

CITY OF TEXAS CITY
REGULAR CALLED CITY COMMISSION MEETING

AGENDA

WEDNESDAY, FEBRUARY 17, 2021 - 5:00 P.M.
KENNETH T. NUNN COUNCIL ROOM - CITY HALL
1801 9th Ave. N.
Texas City, TX 77590

PLEASE NOTE:

Due to the COVID 19 Disaster and the CDC's recommendation regarding social distancing measures the City Commission will meet in person and electronically. Texas Governor Greg Abbott waived on a temporary basis certain sections of the Texas Open Meetings Act. The meeting will be audible to members of the public and allow for two-way communications for those desiring to participate.

Any person who calls in and is interested in speaking on any item on the Agenda must call the number below and sign in to the conference then wait for the Board President to request any public comments. Public comments may not apply to all items on the agenda.

Those who attend in person may sign a "Request to Address City Commission" form and give it to the City Secretary prior to the beginning of the meeting.

To join the telephone audio conference, please use the following instructions.

Dial: +1 346 248 7799 OR 877 853 5257 (Toll Free) OR 888 475 4499 (Toll Free)
Webinar ID: 844 6907 1880

You will automatically be muted when joining the conference. To raise your hand or notify the call manager for attention, please dial *9 on your phone during the call. When appropriate the call manger will unmute your line and the system will notify you that you can now participate in public comments.

To view the web presentation or listen to audio without participating, please visit <http://commission.texascitytx.gov>

You will then be redirected to the conference and given instructions to enable viewing. We ask that if you will be joining the telephone conference to speak, please mute your computer audio. When using telephone audio with computer audio on, a feedback loop can be created causing disruptive echoing or a loud static. Disruptive audio will cause your line to be muted by the call manager.

After the meeting, a recording of this meeting's audio will be made available to the public, upon request.

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
Michael Arthur

Public Works

02/28/2011

10 years

Guillermo Marquez	Water Distribution	02/21/2011	10 years
Samantha Massey	Administration	02/04/2011	10 years
Christopher Martinez	Fire	02/22/2006	15 years
Eric Cisneros	Police	02/16/2006	15 years

(5) REPORTS

- (a) Racial Profiling Report (Marshal's Office)
- (b) Financial Quarterly Report (Finance)

(6) PUBLIC COMMENTS

(7) CONSENT AGENDA

- (a) Approve City Commission Minutes for February 3, 2021 meeting. (City Secretary)
- (b) Consider and take action Resolution No. 21-011, approving the purchase, delivery, and installation of treadmills and weight equipment for the Lowry Fitness Center from Comm FIT through Buyboard (Contract No. 502-16), a local government purchasing cooperative. (Recreation & Tourism)

Attachments

Resolution
Attachment

- (c) Consider and take action on Resolution No. 21-012, approving a contract for RFP No. 2021-092 Control System Maintenance and Repair. (Public Works)

Attachments

Exhibit A
Resolution

- (d) Consider and take action on Resolution No. 21-013, approving a contract for Bid No. 2021-395 Water Line Replacement Project - Phase 18. (Public Works)

Attachments

Exhibit A
Resolution

- (e) Consider and take action on Resolution No. 21-014, approving a contract for Bid No. 2021-398 Sanitary Sewer Rehabilitation Project - Phase 20. (Public Works)

Attachments

Exhibit A
Resolution

- (f) Consider and take action on Resolution No. 21-015, approving a contract for Bid No. 2021-396 Rehabilitation of the Godard 1,000,000 Gallon Elevated Storage Tank. (Public Works)

Attachments

Exhibit A
Resolution

- (g) Consider and take action on Resolution No. 21-016, approving a contract for Bid No. 2021-397 Texas Avenue Drainage Improvements Project. (Public Works)

Attachments

Exhibit A
Exhibit B
Resolution

- (h) Consider and take action on Resolution No. 21-017, approving the purchase, delivery, and installation of Playground Units at seven park locations throughout the City from Playpower LT Farmington, Inc. through Buyboard (Contract No. 592-19) - local government purchasing cooperative. (Recreation & Tourism)

Attachments

Resolution
Attachment
Attachment
Attachment
Attachment
Attachment
Attachment
Attachment

- (i) Consider and take action on Resolution No. 21-018, appointing and/ or reappointing members to the Library Board. (Library)

Attachments

Resolution

(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.

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 FEBRUARY 12, 2021, PRIOR TO 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

RHOMARI LEIGH
CITY SECRETARY

CITY COMMISSION REGULAR MTG

(4) (a)

Meeting Date: 02/17/2021

February 2021 Service Awards

Submitted For: Jennifer Price, Human Resources

Submitted By: Susan Sensat, Human Resources

Department: Administration

Information

ACTION REQUEST (Brief Summary)

Service Awards

Michael Arthur	Public Works	02/28/2011	10 years
Guillermo Marquez	Water Distribution	02/21/2011	10 years
Samantha Massey	Administration	02/04/2011	10 years
Christopher Martinez	Fire	02/22/2006	15 years
Eric Cisneros	Police	02/16/2006	15 years

BACKGROUND

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

CITY COMMISSION REGULAR MTG

(7) (b)

Meeting Date: 02/17/2021

Submitted By: Rhomari Jackson, Management Services

Department: Management Services

Information

ACTION REQUEST (Brief Summary)

Consider and take action Resolution No. 21-011, approving the purchase, delivery, and installation of treadmills and weight equipment for the Lowry Fitness Center from Comm FIT through Buyboard (Contract No. 502-16), a local government purchasing cooperative. (Recreation & Tourism)

BACKGROUND

The current treadmills are over 6 years old and weight machines are over 11 years old and are in need of replacement. This replacement would accommodate replacement of half or more of existing inventory. The treadmills will come with 3 years parts and labor warranty and the weight equipment with a 3 year warranty. Funds are available in the FY 2020-2021 Capital Equipment Replacement budget.

ANALYSIS

It is the recommendation of the Parks, Recreation & Tourism Department to award the purchase, delivery and installation treadmills and weight equipment for the Lowry Fitness Center from Comm FIT through Buyboard (contract #502-16) in the amount of \$60,143.00

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

Attachment

RESOLUTION NO. 21-011

A RESOLUTION APPROVING THE PURCHASE, DELIVERY, AND INSTALLATION OF TREADMILLS AND WEIGHT EQUIPMENT FOR THE LOWRY FITNESS CENTER THROUGH BUYBOARD (CONTRACT NO. 502-16), A LOCAL GOVERNMENT PURCHASING COOPERATIVE PROGRAM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas City Recreation and Tourism Department requests the approval of purchase, delivery, and installation of treadmills and weight equipment for the Lowry Fitness Center; and

WHEREAS, funds for this purchase are available through the 2020/2021 Fiscal Year Budget; and

WHEREAS, it is the recommendation of the Recreation and Tourism Department to award the above mentioned item to Comm FIT through BuyBoard (Contract No. 502-16) for the approximate purchase price of \$60,143.00.

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 approves the purchase, delivery, and installation of treadmills and weight equipment for the Lowry Fitness Center from Comm FIT through BuyBoard (Contract No. 502-16), for an approximate price of \$60,143.00, as set out on the quote attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 17th day of February 2021.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

Cybex - R Series Treadmill

Assembly Instructions

4 TREADMILLS



Part Number
1008084-0001 AC

CYBEX[®]



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» Cardio (/products/cardio.aspx) » Treadmills (/products/treadmills.aspx) » R Series Treadmill

R SERIES TREADMILL

Designed for facilities looking to provide intuitive cardio equipment focused on results for exercisers. Rooted in the Cybex history of effective cardio equipment, but with an appealing look and innovative features that cater to exercisers driven by results. Includes a powerful 8 horsepower peak motor, an Interval Training Zone and wireless connection to help facility owners better manage their equipment.

- ▶ IS4 Intelligent Suspension System matches the mechanics of running – soft upon landing, firm in the middle and rigid at toe-off.
- ▶ Interval Training Zone allows for easy speed changes for runners.

Cybex Service Wheel (optional) allows the treadmill to be moved easily during equipment rotation and routine maintenance.

Standard internet connection provides detailed equipment use information, exerciser insights, preventive maintenance alerts and more.

Two console options:

70T Console includes integrated TV, touch screen, and an enhanced exerciser experience.

50L Console offers simplified interaction and a bright LED display.

Sales Inquiry (../contactus/NorthAmerica.aspx) Download Brochure (../Brochures.aspx?sel=Cybex_Cardio)

- » Summary Sheet (https://p.widencdn.net/nqfrhv/Cybex-R-Series-Treadmill-Sell-Sheet-vf)
- » Research Findings (../education/research.aspx)



Gallery Workouts (https://www.cybexintl.com/workouts/)

Console Options (r-series-treadmill-consoles.aspx)

Features (r-series-treadmill.aspx)

Specs (r-series-treadmill-specs.aspx)

Gym Planner (r-series-treadmill.aspx?gymplanner=1)

FEATURES

IS4 INTELLIGENT SUSPENSION SYSTEM

The next generation IS4 Intelligent Suspension System provides a gradual deflection progression leading to "soft" landing on a large portion of the tread area. It matches the mechanics of running— soft upon landing, firm in the middle and rigid at toe-off.

INTERVAL TRAINING ZONE

The Interval Training zone allows for runners to change speeds with just the push of a button, making high-intensity interval training easier for exercisers who want to optimize results.

CYBEX SERVICE WHEEL

Cybex Service Wheel (optional) allows for the treadmill to be moved easily during equipment rotation and routine maintenance.

FIND CYBEX EQUIPMENT AT A FITNESS CENTER NEAR YOU.



RUNNING SURFACE

A low step-up height of just 8-1/2" and running surface area of 21" x 60" accommodates a wide range of exercisers.

DIGITAL FACILITY MANAGEMENT

Halo Fitness Cloud offers one centralized location where fitness facilities can easily manage business operations, communicate with members, plan and schedule fitness programming and more. Choose from three plans and three enhancements, depending upon your facility needs.

Cybox equipment can be found in gyms all over the world.

Go to club locator
(/map/submit-your-gym.aspx)

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 Ryan Rysdam
[@RyanRysdam](#)

Chasing those 500 calories
[#arctrainer](#) [@cybox](#) [#nwfitness](#) [#pdx](#)
[#garagegym](#)



Oct 10, 2019

 LEGACY
[@loyalmusic](#)

24K Magic [B Mix], boomin'.

 [@user](#)

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CYBEX

R-Series 50L Treadmill

Standard HALO Platform (insights into equipment use and traffic patterns)

- Asset management/usage insights on Life Fitness and Cybex cardio equipment
- Product customization
- Software updates
- Service information and proactive maintenance alerts
- Facility heat map
- Facility setup
- Staff setup
- Access included with purchase of LF or Cybex cardio equipment

<https://lifefitness.com/facility/halo/standard-plan>

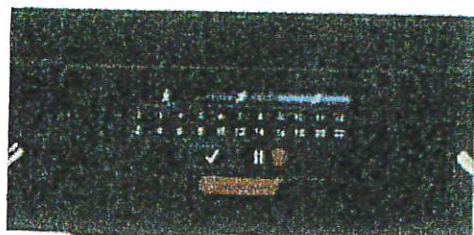
50L Series Treadmill more information

<https://blog.cybexintl.com/products/treadmills/r-series-treadmill-specs.aspx>

R Series

R Series Treadmill

The R Series Treadmill combines an intuitive exerciser experience, results-driven design and an inviting modern aesthetic.



Interval Training Zone allows exercisers to easily change speed at the touch of a button.

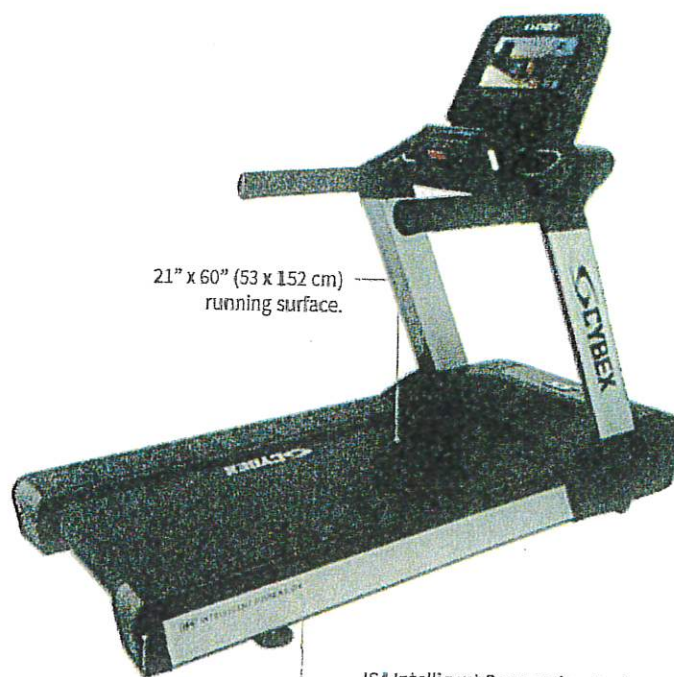


The optional Service Wheel allows for the treadmill to be moved easily during equipment rotation and routine maintenance.



FACILITY MANAGEMENT

Optional internet connection provides detailed equipment use information, exerciser insights and preventive maintenance alerts. Connection also enables remote equipment monitoring, which allows our knowledgeable technicians to alert you in the rare case of a problem, often before you know one exists.



21" x 60" (53 x 152 cm)
running surface.

9.5" (24 cm)
step-up height.

IS4 Intelligent Suspension System matches the mechanics of running. The deck is soft upon landing, firm in the middle and rigid at toe-off.

SPECIFICATIONS

Product Name	R Series Treadmill
Dimensions (L x W x H)	83" x 36" x 62.5" (210 x 91.5 x 159 cm)
Speed	0.5 - 14 mph (0.8 - 23 kph)
Incline Levels	0% - 15%
Belt (L x W)	60" x 22" (152 x 56 cm)
Running Area (L x W)	60" x 21" (152 x 52.5 cm)
Max User Weight	400 lbs (181 kg)
Drive	4.0hp (8.0hp Peak) AC Motor
Power	120V, 20A or 230V, 10A (varies by country) outlet with dedicated line, neutral, ground wires and dedicated circuit breaker Japan: 100V, 20A or 200V, 10A outlet with dedicated line, neutral, ground wires and dedicated circuit breaker.
Entertainment Options	MYE and attachable TV option for 50L Console
Charging	USB port for software updates & device charging
Compliance	TUV CUE certificate to UL1647, CSA C22.2-60335-1, IEC60335-1; EN ISO 20957-1, EN 957-6, FCC Class A (domestic), CE General Product Safety, Low Voltage, EMC and RoHS Directives, ASTM
Heart Rate Monitoring	Contact Ergo Handles
Safety	Emergency Stop System and Safety Stop Pull Cord
Color	Platinum Sparkle
Warranty	Mechanical: 1 year Labor: 1 year Cosmetics: 6 months Frame and motor: 7 years

CommFIT



TREADMILLS

525T	Consumer	7	1	10	Drive Motor - 10 years, Belt and Deck - 1 year parts and labor, Embedded monitor - 2 years
625T, 770T, 790T	Consumer	7	3	10	Drive Motor - 10 years, Belt and Deck - 3 year parts and labor, Touch Screen - 3 years and 1 year labor, E3 Monitor or Cybex Go Touch Screen Monitor - 2 years parts and 1 year labor, Embedded Receiver - 3 years and 1 year labor, Power cords, Power Inlets, Headphone Jack - 90 days.
525T	Entry Commercial	5	2	10	Belt and Deck - 1 year parts and labor, Embedded Monitor - 2 years parts and 1 year labor, Embedded Receiver - 3 years and 1 year labor, Power cords, Power Inlets, Headphone Jack - 90 days.
625T	Entry Commercial	3	3	10	Belt and Deck - 3 year parts and labor, Embedded Monitor - 2 years parts and 1 year labor, Embedded Receiver - 3 years and 1 year labor, Power cords, Power Inlets, Headphone Jack - 90 days.
770T, 790T	Entry Commercial	5	3	10	Belt and Deck - 3 year parts and labor, Touch Screen - 3 years and 1 year labor, E3 Monitor or Cybex Go Touch Screen Monitor - 2 years parts and 1 year labor, Embedded Receiver - 3 years and 1 year labor, Power cords, Power Inlets, Headphone Jack - 90 days.
525T	Full Commercial	1	1	10	Belt and Deck - 6 months, Embedded Monitor - 2 years parts and 1 year labor, Embedded Receiver - 3 years and 1 year labor, Power cords, Power Inlets, Headphone Jack - 90 days.
625T	Full Commercial	3	1	10	Belt and Deck - 1 year parts and labor, Embedded Monitor - 2 years parts and 1 year labor, Embedded Receiver - 3 years and 1 year labor, Power cords, Power Inlets, Headphone Jack - 90 days.
770T, 790T	Full Commercial	5	2	10	Belt and Deck - 1 year parts and labor, Touch Screen - 3 years and 1 year labor, E3 Monitor or Cybex Go Touch Screen Monitor - 2 years parts and 1 year labor, Embedded Receiver - 3 years and 1 year labor, Power cords, Power Inlets, Headphone Jack - 90 days.

STRENGTH

Eagle NX, Prestige, VR1, Bravo, FT-325, Big Iron, Plate Loaded, Free Weight, Modular, MG-525	Commercial	2	1	10	120 Days Belts and Cables, Grips and Upholstery
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1. For complete warranty details, please refer to the Limited Warranty that accompanies the product.
2. Products sold or moved outside the borders of the continental U.S. of America and Canada are subject to the terms provided by the local distributor and are not covered under this warranty.
3. Structural refers to the main supporting frame.
4. NA means Not Applicable.



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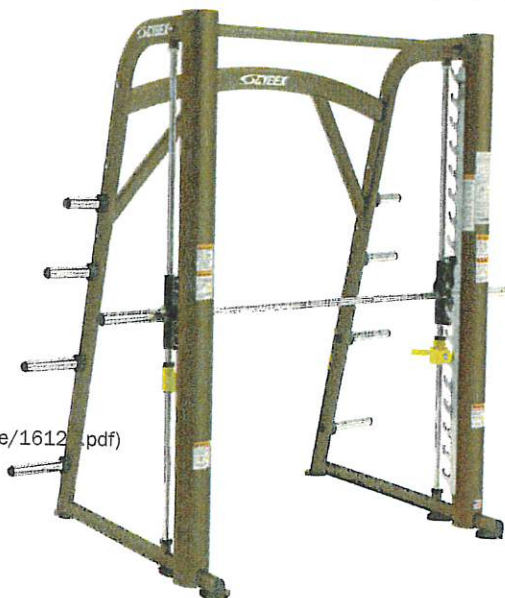
[» Strength \(/products/strength.aspx\)](#) [» Plate Loaded \(/products/plate-loaded.aspx\)](#) [» Smith Press](#)

SMITH PRESS ADVANCED TRAINING PLATE LOADED

- ▶ Cybex science and design in a plate loaded line.
- ▶ Who said hard core has to be intimidating?
- ▶ Built tough to keep looking new.

Sales Inquiry (<contactus/NorthAmerica.aspx>) [Download Brochure \(products/Brochures.aspx?sel=Cybex_Strength\)](#)

[Summary Sheet \(https://embed.widencdn.net/pdf/plus/lifelitness/hojlmgnkme/1612...pdf\)](#)



Gallery

[Features \(plate-loaded-smith-press.aspx\)](#)

[Specs \(plate-loaded-smith-press-specs.aspx\)](#)

[Colors \(plate-loaded-smith-press-color.aspx\)](#)

FEATURES

- Open, walk-through design for easy roll through access for benches.
- Fifteen-pound take-off weight allows users of all levels the ability to exercise.
- The 90° path of motion for adaptability to all exercises.
- 18 bar and catch hooks adjust in four-inch increments.

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Cybex equipment can be found in gyms all over the world.

[Go to club locator \(/map/submit-your-gym.aspx\)](#)

Prestige® Prone Leg Curl

Owner's Manual



Part Number
21140-999-4 AC

CYBEX®



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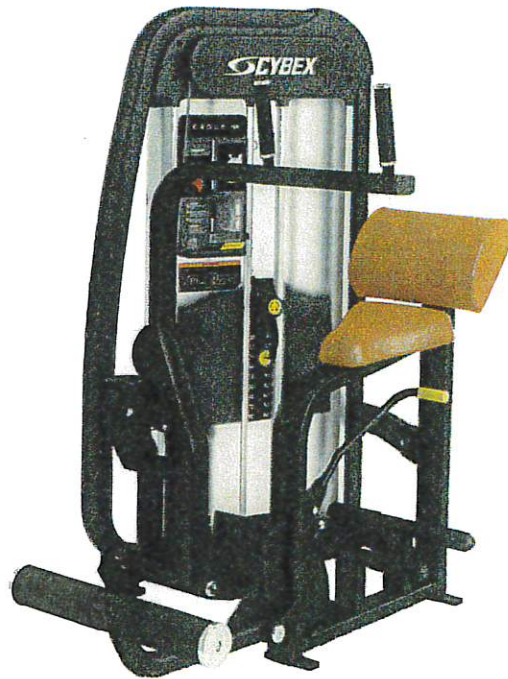
ABDOMINAL RESTYLED. REFINED. REIMAGINED. EAGLE NX

Eagle has always stood as the benchmark for excellence in strength machines. Now we're redefining what it means to be the best with refined movements, restyled aesthetics, and reimagined user features. The Eagle NX (<http://www.cybexintl.com/products/eagle-nx.aspx>) is made up of fifteen premium and unique pieces of strength training equipment (<http://www.cybexintl.com/products/strength.aspx>) designed to transform your facility and their workouts.

- ▶ Innovative design isolates abdominal muscles and allows different body types to enjoy a comfortable range of motion
- ▶ Counterbalance mechanism offsets the user's trunk weight for more consistent loading and greater effectiveness
- ▶ Patented pelvic stabilization eliminates hip flexor involvement while rear foot pegs provide for expanded training variation

[Sales Inquiry \(/contactus/NorthAmerica.aspx\)](#) [Download Brochure \(/Brochures.aspx?sel=Cybex_Strength\)](#)

» [Summary Sheet \(/p.widencdn.net/g7uihs/20090_new\)](#)



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[User Amenities \(abdominal-user-amenities.aspx\)](#)

[Features \(abdominal.aspx\)](#)

[Specs \(abdominal-specs.aspx\)](#)

[Video \(abdominal-video.aspx\)](#)

[Related Products \(abdominal-related.aspx\)](#)

FEATURES

REALLY DIFFERENT

▶ No competitor even comes close. A unique patented Cybex's innovative strength design (<https://www.cybexintl.com/videogallery/default.aspx?video=16000028>) isolates the abs in a way other machines do not. Because the design has taken hip flexors, arms, and shoulders out of the movement, the resulting exercise is completely focused on the abdominal muscles. The easy-access with no restricting pads makes the Eagle NX Abdominal one of the most popular pieces on the gym floor.

FULL RANGE OF MOTION

The unique movement pattern and counterbalance system offset the mass of the user's upper body so that the user gets more effective resistance through the full range of motion. Additionally, the hip pad includes a lumbar curved

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» [Chest Press](#)

CHEST PRESS

SUPERIOR DESIGN FOR EVERY BODY.

PRESTIGE STRENGTH VRS

Independent arms on the Prestige Chest Press allow for balanced strength development for unparalleled training results.

- ▶ Converging path of motion allows for a more complete range of movement for unparalleled training results.
- ▶ Independent arms offer balanced strength development and bilateral reciprocal training.
- ▶ Extra-sized grips reduce pressure on the hands for greater comfort when pressing.

[Sales Inquiry \(.../contactus/NorthAmerica.aspx\)](#) [Download Brochure \(.../Brochures.aspx?sel=Cybox_Strength\)](#)

▶ [Summary Sheet \(https://p.widencdn.net/uxtyvu/21000\)](https://p.widencdn.net/uxtyvu/21000)



Gallery

[User Amenities \(chest-press-user-amenities.aspx\)](#)

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[Specs \(chest-press-specs.aspx\)](#)

[Related Products \(chest-press-related.aspx\)](#)

[Colors \(chest-press-color.aspx\)](#)

FEATURES

CONVERGING PATH OF MOTION

- ▶ Converging path of motion allows for a more complete range of movement for unparalleled training results.

INDEPENDENT ARMS

Independent arms offer balanced strength development and bilateral reciprocal training.

COMFORTABLE POSITIONING

Gas-spring-assisted seat and spring-assisted back pad make it easy for users to get a natural and comfortable workout.

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» [Strength \(/products/strength.aspx\)](#) » [Selectorized \(/products/selectorized.aspx\)](#) » [Prestige Strength VRS \(/products/prestige-strength.aspx\)](#)
» [Arm Extension](#)

ARM EXTENSION SUPERIOR DESIGN FOR EVERY BODY. PRESTIGE STRENGTH VRS

Grips adjust automatically on the Prestige Arm Extension, assisting in a comfortable, effective workout for every body.

- ▶ Grips adjust automatically to accommodate all forearm lengths.
- ▶ Adjustable, angled back pad stabilizes torso.
- ▶ Gas-spring-assisted seat makes it easy for users to get a natural and comfortable workout.

[Sales Inquiry \(././contactus/NorthAmerica.aspx\)](#) [Download Brochure \(./Brochures.aspx?sel=Cybex_Strength\)](#)

▶ [Summary Sheet \(https://p.widencdn.net/p0g9by/21080\)](https://p.widencdn.net/p0g9by/21080)



Gallery

[User Amenities \(arm-extension-user-amenities.aspx\)](#)

[Features \(arm-extension.aspx\)](#)

[Specs \(arm-extension-specs.aspx\)](#)

[Related Products \(arm-extension-related.aspx\)](#)

[Colors \(arm-extension-color.aspx\)](#)

FEATURES

ACCOMMODATES ALL FOREARM LENGTHS

Grips adjust automatically to accommodate all forearm lengths.

STABLE TORSO DURING WORKOUT

Adjustable, angled back pad stabilizes torso.

COMFORTABLE POSITIONING

Gas-spring-assisted seat makes it easy for users to get a natural and comfortable workout.

FIND CYBEX EQUIPMENT AT A FITNESS CENTER NEAR YOU.



Cybex equipment can be found in gyms all over the world.

[Go to club locator \(/map/submit-your-gym.aspx\)](#)



PULLDOWN

SUPERIOR DESIGN FOR EVERY BODY.

PRESTIGE STRENGTH VRS

The Prestige Pulldown offers barbell and neutral grips for a diverging path of motion, allowing for optimal training results from a more complete range of movement.

- ▶ Diverging path of motion invites a more complete range of movement for optimal training results.
- ▶ Independent arms offer balanced strength development and bilateral reciprocal training.
- ▶ Adjustable thigh pad optimizes experience for different body types and strength levels.

Sales Inquiry (../contactus/NorthAmerica.aspx) Download Brochure (../Brochures.aspx?sel=Cybox_Strength)

Summary Sheet (https://p.widencdn.net/slvkox/21020)



Gallery

User Amenities (pull-down-user-amenities.aspx)

Features (pull-down.aspx)

Specs (pull-down-specs.aspx)

Related Products (pull-down-related.aspx)

Colors (pull-down-color.aspx)

FEATURES

OPTIMAL TRAINING RESULTS

▶ Diverging path of motion invites a more complete range of movement for optimal training results.

INDEPENDENT ARMS

Independent arms offer balanced strength development and bilateral reciprocal training.

MULTIPLE GRIPS

Barbell and neutral grips provide multiple grip options.

COMFORTABLE POSITIONING

Adjustable thigh pad optimizes experience for different body types and strength levels.

FIND CYBEX EQUIPMENT AT A FITNESS CENTER NEAR YOU.



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Search

[» Strength \(/products/strength.aspx\)](#) [» Selectorized \(/products/selectorized.aspx\)](#) [» Prestige Strength VRS \(/products/prestige-strength.aspx\)](#)
[» Row](#)

ROW

SUPERIOR DESIGN FOR EVERY BODY.

PRESTIGE STRENGTH VRS

A diverging path of motion invites a more complete range of motion, allowing for optimal training results, with variable resistance that closely matches user's capability throughout the range of motion.

