

NOTICE: ANY SUBJECT APPEARING ON THIS AGENDA, REGARDLESS OF HOW THE MATTER IS STATED, MAY BE ACTED UPON BY THE BOARD OF DIRECTORS OF TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION.

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS MEETING

AGENDA

MARCH 25, 2026 - 4:00 P.M.

NESSLER CIVIC CENTER - ALAMO ROOM
2010 5th Ave. N.
Texas City, TX 77590

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

1. DECLARATION OF QUORUM
2. ROLL CALL
3. CONFLICT OF INTEREST DECLARATION
4. PUBLIC COMMENTS
5. Consider Approval of the TCEDC December 17, 2026 Meeting Minutes.
6. NEW BUSINESS
 - a. Discussion and possible action on Resolution No. 2026-01, approving the purchase of a .071-acre property located within the Industrial Business District.
 - b. Discussion and possible action on Resolution No. 2026-02, approving the purchase of a .143-acre property located within the Industrial Business District.
 - c. Discuss and possible action on Resolution No. 2026-03, authorizing the renewal of a service agreement between TCEDC and the Bay Area Houston Economic Partnership (BAHEP).

- d. Discussion and possible action on Resolution No. 2026-04, authorizing a TCLM Chamber Membership Grant for Rita Runner Margarita Machine Rentals in an amount not to exceed \$500.
- e. Discussion and possible action on Resolution No. 2026-05, authorizing a TCLM Chamber Membership Grant for Marinum, LLC in an amount not to exceed \$500.
- f. Discussion and possible action on Resolution No. 2026-06, authorizing a TCLM Chamber Membership Grant for Taqueria Los Sanchez in an amount not to exceed \$500.
- g. Discussion and possible action on Resolution No. 2026-07, authorizing a Business Improvement Grant (BIG Grant) for Kingdom Wings for an amount not to exceed \$5,300.
- h. Discussion and possible action on Resolution No. 2026-08, authorizing a Business Improvement Grant (BIG Grant) for Taqueria Los Sanchez for an amount not to exceed \$10,600.
- i. Discussion and possible action on Resolution No. 2026-09, appropriating funds for Amendment No. 1 to the agreement with ARKK Engineers, LLC for the Central Park Blvd Project.
- j. Discussion and possible action on Resolution No. 2026-10, appropriating funds to partner with Administration and assist in expediting the installation of two traffic signal projects at 6th Street and 9th Avenue, and at 9th Street North and Loop 197.

7. UPDATES AND REPORTS

- a. Small Business Development Center Update
Texas City-La Marque Chamber of Commerce Update
Texas City ISD Update
Industrial Update
- b. City of Texas City Staff Update

8. REQUEST AGENDA ITEMS FOR FUTURE MEETINGS

9. ADJOURNMENT

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 MARCH 19, 2026, PRIOR TO 4:00 P.M., AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 3-BUSINESS DAYS PRECEDING THE SCHEDULED TIME OF SAID MEETING.

TCEDC Agenda

6. a.

Meeting Date: 03/25/2026

Approve purchase of a .071-acre property located within the Industrial Business District.

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

Approve purchase of a .071-acre property located within the Industrial Business District.

BACKGROUND

The Texas City Economic Development Corporation has historically purchased property located in the Industrial Business District – which cannot be used for residential or general retail purposes - to support Light Industrial use and to provide a buffer between industrial development and residential development.

TCEDC staff were approached by Hugo Castro, who owns one piece of property within the IBD. There are no structures on the property, located at 511 Texas Avenue.

Given the \$2.55/square foot purchase price the EDC would typically consider in a purchase of IBD property, the total cost to acquire the property would be \$7,886.54.

Staff has communicated a conditional offer to purchase the properties for the cost above, contingent upon approval by the EDC. Mr. Castro has indicated he is fully prepared to accept the offer.

Funds are available in the FY26 EDC Budget (Fund 801).

ANALYSIS

Approve purchase of property located within the Industrial Business District owned by Hugo Castro, for a total purchase price of \$7,886.54.

ALTERNATIVES CONSIDERED

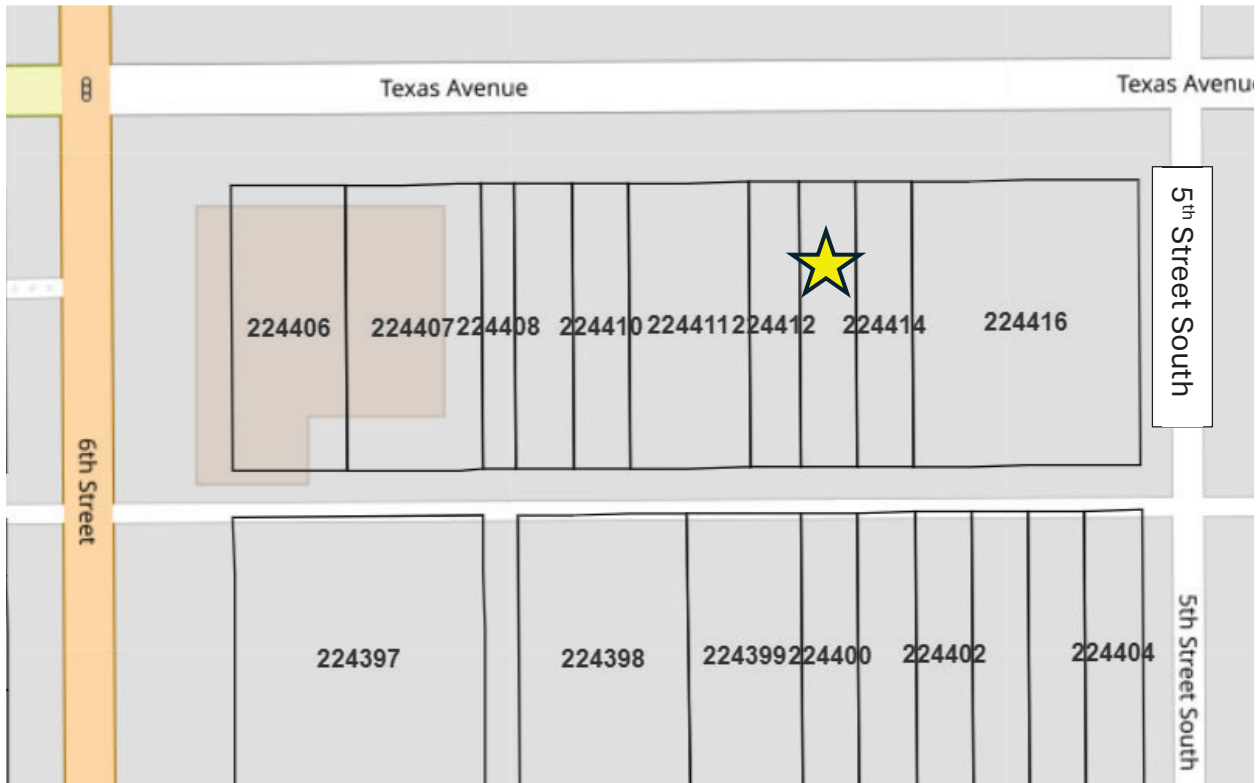
Attachments

511 Texas - Info sheet

PROPOSED PROPERTY PURCHASE

Property Address:	511 Texas Avenue – GCAD 224413
Zoning:	Industrial Business District
Owner per GCAD:	Hugo Castro
Square footage:	.071 acres – no structure on property
EDC purchase price (\$2.55/SF):	\$ 7,886.54

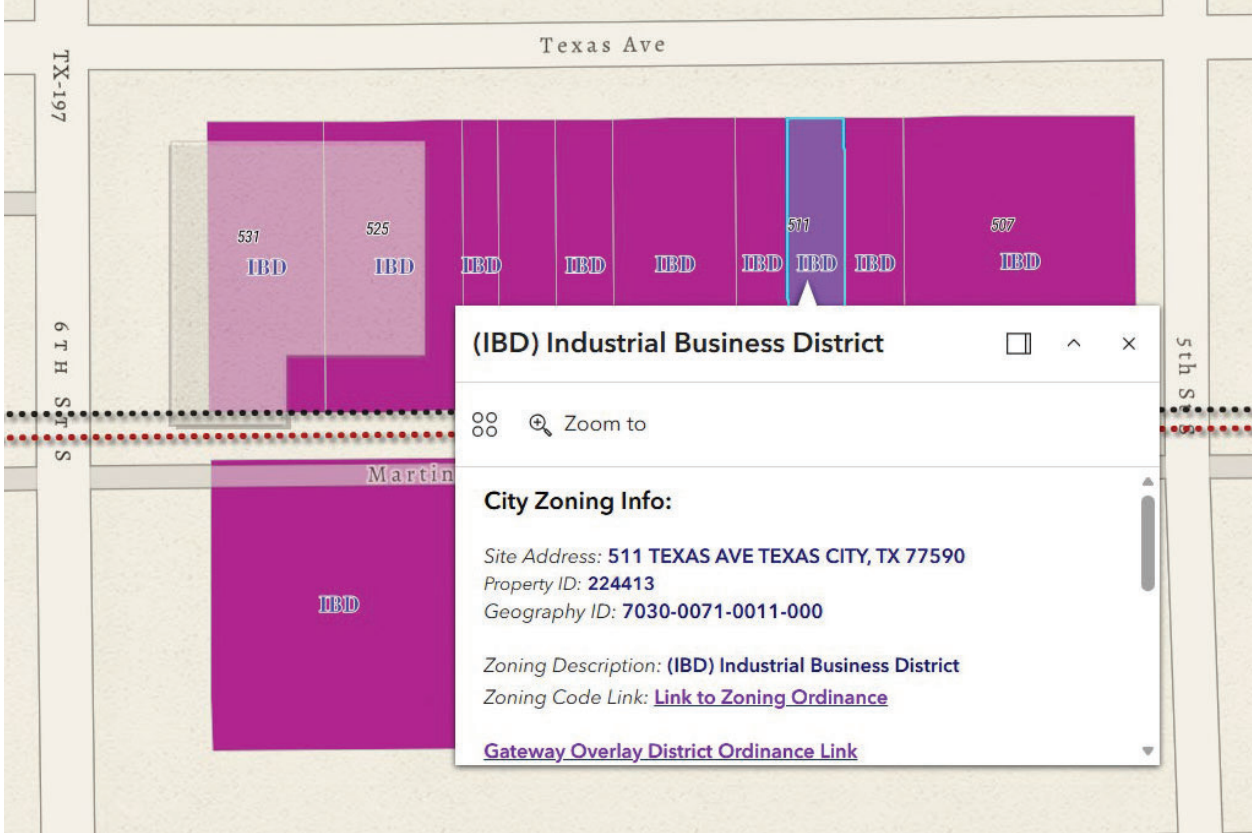
Conditional purchase offer approved by Mr. Castro.





The EDC owns property one space away, at the southeast corner of 5th Street South and Texas Avenue.

The property adjacent to the left is owned by INEOS, who also own two pieces of property below including GCAD 224404 and 224405.



TCEDC Agenda

6. b.

Meeting Date: 03/25/2026

Approve purchase of a .143-acre property located within the Industrial Business District.

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

Approve purchase of a .143-acre property located within the Industrial Business District.

BACKGROUND

The Texas City Economic Development Corporation has historically purchased property located in the Industrial Business District – which cannot be used for residential or general retail purposes - to support Light Industrial use and to provide a buffer between industrial development and residential development.

TCEDC staff were approached by Bianca Lozano, representing property owner Mary Lee Parker, who owns one piece of property within the IBD. There are no structures on the property, located at 631 3rd Avenue South.

Given the \$2.55/square foot purchase price the EDC would typically consider in a purchase of IBD property, the total cost to acquire the property would be \$15,884.15.

Staff has communicated a conditional offer to purchase the properties for the cost above, contingent upon approval by the EDC. Ms. Lozano has indicated they are fully prepared to accept the offer.

Funds are available in the FY26 EDC Budget (Fund 801).

ANALYSIS

Approve purchase of property located within the Industrial Business District owned by Mary Lee Parker, for a total purchase price of \$15,884.15.

ALTERNATIVES CONSIDERED

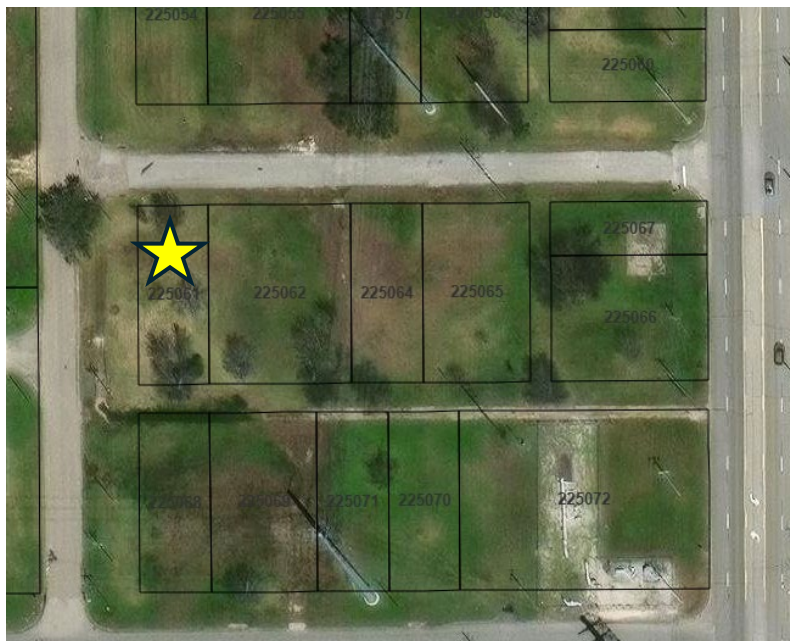
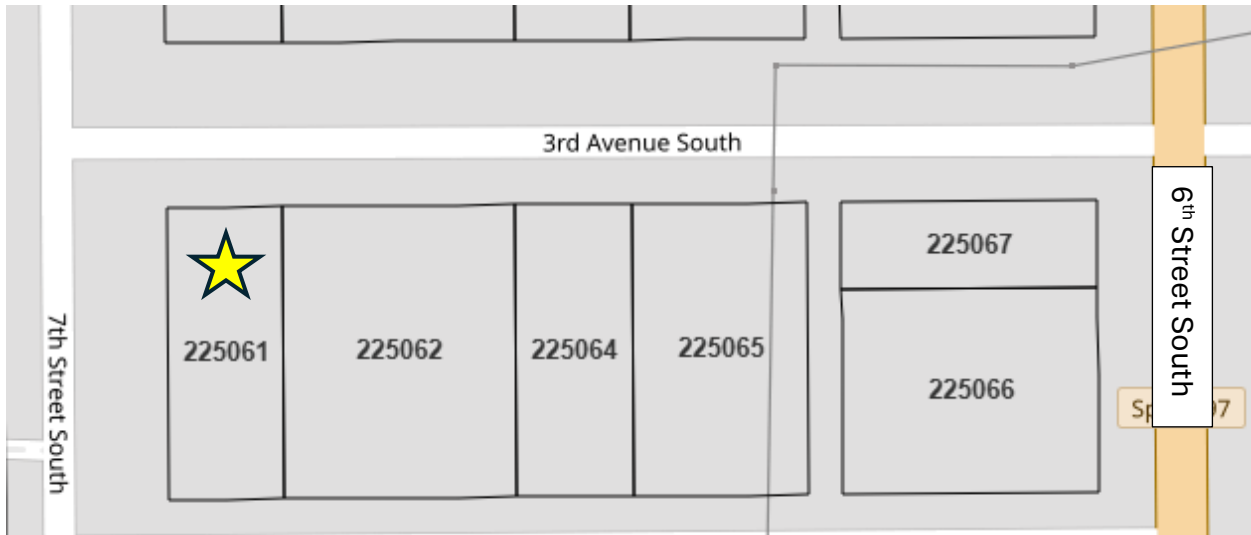
Attachments

631 3rd Avenue South - Info page

PROPOSED PROPERTY PURCHASE

Property Address:	631 3 rd Avenue South – GCAD 225061
Zoning:	Industrial Business District
Owner per GCAD:	Mary Lee Parker
Square footage:	.143 acres – no structure on property
EDC purchase price (\$2.55/SF):	\$ 15,884.15

Conditional purchase offer approved by owner’s representative, Bianca Lozano.





Neighboring property to the east and to the south are owned by Marathon.

Intertek USA is to the west, and Port of Texas City property is to the northwest.

(IBD) Industrial Business District



  Zoom to

City Zoning Info:

Site Address: **631 3RD AVE S TEXAS CITY, TX 77590**

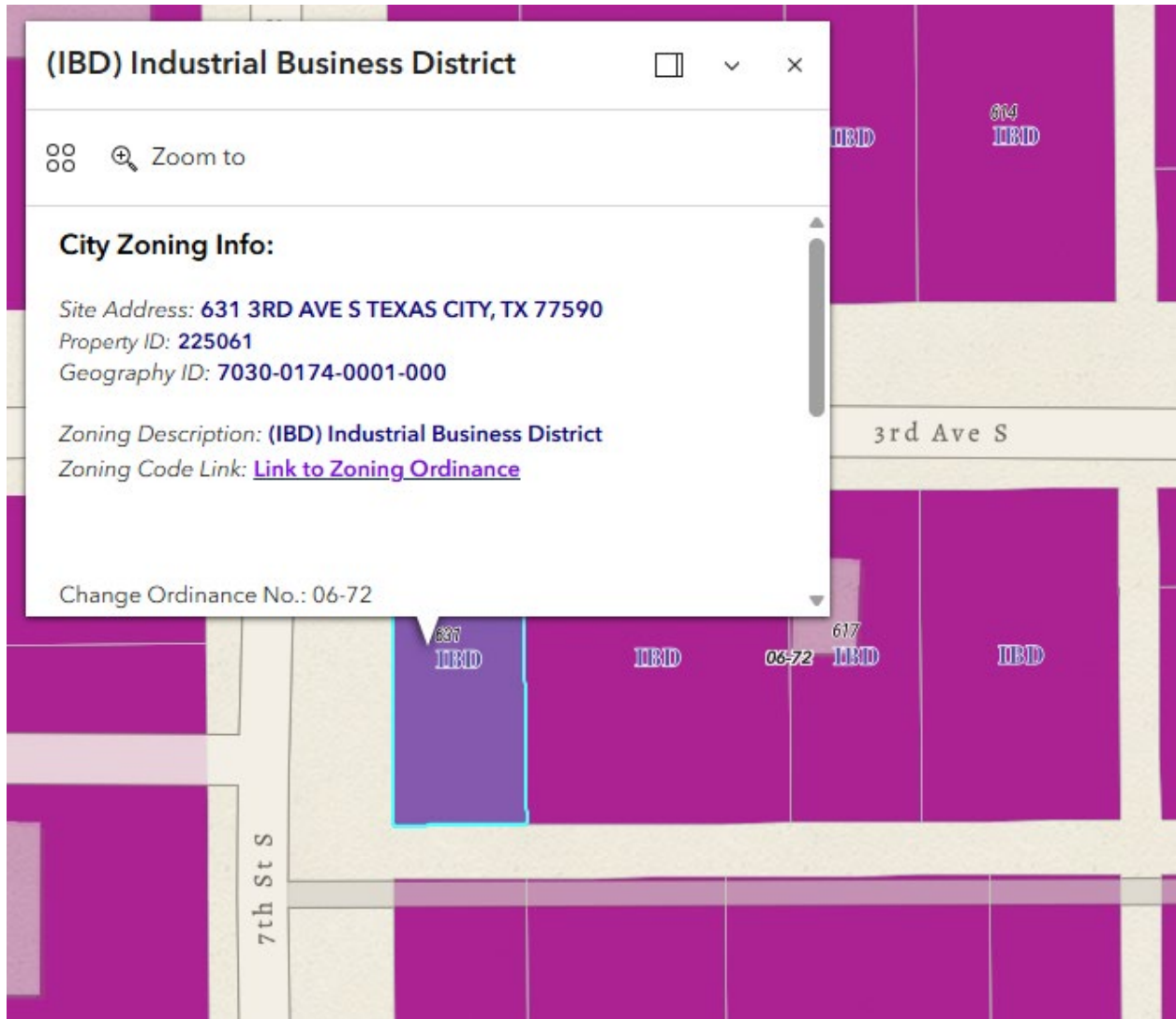
Property ID: **225061**

Geography ID: **7030-0174-0001-000**

Zoning Description: **(IBD) Industrial Business District**

Zoning Code Link: [Link to Zoning Ordinance](#)

Change Ordinance No.: 06-72



TCEDC Agenda

6. c.

Meeting Date: 03/25/2026

Renew services agreement between TCEDC and the Bay Area Houston Economic Partnership (BAHEP).

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

Renew services agreement between the TCEDC and the Bay Area Houston Economic Partnership (BAHEP).

BACKGROUND

The Texas City Economic Development Corporation has now been a member of the Bay Area Houston Economic Partnership (BAHEP) for three years, and the renewal contract is attached for consideration. The annual membership cost for Texas City is \$20,000.

BAHEP provides a range of economic development-related services, including developing business connections based on the organization's target industries; advocating for local, state and federal programs that benefit the City; and facilitating meetings with County and State elected officials as needed. The organization also assists the City with the development of its lead and prospect responses, marketing initiatives and more.

In partnership with staff, BAHEP has taken over hosting the Galveston County Economic Developers group and has also created a Tourism Committee that will lead to highly effective regional advertising.

Funds are available in the City of Texas City's FY26 annual budget from the Texas City Economic Development Corporation, Fund 801.

ANALYSIS

Renew partnership agreement between the Texas City Economic Development Corporation and the Bay Area Houston Economic Partnership.

ALTERNATIVES CONSIDERED

Attachments

BAHEP Contract - 2026-27

TEXAS CITY	§	
ECONOMIC DEVELOPMENT	§	
CORPORATION (EDC)	§	
	§	KNOW ALL PERSONS BY THESE
	§	PRESENTS:
BAY AREA HOUSTON ECONOMIC	§	
PARTNERSHIP (BAHEP)	§	

THIS CONTRACT is made and entered into by and between the TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION (“EDC”), and the BAY AREA HOUSTON ECONOMIC PARTNERSHIP (“BAHEP”).

WITNESSETH:

WHEREAS, EDC desires to promote the development of business and commerce within the City of Texas City (“City”), including the location and development of new business and the retention and expansion of existing business; and

WHEREAS, EDC finds and determines that the development of business within the region promotes the economic welfare and well-being of City and its residents by, among other things, expanding the tax and employment bases of City and, therefore, enhancing the health, safety, welfare and quality of life of the residents; and

WHEREAS, BAHEP was formed for the purpose of, among others, promoting and encouraging, or causing to be promoted and encouraged, the formation of new businesses and the retention and expansion of existing businesses that create or retain primary jobs, the relocation of existing businesses, and the general diversification of the economy of and in all or a portion of Galveston and Harris counties and the surrounding area, which area includes the City and EDC; and

WHEREAS, the EDC desires to contract with the BAHEP to provide, or cause to be provided, economic development services as herein described for and on behalf of EDC; and

WHEREAS, BAHEP is willing to provide, or cause to be provided, in exchange for the consideration herein expressed, the economic development services desired by EDC; and

WHEREAS, EDC and BAHEP agree that, in order to foster and promote competition, to assure the integrity of the competitive process, and to protect proprietary or innovative business strategies and concepts, information and data developed, generated, or received by BAHEP should remain privileged and confidential, except as herein provided or where inconsistent with the provisions of the Texas Public Information Act that are applicable to information held by EDC; now, therefore,

For and in consideration of the premises and mutual covenants herein contained, it is hereby agreed as follows:

ARTICLE I

QUALIFICATIONS OF BAHEP

SECTION 1.01. Representations and Warranties of BAHEP.

BAHEP hereby represents and warrants as follows:

A. BAHEP will engage in an on-going effort to attract new business to the City and to encourage the retention and expansion of existing businesses that create or retain primary jobs within the region.

B. BAHEP will coordinate its activities with other area economic development organizations within Galveston County and seek to enhance cooperation throughout the area in furtherance of efforts on City's and EDC's behalves hereunder.

C. BAHEP is a nonprofit economic development organization having as its principal purpose the promotion of economic development in Galveston and Harris counties, including the City.

ARTICLE II

SCOPE OF SERVICES

Section 2.01. Services to be Provided.

BAHEP will provide the economic development services in Exhibit A:

ARTICLE III

TIME OF PERFORMANCE

Section 3.01. Time of Performance.

A. This Agreement shall be in effect for the period beginning April 1, 2026, and ending March 31, 2027.

ARTICLE IV

PAYMENT FOR SERVICES

Section 4.01. Fees.

A. For and in consideration of the services to be performed by BAHEP, and subject to compliance with the terms of this Contract; EDC shall pay to BAHEP a base amount not to exceed TWENTY THOUSAND AND NO/100ths DOLLARS (\$20,000.00) for the performance of services provided herein, subject to budget as noted above.

B. BAHEP shall submit billing statements to EDC and EDC shall promptly process such statements, and upon certification and review, make payment to BAHEP within thirty (30) days of EDC's receipt of such statements.

C. BAHEP shall provide economic development information to the city through its quarterly newsletter, *BAHEP Business Briefs*, its *Annual Report*, and other documents as needed.

ARTICLE V

TERMINATION

Section 5.01.

Either party may terminate this Agreement upon thirty (30) days written notice for any reason or upon default by the other party. "Default" by a party occurs if the party fails to perform or observe any of the terms and conditions of this Agreement required to be performed or observed by that party. Should a default occur, the party against whom the default has occurred shall have the right to terminate all or any part of its duties under this Agreement, as of the 30th day following the receipt by the defaulting party of a notice describing such default and intended termination, provided, however, (i) such termination is ineffective if, within the 30-day period, the defaulting party cures the default, or (ii) the termination may be stayed, at the sole option of the party against whom the default has occurred, pending cure of the default.

Section 5.02.

The parties hereto specifically acknowledge that the funds allocated for payment to BAHEP by EDC are derived from tax revenues collected pursuant to the authority of Texas Local Government Code Chapters 501, 502, and 505, and that this Agreement is based on the estimated tax revenues to be collected during the term of this Agreement for Fiscal Year 2026-2027. BAHEP further understands, acknowledges, and agrees that if the tax revenues estimated or actually collected are less than the annual payment described in Section 4.01.A., EDC shall be under no obligation to reimburse BAHEP for the full amount set forth in such section and the Parties may terminate or renegotiate this Agreement.

Section 5.03.

Any party desiring to terminate this Contract may do so, with or without cause, upon thirty (30) days' notice thereof, as provided in Section 6.05 hereof.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.01 Independent Contractor.

The relationship of BAHEP to EDC hereunder shall be that of an independent contractor. EDC shall have no authority to direct the day-to-day activities of any of BAHEP's employees, shall have no authority over BAHEP's decisions, and shall have no rights to ownership of internal working papers or other information or data of BAHEP, except as otherwise specifically authorized or required herein.

Without in any way limiting the generality of the foregoing, it is specifically acknowledged and agreed that BAHEP has bargained for the confidentiality of all internal information and data that it generates other than that required to be submitted to EDC pursuant to Article II and Section 6.06 hereof. The parties agree that such confidentiality is necessary to foster and to promote competition, to assure the integrity of the competitive process, and to protect proprietary or innovative business strategies and concepts. Subject to the provisions of the Texas Public Information Act, Texas Government Code Chapter 552 that may be applicable to such documents, EDC agrees that it shall endeavor to protect and hold confidential all information submitted to EDC, to the extent that such information satisfies any exception to the Texas Public Information Act.

Section 6.02. Parties in Interest.

This Contract shall be binding on and inure to the benefit EDC and BAHEP and shall not bestow any rights upon any third parties.

Section 6.03. Nonwaiver.

Failure of either party hereto to insist on the strict performance of any of the provisions hereof, or to exercise any rights or remedies accruing hereunder upon default or failure of performance, shall not be considered a waiver of the right to insist on and enforce, by an appropriate remedy, strict compliance with any other obligation hereunder, or to exercise any right or remedy occurring as a result of any future default or failure of performance.

Section 6.04. Applicable Laws.

This Contract shall be subject to and construed in accordance with the laws of the State of Texas, the laws of the federal government of the United States of America, and all rules and regulations of any regulatory body or officer having jurisdiction hereover. This Contract is performable and venue is exclusive in Galveston County, Texas.

Section 6.05. Notices.

All notices required or permitted hereunder shall be given in writing and shall be deemed delivered when actually received or on the third day following deposit into a United States Postal Service post office or receptacle with proper postage affixed thereto, sent Certified Mail, Return Receipt Requested, addressed to the respective other party at the address set forth below, or at such

other address the receiving party may have theretofore prescribed by written notice to the sending party:

EDC Kristin Edwards, MPA, TDM
Economic Development Director
Texas City Economic Development Corporation
1801 9th Avenue North
Texas City, Texas 77590

BAHEP Brian Freedman
President
Bay Area Houston Economic Partnership
P.O. Box 58724
Houston, Texas 77258

Section 6.06. Entire Agreement.

This Contract contains the entire agreement of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties. Any changes of amendments to the rights or obligations of the parties hereunder must be made in writing and signed by both parties.

Section 6.07. Ambiguities.

In the event of any ambiguity in any of the terms of this contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

Section 6.08. Effective Date.

This Agreement shall become effective April 1, 2026, and conclude on March 31, 2027.

EXECUTED IN DUPLICATE ORIGINALS, in Texas City, Galveston County, Texas;

(SIGNATURE PAGE FOLLOWS)

APPROVED BY THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION on the _____ day of _____, 2026.

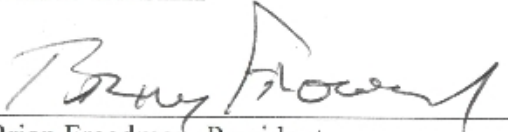
TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

By: _____
Mark Ciavaglia, Chairman
Economic Development Corporation

ATTEST:

EDC Secretary

BAY AREA HOUSTON ECONOMIC PARTNERSHIP



Brian Freedman, President

ATTEST:



Bob Payne, Director of Contracts

EXHIBIT A

Economic Development Services for Texas City Economic Development Corporation Bay Area Houston Economic Partnership

Background

Bay Area Houston Economic Partnership is a 501 (c)(6) not for profit organization focusing on the growth of the region through retention, expansion, and recruitment of high-performance jobs and business. The BAHEP service area includes the Bayport Industrial Complex on the east, Ellington Airport and City of Houston on the north, the City of Friendswood on the west and the City of Texas City on the south. The region encompasses 18 cities and Galveston County and Harris County. The 2025 estimated population of people who live and work in the Bay Area Houston region is approximately 940,000.

BAHEP currently has more than 300 member companies and organizations who reside in Galveston County and Harris County, including the economic partner cities of Clear Lake Shores, Deer Park, Dickinson, El Lago, Friendswood, Houston, Kemah, La Marque, La Porte, League City, Morgan's Point, Nassau Bay, Pasadena, Santa Fe, Seabrook, Texas City, Taylor Lake Village, and Webster. Private and public partners include those in the healthcare, maritime and logistics, specialty chemical, tourism and recreation, and aerospace and aviation industries, as well as real estate brokers and developers, banks, and educational institutions.

PURPOSE

As the Texas City Economic Development Corporation (EDC) focuses on diversifying and expanding the economy, the Bay Area Houston Economic Partnership looks forward to working with the EDC to assist in the execution of its economic development strategy.

ECONOMIC DEVELOPMENT SERVICES

Economic Development Goals and Direction

Bay Area Houston Economic Partnership will provide the following services:

- a. Assist the EDC as needed in determining, reviewing, and evaluating its economic development goals and objectives.
- b. Recommend policies, processes, and procedures that enable EDC to successfully compete for new business within identified target industries.

- c. Facilitate meetings with County and State elected officials as needed to assist EDC in matters that would involve County and State participation.
- d. Alert EDC of potential loss or addition of business due to changes in policy, State or federal law, or other impacts.
- e. Develop business linkages for EDC, given the EDC's economic development goals.
- f. Provide opportunities for EDC officials to participate on BAHEP committees and councils.
- g. Consult with EDC officials or their designees on issues related to economic development.
- h. Create, expand, and/or nurture partnerships with other municipalities/agencies to promote and enhance the EDC's economic development strategy.
- i. Include the EDC in any and all discussions hosted by BAHEP with its allies that are related to regional economic development issues.
- j. BAHEP shall advocate for local, state, and federal programs, public policy and initiatives that directly benefit the EDC.
- k. Invite the mayor of the City of Texas City to participate in BAHEP's Mayoral Council and to attend its regularly scheduled meetings.

Economic Development Marketing and Sales

BAHEP will provide the following services:

- a. BAHEP will work with the EDC, regional allies, the Governor's Office of Economic Development, and within its own network of site selectors, real estate brokers, and developers to identify and develop leads and prospective companies that have a potential interest in expanding or locating in the City of Texas City. These prospective companies will include, but not be limited to: a) healthcare, b) maritime and logistics, c) specialty chemical (back offices), d) tourism and recreation, and those which will result in a broader, more diversified tax base.

BAHEP will maintain a prospect log of all such new business opportunities which will contain information such as overall project description, number of jobs created, investment levels, real estate requirements, source of lead, and contact information. The prospect log will be reviewed with EDC representatives during BAHEP's quarterly Prospect Review meeting and as requested by EDC representatives.

BAHEP and the EDC understand that, in many cases, identified prospects may request complete confidentiality with respect to their company name, names of individuals, and their specific plans and further agree that where such confidentiality is requested, it will be maintained by all parties, subject to the requirements of applicable law.

- b. BAHEP will assist and coordinate with the EDC in developing its lead and prospect responses by providing relevant background information about the City of Texas City and its business climate and business activities, about the region, and about the State of Texas, to all appropriate audiences – including to site selectors, real estate brokers, and developers.

- c. Invite EDC representatives to meetings with executives and site selectors who are interested in business location, relocation, and expansion.

Business Assistance Programs

BAHEP will provide the following services:

- a. Include the EDC officials and business persons in initiatives and programs designed to assist the city in promoting new business development, start-up business, entrepreneurship, business expansion, and other business assistance ventures.
- b. Include the EDC representatives in business development activities.
- c. Make the Space Alliance Technology Outreach Program (SATOP) programs available to the City of Texas City businesses to encourage job growth and creation.

Additional Special Services

BAHEP will provide the following additional special services to the city:

- a. Continue its advocacy for a coastal storm surge protection system (The Texas Coastal Project) by working with local and state elected officials, the General Land Office, and the Gulf Coast Protection District.
- b. Maintain its collaboration with the Coalition for Sustainable Flood Insurance to monitor the National Flood Insurance Program and its reauthorization by the U.S. Congress.
- c. Lead advocacy initiatives that preserve NASA Johnson Space Center's budget and workforce, such as the annual Citizen's for Space Exploration trip to Washington, D.C., to meet with congressional members on the importance of NASA to the nation's economy and national security. BAHEP will invite the EDC (the director/board member and/or designated representative) to attend the Citizens for Space Exploration trip to Washington, D.C., to educate federal officials on the importance of NASA to the City of Texas City and Houston-area economies.
- d. Collaborate with the economic development coordinator and other regional organizations to protect and grow the Ellington Airport assets, including the Houston Spaceport, and expand the military presence at Ellington Airport. BAHEP will work with the Houston Airport System to market Ellington Airport and perform economic development activities to protect and grow assets related to aerospace. BAHEP, through the Military Affairs Committee, will work with local businesses and elected officials in a strategic manner focusing on areas which most substantially benefit the military presence at Joint Reserve Base (JRB) Ellington (infrastructure to support military training and operations, quality of life for JRB servicemembers, and Interagency Emergency Operations Center).

TCEDC Agenda

6. d.

Meeting Date: 03/25/2026

Approve TCLM Chamber Membership Grant in an amount not to exceed \$500.

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

Approve TCLM Chamber Membership Grant in an amount not to exceed \$500.

BACKGROUND

In August 2023, the Texas City Economic Development Corporation established a Chamber Membership grant to assist local businesses with the cost of joining the Texas City-La Marque Chamber for one (1) year. Applicants must either represent a new, for-profit business or an existing for-profit business within the city limits of Texas City that has not previously joined the Chamber.

Staff has received a completed application from Rita Runner Margarita Machine Rentals, operating at 1914 13th Avenue North with plans to establish a brick and mortar location as soon as feasible. Funds are available in the City of Texas City’s FY2025-26 annual budget from the Texas City Economic Development Corporation, Fund 801.

ANALYSIS

Approve TCLM Chamber Membership Grant for Rita Runner Margarita Machine Rentals in an amount not to exceed \$500.

ALTERNATIVES CONSIDERED

Attachments

Resolution

Grant Application

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2026-04

A RESOLUTION AUTHORIZING A TCLM CHAMBER MEMBERSHIP GRANT TO RITA RUNNER MARGARITA MACHINE RENTAL; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation duly held on March 25, 2026, a general discussion was held concerning the application of a TCLM Chamber Membership Grant; and

WHEREAS, staff received a completed application for the TCLM Chamber Membership Grant from Rita Runner Maragrita Machine Rentals, located in Texas City, Texas; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1: The Texas City Economic Development Corporation hereby approves a TCLM Chamber Membership Grant to Rita Runner Maragrita Machine Rentals located in Texas City, Texas, for a maximum allocation of \$500.00.

SECTION 2: The Chairman of Texas City Economic Development Corporation or designee is hereby authorized to execute the documents necessary for said grant on behalf of the Texas City Economic Development Corporation.

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

PASSED AND ADOPTED this 25th day of March 2026.

CHAIRMAN/PRESIDENT
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY
Texas City Economic Development Corporation

Texas City Economic Development Corporation

Application for Chamber Membership Grant

1801 9th Avenue North, Texas City, Texas 77590 - 409-739-7538

Purpose:

The purpose of the Chamber Membership Grant program is to promote small businesses in Texas City by providing funding assistance to join the Texas City - La Marque Chamber of Commerce for one (1) year. This one-time grant shall not exceed \$500.

It is the belief of the Texas City Economic Development Corporation (TCEDC) that membership and active participation in the Texas City-La Marque Chamber of Commerce can lead to stronger community connections, higher public awareness and additional jobs in the City of Texas City.

Eligibility:

1. Applicants must represent a new (less than 1 year) for-profit business operating within the city limits of Texas City, Texas.
2. Existing for-profit businesses may qualify if they have not previously joined the Texas City - La Marque Chamber of Commerce and have ten (10) employees or less.

Requests for the Chamber Membership Grant for joining the Texas City - La Marque Chamber of Commerce must be approved by the EDC Board. This application will become the agreement between the applicant and the Texas City Economic Development Corporation. Any false representations will be grounds for voiding the application/agreement. This original application must be submitted to Director of Economic Development Kristin Edwards either in-person/via mail to City Hall (1801 9th Avenue North) or via email at kedwards@texascitytx.gov.

Date of Application: 11-11-2025

Jan -

Date Business Opened in Texas City:
2-13-2024

Number of Employees: 1

Business Name: Rita Runner Margarita Machine Rentals

Owner Name: Cory Lyle

Business Address: 1914 13th Ave N. Texas City

Telephone Number(s): 409-739-1186

Email Address: Corylyle917@gmail.com

Business Website: www.ritarunners.com

Requirements:

Please return your completed application with the following item:

1. A copy of your City of Texas City certificate of occupancy and/or most current City of Texas City commercial water bill.

Process:

Approved businesses will qualify for a payment up to \$500 that will be made directly to the Texas City – La Marque Chamber of Commerce on behalf of the business. After Board approval, a purchase order will be established, and the payment will be sent. The payment will be sent approximately thirty (30) days after approval.

Signatures

Business Owner:

Cory Lyle

Texas City Economic Development Corporation:



CITY OF TEXAS CITY
 PO BOX 3837
 TEXAS CITY, TX 77592-3837
 (409) 643-5923

**UTILITY BILL
 REMIT PORTION**

Please write your Account Number on your check and enclose this portion of bill with your payment.

Service Address	Bill Number	Account # - Customer #	Current Billing Due Date	Amount Due
1914 13TH AVE N	2452622	[REDACTED]	11/18/2025	\$48.11
			Disconnect Date	Amount Due
			11/21/2025	\$77.67

LYLE, MICHELLE R /P
 8901 MONTICELLO DR
 TEXAS CITY, TX 77591

*I haven't had the
 chance to change
 it to my name yet,
 Michelle is my mother*

302452622000000048116

UTILITY BILL

Customer Copy

Keep this portion for your records



CITY OF TEXAS CITY
 PO BOX 3837
 TEXAS CITY, TX 77592-3837
 (409) 643-5923

NOTE: Please read the back

concerning your water bill.

