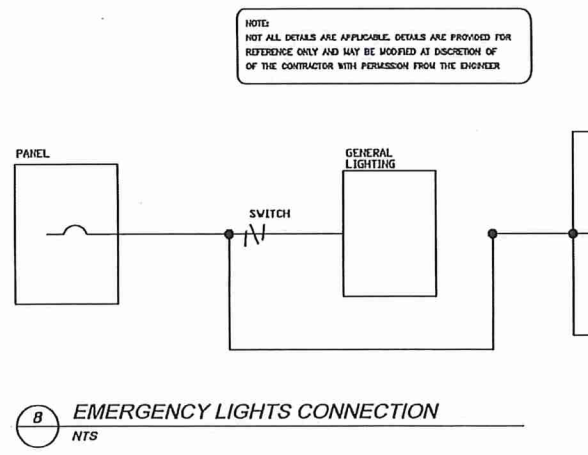
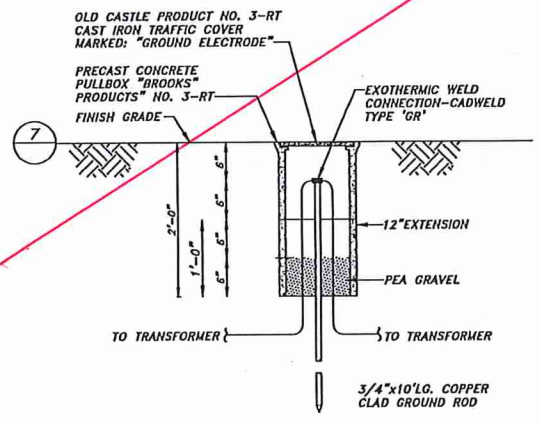
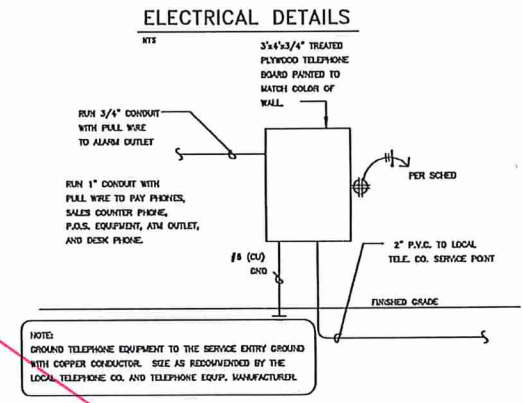
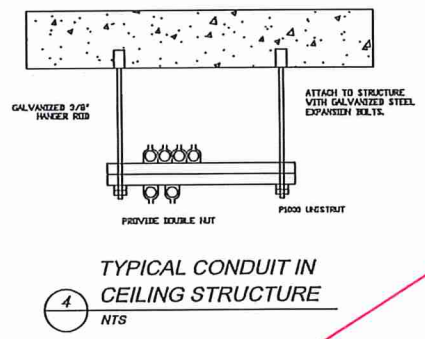
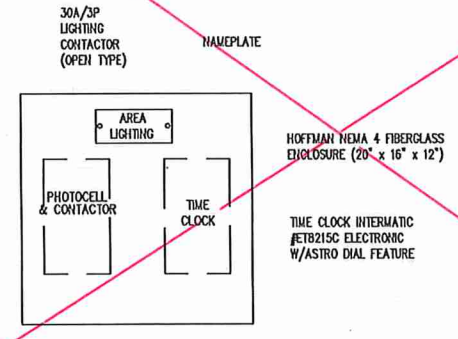


Remove all notes stricken through.
 Remove circles and all notes 2, 3 & 4 in room 106
 Remove OH doors from new walls and show 2-ped doors.
 Remove cloud

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- NOTES:**
1. ALL FIXTURES ARE 120 VOLTS UNLESS NOTED OTHERWISE.
 2. WET LOCATION RATING REQ'D.
 3. FIXTURES SHOWN ARE IDENTIFIED BY TYPE. PROVIDE FIXTURES AS REQUIRED BY OWNER/ARCHITECT.



NOTE: NOT ALL DETAILS SHOWN ARE APPLICABLE TO THIS PROJECT

NOTE: NOT ALL DETAILS ARE APPLICABLE. DETAILS ARE PROVIDED FOR REFERENCE ONLY AND MAY BE MODIFIED AT DISCRETION OF THE CONTRACTOR WITH PERMISSION FROM THE ENGINEER.

NOTE: GROUND CONNECTION TO ACCOMMODATE LINE SIZE CONDUCTOR.

ALL EMERGENCY, EXIT, EGRESS, AND NIGHT LIGHTS EQUIPPED WITH BATTERY BACK UP POWER SUPPLIES SHALL BE CONNECTED TO CIRCUITS AHEAD OF ANY SWITCHING (SEE NFPA 70, NEC 700.12(F)).

ISSUE DATES	
DATE	DESCRIPTION
05/03/22	REVIEW SET

PROJECT TEAM
 MEP ENGINEER: James E. Thompson & Assoc
 921 Blume Drive
 Galveston, Texas 77554
 832.526.0160
 STRUCTURAL ENGINEER: CJG Engineers
 3200 Wilcrest Dr. Suite 3C
 Houston, Texas 77042
 713.780.3345
 CIVIL:

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Renovations and Additions to
Port Lavaca Animal Shelter
 201 Stringham Port Lavaca, Texas 77979



2855 Mangum
 Suite 505
 Houston, Texas 77092
 (713) 823-1650



JAMES E. THOMPSON & ASSOCIATES ENGINEERS

SA PROJECT NO.: **2209**
 DATE: **05/03/2022**

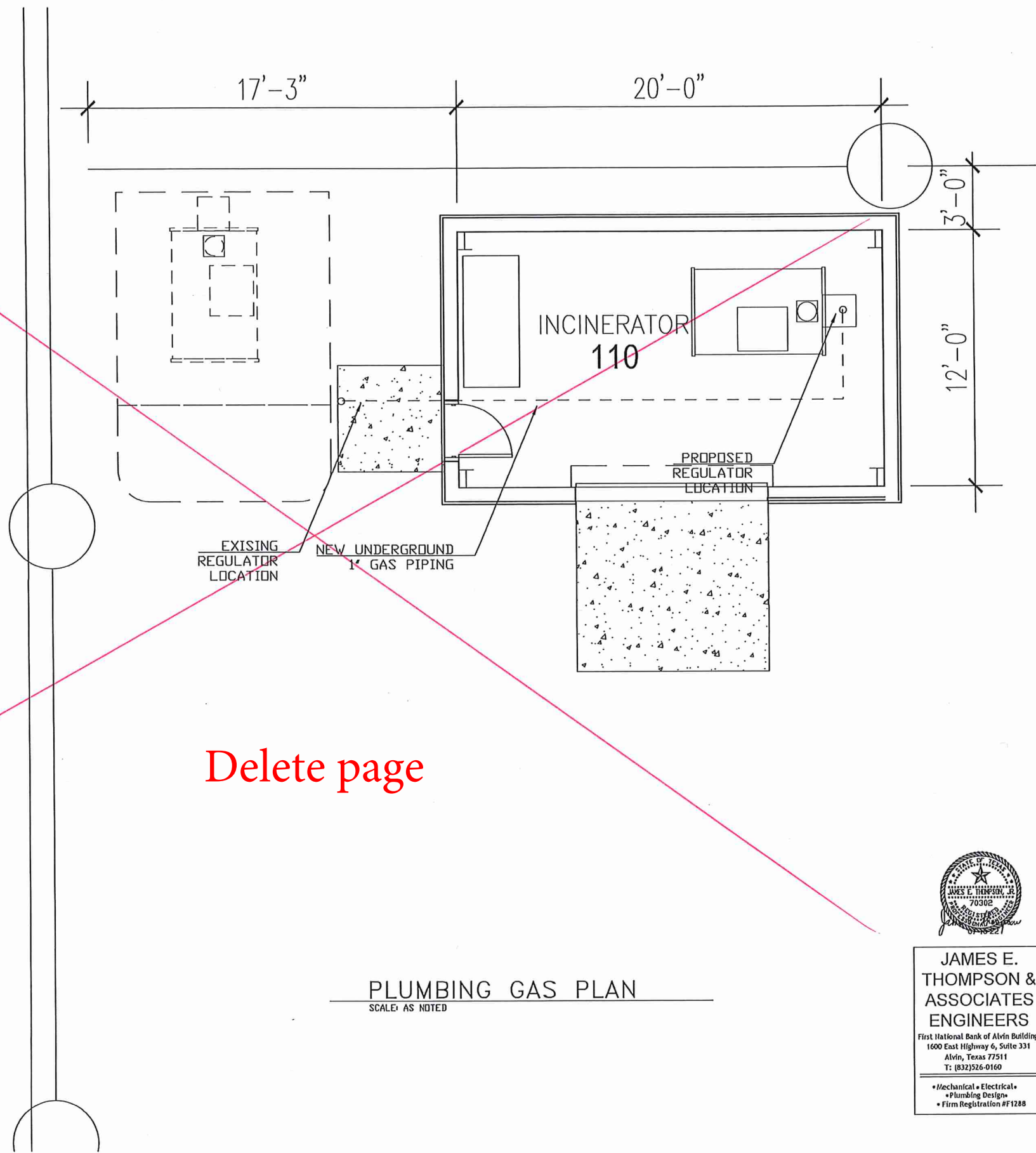
SHEET TITLE: **ELECTRICAL DETAILS**
 SHEET NO.: **E3.0**

First National Bank of Alvin Building
 1600 East Highway 6, Suite 331
 Alvin, Texas 77511
 T: (832)526-0160

• Mechanical • Electrical • Plumbing Design •
 • Firm Registration #F1288

SCOPE OF PLUMBING WORK


1. EXISTING INCINERATOR TO BE RELOCATED TO NEW BUILDING LOCATED ADJACENT TO EXISTING SITE.
2. DISCONNECT AND RELOCATE EXISTING GAS METER AS INDICATED ON PLANS.
3. EXTEND EXISTING PIPING FROM EXISTING REGULATOR LOCATION TO NEW LOCATION AND MAKE FINAL CONNECTIONS. RELOCATE REGULATOR.
4. COORDINATE WITH LOCAL GAS COMPANY IF REQUIRED. OBTAIN ALL PERMITS AND PAY ALL FEES.
5. SIZE PIPING AS PER EXISTING UNLESS A LARGER SIZE IS WARRANTED BY LOCAL CODES.
6. PIPING EXTENSION SHALL BE RUN UNDERGROUND IN ACCORDANCE WITH ALL APPLICABLE CODES. COORDINATED WITH OWNER/ARCHITECT.



Delete page

LEGEND	
—	COLD WATER
- - - - -	HOT WATER
- - - - -	SANITARY SEWER
- - - - -	GREASE LINE

PLUMBING GAS PLAN
SCALE: AS NOTED


JAMES E. THOMPSON & ASSOCIATES ENGINEERS
 First National Bank of Alvin Building
 1600 East Highway 6, Suite 331
 Alvin, Texas 77511
 T: (832)526-0160
 • Mechanical • Electrical •
 • Plumbing Design •
 • Firm Registration #F1288

ISSUE DATES	
DATE	DESCRIPTION
05/03/22	REVIEW SET

PROJECT TEAM
 MEP ENGINEER: James E. Thompson & Associates
 921 Blume Drive
 Galveston, Texas 77554
 832.526.0160
 STRUCTURAL ENGINEER: CJG Engineers
 3200 Wilcrest Dr. Suite 305
 Houston, Texas 77042
 713.780.3345
 CIVIL: _____

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Renovations and Additions to
Port Lavaca Animal Shelter
 201 Stringham Port Lavaca, Texas 77979

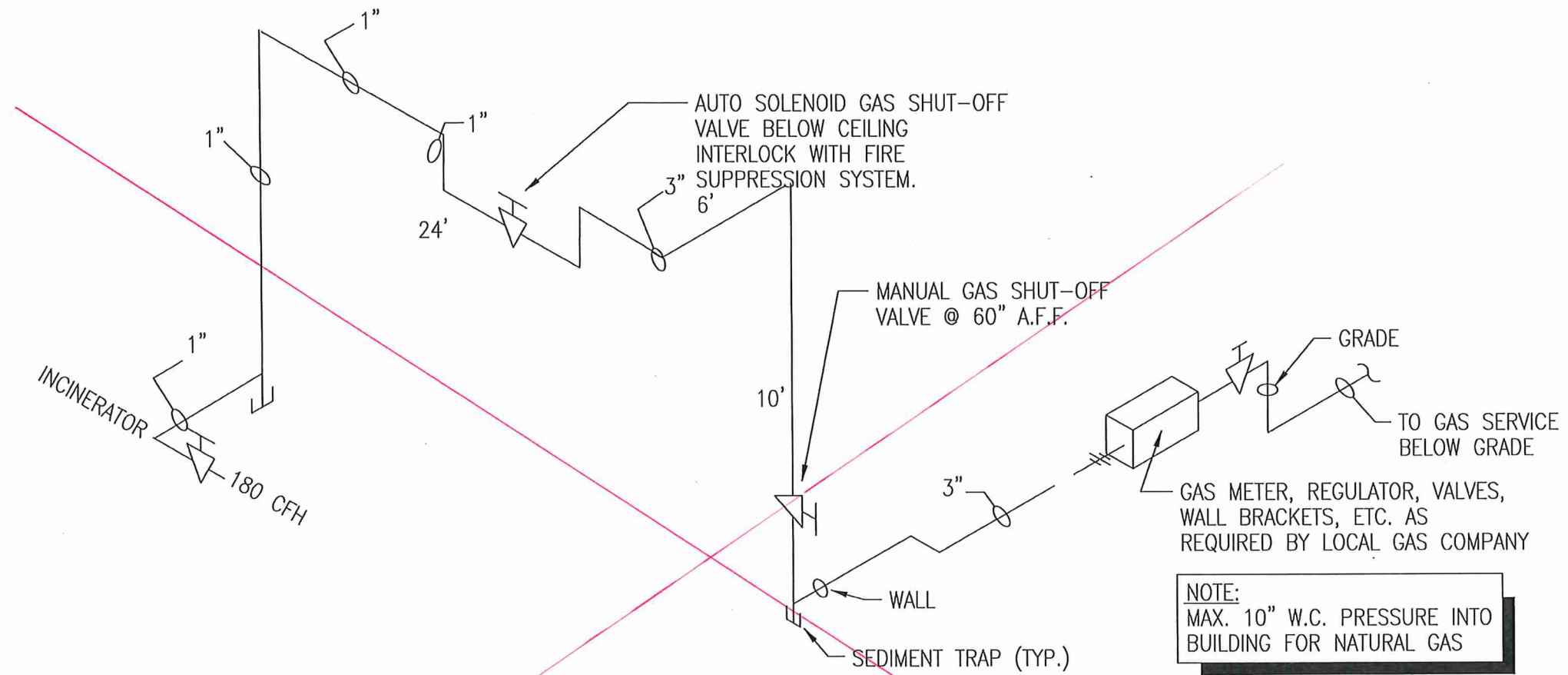
Swart Architects
 2855 Mangum
 Suite 566
 Houston, Texas 77092
 (713) 823-1660


SA PROJECT NO.:	2209
DATE:	05/03/2022
SHEET TITLE:	PLUMBING FLOOR PLANS
SHEET NO.:	P1.0

DATE	DESCRIPTION
05/03/22	REVIEW SET

PROJECT TEAM
MEP ENGINEER: James E Thompson & Associates
 921 Blume Drive
 Galveston, Texas 77554
 832.526.0160
STRUCTURAL ENGINEER: CJO Engineers
 3200 Wilcrest Dr. Suite 305
 Houston, Texas 77042
 713.780.3345
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- 3) TOTAL GAS LOAD = 180 CFH @ 1100 CFH/BTUH GAS
- 2) DEVELOPED LENGTH = 65 FT, THEREFORE 1" GAS PIPE REQUIRED.
- 1) 4 OZ PRESSURE


GAS SCHEDULE	CFH
INCINERATOR	318
TOTAL	318

CONTRACTORS TO VERIFY ALL METERING REQUIREMENTS WITH OWNER AND LOCAL UTILITY PRIOR TO BUILD.


CONTRACTOR SHALL VERIFY THE ACTUAL GAS REQUIREMENT FOR EACH FIXTURE TO BE INSTALLED AND ALSO FIELD-VERIFY THE ACTUAL LENGTH OF PIPE AS INSTALLED. IF THE EXISTING GAS METER IS NOT SUFFICIENT THE ACCOMMODATE THE REQUIREMENT, THEN CONTRACTOR SHALL HAVE GAS COMPANY INSTALL AN APPROPRIATELY-SIZED GAS METER TO HANDLE THE EXPECTED REQUIREMENT.

Delete page
GAS RISER

NTS


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Renovations and Additions to
Port Lavaca Animal Shelter
 201 Stringham Port Lavaca, Texas 77979

Swart Architects
2895 Mangum
 Suite 566
 Houston, Texas 77092
 (713) 823-1660


SA PROJECT NO.:
2209
 DATE:
05/03/2022
 SHEET TITLE:
NATURAL GAS RISER
 SHEET NO.:
P2.0

COMMUNICATION

SUBJECT: Consider approval of AECOM Task Order No. 5 for the following Scope of Work: City of Port Lavaca Lynn’s Bayou Wastewater Treatment Plant Expansion; Basic Services Items 1, 2, 3, in the total amount of \$494,588.00; authorize Budget Amendment for loan to Public Utility Fund from General Fund in the same amount and authorize a Notice to Proceed on December 13, 2022. Presenter is Wayne Shaffer

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: DECEMBER 12, 2022

AGENDA ITEM __

DATE: 12.07.2022

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: AECOM Task Order No. 5



BACKGROUND:

The City’s wastewater treatment plant (WWTP) has exceeded 75% capacity for 3 or more consecutive months and TCEQ has mandated that engineering design must begin to expand the WWTP capacity. Our initial step down this road was to perform some needed improvements to the plant which were identified in the study performed by AECOM a year ago. That project is currently in the bid phase and is scheduled to bid on December 14. We must now take the next step to begin the engineering for the construction of the WWTP plant expansion, which will provide additional capacity.

AECOM has submitted a proposal for a Task Order No. 5 which includes design work up to 30% complete and assistance as needed to apply for a Texas Water Development Loan for funding for the project if that is the direction we want to go. The total engineering fee for this scope is \$494,588.00.

FINANCIAL IMPACT:

The finance committee has reviewed the financial impact for this contract and has agreed that the Public Utility Fund will borrow funds from the General Fund that will be paid back at a later date.

RECOMMENDATION: It is staff’s recommendation to award to AECOM Task Order No. 5 to AECOM’s Master Engineering Services Agreement, dated May 10, 2022 in the amount of \$494,588 to include Basic Services 1, 2 and 3 as outlined in the proposal dated 10/21/2022.

ATTACHMENTS:

- AECOM Task Order NO. 5

AECOM
19219 Katy Freeway, Suite 100
Houston, TX 77094
USA
aecom.com

12/7/2022

Jody Weaver, PE
City Manager
202 North Virginia
Port Lavaca, TX 77979

**RE: Request for Authorization to Proceed
Task Order 5: Final Design, Bid and Construction Phase Services for City of Port Lavaca
Lynn's Bayou Wastewater Treatment Plant Expansion**

Dear Ms. Weaver,

As requested by City of Port Lavaca (City) in the meeting on August 25, 2022, AECOM is pleased to submit this proposal to provide Professional Engineering Services for the expansion of the Lynn's Bayou Wastewater Treatment Plant from 2 MGD to 4 MGD capacity.

Background

City of Port Lavaca owns and operates the Lynn's Bayou Wastewater Treatment Plant (WWTP). The WWTP is located at 800 N. Commerce St., Port Lavaca, TX 77979, approximately 30 miles southeast of Victoria, Texas.

The WWTP was originally constructed in 1982 for a rated capacity of 1.5 MGD and was expanded in 2001 to 2 MGD. The plant is an activated sludge facility permitted for 2 MGD average daily flow and a 2-hour peak flow of 5,319 gpm or 7.65 MGD (TPDES Permit No. WQ0010251001). The existing treatment system consists of a mechanical bar screen, a grit classification chamber, two sequential aeration basins, two secondary clarifiers, UV disinfection, Parshall flume flow meter and outfall structure, an aerobic digester, a sludge thickener, a Return Activated Sludge (RAS)/Waste Activated Sludge (WAS) pump station, sludge dewatering beds, and four blowers.

The current average daily flow to the plant had increased over 75% of the WWTP rated flow for three consecutive months. With this exceedance rate over 75%, per TCEQ Rule §305.126 (a), City (permittee) initiated engineering and financial planning for expansion of the WWTP. City contracted with AECOM in 2021 to perform an assessment of the WWTP and plan for expansion of the plant. The September 2021 report titled "Lynn's Bayou Wastewater Treatment Plant Expansion" recommended performing a short-term improvements project that would address the immediate needs of the WWTP, including increasing the blower capacity for the aeration basins. The short-term improvements project is currently in design by AECOM.

The report evaluated two alternatives for increasing the WWTP capacity from 2 MGD to 4 MGD and made a recommendation of the preferred alternative. The report also recommended improvements to be performed in two phases. As discussed in the call, construction costs have seen a significant increase in recent months. The need for funding sources indicates a need to perform a 30% design to define current expansion requirements, current construction costs and the opportunity to phase construction. Proposed expansion of the WWTP per the recommended alternative includes design and construction of:

1. Headworks, grit basin and flow splitter box
2. Anoxic basins
3. Aeration basins with fine bubble diffusers
4. Aeration basins blower building
5. Final clarifiers and flow splitter box
6. RAS Pump Station
7. WAS Pump Station
8. UV Disinfection System Expansion
9. New Office/Lab Building
10. Modifications to existing Circular WWTP
11. Modifications to existing Sludge Dewatering Beds
12. Modifications to existing Parshall Flume

AECOM's Scope of Services for this project will include

Basic Services:

- o Develop plan for sampling and source identification of Copper and Zinc in wastewater
- o Perform 30% preliminary design of the WWTP expansion
- o Provide assistance to the City in applications for securing funds/grants
- o Perform detailed final design of the WWTP expansion
- o Provide bidding services
- o Provide construction phase services

Additional Services:

- o Treatment system design for removal of Copper and Zinc, if required

The Scope of Services described here covers services for the services listed above by AECOM. If the City is successful in securing funds/grants available through Texas Water Development Board (TWDB), coordination of activities and obtaining approval of design and construction documents will be required. This proposal accounts for coordination with TWDB on such activities.

Exhibit "A" provides an itemization of the labor and expenses associated with the Scope of Services.

Exhibit "B" presents the proposed schedule for completion of the proposed Scope of Services.

BASIC SERVICES**SCOPE OF SERVICES – Sampling and Source Identification of Copper and Zinc**

The September 2021 report notes that, upon review of effluent data, copper and zinc concentrations have exceeded the daily maximum permit limits on several occasions. The permit limits on copper and zinc are anticipated to get more stringent in the future. It is essential to identify the source of these heavy metals, if possible, and mitigate the issue to be in compliance with current and future permit limits. Treatment process to reduce the concentration of copper and zinc at the WWTP would be considered as the secondary option and only if required.

This task will have to be authorized at the beginning i.e., along with 30% Design and Funding Assistance tasks and will have to be performed concurrently so that the need for a treatment system is determined prior to final design. Task 1 of 30% Design task will cover the project management required for this task. This task is anticipated to span over a period of four (4) months.

Scope of Services for this additional services task is outlined as below

- Develop plan for sampling and source identification of Copper and Zinc. This plan would include a multi-step approach that would require analysis of sampling results at every step.
- Perform source sampling and testing: Sampling to be performed by City staff as directed by the plan in specific service areas. An allowance amount has been included to utilize the services of a third-party lab for testing of water samples.
- AECOM will review and summarize the findings at every step of the plan. Instructions will be provided to the City on the next set of sampling to be performed, if deemed necessary.
- Once a contributor/source is identified, City shall negotiate an agreement with the contributor and make arrangements to control copper and zinc discharge at the source.
- A technical memo to document the work performed, findings and recommendations will be submitted upon completion of this task.

A third-party laboratory would be used in testing of water samples. Benefit in implementation of a source control and mitigation strategy includes eliminating the need for specialized treatment processes for metals removal at the WWTP. It shall be noted that the contributing source may not be identified even with extensive sampling.

SCOPE OF SERVICES – 30% Design

The September 2021 Wastewater Expansion Report made a recommendation of the preferred alternative for increasing the WWTP capacity from 2 MGD to 4 MGD and. A 30% design of the preferred alternative will be performed that includes the following tasks

Task 1 – Project Management

Project management associated is anticipated to span four (4) months as proposed in the attached schedule and includes the following sub-tasks:

Task 1.1: Project Management and Administration**Task 1.1.1: Project Setup and Administration**

Setup project in AECOM project management system and administration during the span of the project including oversight, tracking and coordination.

Task 1.2: Meetings**Task 1.2.1: Client Kickoff Meeting**

At the beginning of the project, AECOM will assist in the organization of and participate in a project kickoff meeting. The purpose of this meeting is to review the project objectives, identify guiding principles, and use these guides in the design of WWTP expansion.

An internal kickoff meeting will be conducted with AECOM team members to convey scope of the project and define roles and responsibilities. A kickoff meeting will be conducted with the subconsultants performing survey and geotechnical work to define goals, communication protocols, and management and invoicing procedures.

Task 1.2.2: Project Coordination

Task includes subconsultant management and coordination. AECOM will prepare and provide specific details on the scope of work of subconsultants and meet with them on-site prior to commencement of field work. Their work and progress will be coordinated; their deliverables will be reviewed prior to acceptance.

AECOM will conduct biweekly internal progress meetings with the multi-disciplinary teams involved to review progress, and discuss challenges, action items and path forward.

AECOM has previously communicated with TCEQ during the evaluation phase to determine anticipated future permit limits. A meeting will be organized with TCEQ to review the anticipated permit limits.

Task 1.2.3: Project Status Meetings

AECOM will assist in the organization of and participate in monthly project meetings with the City to communicate and receive input and feedback on data requirement, challenges, outstanding issues, status, decisions, and progress update. The project team will provide an agenda, summary minutes, and an updated decision and action items log for each meeting. The proposal is based on a total of four (4) meetings including status meetings and a review meeting.

Task 1.3: Project Management Deliverables

Task 1.3.1: Project Plan and Schedule

Prepare project plan that defines the project requirements, work breakdown structure, project control strategy, communication plan, quality assurance / quality control (QA/QC) plan, and decision-making/change management process.