- ▶ Diverging path of motion invites a more complete range of movement for optimal training results.
- ▶ Independent arms offer balanced strength development and bilateral reciprocal training.
- ▶ Variable resistance closely matches user's capability throughout the range of motion.

[Sales Inquiry \(./../contactus/NorthAmerica.aspx\)](#) [Download Brochure \(./Brochures.aspx?sel=Cybex_Strength\)](#)

[Summary Sheet \(https://p.widencdn.net/wtwpor/21030\)](https://p.widencdn.net/wtwpor/21030)



Gallery

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[Features \(row.aspx\)](#)

[Specs \(row-specs.aspx\)](#)

[Related Products \(row-related.aspx\)](#)

[Colors \(row-color.aspx\)](#)

FEATURES

OPTIMAL TRAINING RESULTS

- ▶ Diverging path of motion invites a more complete range of movement for optimal training results.

INDEPENDENT ARMS

Independent arms offer balanced strength development and bilateral reciprocal training.

DESIGNED TO MATCH CAPABILITY

Variable resistance closely matches user's capability throughout the range of motion.

SLEEK PROFILE

Bottom pivot design creates a low profile look.

ENHANCED STABILITY

Adjustable chest pad and footbar provide additional stability.

COMFORTABLE POSITIONING

Gas-spring-assisted seat makes it easy for users to get a natural and comfortable workout.

FIND CYBEX EQUIPMENT AT A FITNESS CENTER NEAR YOU.



Cybex equipment can be found in gyms all over the world.

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» Strength (/products/strength.aspx) » Selectorized (/products/selectorized.aspx) » Prestige Strength VRS (/products/prestige-strength.aspx) » Overhead Press

OVERHEAD PRESS SUPERIOR DESIGN FOR EVERY BODY. PRESTIGE STRENGTH VRS

The converging path of motion allows for a complete range of movement, with independent arms that offer balanced strength development and bilateral reciprocal training.

- ▶ Converging path of motion allows for a more complete range of movement for unparalleled training results.
- ▶ Independent arms offer balanced strength development and bilateral reciprocal training.
- ▶ Standard and neutral grips provide multiple grip choices.

Sales Inquiry (../contactus/NorthAmerica.aspx) Download Brochure (../Brochures.aspx?sel=Cybex_Strength)

» Summary Sheet (https://p.widencdn.net/w9insa/21010)



Gallery

User Amenities (overhead-press-user-amenities.aspx)

Features (overhead-press.aspx)

Specs (overhead-press-specs.aspx)

Related Products (overhead-press-related.aspx)

Colors (overhead-press-color.aspx)

FEATURES

CONVERGING PATH OF MOTION

Converging path of motion allows for a more complete range of movement for unparalleled training results.

INDEPENDENT ARMS

Independent arms offer balanced strength development and bilateral reciprocal training.

COMFORTABLE POSITIONING

Gas-spring-assisted seat makes it easy for users to get a natural and comfortable workout.

MULTIPLE GRIPS

Standard and neutral grips provide multiple grip choices.

EXTRA-SIZED GRIPS

Extra-sized grips reduce pressure on the hands for greater comfort when pressing.

FIND CYBEX EQUIPMENT AT A FITNESS CENTER NEAR YOU.



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Go to club locator (/map/submit-your-gym.aspx)



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Search

» [Strength \(/products/strength.aspx\)](#) » [Selectorized \(/products/selectorized.aspx\)](#) » [Eagle NX: Restyled. Refined. Reimagined. \(/products/eagle-nx.aspx\)](#) » [Chest Press](#)

CHEST PRESS

RESTYLED. REFINED. REIMAGINED.

EAGLE NX

Eagle has always stood as the benchmark for excellence in strength machines. Now we're redefining what it means to be the best with refined movements, restyled aesthetics, and reimagined user features. The Eagle NX (<http://www.cybexintl.com/products/eagle-nx.aspx>) is made up of fifteen premium and unique pieces of strength training equipment (<http://www.cybexintl.com/products/strength.aspx>) designed to transform your facility and their workouts.

- ▶ **Dual Axis Technology®** (<http://www.cybexintl.com/vidiogallery/default.aspx?video=16000028>) allows the user to train with confidence in machine-defined movements or progress to more advanced user-defined movements
- ▶ The converging path of motion allows the user to train through a more complete range of movement and achieve better results
- ▶ Independent arms provide for balanced strength development and add training variety
- ▶ Gas-assisted seat and back pad can easily be adjusted from the seated position allowing different body types to enjoy a comfortable range of motion

[Sales Inquiry \(/contactus/NorthAmerica.aspx\)](#) [Download Brochure \(/Brochures.aspx?sel=Cybox_Strength\)](#)

» [Summary Sheet \(/p.widencdn.net/a2cp6i/20000_new\)](#)



Gallery

[User Amenities \(chest-press-user-amenities.aspx\)](#)

[Features \(chest-press.aspx\)](#)

[Specs \(chest-press-specs.aspx\)](#)

[Video \(chest-press-video.aspx\)](#)

[Related Products \(chest-press-related.aspx\)](#)

FEATURES

VARIETY & VERSATILITY

Select a pattern of motion, or let the machine do it for you. Dual Axis Technology® (<https://www.cybexintl.com/vidiogallery/default.aspx?video=16000028>) is a Cybex patented strength training mechanism that provides variety and versatility for the most complete workout. Standard selectorized equipment trains muscles from a single direction that is defined only by the machine. Using our unique Dual Axis Technology® the Eagle NX Chest Press offers the option to train in either the machine-defined pattern of motion, or to move in a different pattern - one defined completely by the user.

NO TWO ARMS ARE ALIKE

FIND CYBEX EQUIPMENT AT A FITNESS CENTER NEAR YOU.





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[» Strength \(/products/strength.aspx\)](#) [» Selectorized \(/products/selectorized.aspx\)](#) [» Prestige Strength VRS \(/products/prestige-strength.aspx\)](#)
[» Triceps Press](#)

TRICEPS PRESS

SUPERIOR DESIGN FOR EVERY BODY.

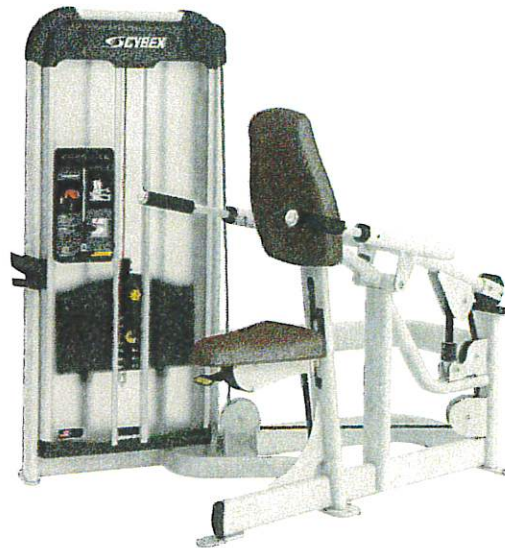
PRESTIGE STRENGTH VRS

Comfort is optimized on the Prestige Triceps Press, with a unique design that allows for stability without a seat belt, and a design that easily accommodates various body sizes and movements for the user.

- ▶ Forward tilted back pad provides stability without the use of a seat belt.
- ▶ Extra-sized grips reduce pressure on the hands for greater comfort.
- ▶ Dual grip positions accommodate various body sizes and movements.

[Sales Inquiry \(././contactus/NorthAmerica.aspx\)](#) [Download Brochure \(././Brochures.aspx?sel=Cybex_Strength\)](#)

[Summary Sheet \(https://p.widencdn.net/qflnyj/21180\)](https://p.widencdn.net/qflnyj/21180)



Gallery

[User Amenities \(triceps-press-user-amenities.aspx\)](#)

[Features \(triceps-press.aspx\)](#)

[Specs \(triceps-press-specs.aspx\)](#)

[Related Products \(triceps-press-related.aspx\)](#)

[Colors \(triceps-press-color.aspx\)](#)

FEATURES

STABILITY WITHOUT SEAT BELT

Forward tilted back pad provides stability without the use of a seat belt.

▶ REDUCED PRESSURE ON HANDS

Extra-sized grips reduce pressure on the hands for greater comfort.

ACCOMMODATES VARIOUS BODY SIZES

Dual grip positions accommodate various body sizes and movements.

COMFORTABLE POSITIONING

Gas-spring-assisted seat makes it easy for users to get a natural and comfortable workout.

FIND CYBEX EQUIPMENT AT A FITNESS CENTER NEAR YOU.



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» Strength (/products/strength.aspx) » Selectorized (/products/selectorized.aspx) » Eagle NX: Restyled. Refined. Reimagined. (/products/eagle-nx.aspx) » Calf

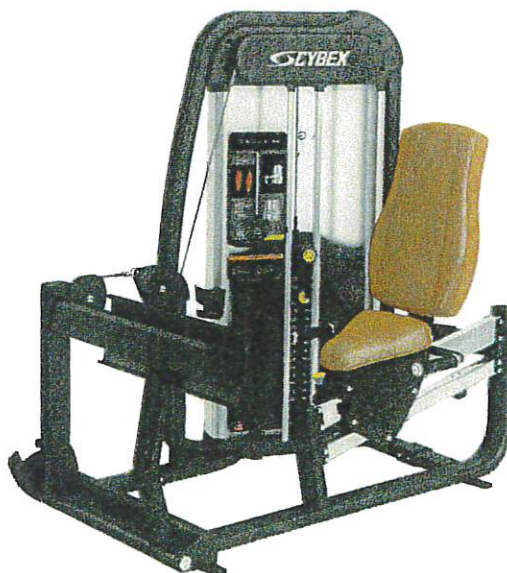
CALF RESTYLED. REFINED. REIMAGINED. EAGLE NX

Eagle has always stood as the benchmark for excellence in strength machines. Now we're redefining what it means to be the best with refined movements, restyled aesthetics, and reimagined user features. The Eagle NX (<http://www.cybexintl.com/products/eagle-nx.aspx>) is made up of fifteen premium and unique pieces of strength training equipment (<http://www.cybexintl.com/products/strength.aspx>) designed to transform your facility and their workouts.

- ▶ Supports Natural Movement: Descending path of motion allows foot to move in a natural manner.
- ▶ Seated Exercise Position: Directs force through hip rather than shoulder and minimizes spinal compression.
- ▶ Curved Footplate: Trains the mid-foot to accept load for a greater training effect.

Sales Inquiry (<http://www.cybexintl.com/contactus/NorthAmerica.aspx>) Download Brochure (http://www.cybexintl.com/Brochures.aspx?sel=Cybox_Strength)

Summary Sheet (https://p.widencdn.net/ctsqyn/20120_new)



Gallery

User Amenities ([calf-user-amenities.aspx](http://www.cybexintl.com/calf-user-amenities.aspx))

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Specs ([calf-specs.aspx](http://www.cybexintl.com/calf-specs.aspx))

Video ([calf-video.aspx](http://www.cybexintl.com/calf-video.aspx))

Related Products ([calf-related.aspx](http://www.cybexintl.com/calf-related.aspx))

Colors ([calf-color.aspx](http://www.cybexintl.com/calf-color.aspx))

FEATURES

SUPPORTS NATURAL MOVEMENT

The descending path of motion allows foot to move in a natural manner.

SEATED EXERCISE POSITION

The seated exercise position of the Eagle NX Calf directs force through hip rather than shoulder and minimizes spinal compression.

CURVED FOOTPLATE

Trains the mid-foot to accept load for a greater training effect.

FIND CYBEX EQUIPMENT AT A FITNESS CENTER NEAR YOU.



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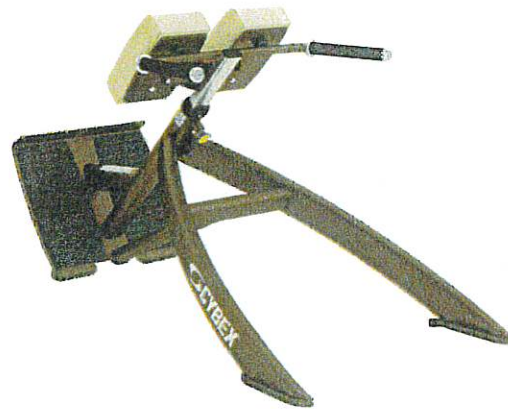
[» Strength \(/products/strength.aspx\)](#) [» Free Weights \(/products/free-weights.aspx\)](#) [» 45° Back Extension](#)

45° BACK EXTENSION TRADITIONAL STRENGTH FREE WEIGHTS

- ▶ Cybex science and design in a free weight line.
- ▶ Who said hard core has to be intimidating?
- ▶ Built tough to keep looking new.

Sales Inquiry (<contactus/NorthAmerica.aspx>) Download
Brochure (products/Brochures.aspx?sel=Cybex_Strength)

[Summary Sheet \(https://p.widencdn.net/axxafm/2\)](https://p.widencdn.net/axxafm/2)



Gallery

[Features \(free-weights-45-back-extension.aspx\)](#)

[Specs \(free-weights-45-back-extension-specs.aspx\)](#)

[Colors \(free-weights-45-back-extension-color.aspx\)](#)

FEATURES

Unique pivoting thigh pad provides relief for the knee joint enhancing both comfort and safety.

The 45° angle provides close alignment of strength curve for the low back and hamstrings.

Adjustment range of 13.5" (34 CM) accommodates users of all sizes.

**FIND CYBEX
EQUIPMENT AT A
FITNESS CENTER
NEAR YOU.**



Cybex equipment can be found in gyms all over the world.

**Go to club locator
(/map/submit-your-gym.aspx)**

CITY COMMISSION REGULAR MTG

(7) (c)

Meeting Date: 02/17/2021

RFP # 2021-092 Control System Maintenance and Repair

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

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve and award a contract for RFP # 2021-092 Control System Maintenance and Repair.

BACKGROUND

On January 20th and 27th, 2021, RFP# 2021-092 Control System Maintenance and Repair, was advertised and proposals were solicited from the local area. Proposals were due on February 3, 2021 at 2:00 p.m..

One proposal was received meeting all requirements from K-2 Services, LLC in Rosenberg Texas and is attached for your review.

ANALYSIS

We have worked with K-2 on several SCADA installation projects as well some repair and maintenance, and find them to be reputable and dependable. Therefore, it is the recommendation of the Public Works Department to award a contract for RFP # 2021-092 Control System Maintenance and Repair to K-2 Services, LLC for the unit price quoted in the attached proposal, and that the Mayor be authorized to execute a contract on behalf of the City Commission.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A
Resolution



(832) 382-3434

24200 SW FREEWAY
STE 402-357
ROSENBERG, TX 77471

K2@K2SVC.COM

CUSTOMER:	City of Texas City	DATE:	02.01.2021
ATTN:	Corbin Ballast, Calvin Bremer, Jason Baecker	QUOTE #:	8709
LOCATION:	Water Plants, Wastewater Plant and Remote Sites	FROM:	Dusty O'Day
RE:	SCADA and Control Systems Maintenance Contract		

K2 Services, LLC would like to propose the following for your review and consideration.

ITEM NO.1:

Semi-Annual calibration, repair, replacement and testing of instruments, VTScada system, and controls at all Water Plants and remote water sites, including reducing stations.

PRICE FOR ITEM NO.1 **\$24,650.00**

ITEM NO. 2:

Semi-Annual calibration, repair, replacement and testing of instruments and controls at Wastewater main plant and remote Lift stations sites. Systems integration, PLC maintenance and VTScada maintenance.

PRICE FOR ITEM NO.2 **\$28,440.00**

NOTES AND EXCEPTIONS: Items not explicitly called out or specified are not included.

DELIVERY: Estimated 7-10 business days after receipt of signed quote or written purchase order and/or approved drawings, unless other delivery arrangements have been approved by K2 Services, LLC in writing.

F.O.B.: K2 Services, LLC (Sugarland, TX). Prices valid for thirty (30) days and are exclusive of any applicable taxes, duties, or tariffs.

PAYMENT TERMS: Net 30 days from date of invoice, with approved credit

CONTRACT TERMS: Terms of proposal shall adhere to The Company's standard terms and conditions. The Company's standard terms and conditions are included with proposal and are available by request.

X 
K2 Services Authorized Rep Signature

X _____
Customer Approval
Sign and Date





(832) 382-3434

24200 SW FREEWAY
STE 402-357
ROSENBERG, TX 77471

K2@K2SVC.COM

CUSTOMER:	City of Texas City	DATE:	02.01.2021
ATTN:	Corbin Ballast, Calvin Bremer, Jason Baecker	QUOTE #:	8709
LOCATION:	Water Plants, Wastewater Plant and Remote Sites	FROM:	Dusty O'Day
RE:	SCADA and Control Systems Maintenance Contract		

K2 Services, LLC would like to propose the following for your review and consideration.

ITEM NO.3:

Emergency Call Out, Scheduled Short Notice Repairs, Nights, Weekends, and Holidays (Overtime Rate).
24 Hr. / 365-day telephone support for maintenance or operational assistance and training.

PRICE FOR ITEM NO.3 \$234.00/Hr.

ITEM NO. 4:

Hourly rate for non-covered repair Systems Integration / Supervision.

PRICE FOR ITEM NO.4 \$156.00/Hr.

NOTES AND EXCEPTIONS: Items not explicitly called out or specified are not included.

DELIVERY: Estimated 7-10 business days after receipt of signed quote or written purchase order and/or approved drawings, unless other delivery arrangements have been approved by K2 Services, LLC in writing.

F.O.B.: K2 Services, LLC (Sugarland, TX). Prices valid for thirty (30) days and are exclusive of any applicable taxes, duties, or tariffs.

PAYMENT TERMS: Net 30 days from date of invoice, with approved credit

CONTRACT TERMS: Terms of proposal shall adhere to The Company's standard terms and conditions. The Company's standard terms and conditions are included with proposal and are available by request.

X 
K2 Services Authorized Rep Signature

X _____
Customer Approval
Sign and Date





(832) 382-3434

24200 SW FREEWAY
STE 402-357
ROSENBERG, TX 77471

K2@K2SVC.COM

CUSTOMER:	City of Texas City	DATE:	02.01.2021
ATTN:	Corbin Ballast, Calvin Bremer, Jason Baecker	QUOTE #:	8709
LOCATION:	Water Plants, Wastewater Plant and Remote Sites	FROM:	Dusty O'Day
RE:	SCADA and Control Systems Maintenance Contract		

K2 Services, LLC would like to propose the following for your review and consideration.

ITEM NO.5:

Hourly rate for Instrument Repair Technician.

PRICE FOR ITEM NO.5 \$86.00/Hr.

ITEM NO. 6:

Hourly rate for Apprentice / Helper.

PRICE FOR ITEM NO.6 \$56.00/Hr.

NOTES AND EXCEPTIONS: Items not explicitly called out or specified are not included.

DELIVERY: Estimated 7-10 business days after receipt of signed quote or written purchase order and/or approved drawings, unless other delivery arrangements have been approved by K2 Services, LLC in writing.

F.O.B.: K2 Services, LLC (Sugarland, TX). Prices valid for thirty (30) days and are exclusive of any applicable taxes, duties, or tariffs.

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X 
K2 Services Authorized Rep. Signature

X _____
Customer Approval
Sign and Date





(832) 382-3434

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STE 402-357
ROSENBERG, TX 77471

K2@K2SVC.COM

CUSTOMER:	City of Texas City	DATE:	02.01.2021
ATTN:	Corbin Ballast, Calvin Bremer, Jason Baecker	QUOTE #:	8709
LOCATION:	Water Plants, Wastewater Plant and Remote Sites	FROM:	Dusty O'Day
RE:	SCADA and Control Systems Maintenance Contract		

K2 Services, LLC would like to propose the following for your review and consideration.

ITEM NO.7:

Mark-up cost of materials.

PRICE FOR ITEM NO.7 15.0%

ITEM NO. 8:

Cost to deliver materials.

PRICE FOR ITEM NO.8 Freight + 15.0%

ITEM NO. 9:

Days to deliver equipment and materials.

TIME FRAME FOR ITEM NO.9 0 – 2 Business Days

NOTES AND EXCEPTIONS: Items not explicitly called out or specified are not included.

DELIVERY: Estimated 7-10 business days after receipt of signed quote or written purchase order and/or approved drawings, unless other delivery arrangements have been approved by K2 Services, LLC in writing.

F.O.B.: K2 Services, LLC (Sugarland, TX). Prices valid for thirty (30) days and are exclusive of any applicable taxes, duties, or tariffs.

PAYMENT TERMS: Net 30 days from date of invoice, with approved credit

CONTRACT TERMS: Terms of proposal shall adhere to The Company's standard terms and conditions. The Company's standard terms and conditions are included with proposal and are available by request.

X 
K2 Services Authorized Rep Signature

X _____
Customer Approval
Sign and Date



RESOLUTION NO. 21-015

A RESOLUTION APPROVING A CONTRACT FOR RFP NO. 2021-092 CONTROL SYSTEM MAINTENANCE AND REPAIR; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, on January 20, 2021 and January 27, 2021. Request for Proposals (RFP) were advertised and proposals were solicited from local area vendors; and

WHEREAS, proposals were due February 3, 2021, at 2:00 p.m. The proposal meeting all requirements was received from K-2 Services, LLC, Rosenberg, Texas.

WHEREAS, the Public Works Department recommends that RFP 2021-092 Control System Maintenance and Repairs be awarded to K-2 Services, LLC.

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 RFP 2021-092 Control System Maintenance and Repairs be awarded to K-2 Services, LLC.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with K-2 Services, LLC for the respective unit prices bid in **Exhibit "A"** attached hereto and made a part hereof for all intents and purposes and to approve change orders not to exceed 25.0% of the total contract without taking the matter before the City Commission.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 17th day of February 2021.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (d)

Meeting Date: 02/17/2021

Bid # 2021-395 Water Line Replacement Project - Phase 18

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

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve and award a contract for bid number 2021-395 Water Line Replacement Project - Phase 18

BACKGROUND

A notice to bidders was published on January 12, 2021 and again January 19, 2021. Bid packets were made available to local area vendors vis CIVCASTUSA. Bids were received and opened on January 28, 2021 at 11:00 a.m..

The lowest responsible bidder meeting all specifications is Lopez Utilities Contractor, LLC for the total amount bid \$1,040,995.00

A letter of recommendation with bid tabulation is attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department to award bid number 2021-395 to Lopez Utilities Contractor, LLC., for the total bid amount of \$1,040,995.00, and that the Mayor be authorize to execute a contract on behalf of the City Commission. It is further recommended that the Mayor 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

Exhibit A
Resolution



February 5, 2021

Mr. Corbin Ballast
Director of Utilities
City of Texas City
911 Highway 146 North
Texas City, Texas 77590

Re: **Letter of Recommendation for Water Line Replacement Project – Phase 18
BID #2021-395**
City of Texas City
ARKK Job No. 20-039

Dear Mr. Ballast:

On January 28, 2021, five (5) bids were received for the above referenced project. This project involves the replacement of existing water lines at locations throughout the City. Following is a summary of our bid evaluation:

1. Bid Tabulation Sheet – Five (5) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities. The project was bid with a base bid and three (3) Add Alternates. Add Alternate No. 1 includes approximately 820 L.F. of 8” water line, fire hydrants, connections and all labor, equipment, materials, and incidentals required for the work. Add Alternate No. 2 includes the installation of two (2) 14” cut-in valves. Add Alternate No. 3 includes the installation of one (1) 14” cut-in valve and all labor, equipment, materials, and incidentals required for the work.
2. As discussed with the City of Texas City, the Base Bid, and Add Alternates No. 1, 2, and 3 were utilized as a basis for award of the contract. The bids for the project (Base Bid + Add Alternate No. 1 + Add Alternate No. 2 + Add Alternate No. 3) are as follows:

<u>Bidder</u>	<u>Total Bid</u>
Lopez Utilities Contractor, LLC	\$1,040,995.00*
G & A Borning Directional, LLC	\$1,197,375.00
Resicom, Inc.	\$1,199,794.00
D.L. Elliott Enterprises, Inc.	\$1,357,725.00
AR Turnkee Construction Company, Inc.	\$1,622,408.00

*Adjusted due to mathematical error

3. Qualifications and References – Lopez Utilities Contractor, LLC submitted a List of Qualifications, Subcontractors and Major Suppliers for this project. Lopez Utilities Contractor, LLC has also worked on previous Water Line Replacement Projects for the City including Water Line Replacement Project - Phase 13 (completed in 2015), and Phase 14 (completed in 2016). Lopez Utilities Contractor, LLC has completed the work in a satisfactory manner. Lopez Utilities Contractor, LLC's personnel are familiar with the City's requirements and expectations. Lopez Utilities have indicated that they have the personnel and experience to complete the work and are planning to complete the work successfully.

Lopez Utilities Contractor, LLC 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 **Water Line Replacement Project – Phase 18 to Lopez Utilities Contractor, LLC for a total amount of \$1,040,995.**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



Mr. Madhu Kilambi, P.E.
Senior Project Manager

Cc: Mr. Jack Haralson – City of Texas City

RESOLUTION NO. 21-013

A RESOLUTION APPROVING BID NUMBER 2021-395 WATER LINE REPLACEMENT PROJECT – PHASE 18; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the “Notice to Bidders” was published on January 12, 2021 and January 19, 2021. Bids packets were made available via CivCast USA for Bid No. 2021-395 Water Line Replacement Project – Phase 18; and

WHEREAS, bids were opened January 28, 2021, at 11:00 a.m. The low responsible bid meeting all the specifications was received from Lopez Utilities Contractor, LLC for the total bid amount of \$1,040,995.00; and

WHEREAS, the Public Works Department recommends that 2021-395 Water Line Replacement Project – Phase 18 be awarded to Lopez Utilities Contractor, LLC.

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 2021-395 Water Line Replacement Project – Phase 18 be to Lopez Utilities Contractor, LLC.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Lopez Utilities Contractor, LLC for the respective unit prices bid in **Exhibit “A”** attached hereto and made a part hereof for all intents and purposes and to approve change orders not to exceed 25.0% of the total contract without taking the matter before the City Commission.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 17th day of February 2021.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (e)

Meeting Date: 02/17/2021

Bid # 2021-398 Sanitary Sewer Rehabilitation Project - Phase 20

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

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve and award a contract for bid # 2021-398 Sanitary Sewer Rehabilitation Project - Phase 20

BACKGROUND

A notice to bidders was advertised January 12 and January 19, 2021. Bid packets were made available to local area vendors via CIVCASTUSA. Bids were received and opened on January 28, 2021 at 10:00 a.m.. The lowest responsible bid meeting all specification was submitted by Lopez Utilities Contractor, LLC., for the total bid amount of \$1,045,260.00.

A letter of recommendation with bid tabulation are attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department to award bid # 2021-398 Sanitary Sewer Rehabilitation Project - Phase 20, to Lopez Utilities Contractor, LLC., for the total bid amount of \$1,045,260.00, and that the Mayor be authorized to execute a contract on behalf of the City Commission.

It is further recommended that the Mayor 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

Exhibit A
Resolution



February 5, 2021

Mr. Corbin Ballast
Director of Utilities
City of Texas City
911 Highway 146 North
Texas City, Texas 77590

Re: **Letter of Recommendation for Sanitary Sewer Rehabilitation Project – Phase 20
BID #2021-398**
City of Texas City
ARKK Job No. 20-040

Dear Mr. Ballast:

On January 28, 2021, eight (8) bids were received for the above referenced project. This project involves the rehabilitation of existing sanitary sewer lines at locations throughout the City. Following is a summary of our bid evaluation:

1. Bid Tabulation Sheet – Eight (8) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities. The project was bid with a base bid and one (1) add alternate. The Add Alternate included rehabilitation of additional sanitary sewer lines in the City.
2. As discussed with the City of Texas City, the Base Bid, and Add Alternates #1 were utilized as a basis for award of the contract. The bids for the project (Base Bid + Add Alternate #1) are as follows:

Bidder	Total Bid
Lopez Utilities Contractor, LLC	\$1,045,260.00
To-Mex Construction, LLC	\$1,115,076.75
King Solutions Services, LLC	\$1,140,757.50
Nerie Construction, LLC	\$1,166,345.00
CZ Construction, LLC	\$1,233,668.50
DL Glover, INC.	\$1,309,240.25
T Construction	\$1,373,897.00
PM Construction & Rehab, LLC	\$1,520,689.20

3. Qualifications and References – Lopez Utilities Contractor, LLC submitted a List of Qualifications, Subcontractors and Major Suppliers for this project. Lopez Utilities Contractor, LLC has also worked on several projects for the City including Sanitary Sewer Rehabilitation Projects – Phase 15 (completed in 2015), Phase 16 (completed in 2016), and Phase 17 (completed in 2018). Lopez Utilities Contractor, LLC has completed the work in a satisfactory manner. Lopez Utilities Contractor, LLC's personnel are familiar with the City's requirements and expectations. Lopez Utilities have indicated that they have the personnel and experience to complete the work and are planning to complete the work successfully.