Customer Name LYLE, MICHELLE R /P				Service Address 1914 13TH AVE N					
Bill Number 2452622	Bill Date 10/20/2025	Account Number - Customer Number [REDACTED]				Current Billing Due Date 11/18/2025			
Description	Meter	Previous Read Date	Current Read Date	Previous Meter Reading	Current Meter Reading	Read Code	Usage (1000 gal.)	Charge	
WATER	200241320	09/16/2025	10/09/2025	137	139	A	2	\$9.43	
GARBAGE		09/16/2025	10/09/2025					\$24.00	
BIOSPHERE		09/16/2025	10/09/2025					\$0.50	
SALES TAX		09/16/2025	10/09/2025					\$1.98	
SEWER								\$12.20	
HISTORY PERIOD CARR 2 09/26 2 08/25 2 07/25 1 05/25 2 05/25 2 04/25 2 03/25 2 02/25 2 01/25 2 12/24 2 11/24 2 10/24 1				READ CODE: A - Actual E - Estimate F - Final W - Water Co F - Filled				Total Current Billing \$48.11 Past Due Balance \$0.00 Total Amount Due \$48.11 Total Due After Due Date \$52.67 On or After Disconnect Date \$77.67	
JOIN US AT NESSLER CENTER FOR OUR ADAPTIVE DANCE OCTOBER 28TH AT 6PM BLANKET DRIVE NOW THROUGH 10/31 DROP OFF AT CITY HALL OR THE LIBRARY PAY YOUR BILL ONLINE AT WWW.TEXASCITYTX.GOV OR BY PHONE AT 844-793-0486 WITH OUT AUTOMATED SYSTEM.									

TCEDC Agenda

6. e.

Meeting Date: 03/25/2026

Approve TCLM Chamber Membership Grant in an amount not to exceed \$500.

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

Approve TCLM Chamber Membership Grant in an amount not to exceed \$500.

BACKGROUND

In August 2023, the Texas City Economic Development Corporation established a Chamber Membership grant to assist local businesses with the cost of joining the Texas City-La Marque Chamber for one (1) year. Applicants must either represent a new, for-profit business or an existing for-profit business within the city limits of Texas City that has not previously joined the Chamber.

Staff has received a completed application from Synergy Business Technology Group, LLC, soon to be titled Marimum, LLC. The owner, Chris Phillips, is in the process of securing a membership at the Phoenix Business Accelerator. Funds are available in the City of Texas City’s FY2025-26 annual budget from the Texas City Economic Development Corporation, Fund 801.

ANALYSIS

Approve TCLM Chamber Membership Grant for Marimum, LLC in an amount not to exceed \$500.

ALTERNATIVES CONSIDERED

Attachments

- Chamber grant - Marimum LLC
- Resolution
- Utility Bill

Texas City Economic Development Corporation

Application for Chamber Membership Grant

1801 9th Avenue North, Texas City, Texas 77590 - 409-739-7538

Purpose:

The purpose of the Chamber Membership Grant program is to promote small businesses in Texas City by providing funding assistance to join the Texas City - La Marque Chamber of Commerce for one (1) year. This one-time grant shall not exceed \$500.

It is the belief of the Texas City Economic Development Corporation (TCEDC) that membership and active participation in the Texas City-La Marque Chamber of Commerce can lead to stronger community connections, higher public awareness and additional jobs in the City of Texas City.

Eligibility:

1. Applicants must represent a new (less than 1 year) for-profit business operating within the city limits of Texas City, Texas.
2. Existing for-profit businesses may qualify if they have not previously joined the Texas City - La Marque Chamber of Commerce and have ten (10) employees or less.

Requests for the Chamber Membership Grant for joining the Texas City - La Marque Chamber of Commerce must be approved by the EDC Board. This application will become the agreement between the applicant and the Texas City Economic Development Corporation. Any false representations will be grounds for voiding the application/agreement. This original application must be submitted to Director of Economic Development Kristin Edwards either in-person/via mail to City Hall (1801 9th Avenue North) or via email at kedwards@texascitytx.gov.

Date of Application: 4 Feb 2026

Date Business Opened in Texas City:
Dec 2024

Number of 1
Employees: _____

Business Name: Synergy Business Technology Group, LLC.
Changing to MARINUM, LLC

Owner Name: Chris Phillips

Business Address: 2219 Nautica Terrace Drive
Texas City, TX 77568

Telephone Number(s): (281) 550-4900 office / (281) 804-2613
personal mobile

Email Address: Chris@MARINUMCONSULTING.COM

Business Website: WWW.MARINUMCONSULTING.COM

Requirements:

Please return your completed application with the following item:

1. A copy of your City of Texas City certificate of occupancy and/or most current City of Texas City commercial water bill.

Process:

Approved businesses will qualify for a payment up to \$500 that will be made directly to the Texas City – La Marque Chamber of Commerce on behalf of the business. After Board approval, a purchase order will be established, and the payment will be sent. The payment will be sent approximately thirty (30) days after approval.

Signatures

Business Owner:



Texas City Economic Development Corporation:

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2026-05

A RESOLUTION AUTHORIZING A TCLM CHAMBER MEMBERSHIP GRANT TO MARINUM, LLC; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation duly held on March 25, 2026, a general discussion was held concerning the application of a TCLM Chamber Membership Grant; and

WHEREAS, staff received a completed application for the TCLM Chamber Membership Grant from Marinum, LLC, located in Texas City, Texas; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1: The Texas City Economic Development Corporation hereby approves a TCLM Chamber Membership Grant to Marinum, LLC, located in Texas City, Texas, for a maximum allocation of \$500.00.

SECTION 2: The Chairman of Texas City Economic Development Corporation or designee is hereby authorized to execute the documents necessary for said grant on behalf of the Texas City Economic Development Corporation.

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

PASSED AND ADOPTED this 25th day of March 2026.

CHAIRMAN/PRESIDENT
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY
Texas City Economic Development Corporation



CITY OF TEXAS CITY
 PO BOX 3837
 TEXAS CITY, TX 77592-3837
 (409) 643-5923

**UTILITY BILL
 REMIT PORTION**

Please write your Account Number on your check and enclose this portion of bill with your payment.

Service Address	Bill Number	Account # - Customer #	Current Billing Due Date	Amount Due
2219 NAUTICA TERRACE DR	2540025	██████ - ██████	04/07/2026	\$0.00
			Disconnect Date	Amount Due
			04/14/2026	\$25.00

PHILLIPS, CHRIS
 2219 NAUTICA TERRACE DR
 TEXAS CITY, TX 77568

00186042025502540025000000000000

✂ Detach and return the portion above with your payment ✂



CITY OF TEXAS CITY
 PO BOX 3837
 TEXAS CITY, TX 77592-3837
 (409) 643-5923

**UTILITY BILL
 Customer Copy**

Keep this portion for your records

NOTE: Please read the back of your bill for important information concerning your water bill.

Customer Name				Service Address					
PHILLIPS, CHRIS				2219 NAUTICA TERRACE DR					
Bill Number	Bill Date	Account Number - Customer Number				Current Billing Due Date			
2540025	03/04/2026	████████████████████				04/07/2026			
Description	Meter	Previous Read Date	Current Read Date	Previous Meter Reading	Current Meter Reading	Read Code	Usage (1000 gal.)	Charge	
WATER	200238206	01/26/2026	02/26/2026	392	397	A	5	\$17.43	
GARBAGE		01/26/2026	02/26/2026					\$24.00	
BIOSPHERE		01/26/2026	02/26/2026					\$0.50	
SALES TAX		01/26/2026	02/26/2026					\$1.98	
SEWER								\$27.20	
HISTORY PERIOD	BILLED USAGE					READ CODE: A = Actual E = Estimate F = Final W = Water Co. Estimate		Total Current Billing \$71.11 Past Due Balance (\$71.11) Total Amount Due \$0.00 Total Due After Due Date \$0.00 On or After Disconnect Date \$25.00	
CURR	5								
01/26	4								
12/25	5								
11/25	6								
10/25	7								
09/25	9								
08/25	6								
07/25	7								
06/25	6								
05/25	4								
04/25	5								
03/25	6								
02/25	1								
CITY OFFICES WILL BE CLOSED ON GOOD FRIDAY, APRIL 3, 2026. NEW INTERIM CITY HALL NOW OPEN 8AM-5PM AT 2000 TEXAS AVE INSIDE THE FAMILY COMMUNITY CENTER. PAY YOUR BILL WITH OUR AUTOMATED SYSTEM @ 844-793-0466 OR ONLINE @ WWW.TEXASCITYTX.GOV									

PLEASE MAKE CHECKS PAYABLE TO:
City of Texas City

Mail to:

City of Texas City
Water Department
P.O. Box 3837
Texas City, TX 77592-3837

Customer Service/Water Billing Department
IMPORTANT INFORMATION PLEASE READ

1. THE WATER BILL IS DUE UPON RECEIPT BUT CAN BE PAID WITHOUT PENALTY IF PAID ON OR BEFORE CURRENT BILLING DUE DATE AS STATED ON THIS BILL. YOU WILL NOW HAVE 30 DAYS TO PAY INSTEAD OF THE PREVIOUS 15 DAYS. HOWEVER, A SECOND NOTICE WILL **NOT** BE SENT AS THE DISCONNECT DATE IS ALSO STATED ON THIS BILL.
2. A 10% PENALTY WILL BE ASSESSED ON THE NEXT BUSINESS DAY IF PAYMENT IS NOT POSTED TO THE ACCOUNT BY 5PM ON THE CURRENT BILLING DUE DATE.
3. PAYMENTS MUST BE POSTED TO THE ACCOUNT **BEFORE** THE DISCONNECT DATE TO AVOID INTERRUPTION OF SERVICE AND/OR A SERVICE FEE OF \$25. THE SERVICE FEE IS ADDED TO THE ACCOUNT AT THE TIME THE DISCONNECT LIST IS GENERATED AND WILL NOT BE WAIVED, EVEN IF THE WATER IS NOT YET DISCONNECTED. DROPPING A PAYMENT IN THE AFTER HOURS DEPOSIT BOX IS NOT CONSIDERED POSTED TO THE ACCOUNT.
4. ON OR AFTER DISCONNECT DATE, ALL PAST DUE CHARGES/FEEES MUST BE PAID BY CASH, DEBIT, OR CREDIT CARD BEFORE SERVICES WILL BE RESTORED. IF PAYMENT IS NOT POSTED TO THE ACCOUNT WITHIN 5 DAYS OF DISCONNECT, THE ACCOUNT WILL BE FINALED AND THE DEPOSIT WILL BE APPLIED.
5. IT IS ILLEGAL TO REMOVE THE YELLOW TAG FROM THE METER AND TURN THE METER BACK ON WITHOUT PROPER PAYMENT. IF IT IS DISCOVERED THAT THE METER IS TURNED BACK ON WITHOUT PAYMENT, THE METER WILL BE PULLED AND A FEE OF \$100 WILL BE ADDED TO THE ACCOUNT. YOU COULD ALSO FACE PROSECUTION FOR THEFT OF UTILITY SERVICES.
6. AN AFTER HOURS DEPOSIT BOX IS LOCATED IN THE LIBRARY DRIVE-THRU. PAYMENTS DROPPED AFTER 8 A.M. WILL BE POSTED ON THE NEXT BUSINESS DAY. PAYMENTS MAY ALSO BE MADE ONLINE AT WWW.TEXASCITYTX.GOV OR OVER THE PHONE FOR A FEE. IF YOU ARE MAKING A PAYMENT ON A DISCONNECT DATE, PLEASE CALL CUSTOMER SERVICE AT 409-643-5923 TO NOTIFY THEM OF YOUR PAYMENT.

TCEDC Agenda

6. f.

Meeting Date: 03/25/2026

Approve TCLM Chamber Membership Grant in an amount not to exceed \$500.

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

Approve TCLM Chamber Membership Grant in an amount not to exceed \$500.

BACKGROUND

In August 2023, the Texas City Economic Development Corporation established a Chamber Membership grant to assist local businesses with the cost of joining the Texas City-La Marque Chamber for one (1) year. Applicants must either represent a new, for-profit business or an existing for-profit business within the city limits of Texas City that has not previously joined the Chamber.

Staff has received a completed application from Taqueria Los Sanchez, located at 2716 Palmer Highway. Of note, the company anticipates opening on March 30, 2026. Funding would be distributed following the successful opening of their business. Funds are available in the City of Texas City's FY2025-26 annual budget from the Texas City Economic Development Corporation, Fund 801.

ANALYSIS

Approve TCLM Chamber Membership Grant for Taqueria Los Sanchez in an amount not to exceed \$500.

ALTERNATIVES CONSIDERED

Attachments

Chamber grant - Taqueria Los Sanchez
Resolution

Texas City Economic Development Corporation

Application for Chamber Membership Grant

1801 9th Avenue North, Texas City, Texas 77590 - 409-739-7538

Purpose:

The purpose of the Chamber Membership Grant program is to promote small businesses in Texas City by providing funding assistance to join the Texas City - La Marque Chamber of Commerce for one (1) year. This one-time grant shall not exceed \$500.

It is the belief of the Texas City Economic Development Corporation (TCEDC) that membership and active participation in the Texas City-La Marque Chamber of Commerce can lead to stronger community connections, higher public awareness and additional jobs in the City of Texas City.

Eligibility:

1. Applicants must represent a new (less than 1 year) for-profit business operating within the city limits of Texas City, Texas.
2. Existing for-profit businesses may qualify if they have not previously joined the Texas City - La Marque Chamber of Commerce and have ten (10) employees or less.

Requests for the Chamber Membership Grant for joining the Texas City - La Marque Chamber of Commerce must be approved by the EDC Board. This application will become the agreement between the applicant and the Texas City Economic Development Corporation. Any false representations will be grounds for voiding the application/agreement. This original application must be submitted to Director of Economic Development Kristin Edwards either in-person/via mail to City Hall (1801 9th Avenue North) or via email at kedwards@texascitytx.gov.

Date of Application: 02-02-2026

Date Business Opened in Texas City:

Anticipated open date March 30th 2026

Number of Employees: 5 *minimum*

Business Name: Taqueria Los Sanchez

Owner Name: Marina Sanchez

Business Address: 2716 Palmer Hwy
Texas City, TX 77590

Telephone Number(s): 832-835-7704

Email Address: Smarina632@yahoo.com

Business Website: N/A

Requirements:

Please return your completed application with the following item:

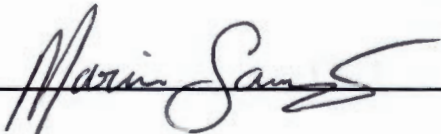
1. A copy of your City of Texas City certificate of occupancy and/or most current City of Texas City commercial water bill.

Process:

Approved businesses will qualify for a payment up to \$500 that will be made directly to the Texas City – La Marque Chamber of Commerce on behalf of the business. After Board approval, a purchase order will be established, and the payment will be sent. The payment will be sent approximately thirty (30) days after approval.

Signatures

Business Owner:



Texas City Economic Development Corporation:



COMMERCIAL LEASE

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED
©Texas Association of REALTORS®, Inc. 2022

CONCERNING THE LEASED PREMISES AT 2716 Palmer Hwy TEXAS CITY TX 77590
between Etheredge Real Estate (Landlord)
and Rafael Sanchez Marina Sanchez (Tenant).

Table of Contents

<u>No.</u>	<u>Paragraph Description</u>	<u>Pg.</u>	<u>ADDENDA & EXHIBITS (check all that apply)</u>
1.	Parties	2	<input type="checkbox"/> Exhibit _____
2.	Leased Premises	2	<input type="checkbox"/> Exhibit _____
3.	Term	2	<input type="checkbox"/> Exhibit _____
4.	Rent and Expenses	3	<input type="checkbox"/> Commercial Property Condition Statement (TXR-1408)
5.	Security Deposit	5	<input type="checkbox"/> Commercial Lease Addendum for Broker's Fee (TXR-2102)
6.	Taxes	6	<input type="checkbox"/> Commercial Lease Addendum for Option to Extend Term (TXR-2104)
7.	Utilities	6	<input type="checkbox"/> Commercial Lease Addendum for Tenant's Right of First Refusal (TXR-2105)
8.	Insurance	7	<input type="checkbox"/> Commercial Lease Addendum for Percentage Rent (TXR-2106)
9.	Use and Hours	7	<input type="checkbox"/> Commercial Lease Addendum for Parking (TXR-2107)
10.	Legal Compliance	7	<input type="checkbox"/> Commercial Landlord's Rules and Regulations (TXR-2108)
11.	Signs	8	<input type="checkbox"/> Commercial Lease Guaranty (TXR-2109)
12.	Access by Landlord	8	<input type="checkbox"/> Commercial Lease Addendum for Tenant's Option for Additional Space (TXR-2110)
13.	Move-In Condition	9	<input type="checkbox"/> Commercial Lease Construction Addendum (TXR-2111) or (TXR-2112)
14.	Move-Out Condition	9	<input type="checkbox"/> Commercial Lease Addendum for Contingencies (TXR-2119)
15.	Maintenance and Repairs	9	<input type="checkbox"/> Information About Brokerage Services (TXR-2501)
16.	Alterations	11	<input type="checkbox"/> _____
17.	Liens	11	<input type="checkbox"/> _____
18.	Liability	11	<input type="checkbox"/> _____
19.	Indemnity	11	<input type="checkbox"/> _____
20.	Default	11	<input type="checkbox"/> _____
21.	Abandonment, Interruption of Utilities, Removal of Property and Lockout	12	
22.	Holdover	12	
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(TXR-2101) 07-08-22 Initialed for Identification by Landlord: KCL, _____, and Tenant: RS, MS

such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the _____ day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
2/15/2026	2/28/2026	1,250.00 / rsf / month	/ rsf / year	1,250.00
3/1/2026	2/29/2028	2,500.00 / rsf / month	/ rsf / year	2,500.00
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord the expense reimbursement detailed in Paragraph 4J (if applicable) and all other amounts, as provided by the attached (Check all that apply.):

- (1) Commercial Lease Addendum for Percentage Rent (TXR-2106)
- (2) Commercial Lease Addendum for Parking (TXR-2107)
- (3) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

C. First Full Month's Rent: The first full monthly rent is due on or before 3/1/2026

D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: Etheredge Real Estate
Address: 3206 Palmer Hwy Texas City, TX 77590

Commercial Lease concerning: 2716 Palmer Hwy TEXAS CITY TX 77590

arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

A. The brokers to this lease are:

Principal Broker: Barbie Tucker Cooperating Broker: _____

Agent: Karen Locke Agent: _____

Address: 3206 Palmer Hwy Address: _____

Phone & Fax: 409-948-1778 Phone & Fax: _____

E-mail: 3206EPM@gmail.com E-mail: _____

License No.: 455379 License No.: _____

Principal Broker: (Check only one box)

- represents Landlord only.
- represents Tenant only.
- is an intermediary between Landlord and Tenant.

Cooperating Broker represents Tenant.

B. Fees:

- (1) Principal Broker's fee will be paid according to: (Check only one box).
 - (a) a separate written commission agreement between Principal Broker and:
 - Landlord Tenant.
 - (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).
- (2) Cooperating Broker's fee will be paid according to: (Check only one box).
 - (a) a separate written commission agreement between Cooperating Broker and:
 - Principal Broker Landlord Tenant.
 - (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to:

Landlord at: Etheredge Real Estate

Address: 3206 Palmer Hwy Texas City TX 77590

Attention: Karen Locke

Fax: _____

Commercial Lease concerning: 2716 Palmer Hwy TEXAS CITY TX 77590

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: Etheredge Real Estate

Tenant: Rafael Sanchez

Marina Sanchez

By: _____

By: _____

By (signature): Karen C Locke

By (signature): Rafael Sanchez

Printed Name: Etheredge Real Estate

Printed Name: Rafael Sanchez

Title: _____ Date: 01/27/2026

Title: _____ Date: 01/27/2026

By: _____

By: _____

By (signature): _____

By (signature): Marina Sanchez

Printed Name: _____

Printed Name: Marina Sanchez

Title: _____ Date: _____

Title: _____ Date: 01/27/2026

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2026-06

A RESOLUTION AUTHORIZING A TCLM CHAMBER MEMBERSHIP GRANT TO TAQUERIA LOS SANCHEZ; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation duly held on March 25, 2026, a general discussion was held concerning the application of a TCLM Chamber Membership Grant; and

WHEREAS, staff received a completed application for the TCLM Chamber Membership Grant from Taqueria Los Sanchez, located in Texas City, Texas; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1: The Texas City Economic Development Corporation hereby approves a TCLM Chamber Membership Grant to Taqueria Los Sanchez, located in Texas City, Texas, for a maximum allocation of \$500.00.

SECTION 2: The Chairman of Texas City Economic Development Corporation or designee is hereby authorized to execute the documents necessary for said grant on behalf of the Texas City Economic Development Corporation.

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

PASSED AND ADOPTED this 25th day of March 2026.

CHAIRMAN/PRESIDENT
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY
Texas City Economic Development Corporation

TCEDC Agenda

6. g.

Meeting Date: 03/25/2026

Approve Business Improvement Grant (BIG Grant) in an amount of \$5,290.72.

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

Approve Business Improvement Grant (BIG Grant) in an amount of \$5,290.72.

BACKGROUND

In October 2023, the Texas City Economic Development Corporation established the Business Improvement Grant (BIG Grant) to assist local businesses with a range of improvements. Staff has received a completed application from Kingdom Wings for property located at 2828 Texas Avenue. The applicant is requesting assistance with the addition of a cover for their existing patio deck.

The total cost of the proposed exterior renovations is \$10,581.44. This amount differs from the amount on the application due to a manufacturer discount. A 50% match for this project would amount to \$5,290.72. Of note: In speaking with Planning and Engineering, this cover would necessitate a WPI-1 permit to verify windstorm requirements. Therefore, distribution of this funding would be contingent upon the applicant completing that process.

Funds are available in the City of Texas City’s FY2025-26 annual budget from the Texas City Economic Development Corporation, Fund 801.

ANALYSIS

Approve Business Improvement Grant (BIG Grant) for exterior repairs for Kingdom Wings in the amount of \$5,290.72.

ALTERNATIVES CONSIDERED

Attachments

BIG Grant - Kingdom Wings
Resolution

Texas City Economic Development Corporation

Business Incentive Grant Program

The TCEDC Business Incentive Grant Program aims to provide existing businesses within the City of Texas City with up to \$15,000 in grant assistance for exterior improvements. Eligible businesses must provide proof of operation of at least one (1) year, as well as demonstrate the need for assistance and meet eligibility requirements listed below.

Business Name and Submittal Date:

Kingdom Wings
Business Address: 2828 Texas Ave Texas City Tx 77590
Business Contact: 409-867-6612 - Sherman Jones
Number of full-time or part-time employees: 3
Annual operating budget: 85,000

Eligibility requirements:

Is your property located within the City limits of Texas City? Yes No

Is your property in a non-residential zone? Yes No

Have all owed property taxes been paid for this property? Yes No

Is the property subject to any liens held by the City? Yes No

Can you provide sufficient proof of ownership of the property? Yes No

Is the property in violation of any provisions of the Texas City Code of Ordinances?

Yes No

Have you received a grant for this property within the last 12 months? Yes No

If awarded, can you provide a current W-9 for the business? Yes No

Application continues on Page 2.

Permit
W-9 I-1
windstorm
permit

Program parameters: Applicants shall identify exterior improvements needed at their facility, and provide vendor estimates for the work/materials. Please note: as the City of Texas City is a tax-exempt entity, reimbursements will not include any tax already paid to vendors.

The following is not an exhaustive list, but examples improvement options for the BIG Grant:

Landscaping	Code Compliance (City/IBC/Energy)
Tree Removal	Fire Suppression Systems
Fencing	Exterior/Façade Materials
Parking/Driveway reconstruction/resurfacing	Exterior Lighting
Demolition	Pavers/sidewalk improvements

Please provide a brief description of your business, services provided, etc.:

We are a Drive-thru Restaurant Only with outdoor seating

Please describe the project/effort or expansion to be supported by this grant:

Our company is seeking funding to support the expansion of our patio by building a cover for our patio deck

Please provide a summary of the costs/expenses associated with this event:

11,500

Amount approved per TCEDC: _____

*The TCEDC reserves the right to limit grant assistance depending on need and available funds. The TCEDC may choose to issue full grants or matching grants. Application for grant assistance does not guarantee that funds will be issued.

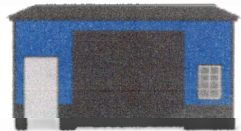
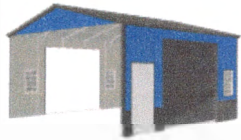
**Recipient businesses cannot be publicly affiliated with any political party.

Here's Your Custom Design and Estimate! (#1772747494792313-1)

From: orders@galvstruct.com (orders@galvstruct.com)

To: shermanjones33@yahoo.com

Date: Thursday, March 5, 2026 at 03:52 PM CST



[Open Your Custom Design](#)

Customer Contact Information

Name: Sherman Jones
Email: shermanjones33@yahoo.com
Phone: 409-354-3659

Dealer Information

Dealer Name: Texas Premier
Dealer Address: 8016 Hwy 6
Dealer Email: hsalazar3@yahoo.com
Dealer Phone: 409-939-4455

Delivery Information

Delivery Location: Default Region
Delivery Address: 8016 Hwy 6
Delivery City: Hitchcock
Delivery State: TX
Delivery ZIP: 77563

Additional Comments

Contact me: I'm simply exploring building options right now. Please don't contact me yet.

Building Estimate: \$11,500
Manufacturer Discount: -\$1,725

Total: \$9,775
 Sales Tax (8.25%): \$806.44
Grand Total: \$10,581.44

Deposit Amount (20%): \$1,955
 Due Upon Delivery: \$8,626.44
 Card Balance Due: \$8,885.23

[Buy This Building Now!](#)

24 Month Rent to Own Payment (plus tax)	\$678.82
36 Month Rent to Own Payment (plus tax)	\$493.69
48 Month Rent to Own Payment (plus tax)	\$452.55
60 Month Rent to Own Payment (plus tax)	\$407.29
72 Month Rent to Own Payment (plus tax)	\$362.04

Structure Details

Style: Standard Carport	
Base Price: 20'x20'	\$2,575.00
Installation Surface: Dirt	-
Ground Anchors Included (Qty. 4)	-
Roof Color: Quaker Gray	-
Trim Color: Quaker Gray	-
Wall Exterior Color: Royal Blue	-
Door: Quaker Gray	-
End Walls Deluxe (Wainscot): Quaker Gray	-
Side Walls Deluxe (Wainscot): Quaker Gray	-
Frame Spacing: Four Feet Frame Spacing	-
Roof Style: Vertical	-
Roof Pitch: 3/12	-
Roof Overhang: 6"	-
Trusses: Standard	-
Leg Style: Standard	-
Brace: 2' Brace	-
Leg Height: 10'	\$300.00
Left Side: Fully Enclosed	\$465.00
Left Side Siding: Horizontal	-
Right Side: Fully Enclosed	\$465.00
Right Side Siding: Horizontal	-
Front End: Gable End	\$300.00
Front End Siding: Horizontal	-
Back End: Fully Enclosed	\$1,145.00
Back End Siding: Horizontal	-

Roll Doors & Ramps

10' x 9' Rollup Door	\$835.00
Sidewall Header Bar	\$125.00
Door Color Fee	\$150.00
10' x 9' Rollup Door	\$835.00
Door Color Fee	\$150.00
10' x 9' Rollup Door	\$835.00
Sidewall Header Bar	\$125.00
Door Color Fee	\$150.00

Doors & Ramps

36" x 80" Poly Walk-in Door	\$325.00
Sidewall Header Bar	\$125.00

Windows & Accessories

White 24" x 36" With Grid	\$175.00
White 24" x 36" With Grid	\$175.00
White 24" x 36" With Grid	\$175.00
Sidewall Header Bar	\$125.00
White 24" x 36" With Grid	\$175.00
Sidewall Header Bar	\$125.00
White 24" x 36" With Grid	\$175.00

Additional Options

14 Gauge Framing	-
29 Gauge Roof & Siding	-
Standard Screws	-
Supplemental Concreted Braces (Quantity 4)	\$420.00
High Wind Package	\$1,050.00
**High wind Package includes additional anchors, fasteners, bracing and 4'OC frame spacing.	
High wind package Does Not include wind rated Roll Up Doors, entry doors or windows. It is an additional cost for these items and will need to be added seperately.	-

Additions and Adjustments

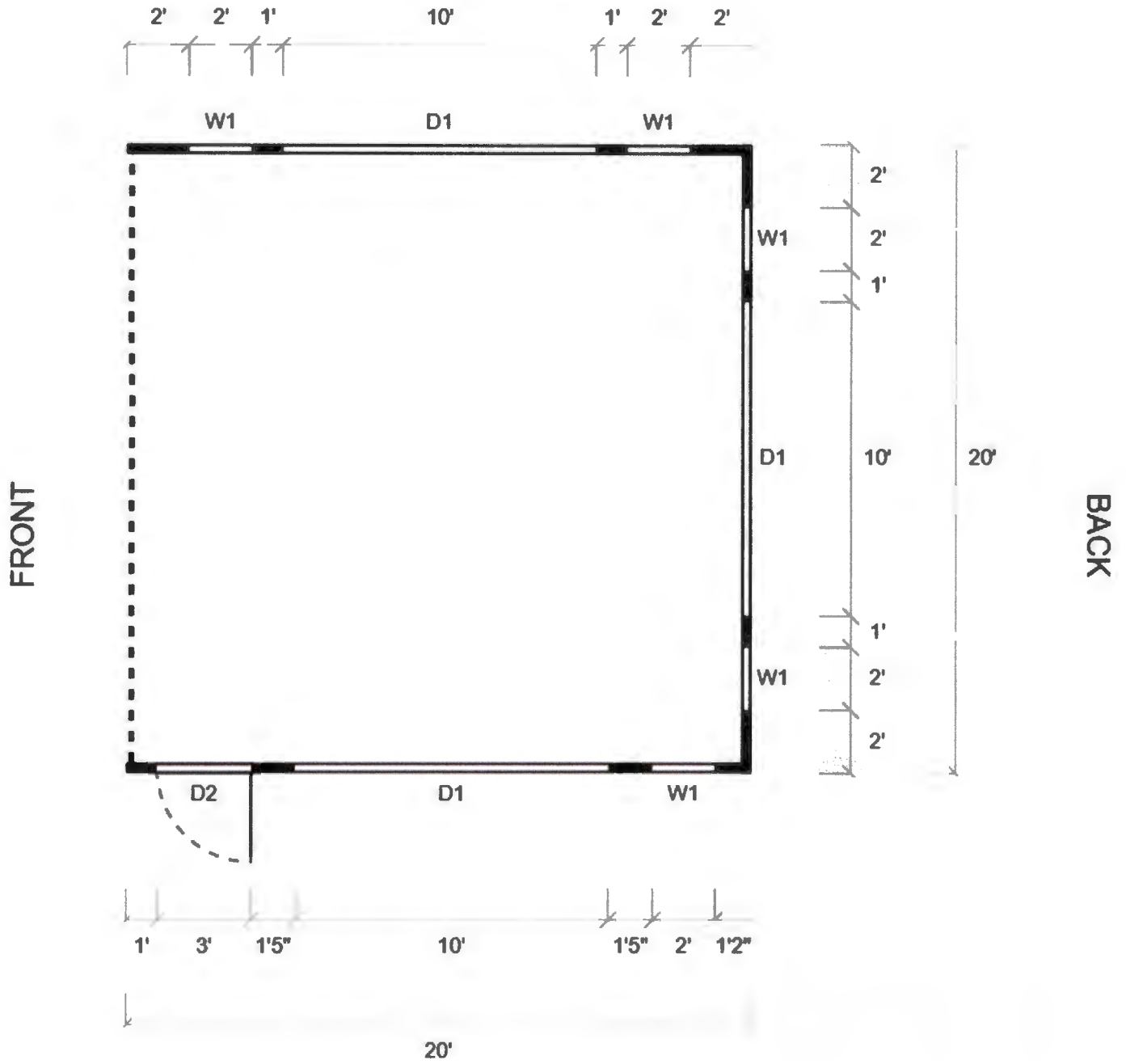
* Light bleed is typical of standard installations along interior corners of fully enclosed builds. Foam closures are recommended to mitigate light bleed.

Pricing Table (For Internal Use): - Default Region

**FLOOR
R
PLAN**



LEFT SIDE



RIGHT SIDE

SYMBOL LEGEND			
D1	10' x 9' Rollup Door	W1	White 24" x 36" With Grid
D2	36" x 80" Poly Walk-In Door		Closed Wall
	Open Wall		

#1772747494792313-1

TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2026-07

A RESOLUTION AUTHORIZING A BUSINESS IMPROVEMENT GRANT (BIG GRANT) TO KINGDOM WINGS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation duly held on March 25, 2026, a general discussion was held concerning the application of a Business Improvement Grant (BIG Grant) to Kingdom Wings for an amount not to exceed \$5,300.00; and

WHEREAS, staff received a completed application for the BIG Grant from Kingdom Wings, located at 2828 Texas Avenue, Texas City, TX 77590. The applicant is requesting assistance for exterior renovations; and

WHEREAS, staff is proposing an allocation of funds not to exceed \$5,300.00. Funds from the Texas City Economic Development Corporation, Fund 801, are available in the City of Texas City's FY2025-26 annual budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1: The Texas City Economic Development Corporation hereby approves a Business Improvement Grant (BIG Grant) to Kingdom Wings, located at 2828 Texas Avenue, Texas City, TX 77590, for a maximum allocation not to exceed \$5,300.00.

SECTION 2: The Chairman of Texas City Economic Development Corporation or designee is hereby authorized to execute the documents necessary for said grant on behalf of the Texas City Economic Development Corporation.

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

PASSED AND ADOPTED this 25th day of March 2026.

CHAIRMAN/VICE-CHAIRMAN
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY/ALTERNATE
Texas City Economic Development Corporation

TCEDC Agenda

6. h.

Meeting Date: 03/25/2026

Approve Business Improvement Grant (BIG Grant) in an amount of \$10,561.88.

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

Approve Business Improvement Grant (BIG Grant) in an amount of \$10,561.88.

BACKGROUND

In October 2023, the Texas City Economic Development Corporation established the Business Improvement Grant (BIG Grant) to assist local businesses with a range of improvements. Staff has received a completed application from Taqueria Los Sanchez for property located at 2716 Palmer Highway. The applicant is requesting assistance for exterior paint and remodeling (\$12,000), trees and landscaping (\$3,000), signage (\$1,623.75), and security cameras (\$4,500), per the attached estimates.

The total cost of the proposed exterior renovations is \$21,123.75. A 50% match for this project would be \$10,561.88.

Funds are available in the City of Texas City's FY2025-26 annual budget from the Texas City Economic Development Corporation, Fund 801.

ANALYSIS

Approve Business Improvement Grant (BIG Grant) for exterior repairs for Taqueria Los Sanchez in the amount of \$10,561.88.

ALTERNATIVES CONSIDERED

Attachments

BIG Grant - Taqueria Los Sanchez
Resolution

Texas City Economic Development Corporation

Business Incentive Grant Program

The TCEDC Business Incentive Grant Program aims to provide existing businesses within the City of Texas City with up to \$15,000 in grant assistance for exterior improvements. Eligible businesses must provide proof of operation of at least one (1) year, as well as demonstrate the need for assistance and meet eligibility requirements listed below.

Business Name and Submittal Date:

Taqueria Los Sanchez
Business Address: 2716 Palmer Hwy Texas City, TX 77590
Business Contact: Marina Sanchez - 832-835-7704
Number of full-time or part-time employees: 5
Annual operating budget: _____

Eligibility requirements:

Is your property located within the City limits of Texas City? Yes No

Is your property in a non-residential zone? Yes No

Have all owed property taxes been paid for this property? Yes No

Is the property subject to any liens held by the City? Yes No

Can you provide sufficient proof of ownership of the property? Yes No

Is the property in violation of any provisions of the Texas City Code of Ordinances?

Yes No

Have you received a grant for this property within the last 12 months? Yes No

If awarded, can you provide a current W-9 for the business? Yes No

Application continues on Page 2.

Program parameters: Applicants shall identify exterior improvements needed at their facility, and provide vendor estimates for the work/materials. Please note: as the City of Texas City is a tax-exempt entity, reimbursements will not include any tax already paid to vendors.

The following is not an exhaustive list, but examples improvement options for the BIG Grant:

Landscaping ✓	Code Compliance (City/IBC/Energy)
Tree Removal ✓	Fire Suppression Systems
Fencing	Exterior/Façade Materials (stone/wood)
Parking/Driveway reconstruction/resurfacing	Exterior Lighting ✓
Demolition	Pavers/sidewalk improvements ✓

Paint

Signage

Please provide a brief description of your business, services provided, etc.:

* Please See attached document *

Please describe the project/effort or expansion to be supported by this grant:

* Please See attached document *

Please provide a summary of the costs/expenses associated with this event:

* Please See attached document *

Amount approved per TCEDC: _____

*The TCEDC reserves the right to limit grant assistance depending on need and available funds. The TCEDC may choose to issue full grants or matching grants. Application for grant assistance does not guarantee that funds will be issued.

**Recipient businesses cannot be publicly affiliated with any political party.

Attachment 1

Business Name: Taqueria Los Sanchez

Brief Description: Taqueria Los Sanchez is a community focused taqueria dedicated to creating authentic, high quality Mexican cuisine in a warm and welcoming environment. We honor traditional flavors while embracing local ingredients to create crave worthy dishes that celebrate the community and culture of our city.

Project and expansion to be supported by this grant: This grant will allow us to give our building a “facelift” that will match our business energy. The colors and design we are planning for will serve as a positive asset to our community. This grant will allow us to have a full functional and safe building to create new jobs in our community.

Summary of costs/expenses associated with this project: Our business has obtained several estimates which are attached to this application. The estimates include landscaping, tree removal, exterior paint, exterior wood/stone, exterior lighting/signage.

ESTIMATE



Rema Painting And Remodeling

10253 Field Stone Dr
Houston Texas 77041
og261991@gmail.com
8329094914

Rafael Sanches

Palmer Hwy, Texas City, TX
77590, EE. UU.
(832) 883-0647

Estimate #: 105

Date: 2/3/26

Item

Preassure wash

Preassure Wash properly entire
Exterior building

Preparation

Re caulking áreas Damage properly
Re caulking All áreas needed exterior building
Cover doors/ Windows

Repairs

Repairs some áreas Damage On faced and trim
Repairs stucco areas Damages

Primer

Aplication 1 coat of primer entire building
Special primers for exteriors

Final Paint

Application 2 coats of final Paint grade
3 diferents Colors
Especial acrílic látex exterior Paint

Subtotal	\$12,000.00
Tax	\$0.00
Amount Due	\$12,000.00

Notes:

Labor and materials include

Free touch up after 30 days
2 years warranty

By signing this document the customer agrees to the service and conditions outlined in this document.

Rafael Sanches



Luigi's Tree Service Luis E. Palafox 832-340-8837 palafox@tutamail.com

ESTIMATE

PROVIDER

Luigi's Tree Service Luis E. Palafox Phone: 832-340-8837 Email: palafox@tutamail.com

CLIENT

Rafael Sanchez Taqueria Sanchez Rsanchez6772@yahoo.com

SCOPE OF WORK

PHASE 1: TREE REMOVAL & SITE PREP

- **Debris Removal:** Complete clearing of all trash and designated debris.
- **Tree Removal:** Cutting down trees all the way to the bottom.
- **Stump Grinding:** Grinding of stumps located on the rear back of the property.
- **Cleanup:** All organic waste from removal to be hauled away. **PHASE 1 TOTAL: \$1,000.00**

PHASE 2: LANDSCAPE INSTALLATION

- **Dirt Work:** Delivery and installation of **2 yards of dirt** for property leveling.
 - **Rock Work:** Delivery and installation of **3 to 4 yards of River Rock**.
 - **Planting:** Selection and installation of **\$600 worth of plants and bushes**.
 - **Labor:** Includes all prep work, planting labor, and final site dressing. **PHASE 2 TOTAL (Including Materials): \$2,000.00**
-

TOTAL PROJECT COST: \$3,000.00

TexaSigns Agency
8329003568
11391 MEADOWGLEN LN
Suite L
HOUSTON, TX 77082
United States

Prepared For Estimate Date Estimate Number
Los Sanchez Taqueria 02/06/2026 1584

Description	Rate	Qty	Line Total
Los Sanchez Taqueria	\$1,500.00 +TAXES	1	\$1,500.00
	Subtotal		1,500.00
	TAXES (8.25%)		123.75
	Estimate Total (USD)		\$1,623.75

Terms

Terms

Texasigns Contract

1. Payment Terms:

All payments should be made in US Dollars.
Checks should be printed in the name of Texasigns Agency
Payments can be made via Zelle to orders@texasigns.com
For online payments, an additional fee of 2.8% will be added to the final payment.

2. Power Line Responsibility:

The customer is responsible for ensuring a power line is available for the sign.
TexaSigns will demonstrate the sign's functionality using our power supply during installation if a power line is not provided.
Customers must contact their own Master Electrician or the property-assigned electrician to run a power line if one does not already exist.

3. Production Requirements:

Production will not begin until receipt of down payment, signed contract, and written approval of artwork.