Prepare a schedule to reflect the sequencing of the work. The schedule will be aligned with the work breakdown created and will be reviewed during the monthly status meetings and updated monthly as part of the status report. Changes to the project schedule will be identified and explained in the monthly status report.

Task 1.3.2: Monthly Invoices and Status Reports

Submit monthly invoices along with a status report summarizing progress of the project and updated project schedule.

Task 2 – 30% Design

Perform 30% final design and prepare a set of 30% design drawings, list of technical specifications, product data sheets of major equipment, construction cost estimate, preliminary project schedule and detailed design schedule will be prepared.

Task 2.1: Preliminary Design and Deliverables

Task 2.1.1 Site Design

AECOM will review and determine design criteria, and governing codes and standards. 100 yr & 500 yr floodplain limits and elevations will be reviewed, and mitigation measures will be determined as applicable. 30% design drawing set will include survey drawings, site layout and site grading plan.

Task 2.1.2 Process Mechanical Design

The treatment processes recommended in the September 2021 report will be verified and designed. The overall process flow diagram, and plan and section views of the individual treatment units will be prepared. All major equipment proposed for installation will be listed along with list of acceptable manufacturers; product data sheets will be provided.

Task 2.1.3 Hydraulic Design

A hydraulic profile that integrates both the proposed and existing facilities will be developed. Design configuration of treatment processes will be finalized using the hydraulic profile created. The preliminary hydraulic profile developed will be presented as part of the 30% drawing package.

Task 2.1.4 Structural Design

Criteria for structural design that will provide a uniform approach to the structural design for the proposed facilities will be determined. Codes and standards applicable for the structural design will be identified and listed. The different categories of load will be identified and the estimated loads for the individual categories will be listed. The existing facilities will be evaluated and rehabilitation needs will be determined. Review draft Geotech Report and provide comments.

Task 2.1.5 Architectural Design

This task will include planning requirements, description of occupancy and construction types for structures, general life safety requirements, and ventilations and electrical considerations. Any special permitting and code requirements will be identified. Design will include preparation of preliminary equipment schedule, preliminary sizing and routing of ductwork, piping and plumbing systems, and identification of electrical requirements for mechanical equipment. Design drawings set will include buildings architectural plan and sections and buildings HVAC plans and sections.

Task 2.1.6 Electrical Design

Electrical design will include identification of list of references standards, requirements of new utility service, major electrical equipment, standby power, and motor control and protection. Design drawings package will include electrical one-line diagrams and major equipment layout/electrical room plans.

Task 2.1.7 Instrumentation and Control Design

Instrumentation and control design will include general description and requirements of Programmable Logic Controllers (PLC) and Supervisory Control and Data Acquisition (SCADA) systems to be installed at the plant and preliminary process and instrumentation diagrams.

Task 2.2 Design Drawings and Technical Specifications**Task 2.2.1 Design Drawings**

This task includes preparing 30% design drawings for the WWTP Expansion. The design package will include drawings from the following disciplines: Civil, Mechanical, Structural, Architectural, Electrical and Instrumentation and Control as indicated above.

Task 2.2.2 Technical Specifications

A preliminary list of the technical specifications that are expected to be used for bid will be provided at the 30% milestone review. A set of technical specifications will be provided at each milestone review, starting with the 60% milestone. A Preliminary Engineering Report will be prepared to document design and calculations performed.

Task 2.3 Opinion of Probable Construction Cost and Schedule

Opinion of Probable Construction Cost (OPCC) will be developed based on the 30% design performed. An overall project schedule and a detailed design schedule will be prepared and submitted.

Phasing of the project will be considered and reviewed at this stage of the project. A separate proposal requesting authorization of the design with details of the scope and level of effort will be submitted upon determination of the need.

Survey services for the Final Design phase of the project will be performed by Civil Corp and geotechnical services will be provided by TSI Laboratories. Fees for their services are included in the proposal.

SCOPE OF SERVICES – Assistance in Applications for Funds/Grants

City of Port Lavaca, in the August 25 meeting, requested AECOM's help in assisting them with applying for state/federal grants to fund the design and construction of the WWTP expansion. This task will have to be authorized at the beginning i.e., along with two previously detailed tasks and will have to be performed concurrently with the 30% Design and Final Design tasks. Task 1 of 30% Design and Final Design tasks will cover the project management required for this task. This task is anticipated to span over a period of six (6) months.

Scope of this task will include the following

- Identify available programs for design and construction of the WWTP expansion project. Review eligibility requirements, additional subsidization eligibility and deadlines. Programs potentially to be considered would be Water Development Fund (DFund) – State, Clean Water State Revolving Fund (CESRF) - Federal, etc. available through TWDB.
- AECOM will communicate with TWDB regional office with inquiries.
- Attend pre-application meeting along with the City.
- Obtain application forms required for the appropriate program and determine data needs.
- Assist with filling of applications and preparing cost estimates, project description and eligibility justifications.
- This proposal assumes that the City would provide all data required by the agency. Data requirements, per guidance documents, may include but not limited to audits, census, population and demand projections, certificates and operations budget, council resolution, environmental assessment, water conservation plan, water use survey etc. If required, AECOM can assist in preparation of these documents as an additional service; a separate proposal will be submitted for these services.

SCOPE OF SERVICES – Final Design

With City's review and approval of the 30% preliminary design, AECOM will submit a request for authorization of Final Design of the WWTP expansion. This phase will have 60%, 90% and bid ready package design milestone deliverables.

Task 1 – Project Management

Project management associated is anticipated to span ten (10) months as proposed in the attached schedule and includes the following sub-tasks:

Task 1.1: Project Management and Administration**Task 1.1.1: Project Setup and Administration**

Setup project in AECOM project management system and administration during the span of the project including oversight, tracking and coordination.

Task 1.2: Meetings**Task 1.2.1: Project Coordination**

AECOM will conduct biweekly internal progress meetings with the multi-disciplinary teams involved to review progress, and discuss challenges, action items and path forward.

Approval of plans and specifications will be required by TWDB; AECOM will coordinate the submittal and approval process with the agency.

Coordination will be done with American Electric Power (AEP) during the course of the final design phase in sizing transformer(s) and setting up service.

Task 1.2.2: Project Status Meetings

AECOM will assist in the organization of and participate in monthly project meetings with the City to communicate and receive input and feedback on data requirement, challenges, outstanding issues, status, decisions, and progress update. The project team will provide an agenda, summary minutes, and an updated decision and action items log for each meeting. The proposal is based on a total of ten (10) including status and review meetings.

Task 1.3: Project Management Deliverables**Task 1.3.1: Project Plan and Schedule**

Update project plan and schedule prepared at the 30% design stage. Changes to the project schedule will be identified and explained in the monthly status report.

Task 1.3.2: Monthly Invoices and Status Reports

Submit monthly invoices along with a status report summarizing progress of the project and updated project schedule.

Task 2 – Final Design

Perform Final Engineering Design and prepare construction drawings and technical specifications. AECOM technical specifications, modified for job specific requirements, will be used for the project. Final design phase of this WWTP expansion project will include design of

1. Headworks, grit basin and flow splitter box
2. Anoxic basins
3. Aeration basins with fine bubble diffusers
4. Aeration basins blower building
5. Final clarifiers and flow splitter box
6. RAS Pump Station
7. WAS Pump Station
8. UV Disinfection System Expansion
9. New Office/Lab Building
10. Modifications to existing Circular WWTP
11. Modifications to existing Sludge Dewatering Beds
12. Modifications to existing Parshall Flume

Task 2.1 Final Design Drawings and Project Manual**Task 2.1.1 Final Design Drawings**

This task includes preparing detailed design drawings for the WWTP Expansion. The design package will include drawings from the following disciplines: Mechanical, Civil, Structural, Architectural, HVAC, Electrical and Instrumentation and Control. The design drawings will be designed based off applicable codes and standards. A set of design drawings will be provided at the 60%, 90% and bid ready package milestones.

Task 2.1.2 Technical Specifications

This task includes preparing technical specifications for the WWTP Expansion. This will include specification for the following disciplines: Mechanical, Civil, Structural, Architectural, HVAC, Electrical and Instrumentation and Control. The design drawings will be designed based off applicable codes and standards. A set of technical specifications will be provided at the 60%, 90% and bid ready package milestones.

Task 2.2 TCEQ Submittal

This task includes finalizing the engineering report describing the WWTP expansion that will be delivered to the TCEQ for review. AECOM will also be responsible for responding to any comments provided by the TCEQ.

Task 2.3 Opinion of Probable Construction Cost and Schedule

Opinion of Probable Construction Cost (OPCC) developed at the 30% milestone will be updated based on the WWTP expansion final design drawings and specifications. OPCC prepared will be delivered as a part of each milestone review package.

Task 2.4 Deliverables

During the Final Design phase of the project, AECOM will package and deliver milestone review packages for the WWTP expansion for review to the City of Port Lavaca. AECOM will deliver electronic copies of the 60%, 90%, and bid ready milestone packages.

The proposal includes allowances for final design, by AECOM, of treatment facilities required for copper and zinc abatement, if required. A separate proposal requesting authorization of the design with details of the scope and level of effort will be submitted upon determination of the need.

Fee for additional survey and SUE services by Civil Corp has been included in the proposal, to be utilized as determined to be necessary.

SCOPE OF SERVICES – Bid Phase**Task 1 – Project Management**

Project management associated is anticipated to span four (4) months as proposed in the attached schedule and includes the following sub-tasks:

Task 1.1: Project Management and Administration**Task 1.1.1: Project Setup and Administration**

Setup project in AECOM project management system and administration during the span of this task including oversight, tracking and coordination.

Task 1.2: Meetings**Task 1.2.1: Project Meetings and coordination**

AECOM will conduct internal meetings with the staff involved to review progress and address questions from contractors. The proposal is based on conducting a total of two (2) meetings.

Notification of and approval by TWDB is required at every stage of this task including advertisements and award of contract. AECOM will coordinate with the agency's representative.

Task 1.2.2: Project Status Meetings

AECOM will assist in the organization of two (2) project status meetings with the City during the Bid Phase to communicate and receive input and feedback on challenges, outstanding issues, status, decisions, and progress update.

Task 2 – Bid Services

Perform bid services including preparing construction document package for bidding and reviewing construction bids. This task includes the following sub-tasks:

Task 2.1: Bid Services

AECOM's front end contract documents will be used for this project. This task will include reviewing the front-end contract documents and preparing a combined bid package. AECOM will assist the City in preparing an advertisement and publishing two advertisements in two local newspapers and in Civcast. Cost for publications will be paid by the City.

AECOM will conduct a pre-bid meeting and prepare and transmit pre-bid meeting minutes. AECOM will respond to prospective bidders' questions related to the WWTP expansion and will issue contract addenda required to clarify or modify the contract documents.

AECOM will evaluate bids received by checking references and confirming that all required documents have been provided. AECOM will prepare bid tabulation and Recommendation of Award letter to the City.

SCOPE OF SERVICES – Construction Phase

Task 1 – Project Management

Project management associated is anticipated to span twenty-four (24) months as proposed in the attached schedule and includes the following sub-tasks:

Task 1.1: Project Management and Administration

Task 1.1.1: Project Setup and Administration

Setup project in AECOM project management system and administration during the span of the project including oversight, tracking and coordination.

Task 1.2: Meetings

Task 1.2.1: Project Meetings and Coordination

Once construction contract is awarded, AECOM will assist in the organization of and participate in a construction kick-off meeting that will be held at the WWTP. This meeting will discuss general and specific requirements for fulfilling the construction contract including construction phasing, use of existing facilities, and project coordination.

An internal kickoff meeting will be conducted with AECOM team members to convey scope of the construction project and define responsibilities.

AECOM will assist in organizing of and participate in substantial completion inspections of the project and develop punch list items that will be required for final completion. The proposal is based on conducting a total of four (4) partial substantial completion inspections and one (1) final completion inspection. AECOM, along with the City, will conduct a final review of the project for compliance with the Contract Documents.

Notification of and approval by TWDB is required at every stage of this task including kickoff, change orders and close out. AECOM will coordinate these with the agency's representative.

Task 1.2.2: Project Status Meetings

AECOM will assist in the scheduling of and participate in monthly project progress meetings with City and the contractor to review progress of construction, communicate and receive input and feedback on challenges and outstanding issues. AECOM will prepare agenda and meeting minutes each meeting. The proposal is based on conducting a total of twenty-four (24) on-site progress meetings.

A site visit will be conducted after the progress meeting to observe progress. In performing this service, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work or material; he/she will not be responsible for the techniques of construction or the safety precautions incident thereto; and he/she will not be responsible nor liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents. During visits to the construction site, and on the basis of the Engineer's on-site observations, he/she will keep the City informed of the extent of the progress of the work, and advise the City of material and substantial defects and deficiencies in

the work of contractors which are discovered by the Engineer or otherwise brought to the Engineer's attention in the course of construction.

AECOM will visit the site, in addition to the monthly site visits, on circumstances such as installation of a critical equipment, data collection, resolution of field issues etc. This proposal is based on conducting twelve (12) additional site visits.

Task 1.3: Project Management Deliverables

Task 1.3.1: Safety Plan and Schedule

Maintain an updated project safety plan. Prepare and maintain an overall construction schedule to reflect projected completion date. This schedule will be submitted with the monthly invoices.

Task 1.3.2: Monthly Invoices and Status Reports

Submit monthly invoices along with a status report summarizing progress of the project and updated project schedule.

Task 2 – Construction Phase Services

Construction phase engineering services will commence upon execution of the construction Contract by the CITY and authorization to proceed with construction phase services for the 2.0 MGD WWTP expansion:

Task 2.1: Construction Phase Services

This task will include review of shop drawings and submittals. This proposal is based on 150 shop drawings including resubmittals requiring six (6) hours to process. AECOM will prepare, maintain, and distribute a Submittals Log. AECOM will review the shop drawings and submittals to ensure they conform the drawings and specifications and will provide responses.

AECOM will answer requests for information (RFI) and issue interpretations and clarifications of the plans and specifications, as needed. Additionally, AECOM will prepare, maintain, and distribute an RFI Log. This task is based on thirty (30) RFIs each requiring approximately four (4) hours to process.

AECOM will review draft and final O&M Manuals data which the Contractor is required to submit, only for conformance with the requirements of the Contract Documents. This proposal is based on twenty (20) O&M Manuals submittals with each O&M Manual requiring four (4) man-hours to review including resubmittals.

During the administration of the construction contract, AECOM will issue all instructions to the Contractor requested by the City; coordinate construction materials testing; and provide general coordination with the Contractor. This task is budgeted for five (5) hours per week of the 24-month construction duration.

AECOM will prepare, maintain, and distribute a Change Order log. It is assumed that the Change orders will be prepared by the City; AECOM will review and provide comments on contractor's estimates and prepared change orders.

Based on the Engineer's observation of the progress, AECOM will review contractor's monthly pay estimates and provide comments/recommendations. This proposal is based on twenty-four (24) monthly pay estimates plus one (1) final pay estimate with each pay estimate requiring approximately two (2) man-hours each. Verification of project's progress and materials stored on-site will be by the City's Construction Project Manager.

AECOM will prepare record drawings assembled from the Contractor's markups of changes made during the construction process. AECOM will provide the City of Port Lavaca one (1) set of reproducible (paper) drawings, and digital files in the electronic format.

Construction materials testing services will be provided by TSI Laboratories; fee for the service is included in the proposal. This proposal does not include services of a resident project representative and other field personnel for on-site observation of construction, construction phase survey control staking or verifications.

ADDITIONAL SERVICES

SCOPE OF SERVICES – Design of treatment system for removal of Copper and Zinc

If the contributing source was not able to be identified through the sampling and source identification program, a system to remove copper and zinc needs to be included as part of final design. The abatement system designed may potentially be chemical addition to precipitate the metals.

Additional testing will be required to determine the right chemical and dosage to meet the effluent permit limits. This proposal includes an allowance under Additional Services which could be utilized if design of an abatement system is determined to be necessary as part of the treatment process.

An allowance for design of treatment facilities required for copper and zinc abatement has been included as part of the Final Design fee as an Additional Services. This allowance will be utilized to develop a proposal if design of a treatment system is determined to be necessary.

Assumptions

1. City of Port Lavaca will provide requested data and information within five business days of written submittal request to maintain the project schedule. Consistent with the professional standard of care, AECOM shall be entitled to rely upon the accuracy of data and information provided by City or others without independent review or evaluation.
2. If and when possible, City will provide site access and facility support staff to allow for any identified site reconnaissance activities. Facility support staff shall be knowledgeable of applicable safety practices and will inform any AECOM project team members of these requirements. AECOM understands any site visits will occur between regular business hours and will depend on City staff escort availability. No special equipment is expected to be utilized or required during site visits. AECOM will conduct all observations without the use of specialty equipment that may require additional safety training beyond awareness training.
3. City will provide electronic design files as available to support development of drawings, details, and criteria as required for preparation of deliverables.
4. City will provide review and comment on AECOM's deliverables within ten business days of submittal to maintain the project schedule.
5. Invoices will be prepared monthly and will be accompanied by a status summary memo. Project Schedule will be updated and submitted with the invoice. Any changes to the schedule will be noted and explained.
6. Labor costs have been distributed by discipline in accordance with the Scope of Work (SOW). Estimated costs were based upon discussions of the pre-proposal meeting, prior experience, and AECOM's understanding of the goals of the project.
7. AECOM understands that City input will be required for certain deliverables and that completeness of certain deliverables is dependent on City's ability to provide such data.
8. Permitted effluent quality limits upon issuance of a final amended TPDES permit for the 2.0 MGD capacity expansion will not be lower than 10/15/5/4 (mg/L - BOD/TSS/NH3-N/DO).

9. There will not be any significant revisions requested by the City after receiving initial direction by the City or after obtaining approvals from the TCEQ.
10. Meeting other than the ones specifically called out as on-site meetings will be conducted virtually.
11. No travel and subsistence required of AECOM and authorized by the City to points other than the project site or City offices.
12. No filing, review, permit, inspection and other fees assessed by the City, County or State.
13. There will not be any additional copies of contract documents and specifications (over agreed number) and additional copies of drawings (over agreed number).
14. Proposal does not include fee for the effort associated with re-bidding the project.
15. AECOM will not be preparing an environmental assessment of the project site.
16. AECOM will not provide assistance to the City as an expert witness in any litigation with third parties arising from the development or construction of the project.
17. No warranty phase engineering services will be required.
18. AECOM will not be participating in public involvement meetings.
19. Services related to preparation, submittal, and processing of a TPDES permit application, including attendance at public hearings related to TPDES, and addressing of public are not required.
20. SCADA/PLC programming services will be provided by the contractor as part of the construction contract.
21. Fee for providing basic construction phase services is for a period of 24 months; a fee will be negotiated to extend the service upon determination of the additional duration, prior to completion of the 24 months.
22. Supplemental Provisions
 - a. Reuse of Documents: AECOM shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which it was prepared under this project.
 - b. Any Opinion of Probable Construction Cost prepared by AECOM represents its judgment as AECOM and is supplied for the general guidance of City. Since AECOM has no control over the cost of labor and material, or over competitive bidding or market conditions, AECOM does not guarantee the accuracy of such opinions as compared to Construction Contractor bids or actual cost to City.

DELIVERABLES

AECOM will be submitting the following deliverables for review and approval as listed in the sub-tasks of the Scope of Services.

1. Meeting agenda and minutes (as applicable)
2. Workshop agenda and minutes (as applicable)
3. Monthly invoices and progress reports
4. 30% Milestone Review Package
5. 60% Milestone Review Package
6. 90% Milestone Review Package
7. Bid Ready Package
8. Estimates of Probable Construction Cost
9. Bid Documents
10. Up to two (2) Addenda for Bidding
11. Conformed Construction Documents
12. Record Drawings

Each deliverable will have the following

- Three (3) sets of each Milestone Review Package (hard copy)
- Electronic copy of Milestone Review Package
- Three (3) sets of each Bid Ready Package (hard copy)
- Electronic copy of Bid Ready Package
- Up to five (5) sets of Conformed Construction Documents (hard copy)
- Electronic copy of Conformed Construction Documents
- One (1) Full Size set of Record Drawings (hard copy)
- Electronic copy of Record Drawings

COMPENSATION

Compensation for the services listed in the above Scope of Services for Task Order 5 is to be on a lump sum. The project cost of the scope of work has been calculated and is defined in Exhibit A. The total compensation for the basic and additional services listed in the above Scope of Services is summarized below.

Task Order 5 - Basic Services

Task	Description	AECOM	Subconsultants	Total
5A	Sampling and Source Identification of Cu and Zn	\$44,716	\$3,150	\$47,866
5B	30% Design	\$331,323	\$85,755	\$417,078
5C	Assistance in Funding Application	\$29,644		\$29,644
5D	Final Design	\$1,126,116		\$1,126,116
5E	Bid Phase	\$24,214		\$24,214
5F	Construction Phase Services	\$579,207	\$78,347	\$657,554
Total Estimated Fee - Basic Services				\$2,302,472

Task Order 5 - Additional Services

Task	Description	AECOM	Subconsultants	Total
5G	Final Design: CU and Zn Treatment System Design	\$60,000		\$60,000
5F	SUE Services		\$13,409	\$13,409
Total Estimated Fee - Additional Services				\$73,409

AECOM requests authorization of the Basic Services Items 5A, 5B and 5C for a total amount of \$494,588. We appreciate your consideration of the proposal and look forward to the opportunity to work on this project. Should you have any questions or require additional information, please do not hesitate to contact me at (281) 675-7668.

Sincerely,



Vinod Manoharan, P.E.
Project Manager



Shelby G. Eckols, P.E.
Senior Vice President

Attachments: Exhibit A – Level of Effort
Exhibit B – Project Schedule

Signature below indicates that Tasks 5A, 5B and 5C of Task Order 5 are accepted in accordance with our Master Design Engineering Services Agreement dated May 10, 2021.

Signature

Jack Whitlow
Printed Name

Mayor
Printed Title

December 12, 2022
Date

City of Port Lavaca - Lynns Bayou Wastewater Treatment Plant Expansion
 Summary of Fees

Task Order 5 - Basic Services

Task	Description	AECOM	Subconsultants	Total
5A	Sampling and Source Identification of Cu and Zn	\$44,716	\$3,150	\$47,866
5B	30% Design	\$331,323	\$85,755	\$417,078
5C	Assistance in Funding Application	\$29,644		\$29,644
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Task Order 5 - Additional Services

Task	Description	AECOM	Subconsultants	Total
5G	Final Design: CU and Zn Treatment System Design	\$60,000		\$60,000
5F	SUE Services		\$13,409	\$13,409
Total Estimated Fee - Additional Services				\$73,409

AECOM														Proposal Date: October 20, 2022						
Exhibit A - Level of Effort																				
Plan for Sampling and Source Identification of Cu & Zn - Lynns Bayou WWTP Expansion																				
Task Number	Billing Rates	Principal	Project Manager	QA/QC	Sr. Process Engineer	Structural Eng /Architect	Electrical Engineer	I&C Engineer	Project Engineer	Graduate Engineer	Sr. Designer/Drafter	Electrical Designer	Drafter	Admin	TOTALS					
	LABOR	\$370	\$227	\$276	\$256	\$276	\$266	\$224	\$136	\$118	\$195	\$156	\$123	\$97						
	TASK DESCRIPTION															TASK FEE				
Plan for Sampling and Source Identification of Copper and Zinc																				
Item	Description	3	20	6	52	0	0	0	88	60	16	0	0	4	\$43,216					
a	Sampling Plan	2	6	2	20				40	40	8			2	\$19,707					
b	Co-ordination of Sampling Activities		4						8						\$1,999					
c	Review of Test Results and Recommendations		4		16				20						\$7,736					
d	Technical Memorandum	1	6	4	16				20	20	8			2	\$13,775					
TOTAL HOURS		3	20	6	52	0	0	0	88	60	16	0	0	4	\$43,216					
AECOM BASIC SERVICES LABOR EXPENSE TOTALS		\$1,109.72	\$4,542.72	\$1,652	\$13,330	\$0	\$0	\$0	\$11,993	\$7,087	\$3,115	\$0	\$0	\$388		\$43,216				
															Check	\$43,216				
NON-LABOR																				
Copies, Prints & Couriers																\$500				
Travel (Ground Transport, Parking, Meals, etc)																\$1,000				
AECOM BASIC SERVICES NON-LABOR EXPENSE TOTAL																\$1,500				
AECOM BASIC SERVICES EXPENSE TOTAL																\$44,716				
SUBCONTRACTOR																				
Laboratory - Water Sample Testing															Subcontract Amount	\$3,000	Subcontract Markup	\$150	Subcontract Expense	\$3,150
SUBCONTRACTOR SERVICES TOTALS																				\$3,150
TOTAL BASIC SERVICES WORK PLAN																				\$47,866