Lopez Utilities Contractor, LLC 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 **Sanitary Sewer Rehabilitation Project – Phase 20 to Lopez Utilities Contractor, LLC for a total amount of \$1,045,260.**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



Mr. Madhu Kilambi, P.E.
Senior Project Manager

Cc: Mr. Jack Haralson – City of Texas City

RESOLUTION NO. 21-014

A RESOLUTION APPROVING BID NUMBER 2021-398 SANITARY SEWER REHABILITATION PROJECT – PHASE 20; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the “Notice to Bidders” was published on January 12, 2021 and January 19, 2021. Bids packets were made available via CivCast USA for Bid No. 2021-398 Sanitary Sewer Rehabilitation Project – Phase 20; and

WHEREAS, bids were opened January 28, 2021, at 10:00 a.m. The low responsible bid meeting all the specifications was received from Lopez Utilities Contractor, LLC for the total bid amount of \$1,045,260.00; and

WHEREAS, the Public Works Department recommends that 2021-398 Sanitary Sewer Rehabilitation Project – Phase 20 be awarded to Lopez Utilities Contractor, LLC.

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 Bid No. 2021-398 Sanitary Sewer Rehabilitation Project – Phase 20 to Lopez Utilities Contractor, LLC.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Lopez Utilities Contractor, LLC for the respective unit prices bid in **Exhibit “A”** attached hereto and made a part hereof for all intents and purposes and to approve change orders not to exceed 25.0% of the total contract without taking the matter before the City Commission.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 17th day of February 2021.

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

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (f)

Meeting Date: 02/17/2021

Bid # 2021-396 Rehabilitation of the Godard 1,000,000 Gallon Elevated Storage Tank

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

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve and award a contract for Bid # 2021-396 Rehabilitation of the Godard 1,000,000 Gallon Elevated Storage Tank.

BACKGROUND

A notice to bidders was advertised January 12 and January 19, 2021. Bid packets were made available to local area vendor via CIVCASTUSA. Bids were received and opened on January 28, 2021 at 3:00 p.m.. The lowest responsible bid meeting all the specification was received from Gulf States Protective Coatings, Inc for the total amount bid \$788,080.00.

A letter of recommendation with bid tabulation is attached for your review.

ANALYSIS

It is the recommendation of the Public Works Department to award bid # 2021-396 Bid # 2021-396 Rehabilitation of the Godard 1,000,000 Gallon Elevated Storage Tank to Gulf States Protective Coatings, Inc. for the total bid amount of \$788,080.00, and that the Mayor be authorized to execute a contract on behalf of the City Commission. It is further recommended that the Mayor be authorized to approve any change orders, not to exceed 25% of the total contract price, without bringing the matter before the City Commission.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A
Resolution



February 5, 2021

Mr. Corbin Ballast
Director of Utilities
City of Texas City
911 Highway 146 North
Texas City, Texas 77590

Re: **Letter of Recommendation for Rehabilitation of the Godard 1,000,000 Gallon Elevated Storage Tank**
BID #2021-396
City of Texas City
ARKK Job No. 20-052

Dear Mr. Ballast:

On January 28, 2021, ten (10) bids were received for the above referenced project. This project includes the rehabilitation of the interior and exterior of an existing 1,000,000 gallon steel potable water storage tank and associated work. Following is a summary of our bid evaluation:

1. Bid Tabulation Sheet – Ten (10) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities.
2. The bids for the project are as follows:

<u>Bidder</u>	<u>BASE BID</u>
Gulf State Protective Coatings, Inc.	\$788,080.00
A&M Construcion and Utilities Inc.	\$794,000.00
Tankez Coatings, Inc.	\$798,000.00
CFG Industries, LLC.	\$816,500.00
Viking Painting, LLC	\$844,000.00
Classic Protective Coatings, Inc.	\$966,950.00
Tank Pro, Inc.	\$982,864.00
Cherokee Painting and Sandblasting, Inc.	\$1,021,550.00
N.G. Painting, LP	\$1,081,000.00
TMI Coating, Inc.	\$1,437,500.00

Qualifications – Gulf States Protective Coatings, Inc. provided a list of qualifications and references with their bid. Gulf States Protective Coatings, Inc. has recently completed a similar project for the City of Texas City - Rehabilitation of the Orchid Drive 1,000,000 Gallon Elevated

Storage Tank (completed in 2019). Gulf States Protective Coatings, Inc. has completed the work in a satisfactory manner and City staff and ARKK were pleased with their work.

Gulf States Protective Coatings, Inc. appears to be a qualified firm and should be able to complete the specified work in a satisfactory manner. For these reasons, we recommend that the City of Texas City award the **Rehabilitation of the Godard 1,000,000 Gallon Elevated Storage Tank to Gulf States Protective Coatings, Inc. for a total amount of \$788,080.00.**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



Mr. Madhu Kilambi, P.E.

Senior Project Manager

Cc: Mr. Jack Haralson – City of Texas City

RESOLUTION NO. 21-015

**A RESOLUTION APPROVING BID NUMBER 2021-396
REHABILITATION OF GODARD 1,000,000 GALLON ELEVATED
STORAGE TANK; AND PROVIDING THAT THIS RESOLUTION
SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND
ADOPTION.**

WHEREAS, the “Notice to Bidders” was published on January 12, 2021 and January 19, 2021. Bids packets were made available via CivCast USA for Bid No. 2021-396 Rehabilitation of Godard 1,000,000 gallon elevated storage tank; and

WHEREAS, bids were opened January 28, 2021, at 10:00 a.m. The low responsible bid meeting all the specifications was received from Gulf States Protective Coatings, Inc for the total bid amount of \$788,080.00; and

WHEREAS, the Public Works Department recommends that 2021-396 Rehabilitation of Godard 1,000,000 gallon elevated storage tank be awarded to Gulf States Protective Coatings, Inc.

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 Bid No. 2021-396 Rehabilitation of Godard 1,000,000 gallon elevated storage tank to Gulf States Protective Coatings, Inc.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Gulf States Protective Coatings, Inc for the respective unit prices bid in **Exhibit “A”** attached hereto and made a part hereof for all intents and purposes and to approve change orders not to exceed 25.0% of the total contract without taking the matter before the City Commission.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 17th day of February 2021.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

CITY COMMISSION REGULAR MTG

(7) (g)

Meeting Date: 02/17/2021

Bid # 2021-397 Texas Avenue Drainage Improvements Project

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

Department: Public Works

Information

ACTION REQUEST (Brief Summary)

Approve and award a contract for Bid # 2021-397 Texas Avenue Drainage Improvements Project.

BACKGROUND

A notice to bidders was advertised in the paper on January 12 and January 19,2021, for Bid # 2021-397 Texas Avenue Drainage Improvements Project. This project is funded by the Texas General Land Office (GLO). Bid packets were made available via CivCastUSA at that time, to area vendors. Bids were received and opened on January 28, 2021 at 2:00 P.M. local time.

The lowest responsible bid meeting all specifications was received from Millis Equipment, LLC.in Missouri City, Texas, for the total bid amount of \$1,675,007.50.

A letter of recommendation and bid tabulation are attached for your review.

ANALYSIS

It is the recommendation of ARKK Engineers, LLC and the Public Works Department to award a contract for bid # 2021-397 Texas Avenue Drainage Improvements Project to Millis Equipment, LLC for the total bid amount of \$1,675,007.50 and that the Mayor be authorized to execute the contract on behalf of the City Commission.

The Public Works Department further recommends that the Mayor be authorized to approve any change orders, not to exceed 25% of the total contract price, without bringing the matter before the City Commission.

Thank you.

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Exhibit A
Exhibit B
Resolution



February 5, 2021

Mr. Jack Haralson
Director of Public Works
City of Texas City
7800 Emmett F. Lowry Expressway
Texas City, Texas 77591

Re: **Letter of Recommendation for Texas Avenue Drainage Improvements Project**
GLO Contract No. 20-065-083-C236
Bid #2021-397
City of Texas City
ARKK Job No. 20-026

Dear Mr. Haralson:

On January 28, 2021 eight (8) bids were received for the above referenced project. The Texas Avenue Drainage Improvements Project is funded through a grant with the Texas General Land Office (GLO). The project involves construction of approximately 3,000 LF of storm sewer ranging from 24" RCP to 5'x5' RCB storm sewer pipe on Texas Avenue from 5th Street to Bay Street.

Bid Tabulation Sheet – Eight (8) construction firms participated in the bidding process. The bids were checked for mathematical errors and/or bid irregularities. The bids for the project are as follows:

<u>BIDDER</u>	<u>BASE BID</u>
Millis Equipment, LLC	\$ 1,675,007.50
Main Lane Industries, Ltd.	\$ 1,691,015.00
Lucas Construction Company, Inc.	\$ 1,741,040.00
SER Construction Partners, LLC	\$ 1,749,827.00
Triple B Services, LLP.	\$ 1,796,000.00
AR Turnkey Construction Company, Inc.	\$ 1,838,290.00
FUSED Industries, LLC.	\$ 2,202,385.00
TLC Construction Contract Services, Inc.	\$ 2,358,253.00

Millis Equipment, LLC submitted a List of Qualifications, Subcontractors and Major Suppliers for this project. Millis Equipment, LLC had previously completed the Emergency Levee Repairs for the City of Texas City in 2017. The work was performed in a timely and satisfactory manner. Other references provided by the Contractor were contacted and information on their performance and capabilities to perform similar work obtained. The references indicated Millis Equipment, LLC completed their work in a timely manner and were satisfied with their work.

Millis Equipment, LLC appears to be a responsible firm capable of performing the work. For these reasons, we recommend that the City of Texas City award the Texas Avenue Drainage Improvements Project to **Millis Equipment, LLC for a total amount of \$1,675,007.50.**

If you have any questions, please contact me.

Sincerely,

ARKK ENGINEERS, LLC



Mr. Madhu Kilambi, P.E.
Senior Project Manager

Texas Avenue Drainage Improvements Project

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER		Main Lane Industries, Ltd.		Lucas Construction Company, Inc.		SER Construction Partners, LLC.	
				Millis Equipment, LLC.							
GENERAL ITEMS - BASE BID											
1	Mobilization (Not to Exceed 3% of Total Bid), Complete in Place, the Sum of:	LS	1	\$ 47,710.00	\$ 47,710.00	\$ 51,000.00	\$ 51,000.00	\$ 52,000.00	\$ 52,000.00	\$ 50,000.00	\$ 50,000.00
2	Traffic Control and Regulation, Complete in Place, the Sum of:	LS	1	\$ 20,830.00	\$ 20,830.00	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00	\$ 100,000.00	\$ 100,000.00
3	Storm Water Pollution Prevention Plan, Complete in Place, the Sum of:	LS	1	\$ 8,399.00	\$ 8,399.00	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 12,000.00	\$ 10,000.00	\$ 10,000.00
4	Project Sign, as per the Detail, Complete in Place, the Sum of:	EA	2	\$ 931.50	\$ 1,863.00	\$ 700.00	\$ 1,400.00	\$ 1,000.00	\$ 2,000.00	\$ 900.00	\$ 1,800.00
TOTAL GENERAL ITEMS - BASE BID:					\$ 78,802.00		\$ 67,400.00		\$ 86,000.00		\$ 161,800.00
PAVING AND DRAINAGE ITEMS - BASE BID											
5	Remove & Dispose Existing Concrete w/Asphalt Overlay (Includes Curb), Complete in Place, the Sum of:	SY	5,250	\$ 7.10	\$ 37,275.00	\$ 7.00	\$ 36,750.00	\$ 5.00	\$ 26,250.00	\$ 20.00	\$ 105,000.00
6	Monolithic Curb & Gutter, Complete in Place, the Sum of:	LF	380	\$ 19.75	\$ 7,505.00	\$ 32.00	\$ 12,160.00	\$ 30.00	\$ 11,400.00	\$ 37.00	\$ 14,060.00
7	6" Reinforced Concrete Driveway, Complete in Place, the Sum of:	SY	180	\$ 72.00	\$ 12,960.00	\$ 70.00	\$ 12,600.00	\$ 80.00	\$ 14,400.00	\$ 60.00	\$ 10,800.00
8	4" Thick Concrete Sidewalk, Including Sawcutting, Subgrade, Reinforcement and Joints, Complete in Place, the Sum of:	SF	100	\$ 67.00	\$ 6,700.00	\$ 30.00	\$ 3,000.00	\$ 20.00	\$ 2,000.00	\$ 10.00	\$ 1,000.00
9	Wheel Chair Ramp per ADA Requirements, Includes Removal of Existing Ramp, Complete in Place, the Sum of:	SF	100	\$ 54.75	\$ 5,475.00	\$ 60.00	\$ 6,000.00	\$ 30.00	\$ 3,000.00	\$ 26.00	\$ 2,600.00
10	Cement Stabilized Sand Subgrade, Complete in Place, the Sum of:	SY	3,000	\$ 16.75	\$ 50,250.00	\$ 16.00	\$ 48,000.00	\$ 20.00	\$ 60,000.00	\$ 24.00	\$ 72,000.00
11	8" Black Base, Complete in Place, the Sum of:	SY	2,710	\$ 42.25	\$ 114,497.50	\$ 36.00	\$ 97,560.00	\$ 39.00	\$ 105,690.00	\$ 42.00	\$ 113,820.00
12	2" HMAC Overlay, Complete in Place, the Sum of:	SY	2,710	\$ 32.25	\$ 87,397.50	\$ 10.00	\$ 27,100.00	\$ 14.00	\$ 37,940.00	\$ 13.50	\$ 36,585.00
13	Remove and Dispose Existing Storm Culverts, less than 36" Diameter, Complete in Place, the Sum of:	LF	510	\$ 9.90	\$ 5,049.00	\$ 19.00	\$ 9,690.00	\$ 27.00	\$ 13,770.00	\$ 18.00	\$ 9,180.00
14	Remove and Dispose Existing Storm Culverts, greater than 36" Diameter, Complete in Place, the Sum of:	LF	280	\$ 16.00	\$ 4,480.00	\$ 20.00	\$ 5,600.00	\$ 47.00	\$ 13,160.00	\$ 27.00	\$ 7,560.00
15	Remove and Dispose Existing Gravel Driveway, Complete in Place, the Sum of:	SY	50	\$ 11.75	\$ 587.50	\$ 10.00	\$ 500.00	\$ 20.00	\$ 1,000.00	\$ 16.00	\$ 800.00
16	Remove and Dispose Existing Inlet or Manhole, Complete in Place, the Sum of:	EA	10	\$ 565.00	\$ 5,650.00	\$ 550.00	\$ 5,500.00	\$ 500.00	\$ 5,000.00	\$ 1,000.00	\$ 10,000.00
17	Plug Existing Storm Sewer (42" x 27"), Complete in Place, the Sum of:	EA	1	\$ 439.00	\$ 439.00	\$ 1,000.00	\$ 1,000.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00
18	Plug Proposed Storm Sewer (5' x 5'), Complete in Place, the Sum of:	EA	1	\$ 2,196.00	\$ 2,196.00	\$ 1,500.00	\$ 1,500.00	\$ 1,750.00	\$ 1,750.00	\$ 1,500.00	\$ 1,500.00
19	Reinforced Concrete Pipe (24"), Complete in Place, the Sum of:	LF	340	\$ 108.50	\$ 36,890.00	\$ 95.00	\$ 32,300.00	\$ 103.00	\$ 35,020.00	\$ 95.00	\$ 32,300.00
20	Reinforced Concrete Pipe (36"), Complete in Place, the Sum of:	LF	100	\$ 162.00	\$ 16,200.00	\$ 145.00	\$ 14,500.00	\$ 158.00	\$ 15,800.00	\$ 150.00	\$ 15,000.00
21	Reinforced Concrete Box (5'x5'), Complete in Place, the Sum of:	LF	2,510	\$ 340.00	\$ 853,400.00	\$ 375.00	\$ 941,250.00	\$ 360.00	\$ 903,600.00	\$ 320.00	\$ 803,200.00
22	Storm Junction Box - 4' x 4' w/Manhole, Complete in Place, the Sum of:	EA	4	\$ 4,415.00	\$ 17,660.00	\$ 4,700.00	\$ 18,800.00	\$ 5,000.00	\$ 20,000.00	\$ 3,700.00	\$ 14,800.00
23	Storm Junction Box - 5' x 5' w/Manhole, Complete in Place, the Sum of:	EA	1	\$ 6,035.00	\$ 6,035.00	\$ 6,300.00	\$ 6,300.00	\$ 5,500.00	\$ 5,500.00	\$ 4,600.00	\$ 4,600.00
24	Storm Junction Box - 7' x 4' w/ Manhole, Complete in Place, the Sum of:	EA	2	\$ 7,271.00	\$ 14,542.00	\$ 9,500.00	\$ 19,000.00	\$ 12,500.00	\$ 25,000.00	\$ 7,000.00	\$ 14,000.00
25	Storm Junction Box - 7' x 7' w/ Manhole, Complete in Place, the Sum of:	EA	1	\$ 9,587.00	\$ 9,587.00	\$ 16,000.00	\$ 16,000.00	\$ 13,000.00	\$ 13,000.00	\$ 10,000.00	\$ 10,000.00
26	Storm Conflict Junction Box A2- 7' x 7' w/ Manhole, Complete in Place, the Sum of:	EA	1	\$ 11,450.00	\$ 11,450.00	\$ 28,000.00	\$ 28,000.00	\$ 13,000.00	\$ 13,000.00	\$ 20,000.00	\$ 20,000.00
27	Storm Junction Box Structure A1 - 22' x 8' w/ Manhole, Complete in Place, the Sum of:	EA	1	\$ 46,540.00	\$ 46,540.00	\$ 50,000.00	\$ 50,000.00	\$ 82,000.00	\$ 82,000.00	\$ 55,000.00	\$ 55,000.00
28	Proposed Manway, Complete in Place, the Sum of:	EA	1	\$ 3,132.00	\$ 3,132.00	\$ 2,800.00	\$ 2,800.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
29	Inlet (Type C) 3'x5' , Complete in Place, the Sum of:	EA	4	\$ 2,248.00	\$ 8,992.00	\$ 3,700.00	\$ 14,800.00	\$ 5,700.00	\$ 22,800.00	\$ 3,100.00	\$ 12,400.00
30	Inlet (Type E) Top on 5'X5' RCB , Complete in Place, the Sum of:	EA	8	\$ 1,844.00	\$ 14,752.00	\$ 2,300.00	\$ 18,400.00	\$ 3,600.00	\$ 28,800.00	\$ 2,500.00	\$ 20,000.00
31	Inlet (Type BB) , Complete in Place, the Sum of:	EA	2	\$ 2,155.00	\$ 4,310.00	\$ 3,200.00	\$ 6,400.00	\$ 5,000.00	\$ 10,000.00	\$ 3,000.00	\$ 6,000.00
32	Inlet "Type B-B" Modified W/Grate Top, Complete in Place, the Sum of:	EA	1	\$ 2,155.00	\$ 2,155.00	\$ 3,500.00	\$ 3,500.00	\$ 6,000.00	\$ 6,000.00	\$ 2,330.00	\$ 2,330.00
33	Roadway Striping (4" White), (thermoplastic, complete in place the sum of:	LF	3,400	\$ 1.10	\$ 3,740.00	\$ 0.60	\$ 2,040.00	\$ 1.50	\$ 5,100.00	\$ 1.00	\$ 3,400.00
34	Grade Swale, Complete in Place, the Sum of:	LF	2,750	\$ 8.40	\$ 23,100.00	\$ 7.00	\$ 19,250.00	\$ 10.00	\$ 27,500.00	\$ 12.00	\$ 33,000.00
35	Trench Safety for Storm Sewer Installation, Complete in Place, the Sum of:	LF	3,000	\$ 4.70	\$ 14,100.00	\$ 1.00	\$ 3,000.00	\$ 1.50	\$ 4,500.00	\$ 0.10	\$ 300.00
36	Sod, Includes level up and topsoil, Complete in Place, the Sum of:	SY	2,435	\$ 10.00	\$ 24,350.00	\$ 9.00	\$ 21,915.00	\$ 6.00	\$ 14,610.00	\$ 11.20	\$ 27,272.00
37	Hydromulch Seeding, Complete in Place, the sum of:	AC	2	\$ 1,801.00	\$ 3,602.00	\$ 1,500.00	\$ 3,000.00	\$ 2,000.00	\$ 4,000.00	\$ 1,800.00	\$ 3,600.00
38	Brace, Support and Protect Power Pole, Complete in Place, the Sum of:	EA	5	\$ 621.00	\$ 3,105.00	\$ 1,000.00	\$ 5,000.00	\$ 500.00	\$ 2,500.00	\$ 1,200.00	\$ 6,000.00
39	Prop. Type III Barricade for End of Road, Complete in Place, the Sum of:	EA	5	\$ 1,223.00	\$ 6,115.00	\$ 750.00	\$ 3,750.00	\$ 1,000.00	\$ 5,000.00	\$ 1,100.00	\$ 5,500.00
TOTAL PAVING & DRAINAGE ITEMS - BASE BID:					\$ 1,464,218.50		\$ 1,496,965.00		\$ 1,541,790.00		\$ 1,476,807.00

Texas Avenue Drainage Improvements Project

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER							
				Millis Equipment, LLC.		Main Lane Industries, Ltd.		Lucas Construction Company, Inc.		SER Construction Partners, LLC.	
WATER & WASTEWATER ITEMS - BASE BID											
40	6" PVC C-900, Class 150 Waterline by Augered Construction, All Depths, Complete in Place, the Sum of;	LF	240	\$ 79.50	\$ 19,080.00	\$ 65.00	\$ 15,600.00	\$ 100.00	\$ 24,000.00	\$ 75.00	\$ 18,000.00
41	Fire Hydrant Assembly, Including Gate Valve and Lead Pipe, Complete in Place, the Sum of;	EA	2	\$ 5,196.00	\$ 10,392.00	\$ 4,800.00	\$ 9,600.00	\$ 5,300.00	\$ 10,600.00	\$ 5,000.00	\$ 10,000.00
42	6" Wet Connection, Including Coupling and Appurtenances, Complete in Place, the Sum of;	EA	4	\$ 743.00	\$ 2,972.00	\$ 1,000.00	\$ 4,000.00	\$ 2,600.00	\$ 10,400.00	\$ 1,100.00	\$ 4,400.00
43	6" Cut, Plug and Abandon Existing Waterline, Complete in Place, the Sum of;	EA	8	\$ 238.50	\$ 1,908.00	\$ 400.00	\$ 3,200.00	\$ 900.00	\$ 7,200.00	\$ 1,000.00	\$ 8,000.00
44	Proposed 14/16" Min Split Steel Casing for San. Sewer at A2 Junction Box, Complete in Place, the Sum of:	LF	20	\$ 106.00	\$ 2,120.00	\$ 100.00	\$ 2,000.00	\$ 300.00	\$ 6,000.00	\$ 315.00	\$ 6,300.00
45	Cut, Plug, and Remove Existing 8" Sanitary Sewer, Complete in Place, the Sum of:	EA	1	\$ 1,370.00	\$ 1,370.00	\$ 650.00	\$ 650.00	\$ 1,600.00	\$ 1,600.00	\$ 2,400.00	\$ 2,400.00
46	Cut, Plug, and Remove Existing 14" Force Main, Complete in Place, the Sum of:	EA	1	\$ 1,198.00	\$ 1,198.00	\$ 650.00	\$ 650.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00
TOTAL WATER & WASTEWATER ITEMS - BASE BID:					\$ 39,040.00		\$ 35,700.00		\$ 62,300.00		\$ 52,100.00
SUPPLEMENTAL ITEMS:											
47	Well Pointing for Storm Sewers, Water Line and Sanitary Sewers, all Sizes, All Depths, Including All Necessary Appurtenances, Complete in Place, the Sum of:	LF	1,250	\$ 40.75	\$ 50,937.50	\$ 30.00	\$ 37,500.00	\$ 25.00	\$ 31,250.00	\$ 28.00	\$ 35,000.00
48	Wet Condition Bedding for 48" RCP and Smaller Storm Sewer and Utility Installation, All Depths, Complete in Place, the Sum of:	LF	100	\$ 17.75	\$ 1,775.00	\$ 25.00	\$ 2,500.00	\$ 5.00	\$ 500.00	\$ 6.70	\$ 670.00
49	Wet Condition Bedding for 5'x5' RCB Utility Installation, All Depths, Complete in Place, the Sum of:	LF	1,250	\$ 22.25	\$ 27,812.50	\$ 35.00	\$ 43,750.00	\$ 10.00	\$ 12,500.00	\$ 13.40	\$ 16,750.00
50	Wet Condition Bedding for Manholes, Junction Manholes, Conflict Junction Manholes, All Sizes, All Depths, Complete in Place, the Sum of:	EA	2	\$ 1,174.00	\$ 2,348.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00
51	Installation and Removal of Piezometers, Complete in Place, the Sum of:	EA	2	\$ 1,762.00	\$ 3,524.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00	\$ 100.00	\$ 200.00
52	Install Extra Cement Stabilized Sand Backfill, Complete in Place, the Sum of:	CY	100	\$ 41.00	\$ 4,100.00	\$ 40.00	\$ 4,000.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00
53	Install extra bank sand backfill, Complete in Place, the Sum of:	CY	100	\$ 24.50	\$ 2,450.00	\$ 20.00	\$ 2,000.00	\$ 20.00	\$ 2,000.00	\$ 20.00	\$ 2,000.00
TOTAL SUPPLEMENTAL ITEMS:					\$ 92,947.00		\$ 91,950.00		\$ 50,950.00		\$ 59,120.00
TOTAL BASE BID ITEMS:					\$ 1,582,060.50		\$ 1,600,065.00		\$ 1,690,090.00		\$ 1,690,707.00
TOTAL SUPPLEMENTAL ITEMS:					\$ 92,947.00		\$ 91,950.00		\$ 50,950.00		\$ 59,120.00
TOTAL BID (BASE BID + SUPPLEMENTAL ITEMS):					\$ 1,675,007.50		\$ 1,692,015.00		\$ 1,741,040.00		\$ 1,749,827.00
MATHEMATICAL ERROR CORRECTED BY ENGINEER											