4. Proposal Specific Conditions:

Electrical Connectivity:



02/05/2026
Outdoor Camera Quote

Tel-Com

P.O. Box 230664
Houston, TX 77012
(409) 457-2300
telcomhouston@gmail.com

Bill To:

Taqueria Los Sanchez
2716 Palmer Hwy.
Texas City, TX 77590

Item	Description	Cost
Service/ Materials	(1) 8 Channel NVR (1) 8TB Memory (5) 4K IP Outdoor Cameras (5) Junction Boxes (5) Cat6 Cable Runs 32" T.V. Monitor & Wall Bracket for Viewing	
Labor	Labor, Installation, Programming & Training Included (programming on mobile devices as well) One Year Warranty for Parts & Labor Quote is valid for 30 Days	
Trip Charge	Trip Charge	Waived
Note	Deposit = 50% Due before start of project Remaining 50% Due upon completion	
		Total \$4,500



TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION

RESOLUTION NO. 2026-08

A RESOLUTION AUTHORIZING A BUSINESS IMPROVEMENT GRANT (BIG GRANT) TO TAQUERIA LOS SANCHEZ; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, at a meeting of the Board of Directors of the Texas City Economic Development Corporation duly held on March 25, 2026, a general discussion was held concerning the application of a Business Improvement Grant (BIG Grant) to Taqueria Los Sanchez for an amount not to exceed \$10,600.00; and

WHEREAS, staff received a completed application for the BIG Grant from Taqueria Los Sanchez, located at 2716 Palmer Highway, Texas City, TX 77590. The applicant is requesting assistance for exterior renovations; and

WHEREAS, staff is proposing an allocation of funds not to exceed \$10,600.00. Funds from the Texas City Economic Development Corporation, Fund 801, are available in the City of Texas City's FY2025-26 annual budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TEXAS CITY ECONOMIC DEVELOPMENT CORPORATION THAT:

SECTION 1: The Texas City Economic Development Corporation hereby approves a Business Improvement Grant (BIG Grant) to Taqueria Los Sanchez, located at 2716 Palmer Highway, Texas City, TX 77590, for a maximum allocation not to exceed \$10,600.00.

SECTION 2: The Chairman of Texas City Economic Development Corporation or designee is hereby authorized to execute the documents necessary for said grant on behalf of the Texas City Economic Development Corporation.

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

PASSED AND ADOPTED this 25th day of March 2026.

CHAIRMAN/VICE-CHAIRMAN
Texas City Economic Development Corporation

ATTEST:

BOARD SECRETARY/ALTERNATE
Texas City Economic Development Corporation

TCEDC Agenda

6. i.

Meeting Date: 03/25/2026

Appropriate funds for Amendment No. 1 to the agreement with ARKK Engineers, LLC for the Central Park Blvd Project

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

Appropriate funds for Amendment No. 1 to the agreement with ARKK Engineers, LLC for the Central Park Blvd Project, in the amount of \$64,125.00 to add the survey, engineering, design and contract administration for the addition of a traffic signal at the intersection of FM 2004 and Central Park Blvd to the scope of work.

BACKGROUND

On November 5, 2025, the City Commission of Texas City approved an agreement for professional services with ARKK Engineers, LLC, for the engineering design and construction contract administration phase of the Central Park Boulevard Extension Project.

On March 4, 2026, the Commission approved Amendment No. 1 to add the survey, engineering, design and contract administration for the addition of a traffic signal at the intersection of FM 2004 and Central Park Blvd. The engineering for the Central Blvd Extension included a traffic corridor study for mobility planning and a traffic warrant study to determine whether a traffic signal was warranted at FM 2004/Central Park Blvd.

The study utilized existing traffic volumes, and also projected the anticipated traffic volumes through 2045 for the traffic signal warrant study. The studies showed a new traffic signal will be warranted at the intersection of FM 2004 and Central Park Blvd when the extension is completed and the intersection opened to traffic. In addition to the traffic signal, additional curb ramps and crosswalks will be added to provide pedestrian crossings across FM 2004.

ARKK Engineers will utilize the services of TDAI (Traffic Data & Associates, Inc.), a traffic engineering consulting firm, to aid with the traffic signal design. The traffic signal project will be packaged and bid with the roadway construction project. To complete this effort, the Planning and Engineering Department is requesting the Texas City Economic Development Corporation approve an allocation in the amount of \$64,125 to cover the costs. Funds are available in the FY26 TCEDC budget, Fund 801.

ANALYSIS

Staff recommends approval of an appropriation of \$64,125.00 to fund Amendment No. 1 to the existing agreement with ARKK Engineers for professional services for the Central Park Boulevard Extension Project to add the survey, engineering, design and contract administration services for the addition of a new traffic signal at the intersection of FM 2004 and Central Park Blvd to the project.

ALTERNATIVES CONSIDERED

Attachments

Central Park Blvd - Initial agreement

Amendment 1 - Project detail

THE STATE OF TEXAS

COUNTY OF GALVESTON

AGREEMENT FOR SERVICES

This Agreement entered into as of the ___ day of _____, A.D., 20___, by and between ARKK Engineers, LLC. ("Consultant"), and the City of Texas City, Texas, ("Client").

WITNESSETH:

WHEREAS, the Client has requested various services of the Consultant with respect to Engineering and Construction Phase Services for the City of Texas City's "**Central Park Boulevard Project - Phase 1 & Phase 2**" ("Project").

NOW, THEREFORE, *Client* and *Consultant* hereby agree as follows:

1. Engagement of Consultant - *Consultant* hereby agrees to perform the services required under the scope of work related to the *Project*, and to provide *Client* with copies of the information, opinions, and other such documents made the basis of the scope of services, which is set out in Attachment "A" and made a part of this contract. *Consultant* agrees to initiate the following services that are set out in Attachment "A" upon receipt of an executed copy of this Agreement.
2. Availability of Information - *Client* agrees to provide *Consultant* with all available information pertinent to the *Project*. *Client* will also provide copies of reports, drawings, and other data, and will, at *Consultant's* request, provide written authorization to review *Client's* files relative to the *Project* which may be in possession of third parties. *Consultant* agrees to return all original

documents to *Client* upon completion of the *Project*, but reserves the right to make and keep reproducible copies of all such material.

3. Access to Facilities - *Client* will provide access for the *Consultant* to enter the property and facilities of *Client*, as necessary for *Consultant* to perform services as required under the *Project*.
4. Instruments of Service - All documents prepared in accordance with this contract including exhibits, field notes, laboratory data, original drawings, and specifications are the property of the *Client*. The *Consultant* is given the right to use any of this data in connection with future engineering projects. The *Consultant* may retain copies of reproducible of any information prepared for this *Project*.
5. Fee - The *Consultant's* fee for the scope of services as stated in Attachment "A" provided by *Consultant* under this Agreement as set out in Attachment "A" and being the amount of: **\$410,750.00** for Design Phase Services.
6. Payment and Fee Schedule - The *Consultant* will submit a monthly invoice for services rendered.
7. Terms of Payment - Payment of fees as determined under Paragraph 5 herein above shall be due and payable by *Client* within thirty (30) days following receipt of *Consultant's* monthly invoice.
8. Additional Services - Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%.
9. Insurance - *Consultant* shall maintain Worker's Compensation and Liability Insurance in accordance with Attachment "B".
10. Termination - The *Client* may terminate this contract at any time by giving notice in writing to the *Consultant*. In that case, all finished or unfinished documents and other materials produced

under this contract shall become the *Client's* property. If the contract is terminated by the *Client* in accordance with this provision, *Consultant* shall be paid for all services performed to the date of termination.

11. Governing Law - This Agreement shall be deemed to have been made under, and shall be construed and interpreted in accordance with the laws of the State of Texas. The venue of any suit for enforcement or construction of this contract shall be in Galveston County, Texas.

12. Indemnification - For consideration received, the undersigned agrees to indemnify, save, defend and hold harmless the City of Texas City, Texas, its employees, officials, and agents from any and all claims, actions, damages, lawsuits, proceedings, judgments, or liabilities, for personal injury, death or property damage resulting from the negligent acts or omissions of the undersigned or negligent acts or omissions of others under the undersigned's supervision or control arising out of the performance of this agreement.

13. Home Rule Municipality

The City is a municipality incorporated under the laws of the State of Texas, and all laws regulating and concerning Texas municipalities apply, including budgetary laws, The City Charter and The City Code. Consultant acknowledges that the City may only act through its City Commission or a duly authorized representative of City Commission, and that any act of an employee or officer of the City that is not duly authorized is void.

ENTERED INTO AND AGREED by the parties hereto as the day and year first written.

ARKK ENGINEERS, LLC.
Consultant

BY: Madhu Kilambi
MADHU KILAMBI, P.E.
Senior Project Manager / Principal

CITY OF TEXAS CITY, TEXAS
Client

BY: _____
MAYOR OF THE CITY OF TEXAS CITY

ATTEST: _____
Director of Finance



ATTACHMENT "A"

September 8, 2025

Mrs. Kim Golden, P.E.
Engineering & Planning
City Engineer, Director
City of Texas City
7800 Emmett F. Lowry Expy
Texas City, TX 77591

Re: Proposal for Engineering Design Phase Services for City of Texas City's "**Central Park Boulevard Project - Phase 1 & Phase 2**"

Dear Mrs. Golden:

As requested, ARKK Engineers, LLC (ARKK) is pleased to submit this proposal for performing engineering design phase services for the above referenced project. This proposal is based on our understanding of the project as discussed in our previous meetings and conversations. For your convenience, this proposal consists of General Overview, Scope of Services, and Fee.

GENERAL OVERVIEW

This project involves providing engineering design services for the construction of a roadway extension in the City of Texas City that will connect FM 2004 to Century Boulevard, totaling approximately 3,500 linear feet of new roadway. The roadway design is proposed to be a four-lane boulevard with concrete pavement, grass medians, curbs, and underground storm sewers. In addition to the roadway, the project includes new offsite outfall ditches and storm sewer totaling a length of approximately 2,200 linear feet. The estimated construction cost of the roadway construction and drainage items is \$6.4 million (includes a 5% construction cost contingency).

The original plan of the City was to design and construct Central Park Boulevard improvements in two phases as described below.

- **Phase 1** improvements included the design of half the boulevard section (2-lanes) and associated drainage. Estimated Construction cost of \$5.4 million (Includes 5% construction contingency)

- **Phase 2** improvements to include the design of the 2nd Central Park Boulevard lanes (additional 2-lanes – total 4-lanes) and constructed a later date. Estimated Construction cost of \$1.0 million (Includes 5% construction contingency)

The design of the Phase 1 improvements was completed by ARKK in 2021, and the project was not constructed. It is City's desire that the improvements to Central Park Boulevard be constructed at one time i.e., Phase 1 and Phase 2 construction to occur as part of a single construction package.

This proposal addresses the engineering design related to Phase 2 improvements(second half of the boulevard) and a re-evaluation of the Phase 1 design that will also include coordination with all utilities (gas, electric) and petrochemical pipelines; coordination and permitting approvals from Galveston County Drainage District No. 2, TxDOT (FM 2004 tie-in) and other adjustments needed to finalize the design. Limited topographic survey of the sections where improvements have occurred (drainage ditch and Central Park/Century Blvd. intersection) since the original survey was performed in 2019 will be obtained as part of this project. Geotechnical data obtained for Phase 1 design will be utilized for Phase 2 design. This proposal does not include performing any Environmental Assessment studies for the project.

This proposal is separated into Basic Services (expected normal engineering design services) and Special Services (Surveying, Geotechnical, etc.). The following section details the scope of engineering services proposed for this Project.

SCOPE OF SERVICES

I. DESIGN PHASE SERVICES

A. Basic Services - Design Phase

- Research and gather existing relevant data on the project such as existing utility information, pipeline crossings, as available.
- Coordinate with private utility companies, and other entities that may be involved to obtain information on their existing facilities and requirements that may impact this project. Coordinate with utility companies on potential conflicts with the proposed improvements.

- Coordinate with the surveying firm and authorize the topographic survey for the project.
- Plot survey data of the proposed roadway alignment.
- Provide design for the roadway paving, on-site drainage, and offsite drainage ditches.
- Coordinate with other governmental entities which may be impacted by the project.
- Coordinate with Texas Department of Transportation (TxDOT) for proposed tie-in at FM 2004.
- Coordinate with Galveston County Drainage District No. 2 for proposed tie-in at FM 2004.
- Prepare project specifications and construction drawings based on anticipated improvements.
- Coordinate with the City of Texas City during the design phase. Provide two (2) draft sets of plans and specifications for review and comments.
- Incorporate appropriate comments from pertinent entities into the final design documents.
- Prepare a final cost estimate for the project.

B. Special Services - Design Phase

1. **Storm Water Pollution Prevention Plan**
 - Prepare a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Texas National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge from construction.
2. **Surveying Services**
 - Conduct topographic survey of the offsite ditch (950 LF) and Century Blvd/Central Park intersection (300 LF).
3. **Reproduction**

- Costs for reproduction will be charged under special services for reproduction of plans, specifications and reports.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

II. BID PHASE SERVICES

- Assist the City in obtaining bids for the project. The City will advertise the project and will absorb all related advertising costs. ARKK will assist the City in developing the wording of the advertisement.
- Dispense construction documents via the Civcast online plan room (by Amtek USA) to prospective bidders.
- During the bidding phase, provide information to and answer questions from prospective bidders regarding the Project's construction documents.
- Prepare agenda for the pre-bid meeting.
- Conduct a pre-bid conference for prospective bidders.
- Prepare project addendums as necessary.
- Evaluate the bids and the qualifications of the apparent low bidder and advise the City as to the acceptability of the apparent low bidder.
- Prepare an letter of recommendation for City Commission award of the construction contract.

III. CONSTRUCTION PHASE SERVICES

A. Basic Services - Construction Administration Services:

- Prepare contract documents for execution by the successful bidder.
- Review data included in the executed contract documents provided by the Contractor and submit to City.
- Prepare an agenda for the pre-construction conference.
- Conduct a pre-construction conference for the project.

- Act as the City's Project representative during the construction phase.
- Review and respond accordingly to all submittals as required by the contract specifications.
- Prepare change orders as necessitated by field conditions.
- Review the contractor's pay estimates, evaluate the completion of work and make payment recommendations to the City.
- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. Part time site representation is not included in this scope.
- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). ARKK's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site visits and on the basis of on-site observations ARKK shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.
- Conduct a final inspection of the Project and make a recommendation for Final Payment on the project.
- Require and monitor Contractor in maintaining a set of record plans. Engineer shall provide one set of reproducible record plans.

B. Special Services – Construction Phase

1. Construction Observation Services:

- Provide one construction observer (site representative) to observe the daily progress of construction activities and to assist in the interpretation of plans and specifications. This proposal is based on the Construction Inspector being on-site

an average of 40 hours per week during the duration of active construction (10 months). ARKK personnel will coordinate with the City and the Construction Contractor regarding the construction activities.

- Provide engineering and technical office personnel support throughout construction. These office personnel, consisting of Professional Engineers and design staff, provide on-site support to address contractor's questions, resident's concerns and conflicts uncovered in the field.
- In the event of rain days where construction may be hindered or stopped, the representative will be on-site long enough to verify that inclement weather has occurred and the associated impact on the contractor and construction.
- The site representative shall maintain daily reports in a format satisfactory to the City of Texas City.
- The site representative will attend meetings with the Contractor and the City of Texas City such as pre-construction conference, progress meetings, and other project related meetings where his presence is requested by the City of Texas City.
- The site representative will take periodic photographs of the construction progress and of key items of concern.
- The on-site representative will estimate quantities installed for use in reviewing monthly pay estimates.
- The on-site representative will aid in the coordination of activities of the testing laboratory.
- The on-site representative will coordinate with the City of Texas City and the Contractor for construction scheduling, resident notification and complaints.
- The on-site representative will assist in the performance of a final inspection, the preparation of a punch list and subsequent follow up inspections.
- The on-site representative will be provided in an effort to aid in the process of observing performance of work of the Contractor(s). Through more extensive on-site observations of the work in progress, ARKK shall endeavor to provide further protection for the City of Texas City against defects and deficiencies in the work of the contractor(s); but the furnishing of such on-site representative will not make ARKK responsible for construction means, methods, techniques, sequences

or procedures or safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents.

- The on-site representative will assemble and maintain notes, comments, sketches, and supporting data related to the project to assist in the preparation of record drawings.
- The on-site representative will review the Contractor's quantity measurements, the Contractor's payment request and make recommendations of payment of the periodic pay request to ARKK's project manager.
- ARKK will process daily reports and other administrative office duties.
- ARKK will track and document costs associated with the work.

FEE

The fee for the services is outlined below

Design Phase Services for Phase 1: lump sum amount of	\$24,750.00
Design Phase Services for Phase 2: lump sum amount of	\$49,750.00
Surveying : Subcontractor's Cost plus 10%	\$7,500.00
Storm Water Pollution Prevention Plan: lump sum amount of	\$1,500.00
Reproduction: Subcontractor's Cost plus 10%	\$1,000.00
Bid Phase Services: lump sum amount of	\$3,750.00
Construction Administration Services: lump sum amount of:	\$ 112,750.00
Construction Observation Services: Cost plus 10%:	\$ 199,750.00
*Miscellaneous Services: Hourly and Cost Plus 10%	<u>\$ 10,000.00</u>
Total Design & Construction Phase Fee:	\$410,750.00

*A budget for miscellaneous services is included. This item will only be utilized upon authorization from the City.

The anticipated construction contract duration for the project is estimated to be 300 calendar days. The construction observation budget is based on providing a project site representative an average of 40 hours/week for 300 calendar days. The fee includes hourly costs for a project site representative, and vehicle charge of \$40/day. Hourly charges for on-site field representative shall be charged based on a raw labor rate times a multiplier of 2.70. Reimbursable expenses will be charged at cost plus 10%.

ARKK Engineers LLC appreciates the opportunity to submit this proposal and we look forward to working with the City of Texas City on this very important project.

Sincerely,
ARKK ENGINEERS, LLC.



Madhu Kilambi, P.E.
Senior Project Manager / Principal

Cc: Mr. Jack Haralson – City of Texas City

ATTACHMENT "B"
INSURANCE LIMITS

1.	General Liability	Each Occurrence:	\$1,000,000
		Damage to Rented Premises	\$1,000,000
		Medical Expenses (any one person)	\$10,000
		Personal and Adv. Injury	\$1,000,000
		General Aggregate:	\$2,000,000
		Products - Comp/Op Agg:	\$2,000,000
2.	Automobile Liability	Combined Single Limit:	\$1,000,000
3.	Excess Liability Umbrella Form	Each Occurrence:	\$1,000,000
		Aggregate:	\$1,000,000
4.	Worker's Compensation and Employers Liability	Each Accident:	\$500,000
		Disease - Each Employee:	\$500,000
		Disease - Policy Limit:	\$500,000
5.	Professional Liability	Each Claim	\$1,000,000
		Policy Year Aggregate	\$1,000,000



February 4, 2025

Mrs. Kim Golden, P.E.
Engineering & Planning
City Engineer, Director
City of Texas City
7800 Emmett F. Lowry Expy
Texas City, TX 77591

Re: Contract Amendment No. 1 to the Engineering Design Phase Services for City of Texas City's "**Central Park Boulevard Project - Phase 1 & Phase 2**"

Dear Mrs. Golden:

ARKK Engineers, LLC (ARKK) is pleased to submit this Contract Amendment No. 1 to the engineering design and construction phase services proposal for City of Texas City's "Central Park Boulevard Project - Phase 1 & Phase 2" dated September 8, 2025, and approved by the City on November 5, 2025. This proposal is based on our understanding of the project as discussed in our previous meetings and conversations. For your convenience, this proposal consists of General Overview, Scope of Services, and Fee.

GENERAL OVERVIEW

This contract amendment no. 1 includes providing engineering services for the design of a new traffic signal system at the intersection of FM 2004 and Central Park Blvd. Currently, ARKK Engineers (ARKK) is designing Central Park Blvd. roadway extension in the City of Texas City that will connect FM 2004 to Century Boulevard. The Central Park Blvd roadway extension of roadway design is proposed to be a four-lane boulevard with concrete pavement, grass medians, curbs, and underground storm sewers.

A traffic corridor study for mobility planning and a traffic warrant study to determine if a traffic signal was warranted at FM 2004/Central Park Blvd was conducted by Traff Data & Associates. Inc. (TDAI). TDAI utilized existing traffic volumes and also projected the anticipated traffic volumes in the area for the warrant study. Based on the results of the warrant study performed by TDAI, it was recommended that a new traffic signal be installed at FM 2004/Central Park Blvd intersection (to be constructed) to improve mobility. In addition to the traffic signal upgrades, additional curb ramps and crosswalks will be added to provide pedestrian crossings across FM 2004.

ARKK will utilize the services of TDAI (traffic signal sub-consultant) to aid with the traffic signal design. A detailed summary of the scope of work and fee is presented in TDAI's proposal, which is included as an attachment to this letter.

This proposal also includes a budget for obtaining additional survey data to aid with the traffic signal design and to implement the traffic corridor study recommendations is also included in this proposal (attached).

This traffic signal project will be packaged and bid with the roadway construction project and therefore bid and construction inspection services are not included in this proposal.

FEE

The fee for the services is outlined below.

ARKK's design support: lump sum amount of	\$9,950.00
Traffic Signal Design (TDAI): lump sum amount of	\$34,100.00
Additional Topographic Survey: Cost plus 10%	\$10,725.00
Construction Administration Services (TDAI): lump sum amount of	<u>\$9,350.00</u>
TOTAL FEE :	\$64,125.00

ARKK Engineers, LLC will submit monthly progress invoices for all engineering work completed to invoice date. The invoices would be based on the percentage of the work completed during the invoice period.

ARKK Engineers LLC appreciates the opportunity to submit this proposal and we look forward to continuing working with the City of Texas City on this very important project.

Sincerely,

ARKK ENGINEERS, LLC.



Madhu Kilambi, P.E.

Senior Project Manager / Principal

Cc: Mr. Jack Haralson – City of Texas City

TDAI *Traff Data & Associates. Inc.*

a
Traffic Engineering Advocacy Group

(713) 446-8167

January 27, 2026.

Mr. Madhu Kilambi, P.E.
ARKK Engineers
7322 Southwest Freeway, Suite 1040
Houston, Texas, 77074

Re: Traffic signal at FM 2004 at Central Park Boulevard in Texas City, Texas.

Dear Mr. Kilambi:

Traff Data & Associates appreciates the opportunity to submit a proposal to design a full traffic signal at the intersection of FM 2004 at Central Park Boulevard in Texas City, Texas.

Scope of Services:

- Coordination with client, the city of Texas City and TxDOT Houston District.
- TDAI will complete and submit a completed traffic signal warrant analysis to TxDOT Houston District for approval at the intersection of FM 2004 at Central Park Boulevard.
- TDAI will provide a detailed design of the traffic signal at the intersection of FM 2004 at Central Park Boulevard in accordance to TxDOT Houston District design standards.

9894 Bissonnet, Suite 640, Houston, Texas 77036
P.O.BOX 963 . Sugar Land, Texas 77487

- TDAI will provide quantities of items needed for the installation of the Traffic Signal.
- TDAI will provide the pavement markings and signages in accordance to TxDOT MUTCD.

Note: The construction plans will contain the following:

- General notes
- Existing Conditions
- Communication layout for signal at Katy Hockley Cutoff and Katy Park Market Drive.
- Utility Location & Conflict identification (By surveyor)
- Signal Details, Standards, estimate and technical specifications.
- Coordination with Texas New Mexico Power for power delivery.

Additional services upon receipt of design approval from TxDOT.

- Attend pre-bid meeting for installation of traffic signal
- Construction administration services which include pre-construction meetings, review of submittals for payments, project coordination meetings and walkthroughs.
- Signal plan timings report and timing sheet.

Items needed: CAD File of the site plan.

Utility Survey of intersection

Topographical survey showing underground utilities

TDAI *Traff Data & Associates. Inc.*

a
Traffic Engineering Advocacy Group

(713) 446-8167

Schedule:

The time required for completion of the signal design plans is 90 calendar days. TDAI will aggressively pursue this schedule by applying the necessary resources in order to achieve this goal. However, it is imperative that all individuals involved in supplying key information be committed to this project to the extent that undue delays in response are avoided. TDAI will make every effort to fully coordinate with the agencies in a timely fashion.

Compensation:

The total lump sum cost for the design services is set at \$31,000.00.

The total lump sum for additional services after approval of the signal plan set by TxDOT is set at \$8500.00

This fee includes all direct and indirect costs associated with the performance of the work as identified in the scope. 50% of the fees (\$15,500.00) will be paid upon submitting the design plans to TxDOT for review and the remaining balance (\$15,000.00) will be billed upon approval from TxDOT Houston District. Fees for the additional services will be paid after walkthroughs. Invoices will be submitted upon completion of the design and payment received within 21 days.

TDAI *Traff Data & Associates. Inc.*

a
Traffic Engineering Advocacy Group

(713) 446-8167

Thank you for considering Traff Data and Associates, Inc. for this project and as always, I can assure you of our personal service and timely response. We look forward to being of continued service to ARKK Engineers. In the event of questions or if clarification is required, please advise.

Respectfully Submitted

Traff Data and Associates, Inc.


I. Samson Ukaegbu, P.E.
Principal

Agreed and accepted for ARKK Engineers

Signature

Date

Print name

9894 Bissonnet, Suite 640, Houston, Texas 77036
P.O.BOX 963 . Sugar Land, Texas 77487



LLC, PROFESSIONAL LAND SURVEYORS

ARKK Engineers
7322 Southwest Freeway Suite 1040
Houston, Texas 77074

Date: Jan. 9, 2026
Re: City of Texas City Central Blvd. Expansion Project

Introduction

Thank you for the opportunity to provide this proposal for surveying services for the above referenced project. Based on your email and supplied maps we have identified a scope of work and a lump sum fee for your project.

Project Overview

Prepare topographic route survey along FM 2004 from Central Park Blvd. south for 784 and along Central Park Blvd west from FM 2024 465 feet for use by ARKK Engineering for the civil design of Central Park Blvd. Expansion

Scope of Work

- The survey will extend per area as described above. Survey to include cross-section at a minimum of 100' intervals. Shots of sanitary manholes, water valves, and other utilities will be included in the survey. Sanitary and storm sewer invert elevations will be obtained. Existing culvert invert elevation and sized will be acquired. Visible surface features will be included in survey.
- Survey will be prepared in accordance with ARKK Engineering survey requirements with the exception that Ellis Surveying Services makes no warranty that all the underground utilities within the project area have been depicted on the survey. Ellis Surveying Services will notify Texas One-Call of the survey date and request that all underground utilities be marked, all marked utility locations will be shown on the survey, but the locations should be considered as approximate.
- Survey will be tied to State Plane Coordinates (NAD83) Texas South Central Zone Elevation data to be tied to NAVD88 Geoid18..
- Ellis Surveying Services will supply autocad file and point files in ACAD 2018 format and will supply completed and signed "Control Map" of project.

Fees, Budget & Schedule

Project Sub-Area No.	Street	Length of Survey	Survey Cost per Linear Foot	Cost per Street
1	FM 2004	784	\$8.80	\$6,899.20
1	Central Park Blvd. (west)	465	\$5.50	\$2,557.50
2	Control Map	2	\$140.00	\$280.00
	TOTAL			\$9,736.70

Sincerely,
Ellis Surveying Services, LLC

Robert Ellis, RPLS

TCEDC Agenda

6. j.

Meeting Date: 03/25/2026

Appropriate funds assist and expedition of installation of two traffic signal projects at 6th Street and 9th Avenue, and at 9th Street North and Loop 197.

Submitted For: Kristin Edwards, Economic Development

Submitted By: Kristin Edwards, Economic Development

Department: Economic Development

ACTION REQUEST (Brief Summary)

Appropriate funds to assist and expedite the installation of two traffic signal projects at 6th Street and 9th Avenue, and at 9th Street North and Loop 197.

BACKGROUND

In January 2026, the City of Texas City published ITB 2026-013, requesting bids for a Traffic Signal Installation Project to include the construction of two new traffic signal systems at the intersections of 6th Street North and 9th Avenue North, and 9th Street North and 25th Avenue North (Loop 197).

Per the attached bid tab, the bids received exceeded the General Fund CIP budget by \$94,698.65 due to increases in the cost of equipment which occurred over the 18 months since the projects were initially estimated. Both signals are in areas of strong economic growth. The recent grand opening of the 6th Street Community Plaza has brought additional traffic to the downtown area. The intersection at 6th Street and 9th Avenue is currently a four-way stop and the main point of entry for the Sixth Street District.

The signal at the intersection of 9th Street and Loop 197 will replace the flashing beacon and is warranted due to poor site angles, a history of crashes, and the growth in the Heron's Landing area which is accessed via 9th Street. Of note, the signal at 9th Street and Loop 197 has a 90-day completion deadline.

Funds are available in the FY26 TCEDC budget, Fund 801.

ANALYSIS

Staff recommends approval of an appropriation of \$64,125.00 to fund Amendment No. 1 to the existing agreement with ARKK Engineers for professional services for the Central Park Boulevard Extension Project to add the survey, engineering, design and contract administration services for the addition of a new traffic signal at the intersection of FM 2004 and Central Park Blvd to the project.

ALTERNATIVES CONSIDERED

Attachments

Bid tabulation

TRAFFIC SIGNAL INSTALLATION PROJECT

ITB #2026-013

Company / Organization	Phone Number	Contact	Bid Tabulation
Reliable Signal & Lighting Solution, LLC	(281)-997-1111	Enrique Del Cid	793,599.46
Traffic Systems Construction, Inc	(281)-337-1926	Steve M. Kass	924,309.00
Third Coast Services, LLC	(832)-934-0240	Scott Sikes	894,239.85

Based on the tabulated bid, the lowest bidder is Reliable Signal & Lighting Solution, LLC. It is recommended that the contract should be awarded to Reliable Signal & Lighting Solution, LLC.

The following should be noted:

Traffic Signal Installation at 9th Street and 25th Avenue. Total bid **\$303,733.93**

Items 686 DESC CODE 7034 and Item 686 DESC CODE 7042 should not have been part of the bid item and should be removed. Net reduction of \$57,700.00. Hence, the anticipated total bid should be **\$246,033.00**

Traff Data & Associates, Inc.

a

Traffic Engineering Advocacy Group

(713) 446 - 8167

tdaienginees@aol.com

Traffic Sigal at 6th Street and 9th Avenue North: Total bid \$489,865.55

Bid Item: Reflective Pavement Marker LED: Quantity 46 at unit price of \$2200 per unit. Total cost was \$101,200.00. Removal of this bid item will result to net savings of \$101,200.00. Hence, the anticipated total bid for 6th Street at 9th Avenue should be **\$388,665.55**

Respectfully submitted,

A. Ukaegbu
Samson Ukaegbu, P.E.
Principal
TDAI
(713)4468167

Adjustments to Traffic Signal project bids

March 11, 2026

Contractor	6 th St & 9 th Ave	9 th St & 25 th Ave N	Total Bid
Reliable Signal & Lighting Solutions	\$489,865.55	\$303,733.93	\$793,599.48
Budget – FY2024	\$350,000	\$190,000	\$540,000
Reliable Signal - Adjustments	(\$101,200) – delete in pavement markers – too expensive – 46 @ \$2200 ea	(\$57,700) – delete duplicate bid item – mast arms	
Adjusted Reliable Signal	\$388,665.55	\$246,033	\$634,698.65
Budget shortfall – 17.5%			\$94,698.65

**Specifications and
Contract Documents**

for

**Traffic Signal Installation Project
6th Street North and 9th Avenue North
&
9th Street North and 25th Avenue North**

Texas City



EST. 1911

JANUARY 2026

TDAI



01/21/26

SPECIFICATIONS AND CONTRACT DOCUMENTS

for

**Traffic Signal Installation Project
6th Street North and 9th Avenue North
&
9th Street North and 25th Avenue North**

in

CITY OF TEXAS CITY, TEXAS

JANUARY 2026

Traff Data & Associates, Inc.

Traffic Engineering Consultants
Registration #: F-4119

9894 Bissonnet, Suite 640
Houston, Texas 77036
Phone: (713) 446-8167
E-mail: ldaiengineers@aol.com

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City of Texas City
Traffic Signal Installation Project

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NOTICE TO BIDDERS

The City of Texas City is requesting bids for the Traffic Signal Installation Project. This project involves construction of a new traffic signal system at the intersections of 6th Street North and 9th Avenue North and 9th Street North and 25th Avenue North, including all labor, equipment, material, and incidentals required for the project.

Bids must be sealed marked “ITB #2026-013 – Traffic Signal Installation Project” and delivered to Ms. Gwynetheia Shabazz Pope, Purchasing Coordinator at the City of Texas City Public Works & Engineering Purchasing Office (West Annex), located at 7800 Emmett F Lowry Expy, Texas City, TX 77591, to arrive no later than 11:00 a.m., local time, Wednesday, February 18, 2026. Bids received after that time will not be accepted.

Pre-Bid conference will be held at 11:00 a.m., local time, Wednesday, February 4, 2026, at the City of Texas City Public Works & Engineering Purchasing Office (West Annex), located at 7800 Emmett F Lowry Expy, Texas City, TX 77591. Attendance to the pre-bid conference is not mandatory.

It is the sole responsibility of the bidder to ensure that his bid is actually in the Texas City Public Works Purchasing office prior to the expiration of the time and date above first written.

Bid security in the amount of five (5) percent of the greatest amount bid must accompany each bid. The bid security must be in the form of a Bid Bond.

It shall be each bidder’s sole responsibility to inspect the site of the work and to inform himself regarding all local conditions under which the work is to be done. It shall be understood and agreed that all such factors have been thoroughly investigated and considered in the preparation of the bid submitted.

Bid documents may be obtained from www.CivcastUSA.com, search City of Texas City, Galveston County. Bidders must register on this website in order to view and/or download specifications, plans, and bid documents for this project. There is NO charge to view or download documents.

The Contractor and all Subcontractors for this project will be required to pay not less than the prevailing wage rates for the area of the project as required in the contract documents.

Upon consideration of the proposals the City Commission plans to award a Contract; however the Owner reserves the right to reject any and all bids, to waive any and all formalities and technicalities, and to accept any bid which it deems advantageous to the owner. Each bidder agrees to waive any claim it has or may have against the Owner, the Engineer, and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any bid. The successful bidder will be required to furnish a performance bond and payment bond in an amount of 100% of the total contract price.

First Publication: January 27, 2026

Second Publication: February 3, 2026

GENERAL INSTRUCTIONS TO BIDDERS

1. **SCOPE OF WORK**

The work to be done under the contract documents shall consist of the following:

Traffic Signal Installation Project
6th Street North and 9th Avenue North
&
9th Street North and 25th Avenue North
ITB #2026-013

The Contractor shall furnish all labor, superintendence, machinery, equipment and all materials necessary to complete this project in accordance with the contract documents.

2. **COMPLIANCE WITH CONTRACT DOCUMENTS**

All work covered by this Contract shall be done in accordance with the contract documents as described in the General Conditions of Agreement.

All bidders shall be thoroughly familiar with all of the requirements set forth in the contract documents for the construction of this project and shall be responsible for the satisfactory completion of all work contemplated by said contract documents.

3. **PLANS FOR USE BY BIDDERS**

It is the intent of the Owner that all parties interested in submitting a bid on the project covered by the contract documents be given a reasonable opportunity to examine the documents and prepare a bid. The contract documents may be examined without charge as noted in the Notice to Bidders. Any party wishing to purchase a copy of the contract documents, including all plans and specifications, may do so at a charge as indicated in the Notice to Bidders.

4. **INTERPRETATION OF TECHNICAL SPECIFICATIONS, PLANS AND OTHER DOCUMENTS**

Bidders desiring additional information or clarification of technical specifications, plans or other documents must make written requests for such information to the Professional as the Owner's representative prior to 96 hours before the deadline specified for receipt of bids. Answers to all such requests will be given in writing, in addendum form, to all bidders, and all addenda will be bound with and become a part of the contract documents. No written or oral explanation or interpretation except that which is provided by the addenda prepared by the Professional will be considered official or binding. If the bidder should find discrepancies in or omissions from the technical specifications or plans, or should some doubt exist as to their meaning, the bidder shall notify the Professional in writing so that a written addendum may be sent to all bidders. It is the responsibility of the bidders to know if

they have received all such addenda. A complete file on all addenda issued will be maintained at the Professional's office. In the event a bidder shall fail to seek clarification or interpretation of any part or portions of the technical specifications, plans or other documents, such bidder shall be presumed to have full knowledge of the interpretation by the Professional.

5. CONDITIONS OF WORK

Each bidder shall fully inform himself of the construction and working conditions under which the work will be performed. Bidders shall inspect the site and thoroughly familiarize themselves with the full bid documents including technical specifications and plans. Failure to do so will not relieve a successful bidder of his obligation to perform the work in accordance with contractual requirements. It is understood that the bid prices shall include the furnishing of all superintendence, labor, material, machinery, equipment, tools, transportation, services and other means of construction, including parts, incidentals and appurtenances, as necessary to complete the work in accordance with the contract documents, technical specifications and plans.

Bidder should carefully examine the bidding documents and the site to determine the actual conditions under which work will be done. Data in the bidding documents pertaining to existing conditions is for convenience only and does not supplant obtaining firsthand information at the site. Submission of a bid constitutes acceptance by the bidder of existing site conditions as part of the requirements of this work.

6. SUBSURFACE INFORMATION

Any information provided in regard to subsurface data, test borings, etc., is to be considered approximate. Soil reports, if any, that the Professional has obtained for this project will be provided to the bidders for their use. The interpretation of soil information, results of soil borings, etc., is in no way guaranteed.

7. OPEN SPECIFICATIONS

Where equipment or materials are specified by a trade or brand name, it is not the intention of the Owner to discriminate against an equal product of another manufacturer but rather to set a definite standard of quality and/or performance and to establish an equal basis for the evaluation of bids. Where the words "equivalent" or "equal to" are used, they shall be understood to mean that the thing referred to shall be, in the opinion or judgment of the Professional, the equivalent of or equal to the product or item specified by name. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be, in all cases, fully equivalent to approved samples. Notwithstanding that the words "equivalent", "equal to" or other such expressions may be used in the specifications in connection with a material, manufactured article or process, the material, article or process specifically designated shall be used unless a substitute shall be approved in writing by the Professional. The Professional has the right to require the use of such specifically designated materials, articles or processes.

8. PREPARATION OF BID PROPOSAL

Unless otherwise directed in the Notice to Bidders, bids shall be submitted in duplicate upon forms furnished by the Owner or copies thereof. All bids shall be prepared in compliance with the requirements of the Notice to Bidders, these instructions and any instructions printed on the prescribed forms. All blank spaces in the form shall be correctly filled in, and the bidder shall state the price(s) in numerals, for which he proposes to do the work contemplated or to furnish the materials required. Such prices shall be written in ink, distinctly and legibly, or typewritten. Amounts shall be extended and totaled, and no change shall be made in the phraseology of the form or of the bid items thereon. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. If optional items are shown on the bid form and the bidder elects not to bid on such optional items, then "No Bid" must be entered in the blank spaces provided. If a space is left blank on the bid form, the Owner will interpret such blank as a "No Bid".

The bidder must sign the bid proposal in ink in the space provided on the bid form; unsigned bids will not be accepted. If the proposal is submitted by an individual, his name must be signed by him or his duly authorized agent. A bid submitted by a sole proprietorship must be signed by the proprietor and must clearly set out the name under which the proprietor is conducting business. If the proposal is submitted by a firm, association or partnership, then the name and address of the firm, association or partnership must be shown together with the name and address of each member, and the proposal must be signed by a member of the firm, association or partnership or other person duly authorized.

If the proposal is submitted by a company or corporation, the company or corporate name and business address, the name of the registered agent, the address of the registered office, and the names, addresses and offices of each corporate officer, must be given. Bids submitted by a corporation must be signed by an officer of the corporation having the authority to execute such documents for the corporation, which authority is granted either by the corporate charter, the by-laws of the corporation or a resolution of the board of directors of the corporation, and shall specify under what authority the proposal is signed; the proposal shall be attested to by the secretary or an assistant secretary of the corporation, and the corporate seal shall be affixed thereto.

Powers of attorney authorizing agents or others to sign proposals must be properly certified and must be in writing and submitted with the proposal.

Sealed bids in duplicate, one (1) original, one (1) copy, and the complete bid package in PDF format on a flash drive. Bids to be addressed as specified in the Notice to Bidders and bearing the bidder's name and the notation "ITB #2026-013 – Traffic Signal Installation Project"

All Bidders are required to submit the following with their bid:

- A. House Bills 13, 19, & 89 Verification Form
- B. Non-Collusion Statement Form
- C. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- D. Bidders Questionnaire and References Form
- E. List of Subcontractors and Major Suppliers Form
- F. Bid Proposal
- G. Bid Security
- H. Qualifications Statement
- I. Financial Statement
- J. Completed Conflict of Interest Questionnaire

9. BID SECURITY REQUIRED

Each bidder is required to submit bid security in the form of a cashier's check issued by a bank satisfactory to the Owner, or a bid bond from a reliable surety company, payable without recourse to the order of the Owner, in an amount of not less than 5% of the total amount of the bid submitted as a guarantee that the bidder will enter into a contract and execute all necessary bonds (if required) within fifteen (15) days after notice of award of the contract to him.