AECOM Exhibit A - Level of Effort 30% Preliminary Design - Lynns Bayou WWTP Expansion															Proposal Date: October 20, 2022	
Task Number	Billing Rates	Principal	Project Manager	QA/QC	Sr. Process Engineer	Estimator	Structural Eng /Architect	Electrical Engineer	I&C Engineer	Project Engineer	Graduate Engineer	Sr. Designer/ Drafter	Electrical Designer	Drafter	Admin	TOTALS
	LABOR	\$170	\$227	\$275	\$256	\$198	\$276	\$266	\$224	\$136	\$118	\$195	\$156	\$123	\$97	
	TASK DESCRIPTION															TASK FEE
TASK 1 - Project Management																
1.1	Project Management and Administration (4 months)	2	8	0	0	0	0	0	0	8	0	0	0	0	8	\$4,423
1.1.1	Project Setup and Administration	2	8	0	0	0	0	0	0	8	0	0	0	0	8	\$4,423
a	Project Setup and Update	1	4													\$1,666
b	Overnight and Budget Tracking	1	4							8					4	\$2,757
1.2	Meetings	2	46	0	23	0	9	9	9	46	13	1	1	0	4	\$32,519
1.2.1	Project Meetings	1	8	0	1	0	1	1	1	10	1	1	1	0	0	\$5,040
a	Client Kickoff Meeting	1	2							2						\$723
b	Internal Kickoff Meeting	1	2		1		1	1	1	2	1	1	1			\$2,587
c	Subconsultant Kickoff Meetings		4							6						\$1,726
1.2.2	Project Coordination	1	32	0	16	0	8	8	8	30	12	0	0	0	4	\$23,760
a	Subconsultants Coordination and Onsite Meetings		12							12					4	\$4,749
b	Biweekly Internal Progress Meetings	1	12		8		8	8	8	12	8					\$13,853
c	Coordination - TCEQ		8		8					6	4					\$5,158
1.2.3	Project Status Meetings	0	6	0	6	0	0	0	0	6	0	0	0	0	0	\$3,719
a	Project Status Meetings (4)		6		6					6						\$3,719
1.3	Project Management Deliverables	3	12	2	0	0	0	0	0	16	0	0	0	0	2	\$6,760
1.3.1	Project Plan and Schedule	2	8	2	0	0	0	0	0	12	0	0	0	0	0	\$4,743
a	Project Plan and Safety Plan	1	4	1						6						\$2,371
b	Design and Preliminary Construction Schedule	1	4	1						6						\$2,371
1.3.2	Monthly Invoices and Progress Reports	1	4	0	0	0	0	0	0	4	0	0	0	0	2	\$2,018
a	Monthly Invoices & Progress Reports (4 months)	1	4							4					2	\$2,018
TASK 2 - 30% Design																
2.1	Preliminary Design and Deliverables	12	97	0	62	0	80	116	0	258	358	222	80	68	0	\$236,803
2.1.1	Site Design	2	10	0	10	0	0	0	0	30	24	22	0	20	0	\$19,247
a	Determine Design Criteria, Codes and Standards		1		4					6	6	6				\$2,779
b	100-yr & 500-yr Flood Plain Review and Mitigation	1	2							6	6	6				\$3,519
c	Review Survey Drawings		2							4						\$999
d	Site Layout	1	4		4					8	6	8		12		\$7,140
e	Site Drainage and Grading		1		2					6	6	8		8		\$4,810
2.1.2	Process Mechanical Design	2	46	0	24	0	0	0	0	38	138	144	0	20	0	\$69,319
a	Process Flow Diagrams	1	2		6					6	10	24		4		\$9,523
b	Plan and Section Drawings of Treatment Units	1	40		12					24	120	120		16		\$55,311
c	List of Proposed Major Equipment and Acceptable Manufacturers		4		8					8	8					\$4,994
2.1.3	Hydraulic Design	1	6	0	12	0	0	0	0	16	12	16	0	4	0	\$12,015
a	Hydraulic Profile Drawing	1	6		12					16	12	16		4		\$12,015
2.1.4	Structural Design	2	13	0	8	0	28	0	0	26	28	8	0	8	0	\$22,860
a	Establish Criteria for Structural Design		1				4			4	4					\$2,348
b	Identify Codes and Standards		1				4			4	4					\$2,348
c	Identify Categories of Loads and Estimate Loads	1	4		6		6			4	4					\$3,951
d	Evaluation of Existing Facilities for Rehabilitation	1	6		8		8			12	16	8		8		\$12,059
e	Review Gotech Report		1				6			2						\$2,155
2.1.5	Architectural Design	2	8	0	0	0	52	0	0	52	44	32	0	16	0	\$37,385
a	Identify Occupancy and Construction Types		1				4			4	4					\$2,348
b	General Life Safety Requirements		1				4			4	4					\$2,348
c	Preliminary Equipment Schedule, Ductwork, Piping and Plumbing		2				8			8	8					\$4,696
d	Identify Special Permitting and Code Requirements		1				4			4	4					\$2,348
e	Building Floor Plans and Sections	1	2				16			16	12	16		8		\$12,936
e	HVAC Plans and Sections	1	1				16			16	12	16		8		\$12,709

AECOM Exhibit A - Level of Effort 30% Preliminary Design - Lynns Bayou WWTP Expansion															Proposal Date: October 20, 2022	
Task Number	Billing Rates	Principal	Project Manager	QA/QC	Sr. Process Engineer	Estimator	Structural Eng /Architect	Electrical Engineer	I&C Engineer	Project Engineer	Graduate Engineer	Sr. Designer/ Drafter	Electrical Designer	Drafter	Admin	TOTALS
	LABOR	\$370	\$227	\$275	\$256	\$198	\$276	\$266	\$224	\$138	\$118	\$195	\$156	\$123	\$97	
	TASK DESCRIPTION															
																TASK FEE
2.1.6	Electrical Design	2	8	0	0	0	0	116	0	60	60	0	40	0	0	\$54,915
a	Identify Reference Standards	1	1					4		4	4					\$2,309
b	Determine Major Electrical Equipment		1					40		8	16					\$13,850
c	Standby Power and motor Control and Protection, Raceways and Lighting		2					40		16	16					\$15,167
d	Electrical one-Line Diagrams	1	2					16		16	12					\$8,679
e	Major Equipment Layout and Electrical Room Plan	1	2					16		16	12		40			\$14,909
2.1.6	Instrumentation and Control Design	1	6	0	8	0	0	0	0	36	52	0	40	0	0	\$21,061
a	General Description and Requirements of PLC		1							8	12					\$2,733
b	General Description and Requirements of SCADA		1							12	24					\$4,697
c	Preliminary Process and Instrumentation Diagrams	1	4		8					16	16		40			\$13,629
2.2	Design Drawings and Technical Specifications	4	14	24	12	0	0	4	4	32	36	24	0	16	0	\$31,560
2.2.1	Design Drawings	1	4	20	0	0	0	0	0	8	8	16	0	16	0	\$13,907
a	Preparation of 30% Design Package	1	4	20						8	8	16		16		\$13,907
2.2.2	Technical Specifications	3	10	4	12	0	0	4	4	24	28	8	0	0	0	\$17,653
a	Preliminary List of Technical Specifications	1	4	4	4			4	4	8	12					\$6,771
b	Preliminary Engineering Report	2	6	4	8					16	16	8				\$10,882
2.4	Opinion of Probable Construction Cost & Schedule	1	8	4	0	40	0	0	0	12	12	0	0	0	0	\$14,258
a	Estimated Construction Cost Estimate	1	8	4		40				12	12					\$14,258
	TOTAL HOURS	24	183	30	97	40	89	129	13	372	419	247	81	84	14	\$326,323
	AECOM BASIC SERVICES LABOR EXPENSE TOTALS	\$8,877.77	\$42,020.16	\$8,258	\$24,863	\$7,917	\$24,347	\$34,323	\$2,911	\$50,697	\$49,488	\$48,088	\$12,616	\$10,337	\$1,338	\$326,323
	NON-LABOR															
	Copies, Prints & Couriers															\$1,000
	Travel (Ground Transport, Parking, Meals, etc)															\$4,000
	AECOM BASIC SERVICES NON-LABOR EXPENSE TOTAL															\$5,000
	AECOM BASIC SERVICES EXPENSE TOTAL															\$321,323
	AECOM ADDITIONAL SERVICES															\$0
	a Design of Facilities Required for Copper and Zinc Abatement															\$0
	AECOM ADDITIONAL SERVICES LABOR EXPENSE TOTALS															\$0
	BASIC SUBCONTRACTOR SERVICES AND MARKUP															
	SUBCONTRACTOR				Subcontract Amount					Subcontract Markup						Subcontract Expense
	Surveying - CivilCorp [See attached Proposal for Detail]				\$56,097					\$2,805						\$58,901
	Geotech - TSI Laboratories [See attached Proposal for Detail]				\$25,375					\$1,279						\$26,654
	SUBCONTRACTOR BASIC SERVICES TOTALS															\$85,555
	SUBCONTRACTOR ADDITIONAL SERVICES AND MARKUP															
	SUBCONTRACTOR				Subcontract Amount					Subcontract Markup						Subcontract Expense
					\$0					\$0						\$0
	SUBCONTRACTOR ADDITIONAL SERVICES TOTALS															\$0
	TOTAL BASIC SERVICES WORK PLAN															\$417,078



4611 E. Airline Ste 300
Victoria, Texas 77904
Telephone: (361) 570-7500
E-Mail: babsher@civilcorp.us

October 4, 2022
AECOM
Attn: Vinoth Manoharan, P.E.

**Re: Fee Proposal for Surveying Services – Port Lavaca Waste Water Treatment Facility
Topographic Survey**

CivilCorp, LLC is pleased to submit this fee proposal for surveying services for the above referenced project. We propose the following scope of work, deliverables, fee and exclusions for our services.

I. Scope of Work – Topographic Survey

The work to be performed by CivilCorp shall consist of providing topographic surveying deliverables for the subject project.

The work described below is based on the following assumptions:

1. Deliverables to be in Microstation DGN format.
2. All as-built and plan drawings will be provided.
3. Work will be restricted to areas shown in attachment "A".

Tasks To Be Completed:

a. Control

Approximately 4 control points will be established near or within the project area. All control will be tied with GPS or conventional traverse to establish horizontal location. Control will be tied with conventional third order level loop for vertical location and referenced to existing site control and the Texas Coordinate System, South Central Zone.

CivilCorp shall prepare a Survey Control Index Sheet, signed, sealed and dated by the responsible RPLS for insertion into the plan set. The Survey Control Index Sheet shows an overall view of the project control and the relationship of primary monumentation and control used in the preparation of the project.

The following information should be shown on the Survey Control Index Sheet:

- Overall view of the project and primary control monuments set for control of the project.
- Identification of the control points.
- Graphic (Bar) Scale.
- North Arrow.
- RPLS signature, seal and date.

b. Topographic Surveying

The topographic survey is to include edge of pavements, driveways, signs, mailboxes, traffic signals, sidewalks, pavement markings, trees over 6 inches in diameter, building corners, eave height of buildings man hole covers, and other visible features as needed for design of the project. Topographic survey shall include limits and elevations of all existing structures (WWTP treatment units) include flowline elevations and diameters and flowline elevations of outfall pipes An existing condition 2-D topographic survey base map will be provided with text, line types, and feature blocks scaled to be plotted at agreed upon scales in Microstation .dgn format. A 3-D .tin file will be created using ground features tied. The approximate locations of floodplains shall be plotted by referencing and scaling the relative F.I.R.M Map panel.

Topographic survey shall be performed by on the ground methods for horizontal and vertical locations of all features. A combination of RTKGNSS and conventional total station methods shall be utilized.

Topographic survey will be performed at a grid spacing of 25' within the fenced area of the waste water treatment plant. Topographic survey will be performed at a grid spacing of 100' within Commerce St right-of-way.

All boreholes will be tied and refenced to control after completion.

Topographic survey does not include mapping of piping throughout facility.

c. Changes to Scope

If at any time during the contract period, CivilCorp encounters unforeseen circumstances which may materially affect the scope, complexity or character of the work authorized by AECOM, CivilCorp shall notify AECOM in writing with a complete description of the circumstances encountered.

II. Deliverables

1. Copy of ASCII points in .txt format files
2. Topographic map in PDF format signed and sealed by Texas RPLS
3. Survey Control Index Sheet
4. All CAD files, including DTM in Microstation format
5. All electronic files (i.e. .dgn, pdf, etc.)
6. Electronic copies of field books

III. Fee

The estimated fee for the above mentioned Scope of Work for lump sum payment is **\$ 43,607.50.**

IV. Exclusions

1. Right of entry agreements
2. Property line or right-of-way line determination
3. Staking borehole locations
4. Tying and mapping utilities
5. Performing SUE Level A, B, C, or D
6. Property Descriptions
7. Deed research
8. Extra work that is not included in Scope of Work

V. Optional Scope of Work – Property Boundary Survey

Tasks To Be Completed:

a. Property Survey

Adequate deed research and field survey will be completed to determine boundary lines of subject property. Work will be performed without the aid of a title commitment.

VI. Deliverables

1. TSPS Manual of Practice Category 1B Standard Land Survey Condition 3 survey.
2. All CAD files in Microstation format
3. All electronic files (i.e. .dgn, pdf, etc.)
4. Electronic copies of field books

VII. Fee

The estimated fee for the above mentioned Scope of Work for lump sum payment is **\$ 12,489.00.**

VIII. Optional Scope of Work – Subsurface Utility Engineering (SUE)

The work described below is based on the following assumptions:

- 1. All as-built and plan drawings will be provided.
- 2. SUE Quality levels D and C will be performed by others
- 3. Proposed location of Testhole will be determined by others
- 4. All work will be completed with 1 mobilization

Tasks To Be Completed:

a. Level A Testholes

CivilCorp shall obtain precise horizontal and Vertical position, material type, condition, size and other data that may be obtainable about the utility facility and its surrounding environment through exposure by non-destructive excavation techniques up to a maximum depth of 10 feet. Estimated 5 Level A Test holes and minimal amount of Level B required to complete testhole.

IX. Deliverables

- 1. Testhole data sheets for each testhole

X. Fee

The estimated fee for the above mentioned Scope of Work for specified rate payment is not to exceed \$ 12,770.00 utilizing the rates on the attached fee schedule.

If you have any questions or require additional information, please don't hesitate to call me. We are looking forward to working with you on this project.

Very truly yours,

CivilCorp, LLC

AECOM

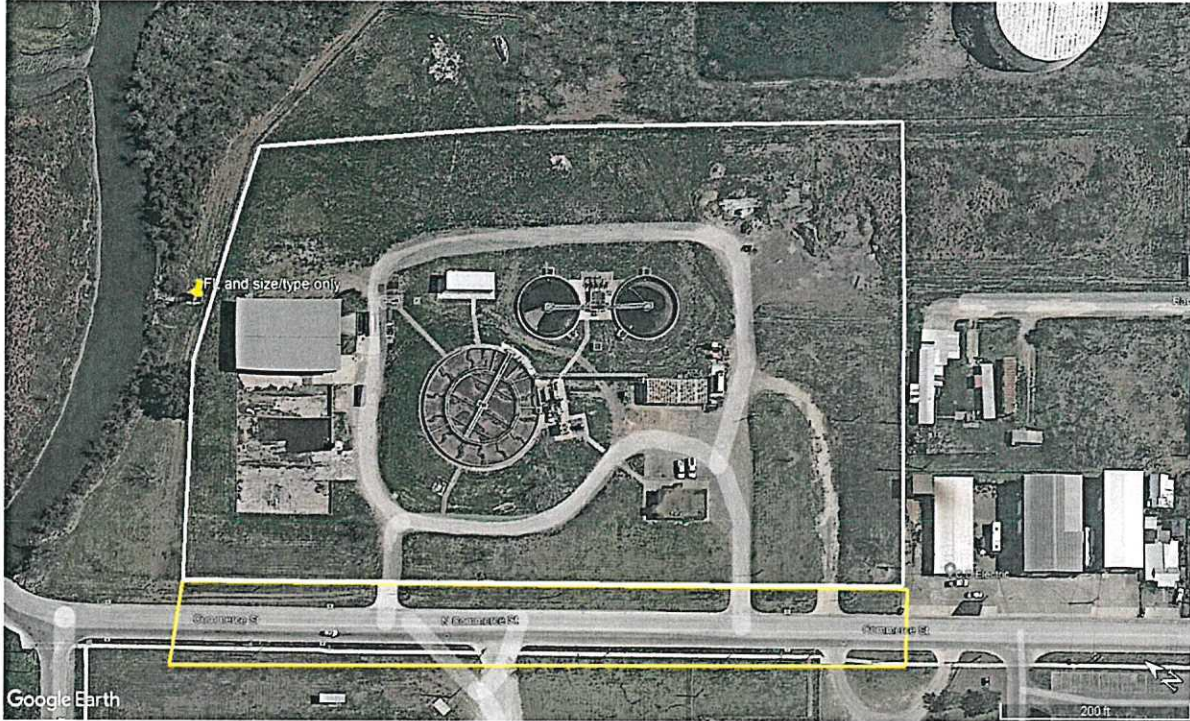
By: _____

Title: _____

Date: _____

Brandon Absher, RPLS
Survey Manager

Attachment "A": Limits of Survey



Fee Schedule
Method of Payment: Lump Sum

Prime: AECOM
Project: Port Lavaca Waste Water Plant Survey
Subprovider: CivilCorp, LLC. (Topographic Surveying Tasks)
Method of Payment: Lump Sum

TASK DESCRIPTION	RPLS-PROJECT MANAGER	SENIOR SURVEY TECH	SURVEY TECH	1-PERSON SURVEY CREW	2-PERSON SURVEY CREW	3-PERSON SURVEY CREW	GIS OPERATOR	ADMIN/CLERICAL	TOTAL LABOR HRS.
Topographic Surveying									
Verify Existing Control and Set Control and Level Loop (4 IR w/ Cap)	4	4	5			10		1	24
Topographic Survey 25' grid (within attached limits)	6	8	14			60		5	93
Topographic Survey w/100' X sections on N Commerce St	1	2	4			15		1	23
Tie Geotechnical Boreholes (estimate 14)	1	1	3			10		1	16
Signed/Sealed Topographic Survey and Base file	18	36	58						112
Control Index Sheet	4	4	8						16
HOURS SUB-TOTALS	34	55	92	0	0	95	0	8	284
CONTRACT RATE PER HOUR	\$180.00	\$115.00	\$105.00	\$130.00	\$180.00	\$215.00	\$120.00	\$90.00	
TOTAL LABOR COSTS	\$6,120.00	\$6,325.00	\$9,660.00	\$0.00	\$0.00	\$20,425.00	\$0.00	\$720.00	
% DISTRIBUTION OF STAFFING	12%	19%	32%	0%	0%	33%	0%	3%	
SUBTOTAL									\$43,250.00

OTHER DIRECT EXPENSES	UNIT	MAXIMUM	QUANTITY	NOTES					COST
GPS RTK Base	Hour	\$ 30.000	10						\$ 300.00
SUBTOTAL DIRECT EXPENSES									\$357.50

SUMMARY	
TOTAL LABOR COSTS	\$43,250.00
NON-SALARY (OTHER DIRECT EXPENSES)	\$357.50
TOTAL	\$43,607.50

Fee Schedule

Fee Schedule
Method of Payment: Lump Sum

Prime: AECOM
Project: Port Lavaca Waste Water Plant Survey
Subprovider: CivilCorp, LLC. (Boundary Surveying Tasks)
Method of Payment: Lump Sum

TASK DESCRIPTION	RPLS-PROJECT MANAGER	SENIOR SURVEY TECH	SURVEY TECH	1-PERSON SURVEY CREW	2-PERSON SURVEY CREW	3-PERSON SURVEY CREW	GIS OPERATOR	ADMIN/CLERICAL	TOTAL LABOR HRS.
Boundary Surveying									
Determine Existing Property lines, provide property description and drawing	10	20	30			20		3	83
HOURS SUB-TOTALS	10	20	30	0	0	20	0	3	83
CONTRACT RATE PER HOUR	\$180.00	\$115.00	\$105.00	\$130.00	\$180.00	\$215.00	\$120.00	\$90.00	
TOTAL LABOR COSTS	\$1,800.00	\$2,300.00	\$3,150.00	\$0.00	\$0.00	\$4,300.00	\$0.00	\$270.00	
% DISTRIBUTION OF STAFFING	12%	24%	36%	0%	0%	24%	0%	4%	
SUBTOTAL									\$11,820.00

OTHER DIRECT EXPENSES	UNIT	MAXIMUM		QUANTITY	NOTES					COST
		\$								
Mileage	Mile	\$	0.575	120						\$ 69.00
GPS RTK Base	Hour	\$	30.000	20						\$ 600.00
SUBTOTAL DIRECT EXPENSES										\$669.00

SUMMARY	
TOTAL LABOR COSTS	\$11,820.00
NON-SALARY (OTHER DIRECT EXPENSES)	\$669.00
TOTAL	\$12,489.00

Fee Schedule

Fee Schedule
Method of Payment: Lump Sum

Prime: AECOM
Project: Port Lavaca Waste Water Plant Survey
Subprovider: CivilCorp, LLC. (SUE Tasks)
Method of Payment: Lump Sum

Subsurface Utility Engineering (SUE)	UNIT	COST	QUANTITY	NOTES					COST
SUE Mobilization/Demobilization - cost for mobilizing/demobilizing personnel and equipment portal to portal. Vacuum excavation truck (non-local)	Mile	\$ 5.00	260						\$ 1,300.00
SUE (Quality Level A - Utility Locate, Test Holes): Includes labor and equipment for vacuum excavation, engineering, surveying, CADD, and limited traffic control. Includes minimal Quality Level B service needed to perform testhole. Max Depth 10 feet.	Each	\$ 2,150.00	5						\$ 10,750.00
2- Person Survey Crew	Hour	180	4						\$ 720.00
SUBTOTAL SUE									\$12,770.00

Fee Schedule



TSI LABORATORIES, INC.
TBPE Firm Registration No. F-9236

September 23, 2022

Vinoth Manoharan
AECOM
19219 Katy Freeway Suite 100
Houston, TX 77094

Re: Geotechnical Investigation
Lynn's Bayou Wastewater Treatment Plant Expansion
800 N. Commerce St.
Port Lavaca, TX 77979

Proposal No.: PV-221254 Rev1

Mr. Manoharan,

TSI Laboratories, Inc. (TSI) is pleased to submit our Geotechnical Investigation Proposal for testing and inspection services for the above referenced project.

TSI has been in business for over 26 years. Our technicians hold various state certifications and licenses for testing and analysis of soils, concrete, asphalt, and steel materials. TSI conducts all testing of materials in accordance with ACI, TXDOT, ASTM and other State and National Standards. **TSI is currently accredited through the Army Corps of Engineers.**

TSI understands detailed geotechnical investigation which allows us to detect soil and ground issues that could potentially impact long term performance of the facility under consideration. In addition, early geotechnical involvement includes possible shortening of the construction schedule through identification of suitable, alternate construction methods that are directly linked to construction cost, operation, and maintenance. Our laboratory possesses the required equipment, qualified manpower, and certifications necessary to complete even the most difficult of tasks.

PROJECT DESCRIPTION

The project consists of the construction of a new admin building, headworks, anoxic aerobic basin, sludge PS, clarifiers, expanded UV disinfection capacity, rebuild Parshall flume and convert area to engineered sludge beds with roof. The project is located in Port Lavaca, TX.

GEOTECHNICAL ENGINEERING SCOPE OF WORK

Task 1 - Project Initiation

If required, prior to performing any sub-surface explorations we will visit the site to mark the proposed boring locations. Once locations have been marked, we will notify Texas811 to identify and mark potential buried utilities in the area. We assume no environmental permits are required for the work we will be performing.

Proposal for: Vinoth Manoharan - AECOM
Lynn's Bayou WWTP Expansion GEO - Port Lavaca, TX
September 23, 2022 TSI Proposal No. PV-221254 Rev1

Task 2 - Field Exploration

We will attempt to determine the subsurface water condition and level by drilling a boring. We observe the water level during drilling activities and 24 hours after drilling activities have been completed.

Location	Number of Borings	Depth of Borings
Clarifiers with Dist. Box	7	40'
Sludge PS, Central Blower and Admin Buildings	4	30'
Reactor Basins	3	50'

Geotechnical borings will generally be performed using dry auger. During boring advancement driven samples will be taken at various intervals.

We anticipate the site is accessible to truck mounted equipment. If this is not the case additional fees may be required for site clearing and extra mobilization.

Any delays or standby time will be charged \$200/hr. or \$1,000/day.

Task 3 - Analyses and Report Preparation

Our findings, conclusions and recommendations will be presented in a report with logs of the explorations and laboratory test results. The report will include a cover letter sealed by a professional engineer, licensed in the state of Texas. We anticipate the report will include, but not be limited to, the following:

- Description of work scope, laboratory, and field procedures
- Logs of the borings
- Results of field testing
- Results of the standard laboratory testing **including UUs, CUs, Unconfineds, Consolidations, Swells and some Chemical testing and soil unit weights**
- Recommended foundation type and design parameters for drained and undrained conditions
- Foundation alternatives and relevant design parameters for drained and undrained conditions
- Site preparation and earthwork recommendations for subbase and backfill materials
- Pavement recommendations for subbase and backfill materials
- Anticipated excavation conditions
- Subsurface water observation levels and recommended groundwater elevation for structural design

SCHEDULE

We anticipate the field exploration to begin within 10 - 17 days after authorization is provided dependent on weather and current schedule. The field investigation will take approximately 3 - 5 working days. A final report should be submitted within 12 -16 business days after the completion of Laboratory testing. We will **provide electronic copies of final reports**.

Proposal for: Vinoth Manoharan - AECOM
Lynn's Bayou WWTP Expansion GEO - Port Lavaca, TX
September 23, 2022 TSI Proposal No. PV-221254 Rev1

ALLOCATION OF RISK

The total cumulative liability of TSI, its officers, employees, and agents, to the client arising from Services under this agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by TSI under this Agreement; provided, however, that such liability is further limited as described below.

This limitation applies to all lawsuits, claims, or actions that allege errors or omission in TSI's Services, whether alleged to arise in tort, contract, warranty, or other legal theory.

INDEMNIFICATION

Subject to the provisions and limitations of this Agreement, TSI agrees to indemnify and hold harmless the Client against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense), or other losses to the extent caused by TSI's negligent performance of its Services under this Agreement.

The client agrees to indemnify and hold harmless TSI against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense), or other losses to the extent caused by the negligence of the Client.

ENGINEERING FEES AND AUTHORIZATION

The estimated cost for the geotechnical investigation is \$25,575.00. This estimate includes drilling mobilization, laboratory testing, engineering fees and report. estimate is based on anticipated quantities and work schedules. This estimate does not include any construction materials testing. If there are any changes, prices will be changed accordingly. This proposal is valid for a period of 3 months from above date. If there are any questions, please call us at (361) 578-6933.

Respectfully Submitted,

Erlinda L. Aguillon

Erlinda L. Aguillon
Estimator, TSI Laboratories

This proposal is accepted in accordance with the TSI Laboratories, Inc. prices, terms (due upon receipt) and conditions listed.

Firm: -----

Authorized Representative:

Sign: -----

Print: -----

Date: -----

Please sign and return acceptance copy.

