

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, DECEMBER 19, 2018 - 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

PLEASE NOTE: Public comments and matters from the floor are generally limited to 3 minutes in length. If you would like to request to speak, please do so in advance of the meeting by filling out a Request To Address Commission form. All in attendance are required to remove hats and/or sunglasses (dark glasses) during meetings and to also silence all cell phones and electronic devices.

(1) ROLL CALL

(2) INVOCATION

(3) PLEDGE OF ALLEGIANCE

(4) PROCLAMATIONS AND PRESENTATIONS

(a) Service Awards

Monte Huss	Fire	12/08/2008	10 years
Greg Garrett	Fire	12/08/2008	10 years
Christopher Ham	Police	12/01/2008	10 years
Deborah Gurka	Purchasing	12/03/2003	15 years
Melvin Thompson	Municipal Court	12/28/1998	20 years

(5) REPORTS

(a) Parks Division (Recreation and Tourism)

(b) Utilities Customer Service (Finance)

(6) CONSENT AGENDA

(a) Approve City Commission Minutes for December 5, 2018 meeting. (City Secretary)

(b) Consider and take action on Resolution No. 18-135, approving Bid No. 2018-358 Northeast Texas City Force Main. (Public Works)

- (c) Consider and take action on Resolution No. 18-136, authorizing the Mayor to enter into an agreement with Joiner Architect for the design and development of a joint training field for Fire, Police and Emergency Medical Services continuing education and advanced level public safety training. (Fire Department)
- (d) Consider and take action on Resolution No. 18-137, issuing support of an application submitted by Freeport McMoRan Energy, LLC to the Texas Commission of Environmental Quality for a portion of property located at 4500 Old Industrial Port Road in Galveston, Texas. (Management Services)
- (e) Consider and take action on Resolution No. 138, authorizing the Mayor to enter into an agreement to procure electricity power rates for the City of Texas City beginning in 2019 for 5-9 years over the current agreement. (Management Services)

- (7) PUBLIC COMMENTS

- (8) MAYOR'S COMMENTS

- (9) COMMISSIONERS' COMMENTS

- (10) ADJOURNMENT

NOTICE OF ANY SUBJECT APPEARING ON THIS AGENDA REGARDLESS OF HOW THE MATTER IS STATED MAY BE ACTED UPON BY THE CITY COMMISSION.

NOTICE: The City of Texas City will furnish free transportation to handicapped individuals via a 4-door sedan for anyone wishing to attend the City Commission meetings. Call 948-3111, City Secretary's Office before noon on Monday preceding the meeting to make arrangements.

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THIS NOTICE OF MEETING WAS POSTED ON THE BULLETIN BOARDS AT CITY HALL, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS, AT A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AND ON THE CITY'S WEBSITE ON DECEMBER 14, 2018, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

JAMES M. HARTSHORN
CITY SECRETARY

CITY COMMISSION REGULAR MTG

(4) (a)

Meeting Date: 12/19/2018

December 2018 Service Awards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Administration

Department: Administration

Information

ACTION REQUEST (Brief Summary)

Service Awards

Monte Huss	Fire	12/08/2008	10 years
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Christopher Ham	Police	12/01/2008	10 years
Deborah Gurka	Purchasing	12/03/2003	15 years
Melvin Thompson	Municipal Court	12/28/1998	20 years

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(6) (a)

Meeting Date: 12/19/2018

Submitted By: Rhomari Jackson-Glover, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Approve City Commission Minutes for December 5, 2018 meeting. (City Secretary)

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Minutes

REGULAR CALLED CITY COMMISSION MEETING

MINUTES

WEDNESDAY, DECEMBER 5, 2018 – 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM – CITY HALL

A Regular Called Meeting of the City Commission was held on Wednesday, DECEMBER 5, 2018, at 5:00 P.M. in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas. A quorum having been met, the meeting was called to order at 5:03 p.m. by Mayor Matthew T. Doyle.

1. ROLL CALL

Present: Matthew T. Doyle, Mayor
Phil Roberts, Mayor Pro Tem, Commissioner At-Large
Bruce Clawson, Commissioner At-Large
Earl Alexander, Commissioner District 1
Abel Garza, Jr., Commissioner District 2
Dorthea Jones, Commissioner District 3
Jami Clark, Commissioner District 4

2. INVOCATION

Before leading the invocation, Pastor Stephanie Hughes of St. John's Methodist Church, asked for a moment of silence on behalf of George H. W. Bush.

3. PLEDGE OF ALLEGIANCE

Led by Commissioner At-Large Bruce Clawson.

4. REPORTS

a. Emergency Management Annual Report (Homeland Security)

Thomas Munoz, Emergency Management Director, gave a PowerPoint presentation on the grants that the Emergency Management Department received and utilized during the 2018 calendar year.

b. Community Development Quarterly Report (Code Enforcement)

Dennis Harris, Fire Marshall, Marilyn Logan, Inspector, and Clayton Pope, Police Lieutenant, gave PowerPoint presentations on the current resolve rates for abatements, demolitions and court case processes.

Commissioner Alexander asked what a voluntary release meant.

Marilyn Logan explained that the owners willingly released their rights to the property and no lien was placed against it.

5. CONSENT AGENDA

Motioned by Commissioner At-Large Bruce Clawson, Seconded by Commissioner Jami Clark to approve Consent Agenda items a through f.

- a. Approve City Commission Minutes for November 7, 2018 meeting. (City Secretary)

Vote: 7 - 0 CARRIED

- b. Consider and take action on Resolution 18-129, amending resolution 17-093 which approved the purchase of cameras from CDW Government, LLC. (Emergency Management)

Vote: 7 - 0 CARRIED

- c. Consider and take action on Resolution No. 18-130, authorizing the submission of multiple Hazard Mitigation Assistance Grant applications for DR-4332. (Emergency Management)

Vote: 7 - 0 CARRIED

- d. Consider and take action on Resolution No. 18-131, awarding Bid No. 2019-063 Recycled Crushed Concrete Annual Contract. (Public Works)

Vote: 7 - 0 CARRIED

- e. Consider and take action on Resolution No. 18-132, authorizing a Professional Engineering - Agreement for Services with ARKK Engineers, LLC for improvements to Sanitary Sewer Lift Station #29. (City Engineer)

Vote: 7 - 0 CARRIED

- f. Consider and take action on Resolution No. 18-133, approving of the purchase and delivery of a vacuum excavator through Buy Board - Local Government Purchasing Cooperative. (Public Works)

Vote: 7 - 0 CARRIED

- g. Consider and take action on Resolution No. 18-134, approving the purchase of three (3) vehicles for various City departments. (Public Works)

Item pulled by Commissioner At-Large Bruce Clawson.

Commissioner At-Large Bruce Clawson stated that he wanted to give clarity that the lowest bidder is who gets awarded City bids in accordance with the law.

Motion by Commissioner At-Large Bruce Clawson, Seconded by Commissioner District 4 Jami Clark

Vote: 7 - 0 CARRIED

6. REGULAR ITEMS

- a. Consider and take action on Ordinance No. 18-30, amending the City of Texas City's 2018/2019 fiscal year budget to close the 2017-2018 fiscal year purchase orders. (Finance)

Laura Boyd, Finance Director, stated that purchase orders that are outstanding at the end of the fiscal year need to be canceled and rolled into the current fiscal year budget.

Motion by Commissioner District 3 Dorthea Jones, Seconded by Commissioner District 2 Abel Garza, Jr.

Vote: 7 - 0 CARRIED

- b. Consider and take action on Ordinance No. 18-31, amending the City of Texas City's Fiscal Year 2018-19 Budget to appropriate funds for the Dollar Bay and Moses Lake habitat project. (Finance)

Laura Boyd, Finance Director stated that Ducks Unlimited and Galveston Bay Foundation are working on a project to benefit the wetlands habitat of the Dollar Bay and Moses Lake area.

Mayor Doyle introduced Matt Dunn from Ducks Unlimited.

Matt Dunn stated that the total project is estimated to cost \$2.6 million and thanked the City Commission for their commitment and support.

Motion by Commissioner At-Large Bruce Clawson, Seconded by Commissioner District 2 Abel Garza, Jr.

Vote: 7 - 0 CARRIED

- c. Consider and take action on Ordinance No. 18-32, amending the City's fiscal year 2018-2019 budget to appropriate funds for engineering fees pertaining to Lift Station #29 improvements. (Finance)

Laura Boyd, Finance Director, stated that this budget amendment is to account for the engineering fees of the Lift Station #29 improvements project.

Motion by Mayor Pro Tem, Commissioner At-Large Phil Roberts, Seconded by Commissioner At-Large Bruce Clawson

Vote: 7 - 0 CARRIED

- d. Consider and take action on Ordinance No. 18-33, amending the City's fiscal year 2018-2019 budget to appropriate funds for the African American Cultural Park. (Finance)

Motion by Commissioner District 4 Jami Clark, Seconded by Commissioner District 3 Dorthea Jones

Vote: 7 - 0 CARRIED

7. STAFF COMMENTS

Luke Alvey, Library Director, stated that the Library will be having a book sale on December 8, 2018.

Laura Boyd, Finance Director, gave kudos to the I.T. Department and James Hartshorn for the Council Room upgrades.

Joseph Stanton, Police Chief, stated that the Police Departments will be hosting Christmas with the Blue on December 8, 2018, and the TCPD Christmas Party will be on December 10, 2018. Chief Stanton also stated that TCPD has kicked off the holiday season with their annual Treats on Tickets initiative.

James Hartshorn, City Secretary, stated that that pursuant of Texas Government Code 551.043 the outside bulletin post will be removed in January of 2019.

Mike Stump, Solid Waste Manager, stated the new City dumpsters have been distributed to all Commercial buildings in Texas City.

Dennis Harris, Fire Marshal Captain, stated that the Fire Department has collaborated with Shriners Hospital for Children to do a toy drive. The deadline to donate is December 11, 2018.

8. MAYOR'S COMMENTS

Mayor Doyle shared memories he had of late President George H. W. Bush and thanked him for his service.

9. COMMISSIONERS' COMMENTS

Commissioner Abel Garza, Jr. gave kudos to Biosphere employees Mary and Frank for the kindness and professionalism they showed toward he and his family.

Commissioner At-Large Phil Roberts stated that Kevin Yackley's Senior Event was a great success and wished everyone a Happy Hanukkah on behalf of Barbra White.

10. ADJOURNMENT

Having no further business, Commissioner Abel Garza, Jr. made a MOTION to ADJOURN at 5:40 p.m.; the motion was SECONDED by Commissioner Dorthea Jones. All present voted AYE. MOTION CARRIED.

MATTHEW T. DOYLE, MAYOR

ATTEST:

James M. Hartshorn, City Secretary
Date Approved:

CITY COMMISSION REGULAR MTG

(6) (b)

Meeting Date: 12/19/2018

Bid # 2018-358 Northeast Texas City Force Main

Submitted For: Mike McKinley, Public Works **Submitted By:** Mike McKinley, Public Works

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve and award Bid # 2018-358 Northeast Texas City Force Main.

BACKGROUND

Bid # 2018-358 Northeast Texas City Force Main was advertised on the Galveston County Daily News on October 23, 2018 and October 30, 2018. Bid packets were made available through Civcast USA.com, Bids were received and opened on November 15, 2018.

A Letter of Recommendation and bid tabulation are attached for your review.

ANALYSIS

The Public Works Department along with the City Engineer and ARKK Engineers, recommend the award of Bid # 2018-358 Northeast Texas City Force Main to Angel Brothers Enterprises, LTD, the lowest responsible bidder, for the total amount bid of \$3,335,573.50.

We further recommend that the Mayor be authorized to execute a contract on behalf of the City Commission and be authorized to approve change orders not to exceed 25% of the total contract price without taking the matter before the City Commission.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

Exhibit A

Exhibit B

RESOLUTION NO. 18-135

A RESOLUTION AWARDING BID NO. 2018-358 NORTHEAST TEXAS FORCE MAIN AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT AND APPROVE CHANGE ORDERS NOT TO EXCEED TWENTY-FIVE PERCENT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on October 23, 2018, and October 30, 2018, Bid No. 2018-358 Northeast Texas City Main was advertised in the Galveston County Daily newspaper and made available through CivcastUSA.com; and

WHEREAS, bids were opened and received on November 15, 2018; and

WHEREAS, the Public Works Department, City Engineer and ARKK Engineers, recommend that Bid No. 2018-358 Northeast Texas City Force Main be awarded to Angel Brothers Enterprises, LTD, the lowest bidder, for the amount of \$3,335,573.50.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby awards Angel Brothers Enterprise, LTD for Bid No. 2018-358 Northeast Texas City Force Main in the amount of \$3,335,573.50.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Angel Brothers, LTD for the respective unit prices bid in **Exhibit "A"** attached hereto and made a part hereof for all intents and purposes.