10. LIST OF SUBCONTRACTORS AND MAJOR SUPPLIERS

With the bid, submit a list of subcontractors for major portions of the work and major suppliers on the form provided. Give the names and addresses of the selected subcontractors and major suppliers listed in the bid proposal. Include on the list all "local" subcontractors and major suppliers. "Local" shall be defined as those subcontractors and major suppliers whose principal business location is in Galveston County, Texas.

11. STATEMENT OF QUALIFICATIONS

Each bid must be accompanied by a statement of the qualifications of the Bidder presenting his qualifications to properly execute the work. No bid will be considered unless such a statement is submitted. The statement of qualifications must include ten (10) projects of similar nature and cost. The references for the project provided by the bidder must include cost of the project, Owner's name, Engineer or prime contact and telephone number. The statement of qualifications shall also include the following:

- Organization available for the work contemplated on this project:
 - Available Manpower Description
 - Available Equipment Description
- Equipment Resources
 - Provide total list of firm's equipment

12. FINANCIAL STATEMENT

Each bid must be accompanied by a financial statement of the bidder as reflected by his most recently prepared statement; the financial statement submitted must be current and shall not have been prepared prior to twelve (12) months immediately preceding the date specified for receipt of bids. The financial statement shall be submitted in a sealed envelope, properly identified as to contents and project description. The bidder's financial statement will be examined only if the bid submitted is actively considered for award; otherwise, it will be returned unopened after the execution of the Contract.

13. DELIVERY OF BIDS

It is the bidder's responsibility to deliver his bid in accordance with the instructions contained in the Notice to Bidders. Bids dispatched but not received by the date and time specified will be returned unopened upon receipt.

14. BID MODIFICATIONS

At any time prior to the deadline set for receipt of bids, a bid may be withdrawn and resubmitted by submitting a written request to do so to the person who holds the bid, but no proposal may be altered after the closing time set for receipt of bids. In addition, any bidder may modify his bid by telegraphic communication or by any available means of written or mechanically printed communication at any time prior to the scheduled closing time, provided such communication is received by the Owner at the City of Texas City's Purchasing Office prior to the deadline set for receipt of bids and provided further that if written confirmation of the modification, over the actual signature of the bidder, has not been delivered into the hands of the Owner prior to the closing time, the Owner is satisfied that such written confirmation, over the actual signature of the bidder, was mailed prior to the closing time as determined from an examination of the postmark. If signed written confirmation is not received within two (2) days from the closing time, no consideration shall be given to such modification. Receipt of a bid modification by any other employee, office or division of the Owner shall not constitute receipt by the Owner, and it shall be the sole responsibility of the bidder to verify or confirm that any such modification has in fact been received by the City of Texas City's Purchasing Office prior to the deadline.

15. WITHDRAWAL OF BID

At any time prior to the time set for opening of the bids, a bid proposal may be withdrawn by submitting a written request to do so to the person who holds the bid.

16. REJECTION OF IRREGULAR OR IMPROPER BID

Any bid which contains any omission, alteration, erasure, addition or change of any nature, or which does not include prices for each and every bid item (excluding optional items) may, at the option of Owner, be deemed irregular. In order for any such bid to be considered, any

alteration, erasure or other change must be initialed by the bidder prior to submission of the bid. In addition, any bid in which the prices are obviously unbalanced or which fails in any manner to conform to the bidding procedures as set forth may be considered irregular. Any bid proposal which is deemed irregular may be rejected and returned to the bidder without being considered.

Further, any proposal containing any conditions which provide for changes in the stated bid price due to increases or decreases in the cost of materials, labor or other items required for the project will be rejected and returned to the bidder without being considered.

17. OWNER'S RIGHT TO REQUIRE ADDITIONAL INFORMATION

The Owner reserves the right, after the bids have been opened and before the contract has been awarded, to conduct such investigations as the Owner deems necessary to assist in the evaluation of the bids and to establish the responsibility, qualifications and financial ability of bidders, proposed subcontractors, suppliers and other persons and organizations to perform the work in accordance with the Contract Documents; and to require of a bidder additional information to aid in the evaluation of the bid and the bidders qualifications including but not limited to the following information:

- (a) The experience record of the bidder and key subcontractors, suppliers and other persons showing completed jobs of similar scope and work requirements to the one covered by the proposed Contract and all work in progress with bond amounts and percentage completed;
- (b) A sworn statement of the current financial condition of the bidder, key subcontractors and suppliers
- (c) An equipment schedule.

18. AWARD OF CONTRACT

Unless all bids are rejected, the Owner plans to award the Contract as promptly as possible, consistent with the time required for a thorough analysis of the bids submitted. However, the Owner reserves the right to delay award for ninety (90) days after receipt of bids. If no award is made within ninety (90) days after receipt of bids, a bidder may withdraw his bid without prejudice to himself by submitting a written request for its withdrawal to the person who holds the bid.

The contract will be awarded to the lowest responsible, responsive bidder whose evaluation by Owner indicates to Owner that the award will be in the best interest of the project. The Contract will be awarded on the basis of all factors that are available to be judged by the Owner and deemed by the Owner to be of the greatest advantage to it, considering the type of work involved, the length of duration thereof, the elements of the bid, history and performance of bidders in previous jobs and other factors as shall be determined by the Owner. Each bidder agrees to waive any claim it has or may have against the Owner, the Professional/Engineer, and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any bid. The Owner reserves the right to reject any or all bids and to waive bid irregularities as the interest of the Owner may require. Also, the Owner reserves the right to reject the bid of any bidder if the Owner

believes that it would not be in the best interest of the Project to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Owner. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum there of will be resolved in favor of the correct sums.

19. BOUND COPIES OF CONTRACT DOCUMENTS

The Agreement, Bonds and all related contract documents will be prepared and signed in not less than four (4) multiple original counterparts. Each set of contract documents shall be bound and shall include the following:

- A. Notice to Bidders
- B. General Instructions to Bidders
- C. House Bills 13, 19, & 89 Verification Form
- D. Non-Collusion Statement Form
- E. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- F. Bidders Questionnaire and References Form
- G. List of Subcontractors and Major Suppliers Form
- H. Bid Proposal
- I. Completed Conflict of Interest Questionnaire
- J. Completed Texas Ethics Commission Form 1295
- K. Insurance Certificate
- L. General Conditions of Agreement, including all Attachments
- M. Special Conditions
- N. Technical Specifications (including plans and drawings)
- O. All other addenda and documents made available to bidder

The Owner will furnish the Contractor with two (2) copies of conforming contract documents, technical specifications, and plans free of charge. Additional copies, if needed, can be obtained from the Professional at the amount indicated in the Notice to Bidders. Plans and specifications for use during construction will only be furnished directly to the Contractor. The Contractor shall then distribute copies of plans and specifications to suppliers, subcontractors or others as required for proper prosecution of the work contemplated by the Contractor.

20. TEXAS STATE SALES TAX

This Contract is issued by an organization which qualifies for exemption provisions pursuant to provisions of Tex. Tax Code §§ 151.301, 151.307, 151.309 and 151.311.

The Contractor must obtain a limited sales, excise and use tax permit or exemption certificate which shall enable him to buy the materials to be incorporated into the work without paying the tax at the time of purchase.

21. INSURANCE

The Contractor shall not commence work under this Contract until he has obtained all insurance as required in the General Conditions of Agreement, set forth in the contract documents, from an underwriter authorized to do business in the State of Texas and satisfactory to the Owner. Proof of coverage shall be furnished to the Owner and written notice of cancellation or any material change shall be provided to the Owner not less than thirty (30) days in advance of cancellation or change. All policies shall contain an agreement on the part of the insurer waiving the right to subrogation.

The insurance certificates furnished shall name the Owner, the Professional/Engineer, their agents and employees, as an additional insured and shall further state that all subcontractors are named as additional insured, or, in the alternative, shall be accompanied by a statement from the Contractor to the effect that no work on this particular project shall be subcontracted.

22. CONTRACTOR'S REPRESENTATIVE

The successful bidder shall be required to have a responsible local representative available at all times while the work is in progress under this Contract. The successful bidder shall be required to furnish the name, address and telephone number where such local representative may be reached during the time that the work contemplated by this Contract is in progress.

23. TIME AND ORDER FOR COMPLETION

The construction covered by the contract documents shall commence within ten (10) days after written Notice to Proceed shall have been given by Professional and be completed within the number of calendar days stated in the Bid Proposal from the date specified in the Notice to Proceed.

In the determination of project completion time, Saturdays and Sundays will be counted, however work will not be permitted unless specifically approved by the City as stated in item 24 below.

Failure of the CONTRACTOR to complete the work within the contract time, including any extensions granted shall entitle the OWNER to deduct from the money due to the CONTRACTOR an amount equal to the cost stated in the Bid Proposal each calendar day of delay in completion of the work, not as a penalty, but as liquidated damages and added expense for supervision.

The CONTRACTOR will be permitted to prosecute the work in the order of his own choosing unless stated otherwise in the Contract Documents, provided, however, the OWNER reserves the right to require the CONTRACTOR to submit a progress schedule of the work contemplated by the contract documents. In the event the OWNER requires a progress schedule to be submitted and it is determined by the OWNER that the progress of the work is not in accordance with such schedule, the OWNER may direct the

CONTRACTOR to take such action as the OWNER deems necessary to insure completion of the project within the time specified.

24. WORKING HOURS

All construction work under this contract shall be performed between the hours of 7:00 a.m. and 6:00 p.m., Monday through Friday unless specific authorization is granted by the project representative after obtaining Owner's concurrence, or unless extension of working hours is necessary either to avoid lengthy interruption of utility service to the Owner's customers, or due to an emergency situation.

Construction work under this Contract requiring an on-site project representative or diversion pumping will not be performed on weekends or holidays unless the following conditions exist:

- (a) The project being constructed is essential to the Owner's ability to provide the necessary service to its customers/citizens; or
- (b) Delays in construction are due to factors outside the control of the Contractor. The Contractor is approaching the penalty provisions of the Contract and can show that he has made a diligent effort to complete the Contract within the allotted time.

Before construction work requiring a project representative is to be performed on weekends or holidays, the Contractor must notify the Owner's representative not less than three (3) full working days prior to the weekend or holiday he desires to do work and obtain written permission from the Owner to do such work. The final decision on whether to allow construction work requiring a project representative on weekends or holidays will be made by the Owner. When such work is permitted, Contractor shall credit the Owner \$100.00/hour by change order for providing site representation services on weekends or Legal Holidays.

The Contractor will not be permitted to work on any Holidays observed by the City. The Contractor may request a list of the official City holidays at the pre-construction conference.

Construction work requiring a project representative will be any work where excavation, installation of pipes, materials, backfill, wastewater diversion pumping, or paving surface material installation is occurring and any work where investigation processes or testing processes are occurring or are required.

In any event, if a condition should occur or arise at the site of this project or from the work being done under this Contract which is hazardous or dangerous to property or life, the Contractor shall immediately commence work, regardless of the day of the week or the time of day, to correct or alleviate such condition so that it is no longer dangerous to property or life.

25. MATERIALS AND WORKMANSHIP

The intent of these contract documents is that only materials and workmanship of the best quality and grade will be furnished. The fact that the specifications may fail to be sufficiently complete in some detail will not relieve the Contractor of full responsibility for providing materials of high quality and for protecting them adequately until completion of the project and acceptance by the Owner. The presence or absence of a representative of the Owner on the construction site will not relieve the Contractor of full responsibility for complying with this provision. The specifications for materials and methods set forth in the contract documents provide minimum standards of quality which the Owner believes necessary to procure a satisfactory project.

26. GUARANTEES

All equipment and materials incorporated in the project and all construction shall be guaranteed against defective materials and workmanship. Prior to final acceptance, the Contractor shall furnish the Owner with a written general guarantee which shall provide that the Contractor shall remedy any defects in the work, at no cost to the Owner, and pay for any and all damages of any nature whatsoever resulting from such defects when such defects appear as a result of defective materials or workmanship within one (1) year from the date of final acceptance of the work. This will be in addition to the required One Year Maintenance Bond.

27. PROTECTION OF THE WORK

The Contractor shall be responsible for the care, preservation, conservation and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities and all means of construction, and any and all parts of the work, whether the Contractor has been paid, partially paid or not paid for such work until the date the Owner issues its certificate of completion to the Contractor.

28. PROTECTION OF SUBSURFACE LINES AND STRUCTURES

It shall be the Contractor's responsibility to prosecute the work contemplated by the contract documents in such a way as to exercise due care to locate and prevent damage to all underground pipelines, utility lines, conduits or other underground structures which might or could be damaged by Contractor during the construction of the project contemplated by these contract documents. The Owner will furnish Contractor with the approximate location of City owned utility lines of which it has knowledge. However, such fact shall not relieve the Contractor of his responsibilities aforementioned; the location and depth of utilities shown on any drawings must be regarded as approximate, and it shall be the responsibility of the Contractor to determine for himself the exact location and depth of any utilities which exist in the project site. All such underground lines or structures cut or damaged by Contractor during the prosecution of the work contemplated by this Contract shall be repaired immediately by Contractor, at Contractor's expense, to the satisfaction of the Owner.

29. BARRICADES AND SAFETY MEASURES

The Contractor shall, at his own expense, furnish and erect such barricades, fences, lights and danger signals, and shall take such other precautionary measures for the protection of persons, property and the work as may be necessary.

The Contractor will be held responsible for all damage to the work due to failure of barricades, signs and lights to protect it; and when damage is incurred, the damaged portion shall be immediately removed and replaced by Contractor at his own cost and expense. The Contractor's responsibility for maintenance of barricades, signs and lights shall not cease until the date of issuance to Contractor of the Owner's certificate of acceptance of the project.

The Contractor will be held responsible for all damage to the work which may occur prior to final acceptance by the Owner regardless of the adequacy of protective barricades and lighting, and when damage is incurred, the damaged portion shall be immediately removed and replaced by Contractor at his own cost and expense.

30. EXPLOSIVES

The use of explosives will not be permitted.

31. PAYMENT OF EMPLOYEES

The Contractor and each of his subcontractors agree to pay all employees engaged in work on the project under this Contract in full (less mandatory legal deductions), and further agree that no such employees shall look to the Owner for payment of wages or compensation earned by reason of such work. Minimum wage rates are contained in the General Conditions of the Contract.

32. PAYMENT TO CONTRACTOR

All payments due to Contractor shall be made in accordance with the provisions of the General Conditions of Agreement of the contract documents.

33. AFFIDAVITS OF BILLS PAID

The Owner reserves the right, prior to final acceptance of this project or with the project's pay estimate submitted each month, to require the Contractor to execute an affidavit certifying that all bills for labor, materials and incidentals incurred in the construction of the improvements contemplated by the contract documents have been paid in full and that there are no claims pending of which the Contractor has been notified.

34. QUESTIONS

Submit questions about bidding documents to the Engineer/Professional. Inquiries are permitted until ninety-six (96) hours prior to bid opening. Necessary replies will be issued to bidders of record as addenda, which become a part of the bidding documents. Oral

instructions do not form a part of the bidding documents. Bidders should contact the Engineer/Professional not less than 48 hours before bid opening to secure any addenda that may affect bidding.

35. SUPPLEMENTAL PAY ITEMS AND MINIMUM UNIT PRICE BID ITEMS

Approximate quantity and a minimum unit price have been established for some supplemental items and for some base bid items shown in the bid proposal section. The Contractor may not bid a unit price less than the minimum value; however, he may increase the minimum unit price. If no entry is made in the spaces provided, the minimum unit prices shown shall apply. The supplemental pay items are included to facilitate payment for changes and alterations that may be required to complete work. The actual work as provided by the General and Special Conditions of the Agreement and Technical Specifications and as shown on Plans is described in Proposal items other than supplemental pay items. When work covered by supplemental items is requested by the Contractor and approved by Owner, payment will be based on the quantity actually constructed and unit prices bid in the Proposal.

36. General Contractor must perform a minimum of 40 percent of the overall contract value.

37. Pursuant to Texas Government Code § 2252.908 (“Disclosure of Interested Parties”). Under Section 2252.908 of the Tex Gov’t Code – Disclosure of Interested Parties form must be filled out, signed, and submitted to the City at the time of execution of the Contract, along with the certification of filing generated from the Commission’s website. The Certificate of Interested Parties form is available on the Commission’s website at <https://www.ethics.state.tx.us/filinginfo/1295/> and must include the owner name, **City of Texas City**; the contract ID number **(City to provide to Contractor)**; and the description of goods and services is **Traffic Signal Installation Project**

House Bills 13, 19 & 89 Verification

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies (1) it does not boycott energy companies, and (2) it will not boycott energy companies during the term of this Agreement. Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the proposals from a company were able to provide the required certification.

Pursuant to Sections 2270.001, 2270.002, 808.001, Texas Government Code:

1. *“Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
2. *“Company” has the meaning assigned by Section 808.001, except that the term does not include a sole proprietorship.*
3. *Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.*

I, _____ (Person name), the undersigned representative of (Company or

Business Name) _____ (hereinafter referred to as Company) **being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in House Bills 13, 19 and 89.**

DATE

SIGNATURE OF COMPANY REPRESENTATIVE

Non-Collusion Statement

THE UNDERSIGNED AFFIRM THAT THEY ARE DULY AUTHORIZED TO EXECUTE THIS CONTRACT, THAT THIS COMPANY, FIRM, PARTNERSHIP OR INDIVIDUAL HAS NOT PREPARED THIS PROPOSAL IN COLLUSION WITH ANY OTHER PROPOSER, AND THAT THE CONTENTS OF THIS PROPOSAL AS TO PRICES, TERMS OR CONDITIONS OF SAID PROPOSAL HAVE NOT BEEN COMMUNICATED BY THE UNDERSIGNED NOR BY ANY EMPLOYEE OR AGENT TO ANY OTHER PERSON ENGAGED IN THIS TYPE OF BUSINESS PRIOR TO THE OFFICIAL OPENING OF THIS PROPOSAL.

BIDDER _____

ADDRESS _____

PHONE _____

FAX _____

BIDDER (SIGNATURE)

BIDDER (PRINTED NAME)

POSITION WITH COMPANY

SIGNATURE OF COMPANY OFFICIAL

AUTHORIZING THIS PACKAGE

COMPANY OFFICIAL

(PRINTED NAME) _____

OFFICIAL POSITION _____

BIDDER'S CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION (49 CFR PART 29)

The undersigned certifies, by submission of this BID or acceptance of this contract, that neither Contractor nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Bidder agrees that by submitting this proposal that Bidder will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, that participant shall attach an explanation to this document.

Certification-the above information is true and complete to the best of my knowledge and belief.

(Printed or typed Name of Signatory)

(Signature)

(Date)

NOTE: The penalty for making false statements in offers is prescribed in **18 U.S.C. 1001**

BIDDER'S QUESTIONNAIRE

Bids must include responses to the questions contained in this Bidder's Questionnaire. Bidder should reference the item number and repeat the question in its response. In cases where a question does not apply, or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Bidder will explain the reason when responding N/A or N/R.

Bidder Profile

Legal name of Company:

Centralized Master Proposers List registration number: N/A

Prime contractor HUB / MWBE registration number: _____

An individual proposer acting as a sole proprietor must also enter the proposer's Social Security Number:
___ - ___ - ____

Universal Entity Identifier (UEI) number _____

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

NOTE: FOR PUBLIC WORKS - If Bidder is a subsidiary, COTC prefers to enter into an agreement or agreement with the Parent Corporation or to receive assurances of performance from the Parent Corporation.

1. Bidder will provide a copy of its financial statements for the past two (2) years.
2. Bidder will provide a financial rating of the proposer's entity and any related documentation (such as a Dunn and Bradstreet analysis) that indicates the financial stability of Firm.
3. Bidder will state whether or not Firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity. If yes, Bidder will explain the expected impact, both in organizational and directional terms.
4. Bidder will provide any details of all past or pending litigation or claims filed against proposer that would affect its performance under an Agreement with CoTC
5. Bidder will state whether or not proposer is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity. If yes, bidder will specify the pertinent date(s), details, circumstances, and describe the current prospects for resolution.

6. Bidder will state whether or not any relationship exists (whether by family kinship, business association, capital funding agreement, or any other such relationship) between proposer and any employee of CoTC. If yes, Bidder will explain

REFERENCES

Bidder shall provide five (5) references where Proposer has performed similar to or the same types of services as described herein. Bidder shall provide references not affiliated with the City of Texas City, or any of its employees.

Reference #1:

Owner Name:	
Contact Name:	Contact Title:
Phone:	Email:
Engineering Firm Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #2:

Owner Name:	
Contact Name:	Contact Title:
Phone:	Email:
Engineering Firm Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #3:

Owner Name:	
Contact Name:	Contact Title:
Phone:	Email:
Engineering Firm Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #4:

Owner Name:	
Contact Name:	Contact Title:
Phone:	Email:
Engineering Firm Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

Reference #5:

Owner Name:	
Contact Name:	Contact Title:
Phone:	Email:
Engineering Firm Name:	
Contact Name:	Contact Title:
Phone:	Email:
Date and Scope of Services Provided:	

SUBCONTRACTORS AND MAJOR SUPPLIERS FORM

LIST OF SUBCONTRACTORS AND TYPE OF WORK TO BE PERFORMED:

1. _____
2. _____
3. _____
4. _____

LIST OF LOCAL SUBCONTRACTORS:
(PRINCIPAL BUSINESS LOCATION IN GALVESTON COUNTY)

1. _____
2. _____
3. _____
4. _____

LIST OF MAJOR SUPPLIERS:

1. _____
2. _____
3. _____
4. _____

LIST OF LOCAL MAJOR SUPPLIERS:
(PRINCIPAL BUSINESS LOCATION IN GALVESTON COUNTY)

1. _____
2. _____
3. _____
4. _____

City of Texas City
Traffic Signal Installation Project

BID PROPOSAL
BID FOR UNIT PRICE CONTRACT

DATE: _____

Proposal of:

(Hereinafter called "Bidder")

TO: THE HONORABLE MAYOR AND CITY COMMISSIONERS
CITY OF TEXAS CITY, TEXAS
(Hereinafter called "Owner")

The Bidder, in compliance with your invitation for bids for the construction of:

Traffic Signal Installation Project
6th Street North and 9th Avenue North
&
9th Street North and 25th Avenue North
ITB #2026-013

having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials and supplies and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the prices stated in Exhibit "A" attached hereto.

The Bidder binds himself, upon acceptance of his proposal, to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated herein and for the prices stated in Exhibit "A" of this proposal.

Bidder hereby agrees to commence the work on the above project on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within **270 consecutive calendar days** as stipulated in the specifications and other contract documents. **The traffic signal installation at the 9th Street North and 25th Avenue North intersection must be completed within 105 calendar days of the Notice to Proceed.** Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **\$500.00** for each consecutive calendar day in excess of the time set forth hereinabove for completion of this project, all as set forth in the General Conditions of Agreement.

The following unit prices are bid and shall be complete compensation as measured in place for all materials, labor, overhead, profits and any other cost that is necessary to complete the job to the Engineer's/Professional's specifications and satisfaction. It is also understood that the quantities shown are only an estimate of the work to be done. No re-negotiation of prices bid will

*City of Texas City
Traffic Signal Installation Project*

be made for over runs or under runs of quantities.

Bidder understands and agrees that this bid proposal shall be completed and submitted in accordance with the General Instructions to Bidders.

Bidder understands that the Owner reserves the right to reject any or all bids, use deductible bid items and to waive any formality in the bidding.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Bidder acknowledges receipt of the following addenda:

- | | |
|----------|----------|
| 1. _____ | 3. _____ |
| 2. _____ | 4. _____ |

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this bid, and he further agrees to commence work on or before the date specified in the written notice to proceed and to substantially complete the work on which he has bid, as provided in the contract documents.

Enclosed with this proposal is a cashier's check or certified check for _____ Dollars (\$ _____) or a bid bond in the sum of _____ (\$ _____) as which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal is accepted by the Owner and the undersigned fails to execute the necessary contract documents and the required bonds (if any) with the Owner within ten (10) days after the date of receipt of written notification of acceptance of said proposal; otherwise said check or bond shall be returned to the undersigned upon demand.

Unit Prices are to be shown in Figures. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum there of will be resolved in favor of the correct sum.

The unit prices shall include all labor, materials, dewatering, shoring, removal, overhead, incidental costs, fees, profit, insurance, etc., to cover the finished work of the several kinds called for.

City of Texas City
Traffic Signal Installation Project

Bidder understands and agrees that the contract to be executed by Bidder shall be bound and include all contract documents made available to him for his inspection in accordance with the Notice to Bidders.

Bidder

By: _____
Signature

Type or Print:
Bidder's
Name: _____

Bidder's
Address: _____

(If Bidder is a Corporation):
Attest:

Secretary

(Corporate Seal)

Name of
Person Signing: _____

Office Held: _____

BID BOND

STATE OF TEXAS

SURETY'S NO. _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS that _____
(hereinafter called the "Principal"), as Principal, and _____,
(hereinafter called the "Surety"), as Surety, are held and firmly bound unto the City of Texas
City, Texas (hereinafter called the "Obligee"), in the amount of _____
_____ Dollars (\$ _____),
for the payment whereof the said Principal and Surety bind themselves and their heirs,
administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a Bid or Proposal to enter into a certain written
Contract with the Obligee to _____

NOW, THEREFORE, the condition of this obligation is such that if the said Principal
shall faithfully enter into such written Contract, then this obligation shall be void but otherwise,
shall remain in full force and effect.

MATERIALS FOR TRAFFIC SIGNAL INSTALLATION AT 6TH STREET AND 9TH AVENUE NORTH

ITEM	DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
416	7044	DRILL SHAFT (TRAFFIC SIGNAL POLE) (36 IN)	LF	48		
416	7046	DRILL SHAFT (TRAFFIC SIGNAL POLE) (48 IN)	LF	22		
500	7001	MOBILIZATION	LS	1		
502	7001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	3		
536	7002	CONC MEDIAN	SY	114		
618	7054	CONDUIT (PVC) (SCHD 80) (2")	LF	115		
618	7055	CONDUIT (PVC) (SCHD 80) (2") (BORE)	LF	55		
618	7060	CONDUIT (PVC) (SCHD 80) (3")	LF	160		
618	7061	CONDUIT (PVC) (SCHD 80) (3") (BORE)	LF	240		
620	7007	ELEC CONDR (NO. 8) BARE	LF	400		
620	7011	ELEC CONDR (NO. 4) BARE	LF	130		
620	7112	ELEC CONDR (NO. 4) INSULATED (XHHN)	LF	130		
624	7008	GROUND BOX TY D (162922) WITH APRON	EA	6		
		* ROD, 5/8" X 8' COPPER GROUND	EA	6		
628		ELC SRV TY D 120/240 070(NS)SS(E)SP(U)	EA	1		
644	7004	IN SM RD SN SUP&AM TY10BWG(1)SA(T)	EA	2		
644	6027	REMOVE SM RD SN SUP & AM	EA	7		
666	7176	RE PM TY II (W) 6" (BRK)	LF	645		
666	7178	RE PM TY II (W) 8" (LNDP)	LF	310		
666	7179	RE PM TY II (W) 8" (SLD)	LF	685		
666	7182	RE PM TY II (W) 12" (SLD)	LF	490		
666	7184	RE PM TY II (W) 24" (SLD)	LF	144		
666	7186	RE PM TY II (W) (ARROW)	EA	10		
666	7187	RE PM TY II (W) (DBL ARROW)	EA	2		
666	7194	RE PM TY II (W) (WORD)	EA	10		
666	7202	RE PM TY II (W) (CURB)	LF	300		
666	7211	RE PM TY II (Y) 6" (BRK)	LF	600		
666	7213	RE PM TY II (Y) 6" (SLD)	LF	2665		
666	7347	PAVEMENT SLER 6"	LF	3910		
666	7348	PAVEMENT SLER 8"	LF	995		

MATERIALS FOR TRAFFIC SIGNAL INSTALLATION AT 6TH STREET AND 9TH AVENUE NORTH

ITEM	DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
666	7350	PAVEMENT SLER 12"	LF	490		
666	7352	PAVEMENT SLER 24"	LF	144		
666	7353	PAVEMENT SEALER (ARROW)	EA	10		
666	7354	PAVEMENT SEALER (WORD)	EA	10		
666	7356	PAVEMENT SEALER (DBL ARROW)	EA	2		
		* PAVEMENT SEALER (CURB)	LF	300		
672	7002	REFL PAV MRKR TY I-C	EA	59		
672	7004	REFL PAV MRKR TY II-A-A	EA	108		
		* REFL PAV MRKR LED	EA	46		
677	7001	ELIM EXT PAV MRK & MRKS (4")	LF	4300		
677	7002	ELIM EXT PAV MRK & MRKS (6")	LF	730		
677	7006	ELIM EXT PAV MRK & MRKS (12")	LF	550		
677	7008	ELIM EXT PAV MRK & MRKS (24")	LF	157		
677	7009	ELIM EXT PAV MRK & MRKS (ARROW)	EA	12		
677	7015	ELIM EXT PAV MRK & MRKS (WORD)	EA	10		
677	7031	ELIM EXT PAV MRK & MRKS (PLOWABLE RPMS)	EA	18		
678	7002	PAV SURF PREP FOR MRK (6")	LF	3910		
678	7004	PAV SURF PREP FOR MRK (8")	LF	995		
678	7006	PAV SURF PREP FOR MRK (12")	LF	490		
678	7008	PAV SURF PREP FOR MRK (24")	LF	144		
678	7009	PAV SURF PREP FOR MRK (ARROW)	EA	10		
678	7010	PAV SURF PREP FOR MRK (DBL ARROW)	EA	2		
678	7016	PAV SURF PREP FOR MRK (WORD)	EA	10		
		* PAV SURF PREP FOR MRK (CURB)	LF	300		
680	7002	INSTALL HWY TRF SIG (ISOLATED)	EA	1		
		* TRAFFIC SIGNAL CONTROLLER	EA	1		
		* TRAFFIC SIGNAL CONTROLLER FOUNDATION	EA	1		
		* TRAFFIC SIGNAL CABINET	EA	1		
		* 18" P BASE CABINET RISER	EA	1		
		* CONFLICT MONITOR	EA	1		

MATERIALS FOR TRAFFIC SIGNAL INSTALLATION AT 6TH STREET AND 9TH AVENUE NORTH

ITEM	DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
		* UNINTERRUPTIBLE POWER SUPPLY	EA	1		
		* TOMAR PREMPTION DETECTOR	EA	4		
		* TOMAR CARD RACK, PHASE SELECTOR, AUXILIARY PANEL	EA	1		
		* TOMAR PREMPTION DETECTOR CABLE	LF	730		
		* MAST ARM DAMPING PLATE	EA	4		
		* REGULATORY SIGN PANEL - (R10-17T) (30"X30")	EA	4		
		* REFL PAV MRKR LED POWER SUPPLY & CONTROL	EA	1		
682	7001	VEH SIG SEC (12 IN) LED (GRN)	EA	8		
682	7002	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	4		
682	7003	VEH SIG SEC (12 IN) LED (YEL)	EA	8		
682	7004	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	8		
682	7005	VEH SIG SEC (12 IN) LED (RED)	EA	8		
682	7006	VEH SIG SEC (12 IN) LED (RED ARW)	EA	4		
682	7018	PED SIG SEC (LED) (COUNTDOWN)	EA	12		
682	7052	BACK PLATE (12 IN) (3 SECT)	EA	8		
682	7053	BACK PLATE (12 IN) (4 SECT)	EA	4		
684	7007	TRF SIG CBL (TY A) (12 AWG) (2 CONDR)	LF	1250		
684	7008	TRF SIG CBL (TY A) (12 AWG) (3 CONDR)	LF	650		
684	7009	TRF SIG CBL (TY A) (12 AWG) (4 CONDR)	LF	1250		
684	7012	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	LF	2250		
684	7028	TRF SIG CBL (TY A) (14 AWG) (2 CONDR)	LF	650		
686	7042	INS TRF SIG PL AM(S)1 ARM (40') ILSN *SEE NOTE 1	EA	1		
686	7046	INS TRF SIG PL AM(S)1 ARM (44') ILSN *SEE NOTE 1	EA	2		
686	7054	INS TRF SIG PL AM(S)1 ARM (50') ILSN *SEE NOTE 1	EA	1		
688	7001	PED DETECT PUSH BUTTON (APS)	EA	8		
		* SIGN, PED. WALK SMB. W/DIR ARROW (R10-3eR)(9"X15")	EA	2		
		* SIGN, PED. WALK SMB. W/DIR ARROW (R10-3eL)(9"X15")	EA	6		
688	7004	VEH LP DETECT (SAWCUT) (REFL PAV MRK LED)	LF	300		
6001	7001	ILSN (6 S), "6TH ST N"	EA	2		
6001	7001	ILSN (6 S), "9TH AVE N"	EA	2		

MATERIALS FOR TRAFFIC SIGNAL INSTALLATION AT 6TH STREET AND 9TH AVENUE NORTH

ITEM	DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
6017	7015	VIDEO IMAGING AND RADAR DETECTOR (NOTRAFFIC)	EA	4		
6017	7016	VIDEO IMAGING AND RADAR SET-UP SYS (NOTRAFFIC)	EA	1		
6017	7017	VID IMAGE AND RADAR COM CABLE (3/C #16) (NOTRAFFIC)	LF	780		
6017	7018	VID IMAGE AND RADAR DET PROCESSOR SYS	EA	1		
		* MISCELLANEOUS ALLOWANCE TO BE USED UPON APPROVAL BY CITY	LS	1	25,000.00	25,000.00
GRAND TOTAL:						

MATERIALS FOR TRAFFIC SIGNAL INSTALLATION AT 9TH STREET NORTH AND 25TH AVENUE NORTH

ITEM	DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
104	7013	REMOV CONC (SIDEWALK, RAMP, OR SUP)	SY	46		
104	7016	REMOV CONC (CURB)	LF	40		
500	7001	MOBILIZATION	LS	1		
502	7001	BARRICADES, SIGNS, AND TRAFFIC HANDLING	MO	3		
531	7001	CONC SIDEWALKS (4")	SY	57		
531	7010	CURB RAMPS (TY 7)	EA	2		
618	7054	CONDUIT (PVC) (SCHD 80) (2")	LF	395		
618	7055	CONDUIT (PVC) (SCHD 80) (2") (BORE)	LF	33		
618	7060	CONDUIT (PVC) (SCHD 80) (3")	LF	167		
618	7061	CONDUIT (PVC) (SCHD 80) (3") (BORE)	LF	178		
620	7007	ELEC CONDR (NO. 8) BARE	LF	750		
620	7011	ELEC CONDR (NO. 4) BARE	LF	30		
620	7112	ELEC CONDR (NO. 4) INSULATED (XHHN)	LF	30		
624	7008	GROUND BOX TY D (162922) WITH APRON	EA	1		
		* ROD, 5" X 8' COPPER GROUND	EA	1		
628		ELC SRV TY D 120240 070(NS)SS(E)SP(U)	EA	1		
666	7175	RE PM TY II (W) 6" (SLD)	LF	1400		
666	7178	RE PM TY II (W) 8" (LNDP)	LF	40		
666	7179	RE PM TY II (W) 8" (SLD)	LF	285		
666	7182	RE PM TY II (W) 12" (SLD)	LF	415		
666	7184	RE PM TY II (W) 24" (SLD)	LF	140		
666	7186	RE PM TY II (W) (ARROW)	EA	8		
666	7194	RE PM TY II (W) (WORD)	EA	3		
666	7211	RE PM TY II (Y) 6" (BRK)	LF	560		
666	7213	RE PM TY II (Y) 6" (SLD)	LF	2180		
666	7347	PAVEMENT SLER 6"	LF	3580		
666	7348	PAVEMENT SLER 8"	LF	325		
666	7350	PAVEMENT SLER 12"	LF	415		
666	7352	PAVEMENT SLER 24"	LF	140		
666	7353	PAVEMENT SEALER (ARROW)	EA	8		

MATERIALS FOR TRAFFIC SIGNAL INSTALLATION AT 9TH STREET NORTH AND 25TH AVENUE NORTH

ITEM	DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
666	7354	PAVEMENT SEALER (WORD)	EA	3		
672	7002	REFL PAV MRKR TY I-C	EA	16		
672	7004	REFL PAV MRKR TY II-A-A	EA	61		
677	7001	ELIM EXT PAV MRK & MRKS (4")	LF	3285		
677	7004	ELIM EXT PAV MRK & MRKS (8")	LF	800		
677	7006	ELIM EXT PAV MRK & MRKS (12")	LF	262		
677	7008	ELIM EXT PAV MRK & MRKS (24")	LF	46		
677	7009	ELIM EXT PAV MRK & MRKS (ARROW)	EA	4		
677	7015	ELIM EXT PAV MRK & MRKS (WORD)	EA	2		
677	7031	ELIM EXT PAV MRK & MRKS (PLOWABLE RPMS)	EA	30		
678	7002	PAV SURF PREP FOR MRK (6")	LF	3580		
678	7004	PAV SURF PREP FOR MRK (8")	LF	325		
678	7006	PAV SURF PREP FOR MRK (12")	LF	415		
678	7008	PAV SURF PREP FOR MRK (24")	LF	140		
678	7009	PAV SURF PREP FOR MRK (ARROW)	EA	8		
678	7016	PAV SURF PREP FOR MRK (WORD)	EA	3		
680	7002	INSTALL HWY TRF SIG (ISOLATED)	EA	1		
		* TRAFFIC SIGNAL CONTROLLER	EA	1		
		* TRAFFIC SIGNAL CONTROLLER FOUNDATION	EA	1		
		* TRAFFIC SIGNAL CABINET	EA	1		
		* 18" P BASE CABINET RISER	EA	1		
		* CONFLICT MONITOR	EA	1		
		* UNINTERRUPTIBLE POWER SUPPLY	EA	1		
		* TOMAR PREMPTION DETECTOR	EA	4		
		* TOMAR CARD RACK, PHASE SELECTOR, AUXILIARY PANEL	EA	1		
		* TOMAR PREMPTION DETECTOR CABLE	LF	580		
		* MAST ARM DAMPING PLATE	EA	4		
		* REGULATORY SIGN PANEL - (R10-17T) (30"X30")	EA	4		
682	7001	VEH SIG SEC (12 IN) LED (GRN)	EA	4		

MATERIALS FOR TRAFFIC SIGNAL INSTALLATION AT 9TH STREET NORTH AND 25TH AVENUE NORTH

ITEM	DESC CODE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
682	7002	VEH SIG SEC (12 IN) LED (GRN ARW)	EA	4		
682	7003	VEH SIG SEC (12 IN) LED (YEL)	EA	4		
682	7004	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	8		
682	7005	VEH SIG SEC (12 IN) LED (RED)	EA	4		
682	7006	VEH SIG SEC (12 IN) LED (RED ARW)	EA	4		
682	7018	PED SIG SEC (LED) (COUNTDOWN)	EA	6		
682	7052	BACK PLATE (12 IN) (3 SECT)	EA	12		
682	7053	BACK PLATE (12 IN) (4 SECT)	EA	4		
684	7007	TRF SIG CBL (TY A) (12 AWG) (2 CONDR)	LF	700		
684	7008	TRF SIG CBL (TY A) (12 AWG) (3 CONDR)	LF	1150		
684	7009	TRF SIG CBL (TY A) (12 AWG) (4 CONDR)	LF	700		
684	7012	TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	LF	2000		
685	7001	INSTALL RDS FLASH BEACON ASSEMBLY	EA	2		
686	7034	INS TRF SIG PL AM(S)1 ARM (32') ILSN	EA	1		
686	7042	INS TRF SIG PL AM(S)1 ARM (40') ILSN	EA	3		
687	7001	PED POLE ASSEMBLY	EA	3		
688	7001	PED DETECT PUSH BUTTON (APS)	EA	6		
		* SIGN, PED. WALK SMB. WDIR ARROW (R10-3eR)(9"X15")	EA	3		
		* SIGN, PED. WALK SMB. WDIR ARROW (R10-3eL)(9"X15")	EA	3		
6001	7001	ILSN (6 S), "9TH ST N"	EA	2		
6001	7001	ILSN (6 S), "25TH AVE N"	EA	2		
6017	7015	VIDEO IMAGING AND RADAR DETECTOR (NOTRAFFIC)	EA	4		
6017	7016	VIDEO IMAGING AND RADAR SET-UP SYS (NOTRAFFIC)	EA	1		
6017	7017	VID IMAGE AND RADAR COM CABLE (3C 16) (NOTRAFFIC)	LF	625		
6017	7018	VID IMAGE AND RADAR DET PROCESSOR SYS	EA	1		
GRAND TOTAL:						

City of Texas City
Traffic Signal Installation Project

IT IS EXPRESSLY UNDERSTOOD AND AGREED that if said Principal should withdraw its Bid at any time after such Bid is opened but before official rejection of such Bid or, if successful in securing the award thereof, said Principal should fail to enter into the Contract and furnish satisfactory Performance Bond and Payment Bond, if required, the Obligee, in either of such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.

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

IN WITNESS WHEREOF, the said Principal and Surety do sign and seal this instrument this _____ day of _____, 20____.