Texas Avenue Drainage Improvements Project

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	Triple B Services, LLP.		AR Turnkey Construction Company, Inc.		FUSED Industries, LLC.		TLC Construction Contract Services, Inc.	
GENERAL ITEMS - BASE BID											
1	Mobilization (Not to Exceed 3% of Total Bid), Complete in Place, the Sum of:	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 60,000.00	\$ 60,000.00	\$ 70,000.00	\$ 70,000.00
2	Traffic Control and Regulation, Complete in Place, the Sum of:	LS	1	\$ 6,000.00	\$ 6,000.00	\$ 45,000.00	\$ 45,000.00	\$ 55,000.00	\$ 55,000.00	\$ 98,467.00	\$ 98,467.00
3	Storm Water Pollution Prevention Plan, Complete in Place, the Sum of:	LS	1	\$ 5,300.00	\$ 5,300.00	\$ 5,000.00	\$ 5,000.00	\$ 14,000.00	\$ 14,000.00	\$ 31,000.00	\$ 31,000.00
4	Project Sign, as per the Detail, Complete in Place, the Sum of:	EA	2	\$ 900.00	\$ 1,800.00	\$ 1,100.00	\$ 2,200.00	\$ 1,200.00	\$ 2,400.00	\$ 993.00	\$ 1,986.00
TOTAL GENERAL ITEMS - BASE BID:					\$ 63,100.00		\$ 102,200.00		\$ 131,400.00		\$ 201,453.00
PAVING AND DRAINAGE ITEMS - BASE BID											
5	Remove & Dispose Existing Concrete w/Asphalt Overlay (Includes Curb), Complete in Place, the Sum of:	SY	5,250	\$ 11.00	\$ 57,750.00	\$ 18.00	\$ 94,500.00	\$ 10.00	\$ 52,500.00	\$ 20.00	\$ 105,000.00
6	Monolithic Curb & Gutter, Complete in Place, the Sum of:	LF	380	\$ 18.00	\$ 6,840.00	\$ 5.00	\$ 1,900.00	\$ 20.00	\$ 7,600.00	\$ 4.00	\$ 1,520.00
7	6" Reinforced Concrete Driveway, Complete in Place, the Sum of:	SY	180	\$ 115.00	\$ 20,700.00	\$ 78.00	\$ 14,040.00	\$ 120.00	\$ 21,600.00	\$ 109.00	\$ 19,620.00
8	4" Thick Concrete Sidewalk, Including Sawcutting, Subgrade, Reinforcement and Joints, Complete in Place, the Sum of:	SF	100	\$ 15.00	\$ 1,500.00	\$ 11.00	\$ 1,100.00	\$ 10.00	\$ 1,000.00	\$ 13.00	\$ 1,300.00
9	Wheel Chair Ramp per ADA Requirements, Includes Removal of Existing Ramp, Complete in Place, the Sum of:	SF	100	\$ 25.00	\$ 2,500.00	\$ 21.00	\$ 2,100.00	\$ 50.00	\$ 5,000.00	\$ 16.00	\$ 1,600.00
10	Cement Stabilized Sand Subgrade, Complete in Place, the Sum of:	SY	3,000	\$ 17.00	\$ 51,000.00	\$ 12.00	\$ 36,000.00	\$ 20.00	\$ 60,000.00	\$ 17.00	\$ 51,000.00
11	8" Black Base, Complete in Place, the Sum of:	SY	2,710	\$ 48.00	\$ 130,080.00	\$ 26.00	\$ 70,460.00	\$ 50.00	\$ 135,500.00	\$ 64.00	\$ 173,440.00
12	2" HMAC Overlay, Complete in Place, the Sum of:	SY	2,710	\$ 18.00	\$ 48,780.00	\$ 40.00	\$ 108,400.00	\$ 20.00	\$ 54,200.00	\$ 23.00	\$ 62,330.00
13	Remove and Dispose Existing Storm Culverts, less than 36" Diameter, Complete in Place, the Sum of:	LF	510	\$ 17.00	\$ 8,670.00	\$ 20.00	\$ 10,200.00	\$ 50.00	\$ 25,500.00	\$ 32.00	\$ 16,320.00
14	Remove and Dispose Existing Storm Culverts, greater than 36" Diameter, Complete in Place, the Sum of:	LF	280	\$ 20.00	\$ 5,600.00	\$ 20.00	\$ 5,600.00	\$ 50.00	\$ 14,000.00	\$ 34.00	\$ 9,520.00
15	Remove and Dispose Existing Gravel Driveway, Complete in Place, the Sum of:	SY	50	\$ 11.00	\$ 550.00	\$ 16.00	\$ 800.00	\$ 10.00	\$ 500.00	\$ 11.00	\$ 550.00
16	Remove and Dispose Existing Inlet or Manhole, Complete in Place, the Sum of:	EA	10	\$ 750.00	\$ 7,500.00	\$ 500.00	\$ 5,000.00	\$ 570.00	\$ 5,700.00	\$ 1,119.00	\$ 11,190.00
17	Plug Existing Storm Sewer (42" x 27"), Complete in Place, the Sum of:	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 450.00	\$ 450.00	\$ 810.00	\$ 810.00	\$ 1,278.00	\$ 1,278.00
18	Plug Proposed Storm Sewer (5' x 5'), Complete in Place, the Sum of:	EA	1	\$ 1,300.00	\$ 1,300.00	\$ 850.00	\$ 850.00	\$ 1,500.00	\$ 1,500.00	\$ 2,696.00	\$ 2,696.00
19	Reinforced Concrete Pipe (24"), Complete in Place, the Sum of:	LF	340	\$ 125.00	\$ 42,500.00	\$ 77.00	\$ 26,180.00	\$ 100.00	\$ 34,000.00	\$ 183.00	\$ 62,220.00
20	Reinforced Concrete Pipe (36"), Complete in Place, the Sum of:	LF	100	\$ 170.00	\$ 17,000.00	\$ 145.00	\$ 14,500.00	\$ 190.00	\$ 19,000.00	\$ 302.00	\$ 30,200.00
21	Reinforced Concrete Box (5'x5'), Complete in Place, the Sum of:	LF	2,510	\$ 381.00	\$ 956,310.00	\$ 421.00	\$ 1,056,710.00	\$ 460.00	\$ 1,154,600.00	\$ 473.00	\$ 1,187,230.00
22	Storm Junction Box - 4' x 4' w/Manhole, Complete in Place, the Sum of:	EA	4	\$ 4,550.00	\$ 18,200.00	\$ 5,000.00	\$ 20,000.00	\$ 4,000.00	\$ 16,000.00	\$ 5,484.00	\$ 21,936.00
23	Storm Junction Box - 5' x 5' w/Manhole, Complete in Place, the Sum of:	EA	1	\$ 5,925.00	\$ 5,925.00	\$ 5,250.00	\$ 5,250.00	\$ 4,700.00	\$ 4,700.00	\$ 6,061.00	\$ 6,061.00
24	Storm Junction Box - 7' x 4' w/ Manhole, Complete in Place, the Sum of:	EA	2	\$ 9,000.00	\$ 18,000.00	\$ 6,100.00	\$ 12,200.00	\$ 13,000.00	\$ 26,000.00	\$ 14,543.00	\$ 29,086.00
25	Storm Junction Box - 7' x 7' w/ Manhole, Complete in Place, the Sum of:	EA	1	\$ 12,500.00	\$ 12,500.00	\$ 9,000.00	\$ 9,000.00	\$ 13,000.00	\$ 13,000.00	\$ 12,900.00	\$ 12,900.00
26	Storm Conflict Junction Box A2- 7' x 7' w/ Manhole, Complete in Place, the Sum of:	EA	1	\$ 30,300.00	\$ 30,300.00	\$ 14,000.00	\$ 14,000.00	\$ 20,000.00	\$ 20,000.00	\$ 13,798.00	\$ 13,798.00
27	Storm Junction Box Structure A1 - 22' x 8' w/ Manhole, Complete in Place, the Sum of:	EA	1	\$ 60,000.00	\$ 60,000.00	\$ 21,000.00	\$ 21,000.00	\$ 120,000.00	\$ 120,000.00	\$ 64,730.00	\$ 64,730.00
28	Proposed Manway, Complete in Place, the Sum of:	EA	1	\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 2,400.00	\$ 2,400.00	\$ 2,497.00	\$ 2,497.00
29	Inlet (Type C) 3'x5' , Complete in Place, the Sum of:	EA	4	\$ 3,800.00	\$ 15,200.00	\$ 3,050.00	\$ 12,200.00	\$ 4,900.00	\$ 19,600.00	\$ 4,872.00	\$ 19,488.00
30	Inlet (Type E) Top on 5'X5' RCB , Complete in Place, the Sum of:	EA	8	\$ 3,000.00	\$ 24,000.00	\$ 2,900.00	\$ 23,200.00	\$ 3,600.00	\$ 28,800.00	\$ 6,016.00	\$ 48,128.00
31	Inlet (Type BB) , Complete in Place, the Sum of:	EA	2	\$ 3,700.00	\$ 7,400.00	\$ 3,000.00	\$ 6,000.00	\$ 3,600.00	\$ 7,200.00	\$ 4,120.00	\$ 8,240.00
32	Inlet "Type B-B" Modified W/Grate Top, Complete in Place, the Sum of:	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 3,200.00	\$ 3,200.00	\$ 3,700.00	\$ 3,700.00	\$ 5,267.00	\$ 5,267.00
33	Roadway Striping (4" White), (thermoplastic, complete in place the sum of:	LF	3,400	\$ 1.00	\$ 3,400.00	\$ 3.00	\$ 10,200.00	\$ 1.00	\$ 3,400.00	\$ 1.00	\$ 3,400.00
34	Grade Swale, Complete in Place, the Sum of:	LF	2,750	\$ 7.00	\$ 19,250.00	\$ 4.00	\$ 11,000.00	\$ 3.00	\$ 8,250.00	\$ 5.00	\$ 13,750.00
35	Trench Safety for Storm Sewer Installation, Complete in Place, the Sum of:	LF	3,000	\$ 0.10	\$ 300.00	\$ 1.00	\$ 3,000.00	\$ 1.00	\$ 3,000.00	\$ 1.00	\$ 3,000.00
36	Sod, Includes level up and topsoil, Complete in Place, the Sum of:	SY	2,435	\$ 5.00	\$ 12,175.00	\$ 6.00	\$ 14,610.00	\$ 9.00	\$ 21,915.00	\$ 12.00	\$ 29,220.00
37	Hydromulch Seeding, Complete in Place, the sum of:	AC	2	\$ 2,500.00	\$ 5,000.00	\$ 2,200.00	\$ 4,400.00	\$ 2,600.00	\$ 5,200.00	\$ 5,032.00	\$ 10,064.00
38	Brace, Support and Protect Power Pole, Complete in Place, the Sum of:	EA	5	\$ 1,200.00	\$ 6,000.00	\$ 1,050.00	\$ 5,250.00	\$ 1,600.00	\$ 8,000.00	\$ 1,333.00	\$ 6,665.00
39	Prop. Type III Barricade for End of Road, Complete in Place, the Sum of:	EA	5	\$ 1,000.00	\$ 5,000.00	\$ 2,000.00	\$ 10,000.00	\$ 1,600.00	\$ 8,000.00	\$ 1,313.00	\$ 6,565.00
TOTAL PAVING & DRAINAGE ITEMS - BASE BID:					\$ 1,611,230.00		\$ 1,638,300.00		\$ 1,912,175.00		\$ 2,041,809.00

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	Triple B Services, LLP.		AR Turnkey Construction Company, Inc.		FUSED Industries, LLC.		TLC Construction Contract Services, Inc.	
WATER & WASTEWATER ITEMS - BASE BID											
40	6" PVC C-900, Class 150 Waterline by Augered Construction, All Depths, Complete in Place, the Sum of;	LF	240	\$ 73.00	\$ 17,520.00	\$ 101.00	\$ 24,240.00	\$ 120.00	\$ 28,800.00	\$ 55.00	\$ 13,200.00
41	Fire Hydrant Assembly, Including Gate Valve and Lead Pipe, Complete in Place, the Sum of;	EA	2	\$ 4,300.00	\$ 8,600.00	\$ 4,000.00	\$ 8,000.00	\$ 5,100.00	\$ 10,200.00	\$ 5,494.00	\$ 10,988.00
42	6" Wet Connection, Including Coupling and Appurtenances, Complete in Place, the Sum of;	EA	4	\$ 1,800.00	\$ 7,200.00	\$ 1,150.00	\$ 4,600.00	\$ 1,400.00	\$ 5,600.00	\$ 941.00	\$ 3,764.00
43	6" Cut, Plug and Abandon Existing Waterline, Complete in Place, the Sum of;	EA	8	\$ 1,400.00	\$ 11,200.00	\$ 550.00	\$ 4,400.00	\$ 1,100.00	\$ 8,800.00	\$ 783.00	\$ 6,264.00
44	Proposed 14/16" Min Split Steel Casing for San. Sewer at A2 Junction Box, Complete in Place, the Sum of:	LF	20	\$ 250.00	\$ 5,000.00	\$ 200.00	\$ 4,000.00	\$ 80.00	\$ 1,600.00	\$ 375.00	\$ 7,500.00
45	Cut, Plug, and Remove Existing 8" Sanitary Sewer, Complete in Place, the Sum of:	EA	1	\$ 850.00	\$ 850.00	\$ 750.00	\$ 750.00	\$ 960.00	\$ 960.00	\$ 1,430.00	\$ 1,430.00
46	Cut, Plug, and Remove Existing 14" Force Main, Complete in Place, the Sum of:	EA	1	\$ 3,800.00	\$ 3,800.00	\$ 850.00	\$ 850.00	\$ 2,500.00	\$ 2,500.00	\$ 3,945.00	\$ 3,945.00
TOTAL WATER & WASTEWATER ITEMS - BASE BID:					\$ 54,170.00		\$ 46,840.00		\$ 58,460.00		\$ 47,091.00
SUPPLEMENTAL ITEMS:											
47	Well Pointing for Storm Sewers, Water Line and Sanitary Sewers, all Sizes, All Depths, Including All Necessary Appurtenances, Complete in Place, the Sum of:	LF	1,250	\$ 30.00	\$ 37,500.00	\$ 25.00	\$ 31,250.00	\$ 40.00	\$ 50,000.00	\$ 40.00	\$ 50,000.00
48	Wet Condition Bedding for 48" RCP and Smaller Storm Sewer and Utility Installation, All Depths, Complete in Place, the Sum of:	LF	100	\$ 15.00	\$ 1,500.00	\$ 5.00	\$ 500.00	\$ 20.00	\$ 2,000.00	\$ 5.00	\$ 500.00
49	Wet Condition Bedding for 5'x5' RCB Utility Installation, All Depths, Complete in Place, the Sum of:	LF	1,250	\$ 16.00	\$ 20,000.00	\$ 10.00	\$ 12,500.00	\$ 30.00	\$ 37,500.00	\$ 10.00	\$ 12,500.00
50	Wet Condition Bedding for Manholes, Junction Manholes, Conflict Junction Manholes, All Sizes, All Depths, Complete in Place, the Sum of:	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 1,000.00	\$ 2,000.00	\$ 100.00	\$ 200.00
51	Installation and Removal of Piezometers, Complete in Place, the Sum of:	EA	2	\$ 250.00	\$ 500.00	\$ 100.00	\$ 200.00	\$ 1,425.00	\$ 2,850.00	\$ 100.00	\$ 200.00
52	Install Extra Cement Stabilized Sand Backfill, Complete in Place, the Sum of:	CY	100	\$ 35.00	\$ 3,500.00	\$ 25.00	\$ 2,500.00	\$ 40.00	\$ 4,000.00	\$ 25.00	\$ 2,500.00
53	Install extra bank sand backfill, Complete in Place, the Sum of:	CY	100	\$ 25.00	\$ 2,500.00	\$ 20.00	\$ 2,000.00	\$ 20.00	\$ 2,000.00	\$ 20.00	\$ 2,000.00
TOTAL SUPPLEMENTAL ITEMS:					\$ 67,500.00		\$ 50,950.00		\$ 100,350.00		\$ 67,900.00
TOTAL BASE BID ITEMS:					\$ 1,728,500.00		\$ 1,787,340.00		\$ 2,102,035.00		\$ 2,290,353.00
TOTAL SUPPLEMENTAL ITEMS:					\$ 67,500.00		\$ 50,950.00		\$ 100,350.00		\$ 67,900.00
TOTAL BID (BASE BID + SUPPLEMENTAL ITEMS):					\$ 1,796,000.00		\$ 1,838,290.00		\$ 2,202,385.00		\$ 2,358,253.00
MATHEMATICAL ERROR CORRECTED BY ENGINEER											

RESOLUTION NO. 21-016

A RESOLUTION APPROVING BID NUMBER 2021-397 TEXAS AVENUE DRAINAGE IMPROVEMENTS PROJECT; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the “Notice to Bidders” was published on January 12, 2021 and January 19, 2021. Bids packets were made available via CivCast USA for Bid No. 2021-397 Texas Avenue Drainage Improvements Projects; and

WHEREAS, bids were opened January 28, 2021, at 2:00 p.m. The low responsible bid meeting all the specifications was received from Millis Equipment, LLC, Missouri City, Texas, for the total bid amount of \$1,675,007.50; and

WHEREAS, the Public Works Department and ARKK Engineers, LLC recommend that Bid No. 2021-397 Texas Avenue Drainage Improvements Project be awarded to Millis Equipment, LLC.

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 Bid No. 2021-397 Texas Avenue Drainage Improvements Project to Millis Equipment, LLC.

SECTION 2: That the Mayor is hereby authorized to enter into a contract with Millis Equipment, LLC for the respective unit prices bid in **Exhibit “A”** attached hereto and made a part hereof for all intents and purposes and to approve change orders not to exceed 25.0% of the total contract without taking the matter before the City Commission.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 17th day of February 2021.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

RESOLUTION NO. 21-017

A RESOLUTION APPROVING THE PURCHASE, DELIVERY, AND INSTALLATION OF PLAYGROUND UNITS TO SEVEN (7) PARK LOCATIONS THROUGH BUYBOARD (CONTRACT NO. 592-19), A LOCAL GOVERNMENT PURCHASING COOPERATIVE PROGRAM; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Texas City Recreation and Tourism Department requests the approval of purchase, delivery, and installation of playground units to seven (7) park locations; and

WHEREAS, funds for this purchase are available through the 2020/2021 Fiscal Year Budget; and

WHEREAS, it is the recommendation of the Recreation and Tourism Department to award the above mentioned item to Playpower LT Farmington, Inc. through BuyBoard (Contract No. 592-19) for the approximate purchase price of \$280,056.50.

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 approves the purchase, delivery, and installation of playground units to seven (7) park locations from Playpower LT Farmington, Inc through BuyBoard (Contract No. 592-19), for an approximate price of \$280,056.50, as set out on the quote attached hereto as **Exhibit "A"** and made a part hereof for all intents and purposes.

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

PASSED AND ADOPTED this 17th day of February 2021.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney

**Proposal
PlayPower LT Farmington, Inc.**

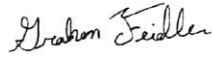
PO Box 204713
Dallas, TX 75320-4713

Phone: (713) 939-9888 * Fax: (713) 939-0304
1-800-842-9888

PROPOSAL SUBMITTED TO: City Of Texas City		PHONE: 409-682-6946 FAX:	DATE: 2/3/2021
STREET: 2010 5th Ave. N.		PROJECT NAME: Amburn Park - Texas City	
CITY, STATE AND ZIP CODE: Texas City, TX 77049		PROJECT LOCATION/SHIP TO: 3909 19th Street North, Texas City, Texas 77590	
SALES PERSON Graham Feidler - 713-824-5986	JOB CONTACT: Byron Sefcik	E-MAIL bsefcik@texascitytx.gov	JOB PHONE 409-949-3030
QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Little Tikes Commercial Structure Drawing #R0300_44168940822 - Includes: PB20-72207, Stand N Spin, Two Bay 3.5" Arch Swings With Two Belt Seats Two Tot Seats And Approx. 186 Linear Feet Of Black Kid Timber Borders With Two End Caps	\$ 18,680.91	\$ 18,680.91
1	Installation Of Little Tikes Commercial Structure Drawing #R0300_44168940822	\$ 8,689.10	\$ 8,689.10
1	2,000 Sq. Ft Of Engineered Wood Fiber Kiddie Cushion Fall Surfacing At A 10" To 12" Depth With Non-Woven Geotextile Filter Fabric	\$ 6,800.00	\$ 6,800.00
	Pricing Based On Buyboard Contract #592-19		
	Tax Exempt or Resale Certificate Must Be Provided For Purchases Not Subject To Sales Tax.	SUB TOTAL	\$ 34,170.01
CAUTION: Never install playground equipment over a hard surface such as asphalt or concrete. Serious injury can result from falls to a hard surface. Choose a surface which will meet the U.S. Consumer Product Safety Commission recommendations for surfaces under playgrounds.		S&H (Freight)	\$ 1,489.55
		ERF	\$ 240.00
		TAX	\$ -
The ESTIMATED installation date for this equipment is _____ days from the date this fully executed proposal is received by All Play with applicable monies due.		TOTAL	\$ 35,899.56

We hereby propose to furnish material and labor – complete in accordance with above specifications, for the sum of Thirty Five Thousand Eight Hundred Ninety Nine Dollars and Fifty Six Cents **\$ 35,899.56**

Payment Terms: Due Net 30 days with PO payable to PlayPower LT Farmington, Inc. with No regard or allowance for retainage


 Authorized Signature: Graham Feidler

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL – The above prices, specifications and Conditions are satisfactory and are hereby accepted. You are authorized To do the work as specified. Payment will be made as outlined above. I Have read, understand, and agree to all Additional Terms and Conditions As outlined on the following page.

Date of Acceptance: _____ Signature _____
 Title _____

Proposal

PlayPower LT Farmington, Inc.

PO Box 204713
Dallas, TX 75320-4713

Phone: (713) 939-9888 * Fax: (713) 939-0304
1-800-842-9888

ADDITIONAL TERMS AND CONDITIONS

1. All Play, Inc., Representative for PlayPower LT Farmington, Inc., and PlayPower LT Farmington, Inc. (collectively referred to as "PPLT") hereby submits these specifications and estimates for equipment/items as detailed in this proposal.
2. Prices quoted include a discount based on cash/check method of payment.
3. Payment Terms are as specified on pg. 1. On all purchase orders, the net payment for all equipment and freight is due no more than thirty (30) days from the invoice date. The net payment amount is without regard for, or allowance of, any retainage. All accounts are subject to the terms and conditions of PPLT's credit policies.
4. Quoted installation services detailed in this proposal shall include all labor, supervision, materials, supplies, equipment, tools and necessarily related insurances normally required to deliver and install the items as detailed in this proposal. PPLT will field dress any rutting or disturbances caused by PPLT's use of equipment to access the project site, however, unless otherwise detailed in this proposal re-sodding, re-seeding and finished grade services/repairs are not included.
5. Lead-time quoted is based upon the time your order is processed at the factory.
6. A 30% cancellation fee will be assessed on equipment orders that are cancelled more than ten (10) days from the date purchaser executes this Proposal.
7. PPLT's receipt of the Proposal, as signed by you, as an authorized agent of the Owner, below indicates your understanding and acceptance of the terms and conditions stated herein and shall be construed as a written acceptance of this proposal.
8. All items are shipped F.O.B. knocked down and will require unloading and assembly by purchaser unless installation is purchased.
9. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner is to carry fire, tornado and other necessary insurance. Our workers are covered by Workmen's Compensation Insurance.
10. Signing of final walk through or opening of playground constitutes completion, and payment is due at that time.
11. Plastisol and rotationally molded plastic components will have irregularities as a normal byproduct of the manufacturing process and cannot be controlled.
12. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under this agreement then such party shall or in part give notice and full particulars of such Force Majeure in writing to the other party within fourteen (14) days after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
13. Unless otherwise detailed in this proposal, permit application(s), processing and/or fees are excluded and/or are the responsibility of others.
14. PlayPower LT Farmington, Inc and All Play, Inc. is not responsible for underground utilities. Surcharges will incur for abnormal substrate, i.e., concrete, asphalt or landfill.

15. RELEASE AND INDEMNITY

SHOULD YOU ELECT NOT TO PURCHASE FALL SURFACING MATERIAL AND/OR INSTALLATION SERVICES FROM PPLT, THE FOLLOWING PROVISIONS SHALL APPLY:

(A.) YOU HEREBY AGREE TO RELEASE PPLT, ALL PLAY INC. AND ALL OF ITS/THEIR SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AFFILIATES ("RELEASED PARTIES") FROM ANY AND ALL CLAIMS OR DEMANDS YOU HAVE OR MAY HAVE AGAINST THE RELEASED PARTIES RELATED TO OR ARISING FROM THE FALL SURFACING MATERIAL THAT IS ULTIMATELY USED AT THE JOB LOCATION OR YOUR FAILURE TO INSTALL FALL SURFACING MATERIAL AT THE JOB LOCATION. THESE RELEASED CLAIMS EXPRESSLY INCLUDE CLAIMS FOR NONCOMPLIANCE WITH THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S RECOMMENDATIONS AND CLAIMS RELATED TO FAULTY, INADEQUATE, OR IMPROPER FALL SURFACING.

(B.) BECAUSE YOU HAVE EITHER CHOSEN NOT TO PURCHASE FALL SURFACING MATERIALS FROM PPLT, OR YOU HAVE MADE OTHER INSTALLATION ARRANGEMENTS, YOU FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS AND DAMAGES WHICH MAY RESULT FROM EQUIPMENT NOT INSTALLED IN COMPLIANCE WITH MANUFACTURER SPECIFICATIONS AND THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S RECOMMENDATIONS AND/OR THE INSTALLATION OF AND/OR ANY DEFECT IN THE FALL SURFACING MATERIALS USED AT THE JOB LOCATION, INCLUDING, DESPITE PPLT'S RECOMMENDATION OTHERWISE, YOUR USE OF NO FALL SURFACING AT ALL.

16. This Agreement shall be interpreted under Texas law. Any and all disputes arising under or relating to this Proposal shall be brought and resolved in in Harris County, Houston, Texas. This provision is mandatory and to the exclusion of all other venues. Purchaser acknowledges and agrees that PPLT reserves the right to institute arbitration proceedings to resolve disputes arising under or relating to this Agreement.

This Proposal constitutes the entire agreement between the parties on the subjects addressed herein. All prior agreements, negotiations and understandings with respect to the subject matter hereof, whether written or oral, are cancelled and superseded by this Proposal. No party is relying on any oral or other written representation or communication not otherwise contained in this Proposal.

I have read, understand, and agree to all Additional Terms and Conditions as outlined in this Proposal.

Signature _____

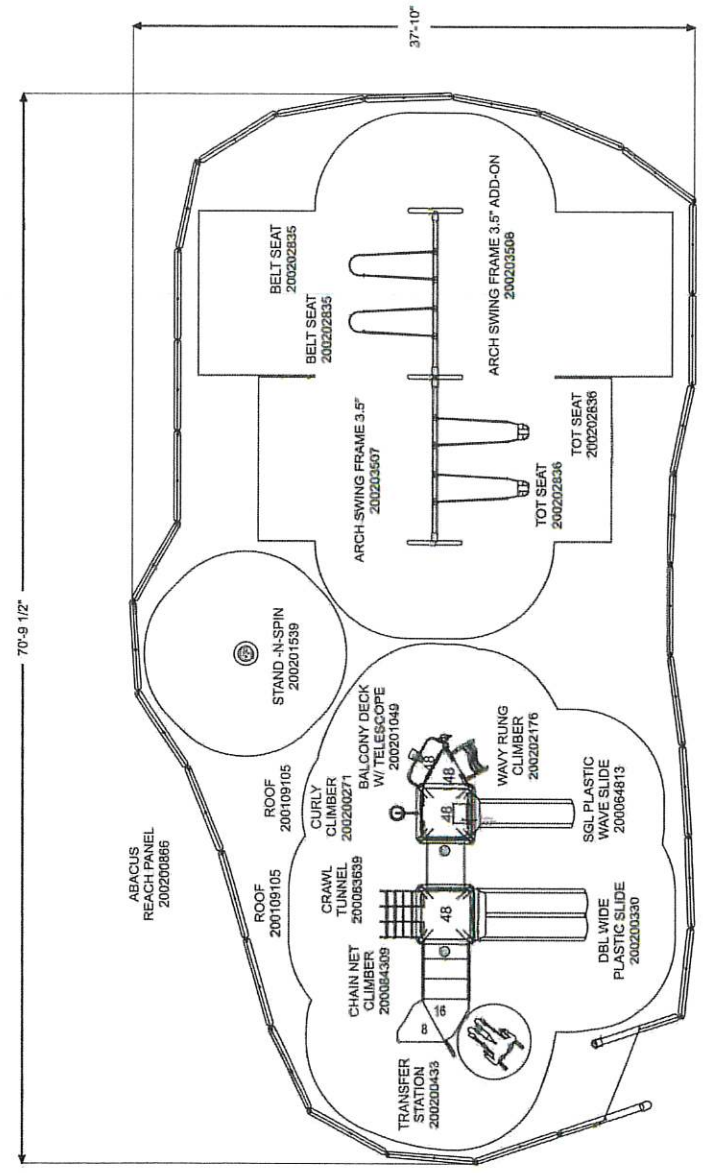
Date of Acceptance: _____

Title _____



General Notes:

- Age Group**
 2-5yrs 5-12 yrs 2-12yrs 13+ yrs
- The Americans with Disabilities Act (ADA) may require modifications to this equipment to meet the requirements of the ADA. Please consult your local health department for more information.
 - Counted to determine if the ADA applies to you.
 - Although a particular playground design may not meet the requirements of the ADA, modifications may be made to the playground to meet the requirements of the ADA.
 - Swinging play components should be removed from top of ground cover.
 - Full absorbing ground cover is required under and around all play equipment.
 - Play structure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border curbs).
 - All post lengths are identified by top showing the post length. i.e. 36 represents a 36 inch post.
 - Supervision is required.