SECTION 3: That the Mayor is hereby authorized to execute change orders not 25% of the total contract price.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 19th day of December 2018.

Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

James M. Hartshorn
City Secretary

Russell F. Plackemeier
City Attorney



December 6, 2018

Mr. Doug Kneupper, P.E.
City Engineer
City of Texas City
928 5th Avenue North
Texas City, Texas 77590

Re: **Letter of Recommendation for Northeast Texas City Force Main Project**
BID #2018-358 - City of Texas City
ARKK Job No. 17-021

Dear Mr. Kneupper:

On November 15, 2018, thirteen (13) bids were received for the above referenced project. This project generally includes the installation of approximately 24,450 linear feet of new 16-inch sanitary sewer force main from a point near State Highway 3 and 25th Avenue, then traveling north along Humble Camp Road and Paula Lane to a stopping point located on FM 517 north of Dickinson Bayou. This project includes an Add Alternate bid for pavement rehabilitation involving restoration of Humble Camp Road following construction. Following is a summary of our bid evaluation:

1. Bid Tabulation Sheet – Thirteen (13) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities.
2. As discussed with the City of Texas City, the sum of the Base Bid plus Add Alternate #1 was utilized as the basis for award of the contract. The bids for the project (Base Bid + Add Alternate #1) are as follows:

<u>BIDDER</u>	<u>TOTAL BID</u>
Angel Brothers Enterprises, LTD.	\$ 3,335,573.50
Persons Service Company, LLC.	\$ 3,536,255.00
Statewide Services	\$ 3,718,760.50
Sendero Industries, LLC.	\$ 3,804,015.70
Fused Industries, LLC.	\$ 3,978,523.70
Triple B Services, LLP.	\$ 4,190,660.00
T Construction, LLC.	\$ 4,262,690.00
Diffco, LLC.	\$ 4,554,854.50

SER Construction Partners, LLC.	\$ 4,616,307.00
Alcott, Inc. dba TCH	\$ 4,818,410.52
E.P. Brady, LTD	\$ 5,099,135.00
Resicom, Inc.	\$ 5,435,849.00
Boyer, Inc.	\$ 5,862,777.00

Qualifications and References – Angel Brothers Enterprises, LTD. (Angel Brothers) submitted a List of Qualifications, Subcontractors and Major Suppliers for this project. ARKK has reviewed the list of completed projects and a list of projects that are presently in various stages of completion. ARKK Engineers staff has worked with Angel Brothers in the past and they have performed satisfactorily and met expectations.

Angel Brothers appears to be a responsible firm that is capable of performing the specified work in a satisfactory manner. For these reasons, we recommend that the City of Texas City award the **Northeast Texas City Force Main Project to Angel Brothers Enterprises, LTD for the total amount of \$3,335,573.50.**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



Madhu Kilambi, P.E.
Senior Project Manager

cc: Mr. Tom Kessler, P.E. – City of Texas City
Mr. Corbin Ballast – City of Texas City

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER																	
				ANGEL BROTHERS ENTERPRISES, LTD.		PERSONS SERVICE COMPANY, LLC.		STATEWIDE SERVICES		SENDERO INDUSTRIES, LLC		FUSED INDUSTRIES, LLC		TRIPLE B SERVICES, LLP		T CONSTRUCTION, LLC.		DIFFCO, LLC.		SER CONSTRUCTION PARTNERS, LLC.	
BASE BID ITEMS																					
1	Mobilization (Not to exceed 3% of total bid)	LS	1	\$ 95,000.00	\$ 95,000.00	\$ 112,000.00	\$ 112,000.00	\$ 88,000.00	\$ 88,000.00	\$ 56,561.00	\$ 56,561.00	\$ 113,633.00	\$ 113,633.00	\$ 100,000.00	\$ 100,000.00	\$ 102,700.00	\$ 102,700.00	\$ 110,000.00	\$ 110,000.00	\$ 122,000.00	\$ 122,000.00
2	Miscellaneous Allowance (\$25,000.00) for use by City for General Construction Items as directed by the Engineer, Complete in place, the Sum of:	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
3	Preparation of Right-of-Way, including clearing and grubbing, to facilitate force main construction, Complete in Place, the Sum of:	LS	1	\$ 170,000.00	\$ 170,000.00	\$ 70,000.00	\$ 70,000.00	\$ 41,000.00	\$ 41,000.00	\$ 21,200.00	\$ 21,200.00	\$ 47,826.00	\$ 47,826.00	\$ 91,500.00	\$ 91,500.00	\$ 30,000.00	\$ 30,000.00	\$ 10,000.00	\$ 10,000.00	\$ 100,000.00	\$ 100,000.00
4	Traffic Control and Regulation, including flagmen, signs, barrels, barricades, relocating and replacing signs, Complete in Place, the Sum of:	LS	1	\$ 33,000.00	\$ 33,000.00	\$ 50,000.00	\$ 50,000.00	\$ 35,000.00	\$ 35,000.00	\$ 13,095.00	\$ 13,095.00	\$ 48,000.00	\$ 48,000.00	\$ 9,000.00	\$ 9,000.00	\$ 42,500.00	\$ 42,500.00	\$ 35,000.00	\$ 35,000.00	\$ 60,000.00	\$ 60,000.00
5	16" Force Main by Open cut construction, all depths, Complete in Place, the Sum of:	LF	18,600	\$ 54.50	\$ 1,013,700.00	\$ 60.00	\$ 1,116,000.00	\$ 50.00	\$ 930,000.00	\$ 54.00	\$ 1,004,400.00	\$ 60.00	\$ 1,116,000.00	\$ 61.00	\$ 1,134,600.00	\$ 66.00	\$ 1,227,600.00	\$ 105.00	\$ 1,953,000.00	\$ 70.00	\$ 1,302,000.00
6	16" Force Main by Mandatory Trenchless construction (Auger, Bore & Jack, and HDD methods), all depths, Complete in Place, the Sum of:	LF	1,300	\$ 115.00	\$ 149,500.00	\$ 185.00	\$ 240,500.00	\$ 232.00	\$ 301,600.00	\$ 185.00	\$ 240,500.00	\$ 150.00	\$ 195,000.00	\$ 216.00	\$ 280,800.00	\$ 148.00	\$ 192,400.00	\$ 125.00	\$ 162,500.00	\$ 200.00	\$ 260,000.00
7	16" Force Main by Mandatory HDD construction for the Dickinson Bayou Crossing (project station 25+82 to station 49+09, all depths, Complete in Place, the Sum of:	LF	2,400	\$ 244.00	\$ 585,600.00	\$ 245.00	\$ 588,000.00	\$ 240.00	\$ 576,000.00	\$ 276.00	\$ 662,400.00	\$ 330.00	\$ 792,000.00	\$ 352.00	\$ 844,800.00	\$ 246.00	\$ 590,400.00	\$ 225.00	\$ 540,000.00	\$ 323.00	\$ 775,200.00
8	16" Force Main by Mandatory HDD construction, all depths, Complete in Place, the Sum of:	LF	2,100	\$ 207.00	\$ 434,700.00	\$ 200.00	\$ 420,000.00	\$ 212.00	\$ 445,200.00	\$ 276.00	\$ 579,600.00	\$ 212.00	\$ 445,200.00	\$ 264.00	\$ 554,400.00	\$ 194.00	\$ 407,400.00	\$ 175.00	\$ 367,500.00	\$ 300.00	\$ 630,000.00
9	24" Steel Casing, including 16" force main carrier pipe, by trenchless construction, all depths, Complete in Place, the Sum of:	LF	150	\$ 223.00	\$ 33,450.00	\$ 325.00	\$ 48,750.00	\$ 275.00	\$ 41,250.00	\$ 283.00	\$ 42,450.00	\$ 390.00	\$ 58,500.00	\$ 374.00	\$ 56,100.00	\$ 318.00	\$ 47,700.00	\$ 115.00	\$ 17,250.00	\$ 400.00	\$ 60,000.00
10	4" PVC Force Main by Open cut construction, all depths, Complete in Place, the Sum of:	LF	130	\$ 44.00	\$ 5,720.00	\$ 29.00	\$ 3,770.00	\$ 23.00	\$ 2,990.00	\$ 19.00	\$ 2,470.00	\$ 23.00	\$ 2,990.00	\$ 39.00	\$ 5,070.00	\$ 17.00	\$ 2,210.00	\$ 50.00	\$ 6,500.00	\$ 50.00	\$ 6,500.00
11	1.5" PVC Force Main by Open cut construction, all depths, Complete in Place, the Sum of:	LF	33	\$ 38.00	\$ 1,254.00	\$ 20.00	\$ 660.00	\$ 15.00	\$ 495.00	\$ 14.00	\$ 462.00	\$ 21.00	\$ 693.00	\$ 30.00	\$ 990.00	\$ 65.00	\$ 2,145.00	\$ 35.00	\$ 1,155.00	\$ 50.00	\$ 1,850.00
12	2" Air Release Valve with Manhole, Complete in Place, the Sum of:	EA	9	\$ 7,200.00	\$ 64,800.00	\$ 9,400.00	\$ 84,600.00	\$ 7,850.00	\$ 70,650.00	\$ 7,700.00	\$ 69,300.00	\$ 6,400.00	\$ 57,600.00	\$ 8,100.00	\$ 72,900.00	\$ 8,500.00	\$ 76,500.00	\$ 6,500.00	\$ 58,500.00	\$ 8,000.00	\$ 72,000.00
13	Extra Depth for precast air release manhole installation over 8' deep, complete in place, the sum of:	V.F.	4	\$ 105.00	\$ 420.00	\$ 1,000.00	\$ 4,000.00	\$ 200.00	\$ 800.00	\$ 134.00	\$ 536.00	\$ 126.00	\$ 504.00	\$ 140.00	\$ 560.00	\$ 363.00	\$ 1,452.00	\$ 450.00	\$ 1,800.00	\$ 325.00	\$ 1,300.00
14	Low Profile 2" Air Release Valve with Manhole, Complete in Place, the Sum of:	EA	1	\$ 7,900.00	\$ 7,900.00	\$ 9,400.00	\$ 9,400.00	\$ 7,000.00	\$ 7,000.00	\$ 7,700.00	\$ 7,700.00	\$ 6,000.00	\$ 6,000.00	\$ 6,500.00	\$ 6,500.00	\$ 8,440.00	\$ 8,440.00	\$ 6,500.00	\$ 6,500.00	\$ 7,000.00	\$ 7,000.00
15	Install sanitary sewer Force Main Discharge manhole over existing 48" Sanitary Sewer, per detail, 1st 8' of Depth, includes corrosion resistant wall liner, complete in place the sum of:	EA	1	\$ 23,500.00	\$ 23,500.00	\$ 21,500.00	\$ 21,500.00	\$ 18,000.00	\$ 18,000.00	\$ 40,975.00	\$ 40,975.00	\$ 25,400.00	\$ 25,400.00	\$ 40,500.00	\$ 40,500.00	\$ 20,545.00	\$ 20,545.00	\$ 12,000.00	\$ 12,000.00	\$ 25,000.00	\$ 25,000.00
16	Extra Depth for sanitary sewer Force Main Discharge manhole installation over 8' deep, includes corrosion resistant wall liner, complete in place, the sum of:	V.F.	10	\$ 105.00	\$ 1,050.00	\$ 1,000.00	\$ 10,000.00	\$ 250.00	\$ 2,500.00	\$ 365.00	\$ 3,650.00	\$ 130.00	\$ 1,300.00	\$ 140.00	\$ 1,400.00	\$ 846.00	\$ 8,460.00	\$ 500.00	\$ 5,000.00	\$ 800.00	\$ 8,000.00
17	16" resilient seated gate valve with box, complete in place, the sum of:	EA	15	\$ 6,900.00	\$ 103,500.00	\$ 3,700.00	\$ 55,500.00	\$ 8,500.00	\$ 127,500.00	\$ 7,675.00	\$ 115,125.00	\$ 8,400.00	\$ 126,000.00	\$ 7,900.00	\$ 118,500.00	\$ 9,250.00	\$ 138,750.00	\$ 2,100.00	\$ 31,500.00	\$ 8,000.00	\$ 120,000.00
18	4" resilient seated gate valve with box, complete in place, the sum of:	EA	1	\$ 800.00	\$ 800.00	\$ 900.00	\$ 900.00	\$ 950.00	\$ 950.00	\$ 660.00	\$ 660.00	\$ 920.00	\$ 920.00	\$ 1,000.00	\$ 1,000.00	\$ 1,550.00	\$ 1,550.00	\$ 1,000.00	\$ 1,000.00	\$ 720.00	\$ 720.00
19	16" plug & clamp w/ 4" tap, complete in place, the Sum of:	EA	1	\$ 1,400.00	\$ 1,400.00	\$ 1,500.00	\$ 1,500.00	\$ 2,400.00	\$ 2,400.00	\$ 1,720.00	\$ 1,720.00	\$ 1,600.00	\$ 1,600.00	\$ 1,750.00	\$ 1,750.00	\$ 3,087.00	\$ 3,087.00	\$ 2,500.00	\$ 2,500.00	\$ 2,000.00	\$ 2,000.00
20	Connect Proposed 4" Force Main to Existing 4" Force Main, Complete in Place, the sum of:	LS	1	\$ 475.00	\$ 475.00	\$ 500.00	\$ 500.00	\$ 660.00	\$ 660.00	\$ 360.00	\$ 360.00	\$ 500.00	\$ 500.00	\$ 250.00	\$ 250.00	\$ 3,977.00	\$ 3,977.00	\$ 3,500.00	\$ 3,500.00	\$ 1,500.00	\$ 1,500.00
21	Connect Proposed 1.5" Force Main to Existing 1.5" Force Main, Complete in Place, the sum of:	LS	1	\$ 270.00	\$ 270.00	\$ 350.00	\$ 350.00	\$ 300.00	\$ 300.00	\$ 120.00	\$ 120.00	\$ 230.00	\$ 230.00	\$ 86.00	\$ 86.00	\$ 3,758.00	\$ 3,758.00	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00
22	Saw Cut, Remove and Replace existing asphalt pavement for trench repair (Humble Camp Road Crossings) within stated trench limits per detail. Min. 2" asphalt or single course surface treatment over 8" crushed stone Gravel Road Repair, includes installation, compaction & grading of 3" Thick Crushed Stone or Crushed Concrete Base Course, Complete in Place, the Sum of:	SY	310	\$ 51.00	\$ 15,810.00	\$ 80.00	\$ 24,800.00	\$ 88.00	\$ 27,280.00	\$ 51.00	\$ 15,810.00	\$ 64.00	\$ 19,840.00	\$ 60.00	\$ 18,600.00	\$ 125.00	\$ 38,750.00	\$ 210.00	\$ 65,100.00	\$ 70.00	\$ 21,700.00
23	Gravel Road Repair, includes installation, compaction & grading of 3" Thick Crushed Stone or Crushed Concrete Base Course, Complete in Place, the Sum of:	TON	1,800	\$ 40.50	\$ 72,900.00	\$ 7.00	\$ 12,600.00	\$ 60.00	\$ 108,000.00	\$ 38.00	\$ 68,400.00	\$ 41.80	\$ 75,240.00	\$ 58.00	\$ 104,400.00	\$ 57.00	\$ 102,600.00	\$ 55.00	\$ 99,000.00	\$ 65.00	\$ 117,000.00
24	Trench Safety System for force mains, greater than 5-feet deep, Complete in Place, the Sum of:	LF	18,770	\$ 0.50	\$ 9,385.00	\$ 1.50	\$ 28,155.00	\$ 0.10	\$ 1,877.00	\$ 0.01	\$ 187.70	\$ 0.01	\$ 187.70	\$ 0.10	\$ 1,877.00	\$ 2.00	\$ 37,540.00	\$ 3.00	\$ 56,310.00	\$ 0.20	\$ 3,754.00
25	Stormwater Pollution Prevention Plan, Complete in Place, the Sum of:	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 40,000.00	\$ 40,000.00	\$ 10,000.00	\$ 10,000.00	\$ 18,500.00	\$ 18,500.00	\$ 10,000.00	\$ 10,000.00	\$ 75,000.00	\$ 75,000.00
26	Hydromulch Seeding, Complete in Place, the Sum of:	Acre	18	\$ 1,500.00	\$ 27,000.00	\$ 2,000.00	\$ 36,000.00	\$ 1,765.00	\$ 31,770.00	\$ 1,570.00	\$ 28,260.00	\$ 1,500.00	\$ 27,000.00	\$ 2,500.00	\$ 45,000.00	\$ 1,522.00	\$ 27,396.00	\$ 2,100.00	\$ 37,800.00	\$ 1,300.00	\$ 23,400.00
27	Temporary Matting, per Detail and Plan on Sheet 7A, Complete in Place, the Sum of:	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 35,000.00	\$ 35,000.00	\$ 41,000.00	\$ 41,000.00	\$ 189,144.00	\$ 189,144.00	\$ 80,000.00	\$ 80,000.00	\$ 50,000.00	\$ 50,000.00	\$ 70,000.00	\$ 70,000.00	\$ 75,000.00	\$ 75,000.00	\$ 150,000.00	\$ 150,000.00
TOTAL BASE BID ITEMS:					\$ 2,916,134.00		\$ 3,004,485.00		\$ 2,930,222.00		\$ 3,192,085.70		\$ 3,307,163.70		\$ 3,575,583.00		\$ 3,231,360.00		\$ 3,695,915.00		\$ 3,972,224.00
SUPPLEMENTAL ITEMS																					
28	Extra concrete, Complete in Place, the Sum of:	C.Y.	50	\$ 80.00	\$ 4,000.00	\$ 80.00	\$ 4,000.00	\$ 80.00	\$ 4,000.00	\$ 120.00	\$ 6,000.00	\$ 160.00	\$ 8,000.00	\$ 80.00	\$ 4,000.00	\$ 195.00	\$ 9,750.00	\$ 80.00	\$ 4,000.00	\$ 360.00	\$ 18,000.00
29	Remove & Replace 6" reinforced concrete driveway, includes culvert headwall, Complete in Place, the Sum of:	SY	50	\$ 127.00	\$ 6,350.00	\$ 90.00	\$ 4,500.00	\$ 106.00	\$ 5,300.00	\$ 180.00	\$ 9,000.00	\$ 120.00	\$ 6,000.00	\$ 170.00	\$ 8,500.00	\$ 97.00	\$ 4,850.00	\$ 225.00	\$ 11,250.00	\$ 373.00	\$ 18,650.00
30	Remove and Replace Asphalt Driveway, including 8" flexible base material and 2" HMAC Type D, Complete in Place, the Sum of:	SY	50	\$ 123.00	\$ 6,150.00	\$ 180.00	\$ 9,000.00	\$ 116.00	\$ 5,800.00	\$ 52.00	\$ 2,600.00	\$ 120.00	\$ 6,000.00	\$ 160.00	\$ 8,000.00	\$ 125.00	\$ 6,250.00	\$ 750.00	\$ 37,500.00	\$ 221.00	\$ 11,050.00
31	Remove and Replace 18" Culvert storm sewer, Reinforced concrete pipe, Complete in Place, the Sum of:	LF	80	\$ 73.50	\$ 5,880.00	\$ 120.00	\$ 9,600.00	\$ 66.00	\$ 5,280.00	\$ 97.00	\$ 7,760.00	\$ 105.00	\$ 8,400.00	\$ 100.00	\$ 8,000.00	\$ 140.00	\$ 11,200.00	\$ 75.00	\$ 6,000.00	\$ 81.00	\$ 6,480.00
32	Remove and Replace 24" Culvert storm sewer, Reinforced concrete pipe, Complete in Place, the Sum of:	LF	60	\$ 96.00	\$ 5,760.00	\$ 140.00	\$ 8,400.00	\$ 81.00	\$ 4,860.00	\$ 114.00	\$ 6,840.00	\$ 105.00	\$ 6,300.00	\$ 115.00	\$ 6,900.00	\$ 199.00	\$ 11,940.00	\$ 105.00	\$ 6,300.00	\$ 100.00	\$ 6,000.00
33	Remove and Replace 30" Culvert storm sewer, Reinforced concrete pipe, Complete in Place, the Sum of:	LF	40	\$ 122.00	\$ 4,880.00	\$ 160.00	\$ 6,400.00	\$ 160.00	\$ 6,400.00	\$ 132.00	\$ 5,280.00	\$ 120.00	\$ 4,800.00	\$ 130.00	\$ 5,200.00	\$ 257.00	\$ 10,280.00	\$ 165.00	\$ 6,600.00	\$ 125.00	\$ 5,000.00
34	Wet condition bedding, all sizes, all depths, Complete in Place, the Sum of:	L.F.	1000	\$ 5.00	\$ 5,000.00	\$ 12.00	\$ 12,000.00	\$ 5.00	\$ 5,000.00	\$ 5.00	\$ 5,000.00	\$ 50.00	\$ 50,000.00	\$ 8.00	\$ 8,000.00	\$ 5.00	\$ 5,000.00	\$ 5.00	\$ 5,000.00	\$ 10.00	\$ 10,000.00
35	Installation and removal of piezometer, complete in place, the sum of:	EA	10	\$ 80.00	\$ 800.00	\$ 100.00	\$ 1,000.00	\$ 80.00	\$ 800.00	\$ 600.00	\$ 6,000.00	\$ 1,100.00	\$ 11,000.00	\$ 80.00	\$ 800.00	\$ 600.00	\$ 6,000.00	\$ 200.00	\$ 2,000.00	\$ 80.00	\$ 800.00
36	Extra cement stabilized sand, complete in place, the sum of:	CY	100	\$ 44.00	\$ 4,400.00	\$ 70.00	\$ 7,000.00	\$ 20.00	\$ 2,000.00	\$ 20.00	\$ 2,000.00	\$ 40.00	\$ 4,000.00	\$ 43.00	\$ 4,300.00	\$ 20.00	\$ 2,000.00	\$ 20.00	\$ 2,000.00	\$ 57.00	\$ 5,700.00
37	Well pointing system, all depths, Complete in Place,																				