Principal

Surety

By: _____

By: _____

Address: _____

Address: _____

PERFORMANCE BOND

STATE OF TEXAS

COUNTY OF GALVESTON

KNOW ALL MEN BY THESE

PRESENTS:

THAT WE, _____, as Principal, (the "Contractor"), and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of Texas City (the "City"), a municipal corporation, in the penal sum \$ _____ (\$ _____) for the payment of which sum, well and truly to be made to the City, its successors and assigns, Contractor and Surety to bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a contract in writing with the City for:

*Traffic Signal Installation Project
6th Street North and 9th Avenue North
&
9th Street North and 25th Avenue North
ITB #2026-013*

all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Commission, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform the Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract documents referred to therein and shall comply strictly with each and every provision of the Contract and with this Bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect. Should the Contractor fail to faithfully and strictly perform the Contract in all its terms, including but not limited to the indemnifications thereunder, the Surety

shall be liable for all damages, losses, expenses and liabilities that the City may suffer in consequence thereof, as more fully set forth herein.

IT IS FURTHER PROVIDED herein that pursuant to this undertaking, the Principal hereof and the Surety shall both be bound for such period of warranty as shall be expressed and set out in the General Conditions of Agreement, under the terms and conditions thereof for a period of one (1) year as is provided for in Chapter 2253, Texas Government Code, as amended.

It is further understood and agreed that the Surety does hereby relieve the City or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, and the Surety agrees that it shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City will retain certain amounts due the Contractor until the expiration of 30 days from the acceptance of the Work is intended for the City's benefit, and the City will have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract documents and in the Work to be done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any extension of time, any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this Bond and undertaking or release the Surety therefrom.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify, defend and save harmless the City from any liability, loss, cost, expense, or damage arising out of Contractor's performance of the Contract.

If the City gives Surety notice of Contractor's default, Surety shall, within 45 days, take one of the following actions:

City of Texas City
Traffic Signal Installation Project

1. Arrange for Contractor, with consent to the City, to perform and complete the Contract; or
2. Take over and assume completion of the Contract itself, through its agents or through independent contractors, and become entitled to the payment of the balance of the Contract Price.

If the Surety fails to take either of the actions set out above, it shall be deemed to have waived its right to perform and complete the Contract and receive payment of the balance of the Contract Price and the City shall be entitled to enforce any remedies available at law, including but not limited to completing the Contract itself and recovering any cost in excess of the Original Contract price from the Surety.

This Bond and all obligations created hereunder shall be performable in Galveston County, Texas. This Bond is given in compliance with the provisions of Chapter 2253, Texas Government Code, as amended, which is incorporated herein by this reference.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other Party at the address prescribed in the Contract documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

City of Texas City
Traffic Signal Installation Project

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)
Witness: (if not a corporation)
By: _____
Name: _____
Title: _____

Name of Contractor
By: _____
Name: _____
Title: _____
Date: _____

ATTEST/SURETY WITNESS:

Full Name of Surety

(SEAL)

Address of Surety for Notice

Telephone Number of Surety:

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Attorney in Fact
Date: _____

PAYMENT BOND

STATE OF TEXAS

COUNTY OF GALVESTON

KNOW ALL MEN BY THESE

PRESENTS:

THAT WE, _____, as Principal, (the "Contractor"), and the other subscriber hereto, _____, as Surety, do hereby acknowledge ourselves to be held and firmly bound to City of Texas City (the "City"), a municipal corporation, in the penal sum \$ _____ (\$ _____) for the payment of which sum, well and truly to be made to the Owner, its successors and assigns, Contractor and Surety to bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a contract in writing with the Owner for

*Traffic Signal Installation Project
6th Street North and 9th Avenue North
&
9th Street North and 25th Avenue North
ITB #2026-013*

all of such work to be done as set out in full in said Contract documents therein referred to and adopted by the City Commission, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW, THEREFORE, if the said Contractor shall pay all claimants supplying labor and materials to him or a Subcontractor in the prosecution of the Work provided for in the Contract, then, this obligation shall be void; otherwise the same is to remain in full force and effect;

PROVIDED HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this Bond shall be

City of Texas City
Traffic Signal Installation Project

determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)
Witness: (if not a corporation)
By: _____
Name: _____
Title: _____

Name of Contractor
By: _____
Name: _____
Title: _____
Date: _____

ATTEST/SURETY WITNESS:

(SEAL)

Full Name of Surety

Address of Surety for Notice

Telephone Number of Surety

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: Attorney in Fact
Date: _____

STANDARD FORM OF AGREEMENT

STATE OF TEXAS

COUNTY OF GALVESTON

THIS AGREEMENT, made and entered into this, the _____ day of _____, A.D. 20__ , by and between the City of Texas City, Texas, of the County of Galveston and State of Texas, duly incorporated and existing under and by virtue of the Constitution and the laws of the State of Texas, acting by and through the undersigned Mayor of the City of Texas City, Texas, thereunto duly authorized to do so, hereinafter referred to as “Owner”, and _____, a corporation duly authorized to do business and existing under the laws of the State of Texas, acting by and through a duly authorized officer thereof as attested to by the Secretary of said corporation of the City of _____, County of _____, State of _____, hereinafter referred to as “Contractor”.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the Owner, and under the conditions expressed in the bond(s) bearing even date herewith (if any), the Contractor hereby agrees with the Owner to commence and complete the construction of certain improvements described as follows:

***Traffic Signal Installation Project
6th Street North and 9th Avenue North
&
9th Street North and 25th Avenue North
ITB #2026-013***

and all necessary work of every kind or nature, including all extra work in connection therewith necessary to complete said improvements, under the terms as stated in the contract documents, including the General Conditions of Agreement, and, at its own proper cost and expense, to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the conditions and prices stated in the Proposal attached hereto, and in accordance with the

*City of Texas City
Traffic Signal Installation Project*

Notice to Bidders, General Instructions to Bidders, General and Special Conditions of Agreement, plans and other drawings and printed or written explanatory matter thereof, and the Specifications and addenda therefore, as prepared by Traff Data & Associates, Inc., hereinafter called "PROFESSIONAL", each of which has been identified by the CONTRACTOR and the PROFESSIONAL, together with CONTRACTOR's written Proposal, the General Conditions of Agreement and the Performance and Payment Bonds hereto attached, all of which are made a part hereof and collectively evidence and constitute the entire Contract.

The CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to it and to complete the same within the time specified in the contract documents, subject to such extensions of time as shall be specified in the General and Special Conditions of Agreement or shall have been specifically agreed to in writing by the parties hereto, which writing shall be attached to this Contract as a part hereof.

The Owner agrees to pay the CONTRACTOR in current funds for the performance of the Contract in accordance with the Proposal submitted therefor, which forms a part of this Contract, subject to additions and deductions as provided in the contract documents, and to make payment on account thereof as provided therein.

The undersigned persons executing this Contract and all other documents executed simultaneously herewith, do certify and attest that they are executing the same in their capacity as herein stated as the act and deed of the municipality and that they have authority to do so under the terms of the Charter, By-laws and resolutions of said municipality and that, unless more specifically set out in the Charter or By-laws of said municipality, the following is an excerpt of the official minutes of said municipality as found and contained in the official minute book of said municipality:

"RESOLVED that the honorable Dedrick Johnson, Sr., holding the office of Mayor, is authorized to execute, for and on behalf of this municipality, a Contract with the City of Texas City, Texas."

City of Texas City
Traffic Signal Installation Project

IN WITNESS WHEREOF, the honorable Mayor of the City of Texas City, Texas, and Director of Finance of the City of Texas City, Texas, hereunto, has executed this Agreement in the year and date first above written, under the authority granted to them under the provisions of Resolution No. _____, a Resolution duly enacted by the City Commissioners of the City of Texas City, Texas.

MAYOR, City of Texas City, Texas

Director of Finance

City of Texas City
Traffic Signal Installation Project

IN WITNESS WHEREOF, the undersigned officers of the corporation, whose names are hereinafter set out, do certify and attest that they have executed this Agreement in their capacities as herein stated, for and on behalf of said corporation, and that they have authority to do so under specific authorization granted to them under the Charter or By-laws of said corporation or, if said Charter and By-laws are silent, then under authority granted to them under a resolution duly adopted by the Board of Directors of said corporation, as set out in the official minute book of said corporation, and an excerpt of said resolution is herein previously set out.

CONTRACTING CORPORATION
(CONTRACTOR)

Officer

Office Held

ATTEST:

Secretary

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

Insert Contractor's Insurance

City of Texas City
Traffic Signal Installation Project

Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addresses to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the _____ day of _____, 20___, and have attached current Power of Attorney.

ATTEST, SEAL: (if a corporation)

WITNESS: (if not a corporation)

(Name of Contractor)

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

ATTEST/ SURETY WITNESS: (SEAL)

(Full Name of Surety)

(Address of Surety for Notice)

(Telephone Number of Surety)

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

GENERAL CONDITIONS OF AGREEMENT

1. DEFINITIONS AND INTERPRETATION

1.01 **OWNER, CONTRACTOR AND PROFESSIONAL.** The Owner, the CONTRACTOR and the PROFESSIONAL are those persons or organizations identified as such in the Agreement. The term PROFESSIONAL means a person authorized to act as a representative of the entity designated by the Owner to provide engineering or other PROFESSIONAL services required in connection with the preparation and performance of this Contract.

1.02 **CONTRACT DOCUMENTS.** The contract documents shall consist of all of the documents contained, assembled and bound with these General Conditions of Agreement, including, whether or not labeled as such, Notice to Bidders (Advertisement), General Instructions to Bidders, Subcontractors and Major Suppliers Form, Bid Proposal, signed Agreement, Performance, Payment and One Year Maintenance Bonds (if required), Special Bonds (when required), General Conditions of Agreement, Special Conditions of Agreement (if any), Insurance Certificate, Technical Specifications, Plans and all modifications thereof incorporated in any of the documents before the execution of the Agreement, and any other document, whether or not labeled, which shall become a part of the set of documents bound together with the General Conditions of Agreement.

The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. Any conflicts between any of the contract documents shall be resolved first by reference to these General Conditions of Agreement; and in the event the General Conditions of Agreement do not address such conflict, then the designated PROFESSIONAL shall resolve any conflict by a written interpretation, copies of which shall be forwarded to all parties to the Contract, and the original shall be attached to and shall become a part of these General Conditions of Agreement and thus a part of the contract documents.

1.03 **SUBCONTRACTOR.** The term "subcontractor", as employed herein, includes only those having a direct contract with the CONTRACTOR for performance of work on the project contemplated by these contract documents. Owner shall have no responsibility to any subcontractor employed by CONTRACTOR for performance of work on the project contemplated by these contract documents, and any such subcontractor shall look exclusively to CONTRACTOR for any payments due subcontractor.

1.04 **WRITTEN NOTICE.** Written Notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by Certified Mail, Return Receipt Requested, to the last known business address or registered office of such individual, firm or corporation.

1.05 **WORK.** Unless otherwise stipulated, the CONTRACTOR shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, services, insurance, and all water, light, power, fuel, transportation and all other facilities or services of any nature whatsoever necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new, and both workmanship and materials shall be of good quality. The Contractor shall, if required by the PROFESSIONAL as representative of the Owner, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words which so applied have well-known, technical or trade meaning

shall be held to refer to such recognized standards. All work shall be done and all materials shall be furnished in strict conformity with the contract documents.

1.06 EXTRA WORK. The term "Extra Work", as used in this Contract, shall be understood to mean and include all work that may be required by the PROFESSIONAL as representative of the Owner, to be done by the CONTRACTOR to accomplish any change, alteration or addition to the work shown upon the plans or reasonably implied by the specifications, and which shall, prior to the commencement of such work, be authorized in writing by the PROFESSIONAL.

1.07 WORKING DAY. A "working day" is defined as any day not including Saturdays, Sundays or any legal holidays, in which weather or other conditions not under the control of the CONTRACTOR, will permit construction of the principal units of the work for a period of not less than seven (7) hours between 7:00 a.m. and 6:00 p.m.

1.08 CALENDAR DAY. A "calendar day" is any day of the week or month, no days being excepted.

1.09 INTERPRETATION OF WORDS AND PHRASES. Whenever the words "directed", "permitted", "designated", "required", "considered necessary", "prescribed" or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the PROFESSIONAL as the Owner's representative is intended. Similarly, the words "approved", "acceptable", "satisfactory" or words of like import shall mean that no exception is taken, but does not relieve CONTRACTOR of responsibility for performance of project requirements.

Whenever in the Specifications or drawings accompanying this Agreement, the terms of description of various qualities relative to finish, workmanship or other qualities of similar kind which cannot, from their nature, be specifically and clearly described and specified, but are necessarily described in general terms, the fulfillment of which must depend on individual judgment, then, in all such cases, any question of the fulfillment of said Specifications shall be decided by the PROFESSIONAL as the Owner's representative, and said work shall be done in accordance with his interpretations of the meaning of the words, terms or clauses defining the character of the work.

1.10 SPECIAL CONDITIONS. In the event special conditions are contained herein as part of the contract documents and said special conditions conflict with any of the general conditions contained in this Contract, then in such event the special conditions shall control.

2. RIGHTS AND RESPONSIBILITIES OF THE OWNER

2.01 ADEQUACY OF DESIGN. It is understood that the Owner believes it has employed competent Professionals and/or designers. It is, therefore, agreed that the Owner shall be responsible for the adequacy of the design, sufficiency of the contract documents, the safety of the structure and the practicability of the operations of the completed project, provided that the CONTRACTOR has complied with the requirements of the said contract documents, all approved modifications thereof and additions and alterations thereto approved in writing by the Owner. The burden of proof of such compliance shall be upon the CONTRACTOR to show that he has complied with the requirements of the contract documents and approved modifications thereof and all approved additions and alterations, thereto, as the same shall have been interpreted by the PROFESSIONAL.

2.02 RIGHT OF ENTRY. The Owner reserves the right to enter the property or location on which the work herein contracted for is to be constructed or installed, for itself or such agent or agents as it may select, for the purpose of inspecting the work, or for the purpose of constructing or installing such collateral work as the Owner may desire. The Owner shall have the right to make inspections at all reasonable times, and the CONTRACTOR shall have no cause to complain if his work shall be delayed by reason of such inspection, construction or installation of collateral work.

2.03 OWNERSHIP OF DRAWINGS. All drawings, specifications and copies thereof furnished by the PROFESSIONAL shall not be reused on other work and, with the exception of the sets forming the part of the signed contract documents, are to be returned to the PROFESSIONAL on request at the completion of the work. All models are the property of the Owner.

2.04 CHANGES AND ALTERATIONS. The CONTRACTOR further agrees that the Owner may make such changes and alterations as the Owner may see fit, in the line, grade, form, dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of construction, without affecting the validity of this Contract and the accompanying Performance and Payment Bonds.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages or anticipated profits on the work that may be dispensed with. If the amount of work is increased and the work can fairly be classified under the specifications, such increase shall be paid for according to the quantity actually done and at the unit price, if any, established for such work under this Contract, except as hereinafter provided for unit price items under Article 6 of this Contract; otherwise, such additional work shall be paid for as provided under Article 7 hereof for Extra Work. In case the Owner shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the Owner shall compensate the CONTRACTOR for any material or labor so used and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the work as originally planned.

2.05 DAMAGES. In the event the CONTRACTOR is damaged in the course of the completion of the work by the act, negligence, omission, mistake or default of the Owner or of the PROFESSIONAL or of any other CONTRACTOR employed by the Owner upon the work, thereby causing loss to the CONTRACTOR, the Owner agrees that he will reimburse the CONTRACTOR for such loss. In the event the Owner is damaged in the course of the work by the act, negligence, omission, mistake or default of the CONTRACTOR, or should the CONTRACTOR unreasonably delay the progress of the work being done by others on the job so as to cause loss for which the Owner becomes liable, then the CONTRACTOR shall reimburse the Owner for such loss.

3. RIGHTS AND RESPONSIBILITIES OF THE PROFESSIONAL

3.01 OWNER-PROFESSIONAL RELATIONSHIP. The PROFESSIONAL shall serve as the Owner's representative during construction. The duties, responsibilities and limitations on the authority of the PROFESSIONAL as the Owner's representative during construction are set forth in the contract documents; and the PROFESSIONAL shall not have authority to extend the Owner's liability or to bind the Owner for any additional liability of any nature whatsoever without the written consent of the Owner. The PROFESSIONAL shall constantly advise the Owner as to the

progress of the work, and any instructions by the Owner to the CONTRACTOR shall be issued through the PROFESSIONAL.

It is the intent of this Agreement that there shall be no delay in the execution of the work; therefore, written decisions or directions rendered by the PROFESSIONAL as the Owner's representative shall be promptly carried out, and any claim arising therefrom shall be adjusted as hereinafter provided. Unless otherwise specified, it is mutually agreed between the parties to this Agreement that the PROFESSIONAL shall review all work included herein and shall have the authority to issue written stop work orders whenever such stoppage may be necessary to insure the proper execution of this Contract.

3.02 KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE. The PROFESSIONAL shall furnish the CONTRACTOR two (2) sets of Plans and Specifications without expense to the CONTRACTOR, and the CONTRACTOR shall keep one copy of the same constantly accessible on the job site, with the latest revisions noted thereon. Additional sets can be provided to the CONTRACTOR at his request for the fee set in the Notice to Bidders. The CONTRACTOR shall be responsible for preserving the Plans and Specifications for reference and review by the Owner or the PROFESSIONAL.

3.03 PRELIMINARY APPROVAL. The PROFESSIONAL shall not have the power to waive the obligations imposed under this Contract for the furnishing by the CONTRACTOR of good material, and for performing good work as herein described, and in full accordance with the Plans and Specifications, without alteration, deletion or change. No failure or omission of the PROFESSIONAL to discover, object to or condemn any defective work or material shall release the CONTRACTOR from the obligation to fully and properly perform the Contract, including without limitation, the obligation to at once tear out, remove and properly replace any defective work or material at any time prior to final acceptance, upon discovery of such defective work or material; provided, however, that the PROFESSIONAL shall, upon request of the CONTRACTOR, inspect and accept or reject any material furnished, and in the event the material has been once accepted by the PROFESSIONAL, such acceptance shall be binding on the Owner, unless it can be clearly shown that such material furnished does not meet the specifications for this work.

Any questioned work may be ordered taken up or removed for re-examination by the PROFESSIONAL prior to final acceptance, and if found not to be in accordance with the specifications for said work, all expense of removing, re-examination and replacement shall be borne by the CONTRACTOR; otherwise the expense thus incurred shall be allowed as Extra Work and shall be paid for by the Owner, provided that where inspection or approval is specifically required by the Specifications prior to performance of certain work, should the CONTRACTOR proceed with such work without requesting prior inspection or approval, he shall bear all expense of taking up, removing and replacing this work if so directed by the PROFESSIONAL.

3.04 OBSERVATIONS BY PROFESSIONAL. The PROFESSIONAL shall make periodic visits to the site to observe the progress and quality of the executed work and to determine if such work generally meets the essential performance and design features and the technical, functional and/or Professional requirements of the contract documents, and is in all other respects being performed in compliance with the contract documents. However, the PROFESSIONAL shall not be responsible for making any detailed, exhaustive, comprehensive or continuous on-site observations to check the quality and/or quantity of the work, nor shall the PROFESSIONAL be in

any way responsible, directly or indirectly, for the construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident to the work being performed or any part thereof. The PROFESSIONAL shall use reasonable care to prevent deviation from the intent and substance of the contract documents by the CONTRACTOR in the performance of the work and any part thereof and, on the basis of such on-site observations, will keep the Owner informed of the progress of the work and will endeavor to guard the Owner against defects and deficiencies in the work of the CONTRACTOR. Notwithstanding any other provision of this Agreement or any other contract document, the PROFESSIONAL shall not be in any way responsible or liable for any acts, errors, omissions or negligence of the CONTRACTOR, any subcontractors' agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the work.

3.05 LINES AND GRADES. The CONTRACTOR shall employ a surveyor licensed in the state of Texas to provide all lines, grade and construction staking.

3.06 DETERMINATION OF QUESTIONS AND DISPUTES. In order to prevent delays and disputes and to discourage litigation, it is agreed that the PROFESSIONAL shall, in all cases, determine the amounts and quantities of the several kinds of work which are to be paid for under this Contract. The PROFESSIONAL shall determine all questions in relation to said work and the construction thereof, as well as all claims, disputes and other matters in question between the CONTRACTOR and the Owner relating to the execution or progress of the work or the interpretation of the contract documents. In the event the PROFESSIONAL shall become aware of or shall receive information that there is a dispute or a possible dispute as to the reasonable interpretation of the terms and conditions of the contract documents, or any other dispute, claim or question, the PROFESSIONAL shall, within a reasonable time, provide a written interpretation of the contract documents or a written decision on all claims of the parties hereto and on all questions arising relative to the execution of the work, copies of which shall be delivered to all parties to the Contract, and the original thereof shall become a part of the contract documents and shall be binding and final as to all parties to the Contract.

3.07 OBJECTIONS. In the event the PROFESSIONAL renders any decision which, in the opinion of either the Owner or the CONTRACTOR, is not in accordance with the meaning and intent of this Contract, either party may, within thirty (30) days of receipt of such decision, file its written objection to the decision with the PROFESSIONAL; and the PROFESSIONAL shall, upon receipt of such written objection and within thirty (30) days thereafter, review the same and render a written affirmation or modification of the original interpretation, which shall become a part of the contract documents. Either party who shall remain aggrieved after the PROFESSIONAL has rendered his affirmation or modification of his previous decision, shall have the right, within a period not to exceed sixty (60) days after the PROFESSIONAL has filed his affirmation or modification of the decision with the City Secretary, to file suit in the District Court of Galveston County, seeking a declaratory judgment or other relief to determine the intent of the contract documents. If any aggrieved party shall fail to file such a petition with the District Court within the time specified, the decision of the PROFESSIONAL shall become final and binding and non-appealable.

3.08 RECOMMENDATION OF PAYMENT. The PROFESSIONAL shall review the CONTRACTOR's application for payment and supporting documents, shall determine the amount owed to the CONTRACTOR and shall provide written recommendation to the Owner for payment to

the CONTRACTOR in such amount. Such recommendation of payment to CONTRACTOR shall constitute a representation to the Owner of the PROFESSIONAL's judgment that the work has progressed to the point indicated, to the best of his knowledge, information and belief; however, such recommendation of an application for payment to CONTRACTOR shall not be deemed to be a representation by the PROFESSIONAL that any examination has been made to determine how or for what purpose CONTRACTOR has used the monies paid on account of the contract price. As a condition of final payment, the CONTRACTOR shall execute an Agreement for Final Payment and CONTRACTOR's Sworn Release, in a form as included herein and made a part of these contract documents, being its agreement to accept the amount recommended by the PROFESSIONAL as full payment for the work that has been completed as set out in the CONTRACTOR's application for payment and supporting data.

4. RIGHTS AND RESPONSIBILITIES OF THE CONTRACTOR

4.01 INDEPENDENT CONTRACTOR. CONTRACTOR is, and shall remain, an independent CONTRACTOR, solely responsible for the manner and method of completing the work under this Contract, with full and exclusive power and authority to direct, supervise and control his own employees and to determine the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements or any other property abutting or adjoining the work area, the Owner and PROFESSIONAL being interested only in the result obtained and conformity of such completed improvements to the Plans, Specifications and Contract. The fact that the Owner or PROFESSIONAL as the Owner's representative shall have the right to observe CONTRACTOR's work during his performance and to carry out the other prerogatives which are expressly reserved to and vested in the Owner and the PROFESSIONAL hereunder, is not intended to and shall not at any time change or affect the status of the CONTRACTOR as an independent CONTRACTOR with respect to either the Owner or the PROFESSIONAL as the Owner's representative or to the CONTRACTOR's own employees or to any other person, firm or corporation.

4.02 CONTRACTOR'S UNDERSTANDING. It is understood and agreed that the CONTRACTOR has, by careful examination, satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, the general and local conditions, and all other matters which in any way affect the work under this Contract. It is further understood that the CONTRACTOR has satisfied himself as to the terms, meaning and intent of all of the contract documents and understands the meanings of all parts of such documents or other factors affecting the work, which were not previously understood. No verbal agreement or conversation with any officer, agent or employee of the Owner or the PROFESSIONAL, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations herein contained.

4.03 LAWS AND ORDINANCES. The CONTRACTOR shall at all times observe and comply with all federal, state or local laws, ordinances and regulations, regardless of whether the same are adopted before or after the execution of this Contract, which in any manner affect the Contract or the work, and shall indemnify, save and hold harmless the Owner and the PROFESSIONAL against any claim arising out of the violation of any such laws, ordinances and regulations, whether by the CONTRACTOR or his employees. If the CONTRACTOR observes that the Plans and Specifications are at variance with federal or state laws or the ordinances or

regulations of the City, he shall promptly notify the PROFESSIONAL in writing, and any necessary changes shall be made as provided in the Contract for changes in the work. If the CONTRACTOR performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the PROFESSIONAL, he shall bear all costs arising therefrom.

The Owner is a municipal corporation of the State of Texas, and the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the Owner may enter into contracts, shall be controlling and shall be considered as part of this Contract to the same effect as though embodied herein. The Code of Ordinances of the City and other applicable regulations of the OWNER shall be deemed to be embodied in this Contract.

4.04 ASSIGNMENT AND SUBLETTING. The CONTRACTOR further agrees that he will retain personal control and will give his personal attention to the fulfillment of this Contract and that he will not assign, by power of attorney or otherwise, or sublet said Contract without the written consent of the PROFESSIONAL, and that no part or feature of the work will be sublet to anyone objectionable to the PROFESSIONAL or the Owner. In addition, the Owner reserves the right to disapprove the subletting of this Contract or any portion hereof on any basis whatsoever. The CONTRACTOR further agrees that the subletting of any portion or feature of the work or materials required in the performance of this Contract shall not relieve the CONTRACTOR from his obligations to the Owner, as provided for by this Agreement. Under no conditions and unless approved by the City, shall the CONTRACTOR sublet more than fifty percent of the work under this Contract.

4.05 PERFORMANCE AND PAYMENT BONDS. In the event the contract price shall be in excess of \$100,000.00, the CONTRACTOR shall execute a Performance Bond in the sum of one hundred percent (100%) of the total contract price, which shall be increased at any time to cover any change orders, additives or add-ons, in accordance with Chapter 2253, Texas Government Code, as amended. In the event the contract price shall be in excess of \$50,000.00, the CONTRACTOR shall execute a Payment Bond in the sum of one hundred percent (100%) of the total contract price, which shall be increased at any time to cover any change orders, additives or add-ons, in accordance with Chapter 2253, Texas Government Code, as amended. If the contract price does not exceed the amounts stated above, the statutory bonds will not be required. All required bonds shall be submitted on forms supplied by the Owner for this purpose, guaranteeing the faithful performance of the work and fulfillment of any guarantees required, and further guaranteeing payment to all persons supplying labor and materials or furnishing him any equipment in the execution of the Contract. It is agreed that the Contract shall not be in effect until such Performance and Payment Bonds are furnished by the Contractor and approved by the Owner.

Each such bond shall be executed by a corporate surety or corporate sureties duly authorized to do business in the State of Texas. The cost of the premium for the Performance and Payment Bonds shall be included in the CONTRACTOR's Proposal.

4.06 INSURANCE. Minimum insurance requirements for CONTRACTOR awarded this Contract shall be as follows:

- (1.) Worker's Compensation. Worker's Compensation Insurance as defined by the Texas Worker's Compensation Act.

A. Definitions:

Certificate of coverage (“certificate”) - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory worker’s compensation insurance coverage for the person’s or entity’s employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the CONTRACTOR’s/person’s work on the project has been completed and accepted by the City of Texas City.

Persons providing services on the project (“subcontractor” in §406.096) - includes all persons or entities performing all or part of the services the CONTRACTOR has undertaken to perform on the project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent CONTRACTORS, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. “Services” include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.

- B. The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.01(44) for all employees of the CONTRACTOR providing services on the project, for the duration of the project.
- C. The CONTRACTOR must provide a certificate of coverage to the City of Texas City prior to being awarded the contract.
- D. If the coverage period shown on the CONTRACTOR’s current certificate of coverage ends during the duration of the project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with the City of Texas City showing that coverage has been extended.
- E. The CONTRACTOR shall obtain from each person providing services on a project, and provide to the City of Texas City:
 - (1.) A certificate of coverage, prior to that person beginning work on the project, so that the City of Texas City will have on file certificates of coverage showing coverage for all persons providing services on the project; and

- (2.) No later than seven days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The CONTRACTOR shall notify the City of Texas City in writing by certified mail or personal delivery, within 10 days after the CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The CONTRACTOR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Worker's Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- I. The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project to:
- (1.) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project.
 - (2.) Provide to the CONTRACTOR, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - (3.) Provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (4.) Obtain from each other person with whom it contracts, and provide to the CONTRACTOR:
 - a. A certificate of coverage, prior to the other person beginning work on the project; and
 - b. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

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- (5.) Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6.) Notify the City of Texas City in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7.) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. CONTRACTOR shall provide a waiver of subrogation in the name of the City of Texas City.
- K. By signing this contract or providing or causing to be provided a certificate of coverage, the CONTRACTOR is representing to the City of Texas City that all employees of the CONTRACTOR who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- L. The CONTRACTOR's failure to comply with any of these provisions is a breach of contract by the CONTRACTOR which entitles the City of Texas City to declare the contract void if the CONTRACTOR does not remedy the breach within ten days after receipt of notice of breach from the City of Texas City.
- (2.) Comprehensive General Liability: Comprehensive General Liability (including Premises/Operations; Independent CONTRACTORS; Products and Completed Operations; Broad Form Property Damage; Blanket Contractual):
- A. Bodily Injury and Property Damage:
 - General Aggregate Limits: \$1,000,000
 - Products/Completed Operations Aggregate Limits: \$1,000,000
- (3.) Business Automobile Liability: Business Automobile Liability (including non-owned and lease vehicles):
- A. Bodily Injury: \$1,000,000
Each Person

- B. Property Damage: \$1,000,000
Each Accident
- (4.) Contractual Endorsement: The Contractual Liability shall provide coverage for not less than the following amounts:
- A. Bodily Injury: \$1,000,000
Each Occurrence
- B. Property Damage: \$1,000,000
Each Occurrence
- (5.) OWNER's Insurance: CONTRACTOR shall provide insurance for the Owner as follows:
- A. The City of Texas City, the PROFESSIONAL, their agents and employees shall be named as an Additional Insured under the General Liability and Automobile Policies. A copy of the endorsements shall be furnished to the City.
- (6.) Property Insurance: As Indicated.
- (7.) Umbrella Liability Policy: CONTRACTOR shall purchase and maintain Excess and Liability Insurance *Umbrella) in a form following the underwritten coverage in an amount of \$2,000,000 each occurrence and \$2,000,000 aggregate.
- (8.) Settlement of Insurance Claims: Losses insured under policies that include Owner as a named insured shall be adjusted with Owner and made payable to Owner as trustee for the insured, as their interests may appear.
- (9.) The Owner, the PROFESSIONAL, their agents and employees, must be named as one of the insured in each of the above coverages.
- (10.) The usual ten-day cancellation notice clause may be inserted in all coverages where appropriate and customary.
- (11.) All coverages must be with companies acceptable to the Owner. The CONTRACTOR will furnish the Owner with a copy of each insurance policy required in connection with this work if requested by the Owner.

In the event the CONTRACTOR shall fail to provide insurance as herein required, or be subject to claim, demand or litigation growing out of or arising from a claim not contemplated herein, such failure on the part of the CONTRACTOR shall not serve to release or in any way discharge or shift the liability of the CONTRACTOR to the PROFESSIONAL or Owner; but the CONTRACTOR does herein agree to indemnify and hold the PROFESSIONAL and Owner harmless from any and all claims growing out of or arising by reason of any of the circumstances herein enumerated, or any other claims or demands made by any person, growing out of or arising by reason of the work performed by the CONTRACTOR.

The CONTRACTOR shall defend, indemnify and hold harmless the Owner and the PROFESSIONAL and their respective officers, agents and employees, from and against all damages, claims, losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, arising out of or resulting from the performance of the work, provided that any such damages, claim, loss, demand, suit, judgment, cost or expense:

- (1.) Is attributable to bodily injury, sickness, disease or death to or injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and,
- (2.) Is caused in whole or in part by any negligent act or omission of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

4.07 PERMITS AND FEES. Unless otherwise provided in the Contract Documents, the CONTRACTOR shall secure and pay for all construction permits, licenses, and other inspections necessary for proper execution and completion of the Work and which are legally required at the time bids are received.

4.08 TEXAS STATE SALES TAX. Materials incorporated into this project are exempt from State Sales Tax according to provisions of the Texas Tax Code, Chapter 151, Subsection H.

The CONTRACTOR must obtain a limited sales, excise and use tax permit or exemption certificate which shall enable him to buy the materials to be incorporated into the work without paying the tax at the time of purchase.

4.09 CONTRACTOR'S DUTY AND SUPERINTENDENCE. The CONTRACTOR shall give adequate attention to the faithful prosecution and completion of this Contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to the PROFESSIONAL as the Owner's representative. The superintendent shall represent the CONTRACTOR in his absence and shall act as the employee or agent of the CONTRACTOR, and all directions given to him shall be binding as if given to the CONTRACTOR. Adequate supervision by competent and reasonable representatives of the CONTRACTOR is essential to the proper performance of the work, and lack of such supervision shall be grounds for suspending operations of the CONTRACTOR.

The work, from its commencement to completion, shall be under the exclusive charge and control of the CONTRACTOR, and all risk in connection therewith shall be borne by the CONTRACTOR. Neither the Owner nor the PROFESSIONAL as the Owner's representative will be responsible for the acts or omissions of the CONTRACTOR, its subcontractors or any of its agents or employees, or any other persons performing any of the work.

4.10 CHARACTER OF WORKERS. The CONTRACTOR agrees to employ only orderly and competent workers, skillful in the performance of the type of work required under this Contract, to do the work, and agrees that whenever the PROFESSIONAL shall inform him in writing that any worker or workers on the work are, in his opinion, incompetent, unfaithful or disorderly, or in the PROFESSIONAL's opinion, are not using their best efforts for the progress of the work, such worker

or workers shall be discharged from the work and shall not again be employed on the work without the PROFESSIONAL's written consent.

4.11 LABOR, EQUIPMENT, MATERIALS, CONSTRUCTION PLANT AND BUILDINGS. The CONTRACTOR shall provide all labor, tools, equipment, machinery and materials necessary in the prosecution and completion of this Contract where it is not otherwise specifically provided that the Owner shall furnish same; and further, the CONTRACTOR shall be responsible for the care, preservation, conservation and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, all means of construction and any and all parts of the work, whether the CONTRACTOR has been paid, partially paid or not paid for such work, until the entire work is completed and accepted.

Temporary buildings, structures for housing workers, or the erection of tents or other forms of protection, or structures for the use of the CONTRACTOR will be permitted only at such places as the PROFESSIONAL shall direct, and the sanitary conditions of the grounds in or about such structures shall at all times be maintained in a manner satisfactory to the PROFESSIONAL. Any structures of any nature constructed or erected by the CONTRACTOR for the purposes herein set out, shall be the sole responsibility of the CONTRACTOR as to the proper erection or construction thereof; and the CONTRACTOR agrees to indemnify and hold the PROFESSIONAL or Owner harmless from any claims of any nature whatsoever brought against either of them for damages allegedly sustained by anyone by reason of the erection, construction or maintenance of CONTRACTOR's buildings.

4.12 SANITATION. Necessary sanitary conveniences for the use of laborers on the work site, properly secluded from public observation, shall be constructed and maintained by the CONTRACTOR in such manner and at such points as shall be approved by the PROFESSIONAL, and their use shall be strictly enforced. Any structures of any nature constructed or erected by the CONTRACTOR for the purposes herein set out, shall be the sole responsibility of the CONTRACTOR as to the proper erection or construction thereof, and the CONTRACTOR agrees to indemnify and hold the PROFESSIONAL or Owner harmless from any claims of any nature whatsoever brought against either of them for damages allegedly sustained by anyone by reason of the erection, construction or maintenance of CONTRACTOR's buildings.

4.13 CLEANING AND MAINTENANCE. The CONTRACTOR shall at all times keep and maintain the premises free from accumulation of debris caused by the work, and at the completion of the work, he shall remove all such debris and also his tools, scaffolding and surplus materials and shall leave the work broom-clean or its equivalent. The work shall be left in good order and condition. In case of dispute, the Owner may remove the debris and charge the cost to the CONTRACTOR.

4.14 PERFORMANCE OF WORK. It is further agreed that it is the intent of this Contract that all work must be done and all material must be furnished in accordance with the generally accepted practice for such materials furnished or work completed.

4.15 RIGHT OF OWNER TO MODIFY METHODS AND EQUIPMENT. If at any time the methods or equipment used by the CONTRACTOR are found to be inadequate to secure the quality of work with the rate of progress required under this Contract, the Owner or the PROFESSIONAL as the Owner's representative may order the CONTRACTOR in writing to

increase their safety or improve their character and efficiency, and the CONTRACTOR shall comply with such order.

If at any time the working force of the CONTRACTOR is inadequate for securing the progress herein specified, the CONTRACTOR shall, if so ordered in writing, increase his force or equipment, or both, to such an extent as to give reasonable assurance of compliance with the schedule of progress.

4.16 LAYOUT OF WORK. Except as specifically provided herein, the CONTRACTOR shall be responsible for laying out all work and shall accomplish this work in a manner acceptable to the PROFESSIONAL.

4.17 SHOP DRAWINGS. The CONTRACTOR shall submit to the PROFESSIONAL, with such promptness as to cause no delay in his own work or in that of any other CONTRACTOR, six (6) checked copies, unless otherwise specified, of all shop and/or setting drawings and schedules required for the work of the various trades. CONTRACTOR will check and approve shop drawings for compliance with requirements of Contract and will so certify by stamp on each drawing prior to submittal to PROFESSIONAL. Any drawings submitted without CONTRACTOR's stamp of approval will not be considered and will be returned to him for proper submission. The PROFESSIONAL shall pass upon them with reasonable promptness, making desired correction. The CONTRACTOR shall make any corrections required by the PROFESSIONAL, file with him two (2) corrected copies and furnish such other copies as may be needed. The PROFESSIONAL's approval of such drawings or schedules shall not relieve the CONTRACTOR from responsibility for deviations from drawings or specifications, unless he has, in writing, called the PROFESSIONAL's attention to such deviations at the time of the submission, and the PROFESSIONAL has acknowledged such deviations in writing, nor shall it relieve him from responsibility for errors of any sort in shop drawings or schedules. It shall be the CONTRACTOR's responsibility to fully and completely review all shop drawings to ascertain their effect on his ability to perform the required contract work in accordance with the Plans and Specifications and within the contract time.

Such review by the PROFESSIONAL shall be for the sole purpose of determining the sufficiency of said drawings or schedules to result in finished improvements in conformity with the Plans and Specifications, and shall not relieve the CONTRACTOR of his duty as an independent CONTRACTOR as previously set forth, it being expressly understood and agreed that the PROFESSIONAL does not assume any duty to pass upon the propriety or adequacy of such drawings or schedules, or any means or methods reflected thereby, in relation to the safety of either person or property during CONTRACTOR's performance hereunder, and any action taken by the PROFESSIONAL shall not relieve the CONTRACTOR of his responsibility and liability, as set out in the contract documents.

4.18 PROFESSIONAL-CONTRACTOR RELATIONSHIP; OBSERVATIONS. It is agreed by the CONTRACTOR, that the PROFESSIONAL, as the Owner's representative, and/or the Owner shall be and is authorized to appoint such subordinate Professionals, supervisors or observers as said PROFESSIONAL and/or the Owner may from time to time deem proper to observe the materials furnished and the work done under this Agreement, and to see that said materials is furnished and said work is done in accordance with the specifications. The CONTRACTOR shall furnish all reasonable aid and assistance required by the subordinate Professionals, supervisors or observers for the proper observation and examination of the work. The CONTRACTOR shall

regard and obey the directions and instructions of any subordinate Professionals, supervisors or observers so appointed, when such directions and instructions are consistent with the obligations of this Agreement and accompanying Plans and Specifications, provided, however, should the CONTRACTOR object to any orders by any subordinate Professional, supervisor or observer, the CONTRACTOR may, within six (6) days, make written appeal to the PROFESSIONAL for his decision.

4.19 OBSERVATION AND TESTING. The Owner or the PROFESSIONAL as the Owner's representative shall have the right at all reasonable times to observe and test the work. The CONTRACTOR shall make all necessary arrangements and provide proper facilities and access for such observation and testing at any location wherever work is in preparation or progress. The CONTRACTOR shall ascertain the scope of any observation which may be contemplated by the Owner or the PROFESSIONAL and shall give ample notice as to the time each part of the work will be ready for such observation. The Owner or the PROFESSIONAL may reject any work found to be defective or not in accordance with the contract documents, regardless of the stage of its completion or the time or place of discovery of such errors, and regardless of whether the PROFESSIONAL has previously accepted the work through oversight or otherwise. If any work is covered without approval or consent of the Owner, it must, if requested by the Owner or the PROFESSIONAL, be uncovered for examination, at the sole expense of the CONTRACTOR. In the event that any part of the work is being fabricated or manufactured at a location where it is not convenient for the Owner or the PROFESSIONAL to make observations of such work or require testing of said work, then in such event, the Owner or the PROFESSIONAL may require the CONTRACTOR to furnish the Owner or the PROFESSIONAL with certificates of inspection, testing or approval made by persons competent to perform such tasks at the location where that part of the work is being manufactured or fabricated. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the contract documents.