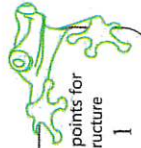
Project:
 Anburn Park
 Texas City, TX

LTCPS rep:
 Graham Feidler
 All Play, Inc.
 (713) 939-9888

Ground Space: 56'-6" x 24'-6"
Protective Area: 69'-0" x 36'-0"

Drawn by: Graham Feidler
Date: 12/4/2020
DWG Name: R0300_44168940822

LTCPS - Farmington
 878 East Highway 60
 Monett, Missouri 65708
Voice: 1-800-325-8828
Fax: 417-354-2273



LEED points for this structure 1

The play components identified in this layout of these components conform to the requirements of ASTM F1487.



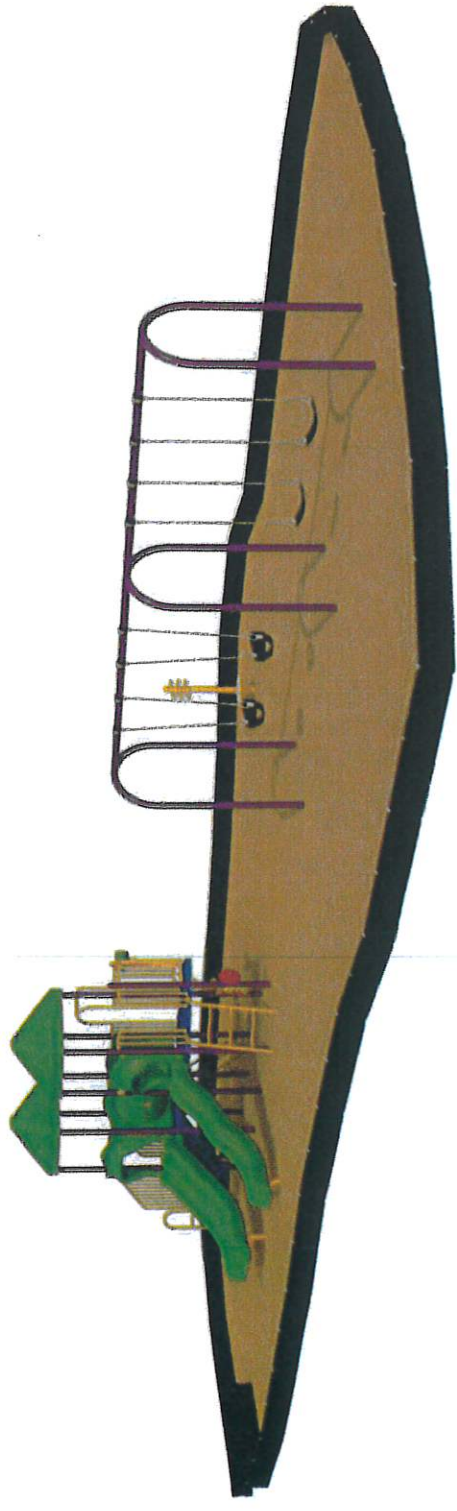
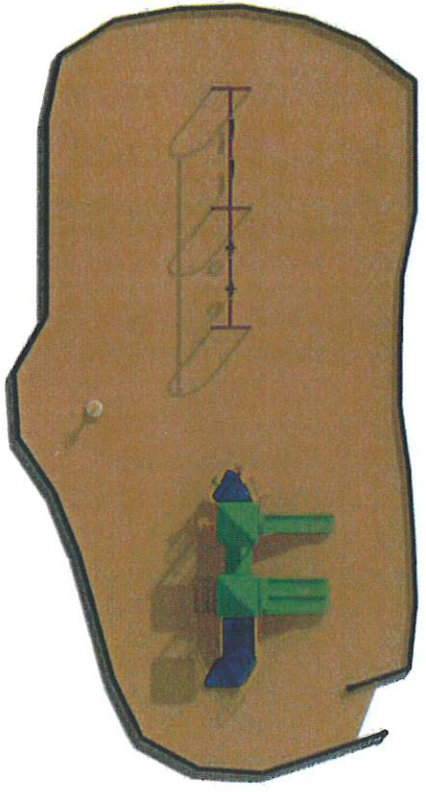
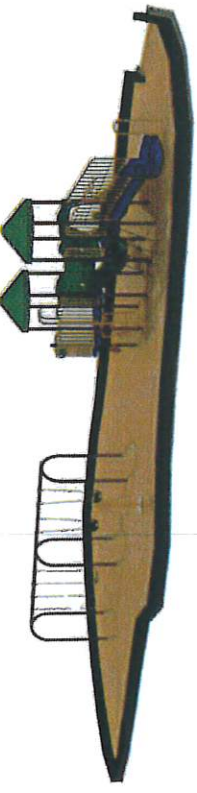
ASTM F1487 - Playground Equipment for Public Use.
 CPSC Handbook for Public Playground Safety

Playground Layout Compliance:



General Notes:

- Age Group** 2-5yrs 5-12 yrs 12-17yrs 18+ yrs
1. This American with Disabilities Act (ADA) may require that you modify your park area. Please playground area and consult to determine if the ADA applies to you.
 2. For playground equipment to be considered accessible, the proposed Access Board Regulations in regards to the playground may be in compliance when considering existing play components.
 3. All associated ground cover is to be placed under and around all play equipment.
 4. The structure is shown. The fall zone around the entire structure is shown. This includes the area around the structure, including the area around the base of the structure, etc.
 5. All dimensions are identified by text showing the post length. (i.e. 96" represents a 36" post).
 6. Not all equipment may be appropriate for all children. Supervision is required.



Project:
Amburn Park
Texas City, TX

LTCPS rep:
Graham Feidler
All Play, Inc.
(713) 939-9888

Ground Space: 56'-6" x 24'-6"
Protective Area: 69'-0" x 36'-0"

Drawn by: Graham Feidler
Date: 12/4/2020
DWG Name: R0300_44168940822

LTCPS - Farmington
878 East Highway 60
Monett, Missouri 65708
Voicex: 1-800-325-8828
Fax: 417-354-2273

The play components identified in this plan are in compliance with the requirements of ASTM F1487.



- ASTM F1487 - Playground Equipment for Public Use.
- CPSC Handbook for Public Playground Safety

Playground Layout Compliance:

LEED points for this structure





**Proposal
PlayPower LT Farmington, Inc.**

PO Box 204713
Dallas, TX 75320-4713

Phone: (713) 939-9888 * Fax: (713) 939-0304
1-800-842-9888

PROPOSAL SUBMITTED TO: City Of Texas City		PHONE: 409-682-6946 FAX:	DATE: 2/3/2021
STREET: 2010 5th Ave. N.		PROJECT NAME: Danforth Park - Texas City	
CITY, STATE AND ZIP CODE: Texas City, TX 77049		PROJECT LOCATION/SHIP TO: 321 6th Avenue North, Texas City, Texas 77590	
SALES PERSON Graham Feidler - 713-824-5986	JOB CONTACT: Byron Sefcik	E-MAIL bsefcik@texascitytx.gov	JOB PHONE 409-949-3030
QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Little Tikes Commercial Structure Drawing #R0300_44168941203 - Includes: PB20-72210, Snail Spring Rider, Two Bay 3.5" Arch Swings With Two Belt Seats Two Tot Seats And Approx. 180 Linear Feet Of Black Kid Timber Borders With Two End Caps	\$ 16,535.73	\$ 16,535.73
1	Installation Of Little Tikes Commercial Structure Drawing #R0300_44168941203	\$ 6,837.25	\$ 6,837.25
1	2,000 Sq. Ft Of Engineered Wood Fiber Kiddie Cushion Fall Surfacing At A 10" To 12" Depth With Non-Woven Geotextile Filter Fabric	\$ 6,800.00	\$ 6,800.00
	Pricing Based On Buyboard Contract #592-19		
	Tax Exempt or Resale Certificate Must Be Provided For Purchases Not Subject To Sales Tax.	SUB TOTAL	\$ 30,172.98
CAUTION: Never install playground equipment over a hard surface such as asphalt or concrete. Serious injury can result from falls to a hard surface. Choose a surface which will meet the U.S. Consumer Product Safety Commission recommendations for surfaces under playgrounds.		S&H (Freight)	\$ 1,438.73
		ERF	\$ 240.00
		TAX	\$ -
The ESTIMATED installation date for this equipment is _____ days from the date this fully executed proposal is received by All Play with applicable monies due.		TOTAL	\$ 31,851.71

We hereby propose to furnish material and labor – complete in accordance with above specifications, for the sum of Thirty One Thousand Eight Hundred Fifty One Dollars and Seventy One Cents **\$ 31,851.71**

Payment Terms:
Due Net 30 days with PO payable to
\$ 31,851.71 PlayPower LT Farmington, Inc. with
No regard or allowance for retainage

Authorized Signature: Graham Feidler
Graham Feidler

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL – The above prices, specifications and Conditions are satisfactory and are hereby accepted. You are authorized To do the work as specified. Payment will be made as outlined above. I Have read, understand, and agree to all Additional Terms and Conditions As outlined on the following page.

Date of Acceptance: _____ Signature _____
Title _____

Proposal

PlayPower LT Farmington, Inc.

PO Box 204713
Dallas, TX 75320-4713

Phone: (713) 939-9888 * Fax: (713) 939-0304
1-800-842-9888

ADDITIONAL TERMS AND CONDITIONS

1. All Play, Inc., Representative for PlayPower LT Farmington, Inc., and PlayPower LT Farmington, Inc. (collectively referred to as "PPLT") hereby submits these specifications and estimates for equipment/items as detailed in this proposal.
2. Prices quoted include a discount based on cash/check method of payment.
3. Payment Terms are as specified on pg. 1. On all purchase orders, the net payment for all equipment and freight is due no more than thirty (30) days from the invoice date. The net payment amount is without regard for, or allowance of, any retainage. All accounts are subject to the terms and conditions of PPLT's credit policies.
4. Quoted installation services detailed in this proposal shall include all labor, supervision, materials, supplies, equipment, tools and necessarily related insurances normally required to deliver and install the items as detailed in this proposal. PPLT will field dress any rutting or disturbances caused by PPLT's use of equipment to access the project site, however, unless otherwise detailed in this proposal re-sodding, re-seeding and finished grade services/repairs are not included.
5. Lead-time quoted is based upon the time your order is processed at the factory.
6. A 30% cancellation fee will be assessed on equipment orders that are cancelled more than ten (10) days from the date purchaser executes this Proposal.
7. PPLT's receipt of the Proposal, as signed by you, as an authorized agent of the Owner, below indicates your understanding and acceptance of the terms and conditions stated herein and shall be construed as a written acceptance of this proposal.
8. All items are shipped F.O.B. knocked down and will require unloading and assembly by purchaser unless installation is purchased.
9. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner is to carry fire, tornado and other necessary insurance. Our workers are covered by Workmen's Compensation Insurance.
10. Signing of final walk through or opening of playground constitutes completion, and payment is due at that time.
11. Plastisol and rotationally molded plastic components will have irregularities as a normal byproduct of the manufacturing process and cannot be controlled.
12. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under this agreement then such party shall or in part give notice and full particulars of such Force Majeure in writing to the other party within fourteen (14) days after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
13. Unless otherwise detailed in this proposal, permit application(s), processing and/or fees are excluded and/or are the responsibility of others.
14. PlayPower LT Farmington, Inc and All Play, Inc. is not responsible for underground utilities. Surcharges will incur for abnormal substrate, i.e., concrete, asphalt or landfill.

15. RELEASE AND INDEMNITY

SHOULD YOU ELECT NOT TO PURCHASE FALL SURFACING MATERIAL AND/OR INSTALLATION SERVICES FROM PPLT, THE FOLLOWING PROVISIONS SHALL APPLY:

(A.) YOU HEREBY AGREE TO RELEASE PPLT, ALL PLAY INC. AND ALL OF ITS/THEIR SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AFFILIATES ("RELEASED PARTIES") FROM ANY AND ALL CLAIMS OR DEMANDS YOU HAVE OR MAY HAVE AGAINST THE RELEASED PARTIES RELATED TO OR ARISING FROM THE FALL SURFACING MATERIAL THAT IS ULTIMATELY USED AT THE JOB LOCATION OR YOUR FAILURE TO INSTALL FALL SURFACING MATERIAL AT THE JOB LOCATION. THESE RELEASED CLAIMS EXPRESSLY INCLUDE CLAIMS FOR NONCOMPLIANCE WITH THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S RECOMMENDATIONS AND CLAIMS RELATED TO FAULTY, INADEQUATE, OR IMPROPER FALL SURFACING.

(B.) BECAUSE YOU HAVE EITHER CHOSEN NOT TO PURCHASE FALL SURFACING MATERIALS FROM PPLT, OR YOU HAVE MADE OTHER INSTALLATION ARRANGEMENTS, YOU FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS AND DAMAGES WHICH MAY RESULT FROM EQUIPMENT NOT INSTALLED IN COMPLIANCE WITH MANUFACTURER SPECIFICATIONS AND THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S RECOMMENDATIONS AND/OR THE INSTALLATION OF AND/OR ANY DEFECT IN THE FALL SURFACING MATERIALS USED AT THE JOB LOCATION, INCLUDING, DESPITE PPLT'S RECOMMENDATION OTHERWISE, YOUR USE OF NO FALL SURFACING AT ALL.

16. This Agreement shall be interpreted under Texas law. Any and all disputes arising under or relating to this Proposal shall be brought and resolved in in Harris County, Houston, Texas. This provision is mandatory and to the exclusion of all other venues. Purchaser acknowledges and agrees that PPLT reserves the right to institute arbitration proceedings to resolve disputes arising under or relating to this Agreement.

This Proposal constitutes the entire agreement between the parties on the subjects addressed herein. All prior agreements, negotiations and understandings with respect to the subject matter hereof, whether written or oral, are cancelled and superseded by this Proposal. No party is relying on any oral or other written representation or communication not otherwise contained in this Proposal.

I have read, understand, and agree to all Additional Terms and Conditions as outlined in this Proposal.

Signature _____

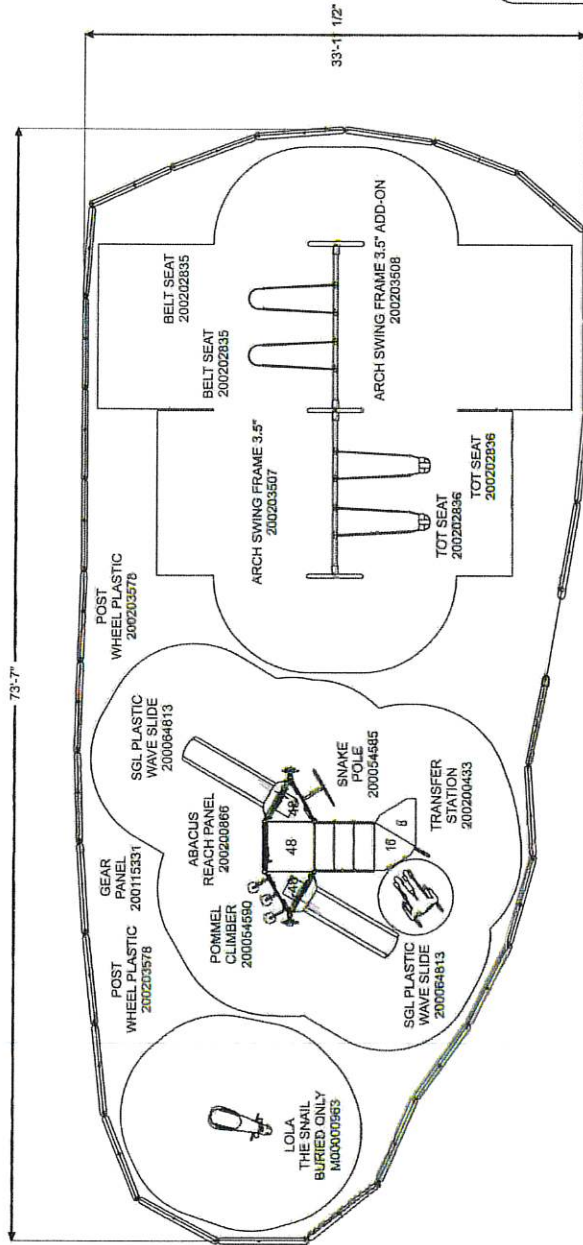
Date of Acceptance: _____

Title _____



General Notes:

- Age Group**
- 2-5yrs 5-12 yrs 13+ yrs
- The Americans with Disabilities Act (ADA) may require playground equipment to be accessible to children with disabilities when viewed in its entirety. Please consult your local ADA coordinator for more information. The accessible surfacing must be utilized in applicable areas.
 - Although a particular playground design may not meet the ADA requirements, modifications may be required to the appropriate number of ground cover components.
 - All playground components must be installed from top of ground cover.
 - Ground all play equipment.
 - Provide a 5-foot safety zone around the entire play structure as shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border curbs, etc.).
 - All post lengths are identified by text showing the post length. i.e. 56" represents a 56 inch post.
 - Not all equipment may be appropriate for all children. Supervision is required.

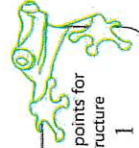


Project:
Danforth Park
Texas City, TX
LTCPS rep:
Graham Feidler
All Play, Inc.
(713) 939-9888

Ground Space: 60'-0" x 17'-6"
Protective Area: 72'-0" x 32'-6"

Drawn by: Graham Feidler
Date: 12/4/2020
DWG Name: R0300_44168941203

LTCPS - Farmington
878 East Highway 60
Monett, Missouri 65708
Voice: 1-800-325-8828
Fax: 417-354-2273



LEED points for this structure

The play components identified in this plan are PEI/AA certified. The use and installation of these components is subject to the requirements of ASTM F1487.



- ASTM F1487 - Playground Equipment for Public Use.
- CPSC Handbook for Public Playground Safety

Playground Layout Compliance:



DANFORTH PARK

MAYOR
CHARLES T. DOYLE

COMMISSIONERS
LYNN RAY ELLISON
FRANK SIMPSON

CONNIE JACKSON
CARL SULLIVAN

TEXAS CITY

PARKS AND RECREATION

Proposal
PlayPower LT Farmington, Inc.


PO Box 204713
Dallas, TX 75320-4713

Phone: (713) 939-9888 * Fax: (713) 939-0304
1-800-842-9888

PROPOSAL SUBMITTED TO: City Of Texas City		PHONE: 409-682-6946 FAX:	DATE: 2/3/2021
STREET: 2010 5th Ave. N.		PROJECT NAME: Florance Park - Texas City	
CITY, STATE AND ZIP CODE: Texas City, TX 77049		PROJECT LOCATION/SHIP TO: 3406 Magnolia Avenue, Texas City, Texas 77590	
SALES PERSON Graham Feidler - 713-824-5986	JOB CONTACT: Byron Sefcik	E-MAIL bsefcik@texascitytx.gov	JOB PHONE 409-949-3030
QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Little Tikes Commercial Structure Drawing #R0300_44168940822 - Includes: PB20-72207, Solo Spinner, Two Bay 3.5" Arch Swings With Two Belt Seats Two Tot Seats And Approx. 186 Linear Feet Of Black Kid Timber Borders With Two End Caps	\$ 18,370.10	\$ 18,370.10
1	Installation Of Little Tikes Commercial Structure Drawing #R0300_44168940822	\$ 8,580.95	\$ 8,580.95
1	2,000 Sq. Ft Of Engineered Wood Fiber Kiddie Cushion Fall Surfacing At A 10" To 12" Depth With Non-Woven Geotextile Filter Fabric	\$ 6,800.00	\$ 6,800.00
	Pricing Based On Buyboard Contract #592-19		
	Tax Exempt or Resale Certificate Must Be Provided For Purchases Not Subject To Sales Tax.	SUB TOTAL	\$ 33,751.05
CAUTION: Never install playground equipment over a hard surface such as asphalt or concrete. Serious injury can result from falls to a hard surface. Choose a surface which will meet the U.S. Consumer Product Safety Commission recommendations for surfaces under playgrounds.		S&H (Freight)	\$ 1,489.55
		ERF	\$ 240.00
		TAX	\$ -
The ESTIMATED installation date for this equipment is _____ days from the date this fully executed proposal is received by All Play with applicable monies due.		TOTAL	\$ 35,480.60

We hereby propose to furnish material and labor – complete in accordance with above specifications, for the sum of Thirty Five Thousand Four Hundred Eighty Dollars and Sixty Cents \$ 35,480.60

Payment Terms: Due Net 30 days with PO payable to
\$ 35,480.60 PlayPower LT Farmington, Inc. with
No regard or allowance for retainage


 Authorized Signature: Graham Feidler

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL – The above prices, specifications and Conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. I Have read, understand, and agree to all Additional Terms and Conditions As outlined on the following page.

Date of Acceptance: _____ Signature _____
Title _____

Proposal
PlayPower LT Farmington, Inc.

PO Box 204713
Dallas, TX 75320-4713

Phone: (713) 939-9888 * Fax: (713) 939-0304
1-800-842-9888

ADDITIONAL TERMS AND CONDITIONS

1. All Play, Inc., Representative for PlayPower LT Farmington, Inc., and PlayPower LT Farmington, Inc. (collectively referred to as "PPLT") hereby submits these specifications and estimates for equipment/items as detailed in this proposal.
2. Prices quoted include a discount based on cash/check method of payment.
3. Payment Terms are as specified on pg. 1. On all purchase orders, the net payment for all equipment and freight is due no more than thirty (30) days from the invoice date. The net payment amount is without regard for, or allowance of, any retainage. All accounts are subject to the terms and conditions of PPLT's credit policies.
4. Quoted installation services detailed in this proposal shall include all labor, supervision, materials, supplies, equipment, tools and necessarily related insurances normally required to deliver and install the items as detailed in this proposal. PPLT will field dress any rutting or disturbances caused by PPLT's use of equipment to access the project site, however, unless otherwise detailed in this proposal re-sodding, re-seeding and finished grade services/repairs are not included.
5. Lead-time quoted is based upon the time your order is processed at the factory.
6. A 30% cancellation fee will be assessed on equipment orders that are cancelled more than ten (10) days from the date purchaser executes this Proposal.
7. PPLT's receipt of the Proposal, as signed by you, as an authorized agent of the Owner, below indicates your understanding and acceptance of the terms and conditions stated herein and shall be construed as a written acceptance of this proposal.
8. All items are shipped F.O.B. knocked down and will require unloading and assembly by purchaser unless installation is purchased.
9. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner is to carry fire, tornado and other necessary insurance. Our workers are covered by Workmen's Compensation Insurance.
10. Signing of final walk through or opening of playground constitutes completion, and payment is due at that time.
11. Plastisol and rotationally molded plastic components will have irregularities as a normal byproduct of the manufacturing process and cannot be controlled.
12. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under this agreement then such party shall or in part give notice and full particulars of such Force Majeure in writing to the other party within fourteen (14) days after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
13. Unless otherwise detailed in this proposal, permit application(s), processing and/or fees are excluded and/or are the responsibility of others.
14. PlayPower LT Farmington, Inc and All Play, Inc. is not responsible for underground utilities. Surcharges will incur for abnormal substrate, i.e., concrete, asphalt or landfill.

15. RELEASE AND INDEMNITY

SHOULD YOU ELECT NOT TO PURCHASE FALL SURFACING MATERIAL AND/OR INSTALLATION SERVICES FROM PPLT, THE FOLLOWING PROVISIONS SHALL APPLY:

(A.) YOU HEREBY AGREE TO RELEASE PPLT, ALL PLAY INC. AND ALL OF ITS/THEIR SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AFFILIATES ("RELEASED PARTIES") FROM ANY AND ALL CLAIMS OR DEMANDS YOU HAVE OR MAY HAVE AGAINST THE RELEASED PARTIES RELATED TO OR ARISING FROM THE FALL SURFACING MATERIAL THAT IS ULTIMATELY USED AT THE JOB LOCATION OR YOUR FAILURE TO INSTALL FALL SURFACING MATERIAL AT THE JOB LOCATION. THESE RELEASED CLAIMS EXPRESSLY INCLUDE CLAIMS FOR NONCOMPLIANCE WITH THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S RECOMMENDATIONS AND CLAIMS RELATED TO FAULTY, INADEQUATE, OR IMPROPER FALL SURFACING.

(B.) BECAUSE YOU HAVE EITHER CHOSEN NOT TO PURCHASE FALL SURFACING MATERIALS FROM PPLT, OR YOU HAVE MADE OTHER INSTALLATION ARRANGEMENTS, YOU FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS AND DAMAGES WHICH MAY RESULT FROM EQUIPMENT NOT INSTALLED IN COMPLIANCE WITH MANUFACTURER SPECIFICATIONS AND THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S RECOMMENDATIONS AND/OR THE INSTALLATION OF AND/OR ANY DEFECT IN THE FALL SURFACING MATERIALS USED AT THE JOB LOCATION, INCLUDING, DESPITE PPLT'S RECOMMENDATION OTHERWISE, YOUR USE OF NO FALL SURFACING AT ALL.

16. This Agreement shall be interpreted under Texas law. Any and all disputes arising under or relating to this Proposal shall be brought and resolved in in Harris County, Houston, Texas. This provision is mandatory and to the exclusion of all other venues. Purchaser acknowledges and agrees that PPLT reserves the right to institute arbitration proceedings to resolve disputes arising under or relating to this Agreement.

This Proposal constitutes the entire agreement between the parties on the subjects addressed herein. All prior agreements, negotiations and understandings with respect to the subject matter hereof, whether written or oral, are cancelled and superseded by this Proposal. No party is relying on any oral or other written representation or communication not otherwise contained in this Proposal.

I have read, understand, and agree to all Additional Terms and Conditions as outlined in this Proposal.

Signature _____

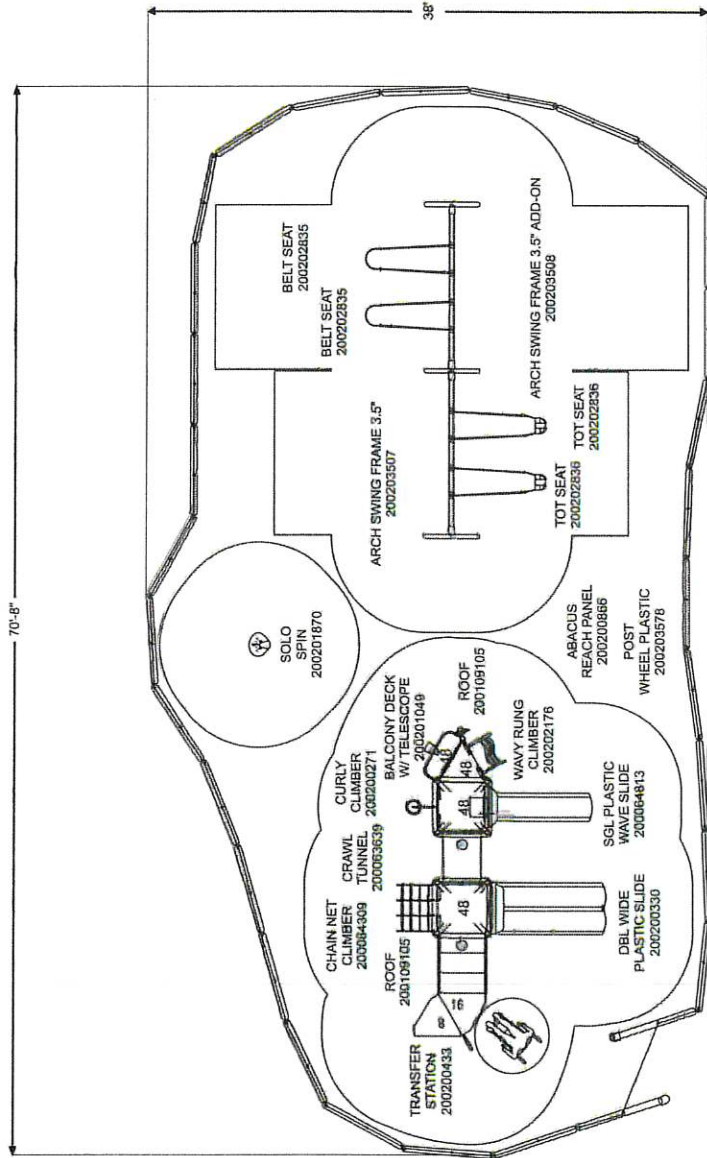
Date of Acceptance: _____

Title _____



General Notes:

- Age Group 2-5 yrs 5-12 yrs 12-17 yrs 17+ yrs
- The Americans with Disabilities Act (ADA) may require modifications to equipment to be accessible to all children when viewed in its entirety. Please consult your local ADA coordinator for more information.
 - Consult your local ADA coordinator for more information on how to determine if this ADA applies to you.
 - For playground equipment, the ADA applies to the accessible route, not the entire structure. The accessible route is the path of travel from the entrance to the play area to the proposed Access Board regulations in regards to the playground may be in compliance when considering existing play components.
 - Accessibility is determined from top of ground cover.
 - Fall protection is required for all equipment.
 - Equipment that fall from the structure, the entire structure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border lengths, i.e. 5'6" represents a 5'6" inch post).
 - Not all equipment may be appropriate for all children. Supervision is required.

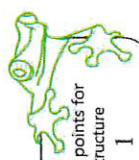


Project:
 Florence Park
 Texas City, TX
LTCPS rep:
 Graham Feidler
 All Play, Inc.
 (713) 939-9888

Ground Space: 56'-6" x 24'-6"
Protective Area: 69'-0" x 36'-0"

Drawn by: Graham Feidler
Date: 12/4/2020
DWG Name: R0300_44168924520

LTCPS - Farmington
 878 East Highway 60
 Monett, Missouri 65708
Voicce: 1-800-325-8828
Fax: 417-354-2273



LEED points for this structure I

The play components identified in this plan are IPMA certified. The use and installation of these components are in compliance with the requirements of ASTM F1487.

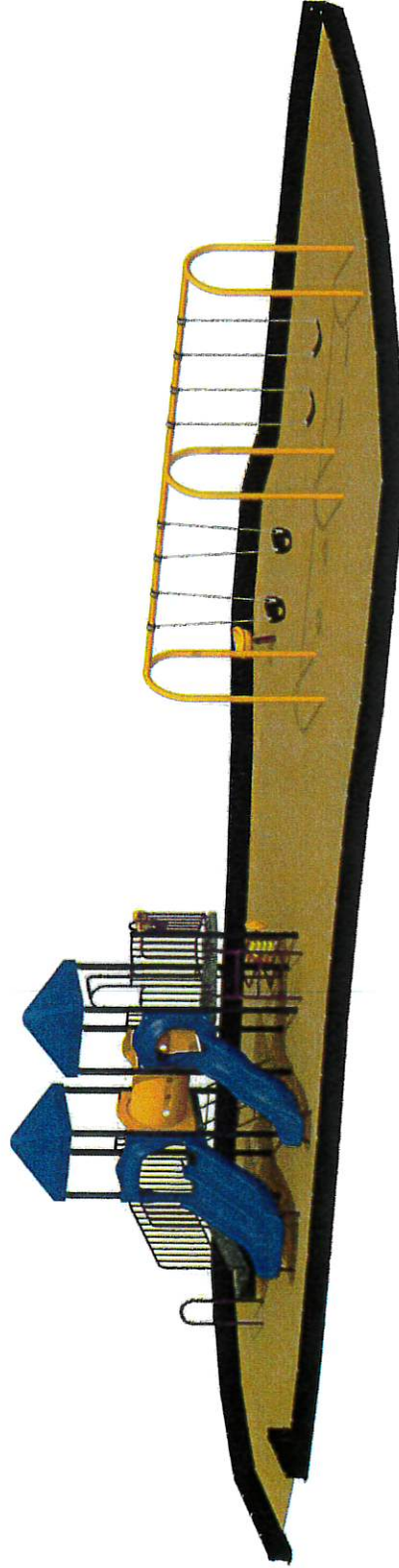
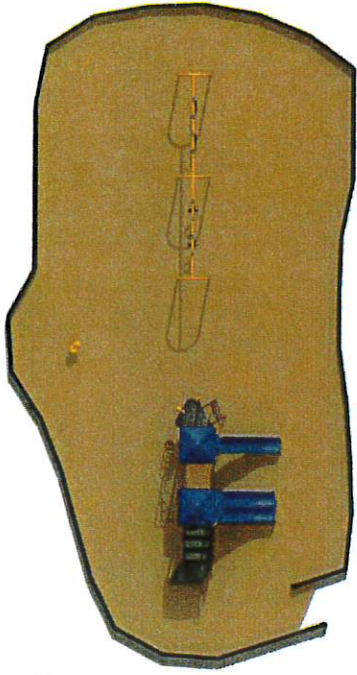
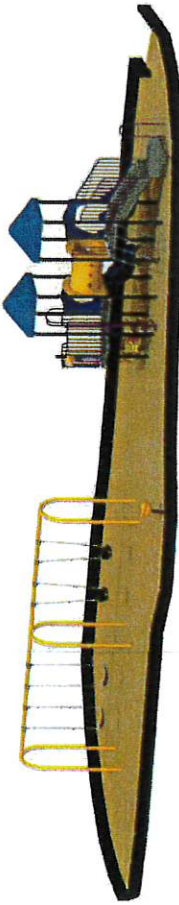


- ASTM F1487 - Playground Equipment for Public Use.
- CPSC Handbook for Public Playground Safety

Playground Layout Compliance:

General Notes:

- Age Group**
 2-5yrs 5-12 yrs 2-12yrs 13+ yrs
- The American with Disabilities Act (ADA) may require that a portion of the playground be accessible to children with wheelchairs. Please consult your local health department to determine if the ADA applies to you.
 - Although a particular playground design may not meet the ADA requirements, it may be possible to modify the design to meet the appropriate number of ground level events. The actual playground may be in compliance when considering the ADA requirements.
 - All deck heights are measured from top of ground cover.
 - Fall absorbing ground cover is required under and around the entire structure.
 - The maximum recommended fall zone around the entire structure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, border curbs, etc.).
 - All post heights are identified by text showing the post height. i.e. 56 represents a 56 inch post. All heights must be appropriate for all children. Supervision is required.



Project:
 Florence Park
 Texas City, TX

LTCPS rep:
 Graham Feidler
 All Play, Inc.
 (713) 939-9888

Ground Space: 56'-6" x 24'-6"
Protective Area: 69'-0" x 36'-0"

Drawn by: Graham Feidler
Date: 12/4/2020
DWG Name: R0300_44168924520

LTCPS - Farmington
 878 East Highway 60
 Monett, Missouri 65708
Voice: 1-800-325-8828
Fax: 417-354-2273

Playground Layout Compliance:

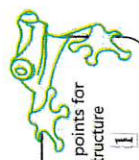
- ASTM F1487 - Playground Equipment for Public Use.
- CPSC Handbook for Public Playground Safety



The play components identified in this plan are PEWAK certified. The use and installation of these components must conform to the requirements of ASTM F1487.

LEED points for this structure

1





**Proposal
PlayPower LT Farmington, Inc.**


PO Box 204713
Dallas, TX 75320-4713

Phone: (713) 939-9888 * Fax: (713) 939-0304
1-800-842-9888

PROPOSAL SUBMITTED TO: City Of Texas City		PHONE: 409-682-6946 FAX:	DATE: 2/3/2021
STREET: 2010 5th Ave. N.		PROJECT NAME: Goodson Park - Texas City	
CITY, STATE AND ZIP CODE: Texas City, TX 77049		PROJECT LOCATION/SHIP TO: 19th Avenue And 11th Street North, Texas City, Texas 77590	
SALES PERSON Graham Feidler - 713-824-5986	JOB CONTACT: Byron Sefcik	E-MAIL bsefcik@texascitytx.gov	JOB PHONE 409-949-3030
QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Little Tikes Commercial Structure Drawing #R0300_44168903543 - Includes: PB20-72204, Bubbles The Whale Spring Rider, Two Bay 3.5" Arch Swings With Two Belt Seats Two Tot Seats And Approx. 168 Linear Feet Of Black Kid Timber Borders With Two End Caps	\$ 17,625.50	\$ 17,625.50
1	Installation Of Little Tikes Commercial Structure Drawing #R0300_44168903543	\$ 7,054.95	\$ 7,054.95
1	2,000 Sq. Ft Of Engineered Wood Fiber Kiddie Cushion Fall Surfacing At A 10" To 12" Depth With Non-Woven Geotextile Filter Fabric	\$ 6,800.00	\$ 6,800.00
	Pricing Based On Buyboard Contract #592-19		
	Tax Exempt or Resale Certificate Must Be Provided For Purchases Not Subject To Sales Tax.	SUB TOTAL	\$ 31,480.45
CAUTION: Never install playground equipment over a hard surface such as asphalt or concrete. Serious injury can result from falls to a hard surface. Choose a surface which will meet the U.S. Consumer Product Safety Commission recommendations for surfaces under playgrounds. The ESTIMATED installation date for this equipment is _____ days from the date this fully executed proposal is received by All Play with applicable monies due.		S&H (Freight)	\$ 1,438.73
		ERF	\$ 240.00
		TAX	\$ -
		TOTAL	\$ 33,159.18

We hereby propose to furnish material and labor – complete in accordance with above specifications, for the sum of Thirty Three Thousand One Hundred Fifty Nine Dollars and Eighteen Cents **\$ 33,159.18**

Payment Terms: Due Net 30 days with PO payable to PlayPower LT Farmington, Inc. with No regard or allowance for retainage


 Authorized Signature: Graham Feidler

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL – The above prices, specifications and Conditions are satisfactory and are hereby accepted. You are authorized To do the work as specified. Payment will be made as outlined above. I Have read, understand, and agree to all Additional Terms and Conditions As outlined on the following page.

Date of Acceptance: _____ **Signature** _____

Title _____

Proposal
PlayPower LT Farmington, Inc.

PO Box 204713
Dallas, TX 75320-4713

Phone: (713) 939-9888 * Fax: (713) 939-0304
1-800-842-9888

ADDITIONAL TERMS AND CONDITIONS

1. All Play, Inc., Representative for PlayPower LT Farmington, Inc., and PlayPower LT Farmington, Inc. (collectively referred to as "PPLT") hereby submits these specifications and estimates for equipment/items as detailed in this proposal.
2. Prices quoted include a discount based on cash/check method of payment.
3. Payment Terms are as specified on pg. 1. On all purchase orders, the net payment for all equipment and freight is due no more than thirty (30) days from the invoice date. The net payment amount is without regard for, or allowance of, any retainage. All accounts are subject to the terms and conditions of PPLT's credit policies.
4. Quoted installation services detailed in this proposal shall include all labor, supervision, materials, supplies, equipment, tools and necessarily related insurances normally required to deliver and install the items as detailed in this proposal. PPLT will field dress any rutting or disturbances caused by PPLT's use of equipment to access the project site, however, unless otherwise detailed in this proposal re-sodding, re-seeding and finished grade services/repairs are not included.
5. Lead-time quoted is based upon the time your order is processed at the factory.
6. A 30% cancellation fee will be assessed on equipment orders that are cancelled more than ten (10) days from the date purchaser executes this Proposal.
7. PPLT's receipt of the Proposal, as signed by you, as an authorized agent of the Owner, below indicates your understanding and acceptance of the terms and conditions stated herein and shall be construed as a written acceptance of this proposal.
8. All items are shipped F.O.B. knocked down and will require unloading and assembly by purchaser unless installation is purchased.
9. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner is to carry fire, tornado and other necessary insurance. Our workers are covered by Workmen's Compensation Insurance.
10. Signing of final walk through or opening of playground constitutes completion, and payment is due at that time.
11. Plastisol and rotationally molded plastic components will have irregularities as a normal byproduct of the manufacturing process and cannot be controlled.
12. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under this agreement then such party shall or in part give notice and full particulars of such Force Majeure in writing to the other party within fourteen (14) days after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
13. Unless otherwise detailed in this proposal, permit application(s), processing and/or fees are excluded and/or are the responsibility of others.
14. PlayPower LT Farmington, Inc and All Play, Inc. is not responsible for underground utilities. Surcharges will incur for abnormal substrate, i.e., concrete, asphalt or landfill.
15. **RELEASE AND INDEMNITY**
SHOULD YOU ELECT NOT TO PURCHASE FALL SURFACING MATERIAL AND/OR INSTALLATION SERVICES FROM PPLT, THE FOLLOWING PROVISIONS SHALL APPLY:
(A.) YOU HEREBY AGREE TO RELEASE PPLT, ALL PLAY INC. AND ALL OF ITS/THEIR SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AFFILIATES ("RELEASED PARTIES") FROM ANY AND ALL CLAIMS OR DEMANDS YOU HAVE OR MAY HAVE AGAINST THE RELEASED PARTIES RELATED TO OR ARISING FROM THE FALL SURFACING MATERIAL THAT IS ULTIMATELY USED AT THE JOB LOCATION OR YOUR FAILURE TO INSTALL FALL SURFACING MATERIAL AT THE JOB LOCATION. THESE RELEASED CLAIMS EXPRESSLY INCLUDE CLAIMS FOR NONCOMPLIANCE WITH THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S RECOMMENDATIONS AND CLAIMS RELATED TO FAULTY, INADEQUATE, OR IMPROPER FALL SURFACING.
(B.) BECAUSE YOU HAVE EITHER CHOSEN NOT TO PURCHASE FALL SURFACING MATERIALS FROM PPLT, OR YOU HAVE MADE OTHER INSTALLATION ARRANGEMENTS, YOU FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS AND DAMAGES WHICH MAY RESULT FROM EQUIPMENT NOT INSTALLED IN COMPLIANCE WITH MANUFACTURER SPECIFICATIONS AND THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S RECOMMENDATIONS AND/OR THE INSTALLATION OF AND/OR ANY DEFECT IN THE FALL SURFACING MATERIALS USED AT THE JOB LOCATION, INCLUDING, DESPITE PPLT'S RECOMMENDATION OTHERWISE, YOUR USE OF NO FALL SURFACING AT ALL.
16. This Agreement shall be interpreted under Texas law. Any and all disputes arising under or relating to this Proposal shall be brought and resolved in in Harris County, Houston, Texas. This provision is mandatory and to the exclusion of all other venues. Purchaser acknowledges and agrees that PPLT reserves the right to institute arbitration proceedings to resolve disputes arising under or relating to this Agreement.

This Proposal constitutes the entire agreement between the parties on the subjects addressed herein. All prior agreements, negotiations and understandings with respect to the subject matter hereof, whether written or oral, are cancelled and superseded by this Proposal. No party is relying on any oral or other written representation or communication not otherwise contained in this Proposal.

I have read, understand, and agree to all Additional Terms and Conditions as outlined in this Proposal.

Signature _____

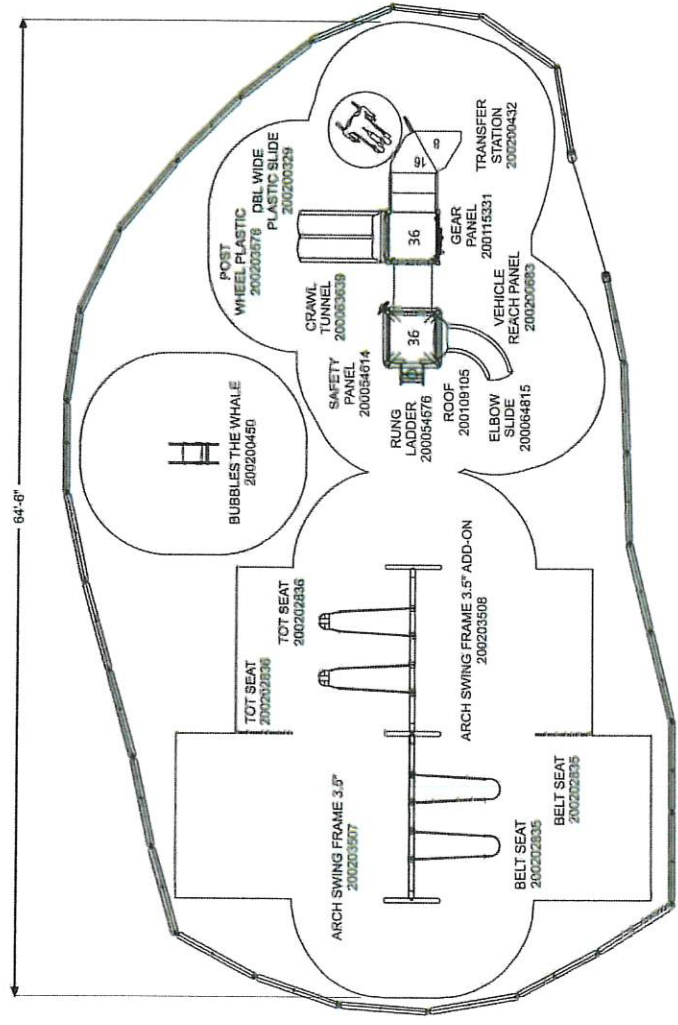
Date of Acceptance: _____

Title _____



General Notes:

- Age Group**
 2-5yrs 5-12 yrs 12-17yrs 18+yrs
- The Americans with Disabilities Act (ADA) may require this area to be accessible to children with disabilities. Please consult your local health department for more information.
 - Consult to determine if the ADA applies to you.
 - Although a particular playground design may not meet the ADA requirements, the manufacturer may be able to provide an alternative number of ground level points. If an alternative playground may be in compliance when considering:
 - All deck, play cover, and matting from top of ground cover.
 - Play structure is shown. This zone is to be free of all tripping or collision hazards (i.e. roots, rocks, lumber).
 - All post heights are identified by text showing the post lengths. i.e. 56" represents a 56" high post.
 - Not all equipment may be appropriate for all children. Supervision is required.



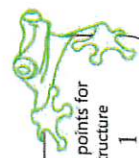
64'-6"

Project:
 Goodson Park
 Texas City, TX
 LTCPS rep:
 Graham Feidler
 All Play, Inc.
 (713) 939-9888

Ground Space: 52'-6" x 23'-6"
Protective Area: 65'-0" x 39'-0"

Drawn by: Graham Feidler
Date: 12/4/2020
DWG Name: R0300_44168903543

LTCPS - Farmington
 878 East Highway 60
 Monett, Missouri 65708
 Voice: 1-800-325-8828
 Fax: 417-354-2273



LEED points for this structure
 1

The play components identified in this plan are IPPEA certified. The use and order of these components is in strict accordance with the requirements of ASTM F1487.



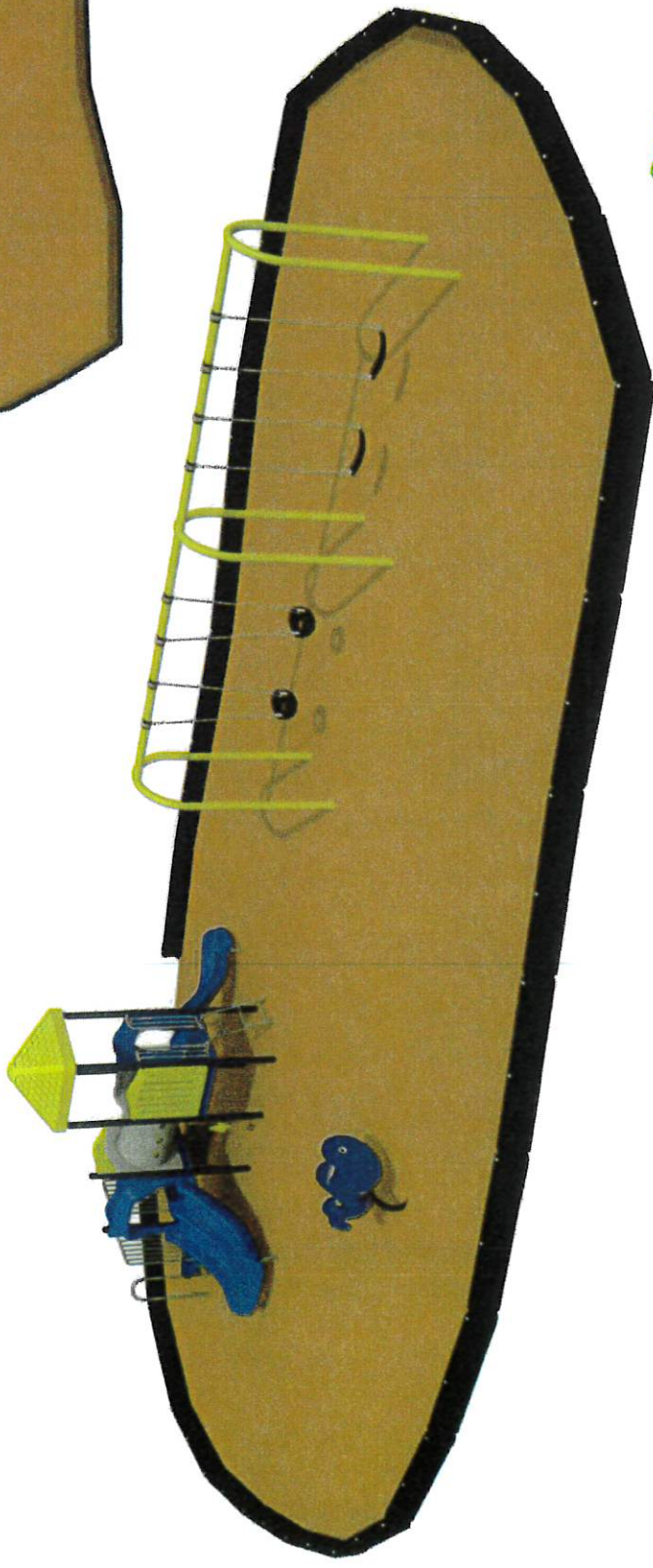
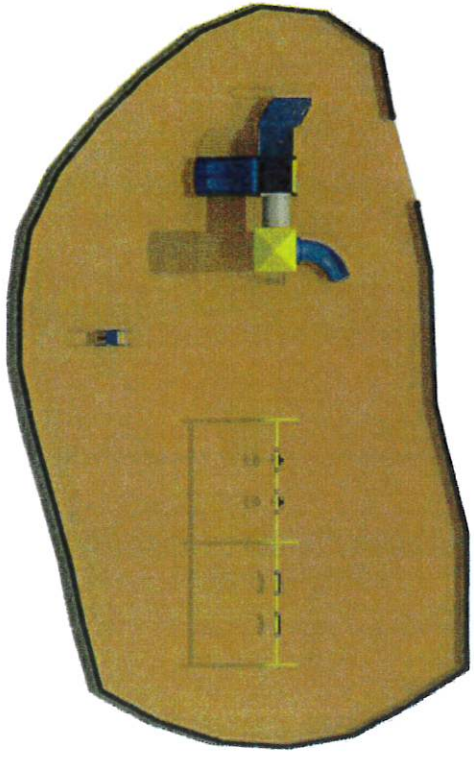
- ASTM F1487 - Playground Equipment for Public Use.
- CPSC Handbook for Public Playground Safety

Playground Layout Compliance:



General Notes:

- Age Group 2-5yrs 5-12 yrs 2-12yrs 13+ yrs
- The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible to children with disabilities. Please consult your local health department for more information and to determine if the ADA applies to you.
 - For playground equipment to be considered accessible, the equipment must be designed and constructed in accordance with the provisions of the ADA. The proposed Access Board Regulations in regards to the playground may be in compliance when considering the following components:
 1. All accessible ground cover is required under and around all play equipment.
 2. The maximum height of the fall zone around the entire equipment is shown. This fall zone must be free of tripping or collision hazards (i.e. rocks, roots, border materials, etc.).
 3. All equipment is identified by text showing the post lengths. (i.e. 56" represents a 56" inch post.)
 - For all equipment may be appropriate for all children. Superelevation is required.



Project: Goodson Park
Texas City, TX
LTCPS rep: Graham Feidler
All Play, Inc.
(713) 939-9888

Ground Space: 52'-6" x 23'-6"
Protective Area: 65'-0" x 39'-0"

Drawn by: Graham Feidler
Date: 12/4/2020
DWG Name: R0300_44168903543

LTCPS - Farmington
878 East Highway 60
Monett, Missouri 65708
Voice: 1-800-325-8828
Fax: 417-354-2273



The play components identified in this plan are IPAA certified. The use and installation of this equipment is subject to the requirements of ASTM F1487.



LEED points for this structure

1

- ASTM F1487 - Playground Equipment for Public Use.
- CPSC Handbook for Public Playground Safety

Playground Layout Compliance:



Proposal
PlayPower LT Farmington, Inc.

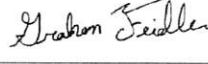
PO Box 204713
 Dallas, TX 75320-4713

Phone: (713) 939-9888 * Fax: (713) 939-0304
 1-800-842-9888

PROPOSAL SUBMITTED TO: City Of Texas City		PHONE: 409-682-6946 FAX:	DATE: 2/3/2021
STREET: 2010 5th Ave. N.		PROJECT NAME: Tarpey Park - Texas City	
CITY, STATE AND ZIP CODE: Texas City, TX 77049		PROJECT LOCATION/SHIP TO: 1401 Bay Street, Texas City, Texas 77590	
SALES PERSON Graham Feidler - 713-824-5986	JOB CONTACT: Byron Sefcik	E-MAIL bsefcik@texascitytx.gov	JOB PHONE 409-949-3030
QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Little Tikes Commercial Structure Drawing #R0300_44180687669 - Includes: PB20-72205, Jackhammer And Two Bay Maxplay Swings With Two Belt Seats & Two Tot Seats	\$ 23,326.66	\$ 23,326.66
1	Installation Of Little Tikes Commercial Structure Drawing #R0300_44167546347	\$ 11,316.55	\$ 11,316.55
1	2,200 Sq. Ft Of Engineered Wood Fiber Kiddie Cushion Fall Surfacing At A 10" To 12" Depth With Non-Woven Geotextile Filter Fabric	\$ 6,897.00	\$ 6,897.00
1	Approx. 180 Li. Ft. Of Concrete Curb Border 12" Tall By 6" Wide W/ Weep Holes	\$ 7,995.00	\$ 7,995.00
	Pricing Based On Buyboard Contract #592-19		
	Tax Exempt or Resale Certificate Must Be Provided For Purchases Not Subject To Sales Tax.	SUB TOTAL	\$ 49,535.21
CAUTION: Never install playground equipment over a hard surface such as asphalt or concrete. Serious injury can result from falls to a hard surface. Choose a surface which will meet the U.S. Consumer Consumer Product Safety Commission recommendations for surfaces under playgrounds.		S&H (Freight)	\$ 1,438.73
		ERF	\$ 240.00
		TAX	\$ -
The ESTIMATED installation date for this equipment is _____ days from the date this fully executed proposal is received by All Play with applicable monies due.		TOTAL	\$ 51,213.94

We hereby propose to furnish material and labor – complete in accordance with above specifications, for the sum of Fifty One Thousand Two Hundred Thirteen Dollars and Ninety Four Cents \$ 51,213.94

Payment Terms: Due Net 30 days with PO payable to PlayPower LT Farmington, Inc. with No regard or allowance for retainage

Authorized Signature:  Graham Feidler

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL – The above prices, specifications and Conditions are satisfactory and are hereby accepted. You are authorized To do the work as specified. Payment will be made as outlined above. I Have read, understand, and agree to all Additional Terms and Conditions As outlined on the following page.

Date of Acceptance: _____ Signature _____ Title _____

Proposal

PlayPower LT Farmington, Inc.