AECOM Exhibit A - Level of Effort Assistance In Funding Application - Lynns Bayou WWTP Expansion														Proposal Date: October 20, 2022	
Task Number	Billing Rates	Principal	Project Manager	QA/QC	Sr. Process Engineer	Structural Eng /Architect	Electrical Engineer	IAC Engineer	Project Engineer	Graduate Engineer	Sr. Designer/ Drafter	Electrical Designer	Drafter	Admin	TOTALS
	LABOR	\$370	\$227	\$275	\$256	\$275	\$266	\$224	\$136	\$118	\$195	\$156	\$123	\$97	
	TASK DESCRIPTION														TASK FEE
	Assistance In Application														
	Item Description	1	38	0	6	0	0	0	73	60	0	0	0	10	\$28,544
	a Research on Potential TWDB Funding Opportunities		4						8	8				2	\$3,138
	b TWDB Communication/Coordination		12						16	8				2	\$6,045
	c Pre-application Meeting		6		6				3						\$3,310
	d Obtain Application Forms and Determine Data Needs		4						12	10					\$3,725
	e Filing of Applications and Preparing Attachments	1	4						24	24				4	\$7,772
	f Assistance in Securing Required Documents and Packaging		8						10	10				2	\$4,555
	TOTAL HOURS	1	38	0	6	0	0	0	73	60	0	0	0	10	\$28,544
	AECOM BASIC SERVICES LABOR EXPENSE TOTALS	\$369.91	\$8,631.17	\$0	\$1,538	\$0	\$0	\$0	\$9,949	\$7,087	\$0	\$0	\$0	\$970	\$28,544
	NON-LABOR														
	Copies, Prints & Couriers														\$500
	Travel (Ground Transport, Parking, Meals, etc)														\$600
	AECOM BASIC SERVICES NON-LABOR EXPENSE TOTAL														\$1,100
	AECOM BASIC SERVICES EXPENSE TOTAL														\$29,644
	TOTAL BASIC SERVICES WORK PLAN														\$29,644

AECOM Exhibit A - Level of Effort Final Design Services - Lynns Bayou WWTP Expansion															Proposal Date: October 20, 2022	
Task Number	Billing Rates														TOTALS	
	Principal	Project Manager	QA/QC	Sr. Process Engineer	Estimator	Structural Eng (Architect)	Electrical Engineer	ISC Engineer	Project Engineer	Graduate Engineer	Sr. Designer/Drafter	Electrical Designer	Drafter	Admin		
	\$376	\$227	\$275	\$256	\$188	\$278	\$286	\$224	\$136	\$118	\$195	\$155	\$123	\$97		
LABOR																
TASK DESCRIPTION															TASK FEE	
TASK 1 - Project Management																
1.1 Project Management and Administration (10 months)																
1.1.1	2	16	0	0	0	0	0	0	5	0	0	0	0	16	\$6,607	
a	2	16	0	0	0	0	0	0	5	0	0	0	0	16	\$6,607	
b	1	6												6	\$2,315	
c	1	10							5					10	\$4,293	
1.2 Meetings																
1.2.1	2	60	0	30	0	20	28	20	60	26	0	4	0	0	\$51,373	
a	2	50	0	20	0	20	28	20	50	26	0	4	0	0	\$45,175	
b	2	30		20		20	20	20	30	20					\$34,043	
c	1	12							12	6					\$3,070	
d	1	8					8		8			4			\$5,650	
1.2.2	0	10	0	10	0	0	0	0	10	0	0	0	0	0	\$6,198	
a	1	10		10					10						\$6,198	
1.3 Project Management Deliverables																
1.3.1	3	14	0	0	0	0	0	0	16	0	0	0	0	10	\$7,440	
a	2	4	0	0	0	0	0	0	6	0	0	0	0	0	\$2,466	
b	1	2							3						\$1,233	
c	1	2							3						\$1,233	
1.3.2	1	10	0	0	0	0	0	0	10	0	0	0	0	10	\$4,974	
a	1	10							10					10	\$4,974	
TASK 2 - Final Design																
2.1	23	267	0	526	0	440	390	327	796	780	688	509	416	24	\$969,775	
2.1.1	19	233	0	440	0	400	304	241	696	652	688	509	416	0	\$854,284	
a	1	2		2		8			12	16		16			\$11,170	
b	1	6		16					36	24		24			\$19,234	
c	1	8		12					16	16		40		16	\$19,094	
d	1	4		4					16	16		32		16	\$14,207	
e	1	1		2					4	8		8		8	\$4,774	
f	2	8		16			4	4	16	16		8		8	\$15,212	
g	1	12		24		16	12	16	32	32		36	24	24	\$42,382	
h	1	6		10		12	4	2	24	24		40	10	24	\$27,158	
i	2	16		32		32	16	16	48	40		40	30	24	\$55,927	
j	2	16		32		32	16	16	48	40		40	30	24	\$55,927	
k	1	16		32		36	40	32	48	40		40	40	24	\$67,816	
l	1	12		20		32	36	15	40	40		24	50	24	\$55,210	
m	1	8		12		16	8	4	24	24		34	10	16	\$36,639	
n	1	16		36		36	12	12	40	40		40	40	24	\$56,193	
o	1	12		24		20	16	16	36	36		34	30	24	\$44,066	
p	1	12		24		20	16	16	36	36		34	30	24	\$44,066	
q	1	8		12		12	16	16	16	16		16	10	16	\$29,873	
r	2	16		36		24	24	16	40	40		40	24	24	\$54,850	
s	1	6		12		12	4	8	16	16		24	16	8	\$21,195	
t	1	12		16		16	8	4	36	36		36	16	20	\$34,863	
u	1	8		16		16	16	16	16	16		32	24	12	\$33,689	
v	1	16		30		24	20	20	48	40		40	50	24	\$57,913	
w	1	12		20		36	36	16	48	40		40	55	16	\$60,905	
2.1.2	4	34	0	86	0	40	86	86	100	128	0	0	0	24	\$115,491	
a	2	24		80		40	80	80	80	120				16	\$103,556	
b	1	4		6			6	6	8	8				4	\$8,179	
c	1	6							12					4	\$3,756	
2.2	1	18	2	16	0	0	0	0	24	32	0	0	0	16	\$17,713	
a	1	12	2	12					16	24				8	\$12,513	
b	1	6		4					8	8				8	\$5,199	

AECOM Exhibit A - Level of Effort Final Design Services - Lynns Bayou WWTP Expansion															Proposal Date: October 20, 2022	
Task Number	Billing Rates	Principal	Project Manager	QA/QC	Sr. Process Engineer	Estimator	Structural Eng./Architect	Electrical Engineer	ISC Engineer	Project Engineer	Graduate Engineer	Sr. Designer/Drafter	Electrical Designer	Drafter	Admin	TOTALS
	LABOR	\$370	\$227	\$275	\$256	\$198	\$276	\$266	\$228	\$139	\$118	\$195	\$159	\$123	\$97	
	TASK DESCRIPTION															YASK FEE
2.4	Opinion of Probable Construction Cost & Schedule	2	8	6	0	60	4	4	4	12	12	0	0	0	0	\$22,200
	a) Estimated Construction Cost Estimate	2	8	6		60	4	4	4	12	12					\$22,200
2.3	Deliverables	3	12	56	0	0	0	0	0	24	24	48	0	48	4	\$41,007
	a) Prepare 60% Design Package	1	4	20						8	8	16		16	1	\$14,003
	b) Prepare 90% Design Package	1	4	20						8	8	16		16	1	\$14,003
	c) Prepare Bid Ready Package	1	4	16						8	8	16		16	2	\$13,000
	TOTAL HOURS	36	395	64	572	60	464	422	351	937	874	736	313	464	70	\$1,116,116
	AECOM BASIC SERVICES LABOR EXPENSE TOTALS	\$13,316.66	\$89,718.72	\$17,617	\$146,626	\$11,876	\$127,975	\$112,283	\$78,386	\$127,696	\$103,229	\$143,290	\$19,900	\$57,212	\$6,990	\$1,116,116
	NON-LABOR															
	Copies, Prints & Concess															\$2,000
	Travel (Ground Transport, Parking, Meals, etc)															\$8,000
	AECOM BASIC SERVICES NON-LABOR EXPENSE TOTAL															\$10,000
	AECOM BASIC SERVICES EXPENSE TOTAL															\$1,126,116
	AECOM ADDITIONAL SERVICES															
	a) Design of Facilities Required for Copper and Zinc Abatement															\$60,000
	AECOM ADDITIONAL SERVICES LABOR EXPENSE TOTALS															\$60,000
	BASIC SUBCONTRACTOR SERVICES AND MARKUP															
	SUBCONTRACTOR															
																Subcontract Amount
																\$0
																Subcontract Markup
																\$0
																Subcontract Expense
																\$0
	SUBCONTRACTOR BASIC SERVICES TOTALS															\$0
	SUBCONTRACTOR ADDITIONAL SERVICES AND MARKUP															
	SUBCONTRACTOR															
																Subcontract Amount
																\$12,770
																Subcontract Markup
																\$639
																Subcontract Expense
																\$13,409
	SUBCONTRACTOR ADDITIONAL SERVICES TOTALS															\$13,409
	TOTAL BASIC SERVICES WORK PLAN															\$1,199,524

AECOM														Proposal Date: October 20, 2022	
Exhibit A - Level of Effort															
Bid Phase Services - Lynns Bayou WWTP Expansion															
Task Number	Billing Rates	Principal	Project Manager	QA/QC	Sr. Process Engineer	Structural Eng /Architect	Electrical Engineer	MEC Engineer	Project Engineer	Graduate Engineer	Sr. Designer/ Drafter	Electrical Designer	Drafter	Admin	TOTALS
	LABOR	\$370	\$227	\$275	\$556	\$276	\$266	\$224	\$136	\$116	\$155	\$156	\$133	\$97	
	TASK DESCRIPTION														TASK FEE
TASK 1 - Project Management															
1.1	Project Management and Administration (4 months)	2	6	0	0	0	0	0	0	0	0	0	0	8	\$2,879
1.1.1	Project Setup and Administration	2	6	0	0	0	0	0	0	0	0	0	0	8	\$2,879
	a) Project Setup and Update	1	4											4	\$1,666
	b) Oversight and Budget Tracking	1	2											4	\$1,212
1.2	Meetings	0	10	0	2	1	1	1	12	4	0	0	0	0	\$5,658
1.2.1	Project Meetings and Coordination	0	6	0	2	1	1	1	8	2	0	0	0	0	\$3,968
	a) Internal Meetings (2)		2		2	1	1	1	2	2					\$2,242
	b) TWDB Coordination		4						6						\$1,726
1.2.2	Project Status Meetings	0	4	0	0	0	0	0	4	2	0	0	0	0	\$1,690
	a) Project Status Meetings (2)		4						4	2					\$1,690
1.3	Project Management Deliverables	0	4	0	0	0	0	0	2	0	0	0	0	2	\$1,375
1.3.1	Monthly Invoices and Progress Reports	0	4	0	0	0	0	0	2	0	0	0	0	2	\$1,375
	a) Monthly Invoices & Progress Reports (4 months)		4						2					2	\$1,375
TASK 2 - Bid Services															
2.1	Bid Services	1	20	7	3	0	0	0	27	8	0	0	0	10	\$13,203
	a) Review of Front End Contract Documents		4	4					8					2	\$3,294
	b) Develop Advertisement		1	1					2					2	\$969
	c) Prebid Conference		4						4	4				1	\$2,023
	d) Prepare Meeting Minutes & Addends		8	2	2				8	4				4	\$4,831
	e) Bid Opening		1						1					1	\$353
	f) Bid Tabulation & Recommendation		1	2	1				4					1	\$1,723
TOTAL HOURS		3	40	7	5	1	1	1	41	12	0	0	0	20	\$23,114
AECOM BASIC SERVICES LABOR EXPENSE TOTALS		\$1,109.72	\$9,085.44	\$1,927	\$1,282	\$376	\$266	\$224	\$5,588	\$1,417	\$0	\$0	\$0	\$1,940	\$23,114
															Check
NON-LABOR															
Copies, Prints & Couriers															\$500
Travel (Ground Transport, Parking, Meals, etc)															\$600
AECOM BASIC SERVICES NON-LABOR EXPENSE TOTAL															\$1,100
AECOM BASIC SERVICES EXPENSE TOTAL															\$24,214
TOTAL BASIC SERVICES WORK PLAN															\$24,214

AECOM Exhibit A - Level of Effort Construction Phase Services - Lynns Bayou WWTP Expansion															Proposal Date: October 20, 2022			
Task Number	Billing Rates	Principal	Project Manager	QA/QC	Sr. Process Engineer	Estimator	Structural Eng /Architect	Electrical Engineer	I&C Engineer	Project Engineer	Graduate Engineer	Sr. Designer/ Drafter	Electrical Designer	Drafter	Admin	TOTALS		
	LABOR	\$370	\$227	\$275	\$256	\$198	\$276	\$266	\$224	\$136	\$118	\$195	\$156	\$123	\$97			
	TASK DESCRIPTION															TASK FEE		
TASK 1 - Project Management																		
1.1	Project Management and Administration (24 months)	3	15	0	0	0	0	0	0	12	0	0	0	0	27	\$8,771		
1.1.1	Project Setup and Administration	3	15	0	0	0	0	0	0	12	0	0	0	0	27	\$8,771		
	a) Project Setup and Update	1	3												3	\$1,342		
	b) Oversight and Budget Tracking	2	12							12					24	\$7,429		
1.2	Meetings	5	266	0	1	0	15	15	11	266	109	1	1	0	13	\$123,851		
1.2.1	Project Meetings and Coordination	1	38	0	1	0	15	15	11	38	31	1	1	0	1	\$29,136		
	a) Construction Kickoff Meeting		6							6	6					\$2,889		
	b) Internal Kickoff Meeting	1	2		1		1	1	1	2	1	1	1		1	\$2,684		
	c) Partial Substantial Completion Inspections (4)		24				8	8	4	24	24					\$16,787		
	d) Final Completion Inspection (1)		6				6	6	6	6						\$6,773		
	e) Coordination with TWDB		6							8						\$2,453		
1.2.2	Project Status Meetings	4	228	0	0	0	0	0	0	228	78	0	0	0	12	\$94,715		
	a) Onsite Progress Meetings & Site Visits (24)	4	120							120	48					\$50,759		
	b) Agenda & Meeting Minutes		48							48				12		\$18,608		
	c) Additional Site Visits (12)		60							60	30					\$25,348		
1.3	Project Management Deliverables	0	56	0	0	0	0	0	0	34	2	0	0	0	28	\$20,305		
1.3.1	Project Plan and Schedule	0	8	0	0	0	0	0	0	10	2	0	0	0	4	\$3,804		
	a) Maintain Updated Project Safety Plan		2							4	2				2	\$1,430		
	b) Maintain Updated Construction Schedule		6							6					2	\$2,375		
1.3.2	Monthly Invoices and Progress Reports	0	48	0	0	0	0	0	0	24	0	0	0	0	24	\$16,501		
	a) Monthly Invoices & Progress Reports (24 months)		48							24					24	\$16,501		
TASK 2 - Construction Phase Services																		
2.1	Construction Phase Services	21	443	4	198	0	88	132	112	490	284	180	80	140	41	\$413,779		
	a) Review of Shop Drawings and Submittals (150)	10	75		140		80	120	100	150	200				25	\$19,024		
	b) Response to Request for Information (30)	1	15	4	30		8	8	8	30	12				4	\$24,588		
	c) Review of O&M Manuals (20)		8		12			4	4	16	32				4	\$13,201		
	d) Construction Contract Administration	8	280							192						\$92,723		
	e) Review of Pav Estimates (25)		25							50					4	\$12,880		
	f) Prepare Record Drawings	2	40		16					52	40	180	80	140	4	\$90,892		
TOTAL HOURS		29	780	4	199	0	103	147	123	802	395	181	81	140	109	\$566,707		
AECOM BASIC SERVICES LABOR EXPENSE TOTALS		\$10,727.31	\$177,166.08	\$1,101	\$51,012	\$0	\$28,408	\$39,113	\$27,539	\$109,298	\$46,654	\$35,239	\$12,616	\$17,262	\$10,573	\$667,554		
																Check	\$566,707	
NON-LABOR																		
Copies, Prints & Courier																\$1,500		
Travel (Ground Transport, Parking, Meals, etc)																\$11,000		
AECOM BASIC SERVICES NON-LABOR EXPENSE TOTAL																\$12,500		
AECOM BASIC SERVICES EXPENSE TOTAL																\$679,207		
BASIC SUBCONTRACTOR SERVICES AND MARKUP																		
SUBCONTRACTOR																Subcontract Amount	Subcontract Markup	Subcontract Expense
TSI Laboratories - Construction Materials Testing [See attached for Detail]																\$74,616	\$3,731	\$78,347
SUBCONTRACTOR BASIC SERVICES TOTALS																\$78,347		
TOTAL BASIC CONSTRUCTION PHASE SERVICES WORK PLAN																\$667,554		

TSI LABORATORIES, INC.
TBPE Firm Registration No. F-9236



September 27, 2022

Vinoth Manoharan
AECOM
19219 Katy Freeway Suite 100
Houston, TX 77094

Re: Construction Material Testing Proposal
Lynn’s Bayou Wastewater Treatment Plant Expansion
800 N. Commerce St.
Port Lavaca, TX 77979

Proposal No.: PV-211262

Mr. Manoharan,

TSI Laboratories, Inc. (TSI) is pleased to submit our Construction Material Testing (CMT) **Proposal** for inspection services for the above referenced project.

TSI has been in business for over 26 years. Our technicians have acquired various state certifications and licenses. Our certifications allow us to test soils, concrete, asphalt, and steel materials. TSI conducts all testing of materials in accordance with state, TxDOT, U.S. Army Corps of Engineers, ASTM and National Standards. Our laboratories have accurate and calibrated state-of-the-art testing equipment. **TSI is currently accredited through the U.S. Army Corps of Engineers.**

PROJECT INFORMATION

The project consists of the construction of a new admin building, headworks, anoxic aerobic basin, sludge PS, clarifiers, expanded UV disinfection capacity, rebuild Parshall flume and convert area to engineered sludge beds with roof. The project is located in Port Lavaca, TX.

SCOPE OF SERVICES

TSI’s experienced and certified technicians will conduct all inspections and testing services for this project to verify strict compliance to project plans and specifications or as requested by project engineers or architects.

This proposal should be reviewed by all design professionals prior to starting this project. If the proposed work is deemed inaccurate, we will be happy to revise the proposal to meet the necessary requirements.

SCHEDULING

TSI Technicians will perform inspections and testing on a “per request” basis. The client will need

Proposal for: Vinoth Manoharan - AECOM
Lynn's Bayou WWTP Expansion CMT - Port Lavaca, TX
September 27, 2022 TSI Proposal No. PV-221262

to call to schedule all inspections and testing services with a minimum of 24 hrs. notice. If 24 hr. advance notice is not given, we will send the next available technician, this can cause delays and, in some cases, make in impossible to fulfill the task.

All scheduling should be done through the Victoria, Texas office by calling and speaking with dispatch at 361-578-6933. Technicians DO NOT schedule inspections or testing.

REPORTING

TSI Technicians are responsible for making sure that all work performed is within project specifications and completely daily reports on each project. Any work not meeting specifications will be reported to the site superintendent immediately, as well as our Project Manager.

TSI Project Manager will review all technicians' daily reports and communicate with the client regarding results in a timely manner.

REPORT DELIVERY

TSI Technicians and/or Project Managers will report failing tests or non-compliance items immediately to the appropriate personnel noted on the project sheet. All reports are submitted digitally. Timeframes for lab reports vary. Digitally signed reports are generally sent within two (2) business days of test completion to all parties designated on the project sheet.

COMPENSATION

Based on the information you provided the total cost for our testing services is estimated at **\$74,616.00**. A breakdown of this estimate is provided under "Estimated Cost and Quantities". Many factors that are beyond our control can have an effect of the final charges such as weather, contractors schedule, cancelled or failed tests or additional requested testing. If there are any changes or additions, the cost will be adjusted accordingly. This estimate is based on anticipated quantities and work schedules as per project plans provided to TSI by the client. Actual cost will be based on the actual number of tests performed, trips and hours required to perform said testing. If paying with a credit card, a small processing fee will be added to total payment.

Technician time will be charged portal to portal from the closest TSI location (a minimum of 3 hours per call out). Normal work hours are 8am to 5pm, Monday thru Friday. Work performed before or after those hours will be charged at the overtime rate which is 1.5 times the regular technician rate. Technician time will be charged for sample pick up (a minimum of two (2) hours per pick up). Project manager time will be billed for report review at 0.5 hours per report issued (minimum charge of one (1) hour per monthly invoice).

Administrative charges will be billed at 0.5 hours per report prepared (minimum of one (1) hour per monthly invoice). Charges for failed tests and cancellations after technician is in route or has arrived to project will result in additional charges. A minimum of three (3) density tests will be charged per call out for compaction testing. Special permits, certifications or training required for the technician to access the job site will be billed to the customer at cost plus 15%.

ALLOCATION OF RISK

The total cumulative liability of TSI, its officers, employees, and agents, to the client arising from Services under this agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by TSI under this Agreement; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims, or actions that allege errors or omission in TSI's Services, whether alleged to arise in tort, contract, warranty, or other legal theory.

Proposal for: Vinoth Manoharan - AECOM
Lynn's Bayou WWTP Expansion CMT - Port Lavaca, TX
September 27, 2022 TSI Proposal No. PV-221262

INDEMNIFICATION

Subject to the provisions and limitations of this Agreement, TSI agrees to indemnify and hold harmless the Client against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense), or other losses to the extent caused by TSI's negligent performance of its Services under this Agreement.

The client agrees to indemnify and hold harmless TSI against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense), or other losses to the extent caused by the negligence of the Client.

AUTHORIZATION

Acceptance of this proposal and all contained within it shall be provided by signing the attached signature page and returning the entire proposal along with the project sheet. Services will begin according to the schedule provided by the client. This proposal shall constitute the terms and conditions of the services to be provided by TSI.

This proposal is valid for a period of three (3) months from above date. Our regular hours of operation are Monday thru Friday 8AM to 5PM. If there are any questions, please call us at (361)578-6933.

Respectfully
Submitted,



Erlinda L. Aguillon
Estimator, TSI Laboratories, Inc.

This proposal is accepted in accordance with the TSI Laboratories, Inc. prices, terms (due upon receipt) and conditions listed.

Firm: _____

Authorized Representative:

Sign: _____

Print: _____

Date: _____

Proposal for: Vinoth Manoharan - AECOM
 Lynn's Bayou WWTP Expansion CMT - Port Lavaca, TX
 September 27, 2022 TSI Proposal No. PV-221262

ESTIMATED COST AND QUANTITIES

No.	Item Description	Unit	Qty.	Unit Cost	Total Cost
1 Soil Testing: Reactor Beams, Walls, Clarifiers, Buildings, Paving, Misc...					
1.1	Proctor	No.	7	\$155.00	\$1,085.00
1.2	PI	No.	7	\$60.00	\$420.00
1.3	Gradations	No.	7	\$45.00	\$315.00
1.4	Densities	No.	436	\$20.00	\$8,720.00
1.5	Technician Time	No.	336	\$45.00	\$15,120.00
1.6	Trip	No.	79	\$35.00	<u>\$2,765.00</u>
Subtotal					\$28,425.00
2 Concrete: Reactor Basins					
2.1	Cylinders (12 sets x 4 cyl per set)	No.	48	\$16.50	\$792.00
2.2	Technician Time incl. Rebar Inspection	No.	60	\$45.00	\$2,700.00
2.3	Trip	No.	10	\$35.00	<u>\$350.00</u>
Subtotal					\$3,842.00
3 Concrete: Clarifiers					
3.1	Cylinders (36 sets x 4 cyl per set)	No.	144	\$16.50	\$2,376.00
3.2	Technician Time incl. Rebar Inspection	No.	100	\$45.00	\$4,500.00
3.3	Trip	No.	20	\$35.00	<u>\$700.00</u>
Subtotal					\$7,576.00
4 Concrete: Headworks					
4.1	Cylinders (4 sets x 4 cyl per set)	No.	16	\$16.50	\$264.00
4.2	Technician Time incl. Rebar Inspection	No.	30	\$45.00	\$1,350.00
4.3	Trip	No.	6	\$35.00	<u>\$210.00</u>
Subtotal					\$1,824.00
5 Concrete: Admin Buildings					
5.1	Cylinders (8 sets x 4 cyl per set)	No.	32	\$16.50	\$528.00
5.2	Technician Time incl. Rebar Inspection	No.	15	\$45.00	\$675.00
5.3	Trip	No.	2	\$35.00	<u>\$70.00</u>
Subtotal					\$1,273.00
6 Concrete: Sludge PS					
6.1	Cylinders (2 sets x 4 cyl per set)	No.	8	\$16.50	\$132.00
6.2	Technician Time incl. Rebar Inspection	No.	15	\$45.00	\$675.00
6.3	Trip	No.	3	\$35.00	<u>\$105.00</u>
Subtotal					\$912.00

Proposal for: Vinoth Manoharan - AECOM
 Lynn's Bayou WWTP Expansion CMT - Port Lavaca, TX
 September 27, 2022 TSI Proposal No. PV-221262

7 Concrete: Blower Building					
7.1	Cylinders (8 sets x 4 cyl per set)	No.	32	\$16.50	\$528.00
7.2	Technician Time incl. Rebar Inspection	No.	36	\$45.00	\$1,620.00
7.3	Trip	No.	6	\$35.00	<u>\$210.00</u>
				Subtotal	\$2,358.00
8 Concrete: Dirt Box					
8.1	Cylinders (2 sets x 4 cyl per set)	No.	8	\$16.50	\$132.00
8.2	Technician Time incl. Rebar Inspection	No.	10	\$45.00	\$450.00
8.3	Trip	No.	2	\$35.00	<u>\$70.00</u>
				Subtotal	\$652.00
9 Concrete: Parshall Flume					
9.1	Cylinders (4 sets x 4 cyl per set)	No.	16	\$16.50	\$264.00
9.2	Technician Time incl. Rebar Inspection	No.	24	\$45.00	\$1,080.00
9.3	Trip	No.	6	\$35.00	<u>\$210.00</u>
				Subtotal	\$1,554.00
10 Concrete: Sludge Bed					
10.1	Cylinders (8 sets x 4 cyl per set)	No.	32	\$16.50	\$528.00
10.2	Technician Time incl. Rebar Inspection	No.	36	\$45.00	\$1,620.00
10.3	Trip	No.	6	\$35.00	<u>\$210.00</u>
				Subtotal	\$2,358.00
11 Concrete: Paving					
11.1	Cylinders (12 sets x 4 cyl per set)	No.	48	\$16.50	\$792.00
11.2	Technician Time incl. Rebar Inspection	No.	60	\$45.00	\$2,700.00
11.3	Trip	No.	10	\$35.00	<u>\$350.00</u>
				Subtotal	\$3,842.00
12 Additional Costs for Testing					
12.1	Masonry	LS	1	\$5,000.00	\$5,000.00
12.2	Weld and Bolt Inspection	LS	1	\$5,000.00	\$5,000.00
12.3	Misc. Testing/Inspections	LS	1	\$5,000.00	\$5,000.00
12.4	Admin Charges - PM and Clerical	LS	1	\$5,000.00	<u>\$5,000.00</u>
				Subtotal	\$20,000.00
Total estimated cost:					\$74,616.00

** Estimated cost is based on estimated number of tests needed, also time and trips required to perform said testing. No detailed plans were provided so assumptions were made based on outlining of proposed areas. Actual cost will be based on the actual number of tests performed, trips and hours required to perform said testing.**



Each deliverable will have the following

- Three (3) sets of each Milestone Review Package (hard copy)
- Electronic copy of Milestone Review Package
- Three (3) sets of each Bid Ready Package (hard copy)
- Electronic copy of Bid Ready Package
- Up to five (5) sets of Conformed Construction Documents (hard copy)
- Electronic copy of Conformed Construction Documents
- One (1) Full Size set of Record Drawings (hard copy)
- Electronic copy of Record Drawings

COMPENSATION

Compensation for the services listed in the above Scope of Services is to be on a lump sum. The project cost of the scope of work has been calculated and is defined in Exhibit A. The total compensation for the basic and additional services listed in the above Scope of Services is summarized below.