If any work which is required to be observed, tested or approved is covered up without written approval or consent of the Owner or the PROFESSIONAL, it must, if requested by the Owner or the PROFESSIONAL, be uncovered for observation and testing, at the sole expense of the CONTRACTOR. The cost of all such inspections, tests and approvals shall be borne by the CONTRACTOR unless otherwise provided herein. Any work which fails to meet the requirements of such tests, inspections or approval, and any work which meets the requirements of any such tests or approval but does not meet the requirements of the contract documents shall be considered defective. Such defective work shall be corrected at the CONTRACTOR's expense.

Neither observations by the Owner or by the PROFESSIONAL, nor inspections, tests or approvals made by the Owner, the PROFESSIONAL or other persons authorized under this Agreement to make such inspections, tests or approvals, shall relieve the CONTRACTOR from his obligation to perform the work in accordance with the requirements of the contract documents.

4.20 DEFECTS AND THEIR REMEDIES. It is further agreed that if the work or any part thereof, or any material brought on the site of the work for use in the work or selected for the same, shall be deemed by the PROFESSIONAL as unsuitable or not in conformity with the Plans and Specifications, the CONTRACTOR shall, after receipt of written notice thereof from the PROFESSIONAL, forthwith remove such material and rebuild or otherwise remedy such work so

that it shall be in full accordance with this Contract. It is further agreed that any such remedial action contemplated herein shall be at CONTRACTOR's expense.

4.21 **LIABILITY FOR PROPER PERFORMANCE.** Engineering construction drawings and specifications, as well as any additional instructions and information concerning the work to be performed, passing from or through the PROFESSIONAL, shall not be interpreted as requiring or allowing the CONTRACTOR to deviate from the Plans and Specifications contained as a part of the contract documents, the intent of such drawings, specifications and any other such instructions being to define with particularity the agreement of the parties as to the work the CONTRACTOR is to perform. CONTRACTOR shall be fully and completely liable and contractually bound, at his own expense, for design, construction, installation and use or non-use of all items and methods instant to the performance of the Contract, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, similar items or devices used by him during construction, and work performed either directly or incident to construction, and for all loss, damage or injury incident thereto, either to person or property, whether such damage be suffered by the PROFESSIONAL, the Owner or any other person not a party to this Contract.

Any review of work in progress or any visit or observation during construction, or any clarification of Plans and Specifications by the PROFESSIONAL or Owner, or any agent, employee or representative of either of them, whether through personal observation on the project site or by means of approval of shop drawings for construction or construction processes, or by other means or methods, is agreed by the CONTRACTOR to be for the purpose of observing the extent and nature of work completed or being performed, as measured against the drawings and specifications which are part of the Contract, or for the purpose of enabling the CONTRACTOR to more fully understand the Plans and Specifications so that the completed construction work will conform thereto, and shall in no way relieve the CONTRACTOR from full and complete responsibility for proper performance of his work on the project, including, without limitation, the propriety of means and methods of the CONTRACTOR in performing said Contract, and the adequacy of any designs, plans or other facilities for accomplishing such performance. Any action by the PROFESSIONAL or the Owner in visiting or observing during construction, or any clarification of Plans and Specifications shall not constitute a waiver of CONTRACTOR's liability for damages as herein set out. Deviation by the CONTRACTOR from Plans and Specifications, whether called to the CONTRACTOR's attention or not, shall in no way relieve CONTRACTOR from his responsibility to complete all work in accordance with said Plans and Specifications, and further shall not relieve CONTRACTOR of his liability for loss, damage or injury as herein set out.

4.22 **PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC.** The CONTRACTOR shall take out and procure a policy or policies of Worker's Compensation Insurance with an insurance company licensed to transact business in the State of Texas, which policy shall comply with the Worker's Compensation laws of the State of Texas. The CONTRACTOR shall at all times exercise reasonable precautions for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of the Associated General CONTRACTORS of America, except where incompatible with federal, state or municipal laws or regulations. The CONTRACTOR shall provide such machinery guards, safe walkways, ladders, bridges, gangplanks and other safety devices.

All accidents or injuries to CONTRACTOR's employees working on the job site must immediately be reported to the PROFESSIONAL.

The safety precautions actually taken and their adequacy shall be the sole responsibility of the CONTRACTOR, in his sole discretion as an independent CONTRACTOR. Inclusion of this paragraph in the Agreement, as well as any notice which may be given by the Owner or the PROFESSIONAL as the Owner's representative concerning omissions under this paragraph as the work progresses, are intended as reminders to the CONTRACTOR of his duty and shall not be construed as any assumption of duty to supervise safety precautions by either the CONTRACTOR or any of his subcontractors.

4.23 PROTECTION OF ADJOINING PROPERTY. The CONTRACTOR shall employ proper means to protect the adjacent or adjoining property or properties in any way encountered, which might be injured or seriously affected by any process of construction to be undertaken under this Agreement, from any damage or injury by reason of said process of construction; and he shall be liable for any and all claims for such damage on account of his failure to fully protect all adjoining property. **THE CONTRACTOR AGREES TO INDEMNIFY, SAVE AND HOLD THE OWNER AND PROFESSIONAL AGAINST ANY CLAIM OR CLAIMS FOR DAMAGES DUE TO ANY INJURY TO ANY ADJACENT OR ADJOINING PROPERTY, ARISING OR GROWING OUT OF THE PERFORMANCE OF THE CONTRACT.**

4.24 PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIALMEN AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES. **THE CONTRACTOR AGREES THAT HE WILL INDEMNIFY, SAVE AND HOLD THE OWNER AND THE PROFESSIONAL HARMLESS FROM ALL CLAIMS GROWING OUT OF THE LAWFUL DEMANDS OF SUBCONTRACTORS, LABORERS, WORKERS, MECHANICS, MATERIALMEN AND FURNISHERS OF MACHINERY AND PARTS THEREOF, EQUIPMENT, POWER TOOLS AND ALL SUPPLIES, INCLUDING COMMISSARY, INCURRED IN THE FURTHERANCE OF THE PERFORMANCE OF THIS CONTRACT.** When so desired by the Owner, the CONTRACTOR shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

If the CONTRACTOR fails to do so, then the Owner may, at the option of the Owner, either pay directly any unpaid bills of which the Owner has written notice, or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to liquidate any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged, whereupon payments to the CONTRACTOR shall be resumed in full, in accordance with the terms of this Contract.

Any and all communications between any parties under this paragraph shall be in writing.

4.25 PROTECTION AGAINST ROYALTIES OR PATENTED INVENTION. The CONTRACTOR shall pay all royalties and license fees and shall provide for the use of any design, device, material or process covered by letters patent or copyright, by suitable legal agreement with the patentee or owner thereof. **THE CONTRACTOR SHALL DEFEND ALL SUITS OR CLAIMS FOR INFRINGEMENT OF ANY PATENT OR COPYRIGHT AND SHALL INDEMNIFY, SAVE AND HOLD THE OWNER AND THE PROFESSIONAL HARMLESS**

FROM ANY LOSS ON ACCOUNT THEREOF, EXCEPT THAT THE OWNER SHALL DEFEND ALL SUCH SUITS AND CLAIMS AND SHALL BE RESPONSIBLE FOR ALL SUCH LOSS WHEN A PARTICULAR DESIGN, DEVICE, MATERIAL OR PROCESS OR THE PRODUCT OF A PARTICULAR MANUFACTURER OR MANUFACTURERS IS SPECIFIED OR REQUIRED BY THE OWNER; PROVIDED, HOWEVER, IF CHOICE OF ALTERNATE DESIGN, DEVICE, MATERIAL OR PROCESS IS ALLOWED TO THE CONTRACTOR, THEN THE CONTRACTOR SHALL INDEMNIFY, SAVE AND HOLD THE OWNER HARMLESS FROM ANY LOSS ON ACCOUNT THEREOF. In addition, if the material or process specified or required by the Owner is an infringement, the CONTRACTOR shall be responsible for such loss unless he promptly advises the Owner of such infringement.

4.26 INDEMNIFICATION. The CONTRACTOR shall be solely responsible for the safety of himself, his employees and all other persons, as well as for the protection of the improvements being erected and the property of himself or any other person, as a result of his operations hereunder. **THE CONTRACTOR AGREES TO INDEMNIFY AND HOLD THE PROFESSIONAL AND THE OWNER HARMLESS FROM ANY CLAIMS OR DEMANDS OF ANY NATURE WHATSOEVER MADE BY ANY EMPLOYEE, EMPLOYEES, AGENTS OR SUBCONTRACTORS OF CONTRACTOR, OR BY ANY UNION, TRADE ASSOCIATION, WORKER'S ASSOCIATION OR OTHER GROUPS, ASSOCIATIONS OR INDIVIDUALS, ALLEGEDLY REPRESENTING EMPLOYEES OF THE CONTRACTOR, IN ANY DISPUTE BETWEEN THE CONTRACTOR AND HIS EMPLOYEES, DIRECTLY OR INDIRECTLY INVOLVING, GROWING OUT OF OR ARISING FROM CLAIMS BY SUCH EMPLOYEES FOR WAGES, SALARY, WORKING CONDITIONS OR ANY OTHER COMPLAINT OR CLAIM WHICH MAY BE MADE.**

THE CONTRACTOR, HIS SURETIES AND INSURANCE CARRIERS SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE PROFESSIONAL AND THEIR RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, CLAIMS, LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS OF ANY CHARACTER WHATSOEVER, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, AND SHALL BE REQUIRED TO PAY ANY JUDGMENT THEREFOR, WITH COSTS, WHICH MAY BE OBTAINED AGAINST THE OWNER AND/OR THE PROFESSIONAL OR ANY OF THEIR OFFICERS, AGENTS OR EMPLOYEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH DAMAGES, CLAIM, LOSS, DEMAND, SUIT, JUDGMENT, COST OR EXPENSE:

- (1) IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE OR DEATH OR INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY, INCLUDING THE LOSS OF USE RESULTING THEREFROM; AND**
- (2) IS CAUSED IN WHOLE OR IN PART BY ANY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, THEIR AGENTS OR EMPLOYEES OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY ONE OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR**

**NOT IT IS CAUSED IN PART BY A PARTY INDEMNIFIED
HEREUNDER.**

The obligation of the CONTRACTOR under this Agreement shall not extend to the liability of the PROFESSIONAL, his agents or employees, arising out of the preparation or approval of maps, drawings, reports, surveys, designs or specifications, or the giving of or the failure to give directions or instructions by the PROFESSIONAL, his agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.

4.27 LOSSES FROM NATURAL CAUSES. All loss or damage to the CONTRACTOR arising out of the nature of the work to be done or from any unforeseen circumstances in the prosecution of the same, or from the action of the elements, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his own cost and expense.

4.28 GUARANTEE. The CONTRACTOR shall furnish the OWNER with a written guarantee on all workmanship and materials provided by him for the project. The written guarantee shall be made out to the OWNER and in a form satisfactory to the OWNER's legal counsel, guaranteeing all the work under the Contract to be free from faulty material in every particular and free from improper workmanship; and against unusual damage from proper and usual use; and agreeing to replace or to re-execute without cost to the OWNER such work as may be found to be improper or imperfect, and to require replacement or re-execution. This guarantee shall be made to cover a period of one year from the date of acceptance of work under the Contract, as evidenced by the OWNER'S Certificate of Acceptance, of the work. Neither the Certificate of Acceptance, final payment, nor any provision in the Contract Documents shall relieve the CONTRACTOR of the responsibility for neglect or faulty material or workmanship during the period covered by the guarantee. The one year period of any guarantee clauses will not limit the OWNER'S other rights under common law to have defects remedied when discovered after one year.

5. PROSECUTION AND PROGRESS

5.01 TIME AND ORDER OF COMPLETION. It is the meaning and intent of this Contract, unless otherwise herein specifically provided, that the CONTRACTOR shall be allowed to prosecute his work at such times and seasons, in such order of precedence, and in such manner as shall be most conducive to economy of construction; provided, however, that the order and the time of prosecution shall be such that the work shall be completed as a whole, in accordance with this Contract, the Plans and Specifications, and within the time of completion designated in the Proposal; provided, also, that when the Owner is having other work done, either by contract or by his own force, the PROFESSIONAL may direct the time and manner of constructing the work done under this Contract, so that conflict will be avoided and the construction of the various works being done for the Owner shall be harmonized.

The CONTRACTOR shall submit, at such times as may reasonably be requested by the PROFESSIONAL, schedules which shall show the order in which the CONTRACTOR proposes to carry on the work, with dates on which the CONTRACTOR will start the several parts of the work, and estimated dates of completion of the several parts.

5.02 EXTENSION OF TIME. The CONTRACTOR agrees that he has submitted his Proposal in full recognition of the time required for the completion of this project, taking into consideration the average climatic range and industrial conditions prevailing in this locality, and has considered the liquidated damage provisions as hereinafter set forth and that he shall not be entitled to, nor will he request, an extension of time on this Contract, except when completion of the work has been delayed by any act or neglect of the Owner, the PROFESSIONAL, or any employee of either, by other CONTRACTORS employed by the Owner, by changes ordered in the work, by strikes, lockouts, fires and unusual delays by common carriers, by unavoidable cause or causes beyond the CONTRACTOR's control, or by any cause which the PROFESSIONAL shall decide justifies the delay. The CONTRACTOR shall give the PROFESSIONAL prompt notice, in writing, of the cause of such delay; and within ten (10) days after receipt of a written request for an extension of time shall from the CONTRACTOR, supported by all requested documentation, the PROFESSIONAL shall submit such written request, together with his written recommendation, to the City Council for consideration, and the City Council shall grant an extension of time for completing the work, sufficient to compensate for the delay.

5.03 HINDRANCES AND DELAYS. In executing the Contract Agreement, the CONTRACTOR agrees that in undertaking to complete the work within the time herein fixed, he has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing material or workmen or otherwise. No claim shall be made by the CONTRACTOR for damages resulting from hindrances or delays from any cause during the progress of any portion of the work embraced in this Contract, except where the work is stopped by order of the Owner, or the PROFESSIONAL as the Owner's representative for the Owner's convenience, in which event such expense as in the judgement of the PROFESSIONAL is caused by such stoppage of said work shall be paid by the Owner to the CONTRACTOR.

5.04 LIQUIDATED DAMAGES FOR DELAY. It is understood and agreed that time is of the essence in this Contract and that the CONTRACTOR will commence said work on the date specified and will complete said work within the time specified in the Proposal. It is expressly understood and agreed, by and between the CONTRACTOR and the Owner, that the time for the completion of the work described herein is reasonable time for the completion of the same, taking into consideration the average climatic range and conditions and usual industrial conditions prevailing in this locality. The CONTRACTOR further agrees that a breach of this Contract as to completion on time will cause damage to the Owner and that such damages cannot be accurately measured or that ascertainment will be difficult. Therefore, the parties agree that for each and every calendar day the work or any portion thereof shall remain uncompleted after the expiration of the time limit set in the Contract or as extended by the Owner Council, the CONTRACTOR shall pay, as minimum liquidated damages, and not as a penalty, the amount set out in the proposal.

However, the foregoing agreement as to liquidated damages constitutes only an agreement by the Owner and the CONTRACTOR as to the minimum amount of damages which the Owner will sustain in any event by reason of the CONTRACTOR's failure to complete the work within the specified time. Should the Owner suffer damage over and above the minimum amount specified, by reason of the CONTRACTOR's failure to begin the work when ordered, carry it forward uninterruptedly after beginning, or complete it within the specified time in strict accordance with the Plans and Specifications, the Owner may recover such additional amount.

The Owner shall have the right to deduct and withhold the amount of any and all such damages whether it be the minimum amount stipulated above or otherwise, from any monied owing by it to said CONTRACTOR or the Owner may recover such amount from the CONTRACTOR and the sureties of his bond; all of such remedies shall be cumulative and the Owner shall not be required to elect any one nor be deemed to have made an election by proceeding to enforce any one remedy.

6. MEASUREMENT AND PAYMENT

6.01 DISCREPANCIES AND OMISSIONS. It is agreed that it is the intent of this Contract that all work described in the Proposal, the Plans and Specifications and other contract documents, is to be done for the prices quoted by the CONTRACTOR and that such price shall include all appurtenances necessary to complete the work in accordance with the intent of these contract documents as interpreted by the PROFESSIONAL. If the CONTRACTOR finds any discrepancies or omissions in these Plans, Specifications or contract documents, he should notify the PROFESSIONAL and obtain a clarification before the bids are received, and if no such request is received by the PROFESSIONAL prior to the opening of bids, then it shall be considered that the CONTRACTOR fully understands the work to be included and has provided sufficient sums in his Proposal to complete the work in accordance with these Plans and Specifications. It is further understood that any request for clarification must be submitted no later than four (4) days prior to the opening of bids.

6.02 QUANTITIES AND MEASUREMENTS. No extra or customary measurements of any kind will be allowed, but the actual measured and/or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided.

6.03 ESTIMATED QUANTITIES. This Agreement, including the Specifications, Plans and estimate, is intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown for the various classes of work to be done and material to be furnished under this Contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. It is understood and agreed that the actual amount of work to be done and the materials to be furnished under this Contract may differ somewhat from the estimates and that the items listed or estimated quantities stated shall not give rise to a claim by the CONTRACTOR against the Owner for compensation, unless the work shall have actually been authorized, and performed and material supplied.

Where payment is based on the unit price method, the CONTRACTOR agrees that he will make no claim for damages, anticipated profits or otherwise, on account of any differences which may be found between the quantities of work actually done and the material actually furnished under this Contract and the estimated quantities contemplated and contained in the Proposal.

6.04 PRICE OF WORK. In consideration of the furnishing of all the necessary labor, equipment and material and the completion of all work by the CONTRACTOR, and upon the completion of all work and the delivery of all materials embraced in this Contract in full conformity with the specifications and stipulations herein contained, the Owner agrees to pay to the CONTRACTOR the prices set forth in the Proposal attached hereto, which is made a part of this Contract, for the material actually used and services actually performed; however, the Owner does not assume any obligation to pay for any services or material not actually authorized and used. The

CONTRACTOR hereby agrees to receive such prices as payment in full for furnishing all materials and all labor required for the aforesaid work, and for all expenses incurred by him, and for full performance of the work and the whole thereof in the manner and according to this Agreement, the attached Plans and Specifications and contract documents, and the requirements of the PROFESSIONAL.

6.05 PAYMENTS. No payments made or certificates given shall be considered as conclusive evidence of the performance of the Contract, either in whole or in part, nor shall any certificate or payment be considered as acceptance of defective work. CONTRACTOR shall, at any time requested during the progress of the work, furnish the Owner or the PROFESSIONAL with a verifying certificate showing the CONTRACTOR's total outstanding indebtedness in connection with the work. Before final payment is made, the CONTRACTOR shall satisfy the Owner, by affidavit or otherwise, that there are no outstanding liens against Owner's premises by reason of any work under the Contract. Acceptance by CONTRACTOR of final payment of the contract price shall constitute a waiver of all claims against Owner which have not theretofore been timely filed as provided in this Contract.

6.06 PARTIAL PAYMENTS. On or before the tenth day of each month, the CONTRACTOR shall prepare and submit to the PROFESSIONAL, for approval or modification, an application for partial payment, being a statement showing as completely as practicable, the total value of the work done by the CONTRACTOR up to and including the last day of the preceding month. The PROFESSIONAL shall then review such statement and application for partial payment and the progress of the work made by the CONTRACTOR and, if found to be in order, shall prepare a certificate for partial payment and shall deliver his certification for payment to the Owner and the CONTRACTOR. No payment shall be made for materials on hand, unless specifically provided for in the Special Conditions to this Agreement.

The CONTRACTOR shall then, prior to payment by the Owner, certify and attest to the certification that he is in accord with the certification and agrees to accept the amounts set out therein and the total set out therein for the work and for the prices contained in the certification. If the CONTRACTOR does not agree or desires to protest the PROFESSIONAL's certification, the same shall not be certified by the PROFESSIONAL to the Owner for payment until such dispute has been resolved, and the CONTRACTOR agrees that any claim by the CONTRACTOR for additional compensation, of any nature whatsoever, not contained in the PROFESSIONAL's certification, shall be waived, and further contracts and agrees, upon acceptance of the CONTRACTOR's payment, that this shall constitute full and final payment for work performed by the CONTRACTOR contained in the CONTRACTOR's statement which shall be attached to the PROFESSIONAL's certification.

The Owner shall then pay the CONTRACTOR, within thirty (30) days of receipt of the PROFESSIONAL's recommendation for payment, the total amount of the PROFESSIONAL's Certificate of Partial Payment, less ten percent (10%) of the amount thereof if the total contract amount is less than four-hundred thousand (\$400,000) dollars and five percent (5%) if the total contract amount is more than four-hundred thousand (\$400,000) dollars. Such amount shall be retained until final payment, and further less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement. It is understood, however, that in case the whole work be near to completion, as certified by the PROFESSIONAL, and some unexpected or unusual delay occurs, through no neglect or fault on the part of the CONTRACTOR, the Owner may, upon written recommendation of the PROFESSIONAL, pay a reasonable and equitable

proportion of the retained percentage to the CONTRACTOR, or the CONTRACTOR, at the Owner's option, may be relieved of the obligation to fully complete the work, and thereupon, the CONTRACTOR shall receive, at the Owner's option, payment of the balance due him under the Contract, subject only to the conditions set forth under "6.09 FINAL PAYMENT." The Owner, at its option and in accordance with State law, may reduce retainage to less than ten percent.

6.07 USE OF COMPLETED PORTIONS. The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the CONTRACTOR shall be entitled to such extra compensation or extension of time, or both, as may be determined in accordance with the provisions of this Agreement.

The CONTRACTOR shall notify the PROFESSIONAL, by letter executed by a duly qualified officer of CONTRACTOR, that in CONTRACTOR's opinion, the Contract is "completed".

6.08 FINAL COMPLETION AND ACCEPTANCE. Within ten (10) days after the CONTRACTOR has given the PROFESSIONAL written notice that the work has been completed, the PROFESSIONAL and the Owner shall inspect the work; and within said time. When the work is found to be completed in accordance with the contract documents, the PROFESSIONAL shall issue to the Owner and the CONTRACTOR his Certificate of Completion. Thereupon, it shall be the duty of the Owner, within ten (10) days, to issue a Certificate of Acceptance of the work to the CONTRACTOR or to advise the CONTRACTOR in writing of the reason for non-acceptance.

6.09 FINAL PAYMENT. Upon the issuance of the CERTIFICATE of Completion and Owner's Certificate of Acceptance, the PROFESSIONAL shall proceed to make final measurements and prepare a final statement of the value of all work performed and materials furnished under the terms of the Agreement and shall present the same to the CONTRACTOR for acceptance. The CONTRACTOR, if he finds such statement to be in order, including all work upon which a claim for payment may be made, shall note his acceptance thereon; and by accepting the same, the CONTRACTOR agrees to release any and all claims of any nature whatsoever against the Owner or the PROFESSIONAL, growing out of or by reason of the performance of the Contract, the construction of the work, for Extra Work, or for any other reason whatsoever, either growing out of the Contract and the documents attached thereto or otherwise. In addition, the CONTRACTOR shall execute a full and final release in a form provided by the Owner, a copy of which is attached to these contract documents and made a part hereof, which shall be presented to the Owner with the PROFESSIONAL's final statement and any Change Orders or additions or deletions therefrom, duly attested by the CONTRACTOR, requesting payment.

The Owner shall pay to the CONTRACTOR, on or after the 30th day and before the 35th day after the date of the Certificate of Completion, the balance due the CONTRACTOR under the terms of the Agreement, provided the CONTRACTOR has duly executed and returned all documents requiring execution or approval as herein provided, or as may be provided by the Owner, and that he has fully performed his contractual obligations under the terms of this Contract. Neither the Certificate of Acceptance nor the final payment nor any provision in the contract documents shall relieve the CONTRACTOR of the obligation for fulfillment of any warranty which may be required by law or by the contract documents.

6.10 CORRECTION OF WORK BEFORE FINAL PAYMENT. The CONTRACTOR shall promptly remove from Owner's premises all materials deemed unsuitable by the PROFESSIONAL on account of failure to conform to the Contract, whether actually incorporated in the work or not, and CONTRACTOR shall, at his own expense, promptly replace such condemned materials with other materials conforming to the requirements of the Contract. The CONTRACTOR shall also bear the expense of restoring all work of other CONTRACTORS damaged by any such removal or replacement. If CONTRACTOR does not remove and replace any such condemned work within a reasonable time after receipt of a written notice from the Owner or the PROFESSIONAL, the Owner may remove and replace it at CONTRACTOR's expense.

6.11 CORRECTION OF WORK AFTER FINAL PAYMENT. Neither the final payment nor certificate nor any provision in this Contract shall relieve the CONTRACTOR of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of substantial completion. The Owner or the PROFESSIONAL shall give notice of observed defects with reasonable promptness.

6.12 PAYMENTS WITHHELD. The Owner may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certificate or withhold partial or full payment to such extent as may be necessary to protect himself from loss on account of:

- (1) Defective work not remedied;
- (2) Claims filed or reasonable evidence indicating probable filing of claims;
- (3) Failure of the CONTRACTOR to make payments properly to subcontractors or for material or labor;
- (4) Damage to another CONTRACTOR;
- (5) Reasonable doubt that the work can be completed for the unpaid balance of the contract amount;
- (6) Reasonable indication that the work will not be completed within the contract time.
- (7) Failure on the part of the CONTRACTOR to execute any and all documents, releases or other documents presented to the CONTRACTOR for execution, as provided for herein or otherwise.

When the above grounds are removed or the CONTRACTOR provides a Surety Bond satisfactory to the Owner, which will protect the Owner in the amount withheld, payment may be made for the amounts withheld because of them. However, the Owner shall have the discretion of withholding or making payment in the event any of items (1) through (7) shall be applicable to the work or progress thereof.

6.13 DELAYED PAYMENTS. Should the Owner fail to make payment to the CONTRACTOR of the sum named in any partial or final statement, when payment is due, after the same has been recommended for payment by both the PROFESSIONAL and the CONTRACTOR, and the CONTRACTOR has met all other conditions stipulated herein or in the contract documents entitling the CONTRACTOR to payment, then the Owner shall pay to the CONTRACTOR, in addition to the sum shown as due by such statement, interest thereon at the rate of six percent (6%) per annum from date due, as provided under "6.06 PARTIAL PAYMENTS" and "6.09 FINAL PAYMENT", until fully paid, which shall fully liquidate any injury to the CONTRACTOR growing

out of such delay in payment; but the right is expressly reserved to the CONTRACTOR, in the event payments be not promptly made as provided under "6.06 PARTIAL PAYMENTS", to at any time thereafter treat the Contract as abandoned by the Owner and to recover compensation as provided under "8. ABANDONMENT OF CONTRACT", unless such payments are withheld in accordance with the provisions of "6.12 PAYMENTS WITHHELD".

7. EXTRA WORK AND CLAIMS

7.01 CHANGE ORDERS. Without invalidating this Agreement, the Owner may, at any time or from time to time, as the need arises, order changes not within the Scope of Work; such changes will be authorized by Change Order to be prepared by the PROFESSIONAL for execution by the Owner and the CONTRACTOR. The Change Order shall set forth the basis for any change in original contract amount, as hereinafter set forth for Extra Work, and any change in contract time which may result from the change.

In the event the CONTRACTOR shall refuse to approve a Change Order which has been prepared by the PROFESSIONAL, the PROFESSIONAL may instruct the CONTRACTOR, in writing, to proceed with the work as set forth in the Change Order, and the CONTRACTOR may make a claim against the Owner for Extra Work involved therein. However, the CONTRACTOR shall only be entitled to payment upon the execution of the final certification and release in a form as provided for herein, and CONTRACTOR shall approve such certification before the Owner shall be obligated to make payment.

7.02 MINOR CHANGES. The PROFESSIONAL may authorize minor changes in the work not inconsistent with the overall intent of the contract documents and not involving an increase in contract price. If the CONTRACTOR believes that any minor changes or alteration authorized by the PROFESSIONAL involves Extra Work or entitles him to an increase in the contract price, the CONTRACTOR shall make written request to the PROFESSIONAL for a written Field Order.

In such case, the CONTRACTOR, by copy of his communication to the PROFESSIONAL or otherwise in writing, shall advise the Owner of his request to the PROFESSIONAL for a written Field Order and that the work involved may result in an increase in the contract price.

Any request by the CONTRACTOR for a change in contract price shall be made prior to beginning the work covered by the proposed change.

7.03 EXTRA WORK. It is agreed that the CONTRACTOR shall perform all Extra Work under the direction of the PROFESSIONAL when presented with a written work order signed by the PROFESSIONAL, subject, however, to the right of the CONTRACTOR to require written confirmation of such Extra Work order by the Owner. It is agreed that the basis of compensation to the CONTRACTOR for work either added or deleted by a Change Order, or for which a claim for Extra Work is made, shall be determined by one or more of the following methods:

Method (A) -- By agreed unit prices; or

Method (B) -- By agreed lump sum; or

Method (C) -- If neither Method (A) nor Method (B) be agreed upon before the Extra Work is commenced, then the CONTRACTOR shall be paid the "actual field cost" of the work, plus fifteen percent (15%).

In the event said Extra Work is performed and paid for under Method (C), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost to the CONTRACTOR of all workers, such as foremen, timekeepers, mechanics and laborers, and materials, supplies, trucks, rentals on machinery and equipment, for the time actually employed or used on such Extra Work, plus actual transportation charges necessarily incurred together with all power, fuel, lubricants, water and similar operating expenses, plus all necessary incidental expenses incurred directly on account of such Extra Work, including Social Security, Old Age Benefits and other payroll taxes, and a rateable proportion of premiums on Performance and Payment Bonds and Maintenance Bonds, Public Liability and Property Damage and Worker's Compensation, and all other insurance as may be required by law or ordinance, or directed by the Owner, or by them agreed to when such costs are actually increased due to the Extra Work. "Actual field cost" may be decreased by any amount which is solely attributable to delays or additional costs caused by the CONTRACTOR, such as, but not limited to, CONTRACTOR's failure to pursue work continuously.

The PROFESSIONAL may direct the form in which accounts of the "actual field cost" shall be kept and the records of these accounts shall be made available to the PROFESSIONAL. The PROFESSIONAL or Owner may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used; otherwise these matters shall be determined by the CONTRACTOR. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of Equipment Ownership Expense adopted by the Associated General CONTRACTORS of America where practicable, and the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work Order. The fifteen percent (15%) of the "actual field cost" to be paid to the CONTRACTOR, shall cover and compensate him for his profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the "actual field cost" as herein defined, save that where the CONTRACTOR's camp or field office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for Extra Work of any kind will be allowed unless ordered in writing by the PROFESSIONAL. In case any orders or instructions, either oral or written, appear to the CONTRACTOR to involve Extra Work for which he should receive compensation or an adjustment in the construction time, he shall make written request to the PROFESSIONAL for written order authorizing such Extra Work. Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the PROFESSIONAL insists upon its performance, the CONTRACTOR shall proceed with the work after making written request for written order and shall keep an accurate account of the "actual field cost" thereof, as provided under Method (C). The CONTRACTOR shall then have the right to submit his claim directly to the Owner by proper certification and attestation, on forms provided by the Owner. If the Owner shall fail to pay or guarantee to pay said amount claimed within thirty (30) days of the date of submission, the CONTRACTOR shall have the right to file suit in the District Court of the County designated on the Agreement Form, for declaratory judgment or other relief, to determine his rights to such claim, and if he shall fail to file suit within sixty (60) days after the date of presentment to the Owner, the CONTRACTOR shall lose and forfeit his right to make such claim for Extra Work at any later date, and all claims held by the CONTRACTOR shall be deemed forfeited and forever barred if the CONTRACTOR shall accept final payment without having first filed suit in the District Court.

7.04 TIME OF FILING CLAIMS. It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the CONTRACTOR shall be in writing and filed with the PROFESSIONAL within thirty (30) days after the PROFESSIONAL has given any directions, order or instruction to which the CONTRACTOR desires to take exception. The PROFESSIONAL shall reply within thirty (30) days to such written exceptions by the CONTRACTOR and render his final decision in writing. In case the CONTRACTOR should desire to appeal from the PROFESSIONAL's decision, the CONTRACTOR may request a meeting between representatives of the Owner and the CONTRACTOR for the purposes of appealing the PROFESSIONAL's decision directly to the Owner, such meeting to occur within ten (10) days after the date of the delivery to the CONTRACTOR of the PROFESSIONAL's final decision. If the CONTRACTOR shall still be aggrieved after a meeting with the Owner and/or his representative, the CONTRACTOR shall have sixty (60) days after the date of the delivery to the CONTRACTOR of the PROFESSIONAL's final decision, to appeal the same to the District Court of the County designated on the Agreement Form, by filing suit for declaratory judgment or other appropriate relief. In the event the CONTRACTOR shall fail, for any reason, to file suit, and shall accept final payment for all work completed, the Owner shall be released of any and all liability, and the action by the CONTRACTOR in accepting final payment shall constitute a final bar and satisfaction of all claims held by the CONTRACTOR against the Owner.

8. ABANDONMENT OF CONTRACT

8.01 ABANDONMENT BY CONTRACTOR. In case the CONTRACTOR should abandon and fail or refuse to resume work within ten (10) days after written notification from the Owner or the PROFESSIONAL, or if the CONTRACTOR fails to comply with the orders of the PROFESSIONAL when such orders are consistent with the contract documents, then and in that case, where Performance and Payment Bonds exist, the sureties on these bonds shall be notified in writing and directed to complete the work, and a copy of said notice shall be delivered to the CONTRACTOR.

After receiving said notice of abandonment, the CONTRACTOR shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under contract for the work, may be held for use on the work by the Owner or the surety on the Performance Bond, or another CONTRACTOR in completion of the work; and the CONTRACTOR shall not receive any rental or credit therefor, it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

Where there is no Performance Bond or in case the surety should fail to commence compliance with the notice for completion hereinabove provided for within ten (10) days after the service of such notice, then the Owner may provide for completion of the work in either of the following elective manners:

- (a) The Owner may thereupon employ such force of workers and use such machinery, equipment, tools, and supplies as the Owner may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said CONTRACTOR, and expense so charged shall be deducted and paid by the Owner out of such monies as may be due or that may thereafter at any time become due to the CONTRACTOR under and by virtue of this Agreement. In case such expense

is less than the sum which would have been payable under this Contract if the same had been completed by the CONTRACTOR, then said CONTRACTOR shall receive the difference. In case such expense is greater than the sum which would have been payable under this Contract if the same had been completed by such CONTRACTOR, then the CONTRACTOR and/or his surety shall pay the amount of such excess to the Owner; or

- (b) The Owner, under sealed bids, under the times and procedures provided for by law, may let the contract for completion of the work under substantially the same terms and conditions which are provided in this Contract. In case of any increase in cost to the Owner under the new contract, as compared to what would have been the cost under this Contract, such increase shall be charged to the CONTRACTOR, and the surety shall be and remain bound therefor. However, should the cost to complete any such new contract prove to be less than what would have been the cost to complete under this Contract, the CONTRACTOR and/or his surety shall be credited therewith.

When the work shall have been completed, the CONTRACTOR and his surety shall be so notified and Certificates of Completion and Acceptance, as hereinabove provided, shall be issued. A complete itemized statement of the contract accounts, certified by the PROFESSIONAL as being correct, shall then be prepared and delivered to the CONTRACTOR and his surety, whereupon the CONTRACTOR and/or his surety shall pay the balance due as reflected by said statement, within fifteen (15) days after the date of such Certificate of Completion. The Owner, prior to incurring an obligation to make payment hereunder, shall have such statement of completion attested to by the CONTRACTOR as accurate, and upon payment of the sum stated therein, the Owner shall be entitled to full and final release of any claims or demands by the CONTRACTOR.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the Owner had the work been completed by the CONTRACTOR under the terms of this Contract, or when the CONTRACTOR and/or his surety shall pay the balance shown to be due by them to the Owner, then all machinery, equipment, tools or supplies left on the site of the work shall be turned over to the CONTRACTOR and/or his surety. Should the cost to complete the work exceed the contract price, and the CONTRACTOR and/or his surety fail to pay the amount due the Owner within the time designated above, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the CONTRACTOR and his surety at the respective addresses designated in the Contract, provided, however, that actual written notice given in any manner will satisfy this condition. After mailing or other giving of such notice, such property shall be held at the risk of the CONTRACTOR and his surety, subject only to the duty of the Owner to exercise ordinary care to protect such property. After fifteen (15) days from the date of such notice, the Owner may sell such property, equipment, tools, materials or supplies, and apply the net sum derived from such sale to the credit of the CONTRACTOR and his surety. Such sale may be made at either public or private sale, with or without notice, as the Owner may elect. The Owner shall release any machinery, equipment, tools, materials or supplies, which remain on the work, and belong to persons other than the CONTRACTOR or his surety, to their proper owners. The books on all operations provided herein shall be open to the CONTRACTOR and his surety.

8.02 ABANDONMENT BY OWNER. In case the Owner shall fail to comply with the terms of this Contract and should fail or refuse to comply with said terms within ten (10) days after

written notification by the CONTRACTOR, then the CONTRACTOR may suspend or wholly abandon the work, and may remove therefrom all machinery, tools and equipment, and all materials on the site of the work that have not been included in payments to the CONTRACTOR and have not been wrought into the work. And thereupon, the PROFESSIONAL shall make an estimate of the total amount earned by the CONTRACTOR, which estimate shall include the value of all work actually completed by said CONTRACTOR (at the prices stated in the attached Proposal where unit prices are used), the value of all partially completed work at a fair and equitable price, and the amount of all Extra Work performed at the prices agreed upon, or provided for by the terms of this Contract, and a reasonable sum to cover the cost of any provisions made by the CONTRACTOR to carry the whole work to completion and which cannot be utilized. The PROFESSIONAL shall then make a final statement of the balance due the CONTRACTOR by deducting from the above estimate all previous payments by the Owner and all other sums that may be retained by the Owner under the terms of this Agreement, and shall present the same to the CONTRACTOR for the CONTRACTOR's approval; and upon the CONTRACTOR's approving the same as being true, correct and accurate, and upon payment of said sum, the CONTRACTOR shall release the Owner of any and all liability growing out of or by reason of said Contract, and then the same shall be presented to the Owner, who shall pay to the CONTRACTOR, on or before thirty (30) days after the date of notification by the CONTRACTOR of the balance shown by said final statement as due the CONTRACTOR under the terms of this Agreement.

ATTACHMENT NO. 1 TO GENERAL CONDITIONS

WORKERS' COMPENSATION INSURANCE COVERAGE

A. DEFINITIONS:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the CONTRACTOR's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in 406.096) - includes persons or entities performing or part of the services the CONTRACTOR has undertaken to perform on the project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent CONTRACTORS, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other services related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- B. The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for employees of the CONTRACTOR providing services on the project for the duration of the project.
- C. The CONTRACTOR must provide a certificate of coverage to the Owner prior to being awarded the contract.
- D. If the coverage period shown on the CONTRACTOR's current certificate of coverage ends during the duration of the project, the CONTRACTOR must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The CONTRACTOR shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

- (2) no later than seven days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The CONTRACTOR shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the CONTRACTOR knew or should have known, of any changes that materially affects the provision of coverage of any person providing services on the project.
- H. The CONTRACTOR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Worker's Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

NOTICE
REQUIRED WORKER'S COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by worker's compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identify of their employer or status as an employee."

"Call the Texas Worker's Compensation Commission at (512) 440-3789 to receive information on the legal requirements for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

- I. The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project, to:
1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
 2. provide to the CONTRACTOR, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project:

3. provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage, showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 4. obtain from each other person with whom it contracts, and provide to the CONTRACTOR:
 - a. a certificate of coverage, prior to the other person beginning work on the project; and
 - b. a new certificate of coverage shown extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 6. notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 7. contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- J. By signing this contract or providing or causing to be provided a certificate of coverage, the CONTRACTOR is representing to the governmental entity that all employees of the CONTRACTOR who will provide services on the project will be covered by worker's compensation coverage for the duration of the project, that the coverage agreements will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The CONTRACTOR's failure to comply with any of these provisions is a breach of contract by the CONTRACTOR which entitles the governmental entity to declare the CONTRACTOR void if the CONTRACTOR does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

ATTACHMENT NO. 2 TO GENERAL CONDITIONS

**AGREEMENT FOR FINAL PAYMENT
AND CONTRACTOR'S SWORN RELEASE**

In order to insure that the rights, obligations and responsibilities of all parties to the original contract document are fully protected, which contract document was signed and executed on the day of _____, 20__ by _____, referred to therein as CONTRACTOR and hereinafter referred to as CONTRACTOR, and the OWNER on the day of _____, 20__, and further in consideration for the final payment of all sums due and claimed by the CONTRACTOR against the OWNER, the CONTRACTOR makes the following representations to the OWNER, either individually if a proprietorship, jointly by all partners if a partnership, or if a corporation, by action of the president and secretary of said corporation, as duly authorized by appropriate action of the stockholders and/or board of directors of said corporation, their signatures hereon constituting a representation under oath by said individuals that they have the power and authority to execute this Agreement for and on behalf of the said corporation:

I.

The CONTRACTOR has received _____ (number) payments pursuant to _____ (number) of CONTRACTOR Payment Estimates, copies of which are attached hereto and marked Exhibit "A", presented to the OWNER and paid during the progress of the job referred to in the Contract between the parties; and in this regard, the undersigned CONTRACTOR represents to the OWNER that it does not claim nor intend to claim at any future date, any additional sums of money of any nature whatsoever under and by virtue of the payment estimates previously submitted to the Professional for approval, or any other sums of money of any nature whatsoever for materials furnished and used in the job or for work done, and hereby releases and discharges the OWNER

from any liabilities of any nature whatsoever, for any claims of any nature made by the CONTRACTOR at some future date, or by its successors or assigns.

II.

The undersigned CONTRACTOR further represents to the OWNER that the Final Payment Estimate, reflecting all associated Change Orders, if any, submitted by the CONTRACTOR to the OWNER, whether or not modified, corrected or changed in some way by deletions or other modifications by the Professional, the CONTRACTOR or the OWNER, a copy of which is attached hereto and marked Exhibit "B", is true, correct and accurate; and it is further agreed and stipulated by the undersigned CONTRACTOR that upon the receipt of final payment in the amount as set out on the Final Payment Estimate, the CONTRACTOR, by execution of this instrument of release, does, therefore, release and forever discharge the OWNER of and from all manner of debts, demands, obligations, suits, liabilities and causes of action of any nature whatsoever under and by virtue of the terms and provisions of the Contract hereinbefore referred to, and any change or modification thereof, or in any manner growing out of or arising from or by virtue of the work, labor and services performed by the CONTRACTOR.

III.

CONTRACTOR, in addition to the provisions set out in the contract document, agrees to indemnify and hold the OWNER harmless from any and all causes of action, claims, demands or suits made by any person or other entity against the OWNER, by reason of the work performed by such CONTRACTOR, and agrees to defend or to cause the same to be defended at the CONTRACTOR's sole expense and obligation, whenever such actions may be brought, and further to pay all costs incurred by the OWNER in the defense thereof, including administrative costs and attorney's fees, and further to pay any judgments or settlements which may be entered into or agreed

to against or for the benefit of the OWNER. It is, however, specifically agreed that the OWNER shall not enter into any settlement agreements without the acquiescence and agreement of the CONTRACTOR.

IV.

The CONTRACTOR, acting by and through the person or persons whose names are subscribed hereto, does solemnly swear and affirm that all bills and claims have been paid to all materialmen, suppliers, laborers, subcontractors, or other entities performing services or supplying materials, and that the OWNER shall not be subject to any bills, claims, demands, litigation or suits in connection therewith.

V.

It is further specifically understood and agreed that this Agreement for Final Payment and Contractor's Sworn Release shall constitute a part of the original Contract of the parties heretofore previously referred to, and it is also specifically understood and agreed that this Agreement shall not act as a modification, waiver or renunciation by the OWNER of any of its rights or remedies as set out in the contract itself, but this Agreement for Final Payment and Contractor's Sworn Release shall constitute a supplement thereto for the additional protection of the OWNER.

VI.

This Agreement for Final Payment and Contractor's Sworn Release shall be considered to be continuing and binding upon the parties hereto and shall not terminate upon receipt and acceptance by the CONTRACTOR of final payment, but shall be deemed continuing so long as any actions, claims or other demands contemplated herein against the OWNER, may lawfully be brought under applicable statutes of limitations, and shall in addition be deemed to be continuing for such

*City of Texas City
Traffic Signal Installation Project*

additional period of time as shall be necessary to compensate and repay to the OWNER, all costs or damages incurred by it by reason of such claims.

SIGNED and EXECUTED this, the ____ day of _____, 20__.

CONTRACTOR

Signature

Print Name: _____

[If CONTRACTOR is a sole proprietorship, OWNER must sign; if a partnership, each partner must sign above].

If a corporation, the following language should be used:

SIGNED and EXECUTED this, the ____ day of _____, 20__, by _____, a Texas corporation, under authority granted to the undersigned by said corporation as contained in the Charter, By-Laws or Minutes of a meeting of said corporation regularly called and held.

CONTRACTOR

Signature

Print Name: _____

ATTEST:

Corporate Secretary
(Corporate Seal)

[This Affidavit form is for use by either a **sole proprietorship or a partnership**. In the event CONTRACTOR is a partnership, additional signature lines should be added for each individual.]

AFFIDAVIT

STATE OF TEXAS

COUNTY OF GALVESTON

BEFORE ME, the undersigned authority, on this day personally appeared the person or persons whose name(s) are subscribed to the above and foregoing Agreement for Final Payment and Contractor's Sworn Release, who each, after being by me duly sworn, on their oaths deposed and said:

I(We) am(are) the person(s) who signed and executed the above and foregoing Agreement for Final Payment and Contractor's Sworn Release, and I(we) have read the facts and statements as therein set out and the representations as made therein, and I(we) state that the above and foregoing are true and correct.

CONTRACTOR - Affiant

SWORN TO AND SUBSCRIBED TO before me this, the _____ day of _____,
20__.

Notary Public, State of Texas

My Commission Expires: _____

[This Affidavit form is for use in the event CONTRACTOR is a **corporation**.]

AFFIDAVIT

STATE OF TEXAS

COUNTY OF GALVESTON

BEFORE ME, the undersigned authority, on this day personally appeared the persons who signed and executed the above and foregoing Agreement for Final Payment and Contractor's Sworn Release, whose names are set out above, who each, after being by me duly sworn, on their oaths deposed and said:

We each are the persons whose names are subscribed above, and hold respectively the offices in the corporation as set out above, and each state under oath that we have the authority to execute this Agreement for Final Payment and Contractor's Sworn Release for and on behalf of said corporation, pursuant to authority granted to us in the Charter of said corporation, the By-Laws of said corporation and/or the Minutes of said corporation; and the facts, statements and representations as set out in the instrument to which this Affidavit is attached, are true and correct.

SWORN TO AND SUBSCRIBED TO before me this, the ____ day of _____, 20__.

Notary Public, State of Texas

My Commission Expires: _____

STATE OF _____

COUNTY OF _____

**SUBCONTRACTOR/MATERIALMAN'S
FULL AND FINAL
RELEASE AND WAIVER OF CLAIMS AND LIENS**

For consideration in hand paid, _____, (Company) does hereby certify and acknowledge that Company has been fully paid for all work and labor done by it, and for materials supplied by it, to date on that certain project described as follows:

Contractor: _____

Project Description: _____

Obligee: _____

Amount: _____

Company does hereby waive all rights, claims and liens which it may have, or be entitled including statutory and constitutional liens on such project for such work and labor done and material supplied by it to date, or arising out of such transactions.

Company hereby releases in full all claims and liens it has heretofore filed on such property for such work including labor and material.

Executed this _____ day of _____, 20____.

By: _____

STATE OF _____

COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County, _____ on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said _____, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 20____.

Notary Public

**CONSENT OF
SURETY COMPANY
TO FINAL PAYMENT**

Conforms with the American Institute
of Architects, AIA Document G707

Owner
Architect
Contractor
Surety
Other

PROJECT:
(Name, address)

TO (Owner)

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(here insert name and address of Surety Company)

on bond of (here insert name and address of Contractor)

, SURETY COMPANY

CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve
the Surety Company of any of its obligations to (here insert name and address of Owner)

, OWNER,

as set forth in the said Surety Company's bond.

IN WITNESS, WHEREOF,
the Surety Company has hereunto set its hand this _____ day of _____

Surety Company

Attest:
(Seal):

Signature of Authorized Representative

Title

NOTE: This form is be used as a companion document to AIA DOCUMENT G706, CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS,
Current Edition

**ATTACHMENT 3 TO THE GENERAL CONDITIONS OF
AGREEMENT**

WAGE RATES

"General Decision Number: TX20250034 12/12/2025

State: Texas

Construction Type: Heavy

Counties: Brazoria, Fort Bend, Galveston, Harris, Matagorda, Montgomery, Waller and Wharton Counties in Texas.

FLOOD CONTROL PROJECTS ONLY, (Does not Include any Water & Sewer Line work; Sewage Collection and Disposal Lines; Sewers (Sanitary Storm, etc.), or Shoreline Maintenance Water Mains and Water Supply Lines).

Modification Number	Publication Date
0	02/07/2025
1	12/12/2025

SUTX1998-009 03/26/1998

The following rates were revised pursuant to 29 CFR 1.6(c) (1) on 02/07/2025.

	Rates	Fringes
ASPHALT DISTRIBUTOR.....	\$ 19.87	
Asphalt Paving Machine.....	\$ 21.09	
Asphalt Raker.....	\$ 17.38	
Asphalt Shoveler.....	\$ 15.63	
Batching Plant Weigher.....	\$ 23.31	
Broom or Sweeper Operator.....	\$ 16.81	
Bulldozer.....	\$ 20.80	
CARPENTER.....	\$ 21.72	
Concrete Curbing Mach.....	\$ 18.47	
Concrete Finisher-Paving.....	\$ 20.71	
Concrete Finisher-Structures.....	\$ 20.69	
Concrete Finishing Machine.....	\$ 24.74	
Concrete Joint Sealer.....	\$ 22.03	

Concrete Paving Float.....	\$ 19.52
Concrete Paving Saw.....	\$ 21.01
Concrete Paving Spreader.....	\$ 19.56
Concrete Rubber.....	\$ 18.89
Crane, Clamshell, Backhoe, Derrick, Dragline, Shovel.....	\$ 23.82
Crusher or Screening Plant Operator.....	\$ 23.08
ELECTRICIAN.....	\$ 33.89
Flagger.....	\$ 15.21
Form Builder (Structures).....	\$ 20.90
Form Liner - Paving & Curb.....	\$ 18.95
Form Setter (PAVING/CURB).....	\$ 18.59
Form Setter-Structures.....	\$ 18.99
Foundation Drill Operator, Crawler Mounted.....	\$ 26.42
Foundation Drill Operator, Truck Mounted.....	\$ 26.71
Front End Loader.....	\$ 19.50
Labor Common.....	\$ 15.63
Laborer-Utility.....	\$ 17.90
Lineperson.....	\$ 15.74
MANHOLE BUILDER (Brick).....	\$ 17.82
MECHANIC (Undefined).....	\$ 23.88
Milling Machine Operator.....	\$ 21.89
Mixer.....	\$ 16.66
Motor Grader	
FINE GRADE.....	\$ 23.31
Other.....	\$ 22.39
Oiler.....	\$ 20.06

Painter-Structures.....	\$ 29.38
Pavement Marking Machine.....	\$ 15.63
Piledriver.....	\$ 23.00
Pipe layer.....	\$ 17.82
Reinforcing Steel Setter Paving.....	\$ 26.23
Reinforcing Steel Setter Structures.....	\$ 26.17
Roller, Pneumatic, Self Propelled.....	\$ 16.70
Roller, Steel Wheel Other Flatwheel or Tamping.....	\$ 15.97
Roller, Steel Wheel Plant Mix Pavements.....	\$ 19.41
Scraper.....	\$ 18.24
Servicer.....	\$ 19.96
SIGN ERECTOR.....	\$ 21.11
Sign Installer.....	\$ 15.63
Slipform Machine Operator.....	\$ 19.31
Spreader Box Operator.....	\$ 19.05
Steelworker Structural.....	\$ 21.72
Tractor-Crawler Type.....	\$ 21.24
Tractor-Pneumatic.....	\$ 18.87
Traveling Mixer.....	\$ 19.62
Trenching Machine, Heavy.....	\$ 28.46
Trenching Machine, Light.....	\$ 22.03
Truck Driver Lowboy Float.....	\$ 23.69
Truck Driver Single Axle Heavy...	\$ 18.38
Truck Driver Single Axle, Light.....	\$ 17.10

Truck Driver Tandem Axle
Semi-Trailer.....\$ 16.79

Wagon Drill, Boring Machine.....\$ 21.30

WELDER.....\$ 21.89

Work Zone Barricade.....\$ 15.63

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by

computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor

200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

"General Decision Number: TX20250299 12/12/2025

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	09/19/2025
1	12/12/2025

SATX2025-013 11/15/2023

	Rates	Fringes
Asphalt Distributor Operator.....	\$ 23.26	0.00
Asphalt Paving Machine Operator.....	\$ 22.67	0.00
Asphalt Raker.....	\$ 20.41	0.00
Broom or Sweeper Operator.....	\$ 17.63	0.00
Concrete Finisher, Paving and Structures.....	\$ 20.79	0.00
Concrete Pavement Finishing Machine Operator.....	\$ 22.18	0.00
Concrete Paving, Curing, Float, Texturing Machine Operator.....	\$ 22.62	0.00
Concrete Saw Operator.....	\$ 21.57	0.00
Crane Operator, Hydraulic 80 tons or less.....	\$ 24.75	0.00
Crane Operator, Lattice Boom 80 Tons or Less.....	\$ 25.74	0.00
Crane Operator, Lattice Boom Over 80 Tons.....	\$ 23.85	0.00
Crawler Tractor Operator.....	\$ 20.33	0.00
Electrician.....	\$ 31.46	0.00

Excavator Operator, 50,000 pounds or less.....	\$ 21.53	0.00
Excavator Operator, Over 50,000 pounds.....	\$ 22.24	0.00
Flagger.....	\$ 16.63	0.00
Form Builder/Setter, Structures.....	\$ 19.93	0.00
Form Setter, Paving & Curb.....	\$ 19.32	0.00
Foundation Drill Operator, Crawler Mounted.....	\$ 22.25	0.00
Foundation Drill Operator, Truck Mounted.....	\$ 26.04	0.00
Front End Loader Operator, 3 CY or Less.....	\$ 19.72	0.00
Front End Loader Operator, Over 3 CY.....	\$ 20.34	0.00
Laborer, Common.....	\$ 17.12	0.00
Laborer, Utility.....	\$ 19.11	0.00
Loader/Backhoe Operator.....	\$ 21.37	0.00
Mechanic.....	\$ 23.38	0.00
Milling Machine Operator.....	\$ 21.65	0.00
Motor Grader Operator, Fine Grade.....	\$ 23.91	0.00
Motor Grader Operator, Rough.....	\$ 21.20	0.00
Off Road Hauler.....	\$ 17.12	0.00
Painter, Structures.....	\$ 26.40	0.00
Pavement Marking Machine Operator.....	\$ 17.12	0.00
Piledriver.....	\$ 21.48	0.00
Pipelayer.....	\$ 20.03	0.00
Reinforcing Steel Worker.....	\$ 22.34	0.00

Roller Operator, Asphalt.....	\$ 19.79	0.00
Roller Operator, Other.....	\$ 18.93	0.00
Servicer.....	\$ 20.33	0.00
Spreader Box Operator.....	\$ 17.84	0.00
Structural Steel Worker.....	\$ 22.64	0.00
Truck Driver Lowboy Float.....	\$ 25.94	0.00
Truck Driver, Single Axle.....	\$ 21.93	0.00
Truck Driver, Single or Tandem Axle Dump Truck.....	\$ 18.60	0.00
Truck Driver, Tandem Axle Tractor with Semi Trailer.....	\$ 20.17	0.00
Welder.....	\$ 20.97	0.00
Work Zone Barricade Servicer.....	\$ 17.37	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the

Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a

weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210.

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END OF GENERAL DECISION"

SPECIAL CONDITIONS

SPECIAL CONDITIONS

1. Basic TECHNICAL SPECIFICATION items are items which follow described general requirements. When necessary, SPECIAL CONDITIONS are inserted to describe additional requirements applicable to this Contract. SPECIAL CONDITIONS are to be used in conjunction with basic TECHNICAL SPECIFICATION items. In the event of conflict between requirements as set forth the SPECIAL CONDITIONS and the basic TECHNICAL SPECIFICATION items, the requirements as set forth in the SPECIAL CONDITIONS shall govern.
2. It is the intent of the Contractor that the aggregate amount of unit prices times unit work actually installed shall cover all work required by the Contract Documents, in place, complete and ready to use.
3. Prices in the Contract Documents include all compensation for full completion of all work items in place, and include providing all labor, materials, tools, equipment, services, supplies, incidentals, and all necessary operations.
4. No costs in connection with work required by the Contract Documents for proper and successful completion of the Contract will be paid outside of or in addition to the items and unit prices named in the Bid Proposal.
5. Work not specifically set forth in the Bid Proposal as pay items shall be considered subsidiary obligations of Contractor and costs shall be included in the item bid prices named in the unit Bid Proposal.
6. Permits. Contractor is responsible to obtain all necessary permits to accomplish the Work described within these documents.

It is the Contractor's responsibility to coordinate with the Owner in order to determine all requirements and to meet such requirements.

7. Warranty - Neither the final payment nor certificate nor any provision in this Contract shall relieve the Contractor of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of final acceptance. The final acceptance is when the final walk through of the project has occurred and the punch list items identified from the final walk through have been completed by the Contractor. The Contractor shall notify the Owner in writing upon completion of the punch list items. Certificate of acceptance will be issued upon verification by the Engineer of the completion of punch list items from "final walk through" and a submittal of the close-out documents by the Contractor. The Warranty period will commence from the date of final acceptance. The Contractor is made aware that the warranty period will start from the date of final acceptance of the entire project regardless of completion of the individual areas.

8. Taxes and Insurance. In addition to the general obligations and responsibilities for insurance and protection set out in the General Conditions of Agreement of these Specifications, the Contractor shall comply with the following provisions:
- A. The Contractor acknowledges that he has qualified and will make all payments under the terms of the Unemployment Compensation Law of the State in which the work is performed.
 - B. The Contractor, and all subcontractors employed on the work, shall carry insurance of minimum limits as stated in the General Conditions of Agreement.
 - C. The Contractor, before starting work for the Owner, must furnish to the Owner Certificates of Insurance or other acceptable evidences from a reputable insurance company or companies (such companies to be acceptable to the Owner) licensed to write insurance in the State of Texas, showing that the Contractor is covered by the insurance as stated in the General Conditions of Agreement.
 - D. The certificates of insurance furnished to the Owner shall contain a provision that coverage under such policies shall not be canceled or materially changed until at least 30 days prior written notice have been given to the Owner.
 - E. In the event the policy or policies are not renewed, 30 days prior written notice shall be given to the Owner.
 - F. All accidents or injuries to Contractor's employees working on the job site must be immediately reported to the Owner and Engineer (Professional).
 - G. The certificates to the above insurance policies shall be filed with the City Secretary within ten (10) days after notification of award of contract.
 - H. The Contractor shall also comply with all Federal, State, and Local laws and ordinances relating to Social Security, Unemployment Insurance, Pensions, etc., and shall pay all taxes, levies or assessments for which he may be liable.
9. Guarantees - Guarantee work, including equipment installed, to be free from defects due to faulty workmanship or materials for period of one year from date of issue of Certificate of Acceptance. Upon notice from Owner, repair defects in all construction which develop during specified period at no cost to Owner. Neither final acceptance nor final payment nor any provision in Contract Documents relieves Contractor of above guarantee. Notice of observed defects will be given with reasonable promptness. Failure to repair or replace defect upon notice entitles Owner to repair or replace same and recover reasonable cost thereof from Contractor and/or his Surety.

10. Wage Rates and Subcontractors. The current wage rates as shown on the attached sheets (Attachment 3 to General Conditions) shall apply. It's mandatory that the Contractor and any subcontractor under him pay not less than the said specified rates to all laborers, workmen and mechanics employed by him in the execution of this contract, as specified in Chapter 2258, Texas Government Code.

Contractor and all subcontractors shall pay the following rates as a minimum for this Contract (See Attached Wage Rates).

The Contractor and each subcontractor shall keep, or cause to be kept, an accurate record showing the names and occupations of all laborers, workmen and mechanics employed by him, in connection with this contract, and showing also the actual per diem wages paid to each of such workers, which record shall be open at all reasonable hours to the inspection of the Owner, its officers and agents.

The Contractor shall pay, as a penalty, sixty dollars (\$60.00) to the Owner for each calendar day, or portion thereof, for each laborer, workman or mechanic, who is paid less than the stipulated rate for any work done under this Contract.

The Contractor shall submit to the Owner documentation of compliance with the above items, on a periodic as requested basis.

11. Progress Schedule - Within 15 days after execution of Contract and prior to Pre-Construction Conference, whichever is earlier, submit, in acceptable form, anticipated progress schedule covering work to be performed. Schedule shall be updated periodically to reflect changes and must be submitted monthly with the pay estimate.
12. Upon completion of each facility, the Contractor shall furnish Owner with two sets of direct prints, marked with red pencil, to show as-built dimensions and locations of all work constructed. As a minimum, the final drawings shall include the following:
1. Horizontal and vertical locations of work.
 2. Changes in equipment and dimensions due to substitutions.
 3. "Nameplate" data on all installed equipment.
 4. Deletions, additions, and changes to scope of work.
 5. Any other changes made.

Record drawings are to be submitted with Contractor's Notice of Completion and are a condition of the Contractor's Notice of Completion.

13. Preservation of Trees and Shrubs. Trees and shrubs within the right-of-way shall not be removed or disturbed unless stated otherwise on the plans. Unless indicated in the Bid Proposal, any work required to provide tree protection, maintenance and evaluation will be considered incidental to the various pay items and no separate payment for this work will be made. Where tree roots must be cut, follow the repair method described in the "Technical Specifications". The contractor must utilize the services of a professional Arborist when such work is required.

14. Any areas of grass which are disturbed or dug up during the construction shall be replaced with St. Augustine sod or grass which matches the grass removed or as stated on plans.
15. When construction occurs in City right-of-ways, alleys and easements on residential yard areas, care shall be taken to minimize construction damage to yard areas. Contractor shall return all areas to a condition equal or better than prior to construction.
16. Subsurface Exploration - It is not represented that PLANS show all existing storm sewer, sanitary sewer, water, gas, telephone, petroleum or petroleum related pipelines and electrical facilities and other underground structures. It is the Contractor's responsibility to determine the depth, location and their existence which may conflict with the proposed construction by referring to available records, consulting appropriate municipal departments and utility owners and by making necessary exploration and excavations. All investigative work will be done and all repairs required after completion of investigative work shall be performed by the Contractor at no additional cost to the project.

Whenever existing utilities, not indicated on PLANS, present obstructions to grade and alignment of pipe, immediately notify Professional and Owner, who without delay, will determine whenever existing utilities are to be relocated, or grade and alignment of proposed pipe changed. When necessary to move services, poles, guy wires, pipelines, or other obstructions, the Contractor shall contact and coordinate and make arrangements with owners of said utilities. Owner will not be liable for damages on account of delays due to changes or adjustments made by owners of privately owned utilities and faulty workmanship by owners of privately owned utilities which hinder progress of work regardless of work authorized by Owner or other entities.

It is the Contractor's responsibility to install the proposed water line and maintain proper clearances with all utilities and meet the regulatory requirements. Any damage to existing sprinklers or sanitary sewer service lines shall be repaired to Owner's satisfaction at no additional cost to the project.

17. The Contractor shall be aware that utilities and utility service lines (including but not limited to telephone, gas, cable, and electric) are present in the easements or right-of-way. The potential of encountering such lines during excavation is very high. The Contractor shall coordinate with all the pertinent utility companies and schedule his work in such manner that delays do not occur. The Contractor will provide adequate protection as necessary to the utility company's satisfaction and include costs in the related bid items to work around the pertinent utilities and to complete the work.
18. In the event a utility (shown or not shown on plan drawings) including but not limited to (gas, electric, telephone, cable, petroleum or petroleum related pipelines) is exposed due to excavation and is in conflict, the appropriate company shall be contacted by the Contractor. The Contractor shall make a concerted effort to the Professional's satisfaction to identify the utility (if unknown) and avoid any conflict with the utility. The Contractor shall provide all the necessary documentation for the efforts extended by the contractor in locating the utility. The documentation shall be either telephone conversation memo's, letters, meetings on site and other coordination efforts utilized to identify the utility or pipeline. The Professional

will review all the documentation provided by the Contractor. In the event of a conflict with the utility and the Professional concurs that the Contractor had made a concerted effort to avoid the conflict and in spite of his effort, the conflict cannot be avoided without the utility being relocated, the Owner will assist in coordinating the relocation efforts of the utility with the pertinent company. (The Contractor is still responsible for coordinating efforts with the utility or the pipeline company). The Contractor, during the period the utility is being relocated, will move his crew(s) to other areas at his own expense. The Contractor will not be due any compensation for delays or downtime resulting from the coordination and relocation efforts performed by the Contractor or the utility owner due to the utility conflict. The Contractor may request additional time from the Owner and the Professional (Engineer) if the relocation effort substantially hinders his construction effort. No additional payment will be made. If the Contractor chooses to assist the utility or pipeline company in the performance of their work, he shall be doing that at his own risk. The Owner will not be responsible for costs incurred by the Contractor from providing such assistance to the utility or pipeline companies.

19. Utility Services for Construction - Owner will provide water necessary for construction at no additional cost to Contractor. Contractor shall obtain a fire hydrant water meter from the Owner and shall monitor all water usage as metered. The Contractor may be required to draw water at specific locations as directed by the Owner. Contractor shall not use resident's water. It is expressly understood and agreed that the Owner assumes no responsibility for any loss resulting to the Contractor from any loss of pressure or failure of the water system; however, in the event of failure that can be attributed to the Owner, the Owner does agree to make repairs and restore service as expeditiously as possible.
20. Resident and Property Owner Notification. Once the work begins it shall be constructed and completed in the shortest time possible to minimize inconvenience to property owners. Contractor shall assure that all affected property owners are notified between 72 hours and 2 weeks before work begins on their street/alley/easement. Contractor is responsible for providing notification to property owners along the entire route of the project, but is strictly prohibited from inserting any notification flyers or sheets into mailboxes. The Contractor shall provide property owners the minimum following information; work to be performed, starting and ending dates, and name and number of City official to be contacted for questions. Written notices shall be approved by Engineer prior to distribution.
21. Warning Signs and Barricades. When any street or any section of a street is closed, the Contractor shall furnish and maintain adequate barricades, warning and directing signs, red flags and lights at the end of each street and at all intersections along the street within the limits of the work. All expenses incurred for the above requirements shall be borne by the Contractor. All warning signs and barricades shall be in conformance with the Texas Manual of Uniform Traffic Control Devices latest edition.
22. Work to protect items to remain by installation of temporary construction, including posting of warning signs, placement of protective fencing, barriers, barricades and covers, and restoration of damaged items to remain, will be considered incidental to the various pay items and no separate payment for this work will be made.

23. Excavated Material and Storage of Equipment and Materials. No equipment, material or excavated material shall be stored or deposited on streets, lawns, driveways, sidewalks, gardening or shrubbery.
24. Construction materials storage facility site shall comply with applicable City requirements and meet the following minimum requirements:
- A. Provide storage facility of neat and reasonable uniform appearance, structurally adequate for required purpose.
 - B. Maintain during entire construction period.
 - C. Prior to start of work, install enclosure fence with locked entrance gate.
 - D. Provide an all weather surface with adequate drainage to City facilities. Do not drain onto adjacent property.
 - E. Clean mud and debris from City streets on a daily basis or more often as required. Construction operations may be temporarily suspended if the storage facility is not properly maintained.
25. Barricading Excavation Areas. All excavation areas shall be barricaded at all times to prevent motorists from inadvertently driving into bore pits, open cuts, and trenches. All excavation must also be cordoned off with 4-foot high orange polyethylene fence with mesh size 2.5" by 0.80", Tenax Beacon or approved equal, installed as per manufacturer's recommendations and acceptable to the Owner. The fence shall be supported with enough intermediate support to avoid excessive sagging. Adequate barricades with flashing yellow lights shall also be provided to protect pedestrian traffic and vehicular traffic.

No excavations shall be left open overnight.

All excavations which cannot be back filled overnight for the installation of manholes, storm and sanitary sewers, and utilities shall be covered with anchored steel sheeting, in paved areas, and 3/4" plywood, wood planking or some other material approved by the City in non-paved areas. The steel sheeting shall be of sufficient thickness to support H-20 loading, truck or lane that produces maximum stress. The excavation area must be well protected with traffic barricades equipped with flashing yellow lights.

It is the Contractor's responsibility to insure the safety of the public, himself, his employees and all other persons. Provisions listed here are minimum measures and in no way relieves the Contractor of his responsibility or changes or alters other requirements within these contract documents.

The Contractor is hereby made aware that the work is being conducted in an area consisting of a high amount of pedestrian and vehicular traffic. The possibility of vandalism to his barricades, sheeting, tape, other protective devices and equipment does exist. The Contractor is responsible for maintaining all traffic barricades, sheeting, tape and other protective

devices during construction hours and non-construction hours such as weekends, holidays, nights and inclement weather periods. Upon notification of the need for maintenance of the barricaded areas, either by the Contractor's own personnel, the City or its representatives, the Contractor shall promptly take the required corrective measures.

26. Replacement of Damage. If any damage is done to existing asphalt or concrete roads or appurtenances, by equipment, tires, metal tracks or other construction practices, damage shall be saw cut, removed and replaced with materials equal to or superior to the existing material. Damage shall include but not limited to scrapes and tread marks.
27. Damage to pavement, curbs, driveways, sidewalks or any other structure caused by the Contractor during construction shall be repaired at the Contractor's expense.
28. Construction Sequence. It is important to the Owner that this project be accomplished in the most expedient manner possible.
29. Alternate Designs - If alternate design features are proposed for convenience of Contractor, submit design calculations and detail drawings covering proposed changes and related modifications of Contract PLANS to Professional for review. Make drawings same size as Contract PLANS and of comparable quality. Make payment of charges resulting from modifications, including engineering charges for checking such designs.
30. Cleanup. Remove from site of work, and from public and private property, temporary structures, rubbish and waste materials including excess excavated materials. Dispose of surplus earth as directed or as specified. There will be no extra pay for complying with said item.

Complete cleanup of a site shall be mandatory before the Contractor can begin work on another site. Multiple sites can be worked on simultaneously; however, complete cleanup must be conducted before a work crew leaves one site to work on another site.

31. Incidental Construction Items. All items called out on the construction drawings or within the specifications which are not itemized in the bid proposal section of these documents shall be considered incidental to the cost of the project.
32. Repairs to curbs, driveways, roadways and sidewalks shall be constructed with materials consistent with the existing and adjacent material and according to the detail shown in the plans as a minimum. All curbs, sidewalks, roadways and driveways to be removed and replaced shall be saw cut (a straight, even, clean cut) at the point of removal so that an even joint results between existing pavement and new pavement. Jointing material shall be placed between the new and existing material.
33. The Contractor shall replace or repair pavement, sidewalks, driveways, culverts, inlets, curbs, gutters, shrubbery, trees, fences, sod and other like obstructions removed or disturbed to a condition equivalent to or better than existing condition. In the event sod is removed or disturbed it will be replaced to a healthy green condition, regardless of the condition of the existing sod.

34. All testing equipment shall be calibrated at maximum twelve month intervals and after any repairs or adjustments by devices of accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants. The Contractor shall provide a written certification to the Engineer on the calibration.
35. Drainage During Construction - Drainage is of utmost importance to this project. Work necessary to provide proper drainage during construction, including maintaining sections, existing ditches, channels, culverts, and storm sewers and including temporary construction and maintenance of ditches and drainage systems, and pumping, will be considered incidental to the various pay items and no separate payment for this work will be made.
36. The Contractor is responsible for the verification of all key design elevations prior to commencing construction.
37. The Contractor shall carry out his operations in strict accordance with all applicable Occupational Safety and Health Administration (OSHA) standards. Special attention is drawn to those safety requirements involving work on all elevated platforms and entry into a confined space. It shall be the Contractor's responsibility to familiarize himself with OSHA standards and regulations pertaining to all aspects of the work. All work shall be done in accordance with OSHA, Safety and Health Regulations of the United States Government for Construction, State of Texas laws and regulations, Galveston County regulations and City ordinances.
38. Contractor shall be aware that groundwater is present in the construction sites. Seepage into excavation may occur. This seepage should be collected in sumps and pumped out. This type of de-watering is considered incidental to the cost of the improvement.

If seepage cannot be handled by sumping, then mechanical dewatering techniques such as well pointing shall be used at no additional cost.
39. Geotechnical investigative work for the project areas has not been performed Bidder may perform soils investigation as they deem appropriate to obtain information on soil conditions. Bidder may perform soils investigation as they deem appropriate. In the event the Bidder desires to perform his own geotechnical investigation along the project areas, he must notify the City and obtain approval prior to proceeding with such investigations. The bidder is also responsible for contacting One Call prior to commencing any work. Any damages to the City or private utilities is the Bidders responsibility. Soils stratigraphy and groundwater conditions encountered during excavations may vary throughout the project areas.
40. The Contractor shall comply with the new Texas Worker's Compensation Commission Rule, 28 TAC§110.110 relating to Reporting Requirements for Building or Construction Projects for Governmental Entities.
41. Dewatering - Contractor shall maintain dewatering after the cement stabilized sand bedding and backfill has been installed so that a good set on the cement has been obtained. Do not remove well points immediately after placement of cement stabilized sand. The dewatering

shall remain a minimum of 48 hours after placement of the cement stabilized sand bedding and backfill. The Contractor shall obtain site representative concurrence prior to the removal of dewatering.

42. Trench Safety - Contractor shall be aware that conditions may exist whereby solid sheeting and shoring may be more appropriate than trench boxes.

The Contractor shall provide an excavation safety system as approved by OSHA 29 CFR Part 1926 (latest revision) indicating the use of sheeting, shoring, bracing, under pinning, etc., to be utilized where conditions warrant such system. This system shall be provided in addition to other excavation systems the Contractor selects as per section 01526 "Trench Safety System".

43. All claims for extension of time shall be made in writing to the Owner no more than ten days after the occurrence of the delay or after the cause of the delay has become apparent; otherwise they shall be waived. In the case of the continuing cause of delay, only one claim is necessary. Any request for an extension of time shall be accompanied by a revised construction schedule which, if approved by the Owner, shall become the Contractor's construction schedule.

When the Contract is on a calendar day basis, no extension of time shall be allowed for adverse weather conditions reasonably anticipatable from historical weather data, and such weather conditions shall not be deemed a casualty beyond the Contractor's control. The Contractor may be granted an extension of time because of unusual inclement weather which is beyond the normal weather recorded. Listed as follows is the mean number of days in which there occurred 0.10 inch or more of precipitation for Galveston County:

January	6	February	4	March	4	April	4
May	4	June	5	July	5	August	6
September	6	October	4	November	5	December	6

Rain days per month in amounts exceeding the number of days shown above may be credited as a "Rain Day" if a claim is made in accordance with the Contract Documents. A "Rain Day" is any day in which a rain event occurs at the site and is sufficient to prevent the Contractor from performing work critical to maintaining the project schedule.

44. Dust Control - The Contractor shall take necessary measures to control dust on the site and minimize blowing dust. The Contractor shall water the site as necessary and when requested by the Owner to control blowing dust. The site shall be watered to the Owner's satisfaction.
45. Certified flagmen may be used on the project. However, there may be situations that would warrant uniformed officers for traffic control. The Contractor is responsible for identifying such situations and utilizing uniformed officers for such situations. The Contractor is responsible for maintaining safe traffic control at the job site at all times. The Contractor must utilize uniformed officers for traffic control, in TxDOT right of way, school vicinity, major thoroughfares and other areas designated by the City at no additional cost to the project. Uniformed peace officers shall be off-duty Texas City police officers as a first

priority and Galveston County peace officer as a second option. In the event, neither Texas City policemen nor Galveston County peace officers are available, then the Contractor shall provide documentation and justification for the use of other peace officers. The City reserves the right to request the Contractor to utilize uniformed officers at any location throughout the project.

A certified flagman must be formally trained in traffic control procedures. Certified flagmen must wear bright-colored vest and be equipped with appropriate flagging and communication devices in conformance with the Texas Manual of Uniform Traffic Control Devices latest edition, while on the work site. They must also have in their possession while on duty a proof of training identification issued by a certified institute.

46. The Contractor shall provide a minimum of 72 hours notice in writing to the Owner and the Engineer and the project's on-site representative of any testing. The Contractor shall document the test results and provide a copy to the Owner and the Engineer. All testing procedures shall conform to the specifications and standards of the Owner. The Contractor shall keep in daily contact with the on-site representative through completion of the project and shall have a superintendent on the job site who can communicate in English with the on-site representative at all times.
47. The Contractor shall accomplish the construction by hand excavation while working in close proximity to utilities, structures, landscaping, trees, shrubs, swimming pools, etc. and whenever necessary or as directed by the project representative. Any additional costs associated with utilizing hand excavation shall not be paid for separately and shall be included in the unit price bid for the related item.
48. The Contractor shall be aware that the work may be performed in areas that are in close proximity to structures (power poles, buildings, pipelines, and other structures). The Contractor shall take all precautions necessary to protect such structures from damage and insure safety to his personnel during construction. Any damages resulting from the Contractor's operations to such structures shall be repaired at no additional cost to the project.

In the event the Contractor determined certain structures conflict with the proposed improvements, the Contractor shall provide a written notice to the City documenting the location of such structure. The City will coordinate with the pertinent Owner and try to expedite the relocation efforts. However, the City does not guarantee the time of relocation efforts.

49. The Contractor is responsible for addressing all complaints from citizens and commercial property owners caused due to the performance of his work. The Contractor shall take appropriate measures to address all complaints from the citizen and commercial property owner's to their satisfaction in a timely manner. The Contractor shall submit to the Engineer a letter from the citizen and commercial property owner acknowledging the complaints have been addressed and any repair work necessary work has been completed by the Contractor.

50. The Contractor shall have a supervisor present on the site at all times when on-site activities relating to the Work are occurring, except for periods of absence approved by the Engineer or the Owner when: (i) the supervisor's absence from the site is caused by compelling or emergency circumstances, and (ii) the Contractor makes suitable provisions for substitute supervision. The Contractor shall notify the Owner and the Engineer as soon as the need for an absence is known. Approvals of absences will not be unreasonably withheld.

If the Engineer and the Owner jointly notify the Contractor that the current supervisor should be replaced for good cause, the Contractor will replace the supervisor as soon as practicable, and in any event within ten days (or such other time period as may be approved by the Engineer and Owner). For this purpose, "good cause" means: (i) the supervisor is not causing the Work to be performed in accordance with the Contract Documents, (ii) the supervisor is not communicating effectively with the Owner, the Engineer or other persons affected by the Work, or (iii) the supervisor is failing to prevent (or remedy) needless dislocation, damage or inconvenience related to the work.

51. The Contractor is made aware that trucks carrying all excavated materials/spoils shall utilize a designated route approved by the City. Such routes will be provided by the City at the pre-construction conference.
52. As part of the Contract Closeout, prior to release of the contract retainage, the Contractor shall provide the following:
1. Agreement of final Payment and CONTRACTOR'S Sworn Release
 2. Subcontractor/Materialman's full and Final Release and Waiver of Claims and Liens
 3. Consent of Surety to Final Payment (either AIA Document G707 or Surety Standard form)
 4. One Year Maintenance Bond
 5. One set of Record Drawings (including service reconnection locations in excel format)
53. Negotiation or changes to unit prices due to material/labor price increases will not be allowed for duration of this project. The bid unit prices of the successful bidder for the project shall govern regardless of the magnitude of price decrease or increase in material costs during the project duration.
54. The Contractor's personnel and his subcontractors' personnel must have identification badges, vests, and uniforms while working on this project.
55. All excavated material/spoil must be placed on plywood and hauled off at the end of the day. Under no circumstances will placement of excavated/spoil material be allowed on bare earth or on pavement. No separate payment shall be made for the efforts and the cost must be included in the unit price bid for related work.
56. Contractor will be responsible for restoring any damage caused by construction activities at no additional cost. Restoration includes but is not limited to sodding, landscaping (trees, shrubs, mulch beds, irrigation systems), concrete pavement (sidewalks, driveways, roadways, curbs) to the City's satisfaction. No additional payment will be made for site restoration efforts, and it is considered incidental to the work.

City of Texas City
Traffic Signal Installation Project

57. Contractor is responsible for contacting and coordinating with TNMP to obtain electrical service for the proposed traffic signals. This shall include all coordination, applications, fees, and required scheduling. No separate payment will be made for these efforts, and all associated costs shall be included in the unit prices for the pertinent bid items.

58. This contract includes two locations where traffic signals will be installed. The locations include:
 - a. 6th Street North at 9th Avenue North
 - b. 9th Street North at 25th Avenue North

59. The total contract duration is 270 calendar days. Installation of the traffic signal at the intersection of 9th Street North and 25th Avenue North shall be completed within 105 calendar days from the Notice to Proceed.