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	ALCOTT, INC. DBA TCH		E.P. BRADY, LTD		RESICOM, INC.		BOYER, INC.	
BASE BID ITEMS											
1	Mobilization (Not to exceed 3% of total bid)	LS	1	\$ 124,030.32	\$ 124,030.32	\$ 153,000.00	\$ 153,000.00	\$ 95,000.00	\$ 95,000.00	\$ 131,250.00	\$ 131,250.00
2	Miscellaneous Allowance (\$25,000.00) for use by City for General Construction Items as directed by the Engineer, Complete in place, the Sum of:	LS	1	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
3	Preparation of Right-of-Way, including clearing and grubbing, to facilitate force main construction, Complete in Place, the Sum of:	LS	1	\$ 32,000.00	\$ 32,000.00	\$ 50,000.00	\$ 50,000.00	\$ 45,000.00	\$ 45,000.00	\$ 89,250.00	\$ 89,250.00
4	Traffic Control and Regulation, including flagmen, signs, barrels, barricades, relocating and replacing signs, Complete in Place, the Sum of:	LS	1	\$ 32,000.00	\$ 32,000.00	\$ 12,500.00	\$ 12,500.00	\$ 15,000.00	\$ 15,000.00	\$ 7,875.00	\$ 7,875.00
5	16" Force Main by Open cut construction, all depths, Complete in Place, the Sum of:	LF	18,600	\$ 118.00	\$ 2,194,800.00	\$ 84.00	\$ 1,562,400.00	\$ 83.00	\$ 1,543,800.00	\$ 110.00	\$ 2,046,000.00
6	16" Force Main by Mandatory Trenchless construction (Auger, Bore & Jack, and HDD methods), all depths, Complete in Place, the Sum of:	LF	1,300	\$ 155.00	\$ 201,500.00	\$ 195.00	\$ 253,500.00	\$ 148.00	\$ 192,400.00	\$ 242.00	\$ 314,600.00
7	16" Force Main by Mandatory HDD construction for the Dickinson Bayou Crossing (project station 25+82 to station 49+09, all depths, Complete in Place, the Sum of:	LF	2,400	\$ 235.00	\$ 564,000.00	\$ 350.00	\$ 840,000.00	\$ 245.00	\$ 588,000.00	\$ 473.00	\$ 1,135,200.00
8	16" Force Main by Mandatory HDD construction, all depths, Complete in Place, the Sum of:	LF	2,100	\$ 214.00	\$ 449,400.00	\$ 250.00	\$ 525,000.00	\$ 248.00	\$ 520,800.00	\$ 341.00	\$ 716,100.00
9	24" Steel Casing, including 16" force main carrier pipe, by trenchless construction, all depths, Complete in Place, the Sum of:	LF	150	\$ 155.00	\$ 23,250.00	\$ 395.00	\$ 59,250.00	\$ 418.00	\$ 62,700.00	\$ 787.00	\$ 118,050.00
10	4" PVC Force Main by Open cut construction, all depths, Complete in Place, the Sum of:	LF	130	\$ 28.55	\$ 3,711.50	\$ 45.00	\$ 5,850.00	\$ 35.00	\$ 4,550.00	\$ 84.00	\$ 10,920.00
11	1.5" PVC Force Main by Open cut construction, all depths, Complete in Place, the Sum of:	LF	33	\$ 11.50	\$ 379.50	\$ 33.00	\$ 1,089.00	\$ 135.00	\$ 4,455.00	\$ 84.00	\$ 2,772.00
12	2" Air Release Valve with Manhole, Complete in Place, the Sum of:	EA	9	\$ 16,475.00	\$ 148,275.00	\$ 6,850.00	\$ 61,650.00	\$ 13,500.00	\$ 121,500.00	\$ 13,125.00	\$ 118,125.00
13	Extra Depth for precast air release manhole installation over 8' deep, complete in place, the sum of:	V.F.	4	\$ 250.00	\$ 1,000.00	\$ 150.00	\$ 600.00	\$ 286.00	\$ 1,144.00	\$ 105.00	\$ 420.00
14	Low Profile 2" Air Release Valve with Manhole, Complete in Place, the Sum of:	EA	1	\$ 15,700.00	\$ 15,700.00	\$ 6,250.00	\$ 6,250.00	\$ 13,000.00	\$ 13,000.00	\$ 12,075.00	\$ 12,075.00
15	Install sanitary sewer Force Main Discharge manhole over existing 48" Sanitary Sewer, per detail, 1st 8' of Depth, includes corrosion resistant wall liner, complete in place the sum of:	EA	1	\$ 30,200.00	\$ 30,200.00	\$ 50,000.00	\$ 50,000.00	\$ 30,000.00	\$ 30,000.00	\$ 111,500.00	\$ 111,500.00
16	Extra Depth for sanitary sewer Force Main Discharge manhole installation over 8' deep, includes corrosion resistant wall liner, complete in place, the sum of:	V.F.	10	\$ 500.00	\$ 5,000.00	\$ 1,260.00	\$ 12,600.00	\$ 286.00	\$ 2,860.00	\$ 105.00	\$ 1,050.00
17	16" resilient seated gate valve with box, complete in place, the sum of:	EA	15	\$ 11,035.00	\$ 165,525.00	\$ 7,250.00	\$ 108,750.00	\$ 7,800.00	\$ 117,000.00	\$ 11,550.00	\$ 173,250.00
18	4" resilient seated gate valve with box, complete in place, the sum of:	EA	1	\$ 1,115.00	\$ 1,115.00	\$ 650.00	\$ 650.00	\$ 810.00	\$ 810.00	\$ 2,625.00	\$ 2,625.00
19	16" plug & clamp w/ 4" tap, complete in place, the Sum of:	EA	1	\$ 2,775.00	\$ 2,775.00	\$ 1,650.00	\$ 1,650.00	\$ 2,000.00	\$ 2,000.00	\$ 6,300.00	\$ 6,300.00
20	Connect Proposed 4" Force Main to Existing 4" Force Main, Complete in Place, the sum of:	LS	1	\$ 635.00	\$ 635.00	\$ 1,250.00	\$ 1,250.00	\$ 800.00	\$ 800.00	\$ 5,250.00	\$ 5,250.00
21	Connect Proposed 1.5" Force Main to Existing 1.5" Force Main, Complete in Place, the sum of:	LS	1	\$ 251.00	\$ 251.00	\$ 850.00	\$ 850.00	\$ 400.00	\$ 400.00	\$ 2,625.00	\$ 2,625.00
22	Saw Cut, Remove and Replace existing asphalt pavement for trench repair (Humble Camp Road Crossings) within stated trench limits per detail. Min. 2" asphalt or single course surface treatment over 8" crushed stone	SY	310	\$ 10.00	\$ 3,100.00	\$ 175.00	\$ 54,250.00	\$ 95.00	\$ 29,450.00	\$ 74.00	\$ 22,940.00
23	Gravel Road Repair, includes installation, compaction & grading of 3" Thick Crushed Stone or Crushed Concrete Base Course, Complete in Place, the Sum of:	TON	1,800	\$ 52.00	\$ 93,600.00	\$ 46.00	\$ 82,800.00	\$ 35.00	\$ 63,000.00	\$ 47.00	\$ 84,600.00
24	Trench Safety System for force mains, greater than 5-feet deep, Complete in Place, the Sum of:	LF	18,770	\$ 0.10	\$ 1,877.00	\$ 1.00	\$ 18,770.00	\$ 2.00	\$ 37,540.00	\$ 1.00	\$ 18,770.00
25	Stormwater Pollution Prevention Plan, Complete in Place, the Sum of:	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 25,000.00	\$ 25,000.00	\$ 26,250.00	\$ 26,250.00
26	Hydromulch Seeding, Complete in Place, the Sum of:	Acre	18	\$ 1,625.00	\$ 29,250.00	\$ 1,860.00	\$ 33,480.00	\$ 1,500.00	\$ 27,000.00	\$ 1,365.00	\$ 24,570.00
27	Temporary Matting, per Detail and Plan on Sheet 7A, Complete in Place, the Sum of:	LS	1	\$ 95,000.00	\$ 95,000.00	\$ 475,000.00	\$ 475,000.00	\$ 35,000.00	\$ 35,000.00	\$ 26,250.00	\$ 26,250.00
TOTAL BASE BID ITEMS:					\$ 4,258,374.32		\$ 4,411,139.00		\$ 3,603,209.00		\$ 5,233,617.00
SUPPLEMENTAL ITEMS											
28	Extra concrete, Complete in Place, the Sum of:	C.Y.	50	\$ 80.00	\$ 4,000.00	\$ 80.00	\$ 4,000.00	\$ 80.00	\$ 4,000.00	\$ 157.00	\$ 7,850.00
29	Remove & Replace 6" reinforced concrete driveway, includes culvert headwall, Complete in Place, the Sum of:	SY	50	\$ 125.00	\$ 6,250.00	\$ 250.00	\$ 12,500.00	\$ 90.00	\$ 4,500.00	\$ 157.00	\$ 7,850.00
30	Remove and Replace Asphalt Driveway, including 8" flexible base material and 2" HMAC Type D, Complete in Place, the Sum of:	SY	50	\$ 212.50	\$ 10,625.00	\$ 85.00	\$ 4,250.00	\$ 95.00	\$ 4,750.00	\$ 105.00	\$ 5,250.00
31	Remove and Replace 18" Culvert storm sewer, Reinforced concrete pipe, Complete in Place, the Sum of:	LF	80	\$ 55.00	\$ 4,400.00	\$ 80.00	\$ 6,400.00	\$ 114.00	\$ 9,120.00	\$ 52.00	\$ 4,160.00
32	Remove and Replace 24" Culvert storm sewer, Reinforced concrete pipe, Complete in Place, the Sum of:	LF	60	\$ 90.00	\$ 5,400.00	\$ 105.00	\$ 6,300.00	\$ 126.00	\$ 7,560.00	\$ 84.00	\$ 5,040.00
33	Remove and Replace 30" Culvert storm sewer, Reinforced concrete pipe, Complete in Place, the Sum of:	LF	40	\$ 125.00	\$ 5,000.00	\$ 135.00	\$ 5,400.00	\$ 144.00	\$ 5,760.00	\$ 95.00	\$ 3,800.00
34	Wet condition bedding, all sizes, all depths, Complete in Place, the Sum of:	L.F.	1000	\$ 5.00	\$ 5,000.00	\$ 5.00	\$ 5,000.00	\$ 5.00	\$ 5,000.00	\$ 5.00	\$ 5,000.00
35	Installation and removal of piezometer, complete in place, the sum of:	EA	10	\$ 80.00	\$ 800.00	\$ 250.00	\$ 2,500.00	\$ 80.00	\$ 800.00	\$ 80.00	\$ 800.00
36	Extra cement stabilized sand, complete in place, the sum of:	CY	100	\$ 20.00	\$ 2,000.00	\$ 40.00	\$ 4,000.00	\$ 20.00	\$ 2,000.00	\$ 20.00	\$ 2,000.00
37	Well pointing system, all depths, Complete in Place, the Sum of:	L.F.	500	\$ 20.00	\$ 10,000.00	\$ 20.00	\$ 10,000.00	\$ 20.00	\$ 10,000.00	\$ 20.00	\$ 10,000.00
38	Brace, support, and protect utility structures, Complete in Place, the Sum of:	EA.	4	\$ 1,000.00	\$ 4,000.00	\$ 1,000.00	\$ 4,000.00	\$ 1,000.00	\$ 4,000.00	\$ 1,000.00	\$ 4,000.00
39	Temporary Cattle Fencing (4 strand Barbed Wire), Complete in Place, the Sum of:	LF	3500	\$ 7.50	\$ 26,250.00	\$ 6.00	\$ 21,000.00	\$ 15.00	\$ 52,500.00	\$ 4.00	\$ 14,000.00
TOTAL SUPPLEMENTAL ITEMS:					\$ 83,725.00		\$ 85,350.00		\$ 109,990.00		\$ 69,750.00
ADD ALTERNATE #1 ITEMS											
40	Full Depth road base repair, including sawcutting, excavation, placement and compaction of 8" minimum thickness cement stabilized sand subgrade and 8" minimum thickness crushed stone flexible base material,	SY	1000	\$ 65.63	\$ 65,630.00	\$ 56.80	\$ 56,800.00	\$ 43.00	\$ 43,000.00	\$ 58.00	\$ 58,000.00
41	8" minimum depth In-place Recycling of existing asphalt pavement, including pulverization of existing roadway material, application of cement slurry, mixing, shaping, grading, compacting and curing , complete in place, the sum of:	SY	24100	\$ 5.63	\$ 135,683.00	\$ 9.65	\$ 232,565.00	\$ 33.00	\$ 795,300.00	\$ 8.00	\$ 192,800.00
42	Cement slurry for asphalt reclamation (7% minimum by dry weight), complete in place the sum of:	TON	610	\$ 269.00	\$ 164,090.00	\$ 198.30	\$ 120,963.00	\$ 225.00	\$ 137,250.00	\$ 178.00	\$ 108,580.00
43	Prime Coat, Complete in Place, the Sum of:	Gal	7230	\$ 3.44	\$ 24,871.20	\$ 3.60	\$ 26,028.00	\$ 10.00	\$ 72,300.00	\$ 1.00	\$ 7,230.00
44	Chip Seal (Single Course Surface Treatment), Complete in Place, the Sum of:	SY	24100	\$ 3.57	\$ 86,037.00	\$ 6.90	\$ 166,290.00	\$ 28.00	\$ 674,800.00	\$ 8.00	\$ 192,800.00
TOTAL ADD ALTERNATE NO. 1 ITEMS:					\$ 476,311.20		\$ 602,646.00		\$ 1,722,650.00		\$ 559,410.00
TOTAL BASE BID (BASE + SUPPLEMENTAL):					\$ 4,342,099.32		\$ 4,496,489.00		\$ 3,713,199.00		\$ 5,303,367.00
TOTAL ADD ALTERNATE NO. 1 :					\$ 476,311.20		\$ 602,646.00		\$ 1,722,650.00		\$ 559,410.00
TOTAL BID (BASE BID + ADD ALTERNATE NO. 1):					\$ 4,818,410.52		\$ 5,099,135.00		\$ 5,435,849.00		\$ 5,862,777.00
MATHEMATICAL ERROR CORRECTED BY ENGINEER											

CITY COMMISSION REGULAR MTG

(6) (c)

Meeting Date: 12/19/2018

Professional services agreement with Joiner Architect

Submitted For: David Zacherl, Fire Department

Submitted By: Cindy Baker, Fire Department

Department: Fire Department

Information

ACTION REQUEST (Brief Summary)

Authorize the Mayor to execute a professional services agreement with Joiner Architect for the design and development of a joint training field for Fire, Police and Emergency Medical Services continuing education and advanced level public safety training.

BACKGROUND

The City has identified a need to improve the methods of providing continuing education and advanced level training of its employees in public safety.

ANALYSIS

It is in the City's best interest to retain the services of Joiner Architect whose employees possess the professional skills and experience related to the design and development of Public Safety Training Facility.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

Exhibit A

Exhibit B

RESOLUTION NO. 18-136

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH JOINER ARCHITECTS FOR PROFESSIONAL SERVICES RELATED TO THE DESIGN AND DEVELOPMENT OF A JOINT TRAINING FIELD FOR FIRE, POLICE, AND EMERGENCY MEDICAL SERVICES; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City has identified a need to improve the methods of providing continuing education and advanced level training of its employees in public safety; and

WHEREAS, the City desires to construct and operate a Joint Training Facility comprised of a one (1) story Training Building with office space and classrooms, a two (2) story Burn Building, a one (1) story Shoot House, a Petro-chemical burn project, and various other training projects; and

WHEREAS, the City contemplates that such Facility shall be constructed on an approximately twenty six (26) acre tract of land acquired by the Texas City Economic Development Corporation (TCEDC) as identified in **Exhibit "A"**; and

WHEREAS, Joiner Architect possesses the professional skills and experience in the design and development of Public Safety Training Facilities; and

WHEREAS, City wishes to engage Joiner Architect to perform certain professional services in connection with this Facility as identified in **Exhibit "B."**

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the City Commission of the City of Texas City hereby authorizes the Mayor to execute the Agreement with Joiner Architects in substantially the same form attached hereto as **Exhibit "B"** and made part thereof.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 19th day of December 2018.

Matthew T. Doyle, Mayor
City of Texas City, Texas

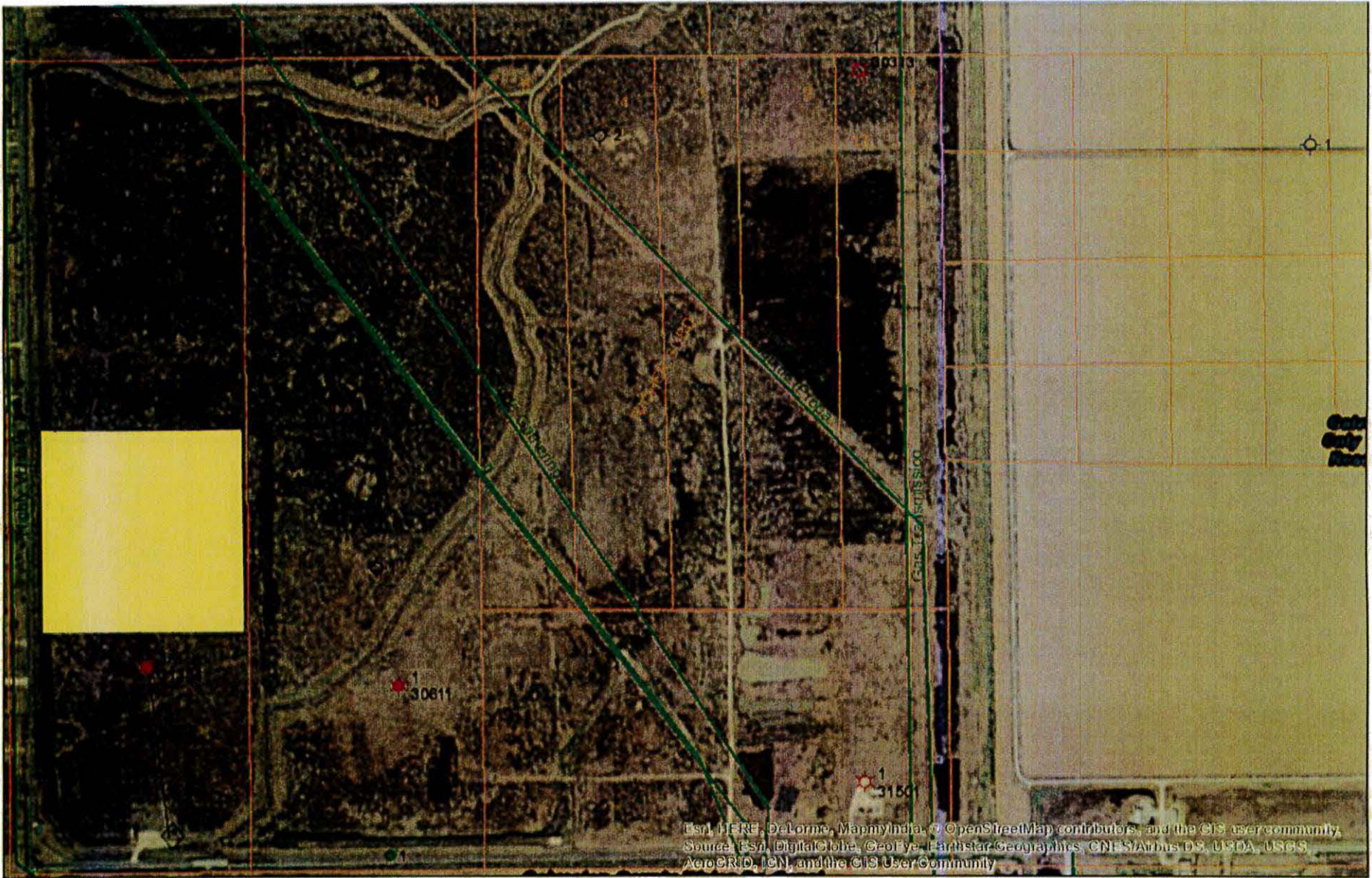
ATTEST:

APPROVED AS TO FORM:

James M. Hartshorn
City Secretary

Russell F. Plackemeier
City Attorney

Humble Camp



ATTwater

April 11, 2017

1 inch = 752 feet

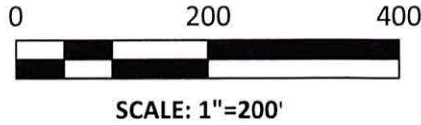
PREPARED BY:
RAILROAD COMMISSION of TEXAS

P.O. BOX 12967
AUSTIN, TX 78711-2967



Source: RRC Public GIS Viewer

NOTICE/DISCLAIMER: Mapping data sets are provided for informational purposes only. These data sets are continuously being updated and refined. Users are responsible for checking the accuracy, completeness, currency, and/or suitability of these data sets themselves. This is not a survey grade product and should not be used to define or establish survey boundaries.



FR-003
 East 1/2 of Lot 14 and
 the Northwest 1/4 of Lot 14
 159.665± Acres
 G.C.D.R. Bk 1257, Pg 332-336

N 87°15'57" E 1096.29'

HUMBLE CAMP ROAD
 (60' R.O.W.)

SET CIR
 N 02°53'03" W 1041.91'

40' Wide BridgeTex Pipeline
 Co. Easement
 G.C.C.F. No, 2014031290

50' Wide BridgeTex Pipeline
 Co. Temporary Work Space
 G.C.C.F. No, 2014031290

Magellan Pipeline
 Witness Marker

G.C.W.A. 30" Waterline

FR-006
 North 1/2 of the
 Southwest 1/4 of Lot 14
 26.222 Acres
 G.C.D.R. Bk 1257, Pg 330-332

S 02°53'03" E 1041.91'



SET CIR

S 87°15'57" W 1096.29'

I, ROBERT D. ELLIS, R.P.L.S. DO HEREBY CERTIFY THAT THIS
 PLAT REFLECTS A SURVEY MADE ON THE GROUND UNDER MY
 SUPERVISION DURING MARCH 2018.

FR-007
 South 1/2 of the
 Southwest 1/4 of Lot 14
 22.447± Acres
 G.C.D.R. Bk 1257, Pg 332-336

EXHIBIT "A"
 Page 2 of 2

ATTWATER ROAD (60' R.O.W.)

NOTES:

- 1) All corners set with 5/8" CIR are stamped "RD ELLIS RPLS 4006".
- 2) Basis of Bearing: Grid North Texas Coordinate System, NAD83, South Central Zone

TITLE RESOURCES GUARANTY COMPANY
 GF. NO. TC1858038 DATED FEB. 21, 2018

DATE: MARCH 30, 2018 PROJ. NO. 2701



ELLIS SURVEYING SERVICES, LLC.
 2805 25th Ave N Texas City, TX 77590
 Tel: (409) 938-8700 Fax (866) 678-7685
 Texas Firm Reg. No. 100340-00

Survey of a Tract known as FR-006, a 26.222 Acre Tract as conveyed in Galveston County Deed Record Book 1257, Pages 330-332, and being described as the North One-Half (1/2) of the Southwest One-Quarter (1/4) of Lot 14 of the WILLIAM RIGHTER SUBDIVISION, of the East 1/2 of the JOHN SELLERS LEAGUE, in Galveston County, Texas, according to the map or plat thereof recorded in Volume 57, Page 588, of the Deed Records in the Office of the County Clerk of Galveston County, Texas

EXHIBIT "A"

Page 1 of 2

**DESCRIPTION OF A
26.222 ACRE TRACT
JOHN SELLERS LEAGUE A-180
GALVESTON COUNTY, TEXAS**

BEING a 26.222 acre tract (known as FR-006), as conveyed in Galveston County Deed Record Book 1257, Pages 330-332, and being described as the North One-Half (1/2) of the Southwest One-Quarter (1/4) of Lot Fourteen (14) of the WILLIAM RIGHTER SUBDIVISION, of the East 1/2 of the JOHN SELLERS LEAGUE, in Galveston County, Texas, according to the map or plat thereof recorded in Volume 57, Page 588, of the Deed Records in the Office of the County Clerk of Galveston County, Texas, and said 26.222 acre tract being more particularly described by metes and bound as follows:

BEGINNING at a capped 5/8 inch iron rod (CIR) stamped "RD ELLIS RPLS-4006" set for the southwest corner of said FR-006 Tract, said corner laying on the East line of Humble Camp Road, a 60 foot right-of-way, and the northwest corner of a tract known as FR-007, a 22.447 acre tract as conveyed in Galveston County Deed Record Book 1257, Pages 332-336, and being the South 1/2 of the Southwest 1/4 of said Lot 14, said point lying 1,011.91 feet North 02°53'03" West of the intersection of the East line of said Humble Camp Road, and the North line of Attwater Road, a 60 foot right-of-way;

THENCE North 02°53'03" West, along the East line of said Humble Camp Road, a distance of 1,041.91 feet to a capped 5/8 inch iron rod (CIR) stamped "RD ELLIS RPLS-4006" set for the northwest corner of the herein described tract, and being a corner of a tract known as FR-003, a 159.065± acre tract as conveyed in Galveston County Deed Record Book 1257, Pages 332-336, and being the East One-Half (1/2) of said Lot 14, and the Northwest One-Quarter (1/4) of said Lot 14;

THENCE North 87°15'57" East, along the South line of said FR-003, a distance of 1096.29 feet to a capped 5/8 inch iron rod (CIR) stamped "RD ELLIS RPLS-4006" set for the northeast corner of herein described tract:

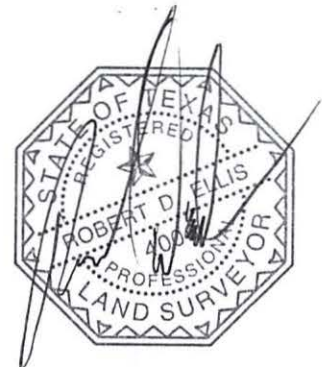
THENCE South 02°53'03" East, a distance of 1,041.91 Feet, to a capped 5/8 inch iron rod (CIR) stamped "RD ELLIS RPLS-4006" set at the northeast corner of said FR-007 and being the southeast corner of herein described tract;

THENCE South 87°15'57" West, along the north line of said FR-007, a distance of 1096.29 feet to the **PLACE OF BEGINNING** and containing 26.22 acre (1,142,230 square feet), more or less.

NOTE: THIS PROPERTY DESCRIPTION HAS BEEN PREPARED BASED ON A SURVEY MADE ON THE GROUND UNDER THE DIRECTION OF ROBERT D. ELLIS REGISTERED PROFESSIONAL LAND SURVEYOR REG. NO. 4006 DATED MAR, 30, 2018 AS DEPICTED ON SURVEY PLAT ATTACHED HERETO AND TO WHICH REFERENCE IS HEREBY MADE.



ELLIS SURVEYING SERVICES, LLC
2805 25th Ave. North
Texas City, TX 77590
Tel.: 409-938-8700
FIRM REG. NO. 100340-00



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

made as of the First day of October in the year Two Thousand Eighteen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Texas City, Texas
1801 9th Avenue North
Texas City, Texas 77592

and the Architect:
(Name, legal status, address and other information)

Joiner Architects, Inc.
700 Rockmead, Suite 265
Kingwood, TX 77339

for the following Project:
(Name, location and detailed description)

Texas City Fire Training Facility

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1

Construction of new fire training facility

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- 1 Commencement of construction date:

July 15, 2019

- 2 Substantial Completion date:

July 15, 2020

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect may adjust the schedule, the Architect's services and the Architect's compensation, as appropriate.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

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§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect at the Architect's expense carry all insurance coverages required by law. Additionally, Architect shall maintain Architect's and Engineers Professional Liability Insurance written on an "occurrence": (and not a claims made" basis in the amount of at least \$500,000 per claim, \$1,000,000 aggregate:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

- .1 General Liability
 - \$1,000,000 each occurrence
 - \$2,000,000 each aggregate
- .2 Automobile Liability
 - \$1,000,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$1,000,000 property damaged per accident
- .3 Workers' Compensation
 - \$1,000,000 each accident
 - \$1,000,000 disease – ea. Employee
 - \$1,000,000 disease – policy limit
- .4 Professional Liability
 - \$2,000,000 per claim
 - \$2,000,000 per annual aggregate
- .5 Umbrella Liability
 - \$5,000,000 each occurrence
 - \$5,000,000 per aggregate

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner. The Architect shall promptly notify the Owner of any direct communications with the Contractor that affect the Architect's services.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

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§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

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§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;

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- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 Attending the bid opening and subsequently assisting the Owner in tabulating and evaluation of bids.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

(Paragraph deleted)

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely

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upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

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Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building information modeling	Not Provided	
§ 4.1.7 Civil engineering	Architect - Additional Service	
§ 4.1.8 Landscape design	Architect	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site project representation	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Contractor	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Architect - Additional Service	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22 Commissioning (B211™-2007)	Architect - Additional Service	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2007)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Basic Programming and landscape design required for authorities having jurisdiction in Basic Services. Architect to coordinate Commissioning Agent, Civil Engineering, and Technology Engineering as an Additional Service.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

Init.

- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- (Paragraph deleted)
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

(Paragraphs deleted)

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided,

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

init.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

Init.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

Init.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them. **§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation, then, the method of binding dispute resolution shall be litigation. Venue for any action arising out of this Agreement shall be exclusively in the state or federal courts located in Galveston County, Texas :

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[X] Litigation in a court of competent jurisdiction

(X) Other (Specify) See Above.

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fee for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated.

Init.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Texas.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

(Paragraph deleted)

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the architect in the Owner's promotional material for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," then to the extent by Texas law the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

7% of construction cost

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Commissioning Agent cost estimated at \$10,000.00 to \$15,000.00.

Civil Engineering cost estimated at \$70,000.00 to \$80,000.00

Technology Engineering cost estimated at \$15,000.00 to \$20,000.00

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Init.

For Hourly Compensation for Basic Services, compensation shall be as follows:

Principals	\$350.00/hr.
Management	\$300.00/hr.
Project Architects/Designers	\$250.00/hr.
Technical Personnel	\$150.00/hr.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus one percent (1.00 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Programming	Five	percent (5	%)
Schematic Design Phase	Ten	percent (10	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Forty	percent (40	%)
Bidding or Negotiation Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

For Hourly Compensation for Basic Services, compensation shall be as follows:

Principals	\$350.00/hr.
Management	\$300.00/hr.
Project Architects/Designers	\$250.00/hr.
Technical Personnel	\$150.00/hr.

Employee or Category

Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;

Init.

(Paragraphs deleted)

.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one percent (1.00 %) of the expenses incurred.

(Paragraphs deleted)

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero Dollars (\$ \$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. The Agreement is subject to the provisions of the Texas Prompt Payment Act. Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

10% per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 The Architect will obtain the Owner's written approval before proceeding to a subsequent phase.

12.2 In the event any provision of this Agreement is held invalid or unenforceable, such holding shall only apply to such provision and shall not affect or render invalid or unenforceable any other provision of this Agreement.

.1 The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, TX 78711-2337, 512/305-8543, has jurisdiction over individuals licensed under the Architect's Registration Law. Texas Civil Statutes, Article 249a.

.2 When requested by the Owner, the Architect shall attend meetings which relate to the project.

.3 The Architect shall require the Contractor to provide a set of reproducible record drawings showing significant changes in the Work made during construction.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect

(Paragraph deleted)

.3 Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Init.

I

This Agreement entered into as of the day and year first written above.

OWNER – City of Texas City, Texas

ARCHITECT – Joiner Architects, Inc.

(Signature)

(Signature)

Joby Copley, AIA, Partner

(Printed name and title)

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document B101™ – 2007

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the First day of October in the year Two Thousand Eighteen

...

City of Texas City, Texas
1801 9th Avenue North
Texas City, Texas 77592

...

Joiner Architects, Inc.
700 Rockmead, Suite 265
Kingwood, TX 77339

...

Texas City Fire Training Facility
PAGE 2

§ 1.1 This Agreement is based on the Initial Information set forth in this Article I ~~and in optional Exhibit A, Initial Information:~~

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Construction of new fire training facility

...

July 15, 2019

...

July 15, 2020

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect ~~shall appropriately may~~ adjust the schedule, the Architect's services and the Architect's ~~compensation~~ compensation, as appropriate.

PAGE 3

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§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost; at the Architect's expense carry all insurance coverages required by law. Additionally, Architect shall maintain Architect's and Engineers Professional Liability Insurance written on an "occurrence": (and not a claims made" basis in the amount of at least \$500,000 per claim, \$1,000,000 aggregate;

...

\$1,000,000 each occurrence
\$2,000,000 each aggregate

...

\$1,000,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$1,000,000 property damaged per accident

.3 Workers' Compensation

\$1,000,000 each accident
\$1,000,000 disease – ea. Employee
\$1,000,000 disease – policy limit

.4 Professional Liability

\$2,000,000 per claim
\$2,000,000 per annual aggregate

.5 Umbrella Liability

\$5,000,000 each occurrence
\$5,000,000 per aggregate

...

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner. The Architect shall promptly notify the Owner of any direct communications with the Contractor that affect the Architect's services.

PAGE 6

.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner. Attending the bid opening and subsequently assisting the Owner in tabulating and evaluation of bids.

...

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201TM-2007, A201TM-2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

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~~§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.~~

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

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Additional Services	Responsibility (Architect, Owner or-Not-or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Architect	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Not Provided	
§ 4.1.6 Building Information Modeling (B202™-2008)information modeling	Not Provided	
§ 4.1.7 Civil engineering	Architect - Additional Service	
§ 4.1.8 Landscape design	Architect	
§ 4.1.9 Architectural Interior Design (B252™-2007)	Not Provided	
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site Project Representation (B207™-2008)project representation	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Contractor	
§ 4.1.16 Post occupancy evaluation	Not Provided	
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner's consultants	Not Provided	
§ 4.1.20 Telecommunications/data design	Architect - Additional Service	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Not Provided	
§ 4.1.22 Commissioning (B211™-2007)	Architect - Additional Service	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2012)(B214™-2007)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	

...

Basic Programming and landscape design required for authorities having jurisdiction in Basic Services. Architect to coordinate Commissioning Agent, Civil Engineering, and Technology Engineering as an Additional Service.

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.7—Preparation for, and attendance at, a public presentation, meeting or hearing;

...

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(2001292663)

~~.11— Assistance to the Initial Decision Maker, if other than the Architect.~~

~~§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:~~

- ~~.1— Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;~~
- ~~.2— Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;~~
- ~~.3— Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;~~
- ~~.4— Evaluating an extensive number of Claims as the Initial Decision Maker;~~
- ~~.5— Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or~~
- ~~.6— To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.~~

~~§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:~~

- ~~.1— () reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor~~
- ~~.2— () visits to the site by the Architect over the duration of the Project during construction~~
- ~~.3— () inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~
- ~~.4— () inspections for any portion of the Work to determine final completion~~

~~§ 4.3.4 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.~~

~~§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights. Project~~

~~...~~

~~§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided/provided.~~

~~PAGE 12~~

~~§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any~~

other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

...

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, ~~agents~~ agents, and employees of any of them similar waivers in favor of the other parties enumerated herein.

PAGE 13

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. ~~If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

~~them.~~ **§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, ~~mediation, then, the~~ method of binding dispute resolution shall be ~~the following:~~ litigation. Venue for any action arising out of this Agreement shall be exclusively in the state or federal courts located in Galveston County, Texas :

...

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction

...

~~(X)~~ Other (Specify) See Above.

§ 8.3 ARBITRATION

§ 8.3.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

§ 8.3.1.1 ~~A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim;~~

dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

~~§ 8.3.2~~ The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.4 CONSOLIDATION OR JOINDER~~

~~§ 8.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's ~~fees-fee~~ for the remaining services and the time schedules shall be equitably adjusted.

...

§ 9.3 If the Owner suspends the Project for more than 90 ~~cumulative-consecutive~~ days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

...

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise ~~compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect-compensated.~~

PAGE 14

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, ~~except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~

State of Texas.

...

~~§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.~~

...

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or ~~proprietary, proprietary..~~ The Owner shall provide professional credit for the ~~Architect-architect~~ in the Owner's promotional ~~materials-material~~ for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," ~~then to the extent by Texas law~~ the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

...

7% of construction cost

...

Commissioning Agent cost estimated at \$10,000.00 to \$15,000.00.
Civil Engineering cost estimated at \$70,000.00 to \$80,000.00
Technology Engineering cost estimated at \$15,000.00 to \$20,000.00

PAGE 15

For Hourly Compensation for Basic Services, compensation shall be as follows:

<u>Principals</u>	<u>\$350.00/hr.</u>
<u>Management</u>	<u>\$300.00/hr.</u>
<u>Project Architects/Designers</u>	<u>\$250.00/hr.</u>
<u>Technical Personnel</u>	<u>\$150.00/hr.</u>

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus one percent (1.00 %), or as otherwise stated below:

...

<u>Programming</u>	<u>Five</u>	<u>percent</u>	<u>(</u>	<u>5</u>	<u>)</u>	<u>%</u>
<u>Schematic Design Phase</u>	<u>Ten</u>	<u>percent</u>	<u>(</u>	<u>10</u>	<u>)</u>	<u>%</u>
<u>Design Development Phase</u>	<u>Twenty</u>	<u>percent</u>	<u>(</u>	<u>20</u>	<u>)</u>	<u>%</u>
<u>Construction Documents</u>	<u>Forty</u>	<u>percent</u>	<u>(</u>	<u>40</u>	<u>)</u>	<u>%</u>
<u>Phase</u>						
<u>Bidding or Negotiation Phase</u>	<u>Five</u>	<u>percent</u>	<u>(</u>	<u>5</u>	<u>)</u>	<u>%</u>
<u>Construction Phase</u>	<u>Twenty</u>	<u>percent</u>	<u>(</u>	<u>20</u>	<u>)</u>	<u>%</u>

...

For Hourly Compensation for Basic Services, compensation shall be as follows:

<u>Principals</u>	<u>\$350.00/hr.</u>
<u>Management</u>	<u>\$300.00/hr.</u>

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User Notes:

(2001292663)

Project Architects/Designers \$250.00/hr.
Technical Personnel \$150.00/hr.

PAGE 16

- ~~.8~~ — Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- ~~.9~~ — All taxes levied on professional services and on reimbursable expenses;
- ~~.10~~ — Site office expenses; and

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus one percent (1.00 %) of the expenses incurred.

...

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

~~If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:~~

§ 11.10.1 An initial payment of Zero Dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. ~~Payments are due and payable upon presentation of the Architect's invoice. The Agreement is subject to the provisions of the Texas Prompt Payment Act.~~ Amounts unpaid () days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

~~%~~ 10% per annum

...

12.1 The Architect will obtain the Owner's written approval before proceeding to a subsequent phase.

12.2 In the event any provision of this Agreement is held invalid or unenforceable, such holding shall only apply to such provision and shall not affect or render invalid or unenforceable any other provision of this Agreement.

.1 The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, TX 78711-2337, 512/305-8543, has jurisdiction over individuals licensed under the Architect's Registration Law. Texas Civil Statutes, Article 249a.

.2 When requested by the Owner, the Architect shall attend meetings which relate to the project.

.3 The Architect shall require the Contractor to provide a set of reproducible record drawings showing significant changes in the Work made during construction.

...

~~.2~~ — AIA Document E201™ 2007, Digital Data Protocol Exhibit, if completed, or the following:

PAGE 17

OWNER – City of Texas City, Texas

ARCHITECT – Joiner Architects, Inc.

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User Notes:

(2001292663)

...

Joby Copley, AIA, Partner

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Joby Copley, Partner, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:18:27 on 10/04/2018 under Order No. 9179129490 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.


(Signed)


(Title)


(Dated)



700 Rockmead, Ste 265 | Kingwood, TX 77339 | 281.359.6401
2600 S. Shore Blvd, Ste 300 | League City, TX 77573 | 281.245.3304

Amendment No. 1

To

AIA Document B101 - Standard Form of Agreement

Between

Owner and Architect

Owner

City of Texas City, Texas
1801 9th Avenue North
Texas City, Texas 77592

And

Architect

Joiner Architects, Inc.
700 Rockmead Drive, Suite 265
Kingwood, TX 77339

For

Texas City Fire Training Facility

Date of Contract – October 1, 2018

Replace Sections 3.6.2.2, 3.6.3.1, 3.6.4.2, and 11.10.2 with the following:

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. The Architect shall report to the City Project Representative ASAP of known deviations from the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that has been reviewed and approved by the City Project Representative, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Architect shall inform the Owner of any Contractor deviations from the Contract Documents found in the Submittal process. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Basic Programming, Interior Design, and Landscape Design required for authorities having jurisdiction in Basic Services. Architect to coordinate Windstorm Certification, Geotechnical Investigation, Accessibility Review/Inspection, Extending Utilities to Site, Material Testing, MEP Commissioning, Civil Engineering, and Technology Engineering as Additional Services funded by Owner.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. The Agreement is subject to the provisions of the Texas Prompt Payment Act. Amounts unpaid Forty-Five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

10% per annum

Approved:

OWNER - City of Texas City, Texas

ARCHITECT - Joiner Architects, Inc.