PO Box 204713
Dallas, TX 75320-4713

Phone: (713) 939-9888 * Fax: (713) 939-0304
1-800-842-9888

ADDITIONAL TERMS AND CONDITIONS

1. All Play, Inc., Representative for PlayPower LT Farmington, Inc., and PlayPower LT Farmington, Inc. (collectively referred to as "PPLT") hereby submits these specifications and estimates for equipment/items as detailed in this proposal.
2. Prices quoted include a discount based on cash/check method of payment.
3. Payment Terms are as specified on pg. 1. On all purchase orders, the net payment for all equipment and freight is due no more than thirty (30) days from the invoice date. The net payment amount is without regard for, or allowance of, any retainage. All accounts are subject to the terms and conditions of PPLT's credit policies.
4. Quoted installation services detailed in this proposal shall include all labor, supervision, materials, supplies, equipment, tools and necessarily related insurances normally required to deliver and install the items as detailed in this proposal. PPLT will field dress any rutting or disturbances caused by PPLT's use of equipment to access the project site, however, unless otherwise detailed in this proposal re-sodding, re-seeding and finished grade services/repairs are not included.
5. Lead-time quoted is based upon the time your order is processed at the factory.
6. A 30% cancellation fee will be assessed on equipment orders that are cancelled more than ten (10) days from the date purchaser executes this Proposal.
7. PPLT's receipt of the Proposal, as signed by you, as an authorized agent of the Owner, below indicates your understanding and acceptance of the terms and conditions stated herein and shall be construed as a written acceptance of this proposal.
8. All items are shipped F.O.B. knocked down and will require unloading and assembly by purchaser unless installation is purchased.
9. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner is to carry fire, tornado and other necessary insurance. Our workers are covered by Workmen's Compensation Insurance.
10. Signing of final walk through or opening of playground constitutes completion, and payment is due at that time.
11. Plastisol and rotationally molded plastic components will have irregularities as a normal byproduct of the manufacturing process and cannot be controlled.
12. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under this agreement then such party shall or in part give notice and full particulars of such Force Majeure in writing to the other party within fourteen (14) days after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
13. Unless otherwise detailed in this proposal, permit application(s), processing and/or fees are excluded and/or are the responsibility of others.
14. PlayPower LT Farmington, Inc and All Play, Inc. is not responsible for underground utilities. Surcharges will incur for abnormal substrate, i.e., concrete, asphalt or landfill.

15. RELEASE AND INDEMNITY

SHOULD YOU ELECT NOT TO PURCHASE FALL SURFACING MATERIAL AND/OR INSTALLATION SERVICES FROM PPLT, THE FOLLOWING PROVISIONS SHALL APPLY:

(A.) YOU HEREBY AGREE TO RELEASE PPLT, ALL PLAY INC. AND ALL OF ITS/THEIR SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AFFILIATES ("RELEASED PARTIES") FROM ANY AND ALL CLAIMS OR DEMANDS YOU HAVE OR MAY HAVE AGAINST THE RELEASED PARTIES RELATED TO OR ARISING FROM THE FALL SURFACING MATERIAL THAT IS ULTIMATELY USED AT THE JOB LOCATION OR YOUR FAILURE TO INSTALL FALL SURFACING MATERIAL AT THE JOB LOCATION. THESE RELEASED CLAIMS EXPRESSLY INCLUDE CLAIMS FOR NONCOMPLIANCE WITH THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S RECOMMENDATIONS AND CLAIMS RELATED TO FAULTY, INADEQUATE, OR IMPROPER FALL SURFACING.

(B.) BECAUSE YOU HAVE EITHER CHOSEN NOT TO PURCHASE FALL SURFACING MATERIALS FROM PPLT, OR YOU HAVE MADE OTHER INSTALLATION ARRANGEMENTS, YOU FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS AND DAMAGES WHICH MAY RESULT FROM EQUIPMENT NOT INSTALLED IN COMPLIANCE WITH MANUFACTURER SPECIFICATIONS AND THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S RECOMMENDATIONS AND/OR THE INSTALLATION OF AND/OR ANY DEFECT IN THE FALL SURFACING MATERIALS USED AT THE JOB LOCATION, INCLUDING, DESPITE PPLT'S RECOMMENDATION OTHERWISE, YOUR USE OF NO FALL SURFACING AT ALL.

16. This Agreement shall be interpreted under Texas law. Any and all disputes arising under or relating to this Proposal shall be brought and resolved in in Harris County, Houston, Texas. This provision is mandatory and to the exclusion of all other venues. Purchaser acknowledges and agrees that PPLT reserves the right to institute arbitration proceedings to resolve disputes arising under or relating to this Agreement.

This Proposal constitutes the entire agreement between the parties on the subjects addressed herein. All prior agreements, negotiations and understandings with respect to the subject matter hereof, whether written or oral, are cancelled and superseded by this Proposal. No party is relying on any oral or other written representation or communication not otherwise contained in this Proposal.

I have read, understand, and agree to all Additional Terms and Conditions as outlined in this Proposal.

Signature _____

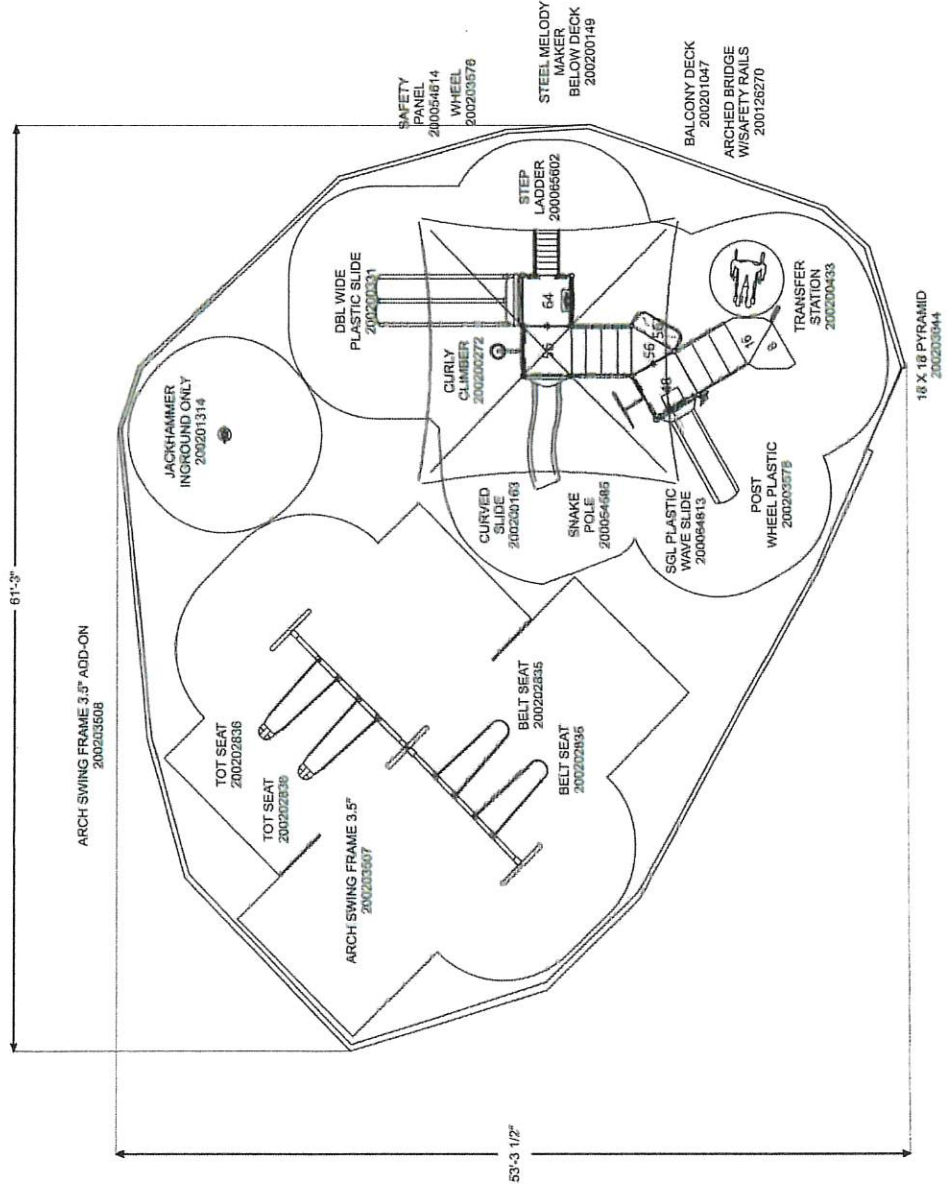
Date of Acceptance: _____

Title _____



General Notes:

- 2-5yrs 5-12 yrs 2-12yrs 13+ yrs
1. The manufacturer with this design (ASTM) may require that you make a site analysis and provide a site plan when viewed at its facility. Please contact your local distributor for more information.
2. Contact your distributor for more information regarding accessibility surfacing requirements in applicable areas.
3. This design is a general design and may not meet the appropriate number of ground level events, the actual playground may be in compliance when considering:
- All deck heights are measured from top of ground cover.
 - All fall absorbing ground cover is required under and around all play equipment.
 - The total fall height represented fall zone around the entire play structure is shown. This zone is to be free of all obstructions (e.g., rocks, roots, holes, border markings, etc.).
 - All post heights are identified by text showing the post length. The '96' represents a 96" arch post. Supervision is required.

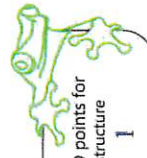


Project:
 Tarpey Park
 Texas City, TX
 LTCPS rep:
 Graham Feidler
 All Play, Inc.
 (713) 939-9888

Ground Space: 43'-6" x 40'-0"
Protective Area: 59'-6" x 51'-6"

Drawn by: Graham Feidler
Date: 12/4/2020
DWG Name: R0300_44180687669

LTCPS - Farmington
 878 East Highway 60
 Monett, Missouri 65708
 Voice: 1-800-325-8828
 Fax: 417-354-2273



LEED points for this structure
 1

The play components identified in this layout of these components conform to the requirements of ASTM F1487.

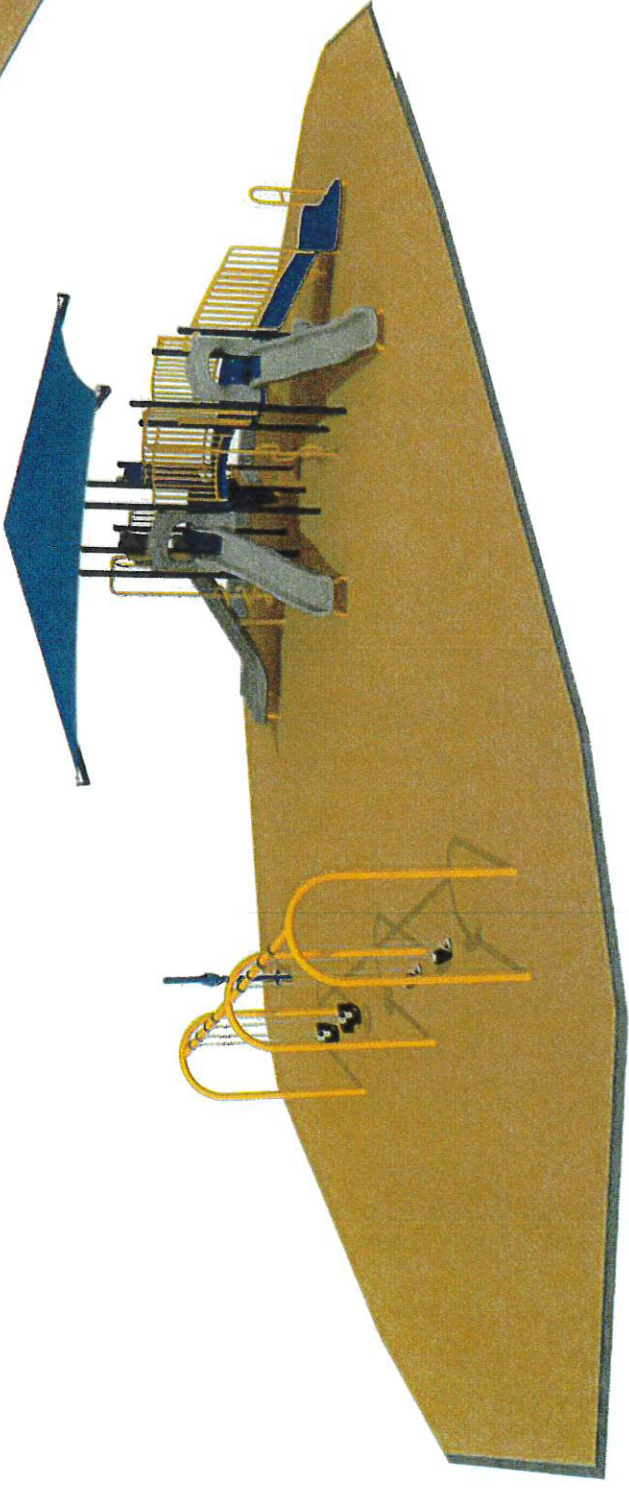
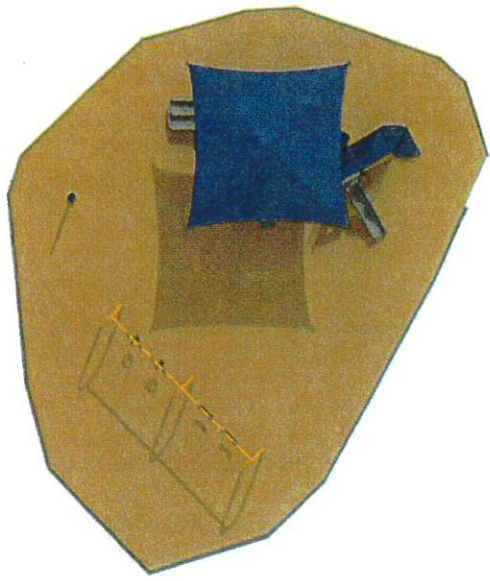
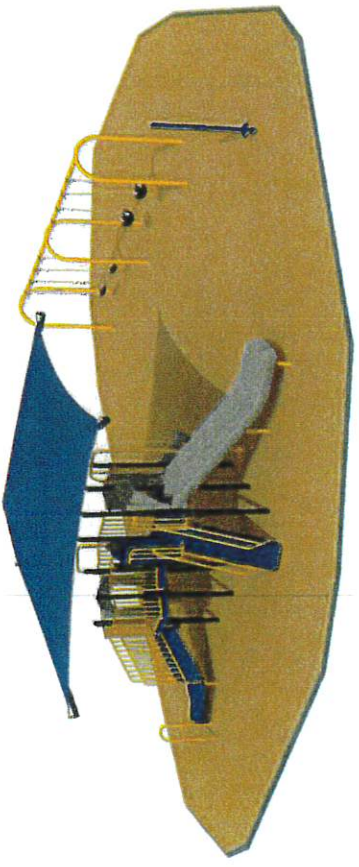


- ASTM F1487 - Playground Equipment for Public Use.
- CPSC Handbook for Public Playground Safety

Playground Layout Compliance:

General Notes:

- Age Group**
 2-5 yrs 5-12 yrs 12-17 yrs 18+ yrs
- The Americans with Disabilities Act (ADA) may require additional safety features for this equipment when viewed in the entirety. Please consult your legal counsel to determine if the ADA applies to you.
 - Play components should be designed to be accessible surfacing must be utilized in applicable areas.
 - Although a particular playground design may not meet the ADA requirements, it may be modified to the appropriate number of ground level events, the actual playground may be in compliance when considering accessibility play components.
 - All climbing components should be designed to the appropriate number of ground level events, the actual playground may be in compliance when considering accessibility play components.
 - All absorbing ground cover is required under and around all play equipment.
 - Equipment should be placed in a zone around the entire perimeter to be free from tripping or collision hazards (i.e. rocks, rocks, border curbs, etc.).
 - All post lengths are identified by next showing the post lengths, i.e. 56" represents a 56" inch post.
 - Not all equipment may be appropriate for all children. Supervision is required.



Project:
 Tarpey Park
 Texas City, TX
LTCPS rep:
 Graham Feidler
 All Play, Inc.
 (713) 939-9888

Ground Space: 45'-6" x 38'-6"
Protective Area: 61'-6" x 50'-0"

Drawn by: Graham Feidler
Date: 12/4/2020
DWG Name: R0300_44167546347

LTCPS - Farmington
 878 East Highway 60
 Monett, Missouri 65708
Voice: 1-800-325-8828
Fax: 417-354-2273

The play components identified in this plan comply with the minimum layout of these components conform to the requirements of ASTM F1487.



ASTM F1487 - Playground Equipment for Public Use.
 CPSC Handbook for Public Playground Safety

Playground Layout Compliance:

LEED points for this structure **1**



TARPEY PARK

MAYOR W. P. TARPEY
1911 - 1912

TEXAS CITY
PARKS AND RECREATION DEPT

**Proposal
PlayPower LT Farmington, Inc.**


PO Box 204713
Dallas, TX 75320-4713

Phone: (713) 939-9888 * Fax: (713) 939-0304
1-800-842-9888

PROPOSAL SUBMITTED TO: City Of Texas City		PHONE: 409-682-6946 FAX:	DATE: 2/3/2021
STREET: 2010 5th Ave. N.		PROJECT NAME: Walker Park - Texas City	
CITY, STATE AND ZIP CODE: Texas City, TX 77049		PROJECT LOCATION/SHIP TO: 1101 13th Avenue North, Texas City, Texas 77590	
SALES PERSON Graham Feidler - 713-824-5986	JOB CONTACT: Byron Sefcik	E-MAIL bsefcik@texascitytx.gov	JOB PHONE 409-949-3030
QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Little Tikes Commercial Structure Drawing #R0300_44168912583 - Includes: PB20-72227, ATV Spring Rider And Two Bay 3.5" Arch Swings With Two Belt Seats & Two Tot Seats	\$ 27,759.22	\$ 27,759.22
1	Installation Of Little Tikes Commercial Structure Drawing #R0300_44168912583	\$ 12,512.15	\$ 12,512.15
1	2,500 Sq. Ft Of Engineered Wood Fiber Kiddie Cushion Fall Surfacing At A 10" To 12" Depth With Non-Woven Geotextile Filter Fabric	\$ 8,160.00	\$ 8,160.00
1	Approx. 210 Li. Ft. Of Concrete Curb Border 12" Tall By 6" Wide W/ Weep Holes	\$ 9,995.00	\$ 9,995.00
	Pricing Based On Buyboard Contract #592-19		
	Tax Exempt or Resale Certificate Must Be Provided For Purchases Not Subject To Sales Tax.	SUB TOTAL	\$ 58,426.37
CAUTION: Never install playground equipment over a hard surface such as asphalt or concrete. Serious injury can result from falls to a hard surface. Choose a surface which will meet the U.S. Consumer Product Safety Commission recommendations for surfaces under playgrounds.		S&H (Freight)	\$ 1,528.92
		ERF	\$ 240.00
		TAX	\$ -
The ESTIMATED installation date for this equipment is _____ days from the date this fully executed proposal is received by All Play with applicable monies due.		TOTAL	\$ 60,195.29

We hereby propose to furnish material and labor – complete in accordance with above specifications, for the sum of Sixty Thousand One Hundred Ninety Five Dollars and Twenty Nine Cents **\$ 60,195.29**

Payment Terms:
Due Net 30 days with PO payable to
\$ 60,195.29 PlayPower LT Farmington, Inc. with
No regard or allowance for retainage

Authorized Signature: 
Graham Feidler

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL – The above prices, specifications and Conditions are satisfactory and are hereby accepted. You are authorized To do the work as specified. Payment will be made as outlined above. I Have read, understand, and agree to all Additional Terms and Conditions As outlined on the following page.

Date of Acceptance: _____ Signature _____
Title _____

Proposal

PlayPower LT Farmington, Inc.

PO Box 204713
Dallas, TX 75320-4713

Phone: (713) 939-9888 * Fax: (713) 939-0304
1-800-842-9888

ADDITIONAL TERMS AND CONDITIONS

1. All Play, Inc., Representative for PlayPower LT Farmington, Inc., and PlayPower LT Farmington, Inc. (collectively referred to as "PPLT") hereby submits these specifications and estimates for equipment/items as detailed in this proposal.
2. Prices quoted include a discount based on cash/check method of payment.
3. Payment Terms are as specified on pg. 1. On all purchase orders, the net payment for all equipment and freight is due no more than thirty (30) days from the invoice date. The net payment amount is without regard for, or allowance of, any retainage. All accounts are subject to the terms and conditions of PPLT's credit policies.
4. Quoted installation services detailed in this proposal shall include all labor, supervision, materials, supplies, equipment, tools and necessarily related insurances normally required to deliver and install the items as detailed in this proposal. PPLT will field dress any rutting or disturbances caused by PPLT's use of equipment to access the project site, however, unless otherwise detailed in this proposal re-sodding, re-seeding and finished grade services/repairs are not included.
5. Lead-time quoted is based upon the time your order is processed at the factory.
6. A 30% cancellation fee will be assessed on equipment orders that are cancelled more than ten (10) days from the date purchaser executes this Proposal.
7. PPLT's receipt of the Proposal, as signed by you, as an authorized agent of the Owner, below indicates your understanding and acceptance of the terms and conditions stated herein and shall be construed as a written acceptance of this proposal.
8. All items are shipped F.O.B. knocked down and will require unloading and assembly by purchaser unless installation is purchased.
9. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner is to carry fire, tornado and other necessary insurance. Our workers are covered by Workmen's Compensation Insurance.
10. Signing of final walk through or opening of playground constitutes completion, and payment is due at that time.
11. Plastisol and rotationally molded plastic components will have irregularities as a normal byproduct of the manufacturing process and cannot be controlled.
12. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under this agreement then such party shall or in part give notice and full particulars of such Force Majeure in writing to the other party within fourteen (14) days after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
13. Unless otherwise detailed in this proposal, permit application(s), processing and/or fees are excluded and/or are the responsibility of others.
14. PlayPower LT Farmington, Inc and All Play, Inc. is not responsible for underground utilities. Surcharges will incur for abnormal substrate, i.e., concrete, asphalt or landfill.

15. RELEASE AND INDEMNITY

SHOULD YOU ELECT NOT TO PURCHASE FALL SURFACING MATERIAL AND/OR INSTALLATION SERVICES FROM PPLT, THE FOLLOWING PROVISIONS SHALL APPLY:

(A) YOU HEREBY AGREE TO RELEASE PPLT, ALL PLAY INC. AND ALL OF ITS/THEIR SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AFFILIATES ("RELEASED PARTIES") FROM ANY AND ALL CLAIMS OR DEMANDS YOU HAVE OR MAY HAVE AGAINST THE RELEASED PARTIES RELATED TO OR ARISING FROM THE FALL SURFACING MATERIAL THAT IS ULTIMATELY USED AT THE JOB LOCATION OR YOUR FAILURE TO INSTALL FALL SURFACING MATERIAL AT THE JOB LOCATION. THESE RELEASED CLAIMS EXPRESSLY INCLUDE CLAIMS FOR NONCOMPLIANCE WITH THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S RECOMMENDATIONS AND CLAIMS RELATED TO FAULTY, INADEQUATE, OR IMPROPER FALL SURFACING.

(B) BECAUSE YOU HAVE EITHER CHOSEN NOT TO PURCHASE FALL SURFACING MATERIALS FROM PPLT, OR YOU HAVE MADE OTHER INSTALLATION ARRANGEMENTS, YOU FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS AND DAMAGES WHICH MAY RESULT FROM EQUIPMENT NOT INSTALLED IN COMPLIANCE WITH MANUFACTURER SPECIFICATIONS AND THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S RECOMMENDATIONS AND/OR THE INSTALLATION OF AND/OR ANY DEFECT IN THE FALL SURFACING MATERIALS USED AT THE JOB LOCATION, INCLUDING, DESPITE PPLT'S RECOMMENDATION OTHERWISE, YOUR USE OF NO FALL SURFACING AT ALL.

16. This Agreement shall be interpreted under Texas law. Any and all disputes arising under or relating to this Proposal shall be brought and resolved in in Harris County, Houston, Texas. This provision is mandatory and to the exclusion of all other venues. Purchaser acknowledges and agrees that PPLT reserves the right to institute arbitration proceedings to resolve disputes arising under or relating to this Agreement.

This Proposal constitutes the entire agreement between the parties on the subjects addressed herein. All prior agreements, negotiations and understandings with respect to the subject matter hereof, whether written or oral, are cancelled and superseded by this Proposal. No party is relying on any oral or other written representation or communication not otherwise contained in this Proposal.

I have read, understand, and agree to all Additional Terms and Conditions as outlined in this Proposal.

Signature _____

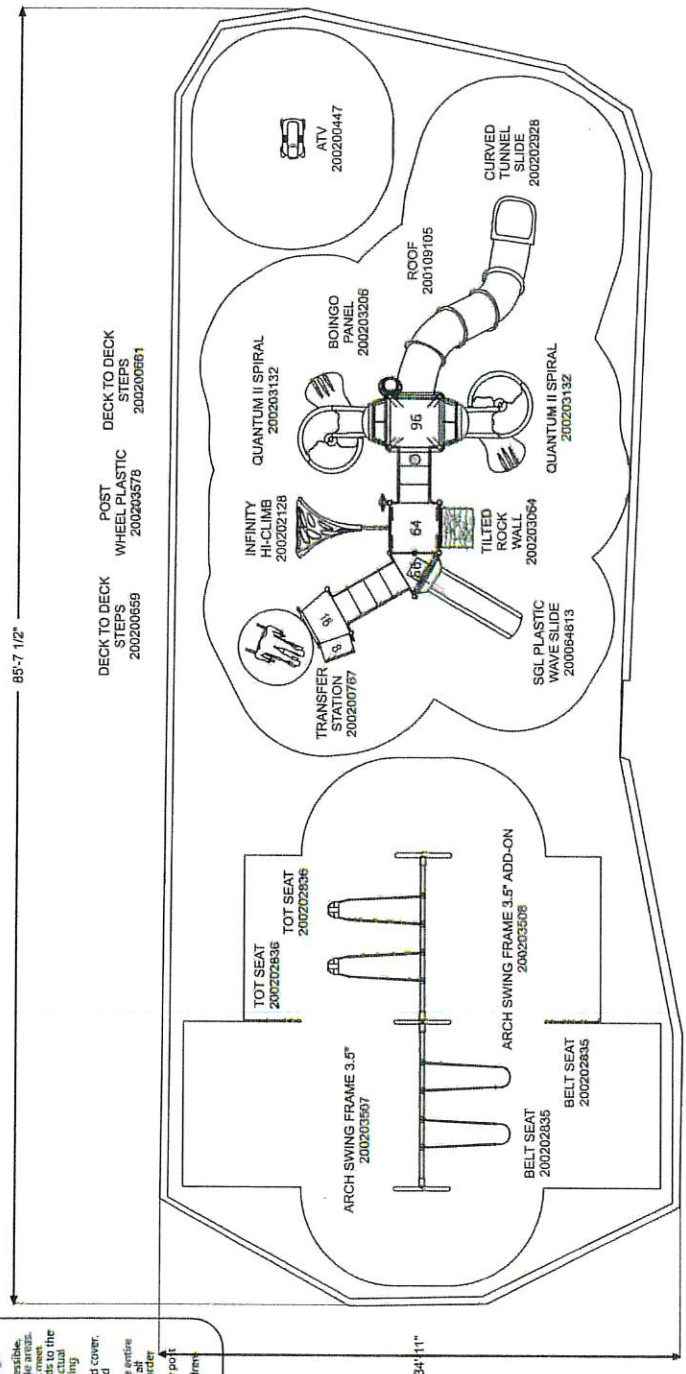
Date of Acceptance: _____

Title _____



General Notes:

- Age Group
 2-5yrs 5-12 yrs 12-17yrs 18+ yrs
- The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible when viewed in the entirety. Please consult your local authority for more information on ADA requirements.
 - For playground equipment to be considered accessible, accessible surfacing must be utilized in applicable areas.
 - The program Access Board's Recommended Guidelines for accessible playgrounds may not meet the requirements of the ADA. The appropriate number of ground level seats, the actual playstructure is shown. This zone is to be free of all tripping and fall hazards (i.e. roots, rocks, border material, etc.).
 - All post heights are identified by text showing the post height, i.e. 96 represents a 96 inch post.
 - Not all equipment is appropriate for all children. Supervision is required.