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Technical Specifications

Bid Items shall be in accordance to Texas Department of Transportation (TxDOT) 2024 specifications.

Specifications for the Traffic Signal at 6th Street at 9th Avenue North

General Notes:

General:

Unless otherwise shown on the plans, RAP generated by this project will become the property of the Contractor for use in the current construction project or in future projects.

If fixed features require, the governing slopes shown may vary between the limits shown and to the extent determined by the Engineer.

Notify the Engineer immediately if discrepancies are discovered in the horizontal control or the benchmark data.

References to manufacturer's trade name or catalog numbers are for the purpose of identification only. Similar materials from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved, except for roadway illumination, electrical, and traffic signal items.

The cost for materials, labor, and incidentals to provide for traffic across the roadway and for ingress and egress to private property in accordance with Section 7.2.4 of the standard specifications is subsidiary to the various bid items. Restore access roadways to their original condition upon completing construction.

If a foundation is to be placed where a riprap surface or an asphalt concrete surface presently exists, use caution in breaking out the existing surface for placement. Break out no greater area than is required to place the foundation. After placing the foundation, wrap the periphery with 0.5 in. pre-molded mastic expansion joint. Then replace the remaining portion of the broken out surface with Class A or Class C concrete or cold mix asphalt concrete to the exact slope, pattern, and thickness of the existing riprap or asphalt. Payment for breaking out the existing surface, wrapping the foundation, and replacing the surface is subsidiary to the various bid items.

The lengths of the posts for ground mounted signs and the tower legs for the overhead sign supports are approximate. Verify the lengths before ordering these materials to meet the existing field conditions and to conform to the minimum sign mounting heights shown in the plans.

Clearly mark or highlight on the shop drawings, the items being furnished for this project. Submit required shop drawings in accordance with the shop drawing distribution list shown in the note for Item 5 for review and distribution.

Unless otherwise shown on the plans or otherwise directed, commence work after sunrise and ensure construction equipment is off the road by sunset.

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Procure permits and licenses, which are to be issued by the City, County, or Municipal Utility District.

General: Roadway Illumination and Electrical

For roadway illumination and electrical items, use materials from pre-qualified producers as shown on the Construction Division (CST) of the Department's material producers list. Check the latest link on the TxDOT website for this list. The category/item is "Roadway Illumination and Electrical Supplies." No substitutions will be allowed for materials found on this list.

Perform electrical work in conformance with the National Electrical Code (NEC) and Department standard sheets.

The Contractor may make the electrical grounding connections and permissible splices using the thermal fusion process, Cadweld, ThermOweld, or approved equal, instead of bolted connections and splices.

The Engineer will arrange with the Contractor, an inspection of the completed electrical systems for the highway lighting systems before final acceptance for compliance with plans and specifications. The inspection will be made with personnel from the electrical section of the City of Texas City. Portions of the work found to be deficient during this inspection will not be accepted.

General: Traffic Signals

For traffic signal items, use materials from the Pre-Qualified Producers List (located at <http://www.dot.state.tx.us/GSD/purchasing/supps.htm>) and the materials pre-qualified for illumination and electrical items (located at <http://ftp.dot.state.tx.us/pub/txdot-info/cmd/mpl/riaes.pdf>) as shown on the Department's Material Producers List and the Roadway Illumination and Electrical Supplies List. Check the latest links on the TxDOT website for these lists. No substitutions will be allowed for materials found on these lists.

General: Site Management

Mark stations every 100 ft. and maintain the markings for the project duration. Remove the station markings at the completion of the project. This work is subsidiary to the various bid items.

Personal vehicles of employees are not permitted to park within the right of way, including sections closed to public traffic. Employees may park on the right of way at the Contractor's office, equipment, and materials storage yard sites.

Assume ownership of debris and dispose of at an approved location. Do not dispose of debris on private property unless approved in writing by the Engineer.

General: Traffic Control and Construction

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Schedule construction operations such that preparing individual items of work follows in close sequence to constructing storm drains in order to provide as little inconvenience as practical to the businesses and residents along the project.

Schedule work so that the base placement operations follow the subgrade work as closely as practical to reduce the hazard to the traveling public and to prevent undue delay caused by wet weather.

When design details are not shown on the plans, provide signs and arrows conforming to the latest "Standard Highway Sign Designs for Texas" manual.

General: Utilities

Consider the locations of underground utilities depicted in the plans as approximate and employ responsible care to avoid damaging utility facilities. Depending upon scope and magnitude of planned construction activities, advanced field confirmation by the utility owner or operator may be prudent. Where possible, protect and preserve permanent signs, markers, and designations of underground facilities.

If the Contractor damages or causes damage (breaks, leaks, nicks, dents, gouges, etc.) to the utility, contact the utility facility owner or operator immediately.

At least 48 hours before starting work, make arrangements for locating above ground and underground fiber optic, communications, power, illumination, and traffic signal cabling and conduit. Use caution if working in these areas to avoid damaging or interfering with existing facilities.

If overhead or underground power lines need to be de-energized, contact the electrical service provider to perform this work. Costs associated with de-energizing the power lines or other protective measures required are at no expense to the City of Texas City.

If working near power lines, comply with the appropriate sections of Texas State Law and Federal Regulations relating to the type of work involved.

Perform electrical work in conformance with the National Electrical Code (NEC) and Department standard sheets.

Item 5: Control of Work

Before contract letting, electronically generated earthwork cross-section data will be furnished free of charge to the prospective bidders on a compact high-density disk, in an ASCII print format. This will be available through the Association of General Contractors bulletin board service or through the Area Engineer's office. If the earthwork data is not available electronically, reproducible earthwork cross sections are available at the Area Engineer's office for borrowing by copying service companies for the purpose of making copies for the prospective bidders, at the prospective bidder's expense. The earthwork cross-section data provided above is for non-construction purposes only and it is the responsibility of the prospective bidder to validate the enclosed data with the appropriate plans, specifications, and estimates for the projects.

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2024 Construction Specification Required Shop/Working Drawing Submittals Consultant Generated Plans						
Spec Item No.'s	Product	Submittal Required	Approval Required (Y/N)	Contractor / Fabricator P.E. Seal Required	Reviewing Party	Shop or Working Drawing (Note)
680	Installation of Highway Traffic Signals	Y	Y	N	Consultant	SD
682	Vehicle and Pedestrian Signal Heads	Y	Y	N	Consultant	SD
684	Traffic Signal Cables	Y	Y	N	Consultant	SD
686	Traffic Signal Pole Assemblies (Steel)	Y	Y	N	Consultant	SD
688	Detectors	Y	Y	N	Consultant	SD

Notes: Document flow for Working Drawings differs from Shop Drawings in that Working Drawings must be submitted to the Engineer rather than the Engineer of Record and they are for the information of the Engineer only; an approval stamp and distribution to all project offices is not required.

Item 7: Legal Relations and Responsibilities

This project does not require a U.S. Army Corps of Engineers (USACE) Section 404 Permit before letting, but if a permit is needed during construction, assume responsibility for preparing the permit application. Submit the permit application to the Department's District Environmental Section for approval. Once the permit application is approved, the Department will submit it to the USACE. Assume responsibility for the requested revisions, in coordination with the Department's District Environmental Section.

Maintain the roadway slope stability. Maintaining slope stability is subsidiary to the various bid items.

No significant traffic generator events identified.

Item 416: Drilled Shaft Foundations

Include the cost for furnishing and installing anchor bolts mounted in the drilled shafts in the unit bid price for the various diameter drilled shafts.

Item 502: Barricades, Signs, and Traffic Handling

Use a traffic control plan for handling traffic through the various phases of construction. Follow the phasing sequence unless otherwise agreed upon by Traff Data & Associates, Inc. and the Project Manager. Ensure this plan conforms to the latest "Texas Manual on Uniform Traffic Control Devices" and the latest Barricade and Construction (BC) Standard Sheets. The latest versions of Work Zone Standard Sheets WZ (BTS-1) and WZ (BTS-2) are the traffic control plan for the signal installations.

Submit changes to the traffic control plan to Traff Data & Associates, Inc. Provide a layout showing the construction phasing, signs, striping, and signalizations for changes to the original traffic control plan.

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Furnish and maintain the barricades and warning signs, including the necessary temporary and portable traffic control devices, during the various phases of construction. Place and construct these barricades and warning signs in accordance with the latest “Texas Manual on Uniform Traffic Control Devices” for typical construction layouts.

Cover work zone signs when work related to the signs is not in progress, or when any hazard related to the signs no longer exists.

Keep the delineation devices, signs, and pavement markings clean. This work is subsidiary to the Item, “Barricades, Signs, and Traffic Handling.”

Before detouring traffic onto the mainlane shoulders, remove dirt, debris, vegetation, and other deleterious material from the surface of the shoulders. Appropriately sign the detour in an approved manner. This work is subsidiary to the various bid items.

Cover or remove the permanent signs and construction signs that are incorrect or that do not apply to the current situation for a particular phase.

Do not mount signs on drums or barricades, except those listed in the latest Barricades and Construction standard sheets.

Use traffic cones for daytime work only. Replace the cones with plastic drums during nighttime hours.

Place positive barriers to protect drop-off conditions greater than 2 ft. within the clear zone that remain overnight.

Use shadow vehicles with Truck Mounted Attenuators (TMA) for lane and shoulder closures.

Do not reduce the existing number of lanes open to traffic except as shown on the following time schedule:

One Lane Closure			
Day	Daytime Work Hours	Nighttime Work Hours	Restricted Hours Subject to Lane Assessment Fee
Monday	9:00 AM - 3:00 PM	N/A	N/A
Tuesday	9:00 AM - 3:00 PM	N/A	N/A
Wednesday	9:00 AM - 3:00 PM	N/A	N/A
Thursday	9:00 AM - 3:00 PM	N/A	N/A
Friday	9:00 AM - 3:00 PM	N/A	N/A
Saturday	N/A	N/A	N/A
Sunday	N/A	N/A	N/A

The above times are approved for the traffic control conditions listed. The Engineer may approve other closure times if traffic counts warrant. The Engineer may reduce the above times for special events.

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Provide full-time, off-duty, uniformed, certified peace officers, as part of traffic control operations. The peace officers must be able to show proof of certification by the Texas Commission on Law Enforcement Officers Standards. The cost of the officers is paid for on a force account basis.

A minimum of 7 days in advance of any total closure, place a portable changeable message (PCM) sign at the location of each total closure which informs the traveling public of the details of the closure. Alternately, if the Traffic Control Plan provides a positive barrier at the location, a non-trailer mounted static message board sign behind the positive barrier may be used in place of a PCM.

Item 618: Conduit

When backfilling bore pits, ensure that the conduit is not damaged during installation or due to settling backfill material. Compact select backfill in 3 equal lifts to the bottom of the conduit; or if using sand, place it 2 in. above the conduit. Ensure backfill density is equal to that of the existing soil. Prevent material from entering the conduit.

Construct bore pits a minimum of 5 ft. from the edge of the base or pavement. Close the bore pit holes overnight.

Unless otherwise shown on the plans, install underground conduit a minimum of 24 in. deep. Install the conduit in accordance with the latest National Electrical Code (NEC) and applicable Department standard sheets. Place conduit under driveways or roadways a minimum of 24 in. below the pavement surface.

If using casing to place bored conduit, the casing is subsidiary to the conduit.

Where PVC, duct cable, and HDPE conduit 1 in. and larger is allowed and installed per Department standards, provide a PVC elbow in place of the galvanized rigid metal elbow required by the Electrical Details standards. Ensure the PVC elbow is of the same schedule rating as the conduit to which it is connected. Use only a flat, high tensile strength polyester fiber pull tape to pull conductors through the PVC conduit system

It might be necessary to cut concrete for placement of conduit. Saw cut existing concrete, remove the concrete from the steel reinforcement (bars or fabric) and bend the steel to install the conduit. After the conduit has been placed, bend the steel back to its original position and back-fill the trench with an approved concrete. This work is subsidiary to this Item.

Item 620: Electrical Conductors

Test each wire of each cable or conductor after installation. Incomplete circuits or damage to the wire or the cable are cause for immediate rejection of the entire cable being tested. Remove and replace the entire cable at no expense to the Department. Also test the replacement cable after installation.

When pulling cables or conductors through the conduit, do not exceed the manufacturer's recommended pulling tensions. Lubricate the cables or conductors with a lubricant recommended by the cable manufacturer.

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Ensure that circuits test clear of faults, grounds, and open circuits.

Split bolt connectors are allowed only for splices on the grounding conductors.

For Roadside Flashing Beacon Assemblies (Item 685) and Pedestal Pole Assemblies (Item 687) within the project, provide single-pole breakaway disconnects as shown on the Construction Division (CST) material producers list. Check the latest link on the Department website for this list. The category is "Roadway Illumination and Electrical Supplies." The fuse holder is shown on the list under Item 685. For underground (hot) conductors, install a breakaway connector with a dummy fuse (slug). Provide dummy fuse (slug). For grounded (neutral) conductors, install a breakaway connector with a white colored marking and a permanently installed dummy fuse (slug).

For electrical licensing and electrical certification requirements for this project, see Item 7 of the Standard Specifications and any applicable special provisions to Item 7.

Item 624: Ground Boxes

The ground box locations are approximate. Alternate ground box locations may be used as directed, to avoid placing in sidewalks or driveways.

Ground metal ground box covers. Bond the ground box cover and ground conductors to a ground rod located in the ground box and to the system ground.

Ground the existing metal ground box covers as shown on the latest standard sheet

ED (4)-14.

During construction and until project completion, provide personnel and equipment necessary to remove ground box lids for inspection. Provide this assistance within 24 hours of notification.

Construct concrete aprons in accordance with the latest standard sheet ED (4)-14. Make the depth of the concrete apron the same as the depth of the ground box, except for Type 1 and Type 2 ground boxes. For Type 1 or Type 2 ground boxes, construct the concrete apron in accordance with details shown on the "Ground Box Details Installations" standard.

Item 628: Electrical Services

Verify and coordinate the electrical service location with the engineering section of the appropriate utility district or company.

Identify the electrical service pole with an address number assigned by the Utility Service Provider. Provide 2-in. numerals visible from the highway. Provide numbers cut out aluminum figures nailed to wood poles or painted figures on steel poles or service cabinets.

Make all arrangements for electrical service, and compliance with local standards and practices for proper installations.

Item 662: Work Zone Pavement Markings

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At the end of each workday, mark roadways that remain open to traffic during construction operations with standard pavement markings, in accordance with the latest "Texas Manual on Uniform Traffic Control Devices."

Do not use raised pavement markers as optional work zone pavement markings on final asphalt surfaces.

For transition lane lines and detour lane lines, use raised pavement markers as shown for solid lines on the latest Barricade and Construction standard sheet for "Work Zone Pavement Marking Details."

Item 666: Pavement Marking

All Type II (Paint) pavement markings to use chlorinated rubber paint.

Item 666: Reflective Pavement Markers

Place all adhesive material directly from the heated dispenser to the pavement. Do not use portable or non-heated containers. Use adhesive of sufficient thickness so that when the marker is pressed into the adhesive, 1/8" or more adhesive will remain under 100% of the marker. The adhesive should extend not less than 1/2" but not more than 1 1/2" beyond the perimeter of the marker.

Item 672: Raised Pavement Markers

Before placing the raised pavement markers on concrete pavement, blast clean the surface using an abrasive-blasting medium. This work is subsidiary to the Item, "Raised Pavement Markers."

Provide epoxy adhesive that is machine-mixed or nozzle-mixed and dispensed.

Equip the machine or nozzle with a mechanism to ensure positive mix measurement control.

Place all adhesive material directly from the heated dispenser to the pavement. Do not use portable or non-heated containers. Use adhesive of sufficient thickness so that when the marker is pressed into the adhesive, 1/8" or more adhesive will remain under 100% of the marker. The adhesive should extend not less than 1/2" but not more than 1 1/2" beyond the perimeter of the marker.

Item 680: Highway Traffic Signals

Clearly mark or highlight on the shop drawings the items being furnished for this project.

Furnish labor, tools, equipment, and materials as shown on the plans and specifications for a complete and operating signal installation.

The locations shown on the plans for signal pole foundations, controller foundations, conduit and other items may be adjusted to better fit field conditions as approved. Make adjustments in project construction, if needed, due to conflicts with underground utilities.

Furnish and install a new Henke Enterprises NEMA TS2 Type 2 controller and cabinet, meeting the requirements of Departmental Materials Specifications DMS-11170.

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Demonstrate that the field wiring is properly installed. Install the electrical equipment in a neat and workmanlike manner.

Provide a full-time qualified traffic signal technician responsible for installing, maintaining, or replacing traffic signal devices.

Use qualified personnel to respond to and diagnose all trouble calls during the thirty-day test period. Repair any malfunction to Contractor-supplied signal equipment. Provide to the Engineer a local telephone number, not subject to frequent changes and available on a 24-hour basis, for reporting trouble calls. Response time to reported calls must be less than 2 hours. Make appropriate repairs within 24 hours. Place a logbook in the controller cabinet and keep a record of each trouble call reported. Notify the Engineer of each trouble call. Do not clear the error log in the conflict monitor or MMU during the thirty-day test period without approval.

Staking in the field is subject to approval.

Field verify the depths of the drill shafts to meet the minimum clearances specified in the plans before ordering materials

Provide continuous conductors without splices from signal controller to signal heads. Route the conductors for luminaires to the service enclosure.

Abrasions to the conductor insulation caused while pulling cable for the traffic signal system are cause for immediate rejection. Remove and replace the entire damaged cable at no expense to the Department.

When pulling cables or conductors through conduit, do not exceed the manufacturer's recommended pulling tensions. Lubricate the cables or conductors with a lubricant as recommended by the cable manufacturer.

Bond the controller housing, signal poles, conduit, and spans to a minimum No. 8 AWG stranded copper conductor. An equipment grounding conductor is required in every conduit to form a continuous grounding system. Effectively connect the grounding system to ground rods or concrete encased grounding electrodes as indicated in the plans.

Wrap signal heads with dark plastic or suitable material to conceal the signal faces from the time of installation until placing into operation. Do not use burlap.

Furnish signal heads from the same manufacturer.

Use Type C High Specific Intensity grade sheeting for signs mounted under or adjacent to the signal heads.

Furnish and attach compression type connectors. Install the connectors with a compression mechanical release hand-crimping tool to each individual conductor before making connections to the terminal strips.

The Contractor may use ready mix concrete.

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Apply membrane curing on concrete work in accordance with Section 420.4.10.3, "Membrane Curing."

Item 682: Vehicle and Pedestrian Signal Heads

Install two set screws on vehicle signal head mounting hardware fittings.

Furnish black housings for vehicle signals. Furnish black vehicle signal head back plates.

Cover all signal faces until placed in operation. This work is subsidiary to various bid items.

Item 684: Traffic Signal Cables

Provide an extra 10' for each cable terminating in the controller cabinet. All cables must be continuous without splices from terminal point to terminal point. All proposed signal cable must be #12 AWG stranded copper.

Item 686 & 687: Traffic Signal & Pedestrian Pole Assemblies

Provide all signal poles from the same manufacturer. Pedestrian poles may be from a different manufacturer.

Item 688: Pedestrian and Vehicle Detectors

The button placement must be coordinated with the concrete pad to access the button according to ADA and TAS. If any mounting modifications are needed (extensions, brackets, etc.) to meet ADA and TAS requirements the adjustment will be subsidiary to Item 688. The concrete pad (if required) will be paid separately.

Furnish and install new Polara Enterprises accessible pedestrian signals (APS) push buttons or approved equivalent.

City of Texas City Notes:

Area of Work

Contractor shall restore the construction area to original condition prior to final inspection.

Traffic Signal Poles

All traffic signal poles, pedestrian poles, and mast arms shall be powder coated black with decorative base.

Signal Mast Arms

All mast arms shall be installed with a mast arm damping plate.

Cabinet

Henke -TxDOT Standard TW2 Cabinet to be used with a 18" riser.

Controller

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Controller must be approved by the City of Texas City.

Detector System

NoTraffic Intersection Vehicle Detection and Sensing System including NoTraffic Control Unit with power supply and cables and NoTraffic Smart Sensors

Preemption System

Tomar preemption system to be used.

Conduit

All conduits under roadways and driveways shall be bored and jacked. Contractor shall exercise caution when boring and/or excavating in the vicinity of underground utilities.

All conduits under paved shoulders or natural ground shall be trenched and buried. However, the contractor shall backfill, compact and restore trenched area to original condition and match existing surface condition to the density of adjacent area.

Pavement Markings

All pavement marking shall be Type II (Paint) chlorinated rubber paint.

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Specifications for the Traffic Signal at 9th Street North at 25th Avenue North

General Notes:

General:

Unless otherwise shown on the plans, RAP generated by this project will become the property of the Contractor for use in the current construction project or in future projects.

If fixed features require, the governing slopes shown may vary between the limits shown and to the extent determined by the Engineer.

Notify the Engineer immediately if discrepancies are discovered in the horizontal control or the benchmark data.

References to manufacturer's trade name or catalog numbers are for the purpose of identification only. Similar materials from other manufacturers are permitted if they are of equal quality, comply with the specifications for this project, and are approved, except for roadway illumination, electrical, and traffic signal items.

The cost for materials, labor, and incidentals to provide for traffic across the roadway and for ingress and egress to private property in accordance with Section 7.2.4 of the standard specifications is subsidiary to the various bid items. Restore access roadways to their original condition upon completing construction.

If a foundation is to be placed where a riprap surface or an asphalt concrete surface presently exists, use caution in breaking out the existing surface for placement. Break out no greater area than is required to place the foundation. After placing the foundation, wrap the periphery with 0.5 in. pre-molded mastic expansion joint. Then replace the remaining portion of the broken out surface with Class A or Class C concrete or cold mix asphalt concrete to the exact slope, pattern, and thickness of the existing riprap or asphalt. Payment for breaking out the existing surface, wrapping the foundation, and replacing the surface is subsidiary to the various bid items.

The lengths of the posts for ground mounted signs and the tower legs for the overhead sign supports are approximate. Verify the lengths before ordering these materials to meet the existing field conditions and to conform to the minimum sign mounting heights shown in the plans.

Clearly mark or highlight on the shop drawings, the items being furnished for this project. Submit required shop drawings in accordance with the shop drawing distribution list shown in the note for Item 5 for review and distribution.

Unless otherwise shown on the plans or otherwise directed, commence work after sunrise and ensure construction equipment is off the road by sunset.

Procure permits and licenses, which are to be issued by the City, County, or Municipal Utility District.

General: Roadway Illumination and Electrical

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For roadway illumination and electrical items, use materials from pre-qualified producers as shown on the Construction Division (CST) of the Department's material producers list. Check the latest link on the TxDOT website for this list. The category/item is "Roadway Illumination and Electrical Supplies." No substitutions will be allowed for materials found on this list.

Perform electrical work in conformance with the National Electrical Code (NEC) and Department standard sheets.

The Contractor may make the electrical grounding connections and permissible splices using the thermal fusion process, Cadweld, ThermOweld, or approved equal, instead of bolted connections and splices.

The Engineer will arrange with the Contractor, an inspection of the completed electrical systems for the highway lighting systems before final acceptance for compliance with plans and specifications. The inspection will be made with personnel from the electrical section of the City of Texas City. Portions of the work found to be deficient during this inspection will not be accepted.

General: Traffic Signals

For traffic signal items, use materials from the Pre-Qualified Producers List (located at <http://www.dot.state.tx.us/GSD/purchasing/supps.htm>) and the materials pre-qualified for illumination and electrical items (located at <http://ftp.dot.state.tx.us/pub/txdot-info/cmd/mpl/riaes.pdf>) as shown on the Department's Material Producers List and the Roadway Illumination and Electrical Supplies List. Check the latest links on the TxDOT website for these lists. No substitutions will be allowed for materials found on these lists.

General: Site Management

Mark stations every 100 ft. and maintain the markings for the project duration. Remove the station markings at the completion of the project. This work is subsidiary to the various bid items.

Personal vehicles of employees are not permitted to park within the right of way, including sections closed to public traffic. Employees may park on the right of way at the Contractor's office, equipment, and materials storage yard sites.

Assume ownership of debris and dispose of at an approved location. Do not dispose of debris on private property unless approved in writing by the Engineer.

General: Traffic Control and Construction

Schedule construction operations such that preparing individual items of work follows in close sequence to constructing storm drains in order to provide as little inconvenience as practical to the businesses and residents along the project.

Schedule work so that the base placement operations follow the subgrade work as closely as practical to reduce the hazard to the traveling public and to prevent undue delay caused by wet weather.

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When design details are not shown on the plans, provide signs and arrows conforming to the latest "Standard Highway Sign Designs for Texas" manual.

General: Utilities

Consider the locations of underground utilities depicted in the plans as approximate and employ responsible care to avoid damaging utility facilities. Depending upon scope and magnitude of planned construction activities, advanced field confirmation by the utility owner or operator may be prudent. Where possible, protect and preserve permanent signs, markers, and designations of underground facilities.

If the Contractor damages or causes damage (breaks, leaks, nicks, dents, gouges, etc.) to the utility, contact the utility facility owner or operator immediately.

At least 48 hours before starting work, make arrangements for locating above ground and underground fiber optic, communications, power, illumination, and traffic signal cabling and conduit. Use caution if working in these areas to avoid damaging or interfering with existing facilities.

If overhead or underground power lines need to be de-energized, contact the electrical service provider to perform this work. Costs associated with de-energizing the power lines or other protective measures required are at no expense to the City of Texas City.

If working near power lines, comply with the appropriate sections of Texas State Law and Federal Regulations relating to the type of work involved.

Perform electrical work in conformance with the National Electrical Code (NEC) and Department standard sheets.

Item 5: Control of Work

Before contract letting, electronically generated earthwork cross-section data will be furnished free of charge to the prospective bidders on a compact high-density disk, in an ASCII print format. This will be available through the Association of General Contractors bulletin board service or through the Area Engineer's office. If the earthwork data is not available electronically, reproducible earthwork cross sections are available at the Area Engineer's office for borrowing by copying service companies for the purpose of making copies for the prospective bidders, at the prospective bidder's expense. The earthwork cross-section data provided above is for non-construction purposes only and it is the responsibility of the prospective bidder to validate the enclosed data with the appropriate plans, specifications, and estimates for the projects.

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2024 Construction Specification Required Shop/Working Drawing Submittals Consultant Generated Plans						
Spec Item No.'s	Product	Submittal Required	Approval Required (Y/N)	Contractor / Fabricator P.E. Seal Required	Reviewing Party	Shop or Working Drawing (Note)
680	Installation of Highway Traffic Signals	Y	Y	N	Consultant	SD
682	Vehicle and Pedestrian Signal Heads	Y	Y	N	Consultant	SD
684	Traffic Signal Cables	Y	Y	N	Consultant	SD
685	Roadside Flashing Beacon Assemblies	Y	Y	N	Consultant	SD
686	Traffic Signal Pole Assemblies (Steel)	Y	Y	N	Consultant	SD
688	Detectors	Y	Y	N	Consultant	SD

Notes: Document flow for Working Drawings differs from Shop Drawings in that Working Drawings must be submitted to the Engineer rather than the Engineer of Record and they are for the information of the Engineer only; an approval stamp and distribution to all project offices is not required.

Item 7: Legal Relations and Responsibilities

This project does not require a U.S. Army Corps of Engineers (USACE) Section 404 Permit before letting, but if a permit is needed during construction, assume responsibility for preparing the permit application. Submit the permit application to the Department's District Environmental Section for approval. Once the permit application is approved, the Department will submit it to the USACE. Assume responsibility for the requested revisions, in coordination with the Department's District Environmental Section.

Maintain the roadway slope stability. Maintaining slope stability is subsidiary to the various bid items.

No significant traffic generator events identified.

Item 416: Drilled Shaft Foundations

Include the cost for furnishing and installing anchor bolts mounted in the drilled shafts in the unit bid price for the various diameter drilled shafts.

Item 502: Barricades, Signs, and Traffic Handling

Use a traffic control plan for handling traffic through the various phases of construction. Follow the phasing sequence unless otherwise agreed upon by Traff Data & Associates, Inc. and the Project Manager. Ensure this plan conforms to the latest "Texas Manual on Uniform Traffic Control Devices" and the latest Barricade and Construction (BC) Standard Sheets. The latest versions of Work Zone Standard Sheets WZ (BTS-1) and WZ (BTS-2) are the traffic control plan for the signal installations.

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Submit changes to the traffic control plan to Traff Data & Associates, Inc. Provide a layout showing the construction phasing, signs, striping, and signalizations for changes to the original traffic control plan.

Furnish and maintain the barricades and warning signs, including the necessary temporary and portable traffic control devices, during the various phases of construction. Place and construct these barricades and warning signs in accordance with the latest “Texas Manual on Uniform Traffic Control Devices” for typical construction layouts.

Cover work zone signs when work related to the signs is not in progress, or when any hazard related to the signs no longer exists.

Keep the delineation devices, signs, and pavement markings clean. This work is subsidiary to the Item, “Barricades, Signs, and Traffic Handling.”

Before detouring traffic onto the mainlane shoulders, remove dirt, debris, vegetation, and other deleterious material from the surface of the shoulders. Appropriately sign the detour in an approved manner. This work is subsidiary to the various bid items.

Cover or remove the permanent signs and construction signs that are incorrect or that do not apply to the current situation for a particular phase.

Do not mount signs on drums or barricades, except those listed in the latest Barricades and Construction standard sheets.

Use traffic cones for daytime work only. Replace the cones with plastic drums during nighttime hours.

Place positive barriers to protect drop-off conditions greater than 2 ft. within the clear zone that remain overnight.

Use shadow vehicles with Truck Mounted Attenuators (TMA) for lane and shoulder closures.

Do not reduce the existing number of lanes open to traffic except as shown

on the following time schedule:

One Lane Closure			
Day	Daytime Work Hours	Nighttime Work Hours	Restricted Hours Subject to Lane Assessment Fee
Monday	9:00 AM - 3:00 PM	N/A	N/A
Tuesday	9:00 AM - 3:00 PM	N/A	N/A
Wednesday	9:00 AM - 3:00 PM	N/A	N/A
Thursday	9:00 AM - 3:00 PM	N/A	N/A
Friday	9:00 AM - 3:00 PM	N/A	N/A
Saturday	N/A	N/A	N/A
Sunday	N/A	N/A	N/A

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The above times are approved for the traffic control conditions listed. The Engineer may approve other closure times if traffic counts warrant. The Engineer may reduce the above times for special events.

Provide full-time, off-duty, uniformed, certified peace officers, as part of traffic control operations. The peace officers must be able to show proof of certification by the Texas Commission on Law Enforcement Officers Standards. The cost of the officers is paid for on a force account basis.

A minimum of 7 days in advance of any total closure, place a portable changeable message (PCM) sign at the location of each total closure which informs the traveling public of the details of the closure. Alternately, if the Traffic Control Plan provides a positive barrier at the location, a non-trailer mounted static message board sign behind the positive barrier may be used in place of a PCM.

Item 531: Conduit

When backfilling bore pits, ensure that the conduit is not damaged during installation or due to settling backfill material. Compact select backfill in 3 equal lifts to the bottom of the conduit; or if using sand, place it 2 in. above the conduit. Ensure backfill density is equal to that of the existing soil. Prevent material from entering the conduit.

Construct bore pits a minimum of 5 ft. from the edge of the base or pavement. Close the bore pit holes overnight.

Unless otherwise shown on the plans, install underground conduit a minimum of 24 in. deep. Install the conduit in accordance with the latest National Electrical Code (NEC) and applicable Department standard sheets. Place conduit under driveways or roadways a minimum of 24 in. below the pavement surface.

If using casing to place bored conduit, the casing is subsidiary to the conduit.

Where PVC, duct cable, and HDPE conduit 1 in. and larger is allowed and installed per Department standards, provide a PVC elbow in place of the galvanized rigid metal elbow required by the Electrical Details standards. Ensure the PVC elbow is of the same schedule rating as the conduit to which it is connected. Use only a flat, high tensile strength polyester fiber pull tape to pull conductors through the PVC conduit system

It might be necessary to cut concrete for placement of conduit. Saw cut existing concrete, remove the concrete from the steel reinforcement (bars or fabric) and bend the steel to install the conduit. After the conduit has been placed, bend the steel back to its original position and back-fill the trench with an approved concrete. This work is subsidiary to this Item.

Item 620: Electrical Conductors

Test each wire of each cable or conductor after installation. Incomplete circuits or damage to the wire or the cable are cause for immediate rejection of the entire cable being tested. Remove and replace the entire cable at no expense to the Department. Also test the replacement cable after installation.

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When pulling cables or conductors through the conduit, do not exceed the manufacturer's recommended pulling tensions. Lubricate the cables or conductors with a lubricant recommended by the cable manufacturer.

Ensure that circuits test clear of faults, grounds, and open circuits.

Split bolt connectors are allowed only for splices on the grounding conductors.

For Roadside Flashing Beacon Assemblies (Item 685) and Pedestal Pole Assemblies (Item 687) within the project, provide single-pole breakaway disconnects as shown on the Construction Division (CST) material producers list. Check the latest link on the Department website for this list. The category is "Roadway Illumination and Electrical Supplies." The fuse holder is shown on the list under Item 685. For underground (hot) conductors, install a breakaway connector with a dummy fuse (slug). Provide dummy fuse (slug). For grounded (neutral) conductors, install a breakaway connector with a white colored marking and a permanently installed dummy fuse (slug).

For electrical licensing and electrical certification requirements for this project, see Item 7 of the Standard Specifications and any applicable special provisions to Item 7.

Item 624: Ground Boxes

The ground box locations are approximate. Alternate ground box locations may be used as directed, to avoid placing in sidewalks or driveways.

Ground metal ground box covers. Bond the ground box cover and ground conductors to a ground rod located in the ground box and to the system ground.

Ground the existing metal ground box covers as shown on the latest standard sheet

ED (4)-14.

During construction and until project completion, provide personnel and equipment necessary to remove ground box lids for inspection. Provide this assistance within 24 hours of notification.

Construct concrete aprons in accordance with the latest standard sheet ED (4)-14. Make the depth of the concrete apron the same as the depth of the ground box, except for Type 1 and Type 2 ground boxes. For Type 1 or Type 2 ground boxes, construct the concrete apron in accordance with details shown on the "Ground Box Details Installations" standard.

Item 628: Electrical Services

Verify and coordinate the electrical service location with the engineering section of the appropriate utility district or company.

Identify the electrical service pole with an address number assigned by the Utility Service Provider. Provide 2-in. numerals visible from the highway. Provide numbers cut out aluminum figures nailed to wood poles or painted figures on steel poles or service cabinets.

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Make all arrangements for electrical service, and compliance with local standards and practices for proper installations.

Item 662: Work Zone Pavement Markings

At the end of each workday, mark roadways that remain open to traffic during construction operations with standard pavement markings, in accordance with the latest "Texas Manual on Uniform Traffic Control Devices."

Do not use raised pavement markers as optional work zone pavement markings on final asphalt surfaces.

For transition lane lines and detour lane lines, use raised pavement markers as shown for solid lines on the latest Barricade and Construction standard sheet for "Work Zone Pavement Marking Details."

Item 666: Pavement Marking

All Type II (Paint) pavement markings to use chlorinated rubber paint.

Item 666: Reflective Pavement Markers

Place all adhesive material directly from the heated dispenser to the pavement. Do not use portable or non-heated containers. Use adhesive of sufficient thickness so that when the marker is pressed into the adhesive, 1/8" or more adhesive will remain under 100% of the marker. The adhesive should extend not less than 1/2" but not more than 1 1/2" beyond the perimeter of the marker.

Item 672: Raised Pavement Markers

Before placing the raised pavement markers on concrete pavement, blast clean the surface using an abrasive-blasting medium. This work is subsidiary to the Item, "Raised Pavement Markers."

Provide epoxy adhesive that is machine-mixed or nozzle-mixed and dispensed.

Equip the machine or nozzle with a mechanism to ensure positive mix measurement control.

Place all adhesive material directly from the heated dispenser to the pavement. Do not use portable or non-heated containers. Use adhesive of sufficient thickness so that when the marker is pressed into the adhesive, 1/8" or more adhesive will remain under 100% of the marker. The adhesive should extend not less than 1/2" but not more than 1 1/2" beyond the perimeter of the marker.

Item 680: Highway Traffic Signals

Clearly mark or highlight on the shop drawings the items being furnished for this project.

Furnish labor, tools, equipment, and materials as shown on the plans and specifications for a complete and operating signal installation.

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The locations shown on the plans for signal pole foundations, controller foundations, conduit and other items may be adjusted to better fit field conditions as approved. Make adjustments in project construction, if needed, due to conflicts with underground utilities.

Furnish and install a new Henke Enterprises NEMA TS2 Type 2 controller and cabinet, meeting the requirements of Departmental Materials Specifications DMS-11170.

Demonstrate that the field wiring is properly installed. Install the electrical equipment in a neat and workmanlike manner.

Provide a full-time qualified traffic signal technician responsible for installing, maintaining, or replacing traffic signal devices.

Use qualified personnel to respond to and diagnose all trouble calls during the thirty-day test period. Repair any malfunction to Contractor-supplied signal equipment. Provide to the Engineer a local telephone number, not subject to frequent changes and available on a 24-hour basis, for reporting trouble calls. Response time to reported calls must be less than 2 hours. Make appropriate repairs within 24 hours. Place a logbook in the controller cabinet and keep a record of each trouble call reported. Notify the Engineer of each trouble call. Do not clear the error log in the conflict monitor or MMU during the thirty-day test period without approval.

Staking in the field is subject to approval.

Field verify the depths of the drill shafts to meet the minimum clearances specified in the plans before ordering materials

Provide continuous conductors without splices from signal controller to signal heads. Route the conductors for luminaires to the service enclosure.

Abrasions to the conductor insulation caused while pulling cable for the traffic signal system are cause for immediate rejection. Remove and replace the entire damaged cable at no expense to the Department.

When pulling cables or conductors through conduit, do not exceed the manufacturer's recommended pulling tensions. Lubricate the cables or conductors with a lubricant as recommended by the cable manufacturer.

Bond the controller housing, signal poles, conduit, and spans to a minimum No. 8 AWG stranded copper conductor. An equipment grounding conductor is required in every conduit to form a continuous grounding system. Effectively connect the grounding system to ground rods or concrete encased grounding electrodes as indicated in the plans.

Wrap signal heads with dark plastic or suitable material to conceal the signal faces from the time of installation until placing into operation. Do not use burlap.

Furnish signal heads from the same manufacturer.

Use Type C High Specific Intensity grade sheeting for signs mounted under or adjacent to the signal heads.

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Furnish and attach compression type connectors. Install the connectors with a compression mechanical release hand-crimping tool to each individual conductor before making connections to the terminal strips.

The Contractor may use ready mix concrete.

Apply membrane curing on concrete work in accordance with Section 420.4.10.3, "Membrane Curing."

Item 682: Vehicle and Pedestrian Signal Heads

Install two set screws on vehicle signal head mounting hardware fittings.

Furnish black housings for vehicle signals. Furnish black vehicle signal head back plates.

Cover all signal faces until placed in operation. This work is subsidiary to various bid items.

Item 684: Traffic Signal Cables

Provide an extra 10' for each cable terminating in the controller cabinet. All cables must be continuous without splices from terminal point to terminal point. All proposed signal cable must be #12 AWG stranded copper.

Item 685: Roadside Flashing Beacon Assemblies

Furnish and install screw-in anchor foundations in accordance with Special Specification Item, "Screw-In Anchor Type Foundations." The work performed and materials furnished in accordance with this Item are subsidiary to the Item, "Roadside Flashing Beacon Assemblies."

Item 686 & 687: Traffic Signal & Pedestrian Pole Assemblies

Provide all signal poles from the same manufacturer. Pedestrian poles may be from a different manufacturer.

Item 688: Pedestrian and Vehicle Detectors

The button placement must be coordinated with the concrete pad to access the button according to ADA and TAS. If any mounting modifications are needed (extensions, brackets, etc.) to meet ADA and TAS requirements the adjustment will be subsidiary to Item 688. The concrete pad (if required) will be paid separately.

Furnish and install new Polara Enterprises accessible pedestrian signals (APS) push buttons or approved equivalent.

City of Texas City Notes:

Area of Work

Contractor shall restore the construction area to original condition prior to final inspection.

Signal Mast Arms

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All mast arms shall be installed with a mast arm damping plate.

Cabinet

Henke -TxDOT Standard TW2 Cabinet to be used.

Controller

Controller must be approved by the City of Texas City.

Detector System

NoTraffic Intersection Vehicle Detection and Sensing System including NoTraffic Control Unit with power supply and cables and NoTraffic Smart Sensors

Preemption System

Tomar preemption system to be used.

Conduit

All conduits under roadways and driveways shall be bored and jacked. Contractor shall exercise caution when boring and/or excavating in the vicinity of underground utilities.

All conduits under paved shoulders or natural ground shall be trenched and buried. However, the contractor shall backfill, compact and restore trenched area to original condition and match existing surface condition to the density of adjacent area.

Pavement Markings

All pavement marking shall be Type II (Paint) chlorinated rubber paint.