Matthew T. Doyle, Mayor



Joby Copley, Partner

CITY COMMISSION REGULAR MTG

(6) (d)

Meeting Date: 12/19/2018

Submitted By: Rhomari Jackson-Glover, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 18-137, issuing support of an application submitted by Freeport McMoRan Energy, LLC to the Texas Commission of Environmental Quality for a portion of property located at 4500 Old Industrial Port Road in Galveston, Texas. (Management Services)

BACKGROUND

The attorney for Freeport McMoRan Energy LLC contacted our city attorney and requested approval of a resolution accepting and allowing for Freeport McMoRan Energy to obtain a designation on its property for a MSD (Municipal Setting Designation) which limits the use of groundwater and prohibits the use of the designated groundwater from beneath the property as potable water and appropriately restricts other uses of and contact with that groundwater. TCEQ requires any city with a groundwater well within five miles of the designation to provide support for the application. The City of Galveston has approved an ordinance. The City of Texas City does have a well at the tip of the dike that provides water for a cleaning table for fisherman. Russell Plackemeier has requested the attorney for McMoRan Energy to be heard to answer questions concerning the contamination and the possible effects on the City of Texas City.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

Exhibit A

Exhibit B

RESOLUTION NO. 18-137

A RESOLUTION IN SUPPORT OF AN APPLICATION OF FREEPORT MCMORAN ENERGY LLC TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, FOR A MUNICIPAL SETTING DESIGNATION FOR APPROXIMATELY 3.644 ACRES COMPRISING A PORTION OF THE PROPERTY LOCATED AT 4500 OLD PORT INDUSTRIAL ROAD, GALVESTON, GALVESTON COUNTY, TEXAS

WHEREAS, the Texas Legislature, in Subchapter W of the Texas Solid Waste Disposal Act, codified as Chapter 361, Subchapter W, of the Texas Health and Safety Code, authorized the Texas Commission on Environmental Quality ("TCEQ") to certify a Municipal Setting Designation ("MSD") for a property upon receipt and approval of a properly submitted application, which includes, in part:

(i) documentation that the property for which the MSD is sought is subject to an ordinance, or a restrictive covenant enforceable by the municipality where the property for which the MSD is sought is located, which prohibits the use of the designated groundwater from beneath the property as potable water and appropriately restricts other uses of and contact with that groundwater; and

(ii) documentation that the application is supported by a resolution adopted by the city council of each municipality that owns or operates a groundwater supply well located not more than five miles from the property for which the MSD is sought; and

WHEREAS, the purpose of MSD certification is to limit the scope of or eliminate the need for investigations or response actions addressing contaminated groundwater that has been restricted from use as drinking water by ordinance or restrictive covenant; and

WHEREAS, Freeport McMoRan Energy LLC has applied for, and on **December 13, 2018**, the city council of the City of Galveston, Texas approved, an ordinance establishing an MSD for approximately 3.644 acres comprising a portion of the property commonly known as 4500 Old Port Industrial Road, Galveston, Galveston County, Texas, which is further described in the legal description and metes and bounds survey provided in Exhibit A to this Resolution (hereinafter referred to as the "Designated Property"); and

WHEREAS, the City of Texas City owns a groundwater supply well, which is located less than five miles from the Designated Property, as shown in **Exhibit B** to this resolution, which it does not use as a drinking water supply; and

WHEREAS, because the City of Texas City owns or operates a groundwater supply well located within five miles of the Designated Property, Freeport McMoRan Energy LLC has asked the City of Texas City to provide a resolution supporting an application by Freeport McMoRan to the TCEQ for certification of an MSD for the Designated Property.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the City of Texas City has no objection to, and supports, an application by Freeport McMoRan Energy LLC to the TCEQ for certification of a Municipal Setting Designation for the 3.644 acre tract comprising a portion of the property located at 4500 Old Port Industrial Road, Galveston, Galveston County, Texas further described by the legal description and metes and bounds survey in **Exhibit A** to this resolution.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND APPROVED this 19th day of December 2018.

Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

James M. Hartshorn
City Secretary

Russell F. Plackemeier
City Attorney

EXHIBIT A

Exhibit B

MSD BOUNDARY
3.644 ACRES
M.B. MENARD SURVEY, ABSTRACT No. 628
GALVESTON COUNTY, TEXAS

EXHIBIT A

Being a 3.644 acre (158,744 square feet) tract of land situated in the M.B. Menard Survey, Abstract No. 628, located in Galveston County, Texas, and being out of and a part of that same 71.57 acre tract of land described in the deed executed June 14, 2002 to Gulf Sulphur Services, LTD., LLP., and recorded in Galveston County Clerk's File No. 2002035773, Official Public Records of Real Property, Galveston County, Texas (O.P.R.R.P.G.C.T.), said 3.644 acre tract being more particularly described by metes and bounds as follows:


COMMENCING at a 5/8 inch iron rod with cap stamped "Tritech" found for the most easterly northeast corner of said 71.57 acre tract, lying on the westerly line of that same tract described as "First Tract" in the deed executed November 29, 1940 to the City of Galveston, and recorded in Volume 619, Page 193 of the Deed Records of Galveston County, Texas (D.R.G.C.T.), said capped iron rod also being the north corner of a residue tract out of that same tract of land described in the deed executed July 11, 1901 to Southern Pacific Terminal Company, and recorded in Volume 186, Page 53, D.R.G.C.T.;

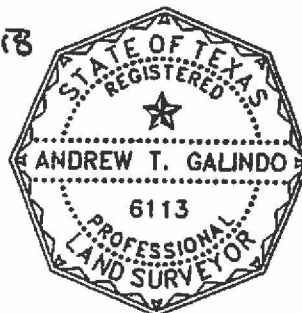
THENCE, South 11 degrees 44 minutes 21 seconds West, with the easterly line of said 71.57 acre tract, 176.51 feet to the **POINT OF BEGINNING** of the herein described tract;

1. **THENCE**, South 11 degrees 44 minutes 21 seconds West, continuing with the easterly line of said 71.57 acre tract, 606.59 feet to the southeast corner of the herein described tract, from which the most easterly southeast corner of said 71.57 acre tract bears South 11 degrees 44 minutes 21 seconds West, passing at 1,166.90 feet a railroad rail found for reference, in all 1,167.80 feet;
2. **THENCE**, North 79 degrees 29 minutes 57 seconds West, 261.46 feet to a point for the southwest corner of the herein described tract;
3. **THENCE**, North 11 degrees 39 minutes 22 seconds East, 605.93 feet to a point for the northwest corner of the herein described tract;
4. **THENCE**, South 79 degrees 38 minutes 27 seconds East, 262.35 feet to the **POINT OF BEGINNING**, and containing 3.644 acres (158,744 square feet) of land.

Basis of Bearings: Redundant RTK GPS observations based on the Texas Coordinate System, South Central Zone, NAD 83, CORS Adjustment. Distances shown are surface datum; to convert to grid multiply by a combined project scale factor of 0.999870017.

A survey exhibit of even date was prepared in conjunction with this property description.

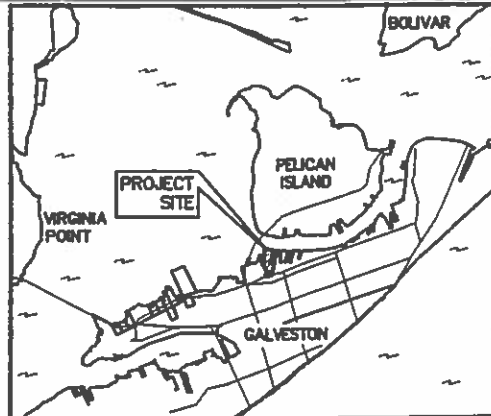

Andrew T. Galindo, RPLS
Texas Registration No. 6113



Baseline Corporation
1750 Seamist Drive, Suite 160
Houston, TX 77008
(713) 869-0155
TBPLS Firm No. 10030200

GALVESTON SHIP CHANNEL
VOL. 251, PG. 1191
DISTRICT COURT,
GALVESTON COUNTY, TX

M.B. MENARD SURVEY,
ABSTRACT NO. 628



VICINITY MAP
(NOT TO SCALE)

15' WATER EASEMENT
(RECORDING INFO.
NOT FOUND—
REFERENCED IN
VOL. 2961, PAGE 540)
D.R.G.C.T.

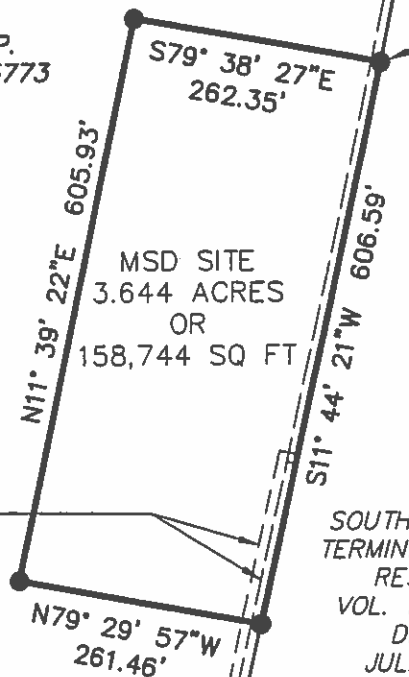
10' PERMANENT
UTILITY EASEMENT
TO: CITY OF GALVESTON
VOL. 2961, PAGE 540
D.R.G.C.T.

POINT OF COMMENCING
5/8" CIRF "TRITECH"

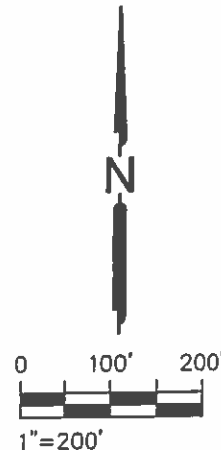
S11° 44' 21"W
176.51'

POINT OF BEGINNING

71.57 ACRES TO:
GULF SULPHUR
SERVICES LTD., LLP.
G.C.C.F. NO. 2002035773
O.P.R.R.P.G.C.T.
JUN. 14, 2002



TO:
CITY OF GALVESTON
(FIRST TRACT)
VOL. 619, PG. 193
D.R.G.C.T.
NOV. 29, 1940



10' EASEMENT FOR
ELECTRIC DISTRIBUTION
AND/OR
NATURAL GAS FACILITIES
TO: RELIANT ENERGY, INC.
(NOW KNOWN AS
CENTERPOINT ENERGY)
G.C.C.F. 2000011196
O.P.R.R.P.G.C.T.

TO:
SOUTHERN PACIFIC
TERMINAL COMPANY
RESIDUE OF
VOL. 186, PG. 53
D.R.G.C.T.
JUL. 11, 1901

NOTES.

1. CIRF = CAPPED IRON ROD FOUND
2. D.R.G.C.T. = DEED RECORDS OF GALVESTON COUNTY, TEXAS
3. O.P.R.R.P.G.C.T. = OFFICIAL PUBLIC RECORDS, REAL PROPERTY, GALVESTON COUNTY, TEXAS
4. G.C.C.F. = GALVESTON COUNTY CLERK'S FILE
5. MSD=MUNICIPAL SETTINGS DESIGNATION
6. BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD83. CORS ADJUSTMENT COORDINATES AND DISTANCES ARE SURFACE DATUM; TO CONVERT TO GRID MULTIPLY BY A COMBINED SCALE FACTOR OF 0.999870017
7. BEARINGS AND DISTANCES IN PARENTHESES REPRESENT RECORD CALLS
8. ABSTRACTING WAS PERFORMED BY BASELINE CORPORATION.
9. THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. OTHER EASEMENTS OR MATTERS OF RECORD MAY EXIST THAT ARE NOT SHOWN HEREON.
10. A METES AND BOUNDS DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS EXHIBIT
11. THIS EXHIBIT IS BASED ON A SURVEY MADE ON THE GROUND IN APRIL 2018

0.3768 ACRES TO:
CITY OF GALVESTON
(PERPETUAL
ROADWAY EASEMENT)
VOL. 1527, PAGE 212
D.R.G.C.T.

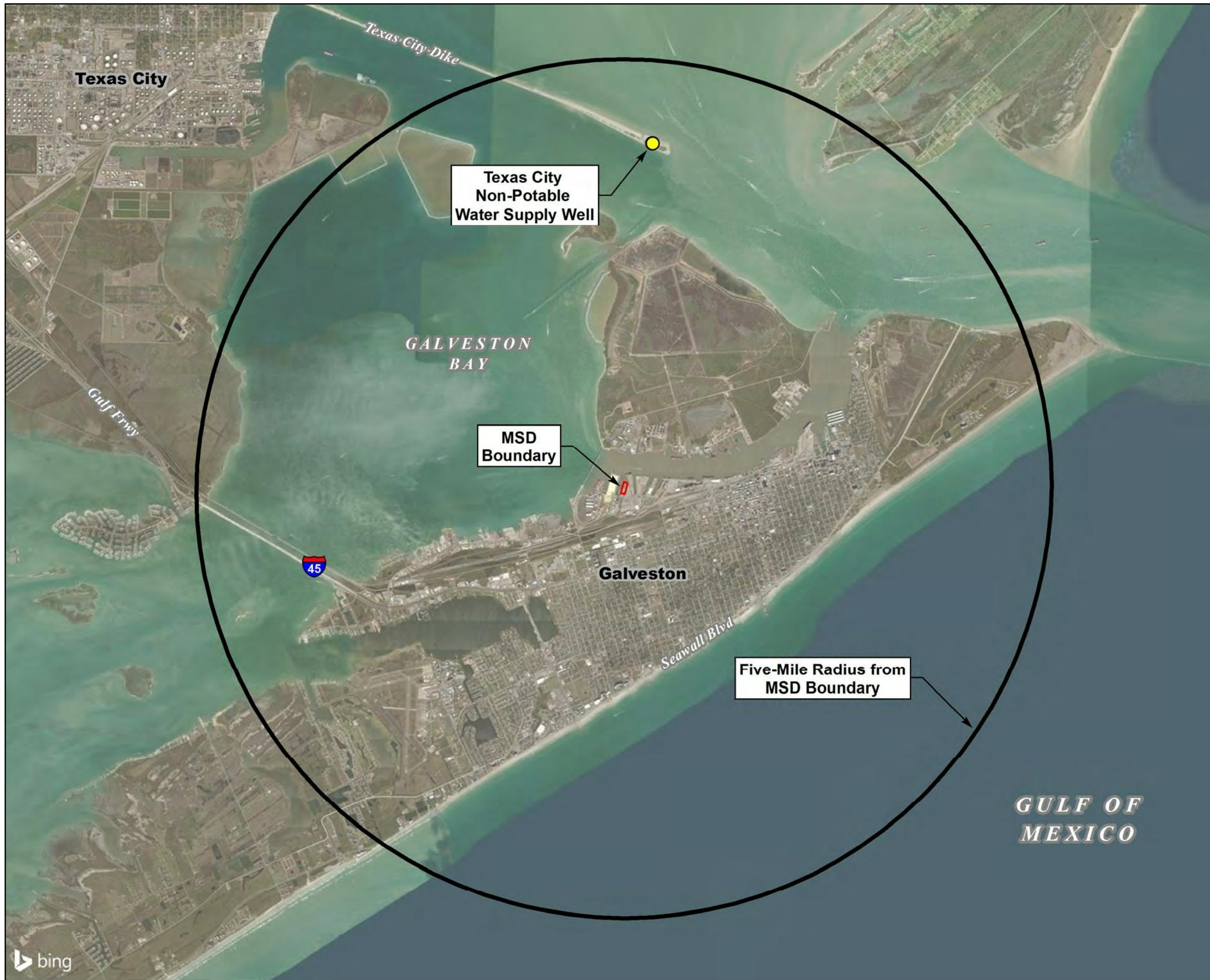
**PORT INDUSTRIAL ROAD
(VARIABLE WIDTH R.O.W.)**

DATE: 05-2018
DRAWN BY: ATG
CHECKED BY: RLD
JOB No.: 02.035.19
PAGE: 2 OF 2

SURVEY EXHIBIT
OF A MSD BOUNDARY
3.644 ACRES (158,744 SQ. FT.)
IN THE
M.B. MENARD SURVEY,
ABSTRACT NO. 628
GALVESTON COUNTY, TEXAS

BASELINE
BASELINE CORPORATION
Professional Surveyors
1750 BEAMIST DRIVE, SUITE #100, HOUSTON, TEXAS 77068
PHONE (713) 898-0158 TPLS FIRM No. 10030200
FAX (713) 898-1541

NO.	REVISION	DATE
1.	REVISED MSD AREA	05-22-18

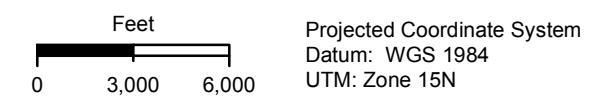


LEGEND

- Texas City water supply well
- MSD boundary
- 5-Mile Radius from MSD Boundary

Note

1. MSD = Municipal Setting Designation.
2. Background Imagery: Microsoft Bing system via ESRI's ArcGIS Online premium services (<http://maps.bing.com>).



**TEXAS CITY
WATER SUPPLY WELL LOCATION**

GSI Job No.	2943	Drawn By:	CDM
Issued:	6-Dec-2018	Chk'd By:	JAK
Map ID:	010_03	Appv'd By:	JAK

Exhibit B

CITY COMMISSION REGULAR MTG

(6) (e)

Meeting Date: 12/19/2018

Submitted By: Rhomari Jackson-Glover, City Secretary

Department: City Secretary

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 138, authorizing the Mayor to enter into an agreement to procure electricity power rates for the City of Texas City beginning in 2019 for 5-9 years over the current agreement. (Management Services)

BACKGROUND

Currently, we have contracts for electricity for the City of Texas City for streetlights, city offices, facilities, wastewater treatment, etc. through January 1, 2026. Our consultants have helped navigate us through the up cycles of electric rates to maintain a decreasing cost for the electricity. They have encountered an opportunity that they feel, while it extends additional years on our current contracts, they are even lower than the those contracts. Our consultants, 5, recommend that we authorize the mayor to negotiate rates that could save us \$62,000 to \$79,000/year over the cost with the rates secured for 2025 and over \$340,000 over the current rates we have in 2018. Please see their attachment.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

Attachment

RESOLUTION NO. 18-138

A RESOLUTION AUTHORIZING THE MAYOR TO SOLICIT, NEGOTIATE, AND ENTER INTO AN AGREEMENT TO PROCURE ELECTRICITY POWER RATES FOR THE CITY OF TEXAS CITY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, with energy prices depressed, electricity prices have dropped; and

WHEREAS, the City of Texas City has an opportunity to lock in a price lower than the current agreements, which end January 1, 2026, with savings potentially for \$62,000.00 to \$79,000.00/ a year through year 2032, or beyond, than those current agreements best savings; and

WHEREAS, the new rates for those future years would be over \$340,000.00/ a year over the current rates for 2019; and

WHEREAS, it is in the best interest of all the citizens of Texas City that the City of Texas City be prudent to authorize the Mayor to negotiate the best rate and lock said rate in.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the Mayor is hereby authorized to solicit proposals, negotiate, and enter into an agreement for fixed low rates without ancillary charges for the future years beyond the end of year 2032 or beyond.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 19th day of December 2018.

Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

James M. Hartshorn

Russell F. Plackemeier

City Secretary

City Attorney



12/19/2018
Confidential



Texas City
EST. 1911

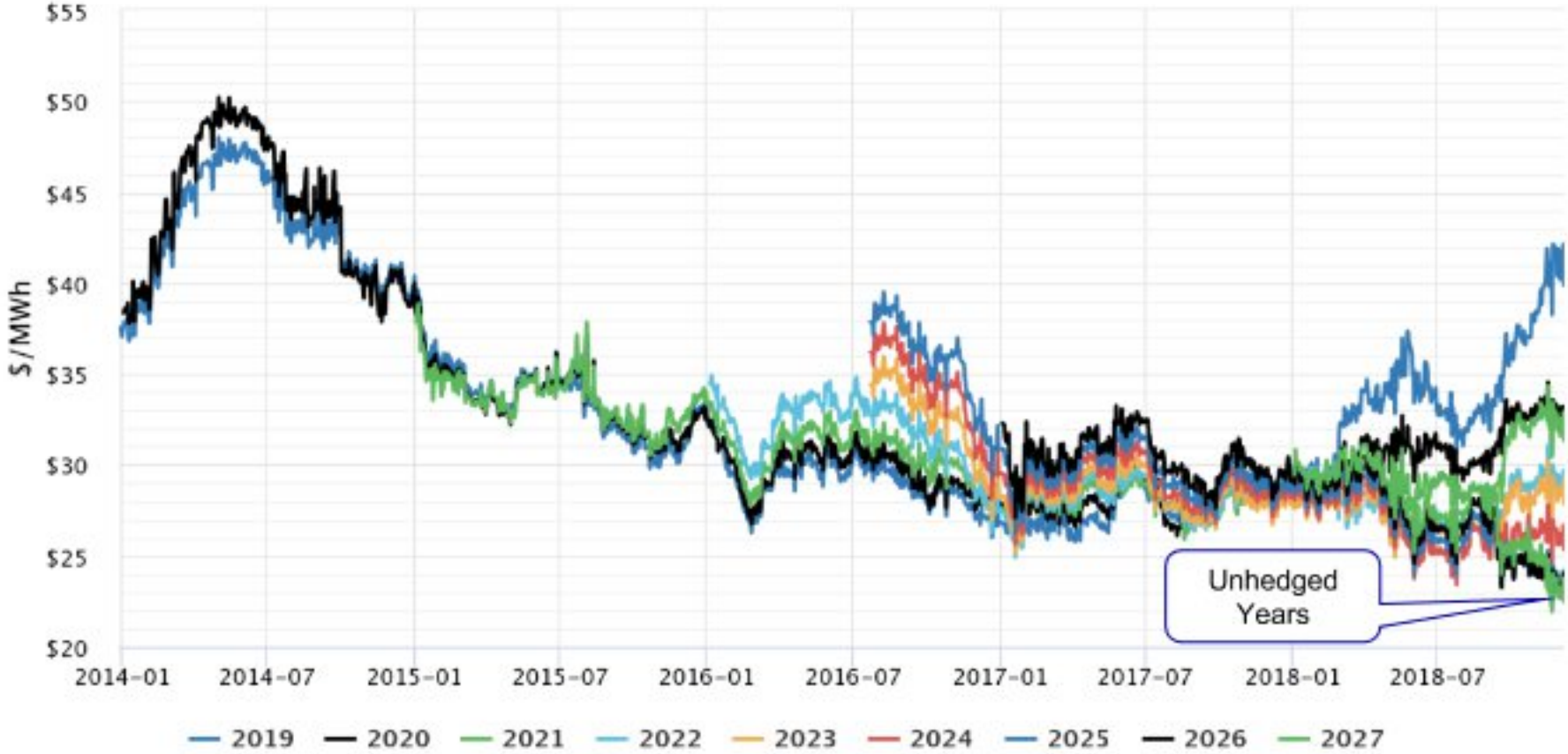
Why Look at Future Electricity Contract Now

- Long term electricity market at historic lows (*see market chart*)
- Lock in budget savings of well over \$300k per year as compared to current contracted electricity rates (*see budget impact table*)
- These are unique long-term low price offers. Waiting for further rate reduction in market is not worth the upside risk considering current commodity trend and budget savings available today. Views supported by City's outside energy advisor
- Suppliers are being aggressive on longer terms and cities have advantage of being low long-term credit risk that's attractive to suppliers



Markets –2019-2027WholesaleElectricity Prices

Calendar Year Wholesale Prices
ERCOT Houston



created by energyby5.com on 2018-12-06



Current Electricity Contract Status and Budget Impact

	Current Contracts			Recommended Contract
Supplier	Reliant	Reliant	TXU	72-month term
Start Date	Jan 2017	Jan 2020	Jan 2023	Jan 2026
End Date	Dec 2019	Dec 2022	Dec 2025	Dec 2031
Product type	Fixed	Fixed	Fixed	Fixed
Estimated annual cost benefit compared to current recommended contract*	~ \$350,000	~ \$170,000	~\$75,000	Savings estimates based on initial RFP responses

*Based on forecasted usage of 20,975,951 kWh.

Process and Recommendation

- Multiple requests for proposals rounds have been conducted with 6 of the top retail electric providers. Many more suppliers were considered but were unable or declined to participate given size and term.
- Short-listed retail electric provider contracts will be reviewed and approved prior to final bids.
- Best and final quotes to be received on December 20, 2018 for execution.
- Current recommendation is a 72-month contract. Final term and provider recommendation will be determined based on final bids.
- Recommend Mayor be granted approval to enter into an electricity contract for the City for up to 96 months as long as rate is at least 5% below City's lowest currently contracted energy rates.



We started 5
because we believe
you deserve better.