Basic Services

Item	Description	AECOM	Subconsultants	Total
1	Sampling and Source Identification of Cu and Zn	\$44,716	\$3,150	\$47,866
2	30% Design	\$331,323	\$85,755	\$417,078
3	Assistance in Funding Application	\$29,644		\$29,644
4	Final Design	\$1,126,116		\$1,126,116
5	Bid Phase	\$24,214		\$24,214
6	Construction Phase Services	\$579,207	\$78,347	\$657,554
Total Estimated Fee - Basic Services				\$2,302,472

Additional Services

Item	Description	AECOM	Subconsultants	Total
1	Final Design: CU and Zn Treatment System Design	\$60,000		\$60,000
2	SUE Services		\$13,409	\$13,409
Total Estimated Fee - Additional Services				\$73,409

AECOM requests authorization of the Basic Services Items 1, 2 and 3 for a total amount of \$494,588. We appreciate your consideration of the proposal and look forward to the opportunity to work on this project. Should you have any questions or require additional information, please do not hesitate to contact me at (281) 675-7668.

Sincerely,

Vinoh Manoharan, P.E.
Project Manager

Shelby G. Eckols, P.E.
Senior Vice President

Attachments: Exhibit A – Level of Effort
Exhibit B – Project Schedule

COMMUNICATION

SUBJECT: Consider approval of AECOM Task Order No. 6 for Bid and Construction Phase Services for the Lynn's Bayou Wastewater Treatment Plant Improvement project, in the amount of \$127,317.00. Presenter is Wayne Shaffer

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: DECEMBER 12, 2022

AGENDA ITEM __

DATE: 12.08.2022

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: AECOM Task Order No. 6 – Bidding and Construction Phase for WWTP Improvements

BACKGROUND:

AECOM Task Order No. 4, approved on May 10, 2021, covered the design and preparation of the Bid Package. The attached Task Order No. 6 covers the Bid Phase and Construction Phase Services. We have already started the bidding phase actually. A Mandatory Prebid conference was held on Wednesday, Dec. 7 with 5 general contractors in attendance. Bids are due on December 14.

FINANCIAL IMPACT:

This projected fee of \$118,519 for Bidding and Construction Phase and \$8,798 for materials testing, totaling \$127,317.00 will come from the Series 2022 CO Bonds.

RECOMMENDATION: It is staff's recommendation to award to AECOM Task Order No. 6 to AECOM's Master Engineering Services Agreement, dated May 10, 2021 in the amount of \$127,317.00.

ATTACHMENTS:

- AECOM Task Order NO. 6

12/8/2022

Jody Weaver, PE
City Manager
202 North Virginia
Port Lavaca, TX 77979

**RE: Request for Authorization to Proceed
Task Order 6: Bid and Construction Phase Services for City of Port Lavaca Lynn's Bayou
Wastewater Treatment Plant Improvements**

Dear Ms. Weaver,

As requested by City of Port Lavaca (City), AECOM is pleased to submit this proposal to provide Bid and Construction Phase Services for the Lynn's Bayou Wastewater Treatment Plant Improvements project.

Background

City of Port Lavaca owns and operates the Lynn's Bayou Wastewater Treatment Plant (WWTP). The WWTP is located at 800 N. Commerce St., Port Lavaca, TX 77979, approximately 30 miles southeast of Victoria, Texas. The WWTP was originally constructed in 1982 for a rated capacity of 1.5 MGD and was expanded in 2001 to 2 MGD. The plant is an activated sludge facility permitted for 2 MGD average daily flow and a 2-hour peak flow of 5,319 gpm or 7.65 MGD (TPDES Permit No. WQ0010251001). The existing treatment system consists of a mechanical bar screen, a grit classification chamber, two sequential aeration basins, two secondary clarifiers, UV disinfection, Parshall flume flow meter and outfall structure, an aerobic digester, a sludge thickener, a Return Activated Sludge (RAS)/Waste Activated Sludge (WAS) pump station, sludge dewatering beds, and four blowers.

AECOM has completed the following tasks associated with the WWTP as part of the Professional Services Agreement (PSA) with the City:

- o Lynn's Bayou Wastewater Treatment Plant Assessment and Expansion Study: Assess the condition of the existing WWTP and develop a plan for engineering study/design to expand the plant to accommodate for future growth as per TCEQ requirements.
- o Lynn's Bayou Wastewater Treatment Plant Improvements - Final Design: AECOM has completed final engineering design of the improvements needed to address some of the high priority issues identified during the condition assessment conducted at the WWTP.

AECOM's Scope of Services of this proposal will include the following services associated with final design of the WWTP Improvements Project

Basic Services:

- o Bid Phase Services
- o Construction Phase Services

Additional Services:

- Construction Materials Testing

Exhibit "A" provides an itemization of the labor and expenses associated with the Scope of Services.

Proposed schedule for completion of the proposed Scope of Services is as below

- Bid Phase: 2 Months
- Construction Phase: 10 Months

BASIC SERVICES

SCOPE OF SERVICES – Bid Phase

Task 1 – Project Management

Project management associated is anticipated to span two (2) months as proposed in the attached schedule and includes the following sub-tasks:

Task 1.1: Project Management and Administration

Task 1.1.1: Project Setup and Administration

Update project setup in AECOM project management system and administration during the span of this task including oversight, tracking and coordination.

Task 1.2: Meetings

Task 1.2.1: Project Meetings

AECOM will conduct internal meetings with the staff involved to review progress and address questions from contractors. The proposal is based on conducting a total of two (2) meetings.

Task 1.2.2: Project Coordination

AECOM will organize and participate in two (2) coordination meetings with the City and Grant Works during the Bid Phase in preparing the front-end documents, and communicating and receiving input and feedback on challenges, outstanding issues, status, and decisions.

Task 1.3: Project Management Deliverables

Task 1.3.1: Monthly Invoices and Status Reports

Submit monthly invoices for the duration of bid phase.

Task 2 – Bid Services

Perform bid services including preparing construction document package for bidding and reviewing construction bids. This task includes the following sub-tasks:

Task 2.1: Bid Services

AECOM will use the front-end documents provided by the City/Grant Works. This task will include reviewing the front-end contract documents, making edits as required and preparing a combined bid package. AECOM will assist the City in preparing an advertisement and publishing two advertisements in two local newspapers (Port Lavaca Wave and Victoria Advocate) and in Civcast. Cost for publications via Victoria Advocate and Civcast will be paid by AECOM.

AECOM will conduct a pre-bid meeting and prepare and transmit pre-bid meeting minutes. AECOM will respond to prospective bidders' questions related to the WWTP expansion and will issue contract addenda required to clarify or modify the contract documents.

AECOM will evaluate bids received by checking references and confirming that all required documents have been provided. AECOM will prepare bid tabulation and Recommendation of Award Letter to the City.

SCOPE OF SERVICES – Construction Phase

Task 1 – Project Management

Project management associated is anticipated to span ten (10) months as proposed in the attached schedule and includes the following sub-tasks:

Task 1.1: Project Management and Administration

Task 1.1.1: Project Setup and Administration

Setup project in AECOM project management system and administration during the span of the project including oversight, tracking and coordination.

Task 1.2: Meetings

Task 1.2.1: Project Meetings and Coordination

Once construction contract is awarded, AECOM will assist in the organization of and participate in a construction kick-off meeting that will be held at the WWTP. This meeting will discuss general and specific requirements for fulfilling the construction contract including construction phasing, use of existing facilities, and project coordination.

An internal kickoff meeting will be conducted with AECOM team members to convey scope of the construction project and define responsibilities.

AECOM will assist in organizing of and participate in substantial completion inspection of the project and develop punch list items that will be required for final completion. AECOM, along with the City, will conduct a final review of the project for compliance with the Contract Documents.

Task 1.2.2: Project Status Meetings

AECOM will assist in the scheduling of and participate in monthly project progress meetings with City and the contractor to review progress of construction, communicate and receive input and feedback on challenges and outstanding issues. AECOM will prepare agenda and meeting minutes each meeting. The proposal is based on conducting a total of six (6) on-site progress meetings.

A site visit will be conducted after the progress meeting to observe progress. In performing this service, the Engineer will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work or material; he/she will not be responsible for the techniques of construction or the safety precautions incident thereto; and he/she will not be responsible nor liable in any degree for the Contractor's failure to perform the construction work in accordance with the Contract Documents. During visits to the construction site, and on the basis of the Engineer's on-site observations, he/she will keep the City informed of the extent of the progress of the work, and advise the City of material and substantial defects and deficiencies in the work of contractors which are discovered by the Engineer or otherwise brought to the Engineer's attention in the course of construction.

AECOM will visit the site, in addition to the monthly site visits, on circumstances such as installation of a critical equipment, data collection, resolution of field issues etc. This proposal is based on conducting three (3) additional site visits.

Task 1.3: Project Management Deliverables

Task 1.3.1: Safety Plan and Schedule

Maintain an updated project safety plan. Prepare and maintain an overall construction schedule to reflect projected completion date. This schedule will be submitted with the monthly invoices.

Task 1.3.2: Monthly Invoices and Status Reports

Submit monthly invoices along with a status report summarizing progress of the project and updated project schedule.

Task 2 – Construction Phase Services

Construction phase engineering services will commence upon execution of the construction Contract by the CITY and authorization to proceed with construction phase services:

Task 2.1: Construction Phase Services

This task will include review of shop drawings and submittals. This proposal is based on twenty-five (25) shop drawings including resubmittals requiring four (4) hours to process. AECOM will prepare, maintain, and distribute a Submittals Log. AECOM will review the shop drawings and submittals to ensure they conform the drawings and specifications and will provide responses.

AECOM will answer requests for information (RFI) and issue interpretations and clarifications of the plans and specifications, as needed. Additionally, AECOM will prepare, maintain, and distribute an RFI Log. This task is based on six (6) RFIs each requiring approximately four (4) hours to process.

AECOM will review draft and final O&M Manuals data which the Contractor is required to submit, only for conformance with the requirements of the Contract Documents. This proposal is based on five (5) O&M Manuals submittals with each O&M Manual requiring five (5) man-hours to review including resubmittals.

During the administration of the construction contract, AECOM will issue all instructions to the Contractor requested by the City; coordinate construction materials testing; and provide general coordination with the Contractor. This task is budgeted for four (4) hours per week of the later 6 - months of construction duration.

AECOM will prepare, maintain, and distribute a Change Order log. It is assumed that the Change orders will be prepared by the City; AECOM will review and provide comments on contractor's estimates and prepared change orders.

Based on the Engineer's observation of the progress, AECOM will review contractor's monthly pay estimates and provide comments/recommendations. This proposal is based on nine (9) monthly pay estimates plus one (1) final pay estimate with each pay estimate requiring approximately two (2) man-hours each. Verification of project's progress and materials stored on-site will be by the City's Construction Project Manager.

AECOM will prepare record drawings assembled from the Contractor's markups of changes made during the construction process. AECOM will provide the City of Port Lavaca one (1) set of reproducible (paper) drawings, and digital files in the electronic format.

ADDITIONAL SERVICES

Construction Materials Testing: Materials testing services will be provided by TSI Laboratories; fee for the service is included in the proposal.

Assumptions

1. This proposal does not include services of a resident project representative and other field personnel for on-site observation of construction, construction phase survey control staking or verifications.
2. City of Port Lavaca will provide requested data and information within five business days of written submittal request to maintain the project schedule. Consistent with the professional standard of care,

AECOM shall be entitled to rely upon the accuracy of data and information provided by City or others without independent review or evaluation.

3. If and when possible, City will provide site access and facility support staff to allow for any identified site reconnaissance activities. Facility support staff shall be knowledgeable of applicable safety practices and will inform any AECOM project team members of these requirements. AECOM understands any site visits will occur between regular business hours and will depend on City staff escort availability. No special equipment is expected to be utilized or required during site visits. AECOM will conduct all observations without the use of specialty equipment that may require additional safety training beyond awareness training.
4. City will provide electronic design files as available to support development of drawings, details, and criteria as required for preparation of deliverables.
5. City will provide review and comment on AECOM's deliverables within ten business days of submittal to maintain the project schedule.
6. Invoices will be prepared monthly and will be accompanied by a status summary memo. Project Schedule will be updated and submitted with the invoice. Any changes to the schedule will be noted and explained.
7. Labor costs have been distributed by discipline in accordance with the Scope of Work (SOW). Estimated costs were based upon discussions of the pre-proposal meeting, prior experience, and AECOM's understanding of the goals of the project.
8. AECOM understands that City input will be required for certain deliverables and that completeness of certain deliverables is dependent on City's ability to provide such data.
9. Meeting other than the ones specifically called out as on-site meetings will be conducted virtually.
10. No travel and subsistence required of AECOM and authorized by the City to points other than the project site or City offices.
11. No filing, review, permit, inspection and other fees assessed by the City, County or State.
12. There will not be any additional copies of contract documents and specifications (over agreed number) and additional copies of drawings (over agreed number).
13. Proposal does not include fee for the effort associated with re-bidding the project.
14. AECOM will not provide assistance to the City as an expert witness in any litigation with third parties arising from the development or construction of the project.
15. No warranty phase engineering services will be required.
16. AECOM will not be participating in public involvement meetings.
17. SCADA/PLC programming services will be provided by the contractor as part of the construction contract.
18. Fee for providing basic construction phase services is for a period of 10 months; a fee will be negotiated to extend the service upon determination of the additional duration, prior to completion of the 10 months.
19. Supplemental Provisions
 - a. Reuse of Documents: AECOM shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which it was prepared under this project.
 - b. Any Opinion of Probable Construction Cost prepared by AECOM represents its judgment as AECOM and is supplied for the general guidance of City. Since AECOM has no control over the cost of labor and material, or over competitive bidding or market conditions, AECOM does not guarantee the accuracy of such opinions as compared to Construction Contractor bids or actual cost to City.

DELIVERABLES

AECOM will be submitting the following deliverables for review and approval as listed in the sub-tasks of the Scope of Services.

1. Meeting agenda and minutes (as applicable)
2. Monthly invoices and progress reports
3. Bid Ready Package
4. Up to two (2) Addenda for Bidding
5. Conformed Construction Documents
6. Record Drawings

Each deliverable will have the following

- Electronic copy of Bid Ready Package
- Up to five (5) sets of Conformed Construction Documents (hard copy)
- Electronic copy of Conformed Construction Documents
- One (1) Full Size set of Record Drawings (hard copy)
- Electronic copy of Record Drawings

COMPENSATION

Compensation for the services listed in the above Scope of Services is to be on a lump sum. The project cost of the scope of work has been calculated and is defined in Exhibit A. The total compensation for the basic and additional services listed in the above Scope of Services is summarized below.

Task Order 6 - Basic Services

Task	Description	AECOM	Subconsultants	Total
6A	WWTP Improvements - Bid Phase	\$13,165		\$13,165
6B	WWTP Improvements - Construction Phase	\$105,354		\$105,354
Total Estimated Fee - Basic Services				\$118,519

Task Order 6 - Additional Services

Task	Description	AECOM	Subconsultants	Total
6C	Construction Materials Testing		\$8,798	\$8,798
Total Estimated Fee - Additional Services				\$8,798

AECOM requests authorization of the Basic and Additional Services for a total amount of \$127,317. We appreciate your consideration of the proposal and look forward to the opportunity to work on these tasks. Should you have any questions or require additional information, please do not hesitate to contact me at (281) 675-7668.

Sincerely,



Vinoth Manoharan, P.E.
Project Manager



Shelby G. Eckols, P.E.
Senior Vice President

Attachments: Exhibit A – Level of Effort
Exhibit B – Project Schedule

Signature below indicates that Task Order 6 is accepted in accordance with our Master Design Engineering Services Agreement dated May 10, 2021.

Signature

Jack Whitlow
Printed Name

Mayor
Printed Title

12-12-22
Date

City of Port Lavaca - Lynns Bayou Wastewater Treatment Plant Improvements
Bid and Construction Phase Services
Summary of Fees

Task Oder 6 - Basic Services

Item	Description	AECOM	Subconsultants	Total
6A	WWTP Improvements - Bid Phase	\$13,165		\$13,165
6B	WWTP Improvements - Construction Phase	\$105,354		\$105,354
Total Estimated Fee - Basic Services				\$118,519

Task Order 6 - Additional Services

Item	Description	AECOM	Subconsultants	Total
6C	Construction Materials Testing		\$8,798	\$8,798
Total Estimated Fee - Additional Services				\$8,798

AECOM																
Exhibit A - Level of Effort																
Bid Phase Services - Lynns Bayou WWTP Improvements																
Proposal Date: December 7, 2022																
Task Number	Billing Rates	Principal	Project Manager	QA/QC	Sr. Process Engineer	Structural Eng /Architect	Electrical Engineer	I&C Engineer	Project Engineer	Graduate Engineer	Sr. Designer/ Drafter	Electrical Designer	Drafter	Admin	TOTALS	
	LABOR	\$370	\$227	\$275	\$256	\$276	\$266	\$224	\$136	\$118	\$195	\$156	\$123	\$97		
	TASK DESCRIPTION														TASK FEE	
TASK 1 - Project Management																
1.1	Project Management and Administration (2 months)	2	2	0	0	0	0	0	0	0	0	0	0	2	\$1,388	
	1.1.1 Project Setup and Administration	2	2	0	0	0	0	0	0	0	0	0	0	2	\$1,388	
	a Project Setup and Update	1	1											1	\$694	
	b Oversight and Budget Tracking	1	1											1	\$694	
1.2	Meetings	0	4	0	2	0	0	1	0	4	0	0	0	0	\$2,118	
	1.2.1 Project Meetings	0	2	0	2	0	0	1		2	0	0	0	0	\$1,427	
	a Internal Meetings (2)		2		2			1		2					\$1,427	
	1.2.2 Project Coordination	0	2	0	0	0	0	0	0	2	0	0	0	0	\$690	
	a Project Coordination Meetings (2)		2							2					\$690	
1.3	Project Management Deliverables	1	2	0	0	0	0	0	2	0	0	0	0	2	\$1,291	
	1.3.1 Monthly Invoices	1	2	0	0	0	0	0	2	0	0	0	0	2	\$1,291	
	a Monthly Invoices (2 months)	1	2						2					2	\$1,291	
TASK 2 - Bid Services																
2.1	Bid Services	1	16	0	1	0	0	0	20	0	0	0	0	2	\$7,180	
	a Review of Front End Contract Documents		2						6						\$1,272	
	b Develop Advertisement		1						2						\$500	
	c Prebid Conference		6						4						\$1,908	
	d Prepare Meeting Minutes & Addenda		4						6				1		\$1,823	
	e Bid Opening		1												\$227	
	f Bid Tabulation & Recommendation	1	2		1				2					1	\$1,450	
TOTAL HOURS		4	24	0	3	0	0	1	22	4	0	0	0	6	\$11,976	
AECOM BASIC SERVICES LABOR EXPENSE TOTALS		\$1,479.63	\$5,451.26	\$0	\$769	\$0	\$0	\$224	\$2,998	\$472	\$0	\$0	\$0	\$582		
															Check	\$11,976
NON-LABOR																
Copies, Prints & Couriers															\$100	
Advertisement Cost (Victoria Advocate)															\$731	
Civcast Publication															\$108	
Travel (Ground Transport, Parking, Meals,etc)															\$250	
AECOM BASIC SERVICES NON-LABOR EXPENSE TOTAL															\$1,189	
AECOM BASIC SERVICES EXPENSE TOTAL															\$13,165	
TOTAL BASIC SERVICES WORK PLAN															\$13,165	

AECOM Exhibit A - Level of Effort Construction Phase Services - Lynns Bayou WWTP Improvements																Proposal Date: December 7, 2022	
Task Number	Billing Rates	Principal	Project Manager	QA/QC	Sr. Process Engineer	Estimator	Structural Eng /Architect	Electrical Engineer	I&C Engineer	Project Engineer	Graduate Engineer	Sr. Designer/ Drafter	Electrical Designer	Drafter	Admin	TOTALS	
	LABOR	\$370	\$227	\$275	\$256	\$198	\$276	\$266	\$224	\$136	\$118	\$195	\$156	\$123	\$97		
	TASK DESCRIPTION															TASK FEE	
TASK 1 - Project Management																	
1.1	Project Management and Administration (10 months)	2	7	0	0	0	0	0	0	0	0	0	0	0	7	\$3,009	
1.1.1	Project Setup and Administration	2	7	0	0	0	0	0	0	0	0	0	0	0	7	\$3,009	
	a Project Setup and Update	1	2												2	\$1,018	
	b Oversight and Budget Tracking	1	5												5	\$1,991	
1.2	Meetings	1	80	0	1	0	7	7	1	50	49	0	0	0	1	\$35,513	
1.2.1	Project Meetings and Coordination	1	20	0	1	0	7	7	1	2	19	0	0	0	1	\$11,800	
	a Construction Kickoff Meeting		6								6					\$2,071	
	b Internal Kickoff Meeting	1	2		1		1	1	1	2	1			1		\$2,334	
	c Partial Substantial Completion Inspection		6				6	6			6					\$5,323	
	d Final Completion Inspection		6								6					\$2,071	
1.2.2	Project Status Meetings	0	60	0	0	0	0	0	0	48	30	0	0	0	0	\$23,713	
	a Onsite Progress Meetings & Site Visits (6)		36							36	12					\$14,500	
	b Agenda & Meeting Minutes		6							12						\$2,998	
	c Additional Site Visits (3)		18								18					\$6,214	
1.3	Project Management Deliverables	0	13	0	0	0	0	0	0	26	2	0	0	0	10	\$7,702	
1.3.1	Project Plan and Schedule	0	3	0	0	0	0	0	0	6	2	0	0	0	0	\$1,735	
	a Maintain Updated Project Safety Plan		1							2	2					\$736	
	b Maintain Updated Construction Schedule		2							4						\$999	
1.3.2	Monthly Invoices and Progress Reports	0	10	0	0	0	0	0	0	20	0	0	0	0	10	\$5,967	
	a Monthly Invoices & Progress Reports (10 months)		10							20					10	\$5,967	
TASK 2 - Construction Phase Services																	
2.1	Construction Phase Services	7	66	1	22	0	12	14	10	122	24	8	8	0	1	\$55,130	
	a Review of Shop Drawings and Submittals (25)	1	12		16		10	8	6	30	16				1	\$19,502	
	b Response to Request for Information (6)	1	4	1	4		2	2	2	6						\$4,928	
	c Review of O&M Manuals (5)		2		2			4	2	6	8					\$4,242	
	d Construction Contract Administration	4	36							56						\$17,288	
	e Review of Pay Estimates (10)		10							20						\$4,997	
	f Prepare Record Drawings	1	2							4		8	8			\$4,173	
TOTAL HOURS		10	166	1	23	0	19	21	11	198	75	8	8	0	19	\$101,354	
AECOM BASIC SERVICES LABOR EXPENSE TOTALS		\$3,699.07	\$37,704.58	\$275	\$5,896	\$0	\$5,240	\$5,588	\$2,463	\$26,984	\$8,858	\$1,558	\$1,246	\$0	\$1,843		
																Check	\$101,354
NON-LABOR																	
Copies, Prints & Couriers																	\$1,000
Travel (Ground Transport, Parking, Meals, etc)																	\$3,000
AECOM BASIC SERVICES NON-LABOR EXPENSE TOTAL																	\$4,000
AECOM BASIC SERVICES EXPENSE TOTAL																	\$105,354
BASIC SUBCONTRACTOR SERVICES AND MARKUP																	
SUBCONTRACTOR					Subcontract Amount						Subcontract Markup					Subcontract Expense	
TSI Laboratories - Construction Materials Testing [See attached for Detail]					\$8,379						\$419					\$8,798	
SUBCONTRACTOR BASIC SERVICES TOTALS																\$8,798	
TOTAL BASIC CONSTRUCTION PHASE SERVICES WORK PLAN																\$114,152	

TSI LABORATORIES, INC.
TBPE Firm Registration No. F-9236



November 11, 2022

Vinoth Manoharan
AECOM
19219 Katy Freeway Suite 100
Houston, TX 77094

Re: Construction Material Testing Proposal
Lynn’s Bayou Wastewater Treatment Plant Expansion
800 N. Commerce St.
Port Lavaca, TX 77979

Proposal No.: PV-211262 Rev1

Mr. Manoharan,

TSI Laboratories, Inc. (TSI) is pleased to submit our Construction Material Testing (CMT) **Proposal** for inspection services for the above referenced project.

TSI has been in business for over 26 years. Our technicians have acquired various state certifications and licenses. Our certifications allow us to test soils, concrete, asphalt, and steel materials. TSI conducts all testing of materials in accordance with state, TxDOT, U.S. Army Corps of Engineers, ASTM and National Standards. Our laboratories have accurate and calibrated state-of-the-art testing equipment. **TSI is currently accredited through the U.S. Army Corps of Engineers.**

PROJECT INFORMATION

The project consists of the construction of a new building, pump pad area, grit classifier, pipe supports, sidewalk and ramp for a WWTP. The project is located in Port Lavaca, TX.

SCOPE OF SERVICES

TSI’s experienced and certified technicians will conduct all inspections and testing services for this project to verify strict compliance to project plans and specifications or as requested by project engineers or architects.

This proposal should be reviewed by all design professionals prior to starting this project. If the proposed work is deemed inaccurate, we will be happy to revise the proposal to meet the necessary requirements.

SCHEDULING

TSI Technicians will perform inspections and testing on a “per request” basis. The client will need to call to schedule all inspections and testing services with a minimum of 24 hrs. notice.

If 24 hr. advance notice is not given, we will send the next available technician, this can cause delays and, in some cases, make it impossible to fulfill the task.

All scheduling should be done through the Victoria, Texas office by calling and speaking with dispatch at 361-578-6933. Technicians DO NOT schedule inspections or testing.

REPORTING

TSI Technicians are responsible for making sure that all work performed is within project specifications and completely daily reports on each project. Any work not meeting specifications will be reported to the site superintendent immediately, as well as our Project Manager.