DECK TO DECK STEPS 200200659
 WHEEL PLASTIC STEPS 200203578
 POST 200200581

TRANSFER STATION 200200787
 INFINITY HI-CLIMB 200202128
 QUANTUM II SPIRAL 200203132
 BOINGO PANEL 200203206
 ROOF 200109105
 CURVED TUNNEL SLIDE 200202928

TOT SEAT 200202836
 TOT SEAT 200202836

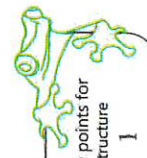
ARCH SWING FRAME 3.5' 200203507
 ARCH SWING FRAME 3.5' ADD-ON 200203506

BELT SEAT 200202835
 BELT SEAT 200202835

96
 64
 64
 96
 TILTED ROCK WALL 200203084
 SGL PLASTIC WAVE SLIDE 200064813
 QUANTUM II SPIRAL 200203132

34'11"

Project: Walker Park
 Texas City, TX
LTCPS rep: Graham Feidler
 All Play, Inc.
 (713) 939-9888
Ground Space: 71'-0" x 17'-6"
Protective Area: 83'-6" x 32'-6"
Drawn by: Graham Feidler
Date: 12/4/2020
DWG Name: R0300_44168912538
 LTCPS - Farmington
 878 East Highway 60
 Monett, Missouri 65708
 Voice: 1-800-325-8828
 Fax: 417-354-2273



LEED points for this structure
 1

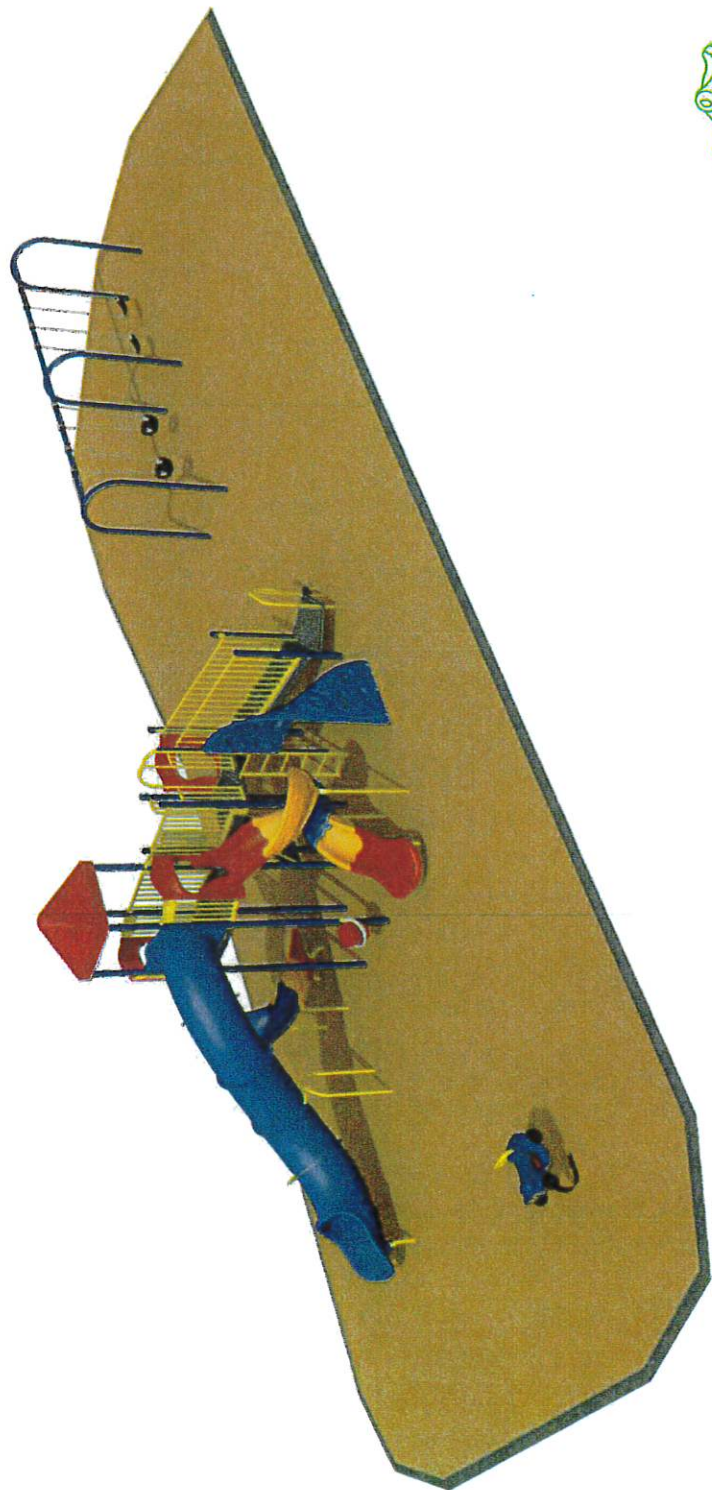
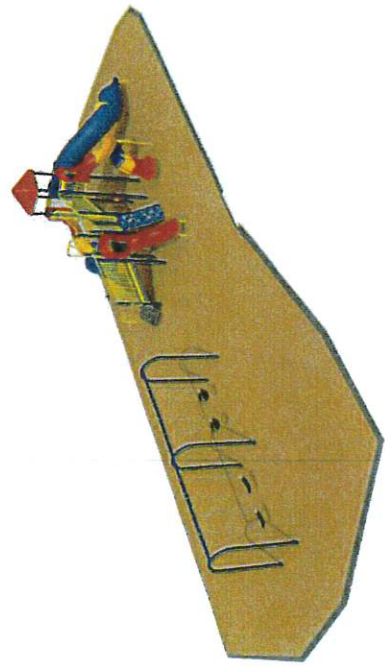
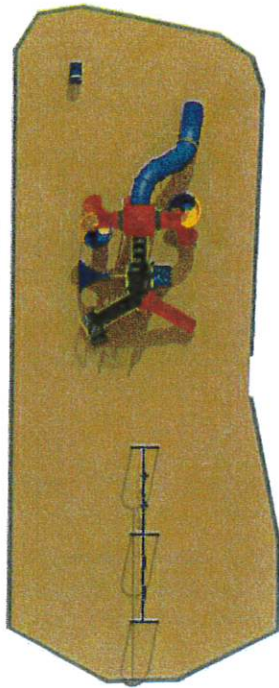
The play components identified in this layout of these components conform to the requirements of ASTM F1487.



- ASTM F1487 - Playground Equipment for Public Use.
- CPSC Handbook for Public Playground Safety

Playground Layout Compliance:

little tikes. COMMERCIAL



General Notes:

- Age Group 3-5yrs 5-12 yrs 12-17yrs 18+yrs
- The Americans with Disabilities Act (ADA) may require certain play equipment to be accessible to children with disabilities. Please consult your local health department for more information on ADA requirements.
 - Consult to determine if the ADA applies to you.
 - Although a particular playground design may not meet ADA requirements, the use of accessible surfacing may be utilized in applicable areas.
 - Appropriate surfacing is required for all play equipment.
 - Fall absorbing ground cover is required under and around all play equipment.
 - Swing seats and suspension cables must be spaced the entire length of the swing set.
 - All post heights are identified by text showing the post height. 5'0" represents a 5'0" net post.
 - Not all equipment may be appropriate for all children. Supervision is required.

Project: Walker Park
 Texas City, TX
 LTCPS rep:
 Graham Feidler
 All Play, Inc.
 (713) 939-9888

Ground Space: 71'-0" x 17'-6"
 Protective Area: 83'-6" x 32'-6"

Drawn by: Graham Feidler
 Date: 12/4/2020
 DWG Name: R0300_44168912538

LTCPS - Farmington
 878 East Highway 60
 Monett, Missouri 65708
 Voice: 1-800-525-8828
 Fax: 417-354-2273



LEED points for this structure

The play components identified in this plan are of plastic materials conforming to the requirements of ASTM F1487.



ASTM F1487 - Playground Equipment for Public Use.
 CPSC Handbook for Public Playground Safety

Playground Layout Compliance:



WALKER PARK
CITY OF TEXAS CITY
PARKS AND RECREATION DEPARTMENT
MAYOR S. T. WALKER
APRIL 1924 - 1926

**Proposal
PlayPower LT Farmington, Inc.**

PO Box 204713
Dallas, TX 75320-4713

Phone: (713) 939-9888 * Fax: (713) 939-0304
1-800-842-9888

PROPOSAL SUBMITTED TO: City Of Texas City		PHONE: 409-682-6946 FAX:	DATE: 2/3/2021
STREET: 2010 5th Ave. N.		PROJECT NAME: Westview Parkway Park - Texas City	
CITY, STATE AND ZIP CODE: Texas City, TX 77049		PROJECT LOCATION/SHIP TO: 13th-19th Avenue North and 16th Street, Texas City, Texas 77590	
SALES PERSON Graham Feidler - 713-824-5986	JOB CONTACT: Byron Sefcik	E-MAIL bsefcik@texascitytx.gov	JOB PHONE 409-949-3030
QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Little Tikes Commercial Structure Drawing #R0300_44168949722 - Includes: PB20-72204, Solo Spinner, Two Bay 3.5" Arch Swings With Two Belt Seats Two Tot Seats And Approx. 168 Linear Feet Of Black Kid Timber Borders With Two End Caps	\$ 17,171.59	\$ 17,171.59
1	Installation Of Little Tikes Commercial Structure Drawing #R0300_44168949722	\$ 6,605.90	\$ 6,605.90
1	2,000 Sq. Ft Of Engineered Wood Fiber Kiddie Cushion Fall Surfacing At A 10" To 12" Depth With Non-Woven Geotextile Filter Fabric	\$ 6,800.00	\$ 6,800.00
	Pricing Based On Buyboard Contract #592-19		
	Tax Exempt or Resale Certificate Must Be Provided For Purchases Not Subject To Sales Tax.	SUB TOTAL	\$ 30,577.49
CAUTION: Never install playground equipment over a hard surface such as asphalt or concrete. Serious injury can result from falls to a hard surface. Choose a surface which will meet the U.S. Consumer Product Safety Commission recommendations for surfaces under playgrounds.		S&H (Freight)	\$ 1,438.73
		ERF	\$ 240.00
		TAX	\$ -
		TOTAL	\$ 32,256.22
The ESTIMATED installation date for this equipment is _____ days from the date this fully executed proposal is received by All Play with applicable monies due.			

We hereby propose to furnish material and labor – complete in accordance with above specifications, for the sum of Thirty Two Thousand Two Hundred Fifty Six Dollars and Twenty Two Cents **\$ 32,256.22**

Payment Terms: Due Net 30 days with PO payable to PlayPower LT Farmington, Inc. with No regard or allowance for retainage

Authorized Signature: Graham Feidler
Graham Feidler

Note: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL – The above prices, specifications and Conditions are satisfactory and are hereby accepted. You are authorized To do the work as specified. Payment will be made as outlined above. I Have read, understand, and agree to all Additional Terms and Conditions As outlined on the following page.

Date of Acceptance: _____ Signature _____ Title _____

Proposal

PlayPower LT Farmington, Inc.

PO Box 204713
Dallas, TX 75320-4713

Phone: (713) 939-9888 * Fax: (713) 939-0304
1-800-842-9888

ADDITIONAL TERMS AND CONDITIONS

1. All Play, Inc., Representative for PlayPower LT Farmington, Inc., and PlayPower LT Farmington, Inc. (collectively referred to as "PPLT") hereby submits these specifications and estimates for equipment/items as detailed in this proposal.
2. Prices quoted include a discount based on cash/check method of payment.
3. Payment Terms are as specified on pg. 1. On all purchase orders, the net payment for all equipment and freight is due no more than thirty (30) days from the invoice date. The net payment amount is without regard for, or allowance of, any retainage. All accounts are subject to the terms and conditions of PPLT's credit policies.
4. Quoted installation services detailed in this proposal shall include all labor, supervision, materials, supplies, equipment, tools and necessarily related insurances normally required to deliver and install the items as detailed in this proposal. PPLT will field dress any rutting or disturbances caused by PPLT's use of equipment to access the project site, however, unless otherwise detailed in this proposal re-sodding, re-seeding and finished grade services/repairs are not included.
5. Lead-time quoted is based upon the time your order is processed at the factory.
6. A 30% cancellation fee will be assessed on equipment orders that are cancelled more than ten (10) days from the date purchaser executes this Proposal.
7. PPLT's receipt of the Proposal, as signed by you, as an authorized agent of the Owner, below indicates your understanding and acceptance of the terms and conditions stated herein and shall be construed as a written acceptance of this proposal.
8. All items are shipped F.O.B. knocked down and will require unloading and assembly by purchaser unless installation is purchased.
9. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. Owner is to carry fire, tornado and other necessary insurance. Our workers are covered by Workmen's Compensation Insurance.
10. Signing of final walk through or opening of playground constitutes completion, and payment is due at that time.
11. Plastisol and rotationally molded plastic components will have irregularities as a normal byproduct of the manufacturing process and cannot be controlled.
12. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligation under this agreement then such party shall or in part give notice and full particulars of such Force Majeure in writing to the other party within fourteen (14) days after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
13. Unless otherwise detailed in this proposal, permit application(s), processing and/or fees are excluded and/or are the responsibility of others.
14. PlayPower LT Farmington, Inc and All Play, Inc. is not responsible for underground utilities. Surcharges will incur for abnormal substrate, i.e., concrete, asphalt or landfill.

15. RELEASE AND INDEMNITY

SHOULD YOU ELECT NOT TO PURCHASE FALL SURFACING MATERIAL AND/OR INSTALLATION SERVICES FROM PPLT, THE FOLLOWING PROVISIONS SHALL APPLY:

(A.) YOU HEREBY AGREE TO RELEASE PPLT, ALL PLAY INC. AND ALL OF ITS/THEIR SHAREHOLDERS, AGENTS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AFFILIATES ("RELEASED PARTIES") FROM ANY AND ALL CLAIMS OR DEMANDS YOU HAVE OR MAY HAVE AGAINST THE RELEASED PARTIES RELATED TO OR ARISING FROM THE FALL SURFACING MATERIAL THAT IS ULTIMATELY USED AT THE JOB LOCATION OR YOUR FAILURE TO INSTALL FALL SURFACING MATERIAL AT THE JOB LOCATION. THESE RELEASED CLAIMS EXPRESSLY INCLUDE CLAIMS FOR NONCOMPLIANCE WITH THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S RECOMMENDATIONS AND CLAIMS RELATED TO FAULTY, INADEQUATE, OR IMPROPER FALL SURFACING.

(B.) BECAUSE YOU HAVE EITHER CHOSEN NOT TO PURCHASE FALL SURFACING MATERIALS FROM PPLT, OR YOU HAVE MADE OTHER INSTALLATION ARRANGEMENTS, YOU FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS AND DAMAGES WHICH MAY RESULT FROM EQUIPMENT NOT INSTALLED IN COMPLIANCE WITH MANUFACTURER SPECIFICATIONS AND THE U.S. CONSUMER PRODUCT SAFETY COMMISSION'S RECOMMENDATIONS AND/OR THE INSTALLATION OF AND/OR ANY DEFECT IN THE FALL SURFACING MATERIALS USED AT THE JOB LOCATION, INCLUDING, DESPITE PPLT'S RECOMMENDATION OTHERWISE, YOUR USE OF NO FALL SURFACING AT ALL.

16. This Agreement shall be interpreted under Texas law. Any and all disputes arising under or relating to this Proposal shall be brought and resolved in in Harris County, Houston, Texas. This provision is mandatory and to the exclusion of all other venues. Purchaser acknowledges and agrees that PPLT reserves the right to institute arbitration proceedings to resolve disputes arising under or relating to this Agreement.

This Proposal constitutes the entire agreement between the parties on the subjects addressed herein. All prior agreements, negotiations and understandings with respect to the subject matter hereof, whether written or oral, are cancelled and superseded by this Proposal. No party is relying on any oral or other written representation or communication not otherwise contained in this Proposal.

I have read, understand, and agree to all Additional Terms and Conditions as outlined in this Proposal.

Signature _____

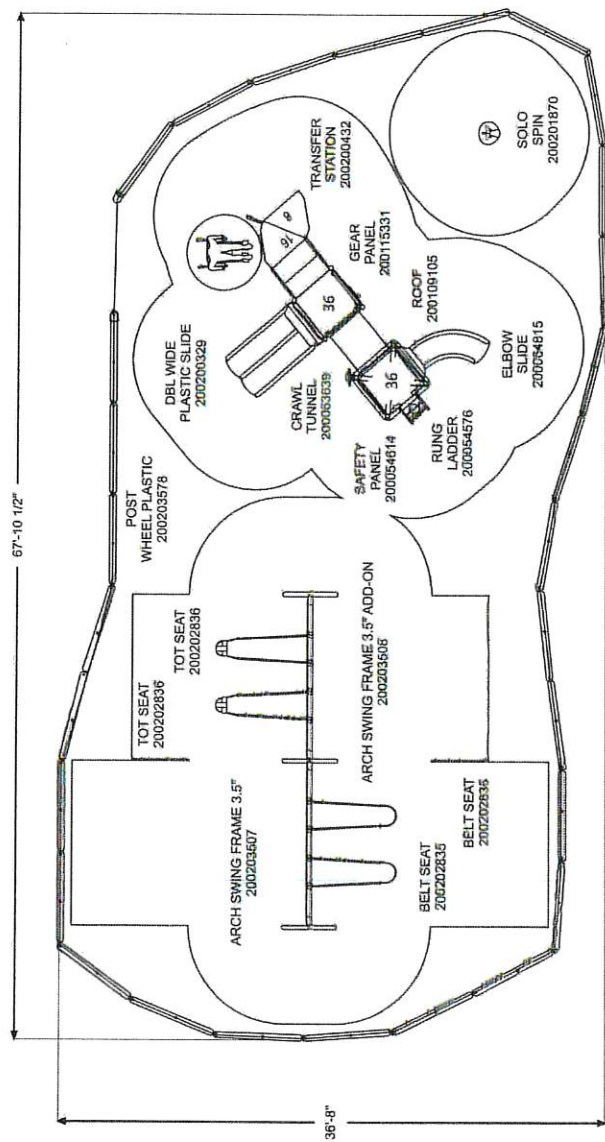
Date of Acceptance: _____

Title _____



General Notes:

- 2-5yrs 5-12 yrs 2-12yrs 3+ yrs
- Age Group
- The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible to children with disabilities. Please consult your local health department to determine if the ADA applies to you.
 - For playground equipment to be considered accessible, the proposed Access Board Regulations in regards to the proposed playground design may not meet the requirements of the ADA. The proposed playground may be in compliance when considering existing play components.
 - Playground equipment shall be installed on a minimum 2" thick, non-slip, shock absorbing matting or a required safety pad around all play equipment.
 - The minimum recommended fall zone around the entire structure shall be 7' high and free of tripping or collision hazards (ie. roots, rocks, border material, etc.).
 - Equipment shall be identified by best choosing the post lengths. (ie. 56 represents a 56 inch post).
 - Not all equipment may be appropriate for all children. Supervision is required.



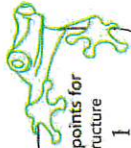
Project:
Westview Park
Texas City, TX

LTCPS rep:
Graham Feidler
All Play, Inc.
(713) 939-9888

Ground Space: 54'-0" x 19'-0"
Protective Area: 66'-0" x 35'-0"

Drawn by: Graham Feidler
Date: 12/4/2020
DWG Name: R0300_44168949722

LTCPS - Farmington
878 East Highway 60
Monett, Missouri 65708
Voice: 1-800-325-8828
Fax: 417-354-2273



The play components identified in this plan are PEKIA certified. The use and layout of these components conform to the requirements of ASTM F1487.

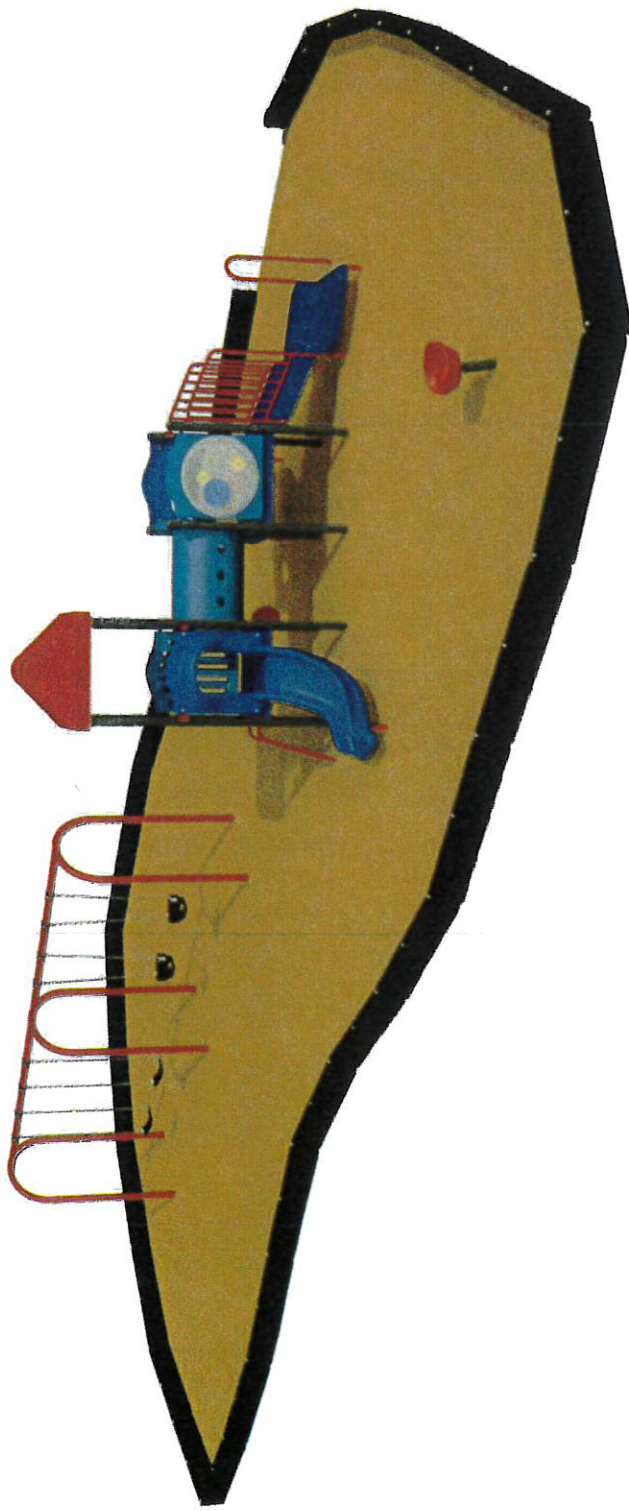
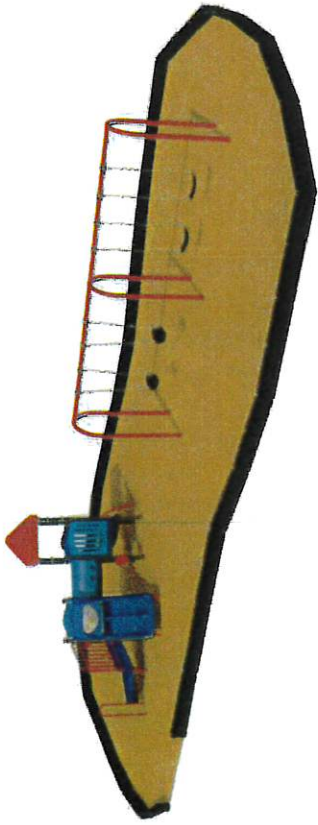
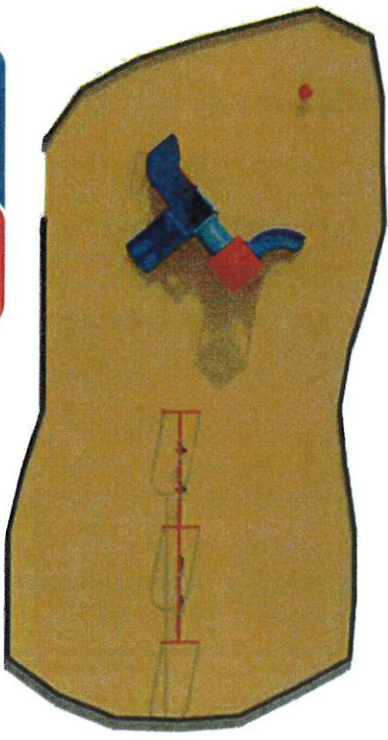


ASTM F1487 - Playground Equipment for Public Use.
 CPSC Handbook for Public Playground Safety

Playground Layout Compliance:

General Notes:

- Age Group 2-5yrs 5-12 yrs 12-13yrs 13+ yrs
- The Americans with Disabilities Act (ADA) may require that you make your park and/or playground accessible to all children. Please contact your local ADA coordinator to determine if the ADA applies to you.
 - For playground equipment to be considered accessible, the equipment must be designed to be accessible to the proposed Access Board Regulations in regards to the proposed equipment. The proposed equipment must be designed to be accessible to the proposed equipment.
 - Although a particular playground design may not meet the proposed Access Board Regulations, the proposed playground may be in compliance when considering all existing play components.
 - Swings must be installed in accordance with the proposed equipment. Swings must be installed in accordance with the proposed equipment.
 - Full wheelchair access is required under and around all play equipment.
 - The minimum required setback fall zone around the entire perimeter of the equipment must be maintained. The setback fall zone must be maintained around the entire perimeter of the equipment.
 - Swings must be installed by first observing the post lengths, i.e. 56 represents a 56" high post.
 - Not all equipment may be appropriate for all children. Supervision is required.



Project: Westview Park
 Texas City, TX
 LTCPS rep: Graham Feidler
 All Play, Inc.
 (713) 939-9888

Ground Space: 54'-0" x 19'-0"
 Protective Area: 66'-0" x 35'-0"

Drawn by: Graham Feidler
 Date: 12/4/2020
 DWG Name: R0300_44168949722

LTCPS - Farmington
 878 East Highway 60
 Monett, Missouri 65708
 Voice: 1-800-325-8828
 Fax: 417-354-2273



ASTM F1487 - Playground Equipment for Public Use.
 CPSC Handbook for Public Playground Safety

Playground Layout Compliance:



The play components identified in this plan are IPEDAA certified. The use and installation of these components meet the requirements of ASTM F1487.



LEED points for this structure



CITY COMMISSION REGULAR MTG

(7) (i)

Meeting Date: 02/17/2021

Submitted By: Rhomari Jackson, Management Services

Department: Management Services

Information

ACTION REQUEST (Brief Summary)

Consider and take action on Resolution No. 21-018, appointing and/ or reappointing members to the Library Board. (Library)

BACKGROUND

We now have two applicants for the Library Board. Jill Halasz and Danielle Gutierrez Jill Halasz- She is a mother of a two-year-old and Texas City resident. Below is the bio she gave me: My name is Jill Halasz and I am a published writer in Texas City with work featured in several magazines (under my maiden name), Chicken Soup for the Soul: Tough Times, Tough People, two books by Hallmark and have 4 previously published and released Hallmark cards. I have been in the Galveston paper a few times for the tribute I wrote to the Texas City BP blast as well.? Danielle Gutierrez- She is married but no children. She is a Texas City resident and both an avid library user and very active on our social media.

ANALYSIS

ALTERNATIVES CONSIDERED

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 21-018

A RESOLUTION APPOINTING JILL HALASZ AND DANIELLE GUTIERREZ TO THE BOARD OF TRUSTEES FOR THE MOORE MEMORIAL PUBLIC LIBRARY; AND PROVIDING THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Library Board is composed of nine (9) members; and

WHEREAS, there are two (2) vacancies on the City's Library Board as two members have resigned; and

WHEREAS, in order to continue the uninterrupted and efficient operation of the Library Board, it is necessary for the Mayor of the City of Texas City to appoint a member to fill the remainder of the term for the vacated positions; and

WHEREAS, it is recommended that Danielle Gutierrez and Jill Halasz replace Karen Ivory and Bridget Buffa as a Board Members.

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 appoints Danielle Gutierrez and Jill Halasz to the Moore Memorial Library Board of Directors.

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

PASSED AND ADOPTED this 17th day of February 2021.

Dedrick D. Johnson, Sr., Mayor
City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

Rhomari D. Leigh
City Secretary

Kyle L. Dickson
City Attorney