TSI Project Manager will review all technicians' daily reports and communicate with the client regarding results in a timely manner.

REPORT DELIVERY

TSI Technicians and/or Project Managers will report failing tests or non-compliance items immediately to the appropriate personnel noted on the project sheet. All reports are submitted digitally. Timeframes for lab reports vary. Digitally signed reports are generally sent within two (2) business days of test completion to all parties designated on the project sheet.

COMPENSATION

Based on the information you provided the total cost for our testing services is estimated at **\$8,379.00**. A breakdown of this estimate is provided under "Estimated Cost and Quantities". Many factors that are beyond our control can have an effect on the final charges such as weather, contractors schedule, cancelled or failed tests or additional requested testing. If there are any changes or additions, the cost will be adjusted accordingly. This estimate is based on anticipated quantities and work schedules as per project plans provided to TSI by the client. Actual cost will be based on the actual number of tests performed, trips and hours required to perform said testing. If paying with a credit card, a small processing fee will be added to total payment.

Technician time will be charged portal to portal from the closest TSI location (a minimum of 3 hours per call out). Normal work hours are 8am to 5pm, Monday thru Friday. Work performed before or after those hours will be charged at the overtime rate which is 1.5 times the regular technician rate. Technician time will be charged for sample pick up (a minimum of two (2) hours per pick up). Project manager time will be billed for report review at 0.5 hours per report issued (minimum charge of one (1) hour per monthly invoice).

Administrative charges will be billed at 0.5 hours per report prepared (minimum of one (1) hour per monthly invoice). Charges for failed tests and cancellations after technician is in route or has arrived to project will result in additional charges. A minimum of three (3) density tests will be charged per call out for compaction testing. Special permits, certifications or training required for the technician to access the job site will be billed to the customer at cost plus 15%.

ALLOCATION OF RISK

The total cumulative liability of TSI, its officers, employees, and agents, to the client arising from Services under this agreement, including attorney's fees due under this Agreement, will not exceed the gross compensation received by TSI under this Agreement; provided, however, that such liability is further limited as described below. This limitation applies to all lawsuits, claims, or actions that allege errors or omission in TSI's Services, whether alleged to arise in tort, contract, warranty, or other legal theory.

INDEMNIFICATION

Subject to the provisions and limitations of this Agreement, TSI agrees to indemnify and hold harmless the Client against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense), or other losses to the extent caused by TSI's negligent performance of its Services under this Agreement.

The client agrees to indemnify and hold harmless TSI against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense), or other losses to the extent caused by the negligence of the Client.

AUTHORIZATION

Acceptance of this proposal and all contained within it shall be provided by signing the attached signature page and returning the entire proposal along with the project sheet. Services will begin according to the schedule provided by the client. This proposal shall constitute the terms and conditions of the services to be provided by TSI.

This proposal is valid for a period of three (3) months from above date. Our regular hours of operation are Monday thru Friday 8AM to 5PM. If there are any questions, please call us at (361)578-6933.

Respectfully
Submitted,



Erlinda L. Aguillon
Estimator, TSI Laboratories, Inc.

This proposal is accepted in accordance with the TSI Laboratories, Inc. prices, terms (due upon receipt) and conditions listed.

Firm: _____

Authorized Representative:

Sign: _____

Print: _____

Date: _____

ESTIMATED COST AND QUANTITIES

No.	Item Description	Unit	Qty.	Unit Cost	Total Cost
1 Fill and #57 Stone					
1.1	Proctor	No.	2	\$155.00	\$310.00
1.2	PI	No.	3	\$60.00	\$180.00
1.3	Gradation	No.	2	\$45.00	\$90.00
1.4	Density	No.	24	\$20.00	\$480.00
1.5	Technician Time	Hrs.	30	\$45.00	\$1,350.00
1.6	Trips	Hrs.	9	\$35.00	\$315.00
Subtotal					\$2,725.00
2 Bldg Slab, Pump Pad, Grit Classifier, Pipe Supports					
2.1	Cylinders (7 set x 4 per set)	No.	28	\$16.50	\$462.00
2.2	Technician Time	No.	50	\$45.00	\$2,250.00
2.3	Trips	Hrs.	12	\$35.00	\$420.00
Subtotal					\$3,132.00
3 Sitework					
3.1	Proctor	No.	1	\$150.00	\$150.00
3.2	PI & Gradation	No.	2	\$105.00	\$210.00
3.3	Density	No.	3	\$20.00	\$60.00
3.4	Cylinders (2 set x 4 per set)	No.	8	\$16.50	\$132.00
3.5	Technician Time	No.	12	\$45.00	\$540.00
3.6	Trips	Hrs.	3	\$35.00	\$105.00
Subtotal					\$1,197.00
4 Structural Steel					
4.1	Visual Weld and Bolt Inspection	Hrs.	6	\$85.00	\$510.00
4.2	Trips	No.	1	\$35.00	\$35.00
Subtotal					\$545.00
5 Administration					
5.1	Project Engineer	Hrs.	3	\$135.00	\$405.00
5.2	Project Manager	Hrs.	3	\$85.00	\$255.00
5.3	Clerical	Hrs.	3	\$40.00	\$120.00
Subtotal					\$780.00
Total estimated cost					\$8,379.00

** Estimated cost is based on estimated number of tests needed, also time and trips required to perform said testing. Actual cost will be based on the actual number of tests performed, trips and hours required to perform said testing.**

COMMUNICATION

SUBJECT: Consider Second and Final Reading of an Ordinance (G-9-22) of the City of Port Lavaca amending the Code of Ordinances, Chapter 12 Buildings and Building Regulations, Sec. 12-21, to provide a Temporary Housing Permit to allow placement of a Recreational Vehicle (RV) on site of an active residential permit for up to 180 days; providing for severability; providing a repealing clause; and providing an effective date. Presenter is Derrick Smith

INFORMATION:

ORDINANCE #G-9-22

AN ORDINANCE OF THE CITY OF PORT LAVACA AMENDING THE CODE OF ORDINANCES CHAPTER 12, BUILDINGS AND BUILDING REGULATIONS, ARTICLE II, BUILDING TRADE CODES, SECTION 12-21 SAME – ADDITIONS, DELETIONS AND CHANGES; PROVIDING FOR SEVERABILITY; PROVIDING A REPEALING CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

Section 1. Purpose.

The following amendments are to be made to the following Section of Chapter 12 of the Code of Ordinances. All insertions are made with colored letters and all deletions are shown as bold text-strikethroughs.

Chapter 12 – BUILDINGS AND BUILDING REGULATIONS

ARTICLE II. – BUILDING TRADE CODES

Sec. 12-21 – Same – Additions, Deletions and Changes..

The following additions, deletions, and changes are adopted to the codes listed in [Section 12-20](#):

(20) Temporary Housing Permit

In addition to a construction building permit, a temporary housing permit may be authorized for the use, on premises, of a recreational vehicle or manufactured home as a residential unit, provided such use of temporary housing, in residential zoned districts, shall be limited to single family housing for the real property owners only, be located on the permitted property, or on property owned or leased by the permittee adjacent to the permitted property, and be valid for the term of the construction building permit period not to exceed six (6) months, and may be renewed once for a second six-month period. Such temporary housing use shall completely cease upon completion of construction or on the expiration of the time limit stated in the permit, whichever occurs first.

Section 2. Severability.

It is specifically declared to be the intention of the City Council that sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable.

If phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional or invalid by the valid judgment of decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any unconstitutional or invalid phrase, clause, sentence, paragraph or sections.

Section 3. Effective Date

THAT this ordinance shall become effective on the date of its passage.

First Reading this the 14th day of November, 2022.

Jack Whitlow, Mayor

Second Reading this the 12th day of December, 2022.

Jack Whitlow, Mayor

PASSED AND APPROVED this the 12th day of December, 2022.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM AND CONTENT:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second Reading	Approved/ Adopted
Councilman Smith	Aye		
Councilman Dent	Aye		
Councilman Tippit	Aye		
Councilwoman Padron	Aye		
Councilman Ward	Aye		
Councilman Barr	Aye		

Record of approval by City Council: City Council Minute Records, Volume 3H, Page _____.

COMMUNICATION

SUBJECT: Consider Second and Final Reading of an Ordinance (G-10-22) of the City of Port Lavaca repealing Chapter 26 of the City of Port Lavaca Code of Ordinances and adopting a New Chapter 26 of the City of Port Lavaca, Texas Code of Ordinances, Regulating Manufactured Housing and Recreational Vehicles (RV), Manufactured Housing Subdivisions, Manufactured Housing Parks, Recreational Vehicle Parks; Providing for Permits; Setting Fees; Establishing an Appeals Process; Setting Penalties for Violations; Providing a Repealing Clause; Providing a Severability Clause; and Setting an effective date. Presenter Is Derrick Smith

INFORMATION:

ORDINANCE NO. G-10-22

AN ORDINANCE OF THE CITY OF PORT LAVACA, REPEALING CHAPTER 26 OF THE CITY OF PORT LAVACA CODE OF ORDINANCES AND ADOPTING A NEW CHAPTER 26 OF THE CITY OF PORT LAVACA, TEXAS CODE OF ORDINANCES, REGULATING MANUFACTURED HOUSING AND RECREATIONAL VEHICLES (RV), MANUFACTURED HOUSING SUBDIVISIONS, MANUFACTURED HOUSING PARKS, RECREATIONAL VEHICLE PARKS; PROVIDING FOR PERMITS; SETTING FEES; ESTABLISHING AN APPEALS PROCESS; SETTING PENALTIES FOR VIOLATIONS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND SETTING AN EFFECTIVE DATE

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF PORT LAVACA, TEXAS:

SECTION 1: Purpose.

The City of Port Lavaca hereby repeals Chapter 26 of the City of Port Lavaca Code of Ordinances and adopts the provisions provided in attached Exhibit A to be codified in the City of Port Lavaca Code of Ordinances, Chapter 26 under the heading of Manufactured Housing and Recreational Vehicles.

SECTION 2. Severability.

Severability is provided for in the attached Exhibit A.

SECTION 3. Penalties

Penalties are provided for in the attached Exhibit A and all fees are to be listed in Appendix A of the City of Port Lavaca Code of Ordinances.

SECTION 4. Ordinances in Conflict

All other ordinances in conflict with the terms of Exhibit A are hereby repealed.

SECTION 5. Effective Date

The provisions of Exhibit A shall take effect immediately after the date of publication of the caption or title of same in the Port Lavaca Wave, including the penalty, as required by the City Charter.

First Reading this the 14th day of November, 2022.

Jack Whitlow, Mayor

Second Reading this the 12th day of December, 2022.

Jack Whitlow, Mayor

PASSED AND APPROVED this the 12th day of December, 2022.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM AND CONTENT:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second Reading	Approved/ Adopted
Councilman Smith	Aye		
Councilman Dent	Aye		
Councilman Tippit	Aye		
Councilwoman Padron	Aye		
Councilman Ward	Aye		
Councilman Barr	Aye		

Record of approval by City Council: City Council Minute Records, Volume 3H, Page _____.

EXHIBIT A

Chapter 26 MANUFACTURED HOUSING¹ AND RECREATIONAL VEHICLES

Sec. 26-1. Definitions.

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

Abandonment means to cease or discontinue a use or activity but excluding temporary or short-term interruptions to a use or activity during periods of remodeling, maintaining, or otherwise improving or rearranging a facility, or during normal periods of vacation or seasonal closure.

Accessory structure: Any structural improvement and/or accessory building to a recreational vehicle or site, including awnings, cabanas, carports, garages, porches, storage cabinets, storage sheds and similar appurtenant structures.

Agent means any person authorized by the licensee of a manufactured home park and/or recreational vehicle park to operate or maintain such park under the provisions of this chapter.

Biodegradable: Means capable of being decomposed by biological agents, especially bacteria.

Block means all housing on one side of a street from cross street to cross street or from cross street to dead-end.

Building official means the legally designated inspection authority of the city, or his authorized representative.

Certificate of occupancy means a certificate issued by the building official for the use of buildings, structures, and land improvements which certifies that the buildings, structures, and land improvements complies with the provisions of all applicable city codes, ordinances and regulations.

City official means the legally designated head of a city department or his authorized representative when acting in an official capacity.

Common access route means a private way that affords the principal means of access to individual manufactured housing lots or auxiliary buildings in a manufactured housing park.

Habitable. As defined by the Texas Manufactured Housing Standards Act, a mobile and/or manufactured home is habitable only if:

- (1) There is no defect or deterioration in or damage to the home that creates a dangerous situation;
- (2) The plumbing, heating, and electrical systems are in safe working order;

¹State law reference(s)—Texas Manufactured Housing Standards Act, V.T.C.A., Occupations Code Ch. 1201.

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- (3) The walls, floor, and roof are:
 - a. Free from a substantial opening that was not designed; and
 - b. Structurally sound; and
- (4) All exterior doors and windows are in place and operate properly.

Habitability inspection means an inspection by the building official or his designee to determine if a manufactured home or mobile home is habitable, or an inspection by a licensed professional engineer, a licensed architect, or other approved authority, in order to certify in writing that a manufactured home or mobile home is habitable as defined in this section.

HUD-Code manufactured home.

- (1) The term "HUD-Code manufactured home" means a structure constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or, when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems.
- (2) The term "HUD-Code manufactured home" does not include a recreational vehicle as the term is defined by 24 CFR 3282.8(g) (V.T.C.A., Occupations Code Ch. 1201).

Installation, when used in reference to manufactured housing, means the construction of the foundation systems and the placement and erection of a manufactured home or manufactured home components on the foundation system and includes supporting blocking, leveling, securing, anchoring, and the proper connection of multiple or expandable sections or components, and minor adjustments.

License means a written document issued by the city authorizing a person to operate and maintain a manufactured housing park under the provisions of this chapter and regulations.

Licensed installer means any person or business that holds a license issued by the state department of housing and community affairs authorizing them to perform installation functions on manufactured housing. The term "licensed installer" also applies to a homeowner who has made an application to the state department of housing and community affairs (TDHCA), complete with the application fee and liability insurance as required by the Texas Manufactured Housing Standards Act and has received a homeowner's temporary license to install the manufactured home he made application for to the TDHCA.

Licensee means a person licensed to operate and maintain a manufactured housing park and/or a recreational vehicle park under the provisions of this chapter.

Majority ownership: A firm or entity, person or developer who controls at least fifty-one (51) percent of ownership.

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Manufactured housing or *manufactured home* means a HUD-Code manufactured home or a mobile home and collectively means and refers to both (V.T.C.A., Occupations Code Ch. 1201).

Manufactured housing park means a unified development of manufactured housing spaces arranged on a tract of land under single person ownership, meeting all requirements of this chapter, containing five or more spaces.

Manufactured housing park permit means a written document issued by the building official authorizing the construction, alteration, or extension of a manufactured housing park, under the provisions of this chapter.

Manufactured housing subdivision means the division of a tract of land into any number of lots, tracts, sites, parcels, or areas of any size, including any improvements as defined in chapter 42, subdivisions and plats, that has been designated by the city council as a manufactured housing subdivision.

Mobile home means a structure that was constructed before June 15, 1976, transportable in one or more sections, which, in the traveling mode, is eight body feet or more in width or 40 body feet or more in length, or when erected on site, is 320 or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning, and electrical systems (V.T.C.A., Occupations Code Ch. 1201).

Opaque fence: A fence made of solid masonry, wood or vinyl materials designed to shield the park from public view.

Parking space means a minimum space of 10 feet in width by 20 feet in length, located within the boundary of a manufactured home space, or a common parking and storage area having unobstructed access to common access route.

Placement permit means a document issued by the building official authorizing the installation of a HUD-Code manufactured home on a platted property or in a manufactured housing park.

Placement permit application means a document completed by the applicant for a placement permit providing the required information about the owner, the HUD-Code manufactured home, the installer, the proposed location of placement and a plot plan.

Plot plan means a graphic representation, drawn to scale, in a horizontal plane, delineating the outlines of the land included in the plan and all proposed use locations, accurately dimensioned, the dimensions also indicating the relation of each use to that adjoining use and to the boundary of the property.

Property owner means the person listed on the tax roll as the owner or agent of property.

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Recreational vehicle: A vehicular, portable structure designed to be transported over the highways and containing living or sleeping accommodations. Such structure being designed and actually used as a temporary dwelling during travel for recreation and pleasure purposes and not exceeding eight (8) feet in width less side pull outs.

Recreational vehicle park or RV park: Any lot, tract or parcel of land upon which accommodation is provided for two (2) or more recreational vehicles used as living or sleeping quarters by the day, week or month whether a charge is or is not made. A recreational vehicle park is a unified development of recreational vehicle spaces provided for recreational vehicle use with community facilities and permitted permanent buildings. A recreational vehicle park must be built in compliance with this ordinance and the NFPA 1194 whichever is more stringent.

Recreational vehicle site or RV site: That part of a lot or area in a recreational vehicle park or RV park that has been reserved for the placement of one (1) recreational vehicle or RV.

Replacement means the act of moving a mobile home from its existing location and replacing it with a habitable HUD-Code manufactured home.

Sample well site: The connection at the property line where the customer's wastewater line and city wastewater line connect, shall be installed a vertical riser of four (4) inches in circumference, shall extend four (4) to six (6) inches above grade for the detection of non-biodegradable materials.

Service building means a structure which houses park service equipment, a laundromat, etc.

Space means a plot of ground within a manufactured housing park designated for the accommodation of one manufactured home, together with such open space as required by this chapter. The term "space" also includes the terms "lot," "stand," and "site."

Texas Manufactured Housing Standards Act or (V.T.C.A., Occupations Code § 1201.003) means:

- (1) The Administrative Rules of the Texas Department of Housing and Community Affairs (10 Tex. Admin. Code Ch. 80; or
- (2) V.T.C.A., Occupations Code Ch. 1201, known as the Texas Manufactured Housing Standards Act, including all amendments.

Utility means water, sewer, electrical, and gas service

(Ord. No. G-1-02, § 1.0, 6-10-2002; Ord. No. G-2-12, 6-11-2012)

State Law reference - Definitions, V.T.C.A., Occupations Code § 1201.003

Sec. 26-2. Mobile home requirements.

- (a) *Connection to water/sewer system prohibited.* From and after the effective date of the ordinance from which this chapter is derived, placement permits shall not be issued for the installation of a mobile home, as defined in section 26-1, within or outside of the city limits where it is to be connected to the city's water and sewer systems.

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- (b) *Habitability required.* All existing mobile homes installed within or outside the city limits and connected to the city's water and sewer system shall be habitable.
- (c) *Replacement option.* A mobile homeowner may replace an existing mobile home with a habitable HUD-Code manufactured home.
- (d) *Use.* No mobile home shall be used for any purpose other than residential occupancy without the planning commission's recommendation and the city council's approval.

(Ord. No. G-1-02, § 2.0, 6-10-2002; Ord. No. G-2-12, 6-11-2012)

Sec. 26-3. Existing manufactured housing.

- (a) *Texas Manufactured Housing Standards Act.* Owners of existing manufactured housing as well as the owners of the property on which the manufactured housing is located should be cognizant of the requirements of the Texas Manufactured Housing Standards Act.
- (b) *Existing conditions.* The existing conditions of any manufactured home existing as of the effective date of the ordinance from which this chapter is derived, located within or outside city limits and connected to the city water and sewer system, which are not in strict compliance with this chapter, may be permitted to continue, provided that the manufactured home is habitable. All lots served by utility connections intended for use by manufactured housing that have been abandoned for 180 consecutive calendar days shall not resume further use before conforming with the provisions of this ordinance.
- (c) *Replacement option.* Each manufactured home existing outside a manufactured home park or subdivision shall only be replaced one time with a newer model of equal or greater construction no older than ten years from the date of replacement. If the property with an existing manufactured home has a homestead exemption, the one-time replacement statement does not apply to that property. Any additional replacements shall be in conformance with the currently adopted codes set out in the City of Port Lavaca Code of Ordinances.
- (d) *Habitability required.* All existing manufactured housing shall be habitable as defined by the Texas Manufactured Housing Standards Act. If, at any time following 90 days after the effective date of the ordinance from which this chapter is derived, any manufactured home is found to be in a non-habitable condition, in the opinion of the building official, it shall be the dual duty and responsibility of the owner of such manufactured home and the owner of the property on which the said manufactured home is located, to make such repairs as necessary to bring the manufactured home into a habitable and safe condition, or have the manufactured home removed from the city limits, within 90 days of the notification by the building official.
 - (1) Upon completion of any needed repairs, habitability will be established by either a habitability inspection by the building official, or a habitability inspection by an authorized individual other than the building official, as defined in section 26-1.
 - (2) All electrical, plumbing, or mechanical work that requires a permit shall be performed by persons licensed to perform such work by the state or city (State Board of Plumbing Examiners; Texas Department of Licensing and Regulation and City of Port Lavaca's Code of Ordinances).

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- (3) All plumbing connections shall be in accordance with the city's adopted plumbing code and the rules and regulations of the state agency regulating water and sewer service.
- (4) The exterior electrical system shall be in accordance with the adopted National Electrical Code. All wiring from the meter to the service entrance of the mobile home shall be in conduit. Conduit between the meter pole or pedestal and the mobile home shall be underground. Unprotected conduit shall be buried to a depth of 18 inches. There shall be no exposed wiring outside the mobile home. The frame of the mobile home shall be bonded to the electrical grounding system.
- (5) Property owners may make an application for a 30-day extension of time to comply with subsection (1) of this section. Such application must be submitted to the building official and shall contain a detailed description and schedule of work to be done to bring the manufactured home into compliance. Such an extension may be granted when the building official determines such extension will not directly or indirectly result in an immediate health or safety hazard to the occupants or others.

(Ord. No. G-1-02, § 3.0, 6-10-2002)

Sec. 26-4. HUD-Code manufactured housing.

From the effective date of the ordinance from which this chapter is derived, the following regulations apply:

- (1) *Placement permit.*
 - a. *Required.* A placement permit shall be required to install a HUD-Code manufactured home within or outside the city limits when the manufactured home will be connected to the city's water and sewer system. An application for a placement permit must be accompanied by a plot plan approved by the building official. A HUD-Code manufactured home, not purchased directly from a licensed dealer, shall have a habitability inspection, as defined in section 26-1, prior to the issuance of a placement permit.
 - b. *Wind zone II standards.* A HUD-Code manufactured home constructed on or after September 1, 1997, must meet the wind zone II standards adopted by the United States Department of Housing and Urban Development in order to be installed in a wind zone II county (V.T.C.A., Occupations Code § 1201.251). The city is situated in the county, which is a wind zone II county.
- (2) *Installation, habitability, and use*
 - a. The installation of manufactured housing shall be performed by a licensed installer, as stipulated by and in accordance with the Texas Manufactured Housing Standards Act. Installation shall include full skirting, as approved by the building official.
 - b. HUD-Code manufactured housing installed within or outside the city limits and connected to the city's water and sewer system shall be habitable.
 - c. HUD-Code manufactured housing shall be installed only in a manufactured housing park, manufactured housing subdivisions or other property approved by the building official as described in the remainder of this subsection. A HUD-Code manufactured home will be permitted to be installed on any lot on which a manufactured home was situated in the past one hundred and eighty (180) days.

- d. The installation and connection of all utility wiring, piping and mechanical equipment shall require permits in accordance with any city ordinance governing such work. Licensed craftsmen shall perform all work as required by city ordinance or state law.
 - e. No manufactured housing shall be used for other than residential occupancy without the planning commission's recommendation and the city council's approval.
- (3) *Maintenance required.* It shall be the responsibility of the owner of a HUD-Code manufactured home to maintain said unit in a habitable condition and good state of repair. It shall be the duty of the property owner upon which said unit is situated to ensure the owner of such unit is in compliance with all of the terms and conditions of all applicable rules, ordinances and laws. In the event of noncompliance, dual notice shall be issued to the homeowner and the property owner.

(Ord. No. G-1-02, § 4.0, 6-10-2002; Ord. No. G-2-12, 6-11-2012)

Sec. 26-5. Manufactured housing subdivisions.

From and after the effective date of the ordinance from which this chapter is derived the following regulations apply: Manufactured housing subdivisions shall meet requirements as set out in chapter 42, subdivisions, and plats.

(Ord. No. G-1-02, § 5.0, 6-10-2002)

Sec. 26-6. Manufactured housing parks.

Licensed/permitted manufactured home parks as of the effective date of the ordinance from which this chapter is derived shall meet the following regulations:

- (1) *License, knowledge of state law and inspection required.* It shall be the duty and responsibility of each person operating an existing manufactured housing park to apply to the building official for a nontransferable license to operate such park within 90 days of the effective date of the ordinance from which this chapter is derived.
- (2) *Application for renewal.* All manufactured housing park licenses expire on December 30th of every year. Application for renewal of a license shall be made in writing by the licensee on forms furnished by the City on or before December 1st of each year. If application for renewal is not submitted within the specified timeline then a 10% late fee shall be accrued for each month following the deadline. License fees are as scheduled in Appendix A - Fees, Rates and Charges. Such application shall contain any changes in the information occurring after the original license was issued or the latest renewal granted. Before issuing such license, the building official shall cause inspections of the property to be made to determine that:
 - a. The property is clean and sanitary.
 - b. All utility installations and connections comply with applicable codes and ordinances.
 - c. The common access routes are properly maintained to allow for smooth and safe travel by park occupants and emergency response vehicles.

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- d. The storage, collection, and disposal of refuse in the manufactured housing park is conducted in such a way as to create no unsightly conditions, health hazards, rodent harborage, insect breeding areas, accident or fire hazards or air pollution; and
- e. The manufactured housing park is kept free of litter, rubbish, uninhabitable homes, junked vehicles, and other flammable materials.

In order to correct any deficiencies in the requirements listed in subsections (2) a. through e. of this section, the person operating the existing manufactured home park may apply to the building official for a temporary license. The application shall include a detailed schedule and method of corrections. If approved by the building official, such temporary permit shall not exceed 180 days. Failure to meet the schedule will void the temporary license.

(3) *Maintenance.*

- a. It shall be the park licensee's responsibility to maintain the conditions listed in subsection (2) a through e of this section.
- b. It shall be the park licensee's responsibility to maintain proper setback and separation distances between units and between units and property lines for any manufactured home installed in the park after the effective date of the ordinance from which this chapter is derived, unless otherwise approved by the building official.
- c. In addition to other penalties, the building official shall have the authority to void the license to operate a manufactured housing park if the requirements of this section are not maintained.

(4) *Inspections.*

- a. *Authorized.* The city building official, or designee shall make one (1) annual inspection per Manufactured Housing Park and additional inspections as are necessary, without prior notice, to determine compliance with this article.
- b. *Entry on premises.* The city building official and code enforcement officer shall have the power to enter, during normal operation hours, upon any private or public property with the purpose of inspection and investigating conditions relating to the enforcement of this article.

(5) *New or expanding manufactured housing parks construction.*

- a. Manufactured housing parks shall be constructed in areas recommended by the planning commission and approved by city council, in accordance with the currently adopted City of Port Lavaca Future Land Use Plan.
- b. A subdivision plat shall be presented to the building official for review for conformity to chapter 42, subdivisions, and plats. The plat will be presented to the planning commission for consideration and approval. Upon approval, the planning commission's recommendation will be placed on the city council agenda for final determination.
- c. The subdivision plat shall be accompanied by a plot plan and construction specifications. The documents shall include the location and specifications of all spaces, accessways, parking areas, service buildings, utility lines, fire hydrants and other construction within the subdivision.
- d. **Site Design Standards**
 - 1. Minimum space size shall be 50 feet by 120 feet.

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2. A minimum of two parking spaces shall be provided within the space. Parking spaces shall not have direct access to a public street or road.
3. Each manufactured home park shall provide a minimum of one (1) common guest parking space for every four (4) manufactured home sites.
4. Spaces shall be designed to maintain a minimum setback of:
 - (i) 20 feet between the manufactured housing units;
 - (ii) 25 feet between the front of the manufactured housing and the accessway; and
 - (iii) Ten feet between the rear of the manufactured housing to the rear line of the space.
5. *Additions.* Structures of a permanent nature added or attached to manufactured house such as enclosed porches, screened enclosures, storage closets and carports, shall conform to all applicable provisions of the Building Code. The total combined area of all such additions, except carports, shall not exceed the gross area of the mobile home or manufactured housing itself.
6. *Utilities.* Each lot shall be supplied with water, sewer, electrical, (natural gas if applicable,) telephone and other services with such services to be underground.
 - (i) City water customers shall occupy all spaces. Water mains and meters shall be placed in approved easements through the park property in accordance with city specifications and policies.
 - (ii) Sewer collection systems can be either private or public. Private sewer collection systems shall be considered plumbing and installed in accordance with the city's adopted plumbing code. Public sewer systems shall be considered a utility and shall be installed in approved easements according to city and state utility specifications.
7. *Safety.* No persons shall occupy a mobile home, manufactured home, or recreational vehicle, regardless of the age of the manufactured home, mobile home or recreational vehicle, unless there is installed therein smoke detectors approved by the city, or as required by law for that particular mobile home, manufactured home or recreational vehicle.
 - (i) All smoke detectors in a mobile home, manufactured home or recreational vehicle shall be maintained so that they are in good working order at all times.
8. *Buffer Areas.* A vegetative barrier or opaque fence must be placed on all sides and rear property lines. Along the front property line and any property line abutting a street, an approved landscaping plan and lighting plan will be required and installed.
9. *Building Height.* No dwelling shall exceed one story.
10. *Home Size.* Minimum size for manufactured housing shall be no less than four hundred eighty (480) square feet.
11. *Driveways.* A manufactured housing subdivision must have at least a two car driveway surfaced with a hard, dustless material as approved by the public works director and such surfacing shall be maintained in good condition at all times.

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12. All spaces shall be within 300 feet of an approved fire hydrant as measured along streets, roadways, and accessways.
13. Accessways shall connect directly to a public roadway. They shall have a minimum paved surface width of 24 feet and no turning radius less than 30 feet. Pavements shall be constructed to support the anticipated vehicular loads and prevent the accumulation of water on the pavement surface. The drainage system shall comply with the City of Port Lavaca Drainage Criteria Manual.
14. Any dead-end accessways in excess of 50 feet in length shall terminate in a cul-de-sac with a paved radius of 40 feet. Cul-de-sacs shall not exceed 500 feet in length. Any accessway in excess of 500 feet shall connect with a public roadway on both ends or connect to cross accessways to form blocks of spaces.
15. Manufactured housing units shall be 25 feet from any public roadway. There shall be no carports, covered porches, or structures within the setback areas.

(Ord. No. G-1-02, § 6.0, 6-10-2002; Ord. No. G-2-12, 6-11-2012; Ord. No. G-7-14, § 1(A-C), 8-11-2014; Ord. No. G-5-19, 5-13-2019)

Editor's note(s)—Section 1(A) of Ord. No. G-7-14, adopted Aug. 11, 2014, changed the title of § 26-6 from "Existing manufactured housing parks" to read as herein set out.

Sec. 26-7. Recreational vehicles.

- (a) Occupied recreational vehicles shall be installed in licensed recreational vehicles parks or manufactured housing parks. Recreational vehicles installed in manufactured housing parks shall be subject to the same installation requirements as manufactured housing. An exception to this requirement is a recreational vehicle which is used to house temporary guests. Such recreational vehicle may be occupied on individual residential lots for a period not to exceed 30 days in a calendar year, provided that the property owner obtains a permit for the RV connection and disconnection, at no cost, from the permits department in city hall in order to keep up with the timeline for the 30-day Rule. The water and wastewater connect and disconnect service will only be done by a city employee.
- (b) Recreational vehicles shall not be parked or stored in any street or public right-of-way. Recreational vehicles parked or stored on individual lots shall not be provided with permanent city water and wastewater utilities. Electric hook-up is permissible to act as a mold deterrent and in order to keep running a generator or a refrigerator.

(Ord. No. G-1-02, § 7.0, 6-10-2002; Ord. No. G-7-14, § 1(D), 8-11-2014; Ord. No. G-14-19, 11-12-2019)

Sec. 26-8. Recreational vehicle parks.

Sec. 26-9. Purpose.

The recreational vehicle parks (RV Parks) article is created to promote the safety and health of the residents of such communities and of other nearby communities. Additionally, the article is created to encourage economical and orderly development of such communities and of other nearby

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communities. It is, therefore, declared to be the policy of the city to eliminate and prevent health and safety hazards and to promote the economical and orderly development and utilization of land by providing for planned and supervised recreational vehicle communities by providing for the standards and regulations necessary to accomplish these purposes.

Sec. 26-10 Applicability.

This article shall apply to any recreational vehicle park(s) and to any recreational vehicle located on a lot, tract or parcel within the city limits and is regulated by the city's ordinances and building codes through a signed water and/or sewer utility contract.

Sec. 26-11 License - RV park.

Required. It shall be unlawful for any person to operate any RV park within the city limits unless he/she holds a valid license issued annually by the City of Port Lavaca in the name of the person for the specific RV park. The applicant shall make all applications for the license on forms furnished by the city which shall issue a license upon compliance with the provisions of this ordinance. It shall further be unlawful for any person to place, or have placed, an individual RV, for the purpose of inhabiting said RV, on any lot, parcel, or tract of land, within the city limits and is regulated by the city's ordinances and building codes through a signed water and/or sewer utility contract, that is connected to utilities.

- (1) *Hearing on denial.* Any person whose application for a license, under this article, has been denied may request, and shall be granted, a hearing on this matter before the City Council.
- (2) *Application for renewal.* All RV park licenses expire on September 30th of every year. Application for renewal of a license shall be made in writing by the licensee on forms furnished by the City on or before September 1st of each year. If application for renewal is not submitted within the specified timeline then a late fee of ten percent (10%) shall be accrued for each month following the deadline. Such application shall contain any changes in the information occurring after the original license was issued or the latest renewal granted.
- (3) *Fee.* All applications shall be accompanied by a fee as provided for in the fee schedule in Appendix A of this code.
- (4) *Approval of transfer.* Every person holding a license shall give notice in writing to the city within ten (10) days after having sold, transferred, given away or otherwise disposed of interest in, or control of, any RV park. Application for transfer of a license shall be made within ten (10) calendar days after notification of change covered in this subsection. Within thirty (30) calendar days thereafter, the city shall act on the application for license transfer, and it shall be approved if the RV park is in compliance with the provisions of this article.
- (5) *Suspension.*
 - a. Whenever, upon inspection of any RV park, the city finds that conditions or practices exist which are in violation of any provisions of this article or adopted building codes applicable to such park, the city shall provide notice in writing to the owner and/or manager of the park, and if such conditions or practices have not been corrected within 90 days or in the time frame set forth in the notice, the city

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will suspend the license and give notice of such suspension. Upon suspension of the license, the licensee shall cease operation of such park.

- b. The suspension of the license may be appealed to the City Council as set forth in section 26-13.
- c. It is required that every person holding a RV park license shall give notice in writing to the city within ten (10) days after voluntary cessation of operations of the RV park.

Sec. 26-12. Inspections.

- (1) *Authorized.* The city building official, or designee shall make one (1) annual inspection per RV park and additional inspections as are necessary, without prior notice, to determine compliance with this article.
- (2) *Entry on premises.* The city building official and code enforcement officer shall have the power to enter, during normal operation hours, upon any private or public property with the purpose of inspection and investigating conditions relating to the enforcement of this article.

Sec. 26-13. Notices, hearings, and orders.

- (1) *Notice of violation.* Whenever it is determined there are grounds to believe there has been a violation of any provision of this article, or any other city ordinance, the city shall give notice of such alleged violation to the licensee or agent, as hereinafter provided. Such notice shall:
 - a. Be in writing.
 - b. Include a statement of the reasons for its issuance.
 - c. Allow ten (10) business days for compliance. The building official is authorized to grant extensions for work that may require more than ten (10) business days. The extensions shall be in writing and justifiable cause demonstrated.
 - d. Be served upon the licensee or his agent; provided that such notice or order shall be deemed to have been properly served upon such licensee or agent when a copy of thereof has been served in person or sent by certified mail to his/her last known address.
 - e. Citations may be issued after all procedures outlined above have been exhausted. If the city mails a notice to the property owner in accordance with section XX and the United States Postal Service returns the notice as "refused" or "unclaimed", the validity of the notice is not affected, the notice is considered as delivered.
- (2) Appeals to the City Council ("board") can be made by any person aggrieved or by an officer, department or board of the aggrieved party affected by any decision of the building official. Such appeal shall be filed with the building official within fifteen (15) days after the decision has been rendered by the building official.
- (3) An appeal shall stay all proceedings in furtherance of the action appealed from unless the building official certifies to the board, after the notice of appeal has been filed with the building official, that, by reasons of facts stated in the certificate, a stay would, in his opinion, cause imminent peril to life or property. In such case, proceedings shall not be stayed otherwise than by a restraining order, which may be granted by the board or a

CITY OF PORT LAVACA
PART II – CODE OF ORDINANCES

- court of record on application or notice to the building official from whom the appeal is taken and on whom due cause shown.
- (4) No appeal to the board for the same or related variance on the same piece of property shall be allowed prior to the expiration of six (6) months from a previous ruling of the board on any appeal to such body unless other property in the immediate vicinity has, within the said six (6) months period, been changed or acted on by the board or city council so as to alter the facts and conditions on which the previous board action was based. Such change of circumstances shall permit the re-hearing of an appeal by the board prior to the expiration of six (6) months period, but such conditions shall in no way have any force in law to compel the board, after a hearing, to grant subsequent appeal. Such subsequent appeal shall be considered entirely on its merits and the peculiar and specific conditions related to the property on which the appeal is brought.
 - (5) At a public hearing relative to any appeal, any interested party may appear in person or by agent or by attorney. The burden of proof shall be on the applicant to establish the necessary facts to warrant favorable action of the board on any appeal. Any special exception or variance granted or authorized by the board, under the provision of this section, shall authorize the issuance of a building permit or a certificate of occupancy, as the case may be, for a period of ninety (90) days from the date of the favorable action of the board, unless said board shall have, in its action approved a longer period of time and has so shown such specific longer period in the minutes of the action. If the building permit and/or certificate of occupancy has been applied for within said ninety (90) day period, or such extended period as the board may have specifically granted, then the special exception or variance shall be deemed to have been waived and all rights hereunder terminated. Such termination and waiver shall be without prejudice to a subsequent appeal, and such subsequent appeal shall be subject to the same regulation and requirement for hearing as herein specified for the original appeal.

Sec. 26-14. Violations declared nuisance – Abatement - Penalty.

Any non-compliance with this article is hereby deemed a nuisance. The city may abate and remove the nuisance and hold the RV park owner responsible for causing or allowing the nuisance condition to exist. Any person(s) violating this article shall be subject to a fine not to exceed five hundred dollars (\$500.00) for each provision violated, and each day that there is a failure to comply with the terms of any provision of this article is declared to be a separate offense. For violations of the provisions of this article that govern fire safety, zoning or public health and sanitation, including dumping of refuse, the fine may not exceed two thousand dollars (\$2,000.00) per day, per violation. The building official shall be the authority of the jurisdiction responsible for the issuance of citations and any action deemed necessary for the enforcement of this article.

Sec. 26-15 Site development plan.

A comprehensive site development plan, including all proposed on-site utilities, right-of-way and drainage, RV site(s) layout, building improvements, landscaping, driveway locations and specifications, interior access road locations and materials, fencing, lighting and signage must be prepared and submitted to the city and must address and include all requirements contained herein and shall comply with the most current edition of NFPA 1194. Instances where this code, applicable standards, or the manufacturer's installation instructions conflict, the more stringent provisions shall prevail.

Sec. 26-16. Location and fencing.

- (1) RV parks shall be located in an area approved by City Council and in accordance with the adopted land use plan.
- (2) A vegetative barrier or opaque fence must be placed on all side and rear property lines. Along the front property line and any property line abutting a street, an approved landscaping plan and lighting plan will be required and installed.

Sec. 26-17. Size of individual sites; pad requirements.

- (1) Each recreational vehicle site within the RV park shall have a minimum area of one thousand seven hundred fifty (1,750) square feet and shall be at least twenty-five (25) feet in width.
- (2) Each RV park site shall have a permanent site marker or sign clearly identifying the site number. Each site marker or sign shall be easily visible from the adjacent RV park roadway during both daytime and nighttime.
- (3) Each RV park site shall include a RV parking pad consisting of concrete or asphalt of a minimum size of ten (10) feet wide and forty-two (42) feet in depth. Each recreational vehicle shall be parked on the provided parking pad of each RV site. The remaining ground area of the RV site must comply with the most current edition of NFPA 1194.
- (4) RV site parking pads shall be situated on the RV park sites such that all recreational vehicles shall be separated by a minimum of ten (10) feet.

Sec. 26-18. Street access.

- (1) Each recreational vehicle site within the RV park shall have access to an internal private roadway which shall have access to a public street. The entrance of the internal roadway shall have a pavement width of at least twenty-four (24) feet with an adequate curve radius or flare.
- (2) The major thoroughfare shall have a pavement width (concrete, asphalt, or crushed limestone) of twenty-four (24) feet and a minimum radius of thirty (30) feet in accordance with city standards. The roadway may be fifteen (15) feet if the RV park is designed for one-way roads.
- (3) Each emergency access lane shall comply with the currently adopted ICC Fire Code.
- (4) Dead-end streets are not allowed. The internal street off the major thoroughfare may be constructed with concrete or asphalt.
- (5) Final approval of the street and access plan will be issued by the building official or designee during the review of the proposed site development plan.
- (6) All RV parks must have a minimum of two (2) access points to the public street system. On street parking of RVs shall not be allowed. All RVs must be parked in their respective spaces. On street parking of motor vehicles is not allowed.

Sec. 26-19. Soil and ground cover.

Exposed ground surfaces in all parts of the RV parks shall be paved, covered with stone, rock, or other similar solid material, or protected with vegetative cover that is capable of preventing soil erosion and eliminating dust.

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Sec. 26-20. Area(s) designated for vehicle parking.

- (1) Each recreational vehicle site within the RV park shall have a minimum of one (1) 10'-0" × 20'-0" off-street parking space provided.
- (2) Each RV park shall provide a minimum of one (1) common guest parking space for every four (4) recreational vehicle sites.

Sec. 26-21. Drainage.

The ground surface in all parts of the RV park shall be graded and designed to drain all storm water and surface water in a safe, efficient manner. Drainage analysis shall be performed by a licensed professional engineer and easements for the conveyance of surface water off-site shall be obtained, if necessary. Drainage shall comply with the City of Port Lavaca's Drainage Manual.

Sec. 26-22. Accessory structures.

The individual RV sites within the RV park are not allowed to have accessory structures larger than one hundred twenty (120) sq. ft.

Sec. 26-23. Fire safety standards; fire hydrants.

Open fires shall be allowed only in a manner and within a container approved by the city fire chief. A fire hydrant(s) must be placed such that each recreational vehicle site is not more than three hundred (300) feet away.

Sec. 26-24. Existing non-conforming RV parks.

Unless as otherwise provided herein, this article shall not be applicable to any existing non-conforming RV parks in existence on the effective date of adoption of this article or until such time as the property is deemed substandard by the building official and will require improvements of fifty percent (50%) of the property value.

Further, if a RV park is under actual construction and same has been lawfully permitted and diligently begun prior to the effective date of the adoption of this ordinance, then this ordinance shall not apply until such time as the property is deemed substandard by the building official and will require improvements of fifty percent (50%) of the property value. Actual construction shall be defined as including the approval of the RV park site development plan by the city and commencement of construction of permanent utility services. Final determination of actual construction shall be determined by the building official or his designee.

Sec. 26-25. Severability.

That it is hereby declared that the sections, articles, subsections, paragraphs, sentences, clauses and phrases of the ordinance are severable and if any phrase, clause, sentence, paragraph, subsection, article or section of this article shall be declared void, ineffective or unconstitutional by a valid judgment or final decree of a court of competent jurisdiction, such voidness, ineffectiveness or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, articles or sections of this article since the same would have been enacted by the city council without the incorporation herein of any such void, ineffective or unconstitutional phrase, clause, sentence, paragraph, subsection, article or section.

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Sec. 26-26. Fees.

Fees under this chapter are as established in appendix A to this Code.

Sec. 26-27. Repeal.

All ordinances or parts of ordinances conflicting with or not consistent with the provisions of this article are hereby repealed; provided that such repeal shall be only to the extent of such inconsistency or conflict, and in all respects, this article shall be cumulative of all other ordinances of the City of Port Lavaca regulating and governing the subject matter covered in this ordinance. Any cause of action accruing prior to the passage of this article shall continue as if this ordinance was not passed or any other ordinance had not been repealed.

Sec. 26-28. Effective date.

That this article shall take effect immediately after the date of publication of the caption or title of same, including the penalty, as required by the City Charter.

Existing manufactured home parks and recreational vehicle parks have one year after the effective date of this ordinance to register their park.

COMMUNICATION

SUBJECT: Consider First Reading of an Ordinance (G-11-22) of the City of Port Lavaca amending the Code of Ordinances, Part II, Appendix A – Fees, Rates and Charges (Chapter 12 – Buildings and Building Regulations, Sec. 12-1 Construction Code Services: Fee Table 3 – Construction or Improvement of a Residential Dwelling) and providing an effective date.
Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

MEETING: DECEMBER 14, 2022

DATE: 12/07/2022

TO: HONORABLE MAYOR AND CITY COUNCIL

FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: Update Appendix A- FEES, RATES AND CHARGES to reflect previously adopted revisions.

The purpose of this revision is to comply with contract signed into place June of 2021.

Background

A contract was signed between the City of Port Lavaca and Bureau Veritas June of 2021 to include inspections and fees. At that time, the new fees were added to the ordinance however, the old fees were never removed from permit applications or the fee appendix. This revision is being requested to have the permit application and fee appendix reflect accurate fees.

Staff Recommendation: Approval of revised permit application and fees

Attachments:

- Fee appendix updates
- Proposed permit application

ORDINANCE #G-11-22

AN ORDINANCE AMENDING THE ORDINANCE CODIFIED AND DESCRIBED IN THE CITY OF PORT LAVACA CODE OF ORDINANCES AS PART II, APPENDIX A – FEES, RATES AND CHARGES; AND PROVIDING AN EFFECTIVE DATE

ARTICLE I. GENERAL

WHEREAS, the City Council on March 12, 2012 approved and adopted Ordinance Number G-1-12 which is codified and described in the City of Port Lavaca Code of Ordinances as Part II, Appendix A – Fees, Rates and Charges; and

WHEREAS, the City of Port Lavaca staff has evaluated current fees, rates and charges and find the need to make some amendments and changes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

ARTICLE II. FEES TO BE AMENDED

The fees, rates and charges to be amended are in the Chapter(s) listed below and described in full in the attached Exhibit “A” marked in red/blue and/or highlighted in yellow or with a strike-through for deletions:

Chapter 12: Buildings and Building Regulations
Sec. 12-1 Construction Code Services, Fee Table 3:
Construction or Improvement of a Residential Dwelling

Chapter 26: Manufactured Housing and Recreational Vehicle Parks
Sec. 26-9 Fees associated with Manufactured Housing
Sec. 26-26 Fees associated with Recreational Vehicle Parks

ARTICLE III.- EFFECTIVE DATE

This ordinance shall become effective upon adoption by City Council.

FIRST READING this 12th day of December, 2022.

Jack Whitlow, Mayor

SECOND AND FINAL READING this 9th day of January, 2023.

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 9th day of January, 2023.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

First Reading	Second and Final	Passed and Approved
------------------	---------------------	------------------------

- Councilman Smith
- Councilman Dent
- Councilman Tippit
- Councilwoman Padron
- Councilman Ward
- Councilman Barr

Record of approval by City Council: City Council Minute Records, Volume 3H, Page _____.

Plan Review Only	
Plan review fee only Per dwelling unit, a new plan for previously reviewed plan or Master Plan	\$200.00 per plan or per address
Plan review fee when a permit has been issued for the dwelling and the construction plans are altered such that an additional plan review is required (excludes new plan)	\$150.00 per plan or per address
Alterations/Additions/Improvements for Residential Construction	
<i>Trade Permits</i>	<i>Fee</i>
Building, Mechanical, Electrical, Plumbing, Fuel Gas and similar	\$100.00 per trade
Other project types not listed above	\$160.00 per trade
Miscellaneous residential projects such as, but not limited to, Accessory Structures, Fences, Pools, etc.	See Fee Table 2
*All fees billed upon issuance of the permit by the jurisdiction	

Section Number	Subject	Fee Amount
Plan review fees for all fire protective systems will be charged at the rate of 1/2 the permit fee with the exception of NEPA 13 and 13R sprinkler systems. Fees for sprinkler systems will be based on the number of heads per the following table:		
1	100	\$300.00
101	200	\$375.00
201	300	\$500.00
301	400	\$650.00
401	500	\$750.00
Over	500	\$750 plus 50 per head
For hydraulically designed systems, multiply the fee by 2		
<i>Building moving fees.</i>		
12-21(3)	Moving less than 500 square feet	\$50.00
12-21(3)	Moving more than 500 square feet	\$100.00
12-21(7)	Building permit bond	\$50.00
<i>Licensing and registration fees.</i>		
12-22(a)	<i>General Contractors</i>	
	Initial fee	\$100.00
	Renewal fee	\$50.00
All general contractors license will expire on December 31 each year. Contractor's licenses that are expired for more than 30 days will be charged the initial fee of \$100.00		
12-22(b)	<i>Electrical Contractors and Electricians</i>	
	Registration fee H.B. No. 3329 Texas 85th Legislation, effective September 1, 2017	\$0.00
12-22(c)	<i>Plumbing Contractors and Plumbers</i>	
	Registration fee	\$0.00
Plumbers shall register the same month their state licenses expire		
12-22(d)	<i>Irrigators</i>	
	Registration fee	\$50.00
12-22(e)	<i>Mechanical Contractors</i>	

	Registration fee	
	(Reference H.B. 871 Effective September 1, 2021) To prohibit a municipality from charging a registration fee to a person who holds a statewide air conditioning and refrigeration contractor license for the following: <ul style="list-style-type: none"> • work performed in the municipality; or • notice informing the municipality of the person's license. 	
	<i>Fire Safety Company</i>	
	Registration fee	\$50.00
Building permit fees		\$0.20 per square foot for all structures
Additional construction fees		
	Demolition fees	All demolition is \$100.00
	Dump truck rental	\$100.00

Electrical fees:	Permit Fee
General	
Appliances (220 volt)	\$2.50
Equipment (up to 5 kilowatts per kilowatt)	\$20.00
Equipment (6 kilowatts and over per kilowatt)	\$0.50
Light fixtures, receptacles and/or switches	\$0.50
Meter loop (200 amp)	\$15.00
Motor (up to 5 HP)	\$5.00
Motor (6 HP to 50 HP)	\$8.00
Motor (51 HP to 100 HP)	\$10.00
Motor (per HP greater than 100 HP)	\$0.25
Reconnect (all services)	\$20.00
Signs	\$15.00
Subpanels	\$15.00
Temporary pole	\$15.00
Transformers	\$15.00
X-ray machines	\$10.00
Total value of electrical project	Permit fee
Electrical fees:	
Electrical commercial construction	\$0.50 per square foot

Section VIII. Item #11.

Type of Residential Construction	Permit Fee
<i>Electrical fees:</i>	
<i>Residential construction</i>	
New single-family residential (up to 1,500 sq. ft. of living space)	\$70.00
New single-family residential (1,500 sq. ft. to 2,000 sq. ft. of living space)	\$90.00
New single-family residential (2,001 sq. ft. to 2,500 sq. ft. of living space)	\$100.00
New single-family residential (2,501 sq. ft. and greater sq. ft. of living space)	\$150.00
New single-family residential (one 200 amp meter loop per unit maximum)	
Residential remodel, repair or inspection	\$45.00
Meter loop or temporary pole	\$25.00

Type of Plumbing Service	Permit Fee
<i>Plumbing fees:</i>	
<i>New single-family residential</i>	
Two bathrooms	\$65.00
Over two bathrooms	\$65.00, plus the per fixture rate from the list below
<i>Commercial and over two-bath residential</i>	
Plumbing fixture, floor drain, trap or gas fixture	\$4.00
House sewer (new, repair or replace)	\$7.00
Gas supply line (new, repair or replace)	\$7.00
Water heater or vent	\$7.00
Installation, alteration or repair of water piping and/or water treatment equipment	\$7.00
Replace or alteration of drainage or vent piping	\$7.00
<i>Vacuum breakers/ backflow prevention devices:</i>	
One to five devices	\$7.00
Over five devices, each	\$1.50
Reroute	\$75.00
<i>Mechanical fees:</i>	\$0.50 per square foot
<i>Heating, ventilating, ductwork, air conditioning and refrigeration systems</i>	

~~CONSTRUCTION PERMITS~~

~~Automatic Fire Protection Systems NFPA 13 or 13R:~~

~~Automatic Sprinkler System New Installation~~

~~\$300.00 (min. fee)~~

~~First 10,000 SF~~

~~\$0.052 SF~~

~~Area over 10,000 SF~~

~~\$0.017 SF~~

~~Note: Each riser will be calculated as a separate system. No system can exceed 52,000 SF~~

~~Automatic Sprinkler System Modification:~~

~~1 - 20 heads~~

~~\$75.00~~

~~21 - 100 heads~~

~~\$150.00~~

~~101 - 500 heads~~

~~\$300.00~~

~~System modifications over 500 heads shall be considered new systems.~~

~~Modifications not requiring changing or adding sprinkler heads~~

~~\$300.00~~

~~Fire Safety: Standpipes:~~

~~Permit Fee - Each~~

~~\$150.00~~

Fire Alarm System—New Installation:	
SF of area covered by alarm system:	
Minimum fee	\$150.00
Each device*	\$12.50
Each FACU, annunciator	\$25.00
Fire Alarm System—Modification:	
1—10 devices*	\$150.00
Each additional device* over 10	\$12.50
*Note: Devices shall include, but not limited to, all initiating and signaling devices such as pull stations, smoke and heat detectors, dampers, and audible and visual alarms.	
Fire pumps:	
Each	\$350.00
Fire Protection System Monitoring:	
Fire Protection System Monitoring Panel	\$100.00
Tents, Canopies, and Other Membrane Structures:	

Section VIII. Item #11.

First	\$100.00
Each additional on the same site	\$50.00
Re-inspection Fee:	
2nd and subsequent inspections	\$75.00

CHAPTER 26- MANUFACTURED HOUSING AND RECREATIONAL VEHICLE PARKS

Section Number	Subject	Fee Amount
26-9	<i>Fees associated with manufactured housing:</i>	
	Housing park license	\$100.00
	RV parks	\$100.00
	Placement permit	\$50.00
	Plumbing, electrical, etc.	Set by ordinance
	Habitability inspection	\$100.00 plus travel expenses and mileage
26-26	<i>Fees associated with recreational vehicle parks:</i>	
	<i>For parks from one (1) space to fifty (50) spaces:</i>	
	License Fee \$250.00	\$250.00
	Annual Renewal \$100.00	\$100.00
	License Transfer \$50.00	\$50.00
	<i>For parks in excess of fifty (50) spaces:</i>	
	License Fee \$500.00	\$500
	Annual Renewal \$200.00	\$200
	License Transfer \$100.00	\$100

COMMUNICATION

SUBJECT: Receive Budget Report from Undine for the Treatment of Raw Water within City of Port Lavaca jurisdiction for the 2023 Fiscal Year. Presenter is Jody Weaver

INFORMATION:

Undine Newco
Projected Cost Allocation

	Total YR 1 FORECAST	Port Lavaca YR 1 FORECAST
GPD Committed	6,000,000	4,000,000
% of Total		66.67%
Projected Expenses		
Purchased Power	\$ 112,080	\$ 74,724
Chemicals	241,800	161,208
Contract Management Fees	910,965	607,340
Repairs & Maintenance	180,240	120,166
Testing	32,340	21,561
Insurance	92,073	61,385
Permitting and Other Regulatory	360	240
Telephone/Mission Units Monitoring	1,550	1,033
Property & Franchise Taxes	60,828	40,554
Other Operating Expenses	9,550	6,367
Administrative and General	363,608	242,417
Depreciation and amortization	92,073	61,385
Interest Expense - Debt	360	240
Income Taxes	99,815	50,050
Total Utility Operating Expenses	<u>\$ 2,197,641</u>	<u>\$ 1,448,671</u>
Margin		11.5%
Revenue Requirement		\$ 1,636,916
Net Income		<u>\$ 188,245</u>
Margin		11.5%

COMMUNICATION

SUBJECT: Consider First Reading of an Ordinance (G-12-22) of the City of Port Lavaca amending the Code of Ordinances, Part II, Appendix A – Fees, Rates and Charges (Chapter 50 – Utilities, Sec. 50-67 Water User Rates) and providing an effective date. Presenter is Susan Lang

INFORMATION:

CITY OF PORT LAVACA

COUNCIL MEETING: DECEMBER 12, 2022

DATE: 12.08.2022

TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

FROM: JODY WEAVER, INTERIM CITY MANAGER

SUBJECT: Increase to Water and Sewer Base Rates

BACKGROUND:

- 1) In Year 1 of Undine’s contract, the City is projected to pay \$397,925.86 more for water treatment than under the previous GBRA contract. (Recall this would have been a great deal more if we had stayed with GBRA and funded the debt service for the construction of a new water plant.)

There are currently 4,545 water accounts. To distribute this additional revenue needed equally among all accounts, just as is done for the GBRA Storage costs, this would result in a monthly increase to all base rates of \$7.30.

$$\$7.30 \times 12 \times 4545 = \$398,926$$

- 2) As we have discussed, we are going to have to use some of the Series 2022 CO Bond funds to pay for the costs of the Ground Storage Tank/HSPS project and the WWTP improvement project above what the ARPA grant funds will pay. The attached spreadsheet shows the additional revenue per 4,545 rate payers needed to cover these Public Utility Fund costs over the life of the bonds (20 years): 54 cents per month for water and 37 cents per month for sewer.
- 3) As we discuss under another agenda item, the Public Utility Fund must borrow funds from the General Fund to pay for the 30% engineering design on the WWTP expansion. To reimburse these costs to the General Fund over the next year, requires an additional \$9.07/month per rate payer.

RECOMMENDATIONS:

Approve the first reading of an ordinance to increase the monthly Water Use Base Rate by \$7.84 and the Sewer Use Base by \$9.44. This is a total increase to the utility base rates of \$17.28 or 57 cents a day.

ATTACHMENTS:

Water User Rate and Sewer User Rates Ordinance

City of Port Lavaca Justification for Water and Sewer Rate Increase

Bond Proceeds to Supplement ARPA/CLFRF Grant for GST and WWTP Improvements

Split between Water/WW	Project	Bond	5%		20 years	12 mos	Customers
	Cost	Funding	Interest	Total			
Water	2,292,315.83	559,264.46	27,963.22	587,227.68	29,361.38	2,446.78	4,545
WWTP	1,592,805.95	388,602.54	19,430.13	408,032.67	20,401.63	1,700.14	0.54
	<u>3,885,121.78</u>	<u>947,867.00</u>	<u>47,393.35</u>	<u>995,260.35</u>			0.37

Loan from General Fund to Public Utility Fund

WWTP Expansion	Total	1 Year	12 mos.	Customers
494,588.00	494,588.00	494,588.00	41,215.67	9.07

Increase in Water Rates from Undine Budget

TOTAL INCREASE TO MONTHLY BASE

Increase to Water	Increase to WW
0.54	0.37
7.30	9.07
7.84	9.44

WATER RATE COMPARISONS

Note: All of the below listed comparison cities except Edna, base their water base rates upon meter size. We are not yet proposing that change until all of the new meters are in and we conduct a new rate study.

proposed		adopted 10.2022											
Port Lavaca		Bay City		Edna	Victoria		Rockport		Palacios		Ingleside		
Note Port Lavaca is only defined by Res, Sm or Lrg Commercial, not meter size		Base Rate	Factor		Base Rate	Factor	Base Rate	Factor	Base Rate	Factor	Base Rate	Factor	
	\$ 24.84	Wtr Res. Base		\$ 26.46									
*assume residential	\$ 24.84	Base 3/4"	\$ 27.31	1.0		\$ 18.21	1.0	\$ 21.11	1.0	\$ 18.00	1.0	\$ 24.37	1.0
*assume Small comm.	\$ 27.34	Base 1"	\$ 34.22	1.3		\$ 45.55	2.5	\$ 25.49	1.2	\$ 22.00	1.2	\$ 41.19	1.7
*assume Small comm.	\$ 27.34	Base 1.5"	\$ 68.33	2.5		\$ 91.07	5.0	\$ 47.22	2.2	\$ 42.00	2.3		
*assume Large comm.	\$ 44.84	Base 2"	\$ 109.35	4.0		\$ 145.72	8.0	\$ 73.32	3.5	\$ 67.00	3.7	\$ 153.25	6.3
*assume Large comm.	\$ 44.84	Base 3"	\$ 205.11	7.5		\$ 291.44	16.0	\$ 142.92	6.8	\$ 122.00	6.8	\$ 344.86	14.2
*assume Large comm.	\$ 44.84	Base 4"	\$ 342.22	12.5		\$ 455.37	25.0	\$ 221.23	10.5	\$ 202.00	11.2	\$ 612.99	25.2
*assume Large comm.	\$ 44.84	Base 6"	\$ 683.32	25.0		\$ 910.73	50.0	\$ 221.23	10.5	\$ 402.00	22.3	\$ 1,379.45	56.604
Usage Rates gal													
	\$ -	0-1500						\$ -					
		0-2000	\$ -		\$ -					\$ -		\$ 4.26	
		0-2500											
		>2500											
	\$ 4.78	1501-10000						\$ 5.66					
		2001-5000	\$ 2.04		\$ 3.08	\$ 2.25			\$ 4.00		\$ 4.59		
		5000-10000	\$ 3.57			\$ 2.25			\$ 5.00		\$ 4.59		
	\$ 5.26	5001-25000			\$ 3.08	\$ 2.50							
		10001-15000						\$ 6.63	\$ 6.00				
		10001-50000									\$ 5.22		
		15001-20000							\$ 7.00				
		>10000	\$ 4.50										
		>15000						\$ 7.53					
		>20000							\$ 7.75				
	\$ 5.97	>25000			\$ 3.08	\$ 3.15							
	\$ 25.44	Sewer Base Res			\$ 25.68								
		Base 3/4"	\$ 26.22	1.0		\$ 22.68	1.0	\$ 22.36	\$ 18.00	1.0	\$ 22.83	1.0	
	\$ 25.44	Base 1" >	\$ 39.22	1.5		\$ 56.71	2.5	\$ 25.50	\$ 22.00	1.2	\$ 40.62	1.8	
	\$ 27.19	Base 1.5"	\$ 74.29	2.8		\$ 113.44	5.0		\$ 42.00	2.3			
	\$ 27.19	Base 2"	\$ 116.15	4.4		\$ 181.48	8.0		\$ 67.00	3.7	\$ 162.27	7.1	
	\$ 27.19	Base 3"	\$ 228.85	8.7		\$ 362.97	16.0		\$ 122.00	6.8	\$ 365.15	16.0	
	\$ 27.19	Base 4"	\$ 425.50	16.2		\$ 567.13	25.0		\$ 202.00	11.2	\$ 649.06	28.4	
	\$ 27.19	Base 6"	\$ 880.90	33.6		\$ 1,134.25	50.0		\$ 402.00	22.3	\$ 1,460.59	63.977	
Usage Rates gal													
	\$ -	0-1500			\$ -			\$ -					
		0-2000			\$ -					\$ -			
		0-2500											
	\$ 5.40	1501-5000						\$ 4.15					
		>2000			2.68								
		2001-5000	\$ 6.16										
		>2500											
		5001-10000	\$ 6.45										
		>5000						\$ 4.87					
		2001-12000							\$ 5.92 *				
		2001-10000				\$ 2.50							
		>10000	\$ 6.45										
		10001-25000				\$ 2.55							
		>25000				\$ 2.75							
		>0									\$ 2.54		

Yes - 1.5x	Does the City charge more for out of city customers?	No	No	Yes - 1.5x	Yes 1.38x	Yes - 1.5x	Yes - 1.5x
Yes	Sewer averagi	No	Yes Dec-Feb	Yes Dec-Feb	No	No	No

Section VIII. Item #13.

	Port Lavaca		Bay City	Edna	Victoria	Rockport	Palacios	Ingleside
3/4" 5000 gal water/3000 swr	\$ 39.18		\$ 33.43	\$ 35.70	\$ 24.96	\$ 43.75	\$ 30.00	\$ 46.66
GBRA Storage	\$ 9.42							
Sewer	\$ 30.84		\$ 32.38	\$ 33.72	\$ 25.18	\$ 38.96	\$ 35.76	\$ 35.53
TOTAL Water & Sewer	\$ 79.44		\$ 65.81	\$ 69.42	\$ 50.14	\$ 82.71	\$ 65.76	\$ 82.19
6" 235000 gal	\$ 1,418.08		\$ 1,719.79	\$ 744.10	\$ 1,640.23	\$ 1,961.92	\$ 2,170.25	\$ 2,599.19
GBRA Storage	9.42							
Sewer	\$ 1,285.39		\$ 1,501.98	\$ 650.12	\$ 1,770.00	\$ 1,162.20	\$ 1,787.28	\$ 2,057.49
TOTAL Water & Sewer	\$ 2,712.89		\$ 3,221.77	\$ 1,394.22	\$ 3,410.23	\$ 3,124.12	\$ 3,957.53	\$ 4,656.68

* over 1,000 gal for Comm

ORDINANCE #G-12-22

AN ORDINANCE AMENDING THE ORDINANCE CODIFIED AND DESCRIBED IN THE CITY OF PORT LAVACA CODE OF ORDINANCES AS PART II, APPENDIX A – FEES, RATES AND CHARGES; AND PROVIDING AN EFFECTIVE DATE

ARTICLE I. GENERAL

WHEREAS, the City Council on March 12, 2012 approved and adopted Ordinance Number G-1-12 which is codified and described in the City of Port Lavaca Code of Ordinances as Part II, Appendix A – Fees, Rates and Charges; and

WHEREAS, the City of Port Lavaca staff has evaluated current fees, rates and charges and find the need to make some amendments and changes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT LAVACA, TEXAS:

ARTICLE II. FEES TO BE AMENDED

The fees, rates and charges to be amended are in the Chapters listed below and described in full in the attached Exhibit “A” marked in red or blue and highlighted in yellow:

Chapter 50:	Utilities		
Sec. 50-67	Water User Rates	Residential and Commercial	
Sec. 50-122	Sewer Table Rates	Residential	
Sec. 50-123	Sewer Table Rates	Commercial and Industrial	

ARTICLE III.- EFFECTIVE DATE

This ordinance shall become effective upon adoption by City Council.

FIRST READING this 12th day of December, 2022

Jack Whitlow, Mayor

SECOND AND FINAL READING this 9th day of January, 2023

Jack Whitlow, Mayor

APPROVED AND ADOPTED this 9th day of January, 2023.

Jack Whitlow, Mayor

ATTEST:

Mandy Grant, City Secretary

APPROVED AS TO FORM:

Anne Marie Odefey, City Attorney

RECORD OF VOTE

	First Reading	Second and Final	Passed and Approved
Councilman Smith			
Councilman Dent			
Councilman Tippit			
Councilwoman Padron			
Councilman Ward			
Councilman Barr			

Record of approval by City Council: City Council Minute Records, Volume 3H, Page ____.

CITY OF PORT LAVACA - CODE OF ORDINANCES
Appendix A - FEES, RATES AND CHARGES

Section VIII. Item #13.

EXHIBIT A

CHAPTER 50 – UTILITIES		
Water table		
50-67	<i>Water user rates:</i>	
50-67	<i>Residential:</i>	
	Base charge 0—2,000 gallons	\$17.00 per month \$24.84 per month
	Guadalupe-Blanco River Authority (GBRA) fee	\$9.42 per month
	2,001—5,000 gallons	\$4.78 per 1,000 gallons
	5,001—25,000 gallons	\$5.26 per 1,000 gallons
	Over 25,000 gallons	\$5.97 per 1,000 gallons
50-67	<i>Small Commercial:</i>	
	Base charge 0—2,000 gallons 5/8—1½-inch meter	\$19.50 per month \$27.34 per month
	Guadalupe-Blanco River Authority (GBRA) fee	\$9.42 per month
	2,001—5,000 gallons	\$4.95 per 1,000 gallons
	5,001—25,000 gallons	\$5.26 per 1,000 gallons
	Over 25,000 gallons	\$5.97 per 1,000 gallons
50-67	<i>Large commercial:</i>	
	Base charge 2—6-inch water meter	\$37.00 per month \$44.84 per month
	Guadalupe-Blanco River Authority (GBRA) fee	\$9.42 per month
	0—5,000 gallons	\$4.95 per 1,000 gallons
	5,001—25,000 gallons	\$5.26 per 1,000 gallons
	Over 25,000 gallons	\$5.97 per 1,000 gallons
Sewer table		
50-122	<i>Residential wastewater user rates:</i>	
	Base charge 0—2,000 gallons	\$16.00 per month \$25.44 per month
	Over 2,000 gallons	\$5.40 per 1,000 gallons
50-122	<i>Residential wastewater user rate for customer outside city limits:</i>	1½ times rate for customers inside city limits
50-123	<i>Commercial and industrial wastewater user rates:</i>	
	Base charge 0—2,000 gallons	\$17.75 per month \$27.19 per month
	Over 2,000 gallons	\$5.40 per 1,000 gallons
	<i>Commercial wastewater user rate for customers outside city limits:</i>	1½ times user rate for customers inside city limits

COMMUNICATION

SUBJECT: Consider request of Martin Perez of 1317 Burkedale Dr. for a variance request to City Code of Ordinance Chapter 12 Building and Building Regulation, Article II Building Trade Codes, Section 12-24 Building Setbacks. Presenter is Derrick Smith

INFORMATION:

CITY OF PORT LAVACA

MEETING: December 12, 2022
DATE: 12.06.2022
TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS
FROM: DERRICK SMITH, DEVELOPMENT SERVICES DIRECTOR

SUBJECT: Consider and discuss approval for a Variance request to the rear lot setback for a home addition to be built with a rear lot setback of 18-foot 6-inches. The site address for this variance request is 1317 Burkedale Dr.

This Variance request is for a home addition to be built with a rear lot setback of 18- foot 6-inches. This dwelling is located in the Burkshire subdivision which has a rear lot setback of 25 feet. This request is 6-feet 4-inches less than the minimum code requirement therefore, the following code requirements are not feasible to be met, and the home expansion project requires a variance approval to such code.

Sec. 12-24. - Building setbacks

- (a) Definitions. For the purpose of this article, the term "building setback lines" means to the distance that buildings or structures must be from the property line.
(d) Minimum setback requirements.

(10) Subdivision building lines.

Table with 7 columns: Subdivision, Front Building Setback Line, Front Maximum Setback Line (behind building line), Interior Lot Boundary Line, Rear Lot Boundary Line, Corner Lot Line, Accessory Building (behind front setback line). Row 1: Burkeshire, 25 feet min. 40 feet max., -, 6 feet, 25 feet, 7 1/2 feet, 3 feet from interior lot line.

The applicant has not submitted building plans and is waiting approval of this variance to proceed..

Attachments:

- Home Expansion site plan
• Plat
• Calhoun County Appraisal District Summary

Property Identification #: 19354

Geo ID: S0095-00020-0009-00
Situs Address: 1317 BURKEDALE DR PORT LAVACA, TX 77979
Property Type: Real
State Code: A1

Property Information: 2023

Legal Description: BURKESHIRE (PORT LAVACA), BLOCK 2, LOT 9
Abstract: S0095
Neighborhood: BURKESHIRE
Appraised Value: N/A
Jurisdictions: G05, NV6, S01, C04, FML, CAD, GWD

Owner Identification #: 53299

Name: PEREZ MARTIN G
Exemptions: HS
DBA: Null



Calhoun CAD Map Search

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Calhoun County Appraisal District expressly disclaims any and all liability in connection herewith.

105

30'-2"

32'-0"

17'-0"

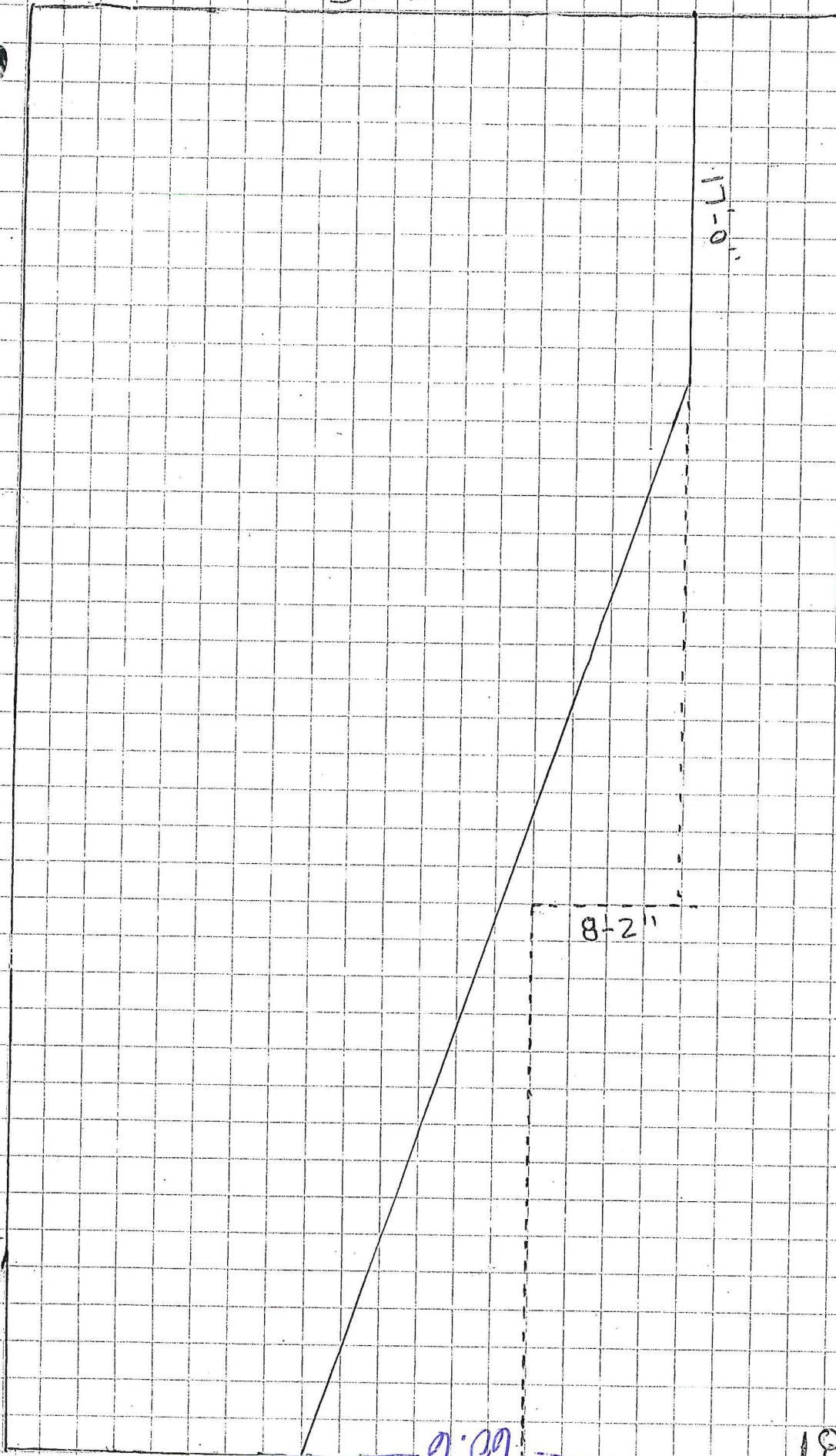
70'-1"

8'-2"

101.71

9'-09"

19'-6"



COMMUNICATION

SUBJECT: Receive notification in accordance with Item 2 of the Fourth Amendment to the Municipal Contract between BFI Waste Services of Texas, LP d/b/a Republic Services of Corpus Christi and the City of Port Lavaca, submission of annual letter reflecting a 4.00% increase in the Base Rate for commercial services only to become effective February 1, 2023. Presenter is Jody Weaver

INFORMATION:

December 8, 2022

Jody Weaver
City Manager
City of Port Lavaca
202 N. Virginia St
Port Lavaca, TX. 77979

Dear Ms. Weaver,

In accordance with Item 2 of the Fourth Amendment to the Municipal Contract between BFI Waste Services of Texas, LP d/b/a Republic Services of Corpus Christi and the City of Port Lavaca, we hereby submit our annual letter reflecting a **4.00% increase in the Base Rate for commercial services only to become effective February 1, 2023.**

The Base Residential Contract Rate as of May 1, 2022, was \$19.53 and will remain flat until February 1, 2024. The commercial rate sheet is attached for review. Should you have any questions concerning the price increase or our service, please do not hesitate to call me.

Sincerely,

Mike Reeves

Mike Reeves
Manager, Municipal Services
361-549-3097
MReeves@republicservices.com



Sustainability in Action

**Exhibit “A”
Base Rates-February 1, 2023
City of Port Lavaca**

Residential Collection: (95 Gallon Carts) **\$19.53** monthly per unit
(2Xwk garbage/1X month brush & bulky)

Additional Carts: **\$15.49** monthly per unit

Commercial 95 Gallon Carts: 2 X wk: **\$37.58** monthly per unit

FEL Dumpsters:

SIZE	X 1	X 2	X 3	X 4	X 5	XPU
2	\$117.60	\$181.51	\$237.90	\$255.65	\$363.93	\$63.20
3	\$142.12	\$222.86	\$306.64	\$391.22	\$4161.59	\$63.20
4	\$169.26	\$271.76	\$391.22	\$477.76	\$581.26	\$63.20
6	\$218.97	\$363.96	\$471.92	\$649.91	\$792.96	\$63.20
8	\$296.25	\$480.95	\$688.40	\$836.66	\$1,019.39	\$63.20

FEL compacted trash: 4 times the unit charge above based upon size and frequency of service.

Miscellaneous Fees-

Overload Fee-	\$53.56 per occurrence
Extra Lift-	\$83.20 per request by customer
Relocation Fee-	\$53.56 per request by customer
Exchange Fee-	\$101.76 per request by customer
Delivery Fee-	\$53.56 per request by customer

Roll-Offs

Rent: \$109.45/month
Initial Delivery: \$127.09
Dry Run: \$248.67

	Haul Fee	Disposal/\$ per ton (includes Franchise Fee)
20 cyd	\$454.55	\$56.89
30cyd	\$454.55	\$56.89
40cyd	\$454.55	\$56.89
Compactors	\$454.55	\$56.89

COMMUNICATION

SUBJECT: Announcement by Mayor that City Council will retire into closed session:

INFORMATION:

- For consultation with City Attorney on matters in which the duty of the Attorney to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the Open Meetings Act (Title 5, Chapter 551, Section 551.071(2) of the Texas Government Code). Presenter is Mayor Whitlow

COMMUNICATION

SUBJECT: Return to Open Session and take any action deemed necessary with regard to matters in closed session. Presenter is Mayor Whitlow

INFORMATION:

