

**CITY OF TEXAS CITY  
REGULAR CALLED CITY COMMISSION MEETING**

**\* \* AGENDA \* \***

**WEDNESDAY, SEPTEMBER 3, 2008 - 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM - CITY HALL**

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. PROCLAMATIONS AND PRESENTATIONS**
- 4. PUBLIC HEARING**
  - a. A public hearing to hear citizens' opinion in favor of or in opposition to the proposal to increase total tax revenues from properties on the tax roll in the preceding year by 8.44 percent (2008 proposed tax rate will be 42.50¢ per \$100 valuation as compared to 2007 tax rate of 43.561¢ per \$100 valuation). (Finance Dept.)
  - b. Stepchinski/Singh request to rezone from "A" (Residential) to "E-2" (Freeway Commercial) to construct a hotel; being approximately 20,000 square feet out of Lots 47, 48, 73, and 74 Re-subdivision of 1st Subdivision of Highland Allotment; located between I-45 and Noble Road, Texas City, Texas.
- 5. PRELIMINARY ZONING APPROVAL**
  - a. Consider preliminary approval of Stepchinski/Singh request to rezone from "A" (Residential) to "E-2" (Freeway Commercial) to construct a hotel. (Planning Dept.)
- 6. CONSENT AGENDA**
  - a. Consider approval of the minutes from the August 20, 2008 Regular Called City Commission Meeting and the August 27, 2008 Special Called City Commission Meeting.
  - b. Consider approval of **Resolution No. 08-068** awarding the **annual contract for Motor and Pump Maintenance/Repair**. (Purchasing Dept.)
  - c. Consider approval of **Resolution No. 08-069** awarding the contract for the **9th St. and 7th St. Paving, Drainage, Water & Sewer Improvements Project**. (Purchasing Dept.)

- d. Consider approval of **Resolution No. 08-070** declaring the Texas City Train Festival to be a City-wide event for the purpose of critical economic development in the downtown area and declaring the necessity of and approving the **temporary closure of blocks 400 and 500 of Loop 197 (6th Street North) to all through traffic on November 8 and November 9, 2008** . (Management Services Dept.)
- e. Consider approval of **Resolution No. 08-071** awarding the **annual Stationery Contract**. (Purchasing Dept.)
- f. Consider approval of **Resolution No. 08-072** authorizing the Mayor to enter into an **agreement with National Sign Plazas** (NSP) for the placement of their signs in the City's right-of-ways. (Transportation and Planning Dept.)

7. **REGULAR ITEMS**

- a. Consider approval of **Ordinance No. 08-38** establishing a **temporary moratorium on the licensing of Game Rooms** in the City of Texas City. (Police Dept.)

8. **PUBLIC COMMENTS**

9. **MAYOR'S COMMENTS**

10. **COMMISSIONERS' COMMENTS**

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

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

**I CERTIFY THAT THE ABOVE NOTICE OF THE MEETING WAS POSTED ON THE BULLETIN BOARD IN THE MUNICIPAL BUILDING, 1801 9TH AVENUE NORTH, TEXAS CITY, TEXAS ON THE DATE LISTED BELOW AT 5:00 P.M.**

/s/ Pamela A. Lawrence  
**PAMELA A. LAWRENCE**  
**CITY SECRETARY**

**DATED: August 29, 2008**

4.a.

**Notice of Public Hearing on Tax Increase  
CITY COMMISSION AGENDA 2**

**Date:** 09/03/2008

**Submitted By:** Michel Dawson, Tax Office

**Department:** Tax Office

**Agenda Area:** Public Hearing

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**Information**

**ACTION REQUEST (Brief Summary)**

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

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**Attachments**

Link: [Notice of Public Hearing on Tax Increase](#)

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# Notice of Public Hearing on Tax Increase

The City of Texas City will hold two public hearings on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 8.44 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax rate calculated under Chapter 26, Tax Code). Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted.

The first public hearing will be held on August 27, 2008 at 5:00 PM at Kenneth T. Nunn Council Room, City Hall, 1801 Ninth Avenue North, Texas City.

The second public hearing will be held on September 3, 2008 at 5:00 PM at Kenneth T. Nunn Council Room, City Hall, 1801 Ninth Avenue North, Texas City.

The members of the governing body voted on the proposal to consider the tax increase as follows:

**FOR:**

Mayor Matthew T. Doyle

Mayor Pro Tem Mike Land

Commissioner Dedrick D. Johnson Sr.

Commissioner Tommy Clark

Commissioner Donald B. Singleton

**AGAINST:**

None

**PRESENT and not**

None

**voting:**

**ABSENT:**

Commissioner Dee Ann Haney

Commissioner John W. Wilson Jr.

The average taxable value of a residence homestead in City of Texas City last year was \$71,120. Based on last year's tax rate of \$0.435610 per \$100 of taxable value, the amount of taxes imposed last year on the average home was \$309.81.

The average taxable value of a residence homestead in City of Texas City this year is \$72,626. If the governing body adopts the effective tax rate for this year of \$0.391906 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$284.63

If the governing body adopts the proposed tax rate of \$0.425000 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$308.66.

Members of the public are encouraged to attend the hearings and express their views.



## Rezoning for Stepchinski/Singh

### CITY COMMISSION AGENDA 2

**Date:** 09/03/2008  
**Submitted By:** Julie Morreale, Planning  
**Submitted For:** Don Carroll  
**Department:** Planning  
**Agenda Area:** Public Hearing

#### Information

##### **ACTION REQUEST (Brief Summary)**

Request to schedule a rezoning public hearing for Stepchinski/Singh to rezone from "A" (Residential) to "E-2" (Freeway Commercial) for hotel. Being part of Lot 47, Lot 48, Lot 73, Lot 74; Resubdivision of 1st Subdivision of Highland Allotment, Being a part of approximately 20,000 square feet. Between I-45 and Noble Road

##### **BACKGROUND**

This proposed rezoning request was given approval with stipulations by the Zoning Commission on June 17, 2008 and Planning Board on July 7, 2008. It is now ready to go before City Commission for final disposition.

##### **ANALYSIS**

##### **ALTERNATIVES CONSIDERED**

#### Fiscal Impact

#### Attachments

Link: [CC PH Notice-Stepchinski/Singh](#)  
 Link: [Mime City Comm](#)  
 Link: [Pub notice](#)  
 Link: [opp letters](#)  
 Link: [ZC minutes](#)  
 Link: [PL board letter](#)  
 Link: [PL minutes](#)

## NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Commission of Texas City will hold a **PUBLIC HEARING** on **Wednesday, August 20, 2008 at 5:00 p.m.** in the Kenneth T. Nunn Room at City Hall. The purpose of the Public Hearing is to hear citizens' opinion in favor of or in opposition to the City of Texas City rezoning requests.

**REQUEST BY:** Gurdev Singh request to rezone from "A-1" (Single Family Residential) to "E-2" (Freeway Commercial) to construct a hotel.

**BEING:** Approximately 20,000 acres out of Lots 47, 48, 73, and 74 Re-subdivision of 1<sup>st</sup> Subdivision of Highland Allotment.

**LOCATED :** Between I-45 and Noble Road, Texas City, Texas.

Any citizen wishing to voice his or her opinion in favor of or in opposition to the above change is invited to be present and will be heard. If you are opposed to this rezoning request, you must submit valid reasons for opposition in writing to the City Commission of Texas City, P. O. Drawer 2608, Texas City, TX 77592-2608. Written comments will be accepted and considered on or before the date of the Public Hearing. After hearing the rezoning request, you may withdraw your opposition should your objections be satisfied. Your withdrawal should be in writing to the City Commission.

/s/ Pamela A. Lawrence  
Pamela Lawrence, City Secretary  
City of Texas City

Date of posting: July 29, 2008

# MEMO

**TO:** City Commission  
**FROM:** Don Carroll, City Planner  
**DATE:** July 21, 2008  
**RE:** Noble Road/Stepchinski/Singh

This request was reviewed by both the Planning Board on July 7, 2008 and the Zoning Commission on June 17, 2008. The request is not in conflict with the City's Land Use Plan or Zoning Ordinance.

There was opposition from property owners within 200 feet. The opposition however is not 20% of the total area adjacent to the site being considered for rezoning and therefore will not require the Super Majority vote.

Staff has recommended that a solid masonry wall (6 ft) with tree planting be constructed along the north property perimeter which is adjacent to residentially zoned property. The remaining perimeter can be a combination of wrought iron with shrubs to complete the landscaping along the perimeter. A detailed site plan will be reviewed in order to check for adherence to the performance standard stipulations required for this development. The Zoning Commission members recommended approval contingent upon satisfying the performance standards stipulations. Staff and Planning Board will comply and make sure this stipulation is adhered to. All members present voted aye – for a detailed summary reference Planning Board and Zoning Commission minutes of June 17, 2008 and July 7, 2008.

DC:jm

## **NOTICE OF PUBLIC HEARING**

Notice is hereby given that a Public Hearing will be held before the Texas City Zoning Commission at 5:15 p.m. on Tuesday, June 3, 2008 in the Conference Room at City Hall Annex. The purpose of the Public Hearing is to hear citizens' opinion in favor of or in opposition to the City of Texas City rezoning requests.

**REQUEST BY:** Gurdev Singh to rezone from "A-1" (Single Family Residential) to "E-2" (Freeway Commercial) for hotel.

**BEING:** Being part of Lot 47, Lot 48, Lot 73, Lot 74; Resubdivision of 1<sup>st</sup> Subdivision of Highland Allotment, Being a part of approximately 20,000 acres.

**LOCATED AT:** Between I-45 and Noble Road

Any citizen wishing to voice his opinion in favor of or in opposition to the above change is invited to be present and will be heard. If you are opposed to the proposed rezoning you must submit valid reasons for opposition in writing to the Zoning Commission of Texas City, P.O. Drawer 2608, Texas City TX 77592-2608. Written comments will be accepted and considered on or before the date of the Public Hearing. After hearing the rezoning request, you may withdraw your opposition should your objections be satisfied. Your withdrawal should be in writing to the Zoning Commission.

Respectfully,

Donald R. Carroll  
City Planner

DRC:jm  
DATED: May 13, 2008

Date: 6/14/08

To: City of Texas Zoning Commission

I received a Notice of Public Hearing to request rezoning property in the Texas City area.

I oppose the request of Gurdev Singh to rezone from "A-1" (Single Family Residential) to "E-2" (Freeway Commercial) for a hotel.

The property being part of Lot 47, Lot 48, Lot 73, Lot 74; Resubdivision of 1<sup>st</sup> Subdivision of Highland Allotment, being a part of approximately 21,000 acres. Located between I-45 and Noble Road, West Texas City, TX 77591.

I feel that this will cause:

More Crime in the area

More traffic in the area

Constant traffic at all hours of the day and night

More speeders in the area

More Litter

Value of our house and property will go down

Respectfully,

Richard Jaramillo

320 Noble Road South

Texarkana City, Tx 77591

409-935-6169

Date: 6-14-08

To: City of Texas Zoning Commission

I received a Notice of Public Hearing to request rezoning property in the Texas City area.

I oppose the request of Gurdev Singh to rezone from "A-1" (Single Family Residential) to "E-2" (Freeway Commercial) for a hotel.

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More Litter

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Respectfully,

Adolf Jaramilla  
319-Blanchard  
T.C. 77591  
409-9381424

Date: 6-14-08

To: City of Texas Zoning Commission

I received a Notice of Public Hearing to request rezoning property in the Texas City area.

I oppose the request of Gurdev Singh to rezone from "A-1" (Single Family Residential) to "E-2" (Freeway Commercial) for a hotel.

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

Respectfully,

Tony + Laura Vargas

309 South Noble Rd

Texas City TX 77591

409 9355974

\_\_\_\_\_

Date: June 15, 2008

To: City of Texas Zoning Commission

I received a Notice of Public Hearing to request rezoning property in the Texas City area.

I oppose the request of Gurdev Singh to rezone from "A-1" (Single Family Residential) to "E-2" (Freeway Commercial) for a hotel.

The property being part of Lot 47, Lot 48, Lot 73, Lot 74; Resubdivision of 1<sup>st</sup> Subdivision of Highland Allotment, being a part of approximately 21,000 acres. Located between I-45 and Noble Road, West Texas City, TX 77591.

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

Respectfully,

Sandra K. Spung

305 S. Noble Rd

Texas City, Tx 77591

409-935-6014

\_\_\_\_\_



Date: 6-15-8

To: City of Texas Zoning Commission

I received a Notice of Public Hearing to request rezoning property in the Texas City area.

I oppose the request of Gurdev Singh to rezone from "A-1" (Single Family Residential) to "E-2" (Freeway Commercial) for a hotel.

The property being part of Lot 47, Lot 48, Lot 73, Lot 74; Resubdivision of 1<sup>st</sup> Subdivision of Highland Allotment, being a part of approximately 21,000 acres. Located between I-45 and Noble Road, West Texas City, TX 77591.

I feel that this will cause:

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More speeders in the area

More Litter

Value of our house and property will go down

Respectfully,

Mary M. Singh

316 South Noble Rd.

Texas City TX 77591

(409) 747-2596

Date: 6-14-08 .

To: City of Texas Zoning Commission

I oppose the request of Gurdev Singh to rezone from "A-1" (Single Family Residential) to "E-2" (Freeway Commercial) for a hotel.

The property being part of Lot 47, Lot 48, Lot 73, Lot 74; Resubdivision of 1<sup>st</sup> Subdivision of Highland Allotment, being a part of approximately 21,000 acres. Located between I-45 and Noble Road, West Texas City, TX 77591.

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More Litter

Value of our house and property will go down

Respectfully,

Jack Carr

314 Blanchard

Jasper City Tx 77591

(409) 938-4114

Date: \_\_\_\_\_

To: City of Texas Zoning Commission

I oppose the request of Gurdev Singh to rezone from "A-1" (Single Family Residential) to "E-2" (Freeway Commercial) for a hotel.

The property being part of Lot 47, Lot 48, Lot 73, Lot 74; Resubdivision of 1<sup>st</sup> Subdivision of Highland Allotment, being a part of approximately 21,000 acres. Located between I-45 and Noble Road, West Texas City, TX 77591.

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

Respectfully,

*Eddie + Sisay Oliver*  
*322 BLANC HARD*  
*Texas City*  
*(409) 938-8552*

Date: 6-14-08

To: City of Texas Zoning Commission

I oppose the request of Gurdev Singh to rezone from "A-1" (Single Family Residential) to "E-2" (Freeway Commercial) for a hotel.

The property being part of Lot 47, Lot 48, Lot 73, Lot 74; Resubdivision of 1<sup>st</sup> Subdivision of Highland Allotment, being a part of approximately 21,000 acres. Located between I-45 and Noble Road, West Texas City, TX 77591.

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Value of our house and property will go down

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

Respectfully,

Sandra Rogers / Randy R. Rogers

311 Blanchard

Texas City, Tex. 77591  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

To: City of Texas Zoning Commission

I received a Notice of Public Hearing to request rezoning property in the Texas City area.

I oppose the request of Gurdev Singh to rezone from "A-1" (Single Family Residential) to "E-2" (Freeway Commercial) for a hotel.

The property being part of Lot 47, Lot 48, Lot 73, Lot 74; Resubdivision of 1<sup>st</sup> Subdivision of Highland Allotment, being a part of approximately 21,000 acres. Located between I-45 and Noble Road, West Texas City, TX 77591.

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More Litter

Value of our house and property will go down

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

Respectfully,

*Norman V. Johnson*  
\_\_\_\_\_  
*301 S Noble*  
\_\_\_\_\_  
*Texas City Texas*  
\_\_\_\_\_  
*77591*  
\_\_\_\_\_  
*409-935-7224*  
\_\_\_\_\_

## ZONING COMMISSION MINUTES

June 17, 2008

The Zoning Commission for the City of Texas City met in a regularly scheduled meeting on Tuesday, June 17, 2008 at 5:15 p.m. Board members present were: Chairman Tom Medlin, Bert Dahl, Gilbert Torres and Yvonne Chatelain. Staff members present were: Don Carroll, Brian Falk, and Julie Morreale. Citizens present were: Larry Hurst, Delia Molina, Nick Stepchinski, Christy Stepchinski, Terry Lera, Hollis Baugh and Dolores Johnson.

Chairman Medlin welcomed everyone and explained the procedure for the Public Hearings.

**APPROVAL OF MINUTES.** The minutes from the June 3, 2008 meeting were approved on a motion by Bert Dahl/Yvonne Chatelain. All members present voted aye.

**ITEM NO. 1 (SP - Planning Industrial Rezoning request) Site Plan Review for Brand Energy Services Inc. Located at 5730 FM 646 East. Being part of Block 7 & Block 8, Subdivision of Semi-Tropical Gardens. Being a portion of approximately 6.672 acres.**

**(Action)** Mr. Carroll stated that 5 property owners were notified of the intent to rezone, to date no letters of opposition have been received regarding the request. Mr. Carroll then read the comments from the various Department Heads. The comments were as follows: Planning Director, "This request is a non conforming use that has extenuating circumstances associated with it. The Land Use Plan has identified this area as an Activity Corridor. It is adjacent to a railroad track and high voltage electrical transmission tower to the east. This transmission line also traverse east and west some distance south and traverse back into the P. H. Robinson Plant. Because of the extenuating circumstances we recommend Site Planned Industrial with special stipulations to be included in a development agreement. See attached stipulations.". Building Official, "No objections". Fire Marshall, "No objections". Tax Assessor-Collector, "No delinquent city, county or school tax". City Engineer, "In conflict with Land Use Plan, would need significant buffering and landscaping enhancements to help compatibility with future surrounding residential." The Public Hearing was then opened on **a motion by Bert Dahl/Yvonne Chatelain. All members present voted aye.** Mr. Larry Hurst gave a company overview of Brand Energy Services. Ms. Terri Lera stated they are interested in adding a warehouse and small lay down yard for equipment. Mr. Medlin asked if Brand Energy would adhere to the stipulations requested by the Staff. Ms. Lera stated Brand Energy would comply with the requests. Mr. Dahl asked if there were many residential properties in the area. Ms. Lera stated there were not many homes in the area. Mr. Torres asked if this was the best use for the property. Mr. Carroll stated with the transmission lines and railroad tracks in this area that allowing Brand Energy to expand would be a good use for the property and with the enhanced landscaping the residential area would be shielded from the business. After a brief discussion, **a motion to close the Public Hearing was made by Yvonne Chatelain/Bert Dahl. All members present voted aye. A motion to approve the rezoning request was made by Bert Dahl/Gilbert Torres. All members present voted aye.**

**ITEM NO. 1 Continued from June 3, 2008 meeting - Gurdev Singh requests to rezone from "A-1" (Single Family Residential) to "E-2" (Freeway Commercial) for hotel. Being part of Lot 47, Lot 48, Lot 73, Lot 74; Resubdivision of 1<sup>st</sup> Subdivision of Highland. Being a part of approximately 20,000 square feet. Between I-45 and Noble Road. (Action)** Mr. Carroll stated this item was scheduled to come before the Planning Board on June 16, 2008 but there was not a quorum for the meeting and the meeting was cancelled. Mr. Carroll read the letter

that was prepared for presentation to the Planning Board members (attached). Mr. Carroll also provided pictures of masonry walls in the area, along with information regarding hybrid trees. Mr. Carroll stated that Staff has recommended screening using a masonry fence, but if the applicant disagrees with the recommendation they will have the option under Section 40-59, subsection (f) for appeal to the City Commission for alternative fencing. The Public Hearing was then opened on **a motion by Bert Dahl/Yvonne Chatelain. All members present voted aye.** Mr. Nick Stepchinski presented pictures of wooden fencing, a conceptual plan of the hotel, pictures of the hotel franchise, egress for the hotel and pipeline information for the property (attached). Mr. Stepchinski stated they intend to have a wooden fence with landscaping and that a masonry fence would not cost prohibitive for the project. Mr. Stepchinski stated he has been unable to locate other masonry fences in Texas City for similar rezoning requests. Mr. Carroll stated that a masonry fence is suggested for this project and has been approved for other projects on the Gateway Corridor. Mr. Carroll asked Mr. Stepchinski to present pricing for all fencing options. Mr. Stepchinski questioned the Gateway Ordinance regarding fencing. Mr. Carroll read the Gateway Ordinance regulations to Mr. Stepchinski and gave the intent of the regulation. Mr. Medlin offered to hear from the citizens present in opposition. Mrs. Delia Molina, representing her son, Jimmy Molina, stated her son mailed in a letter of opposition. She stated that he owns the residential property closest to the property in question and they do not want a hotel in the area. She stated she worries about the safety of the neighborhood with a hotel on the property. Ms. Johnson stated she lives four houses down from the potential hotel and worries about the safety of the children in the neighborhood with increased traffic in the area. Ms. Debbie Reynolds asked if fencing would be around the whole hotel. Mr. Carroll stated that the fencing would be on all sides in regards to the residential area. Ms. Reynolds questioned the locations of the entrance and exits for the hotel. Mr. Carroll informed Ms. Reynolds that TXDot would instruct the property owners where that would be available and that information is not given through this Commission. Mr. Carroll continued that the plans at this time are only conceptual. Ms. Reynolds stated that hotels/motels increase the crime rate. Mr. Carroll stated that is outside the scope of this Commission which regulates land use. Mr. Carroll continued with informing the Ms. Reynolds that all information regarding crime that has been offered will be forwarded to the City Commission. After a brief discussion, **a motion to close the Public Hearing was made by Yvonne Chatelain/Bert Dahl. All members present voted aye. A motion to accept the rezoning contingent on the Planning Board and Staff recommendation of screening and entrance on Noble Road to be brought before the Planning Board on July 7, 2008 was made by Gilbert Torres/Bert Dahl. All members present voted aye.**

**ITEM NO. 3 Other Business.** Mr. Carroll stated Staff Recommendations changes to be made for “Light Industry” to adhere to the Brick Masonry Ordinance will be brought to the Zoning Commission after Staff obtain more data.

After a brief discussion **a motion was made by Gilbert Torres/Bert Dahl to adjourn. All members present voted aye.**

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Rev. Tom Medlin, Chairman

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Donald R. Carroll, Secretary



Memorandum

To: Planning Board

From: Don Carroll

Date: June 13, 2008

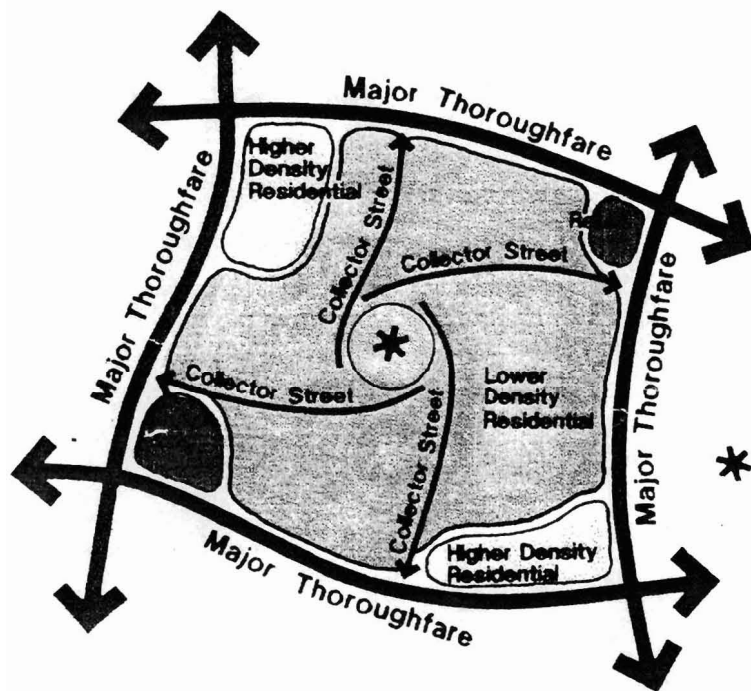
Re: Nick Stepchinsk's Hotel Proposal: Located Between Noble Road and the I-45 Feeder Road

This issue was referred to the Planning Board to address the recommended performance standards for rezoning approval consideration. This is a controversial request where there is opposition from property owners both from within and beyond the 200ft. notification limit. The request however, is not in conflict with our Land Use Plan or Zoning Ordinance. That aside, the hotel is being challenged as an unacceptable development option. Staff has recommended a solid screening wall with large tree plantings and the proposal will be required to adhere to the masonry provisions of our Zoning Ordinance. On its face, the performance standards and recommendations offered by staff would adequately address the aesthetics and the privacy concerns.

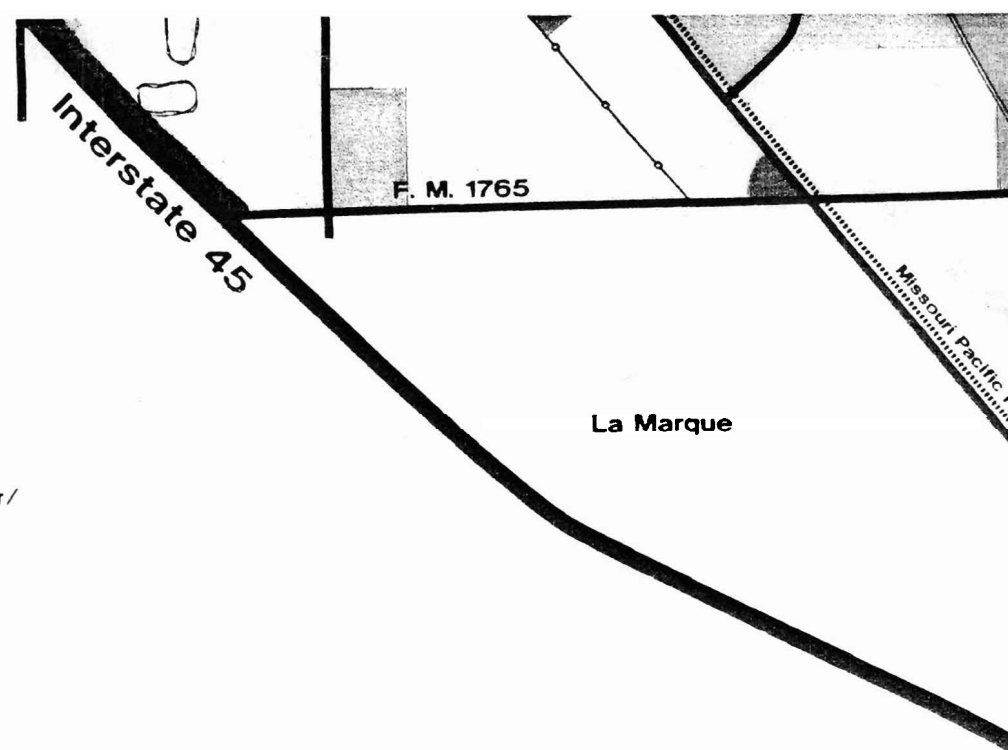
With regard to traffic impact, we see no data that suggests that a 40 unit hotel facility at the proposed location would create any additional negative traffic impact for the property owners within this area. There is commercial retail already in the area. This is consistent with our Zoning Ordinance and Land-Use Plan. Please reference the Neighborhood Growth Unit Concept recommended as a component guideline on our land use plan. This proposal follows our guideline.

The police reports offered by the party in opposition as evidence as to the legitimacy of their argument (that this proposal is inappropriate at this location) does not meet a reasonable threshold with sufficient merit. Two reasons: One, the problems cited were with two apartment complexes in Texas City ( Breakers and Lakeview Apartments). Both examples cited are not similarly situated to this rezoning request. Both are much larger in scope; and neither site is located adjacent and/or near a state thoroughfare. Also, if the apartments were located on or near a state thoroughfare, those apartments on its face could be appropriate as well, provided the apartments could meet all performance standards as written in our Zoning Ordinance today.

The La Marque Police report is within another municipality. I would say by my observation that this business does in fact lack a quality appearance; and the management controls with regards to the type of clientele, is most likely the reason for the frequent law enforcement problems cited in La Marque.



\* Neighborhood Center /  
Recreation  
(Elementary School  
Where Justified)



## Neighborhood Unit Concept

The principal building block of Texas City under the Land Use Plan is the Neighborhood Unit. An individual neighborhood unit is approximately one to two square miles in area and is bound by six-lane major thoroughfares, natural or man-made features, and/or activity corridors. A neighborhood unit may or may not be rectangular in shape. Several adjoining neighborhood units collectively comprise a community.

Centrally located within each typical neighborhood should be an area of park and recreational open space sized to meet the needs of the surrounding neighborhood unit. Where justified by school district boundaries and population demographics, this neighborhood center should also contain an elementary school. Lower density residential, primarily single family housing, should encompass the neighborhood center and constitute the most predominant land use within the neighborhood unit. Lower-density residential lots placed along the neighborhood perimeter should not have direct access to adjacent major thoroughfares. Higher density residential uses such as townhomes and apartments are best suited along the periphery

and often at major thoroughfare intersections. Retail and office uses should be concentrated at important perimeter intersections, but need not occupy every corner at every major thoroughfare intersection.

Community facilities such as churches, day care centers, middle and upper level schools, larger parks and athletic facilities, libraries, and fire stations may be found in every neighborhood. Because these types of facilities generally serve several neighborhoods, they should be located on the periphery of an individual neighborhood.

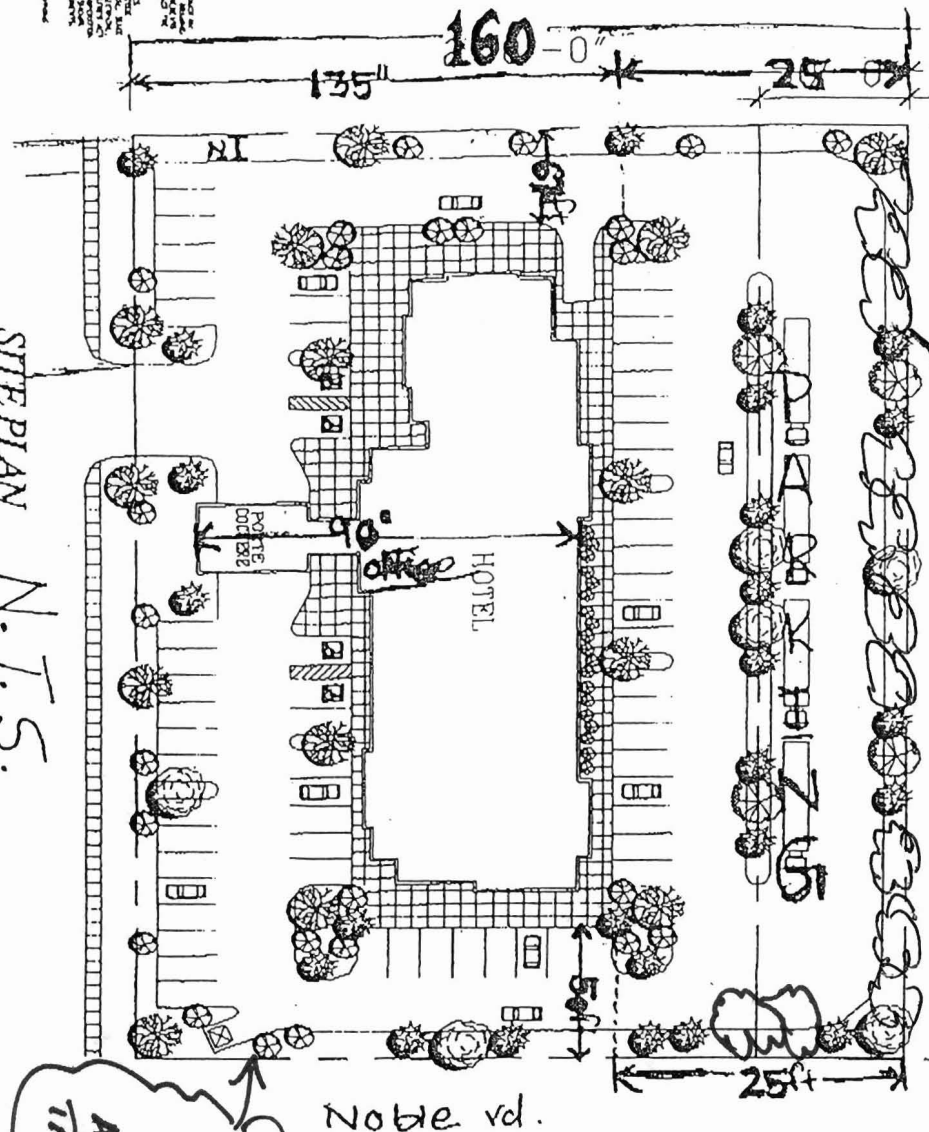
Within a typical neighborhood unit, collector streets should originate near or at the neighborhood center and terminate at the neighborhood perimeter. Collector streets should provide convenient access from internal residential areas to perimeter thoroughfares and perimeter-oriented uses including retail, office and community facilities. Collector streets should not bisect an individual neighborhood and should discourage through traffic from one neighborhood to the next.

NOT FOR CONSTRUCTION

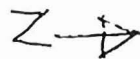
THIS DRAWING IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY ERRORS OR OMISSIONS IN THIS DRAWING. THE CLIENT ASSUMES ALL RESPONSIBILITY FOR THE ACCURACY AND COMPLETENESS OF THE INFORMATION PROVIDED TO THE ARCHITECT. THE ARCHITECT'S SERVICES ARE LIMITED TO THE DESIGN AND PREPARATION OF THIS DRAWING. THE ARCHITECT DOES NOT WARRANT OR GUARANTEE THE PERFORMANCE OR RESULTS OF ANY DESIGN OR CONSTRUCTION. THE ARCHITECT'S FEES ARE BASED ON THE SCOPE OF WORK AS SET FORTH IN THE ARCHITECT'S FEE AGREEMENT. THE ARCHITECT'S FEE AGREEMENT IS A PART OF THIS DRAWING. THE ARCHITECT'S FEE AGREEMENT IS A PART OF THIS DRAWING. THE ARCHITECT'S FEE AGREEMENT IS A PART OF THIS DRAWING.

# INTERIOR CORRIDOR PROTOTYPE

SITE PLAN N.T.S.



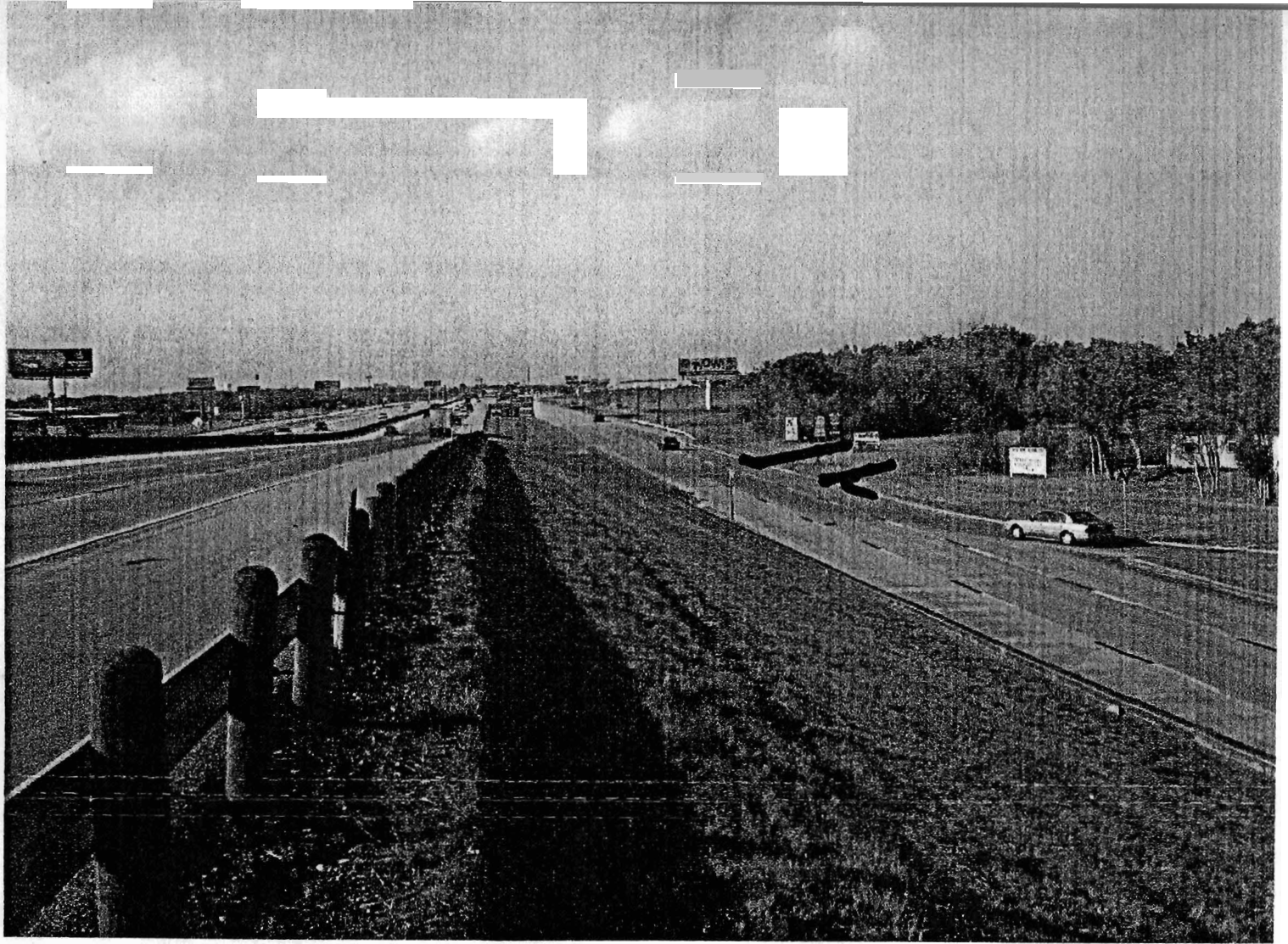
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37' WIDE MASONRY FENCE



NOTE: vd.

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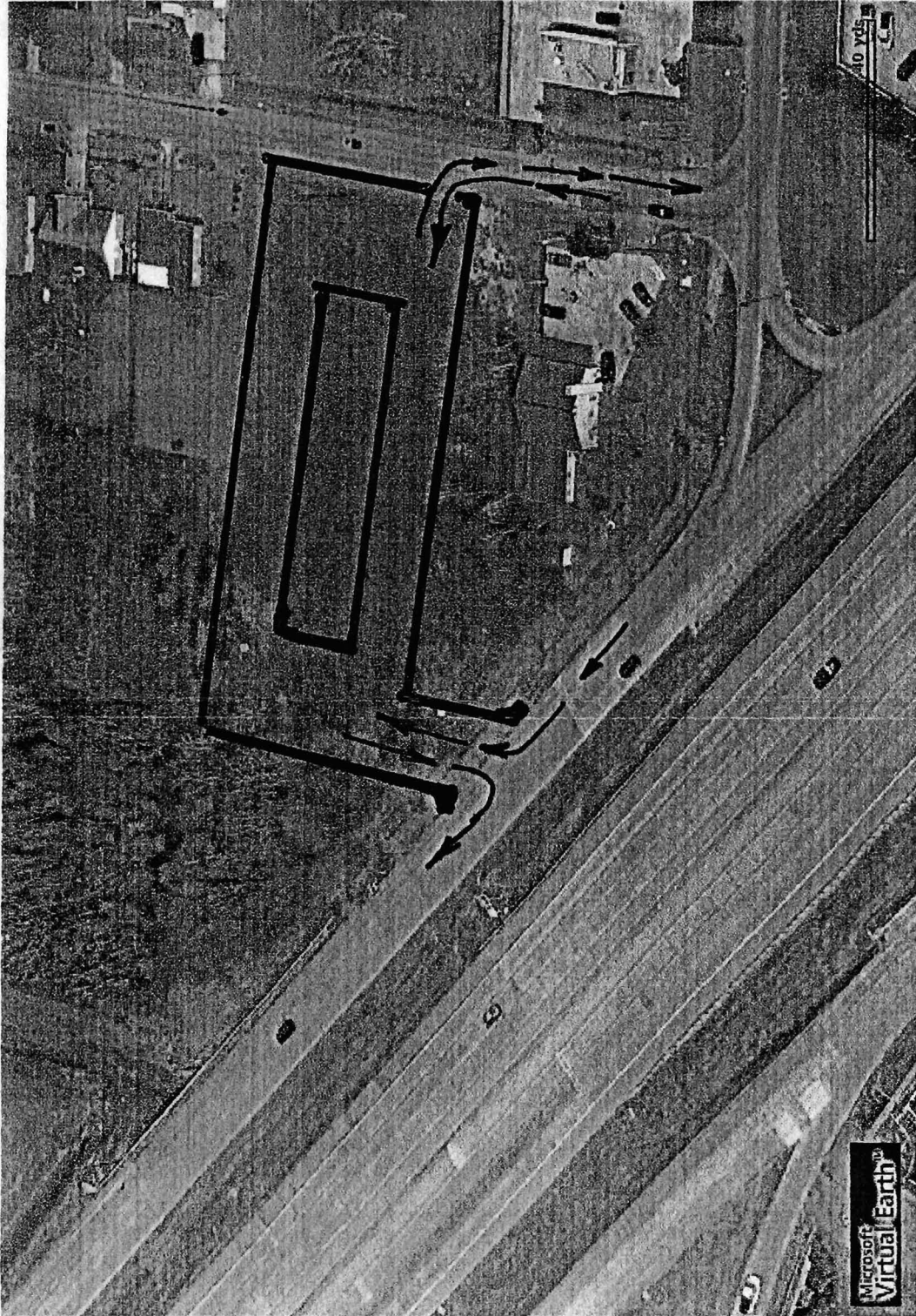


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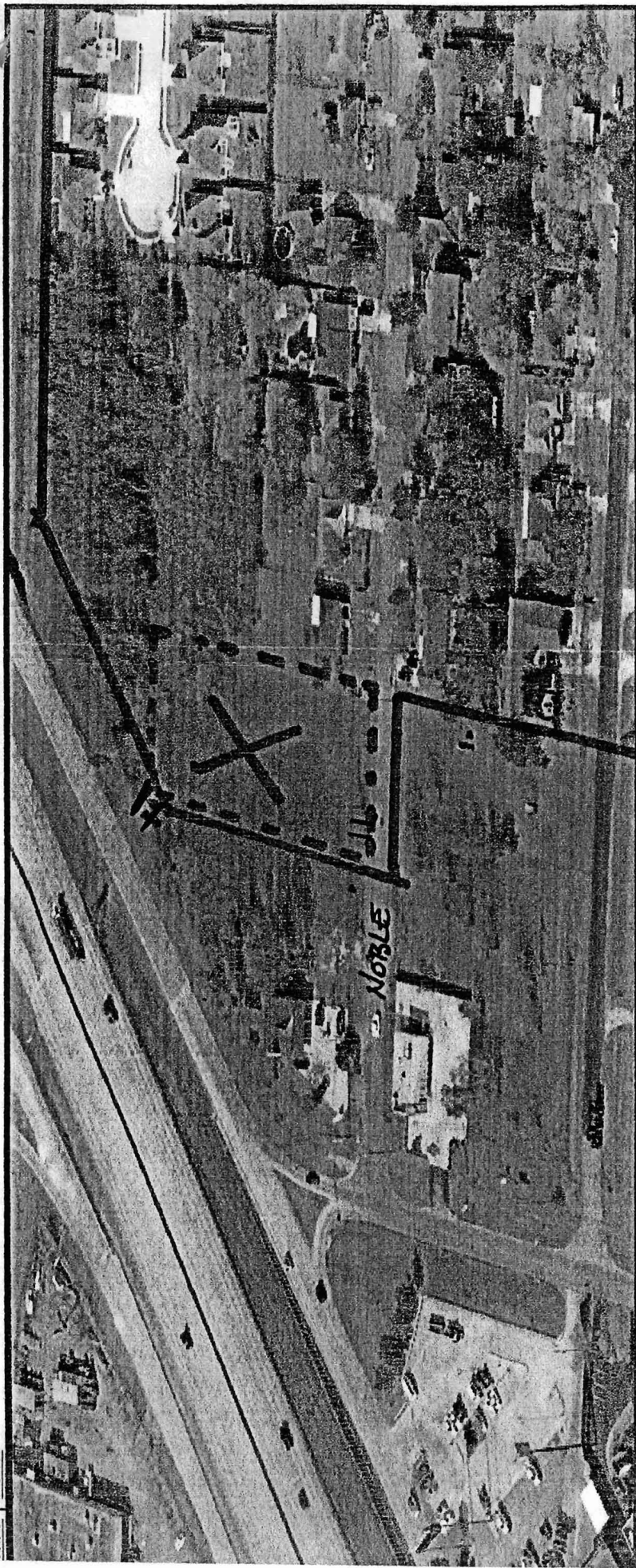
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PROVIDED @ MEETING



47



## **APPROVAL OF MINUTES**

On Monday, July 7, 2008 at 5:00 p.m. the Planning Board met in a regularly scheduled meeting. Board members present were: Dickie Campbell, Harold Fattig, Jose Boix and Commissioner Haney. Staff members present were: Brian Falk, Don Carroll and Julie Morreale. Citizens present were: Delia Molina, Herb Wesson, Christy Stepchinski and Nick Stepchinski.

**APPROVAL OF MINUTES.** A motion to approve the minutes of June 2, 2008 was made by Jose Boix/Dickie Campbell. All members present voted aye. Commissioner Haney presided over the meeting. The chairperson indicated a quorum was present and called the meeting to order.

**ITEM NO. 1. Gurdev Singh requests to rezone from "A" (Single Family Residential) to "E-2" (Freeway Commercial) for hotel. Being part of Lot 47, Lot 48, Lot 73, Lot 74; Resubdivision of 1<sup>st</sup> Subdivision of Highland. Being a part of approximately 20,000 acres. Between I-45 and Noble Road. (Action)** Mr. Carroll provided an overview concerning the request and a memorandum (attached) regarding the Staff review stipulations. Mr. Carroll further stated this request is not in conflict with the Land Use Plan but a masonry fence is necessary to separate from the residential area. Mr. Stepchinski spoke for the applicant regarding the fencing. Mr. Stepchinski presented handouts to the Board (attached) of the reasons for fencing other than masonry. Mr. Stepchinski stated that the fencing area would be over a pipeline and a masonry fence would not be allowed over the pipeline. He proposes to build an 8' foot cyclone chain fence with slats and landscaping for screening. Mr. Stepchinski stated the Coast Guard base has fencing to this standard. Mr. Brian Falk, Building Official, stated the Coast Guard base submitted plans before the Fencing Ordinance was in effect. Mr. Stepchinski continued that the City Ordinance does not state a masonry fence is required and there has not been another development required to have a masonry fence. Mr. Donald Carroll stated the masonry fence has been required on other projects but the developments relocated to another area. Mrs. Delia Molina stated the residents do not want a hotel behind them but without a choice they would insist that a masonry fence would offer more protection and privacy. She continued that she is concerned where the trash dumpster will be located for the hotel and if the entrance on Noble Road would be allowed, it would increase traffic. Mr. Carroll stated there is no substantial data to suggest that the traffic would affect the citizens on Noble Road. After a brief discussion the Board decided to table the request and continue once legal clarification has been reached on the fencing. **A motion to table the rezoning request with the contingency of legal clarification was made by Jose Boix/Commissioner Haney. All members present voted aye.**

**ITEM NO. 2. Gene Miller (P and L) - Future Site of Divicom expansion facility request requests a variance to the Brick Masonry Provision, Section 40-62 for Tracts I, II, III located at 1001 Texas Avenue. (Action)** Mr. Carroll stated this item is to be removed from the Agenda.

**ITEM NO. 3 Other Business (Any conceptual development proposal requesting to come before Planning Board.) (Non Action)**

**-Mr. Herb Wesson request to extend sand pit on Wetzel. (Non Action)** Mr. Don Carroll introduced Mr. Wesson to the Board. Mr. Wesson stated that he is interested in purchasing additional property to extend his sand pit. Mr. Carroll presented questions (attached) regarding this request. After a brief discussion the Board stated the combination/extending of the sand pits should go before the Staff Development Review Board and follow the established Site Plan Rezoning process.

**There being no further business, a motion was made to adjourn by Jose Boix/ Commissioner Haney. All members present voted aye.**

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**Commissioner Haney, Acting Chairperson**

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**Donald Carroll, Secretary**



**Rezoning for Stepchinski/Singh**  
**CITY COMMISSION AGENDA 2**

**Date:** 09/03/2008  
**Submitted By:** Julie Morreale, Planning  
**Submitted For:** Don Carroll  
**Department:** Planning  
**Agenda Area:** Zoning Preliminary Approval

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**Information**

**ACTION REQUEST (Brief Summary)**

Request to schedule a preliminary rezoning approval for Stepchinski/Singh to rezone from "A" (Residential) to "E-2" (Freeway Commercial) for hotel. Being part of Lot 47, Lot 48, Lot 73, Lot 74; Resubdivision of 1st Subdivision of Highland Allotment, Being a part of approximately 20,000 square feet. Between I-45 and Noble Road

**BACKGROUND**

This proposed rezoning request was given approval with stipulations by the Zoning Commission on June 17, 2008 and Planning Board on July 7, 2008. It is now ready to go before City Commission for final disposition.

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

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**Attachments**

*No file(s)  
attached.*

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6.a.

**Minutes from the August 20, 2008 Regular Called City Commission Meeting and the August 27, 2008 Special Called City Commission Meeting**

**CITY COMMISSION AGENDA 2**

**Date:** 09/03/2008

**Submitted By:** Pam Lawrence, Administration

**Department:** Administration

**Agenda Area:** Consent

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**Information**

**ACTION REQUEST (Brief Summary)**

Consider approval of the minutes from the August 20, 2008 Regular Called City Commission Meeting and the August 27, 2008 Special Called City Commission Meeting.

**BACKGROUND**

**ANALYSIS**

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

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**Attachments**

Link: [8-27-2008  
Spec. Called City  
Commission  
Minutes](#)

Link: [8-20-2008  
Reg. Called City  
Commission  
Minutes](#)

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**CITY OF TEXAS CITY  
SPECIAL CALLED CITY COMMISSION MEETING**

**\* \* M I N U T E S \* \***

**WEDNESDAY, AUGUST 27, 2008 – 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM – CITY HALL**

**A Regular Called Meeting of the City Commission** was held on **Wednesday, August 27, 2008, at 5:00 P.M.** in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas, with the following in attendance: Mayor Matthew T. Doyle; Commissioners: Tommy Clark, Mike Land, Donald Singleton and John W. Wilson. Commissioners Haney and Johnson were not able to attend.

The Mayor declared a quorum present and called the meeting to order at 5:00 p.m.

**PUBLIC HEARING**

A public hearing to hear citizens' opinion in favor of or in opposition to the proposal to increase total tax revenues from properties on the tax roll in the preceding year by 8.44 percent (2008 proposed tax rate will be 42.50¢ per \$100 valuation as compared to 2007 tax rate of 43.561¢ per \$100 valuation). (Finance Dept.)

Cheryl Hunter, Director of Finance, reported that the City of Texas City is holding this public hearing to propose an increase in total tax revenues from properties on the tax roll in the preceding year by 8.44%. A taxpayer's individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in taxable value of their property in relation to the change in taxable value of all other property and the proposed tax rate of \$.4250/\$100 of taxable value, the amount of taxes imposed last year on the average home was \$309.81. The average taxable value of a residence homestead in the City of Texas City this year is \$72,626. If the City chooses to adopt this year's effective tax rate of \$.391906 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$284.63. If the Mayor and City Commission adopts the proposed tax rate of \$.4250 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$303.66, which is a reduction of \$1.15 from last years imposed taxes. The proposed 2008 tax rate of \$.4250/\$100 is a reduction of \$.01061 or 2.44% from the current tax rate of \$.43561. This will be the second year the City has reduced its tax rate, reductions totaling \$.03124 or 6.8% based on the 2006 tax rate of \$.45624 (\$.02063) and the 2007 tax rate of \$.43561 (\$.01061). These reductions have generated a savings to taxpayers in the amount of \$1,648,278, \$1,054,111 for tax year 2007 and \$594,168 for the proposed 2008 tax year. The breakdown of the proposed rate is as follows: General Fund-M&O \$.350238, 82.41%; Debt Service-I&S \$.074762, 17.59%.

Citizens are encouraged to express their views on the City's proposed tax rate of \$.4250/\$100.

The Mayor asked if there were anyone to speak for or against the proposed rate; there were none.

**Commissioner Clark made a MOTION to CLOSE the Public Hearing; the motion was SECONDED by Commissioner Land. All present voted AYE. MOTION CARRIED.**

The Mayor announced that the next public hearing of the proposed tax increase is scheduled on September 3, 2008 at 5:00 p.m.

**PUBLIC COMMENTS**

None.

**MAYOR'S COMMENTS**

None.

**COMMISSIONERS' COMMENTS**

Having no further business, Commissioner Wilson made a MOTION to ADJOURN at 5:25 p.m.; the motion was SECONDED by Commissioner Land. All present voted AYE. MOTION CARRIED.

\_\_\_\_\_  
MATTHEW T. DOYLE, MAYOR

ATTEST:

\_\_\_\_\_  
Pamela A. Lawrence, City Secretary

pal: 08-28-2008

**CITY OF TEXAS CITY  
REGULAR CALLED CITY COMMISSION MEETING**

**\* \* M I N U T E S \* \***

**WEDNESDAY, AUGUST 20, 2008 – 5:00 P.M.  
KENNETH T. NUNN COUNCIL ROOM – CITY HALL**

A **Regular Called Meeting of the City Commission** was held on **Wednesday, August 20, 2008, at 5:00 P.M.** in the Kenneth T. Nunn Council Room in City Hall, Texas City, Texas, with the following in attendance: Mayor Matthew T. Doyle; Commissioners: Tommy Clark, Dee Ann Haney, Dedrick Johnson, Mike Land, Donald Singleton and John W. Wilson.

The Mayor declared a quorum present and called the meeting to order at 5:00 p.m.

The **Mayor** called upon Commissioner Singleton, to offer the **Invocation**. **Commissioner Land** led all present in the **recitation of the Pledge of Allegiance**.

**PROCLAMATIONS AND PRESENTATIONS**

None.

**PUBLIC HEARING**

- a. Stepchinski/Singh request to rezone from “A” (Residential) to “E-2” (Freeway Commercial) to construct a hotel; being approximately 20,000 square feet out of Lots 47, 48, 73, and 74 Re-subdivision of 1<sup>st</sup> Subdivision of Highland Allotment; located between I-45 and Noble Road, Texas City, Texas.

Don Carroll, City Planner, reported that this request was reviewed by both the Planning Board on July 7, 2008 and the Zoning Commission on June 17, 2008. The request is not in conflict with the City’s Land Use Plan or Zoning Ordinance. There was opposition from property owners within 200 feet. The opposition however is not 20% of the total area adjacent to the site being considered for rezoning and therefore will not require the Super Majority vote. Staff has recommended that a solid masonry wall (6 ft) with tree planting be constructed along the north property perimeter which is adjacent to residentially zoned property. The remaining perimeter can be a combination of wrought iron with shrubs to complete the landscaping along the perimeter. A detailed site plan will be reviewed in order to check for adherence to the performance standard stipulations required for this development. The Zoning Commission members recommended approval contingent upon satisfying the performance standards stipulations. Staff and Planning Board will comply and make sure this stipulation is adhered to. All members present voted aye.

Due to the applicant not in attendance, the item was continued to a future meeting.

**Commissioner Singleton made a motion to CONTINUE the PUBLIC HEARING at future meeting; the motion was SECONDED by Commission Wilson. All present voted AYE. MOTION CARRIED.**

- b. A public hearing to hear citizens’ opinion in favor of or in opposition to the City of Texas city’s proposed 2008-2009 Fiscal Year Budget.

Cheryl Hunter, Director of Finance, reported that this budget will raise more total property taxes than last year's budget by \$992,000 or 4.24%, and of that amount \$171,522 is tax revenue to be raised from new property added to the tax roll this year.

2008-2009 total budgeted expenditures of \$91,535,827 exceed total budgeted revenues of \$77,805,275 by \$13,730,552.

The General Fund is used to account for the revenues and expenditures necessary to carry out basic governmental activities of the City, such as general government, public safety, public works, recreation and tourism, and health. This fund accounts for all transactions not accounted for in another fund.

Budgeted expenditures \$58,684,073 exceed revenues of \$44,940,290 by \$13,743,783. the FY 2008-2009 budget is predicated on the following revenue assumptions: Property Taxes-Budget \$20,090,000; Sales Tax-Budget \$12,500,000; Charges for Services-Budget \$4,045,000.

Expenditure Considerations: Supplemental requests for FY 2008-2009 amounted to \$18,065,972 of which \$5,529,874 were approved and \$9,962,000 were carried over from the 2007-2008 fiscal year. The proposed budget includes an increase of \$950,000 for employee salaries and benefits, 4% across the board salary increase for City employees.

The 2008-2009 General Fund budget provides funding for the following additional personnel: seven full-time positions, five part-time positions and one summer position.

Ms. Hunter reviewed the significant supplemental items included in the General Fund budget, which totaled \$3,896,143.

Special Revenue Funds: Total Revenues-\$1,687,558; Total Expenditures-\$2,481,606. Interest & Sinking Fund (Debt Service): The budgeted debt service requirements of \$5,103,761, less \$760,330 (TCEDC) equal \$4,343,431. Of the adopted tax rate of \$.4250, 17.59% or \$.074762 is needed to satisfy the City's debt service requirements.

Enterprise Funds (Utility Funds): These funds are used to account for the City's water distribution and wastewater collection/treatment operations; financed and operated in a manner similar to private business enterprises. Utility charges should be sufficient to cover annual operating and current capital costs while providing income for future capital needs.

Water Revenue Fund: Water revenues for FY 2008-2009 are budgeted to be \$5,575,100 and expenses are budgeted at \$5,846,710.

Sewer Revenue Fund: Sewer revenues for FY 2008-2009 are budgeted to be \$5,110,100 and expenses are budgeted at \$4,996,200.

Capital Equipment Replacement Fund: This fund is used to account for the accumulation of funds to be used for vehicle and equipment replacement. Departments that utilize equipment in the performance of their duties pay a lease fee for each vehicle and piece of equipment. The cost of the equipment is funded over the life expectancy of the equipment. Total Equipment Funded for 2008-2009 \$1,292,754.

The Mayor asked if there were anyone present that wished to speak for or against this

item; there were none.

**Commissioner Land made a MOTION to CLOSE the PUBLIC HEARING; the motion was seconded by Commissioner Wilson. All present voted AYE. MOTION CARRIED.**

#### **PRELIMINARY ZONING APPROVAL**

- a. Stepchinski/Singh request to rezone from "A" (Residential) to "E-2" (Freeway Commercial) to construct a hotel; being approximately 20,000 square feet out of Lots 47, 48, 73, and 74 Re-subdivision of 1<sup>st</sup> Subdivision of Highland Allotment; located between I-45 and Noble Road, Texas City, Texas.

This item was not addressed.

#### **PRELIMINARY ZONING APPROVAL**

- a. Preliminary/Final Plat approval for Lake Pointe Vista located at Lake Pointe Drive and 29<sup>th</sup> Street.

Don Carroll, City Planner, reported that this proposal has been reviewed by Staff and has been approved by the Planning Board. All development requirements have been satisfied and Staff has been satisfied. Staff is recommending approval for the preliminary/final plat. The proposal is not in conflict with our Subdivision Ordinance, and there are no variances being sought by the applicant. The proposal is to develop the 4.9 acres into 7 lots. The applicant was present to provide the Planning Board the overview of the development intent. Staff has no objections to this request. After the information and overview was provided by Staff and Development, the Planning Board Members present unanimously voted to recommend preliminary and final plat approval.

**Commissioner Land made a MOTION to APPROVE the Final Plat for Lake Pointe Vista located at Lake Pointe Drive and 29<sup>th</sup> Street; the motion was SECONDED by Commissioner Haney. All present voted AYE. MOTION CARRIED.**

**CONSENT AGENDA:** All of the following items on the Consent Agenda are considered to be routine by the City Commission and will be enacted by one motion. There will not be separate discussion of these items unless a Commission Member or citizen so requests. For a citizen to request removal of an item, a speaker card must be filled out and submitted to the City Secretary.

- a. Consider approval of the **Minutes** from the August 6, 2008 Regular Called City Commission Meeting and the August 12, 2008 Special Called City Commission Meeting.
- b. Consider approval of **Resolution No. 08-066** declaring a 1991 Allegro Motor Home, previously used by the Police Department, as surplus and authorizing the City to sell and/or dispose of the vehicle.

#### **RESOLUTION NO. 08-066**

**A RESOLUTION DECLARING A USED 1991 ALLEGRO MOTOR HOME AS SURPLUS PROPERTY AND AUTHORIZING THE CITY TO SELL AND/OR DISPOSE OF THE VEHICLES AND EQUIPMENT; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

- c. Consider approval of **Resolution 08-065**, establishing and adopting Fire Department permit fees.

**RESOLUTION NO. 08-065**

**A RESOLUTION APPROVING THE PERMIT FEE SCHEDULE FOR THE TEXAS CITY FIRE DEPARTMENT; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

- d. Consider approval of **Resolution No. 08-067** awarding the annual Landscaping Contract.

**RESOLUTION NO. 08-067**

**A RESOLUTION AWARDED A BID AND AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL CONTRACT WITH TRUGREEN LAWN CARE SERVICE FOR LANDSCAPING MAINTENANCE AND ADDITIONAL ALTERNATE SERVICES WITHIN THE CITY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

**Commissioner Wilson made a MOTION to APPROVE the CONSENT AGENDA; the motion was SECONDED by Commissioner Clark. All present voted AYE. MOTION CARRIED.**

**REGULAR ITEMS**

- a. Consider approval of **Ordinance No. 08-37** adopting the 2008-2009 Fiscal Year Budget.

**ORDINANCE NO. 08-37**

**AN ORDINANCE ADOPTING THE 2008-2009 FISCAL YEAR BUDGET; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SEVERABILITY CLAUSE; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION AND PUBLICATION BY CAPTION ONLY IN THE OFFICIAL NEWSPAPER OF THE CITY.**

**Commissioner Wilson made a MOTION to APPROVE Ordinance No. 08-37 adopting the 2008-2009 Fiscal Year Budget; the motion was SECONDED by Commissioner Singleton. All present voted AYE. MOTION CARRIED.**

**Commissioner Land made a MOTION to ratify the property tax increase included in the 2008-2009 budget; the motion was SECONDED by Commissioner Haney. By a show of hands, Mayor Doyle, Commissioner Singleton, Commissioner Wilson, Commissioner Haney, Commissioner Land, Commissioner Johnson and Commissioner Clark approved to ratify the property tax increase included in the 2008-2009 budget.**

**PUBLIC COMMENTS**

Jose Boix, citizen of Texas City, acknowledged the Mayor's birthday. Happy Birthday!

**MAYOR'S COMMENTS**

Tom Kessler, reported on the progress of the 9<sup>th</sup> Avenue and 7<sup>th</sup> Street bids, he said that that would be on the September 3<sup>rd</sup> meeting. The Mayor commented on the 9<sup>th</sup> Avenue and 9<sup>th</sup> Street project, after all the rain there was no standing water in that area.



Mayor expressed condolences to the Domak family on Ms. O'Brian Domak passing.

**COMMISSIONERS' COMMENTS**

Commissioner Johnson commented on Warren Jones 90<sup>th</sup> birthday celebration.

Having no further business, **Commissioner Land made a MOTION to ADJOURN at 5:21 p.m.; the motion was SECONDED by Commissioner Haney. All present voted AYE. MOTION CARRIED.**

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**MATTHEW T. DOYLE, MAYOR**

**ATTEST:**

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**Pamela A. Lawrence, City Secretary**

pal: 08-28-2008

**Bid # 2008-917 Motor and Pump Maintenance/Repair Annual Contract  
CITY COMMISSION AGENDA 2**

**Date:** 09/03/2008

**Submitted By:** Rita Williams, Purchasing

**Department:** Purchasing

**Agenda Area:** Consent

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**Information****ACTION REQUEST (Brief Summary)**

Approve and award Bid # 2008-917 Motor and Pump Maintenance/Repair Annual Contract.

**BACKGROUND**

Bid packets were mailed to three (3) area vendors on July 31, 2008. A bid tabulation is attached for your review.

Bids opened Friday, August 15, 2008 at 2:00 p.m.

This contract is for non-routine maintenance and repair of pumps and related drivers, controls and appurtenances; including emergency repairs to keep critical pumps operating.

**ANALYSIS**

The low responsible bid meeting all specifications was received from Hahn Equipment Company, Inc., in Houston, for the unit prices bid.

It is my recommendation to award the annual contract to Hahn Equipment Company, Inc. and that the Mayor is authorized to execute a contract on behalf of the City Commission.

Thank you.

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

**Funds Available Y/N:** Y

**Amount Requested:**

**Source of Funds:** User Fees Revenues

**Account #:** 510-706-53450 Maintenance Lift Stations

**Fiscal Impact:**

When emergency repairs or non-routine repairs of pumps and related appurtenances are required, contractor will submit a cost estimate based on the pricing in the contract. Upon approval of the scope of work and cost estimate for each specific work request, City will issue a work order under the contract.

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## Attachments

Link:

Res

08-068

Link:

Exhibit

A

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**RESOLUTION NO. 08-068**

**A RESOLUTION AWARDING A BID AND AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL CONTRACT WITH HAHN EQUIPMENT COMPANY, INC. FOR THE MOTOR AND PUMP MAINTENANCE; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, on August 15, 2008, bids were opened for an annual contract for the motor and pump maintenance, Bid No. 2008-917; and,

**WHEREAS**, the low, responsible bid meeting all specifications and requirements was submitted by Hahn Equipment Company, Inc. as shown on Exhibit "A" attached hereto and made a part hereof for all intent and purposes.

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

**SECTION 1:** That the successful bidder for the annual contract for the motor and pump maintenance is Hahn Equipment Company, Inc. for the unit price bid in Exhibit "A", as attached hereto and made a part hereof for all intents and purposes.

**SECTION 2:** That the Mayor is hereby authorized to enter into a contract with Hand Equipment Company, Inc. for the motor and pump maintenance for the bid price set out in Exhibit "A".

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

**PASSED AND ADOPTED this 3rd day of September, 2008.**

---

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

ATTEST:

APPROVED AS TO FORM:

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Pamela A. Lawrence  
City Secretary

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Robert Gervais  
City Attorney

## **BID TABULATION**

### **MOTOR AND PUMP MAINTENANCE/REPAIR ANNUAL CONTRACT Bid # 2008-917**

Bid Opening: Friday, August 15, 2008 @ 2:00 pm

<b>VENDOR</b>	<b>Regular Shop Labor Rate per hour</b>	<b>Overtime Shop Labor Rate per hour</b>	<b>Double Time Shop Labor Rate per hour</b>	<b>Regular Field Rate Man &amp; Truck Per hour</b>	<b>Overtime Field Rate Man &amp; Truck Per hour</b>	<b>Double Time Field Rate Man &amp; Truck Per hour</b>	<b>Travel Charge – Round Trip Per trip</b>
<b>Hahn Equipment Co., Inc. Houston, Texas</b>	<b>\$46.50</b>	<b>\$69.00</b>	<b>\$69.00</b>	<b>\$58.50</b>	<b>\$87.00</b>	<b>\$87.00</b>	<b>\$0.00</b>
Coastal Pump Services Rosharon, Texas	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Alfred Conhagen, Inc. of Texas La Marque, Texas	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Previous Contract Pricing	\$45.00	\$65.00	\$65.00	\$60.00	\$74.00	\$74.00	\$95.00 40 miles / .75 hr

## **BID TABULATION**

### **MOTOR AND PUMP MAINTENANCE/PUMP ANNUAL CONTRACT Bid # 2008-917**

Bid Opening: Friday, August 15, 2008 @ 2:00 pm

<b>VENDOR</b>	<b># Days to Deliver repaired equipment</b>	<b># Days to Deliver new Not in stock equipment</b>	<b># Days to Deliver new in stock equipment</b>	<b>Discount % OEM Parts and materials</b>	<b>Discount % Non OEM Parts and equipment</b>	<b>Cost to replace OEM Unit</b>	<b>Cost to replace other Manufacturer</b>
<b>Hahn Equipment Co., Inc. Houston, Texas</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>Flygt -4%</b>	<b>15%</b>	<b>Flygt -6% Other 15%</b>	<b>15%</b>
Coastal Pump Services Rosharon, Texas	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Alfred Conhagen, Inc. of Texas La Marque, Texas	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
Previous Contract Pricing	1 +	1 – 7	1 – 2	-10%	-5%	-8%	-4%

**Bid #2008-183 9th St. and 7th St. Paving, Drainage, Water & Sewer Improvements Project****CITY COMMISSION AGENDA 2**

**Date:** 09/03/2008

**Submitted By:** Rita Williams, Purchasing

**Department:** Purchasing

**Agenda Area:** Consent

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**Information****ACTION REQUEST (Brief Summary)**

Approve and award Bid # 2008-183 for the 9th St. and 7th St. Paving, Drainage, Water & Sewer Improvements Project.

**BACKGROUND**

On August 14, 2008, the City received six (6) bids for the above-described project. A letter of recommendation and bid tabulation is attached for your review.

**ANALYSIS**

The low responsible bid meeting all Specifications was received from SER Construction Partner, Ltd., for the total bid amount of \$2,398,987.60.

It is my recommendation to award the project to SER Construction Partner, Ltd., for the base bid amount of \$2,051,105.10 plus the add alternate No. 1-4; for a total bid amount of \$2,398,987.60 and that the Mayor is authorized to execute a contract on behalf of the City Commission. I further recommend that the Mayor be authorized to approve change orders, not to exceed 25% of the total contract price, without bringing the matter before Commission.

Thank you

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

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**Attachments**

Link:  
Res  
08-069

Link:  
Exhibit  
A

Link:  
Exhibit  
A

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**RESOLUTION NO. 08-069**

**A RESOLUTION APPROVING AND AWARDED A BID AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE 9<sup>TH</sup> STREET AND 7<sup>TH</sup> STREET NORTH PAVING, DRAINAGE AND WATER AND SEWER IMPROVEMENTS PROJECT; PROVIDING FOR CHANGE ORDERS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, on August 14, 2008, the City received six (6) bids by area vendors for the 9th Street and 7th Street North Paving, Drainage and Water and Sewer Improvements Project, Bid No. 2008-183; and

**WHEREAS**, the lowest responsible bid received meeting all specifications was submitted by SER Construction Partners, Ltd.; as set out on the attached bid tabulation and letter of recommendation from Claunch & Miller, Engineering Consultants (Exhibit "A").

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

**SECTION 1:** That the successful bidder for the 9th Street and 7th Street North Paving, Drainage and Water and Sewer Improvements Project, Bid No. 2008-183, is SER Construction Partners, Ltd.

**SECTION 2:** That the Mayor is hereby authorized to enter into a contract with SER Construction Partners, Ltd. for the 9th Street and 7th Street North Paving, Drainage and Water and Sewer Improvements Project, Bid No. 2008-183, for the base bid amount of \$2,051,105.10, plus the add alternate No. 1 – 4; for a total bid amount of \$2,398,987.60.

**SECTION 3:** That the Mayor is hereby authorized to approve Change Orders, not to exceed 25% of the contract amount, without bringing the matter before the Commission.

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

**PASSED AND ADOPTED this 3rd day of September, 2008.**

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

ATTEST:

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Pamela A. Lawrence  
City Secretary

APPROVED AS TO FORM:

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Robert Gervais  
City Attorney

# **HDR** | **CLAUNCH & MILLER**

Engineering Consultants

August 20, 2008

Mr. Tom Kessler, P.E.  
Director of Public Works  
City of Texas City  
301 6<sup>th</sup> Street North  
Texas City, Texas 77590

Re: 9<sup>th</sup> Street and 7<sup>th</sup> Street Paving, Drainage, Water & Sewer Improvements Project  
City of Texas City  
CMI Job No. 08-044

Dear Mr. Kessler:

On August 14, 2008, the City received six (6) bids for the above referenced project. The following is a summary of our bid evaluation:

**Bid Tabulation Sheet** – Six (6) construction firms participated in the bidding process. Each bid was checked for mathematical errors and/or bid irregularities. Errors were discovered in SER Construction Partners, Ltd.'s, Metro City Construction L.P.'s and Texas Sterling Construction Company's bid. Appropriate corrections to the errors were made and included in the attached bid tabulation. The bids for the project are as follows:

	Contractor	Total Base Bid	Add Alternate No. 1-4	Total Project
1	SER Construction Partners, Ltd.	\$2,051,105.10	\$347,882.50	\$2,398,987.60
2	Metro City Construction, L.P.	\$2,221,740.50	\$364,436.25	\$2,586,176.75
3	Texas Sterling Construction Co.	\$2,620,480.00	\$162,835.00	\$2,783,315.00
4	Beyer Construction, L.L.P.	\$2,581,954.00	\$383,826.00	\$2,965,780.00
5	Triple B Services, L.L.P.	\$2,855,533.94	\$357,087.00	\$3,212,620.94
6	Total Contracting, Limited	\$3,583,360.00	\$429,578.00	\$4,012,938.00

A copy of the bid tabulation is attached.

SER Construction Partners, Ltd. provided CMI with a financial statement, current balance sheet, and qualification statement.

SER Construction Partners, Ltd. has completed construction on the Logan Street & 34<sup>th</sup> Street Improvements Project, 29<sup>th</sup> Street Paving, Drainage, and Water Line Improvements Project, 16<sup>th</sup> Avenue Paving, Drainage and Water Line Improvements Project and Phase VII Water Line Replacement Project for the City of Texas City. City staff and Claunch & Miller, Inc. are

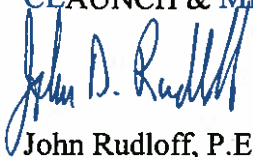
satisfied with SER Construction Partners, Ltd. performance on previous projects. Based on the project information provided in the qualification statement, SER Construction Partners, Ltd. has performed several projects similar to the 9<sup>th</sup> Street and 7<sup>th</sup> Street Paving, Drainage, Water & Sewer Improvements Project.

SER Construction Partners, Ltd. appears to be a responsible firm that should be capable of performing the specified work in a satisfactory manner. For these reasons, we recommend that the City of Texas City award the 9<sup>th</sup> Street and 7<sup>th</sup> Street Paving, Drainage, Water & Sewer Improvements Project to SER Construction Partners, Ltd. for a total of \$2,398,987.60 (includes all four Add Alternates).

If you have any questions, please contact me.

Sincerely,

CLAUNCH & MILLER, INC.

A handwritten signature in blue ink, appearing to read "John D. Rudloff", is written over the printed name.

John Rudloff, P.E.  
Senior Project Manager

JR/nl

Cc: Mr. Doug Kneupper, P.E. – City of Texas City  
Mr. Mike Hogan, P.E. – City of Texas City  
Mr. Tommy Maris – City of Texas City

CITY OF TEXAS CITY  
9th STREET AND 7th STREET  
PAVING, DRAINAGE, WATER AND SEWER IMPROVEMENTS  
PROJECT

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER			METRO CITY CONSTRUCTION			TEXAS STERLING			BEYER CONSTRUCTION			TRIPLE B SERVICES			TOTAL CONTRACTING LIMITED			
				SER CONSTRUCTION PARTNERS PRICE	TOTAL AMOUNT		UNIT PRICE	TOTAL AMOUNT		UNIT PRICE	TOTAL AMOUNT		UNIT PRICE	TOTAL AMOUNT		UNIT PRICE	TOTAL AMOUNT		UNIT PRICE	TOTAL AMOUNT		UNIT PRICE
9th STREET PAVING ITEMS																						
1	Traffic Control and regulation	L.S.	1	\$29,509.00	\$29,509.00		\$16,801.62	\$16,801.62	\$214,000.00	\$214,000.00		\$20,000.00	\$20,000.00		\$50,000.00	\$50,000.00		\$200,000.00	\$200,000.00		\$200,000.00	\$200,000.00
2	Remove and dispose of existing concrete pavement	S.Y.	2,300	\$4.60	\$10,580.00		\$2.61	\$6,003.00	\$3.00	\$6,900.00		\$4.00	\$9,200.00		\$10.00	\$23,000.00		\$4.00	\$9,200.00		\$4.00	\$9,200.00
3	Remove and dispose of existing asphaltic pavement	S.Y.	420	\$8.40	\$3,528.00		\$2.61	\$1,096.20	\$3.00	\$1,260.00		\$4.00	\$1,680.00		\$10.00	\$4,200.00		\$4.00	\$1,680.00		\$5.00	\$2,100.00
4	6" thick reinforced concrete pavement	S.Y.	2,550	\$35.00	\$89,250.00		\$30.00	\$76,500.00	\$38.00	\$96,900.00		\$48.00	\$123,600.00		\$96.00	\$244,800.00		\$48.00	\$123,600.00		\$9.00	\$26,550.00
5	6" fine stabilized aggregate	S.Y.	2,950	\$3.90	\$11,505.00		\$4.00	\$11,800.00	\$10.00	\$29,500.00		\$7.40	\$21,830.00		\$6.50	\$19,175.00		\$9.00	\$26,550.00		\$45.00	\$114,750.00
6	Full depth asphalt transition	S.Y.	160	\$70.50	\$11,280.00		\$99.95	\$15,992.00	\$80.00	\$12,800.00		\$85.00	\$13,600.00		\$80.00	\$12,800.00		\$50.00	\$4,000.00		\$50.00	\$4,000.00
7	Remove and replace asphalt driveway	S.Y.	485	\$45.80	\$22,113.00		\$68.95	\$33,440.75	\$38.00	\$18,460.00		\$49.00	\$23,765.00		\$48.00	\$23,160.00		\$50.00	\$24,250.00		\$50.00	\$24,250.00
8	Remove and replace 6-inch thick concrete driveway	S.Y.	800	\$53.30	\$42,640.00		\$32.00	\$25,600.00	\$64.00	\$51,200.00		\$48.00	\$38,400.00		\$55.00	\$44,000.00		\$55.00	\$44,000.00		\$55.00	\$44,000.00
9	Remove and replace 4-inch thick concrete sidewalk	S.Y.	120	\$38.70	\$4,644.00		\$30.00	\$3,600.00	\$80.00	\$9,600.00		\$39.00	\$4,680.00		\$50.00	\$6,000.00		\$50.00	\$6,000.00		\$50.00	\$6,000.00
10	Remove and replace wheelchair ramp	S.Y.	10	\$115.00	\$1,150.00		\$100.00	\$1,000.00	\$300.00	\$3,000.00		\$115.00	\$1,150.00		\$180.00	\$1,800.00		\$100.00	\$1,000.00		\$100.00	\$1,000.00
11	6-inch curb	L.F.	625	\$2.10	\$1,312.50		\$2.50	\$1,562.50	\$4.00	\$2,500.00		\$4.20	\$2,625.00		\$7.50	\$4,687.50		\$10.00	\$6,250.00		\$10.00	\$6,250.00
12	Monolithic curb and gutter	L.F.	80	\$28.80	\$2,304.00		\$25.00	\$2,000.00	\$40.00	\$3,200.00		\$84.00	\$6,720.00		\$14.00	\$1,120.00		\$25.00	\$2,000.00		\$25.00	\$2,000.00
13	Concrete paving header	L.F.	160	\$8.30	\$1,328.00		\$6.30	\$1,008.00	\$5.00	\$800.00		\$28.00	\$4,480.00		\$32.00	\$5,120.00		\$100.00	\$16,000.00		\$100.00	\$16,000.00
14	Type I reflective pavement markings, 4" yellow, solid and broken lines	L.F.	900	\$2.10	\$1,890.00		\$2.34	\$2,106.00	\$2.00	\$1,800.00		\$1.90	\$1,710.00		\$0.55	\$495.00		\$5.00	\$4,500.00		\$5.00	\$4,500.00
15	Type I reflective pavement markings, 4" white, solid and broken lines	L.F.	280	\$2.10	\$588.00		\$2.34	\$655.20	\$2.00	\$560.00		\$1.90	\$532.00		\$0.55	\$154.00		\$5.00	\$4,500.00		\$5.00	\$4,500.00
TOTAL 9th STREET PAVING ITEMS					\$332,641.50		\$197,345.77	\$449,000.00		\$449,000.00		\$274,307.00	\$320,161.50		\$320,161.50		\$446,600.00		\$446,600.00		\$446,600.00	
9th STREET DRAINAGE ITEMS																						
16	Remove and dispose of existing inlets	E.A.	4	\$185.20	\$740.80		\$354.27	\$1,417.08	\$250.00	\$1,000.00		\$620.00	\$2,480.00		\$875.00	\$3,500.00		\$500.00	\$2,000.00		\$500.00	\$2,000.00
17	Remove and dispose of existing storm sewer manhole	E.A.	2	\$207.00	\$414.00		\$531.41	\$1,062.82	\$1,000.00	\$2,000.00		\$970.00	\$1,940.00		\$1,500.00	\$3,000.00		\$500.00	\$1,000.00		\$1,000.00	\$1,000.00
18	Remove and dispose of existing storm sewer and culverts	L.F.	505	\$6.00	\$3,030.00		\$14.17	\$7,155.85	\$14.00	\$7,070.00		\$45.00	\$22,725.00		\$25.00	\$12,625.00		\$5.00	\$2,525.00		\$5.00	\$2,525.00
19	Plug existing storm sewer	E.A.	1	\$1,725.00	\$1,725.00		\$480.32	\$480.32	\$560.00	\$560.00		\$570.00	\$570.00		\$520.00	\$520.00		\$750.00	\$750.00		\$750.00	\$750.00
20	12" RCP, ASTM C76, Class III storm sewer	L.F.	5	\$81.70	\$408.50		\$98.41	\$492.05	\$200.00	\$1,000.00		\$105.00	\$525.00		\$140.00	\$700.00		\$80.00	\$400.00		\$80.00	\$400.00
21	24" RCP, ASTM C76, Class III storm sewer	L.F.	192	\$65.90	\$12,632.80		\$97.28	\$18,688.56	\$80.00	\$15,360.00		\$170.00	\$32,640.00		\$230.00	\$5,750.00		\$200.00	\$4,000.00		\$200.00	\$4,000.00
22	42" RCP, ASTM C76, Class III storm sewer	L.F.	25	\$166.88	\$4,172.00		\$169.12	\$4,228.00	\$142.00	\$3,550.00		\$180.00	\$4,500.00		\$230.00	\$5,750.00		\$200.00	\$4,000.00		\$200.00	\$4,000.00
23	60" RCB, ASTM C1433, Class III storm sewer	L.F.	351	\$281.40	\$98,771.40		\$435.63	\$152,906.13	\$285.00	\$99,150.00		\$320.00	\$113,200.00		\$410.00	\$143,610.00		\$500.00	\$175,500.00		\$500.00	\$175,500.00
24	Storm manhole installed on storm sewer boxes	E.A.	2	\$1,716.60	\$3,433.20		\$1,522.34	\$3,044.68	\$3,000.00	\$6,000.00		\$1,200.00	\$2,400.00		\$2,100.00	\$4,200.00		\$5,000.00	\$10,000.00		\$5,000.00	\$10,000.00
25	6" x 6" vertical manhole	E.A.	1	\$4,272.30	\$4,272.30		\$7,704.23	\$7,704.23	\$5,000.00	\$5,000.00		\$5,700.00	\$5,700.00		\$8,300.00	\$8,300.00		\$15,000.00	\$15,000.00		\$15,000.00	\$15,000.00
26	10' x 6" Storm manhole junction box #S-1	E.A.	1	\$13,030.70	\$13,030.70		\$24,187.30	\$24,187.30	\$14,000.00	\$14,000.00		\$16,500.00	\$16,500.00		\$25,000.00	\$25,000.00		\$15,000.00	\$15,000.00		\$15,000.00	\$15,000.00
27	10' x 6" Conflict storm manhole junction box #S-3	E.A.	1	\$18,232.10	\$18,232.10		\$24,187.30	\$24,187.30	\$15,000.00	\$15,000.00		\$19,500.00	\$19,500.00		\$27,000.00	\$27,000.00		\$15,000.00	\$15,000.00		\$15,000.00	\$15,000.00
28	10' x 6" Conflict storm manhole junction box #S-5	E.A.	1	\$17,247.70	\$17,247.70		\$24,187.30	\$24,187.30	\$15,000.00	\$15,000.00		\$24,000.00	\$24,000.00		\$35,000.00	\$35,000.00		\$15,000.00	\$15,000.00		\$15,000.00	\$15,000.00
29	Type "BB" Inlet	E.A.	4	\$1,651.40	\$6,605.60		\$1,840.98	\$7,363.92	\$2,100.00	\$8,400.00		\$2,400.00	\$9,600.00		\$2,800.00	\$11,200.00		\$2,000.00	\$8,000.00		\$2,000.00	\$8,000.00
30	Trench safety for all storm sewers greater than 5' deep	L.F.	56	\$2.00	\$112.00		\$2.00	\$112.00	\$2.00	\$112.00		\$2.00	\$112.00		\$2.00	\$112.00		\$5.00	\$280.00		\$5.00	\$280.00
31	Inlet protection barrier, Stage I and II inlets	E.A.	12	\$115.00	\$1,380.00		\$52.10	\$625.20	\$205.00	\$2,460.00		\$100.00	\$1,200.00		\$135.00	\$1,620.00		\$25.00	\$300.00		\$25.00	\$300.00
32	Well pointing for storm sewer	L.F.	351	\$20.00	\$7,020.00		\$20.00	\$7,020.00	\$20.00	\$7,020.00		\$28.00	\$9,824.00		\$95.00	\$33,354.00		\$40.00	\$14,040.00		\$40.00	\$14,040.00
TOTAL 9th STREET DRAINAGE ITEMS					\$184,167.10		\$285,616.94	\$198,671.00		\$198,671.00		\$244,440.00	\$316,778.00		\$316,778.00		\$301,485.00		\$301,485.00		\$301,485.00	
9th STREET WATER LINE ITEMS																						
33	6" PVC (AWWA C-900) Class 150	L.F.	95	\$55.70	\$5,291.50		\$49.65	\$4,716.75	\$60.00	\$5,700.00		\$68.00	\$6,460.00		\$65.00	\$6,175.00		\$45.00	\$4,275.00		\$45.00	\$4,275.00
34	8" PVC (AWWA C-900) Class 150	L.F.	425	\$57.40	\$24,285.00		\$53.89	\$22,805.25	\$70.00	\$29,750.00		\$86.00	\$36,550.00		\$72.00	\$30,600.00		\$50.00	\$21,250.00		\$50.00	\$21,250.00
35	8-inch Gate valves	E.A.	4	\$1,000.00	\$4,000.00		\$1,448.26	\$5,793.04	\$1,200.00	\$4,800.00		\$1,040.00	\$4,160.00		\$1,125.00	\$4,500.00		\$900.00	\$3,600.00		\$900.00	\$3,600.00
36	Fire hydrant assembly	E.A.	1	\$3,300.00	\$3,300.00		\$3,611.95	\$3,611.95	\$5,000.00	\$5,000.00		\$3,000.00	\$3,000.00		\$3,335.00	\$3,335.00		\$2,500.00	\$2,500.00		\$2,500.00	\$2,500.00
37	1" single short side service reconnection	E.A.	2	\$416.00	\$832.00		\$1,270.14	\$2,540.28	\$900.00	\$1,800.00		\$650.00	\$1,300.00		\$660.00	\$1,320.00		\$1,000.00	\$2,000.00		\$1,000.00	\$2,000.00
38	6" wet connection	E.A.	3	\$1,000.00	\$3,000.00		\$1,363.93	\$4,091.79	\$1,800.00	\$5,400.00		\$920.00	\$1,840.00		\$730.00	\$1,460.00		\$2,500.00	\$7,500.00		\$2,500.00	\$7,500.00
39	6" wet connection	E.A.	1	\$1,100.00	\$1,100.00		\$1,314.21	\$1,314.21	\$1,900.00	\$3,800.00		\$870.00	\$1,740.00		\$885.00	\$1,770.00		\$2,500.00	\$7,500.00		\$2,500.00	\$7,500.00
40	Cut and plug existing 6" water line to be abandoned	E.A.	4	\$300.00	\$1,200.00		\$449.94	\$1,799.76	\$700.00	\$2,800.00		\$310.00	\$1,240.00		\$415.00	\$1,660.00		\$750.00	\$3,000.00		\$750.00	\$3,000.00
41	Trench safety system for all water mains greater than 5' deep	L.F.	100	\$2.00	\$200.00		\$2.00	\$200.00	\$2.00	\$200.00		\$2.00	\$200.00		\$2.00	\$200.00		\$4.00	\$400.00		\$4.00	\$400.00
42	18-inch steel casing pipe including 8" PVC C-900, Class 150 water line	L.F.	36	\$300.00	\$10,800.00		\$161.72	\$5,821.92	\$150.00	\$5,400.00		\$93.00	\$3,348.00		\$137.54	\$4,951.44		\$350.00	\$12,600.00		\$350.00	\$12,600.00
TOTAL 9th STREET WATER LINE ITEMS					\$54,110.50		\$48,177.81	\$62,760.00		\$62,760.00		\$40,948.00	\$55,616.44		\$55,616.44		\$88,026.00		\$88,026.00		\$88,026.00	
9th STREET SANITARY SEWER ITEMS																						
43	Remove and replace 8" PVC SDR 26 (Class 160) sanitary sewer	L.F.	90	\$53.00	\$4,770.00		\$34.58	\$3,112.20	\$150.00	\$13,500.00		\$105.00	\$9,450.00		\$135.00	\$12,150.00		\$100.00	\$8,100.00		\$100.00	\$8,100.00
44	Remove and replace 12" PVC SDR 26 (Class 160) sanitary sewer	L.F.	150	\$126.00	\$18,900.00		\$49.51	\$7,426.50	\$200.00	\$30,000.00		\$118.00	\$17,700.00		\$140.00	\$21,000.00		\$150.00	\$22,500.00		\$150.00	\$22,500.00
45	Remove and replace existing manhole frame and cover to grade	E.A.	1	\$250.00	\$250.00		\$657.46	\$657.46	\$600.00	\$600.00		\$600.00	\$600.00		\$950.00	\$950.00		\$3,500.00	\$3,500.00		\$3,500.00	\$3,500.00
46	Manhole wall liner (1-inch cementitious)	S.F																				

CITY OF TEXAS CITY  
9th STREET AND 7th STREET  
PAVING, DRAINAGE, WATER AND SEWER IMPROVEMENTS  
PROJECT

ITEM NO.		ITEM DESCRIPTION		LOW BIDDER			METRO CITY CONSTRUCTION			TEXAS STERLING			BEYER CONSTRUCTION			TRIPLE B SERVICES			TOTAL CONTRACTING LIMITED				
				SER CONSTRUCTION PARTNERS				UNIT PRICE		TOTAL AMOUNT		UNIT PRICE		TOTAL AMOUNT		UNIT PRICE		TOTAL AMOUNT		UNIT PRICE		TOTAL AMOUNT	
				UNIT		QUAN.																	
7th STREET PAVING ITEMS																							
47	Traffic Control and Regulation	L.S.	1	\$15,000.00	\$15,000.00	\$16,801.62	\$16,801.62	\$213,000.00	\$213,000.00	\$59,000.00	\$59,000.00	\$65,000.00	\$65,000.00	\$350,000.00	\$350,000.00								
48	Temporary asphalt paving	S.Y.	1,950	\$44.70	\$87,165.00	\$32.07	\$62,536.50	\$40.00	\$78,000.00	\$38.40	\$74,880.00	\$33.00	\$64,350.00	\$45.00	\$87,750.00								
49	Remove and dispose of existing concrete pavement	S.Y.	850	\$3.80	\$3,230.00	\$2.61	\$2,218.50	\$3.00	\$2,550.00	\$4.00	\$3,400.00	\$4.25	\$3,612.50	\$5.00	\$4,250.00								
50	Remove and dispose of existing asphalt pavement and base material	S.Y.	450	\$3.90	\$1,755.00	\$2.81	\$1,260.50	\$3.00	\$1,350.00	\$4.00	\$1,800.00	\$10.00	\$4,500.00	\$5.00	\$2,250.00								
51	11" thick reinforced (black concrete mix) concrete pavement	S.Y.	550	\$80.00	\$44,000.00	\$50.00	\$27,500.00	\$67.00	\$36,850.00	\$75.50	\$41,525.00	\$81.00	\$44,550.00	\$100.00	\$55,000.00								
52	8" thick reinforced concrete pavement	S.Y.	4,650	\$45.00	\$209,250.00	\$35.00	\$162,750.00	\$44.00	\$204,600.00	\$50.50	\$234,625.00	\$55.00	\$255,750.00	\$60.00	\$279,000.00								
53	6" thick reinforced concrete pavement	S.Y.	3,800	\$36.60	\$139,080.00	\$30.00	\$114,000.00	\$36.00	\$136,800.00	\$39.10	\$149,580.00	\$47.00	\$178,800.00	\$55.00	\$209,000.00								
54	6" lime stabilized subgrade	S.Y.	9,500	\$3.00	\$28,500.00	\$4.00	\$38,000.00	\$9.00	\$85,500.00	\$7.30	\$69,350.00	\$5.50	\$52,250.00	\$9.00	\$85,500.00								
55	Full depth asphalt transition	S.Y.	300	\$78.70	\$23,610.00	\$84.95	\$25,485.00	\$59.00	\$17,700.00	\$82.00	\$24,600.00	\$87.00	\$26,100.00	\$50.00	\$15,000.00								
56	Remove and replace asphalt driveway	S.Y.	200	\$44.60	\$8,920.00	\$27.31	\$5,462.00	\$45.00	\$9,000.00	\$51.00	\$10,200.00	\$51.00	\$10,200.00	\$45.00	\$8,100.00								
57	Remove and replace 6-inch thick concrete driveway	S.Y.	700	\$39.70	\$27,790.00	\$30.00	\$21,000.00	\$60.00	\$42,000.00	\$54.00	\$37,800.00	\$71.00	\$49,700.00	\$55.00	\$38,500.00								
58	Remove and replace 4-inch thick concrete sidewalk	S.Y.	625	\$39.00	\$24,375.00	\$30.00	\$18,750.00	\$54.00	\$33,750.00	\$39.00	\$24,375.00	\$51.00	\$31,875.00	\$50.00	\$31,500.00								
59	Remove and replace wheelchair ramp	S.Y.	150	\$46.00	\$6,900.00	\$80.00	\$12,000.00	\$103.00	\$15,450.00	\$115.00	\$17,250.00	\$135.00	\$20,250.00	\$150.00	\$22,500.00								
60	6-inch curb	L.F.	3,250	\$2.40	\$7,800.00	\$2.50	\$8,125.00	\$3.00	\$9,750.00	\$4.30	\$13,975.00	\$4.95	\$16,087.50	\$4.00	\$13,000.00								
61	Monolithic curb and gutter	L.F.	130	\$30.00	\$3,900.00	\$2.50	\$325.00	\$25.00	\$3,250.00	\$84.00	\$10,920.00	\$20.00	\$2,600.00	\$25.00	\$3,250.00								
62	Concrete parking header	L.F.	500	\$3.00	\$1,500.00	\$6.24	\$3,120.00	\$3.00	\$1,500.00	\$28.00	\$14,000.00	\$22.00	\$11,000.00	\$100.00	\$50,000.00								
63	Types I reflective pavement markings, 4" yellow, solid and broken lines	L.F.	1,080	\$2.10	\$2,268.00	\$2.34	\$2,497.20	\$2.00	\$2,160.00	\$1.90	\$2,052.00	\$0.55	\$594.00	\$2.00	\$2,160.00								
64	Types I reflective pavement markings, 4" white, solid and broken lines	L.F.	600	\$2.00	\$1,200.00	\$2.34	\$1,404.00	\$2.00	\$1,200.00	\$1.90	\$1,140.00	\$0.55	\$594.00	\$2.00	\$2,160.00								
65	Types I reflective pavement markings, 8" white	L.F.	200	\$3.00	\$600.00	\$4.04	\$808.00	\$3.50	\$700.00	\$3.20	\$640.00	\$1.15	\$230.00	\$5.00	\$1,000.00								
66	Types I reflective pavement markings, 24" white	L.F.	130	\$7.00	\$910.00	\$8.99	\$1,168.70	\$7.70	\$1,001.00	\$7.20	\$936.00	\$7.00	\$910.00	\$50.00	\$5,000.00								
67	Types I reflective pavement markings, arrow	L.F.	7	\$115.00	\$805.00	\$130.24	\$911.68	\$111.00	\$777.00	\$104.00	\$728.00	\$125.00	\$875.00	\$50.00	\$5,000.00								
68	Types I reflective pavement markings, ONLY	L.F.	3	\$136.00	\$408.00	\$156.29	\$468.87	\$133.00	\$399.00	\$125.00	\$375.00	\$125.00	\$375.00	\$50.00	\$5,000.00								
69	Raised reflective pavement markers, Type I-C	EA	26	\$3.50	\$91.00	\$4.43	\$115.18	\$4.00	\$104.00	\$3.50	\$122.50	\$6.00	\$156.00	\$5.00	\$130.00								
70	Project identification sign	EA	1	\$800.00	\$800.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$700.00	\$700.00	\$800.00	\$800.00	\$2,500.00	\$2,500.00								
TOTAL 7th STREET PAVING ITEMS					\$444,055.40		\$587,511.75	\$587,511.75		\$823,391.00	\$823,391.00		\$824,142.00	\$824,142.00		\$874,885.00	\$874,885.00		\$1,309,240.00	\$1,309,240.00			
7th STREET DRAINAGE ITEMS																							
71	Remove and dispose of existing inlets	EA	16	\$180.00	\$2,880.00	\$354.27	\$5,668.32	\$500.00	\$8,000.00	\$625.00	\$10,000.00	\$400.00	\$6,400.00	\$250.00	\$4,000.00								
72	Remove and dispose of existing storm sewer manhole	EA	8	\$180.00	\$1,440.00	\$531.41	\$4,251.28	\$500.00	\$4,000.00	\$980.00	\$7,840.00	\$530.00	\$4,240.00	\$250.00	\$2,000.00								
73	Remove and dispose of existing storm sewer and culverts	L.F.	1,900	\$8.70	\$16,530.00	\$14.17	\$26,923.00	\$10.00	\$19,000.00	\$50.00	\$95,000.00	\$17.00	\$32,300.00	\$10.00	\$19,000.00								
74	Abandon and grout fill existing storm sewer and culverts	C.Y.	95	\$172.50	\$16,387.50	\$195.37	\$18,560.15	\$44.00	\$4,180.00	\$225.00	\$21,375.00	\$240.00	\$22,800.00	\$125.00	\$11,875.00								
75	Plug existing storm sewer	EA	1	\$500.00	\$500.00	\$480.32	\$480.32	\$1,000.00	\$1,000.00	\$725.00	\$725.00	\$430.00	\$430.00	\$750.00	\$750.00								
76	18" x 22" RCP, ASTM C508, Class III storm sewer	L.F.	47	\$87.00	\$4,089.00	\$49.90	\$2,350.30	\$90.00	\$4,230.00	\$103.00	\$4,941.00	\$114.00	\$5,338.00	\$200.00	\$9,400.00								
77	18" RCP, ASTM C76, Class III storm sewer	L.F.	68	\$67.20	\$4,569.60	\$54.90	\$3,733.20	\$62.00	\$4,216.00	\$68.00	\$4,624.00	\$95.00	\$6,460.00	\$85.00	\$5,780.00								
78	24" RCP, ASTM C76, Class III storm sewer	L.F.	525	\$39.50	\$20,737.50	\$97.28	\$51,172.00	\$80.00	\$42,400.00	\$73.00	\$38,325.00	\$105.00	\$55,125.00	\$100.00	\$52,500.00								
79	30" RCP, ASTM C76, Class III storm sewer	L.F.	54	\$70.00	\$3,780.00	\$112.69	\$6,086.26	\$95.00	\$5,130.00	\$84.00	\$4,536.00	\$125.00	\$6,750.00	\$150.00	\$8,100.00								
80	42" RCP, ASTM C76, Class III storm sewer	L.F.	28	\$105.00	\$2,940.00	\$165.34	\$4,629.52	\$150.00	\$4,200.00	\$180.00	\$5,040.00	\$195.00	\$5,460.00	\$225.00	\$6,300.00								
81	60" RCB, ASTM C143, Class III storm sewer	L.F.	1,414	\$260.50	\$368,467.00	\$391.51	\$553,595.14	\$270.00	\$381,780.00	\$318.00	\$449,652.00	\$435.00	\$615,090.00	\$550.00	\$777,700.00								
82	Storm manhole installed on storm sewer boxes	EA	6	\$1,500.00	\$9,000.00	\$1,522.33	\$9,133.98	\$2,000.00	\$12,000.00	\$1,200.00	\$7,200.00	\$2,100.00	\$12,600.00	\$2,500.00	\$15,000.00								
83	4' x 4' precast manhole	EA	6	\$2,100.00	\$12,600.00	\$2,280.87	\$13,685.22	\$3,000.00	\$18,000.00	\$2,750.00	\$16,500.00	\$3,500.00	\$21,000.00	\$2,500.00	\$15,000.00								
84	5' x 5' precast manhole	EA	1	\$3,000.00	\$3,000.00	\$3,386.52	\$3,386.52	\$5,000.00	\$5,000.00	\$3,370.00	\$3,370.00	\$4,300.00	\$4,300.00	\$3,500.00	\$3,500.00								
85	10' x 6" Storm manhole junction box RM-2	EA	1	\$2,700.00	\$2,700.00	\$3,340.35	\$3,340.35	\$7,500.00	\$7,500.00	\$16,400.00	\$16,400.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00								
86	10' x 6" Conflict storm manhole junction box RM-4	EA	1	\$20,000.00	\$20,000.00	\$24,187.30	\$24,187.30	\$15,000.00	\$15,000.00	\$19,300.00	\$19,300.00	\$26,000.00	\$26,000.00	\$10,000.00	\$10,000.00								
87	10' x 6" Conflict storm manhole junction box RM-8	EA	1	\$20,000.00	\$20,000.00	\$24,187.30	\$24,187.30	\$15,000.00	\$15,000.00	\$19,300.00	\$19,300.00	\$26,000.00	\$26,000.00	\$10,000.00	\$10,000.00								
88	10' x 6" Conflict storm manhole junction box RM-10	EA	1	\$22,000.00	\$22,000.00	\$24,187.30	\$24,187.30	\$15,000.00	\$15,000.00	\$19,300.00	\$19,300.00	\$26,000.00	\$26,000.00	\$10,000.00	\$10,000.00								
89	Types "C" Inlet	EA	4	\$22,000.00	\$88,000.00	\$24,187.30	\$96,753.20	\$15,000.00	\$15,000.00	\$19,300.00	\$19,300.00	\$26,000.00	\$26,000.00	\$10,000.00	\$10,000.00								
90	Types "BB" Inlet	EA	12	\$1,800.00	\$21,600.00	\$1,814.92	\$21,779.04	\$2,500.00	\$30,000.00	\$2,450.00	\$29,400.00	\$3,500.00	\$42,000.00	\$2,500.00	\$30,000.00								
91	Trench safety for all storm sewers greater than 5' deep	L.F.	2,136	\$3.00	\$6,408.00	\$2.00	\$4,272.00	\$2.00	\$4,272.00	\$2.00	\$4,272.00	\$2.00	\$4,272.00	\$5.00	\$10,680.00								
92	Inlet protection barrier, Single I and II inlets	EA	38	\$100.00	\$3,800.00	\$52.10	\$1,980.00	\$200.00	\$7,600.00	\$105.00	\$3,990.00	\$85.00	\$3,230.00	\$25.00	\$950.00								
93	Well pointing for storm sewer	L.F.	1,414	\$20.00	\$28,280.00	\$20.00	\$28,280.00	\$20.00	\$28,280.00	\$28.00	\$39,992.00	\$55.00	\$77,770.00	\$45.00	\$63,630.00								
TOTAL 7th STREET DRAINAGE ITEMS					\$444,055.40		\$882,381.22	\$882,381.22		\$856,638.00	\$856,638.00		\$825,182.00	\$825,182.00		\$1,095,093.00	\$1,095,093.00		\$1,090,186.00	\$1,090,186.00			





CITY OF TEXAS CITY  
9th STREET AND 7th STREET  
PAVING, DRAINAGE, WATER AND SEWER IMPROVEMENTS  
PROJECT

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER		METRO CITY CONSTRUCTION		TEXAS STERLING		BEYER CONSTRUCTION		TRIPLE B SERVICES		TOTAL CONTRACTING LIMITED			
				SER CONSTRUCTION	PARTNERS	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT		
ADD ALTERNATE NO. 1 ITEMS: NORTH BRANCH "B"																	
135	Abandon and grub-out existing storm sewer and culverts	C.Y.	925			\$172.50	\$159,562.50	\$180.00	\$148,000.00	\$124.00	\$22,200.00	\$135.00	\$124,875.00	\$168.00	\$155,400.00	\$175.00	\$161,875.00
136	Abandon and grub-out existing storm sewer drainage structure	EA	4			\$500.00	\$2,000.00	\$1,200.00	\$4,800.00	\$600.00	\$2,400.00	\$520.00	\$2,080.00	\$2,200.00	\$8,800.00	\$1,500.00	\$6,000.00
TOTAL ADD ALTERNATE NO. 1 ITEMS: NORTH BRANCH "B"																	
ADD ALTERNATE NO. 2 ITEMS: SOUTH BRANCH "A"																	
137	Abandon and grub-out existing storm sewer and culverts	C.Y.	440			\$172.50	\$75,900.00	\$160.00	\$70,400.00	\$40.00	\$17,600.00	\$135.00	\$59,400.00	\$170.00	\$74,800.00	\$175.00	\$77,000.00
138	Abandon and grub-out existing storm sewer drainage structure	EA	2			\$500.00	\$1,000.00	\$1,200.00	\$2,400.00	\$750.00	\$1,500.00	\$520.00	\$1,040.00	\$2,200.00	\$4,400.00	\$1,500.00	\$3,000.00
139	Remove and dispose of existing storm sewer and culverts	L.F.	1,179			\$15.00	\$17,685.00	\$12.62	\$14,878.98	\$15.00	\$17,685.00	\$50.00	\$58,950.00	\$13.00	\$15,327.00	\$7.00	\$8,253.00
TOTAL ADD ALTERNATE NO. 2 ITEMS: SOUTH BRANCH "A"																	
ADD ALTERNATE NO. 3 ITEMS: 12" WATER LINE ALONG 10th AVE.																	
140	6" PVC (AWWA C-900) Class 150, water line	L.F.	30			\$38.00	\$1,140.00	\$44.12	\$1,323.60	\$300.00	\$9,000.00	\$105.00	\$3,150.00	\$50.00	\$1,500.00	\$75.00	\$2,250.00
141	12" PVC (AWWA C-900) Class 150, water line	L.F.	830			\$61.00	\$50,630.00	\$65.70	\$54,331.00	\$45.00	\$37,350.00	\$86.00	\$71,380.00	\$52.00	\$51,460.00	\$100.00	\$83,000.00
142	6-inch Gate valves	EA	1			\$770.00	\$770.00	\$922.30	\$922.30	\$700.00	\$700.00	\$860.00	\$860.00	\$700.00	\$700.00	\$75.00	\$75.00
143	12-inch Gate valves	EA	1			\$2,000.00	\$2,000.00	\$2,797.74	\$2,797.74	\$1,000.00	\$1,000.00	\$2,025.00	\$2,025.00	\$1,800.00	\$1,800.00	\$125.00	\$125.00
144	Fire hydrant assembly	EA	1			\$3,000.00	\$3,000.00	\$2,261.27	\$2,261.27	\$5,000.00	\$5,000.00	\$3,175.00	\$3,175.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00
145	Install 1" single short side service	EA	2			\$400.00	\$800.00	\$428.77	\$857.54	\$650.00	\$1,300.00	\$660.00	\$1,320.00	\$450.00	\$900.00	\$1,000.00	\$2,000.00
146	Install 1" single long side service	EA	2			\$900.00	\$1,800.00	\$785.41	\$1,570.82	\$950.00	\$1,900.00	\$895.00	\$1,790.00	\$600.00	\$1,200.00	\$1,500.00	\$3,000.00
147	Trench safety system for all water mains greater than 5' deep	L.F.	100			\$2.00	\$200.00	\$2.00	\$200.00	\$2.00	\$200.00	\$2.08	\$208.00	\$2.00	\$200.00	\$5.00	\$500.00
TOTAL ADD ALTERNATE NO. 3 ITEMS: 12" WATER LINE ALONG 10th AVE.																	
ADD ALTERNATE NO. 4 ITEMS: 8" WATER LINE IN THE ALLEY																	
148	8" PVC (AWWA C-900) Class 150, water line	L.F.	490			\$41.00	\$20,090.00	\$101.06	\$49,519.40	\$30.00	\$14,700.00	\$80.00	\$39,200.00	\$47.00	\$23,030.00	\$125.00	\$61,250.00
149	8"x8" lagging sleeve and valve with box	EA	1			\$3,280.00	\$3,280.00	\$3,877.67	\$3,877.67	\$200.00	\$200.00	\$4,895.00	\$4,895.00	\$4,100.00	\$4,100.00	\$2,500.00	\$2,500.00
150	Install 1" single short side service	EA	9			\$400.00	\$3,600.00	\$428.77	\$3,858.93	\$600.00	\$5,400.00	\$685.00	\$6,165.00	\$480.00	\$4,320.00	\$1,000.00	\$9,000.00
151	Extra polyethylene service tubing	L.F.	50			\$11.50	\$575.00	\$8.74	\$437.00	\$250.00	\$12,500.00	\$7.50	\$375.00	\$19.00	\$950.00	\$25.00	\$1,250.00
152	Trench safety system for all water mains, greater than 5' deep	L.F.	100			\$2.00	\$200.00	\$2.00	\$200.00	\$2.00	\$200.00	\$2.08	\$208.00	\$2.00	\$200.00	\$10.00	\$1,000.00
153	Remove and replace existing concrete pavement	S.Y.	40			\$92.00	\$3,680.00	\$40.00	\$1,600.00	\$300.00	\$12,000.00	\$73.00	\$2,920.00	\$125.00	\$5,000.00	\$100.00	\$4,000.00
TOTAL ADD ALTERNATE NO. 4 ITEMS: 8" WATER LINE IN THE ALLEY																	
TOTAL 9th STREET PAVING, DRAINAGE, WATER AND SEWER ITEMS																	
TOTAL 7th STREET PAVING, DRAINAGE, WATER AND SEWER ITEMS																	
TOTAL SUPPLEMENTAL ITEMS																	
TOTAL BASE BID PLUS SUPPLEMENTAL ITEMS																	
TOTAL ADD ALTERNATE NO. 1 ITEMS: NORTH BRANCH "B"																	
TOTAL ADD ALTERNATE NO. 2 ITEMS: SOUTH BRANCH "A"																	
TOTAL ADD ALTERNATE NO. 3 ITEMS: 12" WATER LINE ALONG 10th AVE.																	
TOTAL ADD ALTERNATE NO. 4 ITEMS: 8" WATER LINE IN THE ALLEY																	
TOTAL BASE BID AND ADD ALTERNATE ITEMS:																	
MATHEMATICAL ERROR CORRECTED BY ENGINEER																	



CITY OF TEXAS CITY  
9th STREET AND 7th STREET  
PAVING, DRAINAGE, WATER AND SEWER IMPROVEMENTS  
PROJECT

ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	LOW BIDDER		METRO CITY CONSTRUCTION		TEXAS STERLING		BEYER CONSTRUCTION		TRIPLE B SERVICES		TOTAL CONTRACTING LIMITED	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
<b>9th STREET PAVING ITEMS</b>															
1	Traffic Control and regulation	L.S.	1	\$29,509.00	\$29,509.00	\$16,801.62	\$16,801.62	\$214,000.00	\$214,000.00	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00	\$200,000.00	\$200,000.00
2	Remove and dispose of existing concrete pavement	S.Y.	2,300	\$4.60	\$10,580.00	\$2.61	\$6,003.00	\$3.00	\$6,900.00	\$4.00	\$9,200.00	\$10.00	\$23,000.00	\$4.00	\$9,200.00
3	Remove and dispose of existing asphaltic pavement	S.Y.	420	\$6.40	\$2,688.00	\$2.61	\$1,096.20	\$3.00	\$1,260.00	\$4.00	\$1,680.00	\$10.00	\$4,200.00	\$5.00	\$2,100.00
4	6" thick reinforced concrete pavement	S.Y.	2,550	\$35.00	\$89,250.00	\$30.00	\$76,500.00	\$38.00	\$96,900.00	\$48.60	\$123,930.00	\$46.00	\$117,300.00	\$45.00	\$114,750.00
5	6" lime stabilized subgrade	S.Y.	2,950	\$3.90	\$11,505.00	\$4.00	\$11,800.00	\$10.00	\$29,500.00	\$7.40	\$21,830.00	\$6.50	\$19,175.00	\$9.00	\$26,550.00
6	Full depth asphalt transition	S.Y.	160	\$70.50	\$11,280.00	\$99.95	\$15,992.00	\$80.00	\$12,800.00	\$85.00	\$13,600.00	\$80.00	\$12,800.00	\$50.00	\$8,000.00
7	Remove and replace asphalt driveway	S.Y.	485	\$45.80	\$22,213.00	\$68.95	\$33,440.75	\$36.00	\$17,460.00	\$49.00	\$23,765.00	\$46.00	\$22,310.00	\$50.00	\$24,250.00
8	Remove and replace 6-inch thick concrete driveway	S.Y.	800	\$53.30	\$42,640.00	\$32.00	\$25,600.00	\$64.00	\$51,200.00	\$48.00	\$38,400.00	\$65.00	\$52,000.00	\$55.00	\$44,000.00
9	Remove and replace 4-inch thick concrete sidewalk	S.Y.	120	\$36.70	\$4,404.00	\$30.00	\$3,600.00	\$60.00	\$7,200.00	\$39.00	\$4,680.00	\$50.00	\$6,000.00	\$55.00	\$6,600.00
10	Remove and replace wheelchair ramp	S.Y.	10	\$115.00	\$1,150.00	\$100.00	\$1,000.00	\$300.00	\$3,000.00	\$115.00	\$1,150.00	\$180.00	\$1,800.00	\$100.00	\$1,000.00
11	6-inch curb	L.F.	625	\$2.10	\$1,312.50	\$2.50	\$1,562.50	\$4.00	\$2,500.00	\$4.20	\$2,625.00	\$7.50	\$4,687.50	\$10.00	\$6,250.00
12	Monolithic curb and gutter	L.F.	80	\$28.80	\$2,304.00	\$2.50	\$200.00	\$40.00	\$3,200.00	\$84.00	\$6,720.00	\$14.00	\$1,120.00	\$25.00	\$2,000.00
13	Concrete paving header	L.F.	160	\$8.30	\$1,328.00	\$6.30	\$1,008.00	\$5.00	\$800.00	\$28.00	\$4,480.00	\$32.00	\$5,120.00	\$100.00	\$16,000.00
14	Type I reflective pavement markings, 4" yellow, solid and broken lines	L.F.	900	\$2.10	\$1,890.00	\$2.34	\$2,106.00	\$2.00	\$1,800.00	\$1.90	\$1,710.00	\$0.55	\$495.00	\$5.00	\$4,500.00
15	Type I reflective pavement markings, 4" white, solid and broken lines	L.F.	280	\$2.10	\$588.00	\$2.34	\$655.20	\$2.00	\$560.00	\$1.90	\$532.00	\$0.55	\$154.00	\$5.00	\$1,400.00
<b>TOTAL 9th STREET PAVING ITEMS</b>					<b>\$232,641.50</b>		<b>\$197,365.27</b>		<b>\$449,080.00</b>		<b>\$274,302.00</b>		<b>\$320,161.50</b>		<b>\$466,600.00</b>
<b>9th STREET DRAINAGE ITEMS</b>															
16	Remove and dispose of existing inlets	EA.	4	\$185.20	\$740.80	\$354.27	\$1,417.08	\$250.00	\$1,000.00	\$620.00	\$2,480.00	\$675.00	\$2,700.00	\$500.00	\$2,000.00
17	Remove and dispose of existing storm sewer manhole	EA.	2	\$207.00	\$414.00	\$531.41	\$1,062.82	\$1,000.00	\$2,000.00	\$970.00	\$1,940.00	\$750.00	\$1,500.00	\$500.00	\$1,000.00
18	Remove and dispose of existing storm sewer and culverts	L.F.	505	\$6.00	\$3,030.00	\$14.17	\$7,155.85	\$14.00	\$7,070.00	\$45.00	\$22,725.00	\$25.00	\$12,625.00	\$5.00	\$2,525.00
19	Plug existing storm sewer	EA.	1	\$1,725.00	\$1,725.00	\$480.32	\$480.32	\$560.00	\$560.00	\$570.00	\$570.00	\$520.00	\$520.00	\$750.00	\$750.00
20	12" RCP, ASTM C76, Class III storm sewer	L.F.	5	\$61.70	\$308.50	\$86.41	\$432.05	\$200.00	\$1,000.00	\$105.00	\$525.00	\$140.00	\$700.00	\$60.00	\$300.00
21	24" RCP, ASTM C76, Class III storm sewer	L.F.	192	\$65.90	\$12,652.80	\$97.28	\$18,677.76	\$80.00	\$15,360.00	\$73.00	\$14,016.00	\$136.00	\$26,112.00	\$100.00	\$19,200.00
22	42" RCP, ASTM C76, Class III storm sewer	L.F.	25	\$166.68	\$4,167.00	\$169.12	\$4,228.00	\$142.00	\$3,550.00	\$180.00	\$4,500.00	\$230.00	\$5,750.00	\$200.00	\$5,000.00
23	6"x5" RCB, ASTM C1433, Class III storm sewer	L.F.	351	\$281.40	\$98,771.40	\$435.63	\$152,906.13	\$265.00	\$93,015.00	\$320.00	\$112,320.00	\$410.00	\$143,910.00	\$500.00	\$175,500.00
24	Storm manway installed on storm sewer boxes	EA.	2	\$1,716.60	\$3,433.20	\$1,522.34	\$3,044.68	\$3,000.00	\$6,000.00	\$1,200.00	\$2,400.00	\$2,100.00	\$4,200.00	\$5,000.00	\$10,000.00
25	6' x 6' precast manhole	EA.	1	\$4,272.30	\$4,272.30	\$7,704.23	\$7,704.23	\$6,000.00	\$6,000.00	\$5,700.00	\$5,700.00	\$8,300.00	\$8,300.00	\$15,000.00	\$15,000.00
26	10' x 6' Storm manhole junction box #S-1	EA.	1	\$13,030.70	\$13,030.70	\$24,187.30	\$24,187.30	\$14,000.00	\$14,000.00	\$16,500.00	\$16,500.00	\$25,000.00	\$25,000.00	\$15,000.00	\$15,000.00
27	10' x 6' Conflict storm manhole junction box #S-3	EA.	1	\$18,232.10	\$18,232.10	\$24,187.30	\$24,187.30	\$15,000.00	\$15,000.00	\$19,500.00	\$19,500.00	\$27,000.00	\$27,000.00	\$15,000.00	\$15,000.00
28	10' x 6' Conflict storm manhole junction box #S-5	EA.	1	\$17,247.70	\$17,247.70	\$24,187.30	\$24,187.30	\$15,000.00	\$15,000.00	\$19,500.00	\$19,500.00	\$26,000.00	\$26,000.00	\$15,000.00	\$15,000.00
29	Type "BB" Inlet	EA.	4	\$1,651.40	\$6,605.60	\$1,840.98	\$7,363.92	\$2,100.00	\$8,400.00	\$2,400.00	\$9,600.00	\$2,600.00	\$10,400.00	\$2,000.00	\$8,000.00
30	Trench safety for all storm sewers greater than 5' deep	L.F.	568	\$2.00	\$1,136.00	\$2.00	\$1,136.00	\$2.00	\$1,136.00	\$2.00	\$1,136.00	\$2.00	\$1,136.00	\$5.00	\$2,840.00
31	Inlet protection barrier, Stage I and II inlets	EA.	12	\$115.00	\$1,380.00	\$52.10	\$625.20	\$205.00	\$2,460.00	\$100.00	\$1,200.00	\$135.00	\$1,620.00	\$25.00	\$300.00
32	Well pointing for storm sewer	L.F.	351	\$20.00	\$7,020.00	\$20.00	\$7,020.00	\$20.00	\$7,020.00	\$28.00	\$9,828.00	\$55.00	\$19,305.00	\$40.00	\$14,040.00
<b>TOTAL 9th STREET DRAINAGE ITEMS</b>					<b>\$194,167.10</b>		<b>\$285,815.94</b>		<b>\$198,571.00</b>		<b>\$244,440.00</b>		<b>\$316,778.00</b>		<b>\$301,455.00</b>
<b>9th STREET WATER LINE ITEMS</b>															
33	6" PVC (AWWA C-900) Class 150	L.F.	95	\$55.70	\$5,291.50	\$49.65	\$4,716.75	\$60.00	\$5,700.00	\$48.00	\$4,560.00	\$65.00	\$6,175.00	\$45.00	\$4,275.00
34	8" PVC (AWWA C-900) Class 150	L.F.	425	\$57.40	\$24,395.00	\$53.89	\$22,903.25	\$70.00	\$29,750.00	\$66.00	\$28,050.00	\$72.00	\$30,600.00	\$50.00	\$21,250.00
35	8-inch Gate valves	EA.	4	\$1,000.00	\$4,000.00	\$1,448.26	\$5,793.04	\$1,200.00	\$4,800.00	\$1,040.00	\$4,160.00	\$1,125.00	\$4,500.00	\$500.00	\$2,000.00
36	Fire hydrant assembly	EA.	1	\$3,300.00	\$3,300.00	\$3,611.95	\$3,611.95	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$3,335.00	\$3,335.00	\$2,500.00	\$2,500.00
37	1" single short side service reconnection	EA.	2	\$416.00	\$832.00	\$635.07	\$1,270.14	\$900.00	\$1,800.00	\$650.00	\$1,300.00	\$560.00	\$1,120.00	\$1,000.00	\$2,000.00
38	6" wet connection	EA.	3	\$1,000.00	\$3,000.00	\$1,368.93	\$4,106.79	\$1,800.00	\$5,400.00	\$620.00	\$1,860.00	\$730.00	\$2,190.00	\$2,500.00	\$7,500.00
39	8" wet connection	EA.	1	\$1,100.00	\$1,100.00	\$1,314.21	\$1,314.21	\$1,900.00	\$1,900.00	\$670.00	\$670.00	\$885.00	\$885.00	\$2,500.00	\$2,500.00
40	Cut and plug existing 6" water line to be abandoned	EA.	4	\$300.00	\$1,200.00	\$449.94	\$1,799.76	\$700.00	\$2,800.00	\$310.00	\$1,240.00	\$415.00	\$1,660.00	\$750.00	\$3,000.00
41	Trench safety system for all water mains, greater than 5' deep	L.F.	100	\$2.00	\$200.00	\$2.00	\$200.00	\$2.00	\$200.00	\$2.00	\$200.00	\$2.00	\$200.00	\$4.00	\$400.00
42	16-inch steel casing pipe including 8" PVC C-900, Class 150 water line	L.F.	36	\$300.00	\$10,800.00	\$116.72	\$4,201.92	\$150.00	\$5,400.00	\$93.00	\$3,348.00	\$137.54	\$4,951.44	\$350.00	\$12,600.00
<b>TOTAL 9th STREET WATER LINE ITEMS</b>					<b>\$54,118.50</b>		<b>\$49,917.81</b>		<b>\$62,750.00</b>		<b>\$48,388.00</b>		<b>\$55,616.44</b>		<b>\$58,025.00</b>
<b>9th STREET SANITARY SEWER ITEMS</b>															
43	Remove and replace 8" PVC SDR 26 (Class 160) sanitary sewer	L.F.	90	\$58.00	\$5,220.00	\$34.58	\$3,112.20	\$150.00	\$13,500.00	\$105.00	\$9,450.00	\$135.00	\$12,150.00	\$100.00	\$9,000.00
44	Remove and replace 12" PVC SDR 26 (Class 160) sanitary sewer	L.F.	150	\$126.00	\$18,900.00	\$49.51	\$7,426.50	\$200.00	\$30,000.00	\$116.00	\$17,400.00	\$140.00	\$21,000.00	\$150.00	\$22,500.00
45	Remove and replace existing manhole frame and cover to grade	EA.	1	\$250.00	\$250.00	\$657.46	\$657.46	\$600.00	\$600.00	\$600.00	\$600.00	\$950.00	\$950.00	\$3,500.00	\$3,500.00
46	Manhole wall liner (1-inch cementitious)	V.F.	5	\$230.00	\$1,150.00	\$260.49	\$1,302.45	\$150.00	\$750.00	\$103.00	\$515.00	\$150.00	\$750.00	\$250.00	\$1,250.00
<b>TOTAL 9th STREET SANITARY SEWER ITEMS</b>					<b>\$25,520.00</b>		<b>\$12,498.61</b>		<b>\$44,850.00</b>		<b>\$27,965.00</b>		<b>\$34,850.00</b>		<b>\$36,250.00</b>
<b>TOTAL 9th STREET PAVING, DRAINAGE, WATER AND SEWER ITEMS</b>					<b>\$506,447.10</b>		<b>\$545,597.63</b>		<b>\$755,251.00</b>		<b>\$595,095.00</b>		<b>\$727,405.94</b>		<b>\$862,330.00</b>

CITY OF TEXAS CITY  
9th STREET AND 7th STREET  
PAVING, DRAINAGE, WATER AND SEWER IMPROVEMENTS  
PROJECT

				LOW BIDDER		METRO CITY CONSTRUCTION		TEXAS STERLING		BEYER CONSTRUCTION		TRIPLE B SERVICES		TOTAL CONTRACTING LIMITED	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
<b>7th STREET PAVING ITEMS</b>															
47	Traffic Control and Regulation	L.S.	1	\$15,000.00	\$15,000.00	\$16,801.62	\$16,801.62	\$213,000.00	\$213,000.00	\$58,000.00	\$58,000.00	\$65,000.00	\$65,000.00	\$350,000.00	\$350,000.00
48	Temporary asphalt pavement	S.Y.	1,950	\$44.70	\$87,165.00	\$32.07	\$62,536.50	\$40.00	\$78,000.00	\$38.40	\$74,880.00	\$33.00	\$64,350.00	\$45.00	\$87,750.00
49	Remove and dispose of existing concrete pavement	S.Y.	8,850	\$3.90	\$34,515.00	\$2.61	\$23,098.50	\$3.00	\$26,550.00	\$4.00	\$35,400.00	\$4.25	\$37,612.50	\$5.00	\$44,250.00
50	Remove and dispose of existing asphaltic pavement and base material	S.Y.	450	\$3.90	\$1,755.00	\$2.61	\$1,174.50	\$3.00	\$1,350.00	\$4.00	\$1,800.00	\$10.00	\$4,500.00	\$5.00	\$2,250.00
51	11" thick reinforced (7-sack concrete mix) concrete pavement	S.Y.	550	\$60.00	\$33,000.00	\$50.00	\$27,500.00	\$67.00	\$36,850.00	\$75.50	\$41,525.00	\$81.00	\$44,550.00	\$100.00	\$55,000.00
52	8" thick reinforced concrete pavement	S.Y.	4,650	\$45.00	\$209,250.00	\$35.00	\$162,750.00	\$44.00	\$204,600.00	\$50.50	\$234,825.00	\$55.00	\$255,750.00	\$60.00	\$279,000.00
53	6" thick reinforced concrete pavement	S.Y.	3,800	\$36.60	\$139,080.00	\$30.00	\$114,000.00	\$36.00	\$136,800.00	\$39.10	\$148,580.00	\$47.00	\$178,600.00	\$55.00	\$209,000.00
54	6" lime stabilized subgrade	S.Y.	9,500	\$3.80	\$36,100.00	\$4.00	\$38,000.00	\$9.00	\$85,500.00	\$7.30	\$69,350.00	\$5.50	\$52,250.00	\$9.00	\$85,500.00
55	Full depth asphalt transition	S.Y.	300	\$78.70	\$23,610.00	\$84.95	\$25,485.00	\$59.00	\$17,700.00	\$82.00	\$24,600.00	\$87.00	\$26,100.00	\$50.00	\$15,000.00
56	Remove and replace asphalt driveway	S.Y.	200	\$44.60	\$8,920.00	\$273.21	\$54,642.00	\$45.00	\$9,000.00	\$51.00	\$10,200.00	\$51.00	\$10,200.00	\$45.00	\$9,000.00
57	Remove and replace 6-inch thick concrete driveway	S.Y.	700	\$39.70	\$27,790.00	\$30.00	\$21,000.00	\$60.00	\$42,000.00	\$54.00	\$37,800.00	\$71.00	\$49,700.00	\$55.00	\$38,500.00
58	Remove and replace 4-inch thick concrete sidewalk	S.Y.	625	\$39.00	\$24,375.00	\$30.00	\$18,750.00	\$54.00	\$33,750.00	\$39.00	\$24,375.00	\$51.00	\$31,875.00	\$50.00	\$31,250.00
59	Remove and replace wheelchair ramp	S.Y.	150	\$46.00	\$6,900.00	\$80.00	\$12,000.00	\$103.00	\$15,450.00	\$115.00	\$17,250.00	\$135.00	\$20,250.00	\$150.00	\$22,500.00
60	6-inch curb	L.F.	3,250	\$2.40	\$7,800.00	\$2.50	\$8,125.00	\$3.00	\$9,750.00	\$4.30	\$13,975.00	\$4.95	\$16,087.50	\$4.00	\$13,000.00
61	Monolithic curb and gutter	L.F.	130	\$30.00	\$3,900.00	\$2.50	\$325.00	\$25.00	\$3,250.00	\$84.00	\$10,920.00	\$20.00	\$2,600.00	\$25.00	\$3,250.00
62	Concrete paving header	L.F.	500	\$3.00	\$1,500.00	\$6.24	\$3,120.00	\$5.00	\$2,500.00	\$28.00	\$14,000.00	\$22.00	\$11,000.00	\$100.00	\$50,000.00
63	Type I reflective pavement markings, 4" yellow, solid and broken lines	L.F.	1,080	\$2.10	\$2,268.00	\$2.34	\$2,527.20	\$2.00	\$2,160.00	\$1.90	\$2,052.00	\$0.55	\$594.00	\$2.00	\$2,160.00
64	Type I reflective pavement markings, 4" white, solid and broken lines	L.F.	600	\$2.10	\$1,260.00	\$2.34	\$1,404.00	\$2.00	\$1,200.00	\$1.90	\$1,140.00	\$0.55	\$330.00	\$2.00	\$1,200.00
65	Type I reflective pavement markings, 8" white	L.F.	200	\$3.60	\$720.00	\$4.04	\$808.00	\$3.50	\$700.00	\$3.20	\$640.00	\$1.15	\$230.00	\$5.00	\$1,000.00
66	Type I reflective pavement markings, 24" white	L.F.	130	\$7.90	\$1,027.00	\$8.99	\$1,168.70	\$7.70	\$1,001.00	\$7.20	\$936.00	\$7.00	\$910.00	\$50.00	\$6,500.00
67	Type I reflective pavement markings, arrow	L.F.	7	\$115.00	\$805.00	\$130.24	\$911.68	\$111.00	\$777.00	\$104.00	\$728.00	\$125.00	\$875.00	\$50.00	\$350.00
68	Type I reflective pavement markings, ONLY	L.F.	3	\$138.00	\$414.00	\$156.29	\$468.87	\$133.00	\$399.00	\$125.00	\$375.00	\$125.00	\$375.00	\$50.00	\$150.00
69	Raised reflective pavement markers, Type I-C	EA.	26	\$3.90	\$101.40	\$4.43	\$115.18	\$4.00	\$104.00	\$3.50	\$91.00	\$6.00	\$156.00	\$5.00	\$130.00
70	Project identification sign	EA.	1	\$800.00	\$800.00	\$800.00	\$800.00	\$1,000.00	\$1,000.00	\$700.00	\$700.00	\$800.00	\$800.00	\$2,500.00	\$2,500.00
<b>TOTAL 7th STREET PAVING ITEMS</b>					<b>\$668,055.40</b>		<b>\$597,511.75</b>		<b>\$923,391.00</b>		<b>\$824,142.00</b>		<b>\$874,695.00</b>		<b>\$1,309,240.00</b>
<b>7th STREET DRAINAGE ITEMS</b>															
71	Remove and dispose of existing inlets	EA.	16	\$180.00	\$2,880.00	\$354.27	\$5,668.32	\$500.00	\$8,000.00	\$625.00	\$10,000.00	\$400.00	\$6,400.00	\$250.00	\$4,000.00
72	Remove and dispose of existing storm sewer manhole	EA.	8	\$180.00	\$1,440.00	\$531.41	\$4,251.28	\$500.00	\$4,000.00	\$980.00	\$7,840.00	\$530.00	\$4,240.00	\$250.00	\$2,000.00
73	Remove and dispose of existing storm sewer and culverts	L.F.	1,900	\$8.70	\$16,530.00	\$14.17	\$26,923.00	\$10.00	\$19,000.00	\$50.00	\$95,000.00	\$17.00	\$32,300.00	\$10.00	\$19,000.00
74	Abandon and grout-fill existing storm sewer and culverts	C.Y.	95	\$172.50	\$16,387.50	\$195.37	\$18,560.15	\$44.00	\$4,180.00	\$225.00	\$21,375.00	\$240.00	\$22,800.00	\$125.00	\$11,875.00
75	Plug existing storm sewer	EA.	1	\$500.00	\$500.00	\$480.32	\$480.32	\$1,000.00	\$1,000.00	\$725.00	\$725.00	\$430.00	\$430.00	\$750.00	\$750.00
76	13" x 22" RCAP, ASTM C506, Class III storm sewer	L.F.	47	\$87.00	\$4,089.00	\$54.90	\$2,580.30	\$90.00	\$4,230.00	\$103.00	\$4,841.00	\$114.00	\$5,358.00	\$200.00	\$9,400.00
77	18" RCP, ASTM C76, Class III storm sewer	L.F.	68	\$67.20	\$4,569.60	\$54.90	\$3,733.20	\$62.00	\$4,216.00	\$68.00	\$4,624.00	\$96.00	\$6,528.00	\$85.00	\$5,780.00
78	24" RCP, ASTM C76, Class III storm sewer	L.F.	525	\$59.50	\$31,237.50	\$97.28	\$51,072.00	\$90.00	\$47,250.00	\$73.00	\$38,325.00	\$105.00	\$55,125.00	\$100.00	\$52,500.00
79	30" RCP, ASTM C76, Class III storm sewer	L.F.	54	\$70.00	\$3,780.00	\$112.69	\$6,085.26	\$95.00	\$5,130.00	\$84.00	\$4,536.00	\$125.00	\$6,750.00	\$150.00	\$8,100.00
80	42" RCP, ASTM C76, Class III storm sewer	L.F.	28	\$105.00	\$2,940.00	\$165.34	\$4,629.52	\$150.00	\$4,200.00	\$180.00	\$5,040.00	\$195.00	\$5,460.00	\$225.00	\$6,300.00
81	6"x5" RCB, ASTM C1433, Class III storm sewer	L.F.	1,414	\$280.50	\$396,627.00	\$391.51	\$553,595.14	\$270.00	\$381,780.00	\$318.00	\$449,652.00	\$435.00	\$615,090.00	\$550.00	\$777,700.00
82	Storm manway installed on storm sewer boxes	EA.	6	\$1,500.00	\$9,000.00	\$1,522.33	\$9,133.98	\$2,000.00	\$12,000.00	\$1,200.00	\$7,200.00	\$2,100.00	\$12,600.00	\$2,500.00	\$15,000.00
83	4' x 4' precast manhole	EA.	6	\$2,100.00	\$12,600.00	\$2,280.87	\$13,685.22	\$3,000.00	\$18,000.00	\$2,750.00	\$16,500.00	\$3,500.00	\$21,000.00	\$2,500.00	\$15,000.00
84	5' x 5' precast manhole	EA.	1	\$3,000.00	\$3,000.00	\$3,386.52	\$3,386.52	\$5,000.00	\$5,000.00	\$3,370.00	\$3,370.00	\$4,300.00	\$4,300.00	\$3,500.00	\$3,500.00
85	10' x 6' Storm manhole junction box #M-2	EA.	1	\$2,700.00	\$2,700.00	\$2,340.35	\$2,340.35	\$7,500.00	\$7,500.00	\$16,400.00	\$16,400.00	\$5,000.00	\$5,000.00	\$10,000.00	\$10,000.00
86	10' x 6' Conflict storm manhole junction box #M-4	EA.	1	\$20,000.00	\$20,000.00	\$24,187.30	\$24,187.30	\$15,000.00	\$15,000.00	\$19,300.00	\$19,300.00	\$26,000.00	\$26,000.00	\$10,000.00	\$10,000.00
87	10' x 6' Conflict storm manhole junction box #M-8	EA.	1	\$20,000.00	\$20,000.00	\$24,187.30	\$24,187.30	\$15,000.00	\$15,000.00	\$19,300.00	\$19,300.00	\$25,000.00	\$25,000.00	\$10,000.00	\$10,000.00
88	10' x 6' Conflict storm manhole junction box #M-10	EA.	1	\$22,000.00	\$22,000.00	\$24,187.30	\$24,187.30	\$15,000.00	\$15,000.00	\$19,300.00	\$19,300.00	\$28,000.00	\$28,000.00	\$10,000.00	\$10,000.00
89	Type "C" Inlet	EA.	4	\$2,000.00	\$8,000.00	\$1,840.98	\$7,363.92	\$2,500.00	\$10,000.00	\$2,150.00	\$8,600.00	\$2,500.00	\$10,000.00	\$3,500.00	\$14,000.00
90	Type "BB" Inlet	EA.	12	\$1,800.00	\$21,600.00	\$1,814.92	\$21,779.04	\$2,500.00	\$30,000.00	\$2,450.00	\$29,400.00	\$2,350.00	\$28,200.00	\$2,500.00	\$30,000.00
91	Trench safety for all storm sewers greater than 5' deep	L.F.	2,136	\$2.00	\$4,272.00	\$2.00	\$4,272.00	\$2.00	\$4,272.00	\$2.00	\$4,272.00	\$2.00	\$4,272.00	\$5.00	\$10,680.00
92	Inlet protection barrier, Stage I and II inlets	EA.	38	\$100.00	\$3,800.00	\$52.10	\$1,979.80	\$20.00	\$760.00	\$105.00	\$3,990.00	\$65.00	\$2,470.00	\$95.00	\$3,610.00
93	Well pointing for storm sewer	L.F.	1,414	\$20.00	\$28,280.00	\$20.00	\$28,280.00	\$20.00	\$28,280.00	\$28.00	\$39,592.00	\$55.00	\$77,770.00	\$45.00	\$63,630.00
<b>TOTAL 7th STREET DRAINAGE ITEMS</b>					<b>\$636,232.60</b>		<b>\$842,361.22</b>		<b>\$650,638.00</b>		<b>\$829,182.00</b>		<b>\$1,005,093.00</b>		<b>\$1,090,165.00</b>

CITY OF TEXAS CITY  
9th STREET AND 7th STREET  
PAVING, DRAINAGE, WATER AND SEWER IMPROVEMENTS  
PROJECT

				LOW BIDDER											
ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	SER CONSTRUCTION PARTNERS		METRO CITY CONSTRUCTION		TEXAS STERLING		BEYER CONSTRUCTION		TRIPLE B SERVICES		TOTAL CONTRACTING LIMITED	
				UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
<b>7th STREET WATER LINE ITEMS</b>															
94	2" PVC (SDR-21) Class 200	L.F.	65	\$30.00	\$1,950.00	\$78.23	\$5,084.95	\$90.00	\$5,850.00	\$37.50	\$2,437.50	\$19.00	\$1,235.00	\$50.00	\$3,250.00
95	6" PVC (AWWA C-900) Class 150	L.F.	50	\$56.00	\$2,800.00	\$52.18	\$2,609.00	\$125.00	\$6,250.00	\$74.00	\$3,700.00	\$47.00	\$2,350.00	\$50.00	\$2,500.00
96	8" PVC (AWWA C-900) Class 150	L.F.	600	\$43.00	\$25,800.00	\$52.18	\$31,308.00	\$118.00	\$70,800.00	\$79.20	\$47,520.00	\$64.00	\$38,400.00	\$50.00	\$30,000.00
97	12" PVC (AWWA C-900) Class 150	L.F.	140	\$105.00	\$14,700.00	\$58.56	\$8,198.40	\$140.00	\$19,600.00	\$129.00	\$18,060.00	\$92.00	\$12,880.00	\$75.00	\$10,500.00
98	8-inch Gate valves	EA.	5	\$1,000.00	\$5,000.00	\$1,705.50	\$8,527.50	\$1,100.00	\$5,500.00	\$1,100.00	\$5,500.00	\$1,190.00	\$5,950.00	\$750.00	\$3,750.00
99	12-inch Gate valves	EA.	2	\$2,000.00	\$4,000.00	\$3,613.50	\$7,227.00	\$1,900.00	\$3,800.00	\$2,000.00	\$4,000.00	\$2,240.00	\$4,480.00	\$1,200.00	\$2,400.00
100	Fire hydrant assembly	EA.	1	\$3,200.00	\$3,200.00	\$3,058.54	\$3,058.54	\$5,000.00	\$5,000.00	\$3,000.00	\$3,000.00	\$3,330.00	\$3,330.00	\$2,500.00	\$2,500.00
101	Remove and salvage existing fire hydrant and valve	EA.	1	\$300.00	\$300.00	\$12.50	\$12.50	\$500.00	\$500.00	\$515.00	\$515.00	\$485.00	\$485.00	\$450.00	\$450.00
102	2" wet connection	EA.	3	\$200.00	\$600.00	\$1,325.12	\$3,975.36	\$800.00	\$2,400.00	\$480.00	\$1,440.00	\$360.00	\$1,080.00	\$1,200.00	\$3,600.00
103	6" wet connection	EA.	4	\$600.00	\$2,400.00	\$1,027.09	\$4,108.36	\$1,500.00	\$6,000.00	\$630.00	\$2,520.00	\$435.00	\$1,740.00	\$2,500.00	\$10,000.00
104	8" wet connection	EA.	3	\$1,000.00	\$3,000.00	\$1,444.63	\$4,333.89	\$1,600.00	\$4,800.00	\$670.00	\$2,010.00	\$560.00	\$1,680.00	\$2,800.00	\$8,400.00
105	Cut and plug existing 2" water line	EA.	3	\$250.00	\$750.00	\$1,080.37	\$3,241.11	\$500.00	\$1,500.00	\$260.00	\$780.00	\$290.00	\$870.00	\$250.00	\$750.00
106	Cut and plug existing 6" water line	EA.	4	\$300.00	\$1,200.00	\$1,080.37	\$4,321.48	\$600.00	\$2,400.00	\$310.00	\$1,240.00	\$400.00	\$1,600.00	\$500.00	\$2,000.00
107	Cut and plug existing 8" water line	EA.	2	\$300.00	\$600.00	\$1,080.37	\$2,160.74	\$650.00	\$1,300.00	\$360.00	\$720.00	\$490.00	\$980.00	\$750.00	\$1,500.00
108	Trench safety system for all water mains, greater than 5' deep	L.F.	100	\$2.00	\$200.00	\$2.00	\$200.00	\$2.00	\$200.00	\$2.00	\$200.00	\$2.00	\$200.00	\$5.00	\$500.00
<b>TOTAL 7th STREET WATER LINE ITEMS</b>					<b>\$66,500.00</b>		<b>\$88,366.83</b>		<b>\$135,900.00</b>		<b>\$93,642.50</b>		<b>\$77,260.00</b>		<b>\$82,100.00</b>
<b>7th STREET SANITARY SEWER ITEMS</b>															
109	Remove and replace 8" PVC SDR 26 (Class 160) sanitary sewer	L.F.	130	\$61.00	\$7,930.00	\$36.14	\$4,698.20	\$75.00	\$9,750.00	\$130.00	\$16,900.00	\$122.00	\$15,860.00	\$85.00	\$11,050.00
110	Remove and replace 12" PVC SDR 26 (Class 160) sanitary sewer	L.F.	45	\$77.00	\$3,465.00	\$44.50	\$2,002.50	\$145.00	\$6,525.00	\$150.00	\$6,750.00	\$183.00	\$8,235.00	\$125.00	\$5,625.00
111	Remove and replace existing manhole frame and cover to grade	EA.	6	\$2,800.00	\$16,800.00	\$480.32	\$2,881.92	\$700.00	\$4,200.00	\$600.00	\$3,600.00	\$1,110.00	\$6,660.00	\$2,500.00	\$15,000.00
112	Manhole wall liner (1-inch cementitious)	V.F.	35	\$250.00	\$8,750.00	\$249.87	\$8,745.45	\$150.00	\$5,250.00	\$105.00	\$3,675.00	\$150.00	\$5,250.00	\$200.00	\$7,000.00
113	Trench safety for all sanitary sewers greater than 5' deep	L.F.	175	\$2.00	\$350.00	\$2.00	\$350.00	\$2.00	\$350.00	\$2.00	\$350.00	\$2.00	\$350.00	\$5.00	\$875.00
<b>TOTAL 7th STREET SANITARY SEWER ITEMS</b>					<b>\$37,295.00</b>		<b>\$18,678.07</b>		<b>\$26,075.00</b>		<b>\$31,275.00</b>		<b>\$36,355.00</b>		<b>\$39,550.00</b>
<b>TOTAL 7th STREET PAVING, DRAINAGE, WATER AND SEWER ITEMS</b>					<b>\$1,408,083.00</b>		<b>\$1,546,917.87</b>		<b>\$1,736,004.00</b>		<b>\$1,778,241.50</b>		<b>\$1,993,403.00</b>		<b>\$2,521,055.00</b>
<b>SUPPLEMENTAL ITEMS</b>															
114	Well pointing for water line or sanitary sewer	L.F.	400	\$20.00	\$8,000.00	\$20.00	\$8,000.00	\$20.00	\$8,000.00	\$28.00	\$11,200.00	\$20.00	\$8,000.00	\$45.00	\$18,000.00
115	Wet condition bedding for water line or sanitary sewer installation	L.F.	400	\$5.00	\$2,000.00	\$5.00	\$2,000.00	\$5.00	\$2,000.00	\$9.70	\$3,880.00	\$5.00	\$2,000.00	\$10.00	\$4,000.00
116	Wet condition bedding for 42" RCP	L.F.	500	\$5.00	\$2,500.00	\$5.00	\$2,500.00	\$5.00	\$2,500.00	\$12.50	\$6,250.00	\$5.00	\$2,500.00	\$10.00	\$5,000.00
117	Wet condition bedding for 6'X5' RCB storm sewer	L.F.	1,765	\$15.00	\$26,475.00	\$15.00	\$26,475.00	\$15.00	\$26,475.00	\$24.50	\$43,242.50	\$15.00	\$26,475.00	\$15.00	\$26,475.00
118	Wet condition bedding for manhole	EA.	10	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00	\$515.00	\$5,150.00	\$500.00	\$5,000.00	\$500.00	\$5,000.00
119	Abandon and grout-fill existing storm sewer manhole	EA.	1	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$515.00	\$515.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00
120	Solid sheet shoring system for storm sewer	L.F.	400	\$20.00	\$8,000.00	\$20.00	\$8,000.00	\$20.00	\$8,000.00	\$100.00	\$40,000.00	\$20.00	\$8,000.00	\$15.00	\$6,000.00
121	Installation and removal of piezometers	EA.	8	\$300.00	\$2,400.00	\$100.00	\$800.00	\$100.00	\$800.00	\$105.00	\$840.00	\$100.00	\$800.00	\$250.00	\$2,000.00
122	Install extra cement stabilized sand backfill	C.Y.	300	\$20.00	\$6,000.00	\$20.00	\$6,000.00	\$20.00	\$6,000.00	\$32.50	\$9,750.00	\$25.00	\$7,500.00	\$25.00	\$7,500.00
123	Install extra bank sand backfill	C.Y.	100	\$15.00	\$1,500.00	\$15.00	\$1,500.00	\$15.00	\$1,500.00	\$15.00	\$1,500.00	\$15.00	\$1,500.00	\$15.00	\$1,500.00
124	Extra Type 'D' asphalt pavement	TON	200	\$75.00	\$15,000.00	\$50.00	\$10,000.00	\$50.00	\$10,000.00	\$73.00	\$14,600.00	\$70.00	\$14,000.00	\$100.00	\$20,000.00
125	Extra crushed concrete base material	TON	200	\$30.00	\$6,000.00	\$30.00	\$6,000.00	\$30.00	\$6,000.00	\$30.00	\$6,000.00	\$30.00	\$6,000.00	\$30.00	\$6,000.00
126	Brace, support and protect utility structures	EA.	5	\$1,000.00	\$5,000.00	\$1,000.00	\$5,000.00	\$1,000.00	\$5,000.00	\$1,000.00	\$5,000.00	\$1,000.00	\$5,000.00	\$2,500.00	\$12,500.00
127	1" single long side service reconnection	EA.	10	\$800.00	\$8,000.00	\$800.00	\$8,000.00	\$800.00	\$8,000.00	\$895.00	\$8,950.00	\$800.00	\$8,000.00	\$1,000.00	\$10,000.00
128	1" single short side service reconnection	EA.	10	\$400.00	\$4,000.00	\$400.00	\$4,000.00	\$400.00	\$4,000.00	\$660.00	\$6,600.00	\$400.00	\$4,000.00	\$1,000.00	\$10,000.00
129	1-1/4" to 2" single long side service reconnection	EA.	2	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$1,350.00	\$2,700.00	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00
130	1-1/4" to 2" single short side service reconnection	EA.	2	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$500.00	\$1,000.00	\$1,500.00	\$3,000.00
131	Extra polyethylene service tubing	L.F.	100	\$7.00	\$700.00	\$7.00	\$700.00	\$7.00	\$700.00	\$7.10	\$710.00	\$7.00	\$700.00	\$50.00	\$5,000.00
132	Proposed 4' diameter pre-cast sanitary sewer manhole up to 8' deep	EA.	1	\$2,500.00	\$2,500.00	\$1,750.00	\$1,750.00	\$1,750.00	\$1,750.00	\$2,180.00	\$2,180.00	\$1,750.00	\$1,750.00	\$2,500.00	\$2,500.00
133	13' x 22" RCAP, ASTM C506, Class III storm sewer	L.F.	100	\$75.00	\$7,500.00	\$75.00	\$7,500.00	\$75.00	\$7,500.00	\$103.00	\$10,300.00	\$75.00	\$7,500.00	\$125.00	\$12,500.00
134	18' x 28" RCAP, ASTM C506, Class III storm sewer	L.F.	250	\$90.00	\$22,500.00	\$90.00	\$22,500.00	\$90.00	\$22,500.00	\$109.00	\$27,250.00	\$90.00	\$22,500.00	\$150.00	\$37,500.00
<b>TOTAL SUPPLEMENTAL ITEMS</b>					<b>\$136,575.00</b>		<b>\$129,225.00</b>		<b>\$129,225.00</b>		<b>\$208,617.50</b>		<b>\$134,725.00</b>		<b>\$199,975.00</b>

CITY OF TEXAS CITY  
9th STREET AND 7th STREET  
PAVING, DRAINAGE, WATER AND SEWER IMPROVEMENTS  
PROJECT

				LOW BIDDER		METRO CITY CONSTRUCTION		TEXAS STERLING		BEYER CONSTRUCTION		TRIPLE B SERVICES		TOTAL CONTRACTING LIMITED	
ITEM NO.	ITEM DESCRIPTION	UNIT	QUAN.	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
<b>ADD ALTERNATE NO. 1 ITEMS: NORTH BRANCH "B"</b>															
135	Abandon and grout-fill existing storm sewer and culverts	C.Y.	925	\$172.50	\$159,562.50	\$160.00	\$148,000.00	\$24.00	\$22,200.00	\$135.00	\$124,875.00	\$168.00	\$155,400.00	\$175.00	\$161,875.00
136	Abandon and grout-fill existing storm sewer drainage structure	EA.	4	\$500.00	\$2,000.00	\$1,200.00	\$4,800.00	\$600.00	\$2,400.00	\$520.00	\$2,080.00	\$2,200.00	\$8,800.00	\$1,500.00	\$6,000.00
<b>TOTAL ADD ALTERNATE NO. 1 ITEMS: NORTH BRANCH "B"</b>				<b>\$161,562.50</b>		<b>\$152,800.00</b>		<b>\$24,600.00</b>		<b>\$126,955.00</b>		<b>\$164,200.00</b>		<b>\$167,875.00</b>	
<b>ADD ALTERNATE NO. 2 ITEMS: SOUTH BRANCH "A"</b>															
137	Abandon and grout-fill existing storm sewer and culverts	C.Y.	440	\$172.50	\$75,900.00	\$160.00	\$70,400.00	\$40.00	\$17,600.00	\$135.00	\$59,400.00	\$170.00	\$74,800.00	\$175.00	\$77,000.00
138	Abandon and grout-fill existing storm sewer drainage structure	EA.	2	\$500.00	\$1,000.00	\$1,200.00	\$2,400.00	\$750.00	\$1,500.00	\$520.00	\$1,040.00	\$2,200.00	\$4,400.00	\$1,500.00	\$3,000.00
139	Remove and dispose of existing storm sewer and culverts	L.F.	1,179	\$15.00	\$17,685.00	\$12.62	\$14,878.98	\$15.00	\$17,685.00	\$50.00	\$58,950.00	\$13.00	\$15,327.00	\$7.00	\$8,253.00
<b>TOTAL ADD ALTERNATE NO. 2 ITEMS: SOUTH BRANCH "A"</b>				<b>\$94,585.00</b>		<b>\$87,678.98</b>		<b>\$36,785.00</b>		<b>\$119,390.00</b>		<b>\$94,527.00</b>		<b>\$88,253.00</b>	
<b>ADD ALTERNATE NO. 3 ITEMS: 12" WATER LINE ALONG 10th AVE.</b>															
140	6" PVC (AWWA C-900) Class 150, water line	L.F.	30	\$38.00	\$1,140.00	\$44.12	\$1,323.60	\$300.00	\$9,000.00	\$105.00	\$3,150.00	\$50.00	\$1,500.00	\$75.00	\$2,250.00
141	12" PVC (AWWA C-900) Class 150, water line	L.F.	830	\$61.00	\$50,630.00	\$65.70	\$54,531.00	\$45.00	\$37,350.00	\$86.00	\$71,380.00	\$62.00	\$51,460.00	\$100.00	\$83,000.00
142	6-inch Gate valves	EA.	1	\$770.00	\$770.00	\$922.30	\$922.30	\$700.00	\$700.00	\$860.00	\$860.00	\$700.00	\$700.00	\$75.00	\$75.00
143	12-inch Gate valves	EA.	1	\$2,000.00	\$2,000.00	\$2,797.74	\$2,797.74	\$1,000.00	\$1,000.00	\$2,025.00	\$2,025.00	\$1,800.00	\$1,800.00	\$125.00	\$125.00
144	Fire hydrant assembly	EA.	1	\$3,000.00	\$3,000.00	\$2,261.27	\$2,261.27	\$5,000.00	\$5,000.00	\$3,175.00	\$3,175.00	\$3,000.00	\$3,000.00	\$2,500.00	\$2,500.00
145	Install 1" single short side service	EA.	2	\$400.00	\$800.00	\$428.77	\$857.54	\$650.00	\$1,300.00	\$660.00	\$1,320.00	\$450.00	\$900.00	\$1,500.00	\$3,000.00
146	Install 1" single long side service	EA.	2	\$900.00	\$1,800.00	\$785.41	\$1,570.82	\$950.00	\$1,900.00	\$895.00	\$1,790.00	\$600.00	\$1,200.00	\$1,500.00	\$3,000.00
147	Trench safety system for all water mains greater than 5' deep	L.F.	100	\$2.00	\$200.00	\$2.00	\$200.00	\$2.00	\$200.00	\$2.08	\$208.00	\$2.00	\$200.00	\$5.00	\$500.00
<b>TOTAL ADD ALTERNATE NO. 3 ITEMS: 12" WATER LINE ALONG 10th AVE.</b>				<b>\$60,340.00</b>		<b>\$64,464.27</b>		<b>\$56,450.00</b>		<b>\$83,908.00</b>		<b>\$60,760.00</b>		<b>\$94,450.00</b>	
<b>ADD ALTERNATE NO. 4 ITEMS: 8" WATER LINE IN THE ALLEY</b>															
148	8" PVC (AWWA C-900) Class 150, water line	L.F.	490	\$41.00	\$20,090.00	\$101.06	\$49,519.40	\$30.00	\$14,700.00	\$80.00	\$39,200.00	\$47.00	\$23,030.00	\$125.00	\$61,250.00
149	8"x8" tapping sleeve and valve with box	EA.	1	\$3,250.00	\$3,250.00	\$3,877.67	\$3,877.67	\$200.00	\$200.00	\$4,895.00	\$4,895.00	\$4,100.00	\$4,100.00	\$2,500.00	\$2,500.00
150	Install 1" single short side service	EA.	9	\$400.00	\$3,600.00	\$428.77	\$3,858.93	\$600.00	\$5,400.00	\$665.00	\$5,985.00	\$480.00	\$4,320.00	\$1,000.00	\$9,000.00
151	Extra polyethylene service tubing	L.F.	50	\$11.50	\$575.00	\$8.74	\$437.00	\$250.00	\$12,500.00	\$7.30	\$365.00	\$19.00	\$950.00	\$25.00	\$1,250.00
152	Trench safety system for all water mains, greater than 5' deep	L.F.	100	\$2.00	\$200.00	\$2.00	\$200.00	\$2.00	\$200.00	\$2.08	\$208.00	\$2.00	\$200.00	\$10.00	\$1,000.00
153	Remove and replace existing concrete pavement	S.Y.	40	\$92.00	\$3,680.00	\$40.00	\$1,600.00	\$300.00	\$12,000.00	\$73.00	\$2,920.00	\$125.00	\$5,000.00	\$100.00	\$4,000.00
<b>TOTAL ADD ALTERNATE NO. 4 ITEMS: 8" WATER LINE IN THE ALLEY</b>				<b>\$31,395.00</b>		<b>\$59,493.00</b>		<b>\$45,000.00</b>		<b>\$53,573.00</b>		<b>\$37,600.00</b>		<b>\$79,000.00</b>	
<b>TOTAL 9th STREET PAVING, DRAINAGE, WATER AND SEWER ITEMS</b>				<b>\$506,447.10</b>		<b>\$545,597.63</b>		<b>\$755,251.00</b>		<b>\$595,095.00</b>		<b>\$727,405.94</b>		<b>\$862,330.00</b>	
<b>TOTAL 7th STREET PAVING, DRAINAGE, WATER AND SEWER ITEMS</b>				<b>\$1,408,083.00</b>		<b>\$1,546,917.87</b>		<b>\$1,736,004.00</b>		<b>\$1,778,241.50</b>		<b>\$1,993,403.00</b>		<b>\$2,521,055.00</b>	
<b>TOTAL SUPPLEMENTAL ITEMS</b>				<b>\$136,575.00</b>		<b>\$129,225.00</b>		<b>\$129,225.00</b>		<b>\$208,617.50</b>		<b>\$134,725.00</b>		<b>\$199,975.00</b>	
<b>TOTAL BASE BID PLUS SUPPLEMENTAL ITEMS</b>				<b>\$2,051,105.10</b>		<b>\$2,221,740.50</b>		<b>\$2,620,480.00</b>		<b>\$2,581,954.00</b>		<b>\$2,855,533.94</b>		<b>\$3,583,360.00</b>	
<b>TOTAL ADD ALTERNATE NO. 1 ITEMS: NORTH BRANCH "B"</b>				<b>\$161,562.50</b>		<b>\$152,800.00</b>		<b>\$24,600.00</b>		<b>\$126,955.00</b>		<b>\$164,200.00</b>		<b>\$167,875.00</b>	
<b>TOTAL ADD ALTERNATE NO. 2 ITEMS: SOUTH BRANCH "A"</b>				<b>\$94,585.00</b>		<b>\$87,678.98</b>		<b>\$36,785.00</b>		<b>\$119,390.00</b>		<b>\$94,527.00</b>		<b>\$88,253.00</b>	
<b>TOTAL ADD ALTERNATE NO. 3 ITEMS: 12" WATER LINE ALONG 10th AVE.</b>				<b>\$60,340.00</b>		<b>\$64,464.27</b>		<b>\$56,450.00</b>		<b>\$83,908.00</b>		<b>\$60,760.00</b>		<b>\$94,450.00</b>	
<b>TOTAL ADD ALTERNATE NO. 4 ITEMS: 8" WATER LINE IN THE ALLEY</b>				<b>\$31,395.00</b>		<b>\$59,493.00</b>		<b>\$45,000.00</b>		<b>\$53,573.00</b>		<b>\$37,600.00</b>		<b>\$79,000.00</b>	
<b>TOTAL BASE BID AND ADD ALTERNATE ITEMS:</b>				<b>\$2,398,987.60</b>		<b>\$2,586,176.75</b>		<b>\$2,783,315.00</b>		<b>\$2,965,780.00</b>		<b>\$3,212,620.94</b>		<b>\$4,012,938.00</b>	
<b>MATHEMATICAL ERROR CORRECTED BY ENGINEER</b>															

**Declaring necessity of temporary street closures for city-wide events  
CITY COMMISSION AGENDA 2**

**Date:** 09/03/2008  
**Submitted By:** Linda Turner, Texas City Museum  
**Submitted For:** Linda Turner  
**Department:** Texas City Museum  
**Agenda Area:** Consent

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**Information****ACTION REQUEST (Brief Summary)**

Approval of a Resolution declaring the Texas City Train Festival to be a City-wide event for the purpose of critical economic development in the downtown area and declaring the necessity of and approving the temporary closure of blocks 400 & 500 of Loop 197 (6th St. No.) to all through traffic on November 8 & 9, 2008 in order to complete a Temporary Road Closure Application to the Texas Department of Transportation.

**BACKGROUND**

In order to close 6th Street for the Texas City Train Festival an application must be submitted to and approved by the Texas Department of Transportation, along with a copy of a Resolution passed by the City Commission approving the road closures and the dates of the same.

**ANALYSIS**

It is necessary to close the roads in order to protect the visitors attending the events from the hazards of crossing streets with traffic present and allow the vendors ample area to set up booths for displaying their wares, thus creating a marketplace effect.

**ALTERNATIVES CONSIDERED**

Not closing 6th Street, thus eliminating the marketplace effect and placing our visitors in jeopardy.

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**Fiscal Impact**

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**Attachments**

Link: [Res  
08-070](#)  
Link: [Right  
of Way  
Agreement](#)

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## **RESOLUTION NO. 08-070**

**A RESOLUTION DECLARING THE TEXAS CITY TRAIN FESTIVAL TO BE A CITY-WIDE EVENT FOR THE PURPOSE OF CRITICAL ECONOMIC DEVELOPMENT OF THE DOWNTOWN TEXAS CITY AREA; DECLARING THE NECESSITY OF AND APPROVING THE TEMPORARY CLOSURE OF BLOCKS 400 AND 500 OF LOOP 197 (6TH STREET) TO ALL THROUGH TRAFFIC ON CERTAIN DAYS; AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE STATE OF TEXAS FOR SAID TEMPORARY ROAD CLOSURES; APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION FOR PERMIT, USE OF STATE OF TEXAS RIGHT-OF-WAY FOR TEMPORARY SIGNS; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the Texas City Train Festival event is designed to attract tourists, visitors, and merchants to the Street of Memories/6th Street (Loop 197); and

**WHEREAS**, the City Commission recognizes that, in order to protect the crowds and to create a marketplace atmosphere, Blocks 400 and 500 of the Street of Memories/6th Street (Loop 197) must temporarily be closed to all through traffic on the days of the “Texas City Train Festival” event.

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

**SECTION 1:** That the City Commission of the City of Texas City hereby declares the Texas City Train Festival to be a City-wide event for the purpose of critical economic development of the downtown Texas City area.

**SECTION 2:** That the City Commission hereby declares the necessity of and approves the temporary closure of Blocks 400 and 500 of the Street of Memories/6th Street (Loop 197) to all through traffic for the purpose of hosting the Texas City Train Festival as follows:

➤ **From 8:00 A.M., Saturday, November 8, 2008, to 10:00 P.M., Sunday, November 9, 2008 (Train Festival)**

**SECTION 3:** That the City Commission of the City of Texas City hereby authorizes the Mayor to enter into an Agreement between the State of Texas, acting by and through the Texas Department of Transportation, and the City of Texas City, Texas, for the above-referenced temporary closures of State right-of-way.

**SECTION 4:** That the City Commission hereby approves and authorizes the Mayor to execute the Application for Permit, Use of State of Texas Right-of-Way for Temporary Signs in order to advertise the Texas City Train Festival event.

**SECTION 5:** That this Resolution shall be in full force and effect from and after its passage and adoption.

**PASSED AND ADOPTED this 3rd day of September, 2008.**

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

ATTEST:

APPROVED AS TO FORM:

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Pamela A. Lawrence  
City Secretary

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Robert Gervais  
City Attorney

STATE OF TEXAS        §  
COUNTY OF Galveston §

AGREEMENT FOR THE TEMPORARY CLOSURE  
OF STATE RIGHT OF WAY

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of TEXAS City, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

WITNESSETH

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Spur 197, in Galveston County; and

WHEREAS, the local government has requested the temporary closure of Spur 197 6<sup>th</sup> St. for the purpose of Texas City Train Festival, from Nov 8 to Nov 9 as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 3<sup>rd</sup> day of September, 2008, the TEXAS City Council passed Resolution / Ordinance No. 08-070, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.



**Article 2. EVENT DESCRIPTION**

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

**Article 3. OPERATIONS OF THE EVENT**

**A.** The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

**B.** The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

**C.** The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

**D.** The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

**E.** The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

**F.** The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.



- G.** The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.
- H.** The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

**Article 4. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use.

**Article 5. TERMINATION**

- A.** This agreement may be terminated by any of the following conditions:
- (1) By mutual written agreement and consent of both parties.
  - (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
  - (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
  - (4) By satisfactory completion of all services and obligations as set forth herein.
- B.** The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

**Article 6. DISPUTES**

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

**Article 7. RESPONSIBILITIES OF THE PARTIES**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**Article 8. INSURANCE**

- A.** Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form



1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.  
**B.** In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

**Article 9. AMENDMENTS**

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

**Article 10. COMPLIANCE WITH LAWS**

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

**Article 11. LEGAL CONSTRUCTION**

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**Article 12. NOTICES**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of Texas City	Texas Department of Transportation
Texas City Museum	
409 6 <sup>th</sup> St. No.	
Texas City Tx. 77590	

409 643 5799

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

**Article 13. SOLE AGREEMENT**

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

**IN TESTIMONY WHEREOF**, the parties hereto have caused these presents to be executed in duplicate counterparts.

**THE CITY OF \_\_\_\_\_**

Executed on behalf of the local government by:

By \_\_\_\_\_ Date \_\_\_\_\_  
City Official

Typed or Printed Name and Title Matthew T. Doyle  
Mayor of Texas City

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_ Date \_\_\_\_\_  
District Engineer

**Exhibit A**





**Bid # 2008-918 Stationery Annual Contract**  
**CITY COMMISSION AGENDA 2**

**Date:** 09/03/2008

**Submitted By:** Rita Williams, Purchasing

**Department:** Purchasing

**Agenda Area:** Consent

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**Information**

**ACTION REQUEST (Brief Summary)**

Approve and award Bid # 2008-918 Stationery Annual Contract.

**BACKGROUND**

Bid packets were mailed to three (3) area vendors on August 14, 2008. A bid tabulation is attached for your review.

Bids opened Tuesday, August 26, 2008 at 2:00 p.m.

**ANALYSIS**

The low responsible bid meeting all required specifications was received from Dreyfus Printing, in Alvin, for the unit prices bid.

It is my recommendation to award the annual contract to Dreyfus Printing for the unit prices bid and that the Mayor is authorized to execute a contract on behalf of the City Commission.

Thank you

**ALTERNATIVES CONSIDERED**

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**Fiscal Impact**

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**Attachments**

Link:

Res

08-071

Link:

Exhibit A

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**RESOLUTION NO. 08-071**

**A RESOLUTION AWARDING A BID AND AUTHORIZING THE MAYOR TO ENTER INTO AN ANNUAL CONTRACT WITH DREYFUS PRINTING FOR STATIONERY; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, on August 26 2008, bids were opened for an annual contract for stationery, Bid No. 2008-918; and,

**WHEREAS**, the low, responsible bid meeting all specifications and requirements was submitted by Dreyfus Printing as shown on Exhibit "A" attached hereto and made a part hereof for all intent and purposes.

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

**SECTION 1:** That the successful bidder for the annual contract for stationery is Dreyfus Printing for the unit price bid in Exhibit "A", as attached hereto and made a part hereof for all intents and purposes.

**SECTION 2:** That the Mayor is hereby authorized to enter into a contract with Dreyfus Printing for stationery for the bid price set out in Exhibit "A".

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

**PASSED AND ADOPTED this 3rd day of September, 2008.**

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

APPROVED AS TO FORM:

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Robert Gervais  
City Attorney

ATTEST:

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Pamela A. Lawrence  
City Secretary

## BID TABULATION

### Stationery Annual Contract Bid # 2008-918

Bid Opening: Tuesday, August 26, 2008 @ 2:00 p.m.

#### UNIT PRICES – PER BOX

Description	Estimated Order Quantity	Dreyfus Printing	Marfield, Inc. Carrollton, Texas	Previous Contract
Department Letterhead	2500– 5 boxes	<b>\$118.00 x 5 = \$590.00</b>	\$233.61 x 5 = \$1,168.07	\$98.95
	5000–10 boxes	<b>\$116.50 x 10 = \$1,165.00</b>	\$145.43 x 10 = \$1,454.31	\$95.25
	7500–15 boxes	<b>\$116.00 x 15 = \$1,740.00</b>	\$116.75 x 15 = \$1,751.19	\$94.50
Municipal Court Letterhead	2500–10 boxes	<b>\$75.00 x 10 = \$750.00</b>	\$127.83 x 5 = \$639.13	\$71.75
Mayor's Letterhead - Seal	2500–5 boxes	<b>\$91.00 x 5 = \$455.00</b>	\$131.61 x 5 = \$658.03	\$85.00
Mayor's 2 <sup>nd</sup> page Letterhead	2500–5 boxes	<b>\$35.00 x 5 = \$175.00</b>	\$106.03 x 5 = \$530.15	\$30.00
Mayor's Envelopes	2500–5 boxes	<b>\$136.00 x 5=\$680.00</b>	\$403.95	\$125.00
Envelopes with multi departments ordering	2500–5 boxes	<b>\$124.00 x 5 =\$620.00</b>	\$330.36 x 5 =\$1,651.81	\$106.00
	5000–10 boxes	<b>\$122.00 x 10 = \$1,220.00</b>	\$252.03 x 10 = \$2,520.26	\$102.00
Envelopes with one department ordering	2500–5 boxes	<b>\$91.00 x 5 = \$455.00</b>	\$284.93 x 5 = \$1,424.67	\$83.50
Envelopes with gold seal	2500–5 boxes	<b>\$138.00 x 5 = \$690.00</b>	\$164.22 x 5 = \$821.11	\$112.00

**UNIT PRICES – PER BOX**

<b>Description</b>	<b>Estimated Order Quantity</b>	<b>Dreyfus Printing</b>	<b>Marfield, Inc. Carrollton, Texas</b>	<b>Previous Pricing</b>
Window envelopes used– payable checks	5000–20 boxes	<b>\$35.50 x 20 = \$710.00</b>	\$36.02 x 20 = \$720.35	\$30.00
Letter Manila Envelopes 4 ¾ “x11”	1000–2 boxes	<b>\$91.50 x 2 = \$183.00</b>	\$125.64	\$70.00
Manila Clasp Envelopes 6.5” x 9.5”	1000–10 boxes (100 per box)	<b>\$25.50 x 10 = \$255.00</b>	\$658.33	\$19.50
Manila Clasp Envelopes 9.5” x 12.5”	1000–10 boxes (100 per box)	<b>\$33.70 x 10 = \$337.00</b>	\$698.83	29.00
Staff Business Cards	Box of 500	<b>\$74.75 x 35 = \$2,616.25</b>	\$75.37 x 35 = \$2,630.95	\$65.50
Executive Mgmt. Business Cards – Seal	Box of 500	<b>\$77.45 x 5 = \$387.25</b>	\$140.40 x 5 = \$702.00	\$69.00

## National Sign Plaza CITY COMMISSION AGENDA 2

**Date:** 09/03/2008

**Submitted By:** Edna Patterson, Transportation and Planning

**Submitted For:** Doug Kneupper

**Department:** Transportation and Planning

**Agenda Area:** Consent

### Information

#### ACTION REQUEST (Brief Summary)

City Commission approval to allow the Mayor to enter into an agreement with National Sign Plazas (NSP) for the placement of their signs in the City's right-of-ways.

#### BACKGROUND

National Sign Plazas (NSP) signs will be placed at strategic locations throughout the City and are intended to replace the bandit signs that homebuilders place at key street intersections. The homebuilders will be able to rent a place on the NSP sign which eliminates the need for the numerous bandit signs.

#### ANALYSIS

As compensation to the City, we will be able to use a portion of the NSP signs to direct citizens to City buildings and facilities. In addition, there will be some monetary compensation to the City based on the actual number of signs that are rented.

Several neighboring cities including La Marque, League City, and Pearland are already utilizing the NSP signs.

#### ALTERNATIVES CONSIDERED

### Fiscal Impact

### Attachments

Link: [Res 08-072](#)

Link:  
[National Sign Plaza](#)

**RESOLUTION NO. 08-072**

**A RESOLUTION APPROVING A CONTRACT WITH NATIONAL SIGN PLAZAS (NSP) TO PROVIDE SIGNS TO REPLACE HOMEBUILDER'S BANDIT SIGNS AT KEY STREET INTERSECTIONS; PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, National Sign Plazas (NSP) can provide signs to replace bandit signs that homebuilders place at key street intersections in the City; and

**WHEREAS**, the City will receive some monetary compensation based on the actual numbers of signs that are rented as homebuilders will be able to rent a place on the NSP sign which would eliminate the need for the numerous bandit signs; and

**WHEREAS**, the City would be able to use a portion of the NSP signs to direct citizens to City facilities; and

**WHEREAS**, these signs are currently being utilized in neighboring cities including, La Marque, League City and Pearland.

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

**SECTION 1:** That the City Commission of the City of Texas City, Texas, hereby authorizes the Mayor to enter into an agreement with National Sign Plazas (NSP) for the placement of NSP signs in the City's right-of-way areas.

**SECTION 2:** That the Mayor is authorized to execute a contract in substantially the same form as attached as Exhibit "A".

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

**PASSED AND ADOPTED this 3rd day of September, 2008.**

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

ATTEST:

APPROVED AS TO FORM:

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Pamela A. Lawrence  
City Secretary

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Robert Gervais  
City Attorney

# AGREEMENT FOR SERVICES

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This Agreement (“Agreement”) is entered into by and between the CITY OF TEXAS CITY, a home rule municipality of the State of Texas, and NATIONAL SIGN PLAZAS, INC., a California corporation (“Contractor”) (collectively, the “Parties”).

WHEREAS, City desires to initiate a Sign Plaza Program to give direction to subdivisions, developers and homebuilders within the City, and to contract for the installation and maintenance of the Sign Plazas and sign panels; and

WHEREAS, Contractor represents that it is a California corporation authorized to do business in the State of Texas; and

WHEREAS, Contractor desires to install Sign Plazas as described more fully in this Agreement; and

WHEREAS, Contractor desires to maintain the Sign Plazas after their installation and to lease space on the Sign Plazas to developers and homebuilders and to bill and collect fees from the developers and homebuilders for itself and for the City; and,

WHEREAS, Contractor submitted a proposal that meets the City’s needs.

NOW, THEREFORE in consideration of these recitals and other good and valuable consideration, the value and receipt of which is acknowledged, City and Contractor agree as follows:

1. Recitals. The Recitals above are hereby incorporated into this Agreement by reference.
2. Contract Documents. The Contract Documents, which set forth the entire Agreement of the Parties, are named below. In the event of a conflict between the terms of two or more documents, they shall take priority in the order set forth below:
  - A. All applicable laws and regulations of the CITY OF TEXAS CITY and the STATE of TEXAS.
  - B. This Agreement.

Each party shall comply with all of the terms, conditions and specifications contained in the Contract Documents.

1. Scope of Work. Contractor shall perform the work set forth in the Contract Documents. In general, this work shall consist of the following:

In administering the Sign Plaza Program, the contractor will:

- A. Construct, install, maintain and repair approved Sign Plazas and sign panels.
- B. Contract with developers and homebuilders for the lease of sign panels.
- C. Assist City in determining appropriate locations for licensing of Sign Plazas.
- D. Assist City with identifying and removing all illegal off-premise signage.
- E. Attend meetings as necessary with City staff and developers to coordinate project.
- F. Collect all lease payments and remit to City, on a quarterly basis, an administrative fee as specified in Section 4.B of this document.

2. Definition, Purpose of Sign Plaza Programs and Specifications of Sign Plazas.

- A. Definition. For the purposes of this Agreement, a Sign Plaza is a structure licensed by the City to be placed in the City right of way for the purpose of displaying sign panels. The specifications of the Sign Plaza and sign panels are more fully developed in these Contract Documents.
- B. Purpose of Sign Plazas. The purpose of Sign Plazas is to provide direction for homebuyers, to the location of subdivisions, housing developments, homebuilders and public facilities within the CITY OF TEXAS CITY while discouraging the placement of unsightly and hazardous off-site directional signs. NO objectionable content shall be displayed, as determined by City.
- C. Specifications of Sign Plazas and Sign Panels. Contractor agrees to manufacture and install Sign Plaza structures and sign panels in accordance with the specifications in these Contract Documents and the following:
  1. Sign Plaza Structures shall not exceed twelve (12) feet above average grade. Structures shall be more completely described in **Exhibit A**.
  2. Sign Plazas shall be constructed of steel and/or aluminum and shall be capable of displaying up to ten (10) sign panels, doubled-sided, if necessary.
  3. A City topper panel will be designed for the CITY OF TEXAS CITY and shall be prominently displayed at the top of any Sign Plaza within the jurisdictional limits of the City and shall be visible on any side of a Sign Plaza which displays directional sign panels.
  4. The color of all Sign Plaza Structures shall be determined by City. All sign panels shall conform to Section 4.C.11 below.

5. The Contractor shall submit final design plans to the City for approval prior to installation of any Sign Plaza.
  6. No additions, tag sign streamers, attention-getting devices or other appurtenances shall be attached to any Sign Plaza or sign panel.
  7. Sign Plaza locations shall be approved and designated by the City with the assistance of the Contractor.
  8. At the City's request and direction, the Contractor shall remove and relocate any Sign Plazas within thirty (30) days of the receipt of written notice at no cost to the City.
  9. Contractor shall provide to the City a semi-annual inventory report of existing installed sign panels.
  10. Sign panels shall contain only the name of a residential community, subdivision, homebuilder, public facility, City and logo, the builder or developer's name and/or logo, the builder or developer's recognized color scheme, and directional information or the name of the builder/developer and logo and an appropriate directional arrow. Directional arrows will be of a uniform size; a line of text at the bottom of the sign panel with directional information is permissible if circumstances warrant it. Fluorescent colors are not allowed. Reflective colors and text are permissible. Unless so authorized by City, the sign panels shall not appear to replicate the commonly accepted color schemes of motorist signs.
  11. Contractor shall, at its own cost, maintain, update, repair, replace and repaint each sign panel as necessary or deemed necessary by the City. Upon notice by the City, Contractor agrees to undertake necessary repairs or replacement of any sign panel within seventy-two (72) hours of receipt of notice.
  12. Contractor shall not install or maintain any Sign Plazas or sign panels within the City, which are not in compliance with the terms of this Agreement.
  13. Sign Panels shall be constructed on Alpolic 360. The panels shall be vinyl coated with a material comparable to 3M Engineering Grade Retro-reflective.
  14. Individual sign panels on the Primary Structures shall not exceed fifty (50) inches in horizontal length by twelve (12) inches in height. Individual sign panels on the Community Structures shall not exceed fifty (50) inches in horizontal length by twelve (12) inches in height. Individual sign panels on the Neighborhood Structures shall not exceed thirty (30) inches in horizontal length by thirty (30) inches in height.
3. Number of Sign Plaza Structures. The City has sole discretion to determine the number and placement of the Sign Plazas to license in its right-of-way. Signs locations agreed to pursuant to this Agreement do not need a separate license



agreement from the City. The locations permitted herein are licensed and not leased to Contractor. The City shall agree to allow the signage to direct homebuyers to each new housing community. Said signage shall be defined as one Sign Plaza at each location where homebuyers require information regarding a change of direction and likewise where homebuyers would need reassurance to continue in a certain direction. One or more structures, located at least one hundred (100) feet apart, shall be allowed to accommodate directional sign panels. Contractor may submit to City at any time during the term of the Agreement subsequent requests for the timely approval of additional Sign Plaza locations, as may be expressed by homebuilders, developers, and residential communities over time.

4. Price and Payment Schedule for the Purchase of the Sign Plazas and Sign Panels. Subject to the provisions in Paragraph 6 below, the price and payment schedule for Sign Plazas shall be as follows:

- A. Contractor will install the Sign Plazas and rotate City panels at no cost to the City.
- B. Contractor will collect, and remit to the City, an amount of \$10.00 per panel, per month. Said license fees shall be remitted within sixty (60) days of the end of each fiscal quarter. Fiscal quarters will be based on the Contractor's fiscal cycle, beginning October 1 and ending September 30.
- C. City may use 10% of signs for city purposes- Contractor shall provide, at no cost to the City, the equivalent of not less than ten percent (10%) of all permitted Sign Plazas to the City for use as directional signage to municipal or community service facilities or locations. Said sign panels shall be provided on a space available basis, secondary to sign panels to be displayed for developers, homebuilders, and residential communities, and shall be installed with no more than two (2) such sign panels per plaza.

5. Term of Agreement and Termination of Agreement

- A. Term. The term of this Agreement is five (5) ~~ten (10)~~ years, unless terminated earlier in accordance with the terms of this Agreement.
- B. Renewal. At the end of the initial ten-year term, this contract will automatically renew for an additional five (5) year term unless either party provides at least sixty (60) days advanced notice before the end of the initial term, of their intention(s) to terminate this Agreement.
- C. Termination. This Agreement may be not be terminated by either party, except for breach as provided for in this Agreement:

1) Termination by City. If Contractor breaches and fails to remedy said breach as provided for in this Agreement, the City may terminate this contract. Contractor shall remove the Sign Plazas within thirty (30) businesses days after receiving a written termination letter from the City. If the Sign Plazas are not removed within the thirty (30) day period,

Contractor agrees that the Sign Plazas shall remain in place and that the sign panels and all receivables from the placement of the sign panels shall become the property of the City.

In addition to termination for default of this Agreement, City may terminate this Agreement with 30 business days notice for the following:

a. In the event that Contractor fails to maintain the site locations in accordance with Chapter 62 of the Code of Ordinances of the City of Texas City.

b. In the event that Contractor fails to maintain the site locations in a neat, orderly, and reasonably aesthetically acceptable condition, or fails to maintain appropriate sign content as determined by City.

c. In the event that Contractor (i) terminates or suspends its business, (ii) becomes subject to any bankruptcy or insolvency proceeding under a federal or state statute, (iii) becomes insolvent or subject to direct control by a trustee, receiver, or similar authority, or (iv) has wound up or liquidated, voluntarily or otherwise.

d. In the event that the Mayor of Texas City declares a public emergency or a threat or necessity concerning the location of the sign such that immediate action is necessary (no 30 day notice necessary for emergencies or threats).

2) Termination by Contractor. If Contractor terminates this Agreement before the end of the term as stated in subsection A immediately above, Contractor agrees that the Sign Plazas shall remain in place and that the sign panels and all receivables from the placement of the sign panels shall become the property of the City. Further, Contractor agrees to promptly transfer all information related to the placement of the sign panels to the City, including, but not limited to, the original sign service documents, an accounting of all open accounts, and all other relevant documents. After the transfer of all information, this Agreement shall be of no further effect.

6. Placement of Sign Panels. After the City's written approval and acceptance of the installed Sign Plazas, the City agrees to extend to Contractor an exclusive right to use the Sign Plazas for sign panel placements and to maintain the Sign Plazas and sign panels subject to the terms of this Agreement. Nothing herein shall obligate the City to compel the owner of a lawful sign on private property to use a Sign Plaza.

A. Contractor agrees to offer and place sign panels for homebuilders, developers and residential communities. Contractor further agrees to use Contractor's best efforts to place all available sign panels.

B. Contractor agrees that the placement fees for the sign panels will be set at market rate. Contractor shall be allowed an annual cost of

living increase for the fees as determined by the Consumer Price Index.

- C. Contractor agrees to maintain all aspects of the placement of the sign panels, including entering into sign placement service agreements, billing, collecting fees, and paying any applicable taxes and fees.
- D. Contractor will remit to the City on a quarterly basis the amount of the City's License Fee as specified in Section 4.B of this document.
- E. Contractor agrees to provide an annual report to the City pertaining to the number of sign panels installed within the City, the amount billed and the collection of the City's amount Administrative Fees.
- F. Contractor agrees that in no event will the City be liable for any fee payment or other fees related to the placement of the sign panels.
- G. Contractor agrees to include in all sign service agreements an assignment clause which will assign Contractor's rights to fee payment to the City in the event Contractor elects to terminate this Agreement pursuant to Paragraph 5.C.2 above.
- H. Homebuilders, developers, and residential communities with sites located within the jurisdictional boundaries of the City, present and soon-to-be-annexed, shall at all times be allowed to participate in the Sign Plaza program.
- G. City and Contractor agree that no sign panels other than those manufactured and installed by Contractor shall be allowed on the Sign Structures

7. Maintenance of Sign Plazas:

- A. Contractor agrees to maintain the Sign Plazas and sign panels for the term of this Agreement.
- B. Contractor agrees to replace damaged Sign Plazas and sign panels, as it deems necessary or as requested by the City and update obsolete content.
- C. Contractor agrees to provide to the City a telephone number and a contact person allowing the City to contact Contractor requesting maintenance on the Sign Plazas or sign panels 24 hours a day, seven days a week.
- D. Contractor agrees to repair all Sign Plazas within five (5) business days of the receipt of the City written request for repair. Contractor further agrees to remove for repair all sign panels within seventy-two (72) hours of written notification of the need of repair by the City. Sign panel will be replaced within five (5) business days of the written notification.

- E. Contractor agrees to maintain a regular maintenance schedule to check each Sign Plaza and sign panel for all necessary repairs and to complete those repairs promptly.
  - F. Contractor agrees to maintain all Sign Plazas and sign panels in conformity with all terms of this Agreement.
8. Indemnification. Contractor agrees to indemnify, defend, and hold harmless the City, its officials, officers, officers, agents, and employees from: a) liability for damages resulting from injury, death, property damage, and economic loss suffered by any person as a result of the act or omission of the Contractor or the Contractor's officer, agent, employee, or subcontractor; and b) reasonable attorney fees, court costs, settlement expenses and litigation expenses related to liability described in subsection a) immediately above and/or relating to any claim or action asserting such liability against the City, its officials, officers, agents, and employees, unless said claim or action is the result of the sole negligent or willful act or omission of the City or the City's officer, agent, employee, or subcontractor.
9. Insurance. Contractor shall maintain in full force and effect throughout the entire term of this Agreement insurance with an insurance company authorized to conduct business in Texas City, Texas with the following policy limits.
- A. Comprehensive General Liability - \$2,000,000 combined aggregate
  - B. Automobile Liability - \$1,000,000
  - C. Workers Compensation
    - 1. Bodily Injury by Accident - \$1,000,000
    - 2. Bodily Injury by Disease - \$500,000

Upon written request, Contractor shall present a Certificate of Insurance in a form satisfactory to the City Attorney which shall name the City as an additional insured party on Contractor's Comprehensive General and Automobile Liability policies. If during the term of this Agreement, any such insurance is canceled, or if Contractor fails to renew same, or if the policy limits are reduced below the limits required above, such event shall constitute a default of this Agreement. Contractor shall immediately notify the City in writing if such an event occurs. Contractor shall have one (1) business day to cure any such default.

10. Independent Contractor. Contractor shall, at all times herein, be an independent contractor and not an employee of the City.
11. Notice. Any notice required to be given pursuant to this Agreement may be personally served upon the parties or may be served by certified mail, return receipt required, to:

CITY:

CONTRACTOR:

City of Texas City  
Attn: Doug Kneupper  
928-5<sup>th</sup> Ave. North  
Texas City, TX 77590  
Telephone: 409-643-5882  
Fax: 409-949-3001

National Sign Plazas  
Attn: Grant Hayzlett, Director of Operations  
8150 S Akron St, #401  
Englewood, CO 80112  
Telephone: 720-482-9293  
Fax: 303-790-0924

All notices, regardless of the nature of service, shall additionally be served upon Contractor at Contractor's office(s) in the State of Arizona located at:

Attn: Steve Startzell  
2500 Central Parkway - A  
Houston, TX 77092  
Telephone: (832) 549-9407  
Fax: (713) 673-2585

12. Assignment and Subcontracting. Contractor may not delegate, assign or subcontract all or any part of the work except the fabrication and installation of the Sign Plaza structures and production of the sign panels, which require equipment, materials and expertise which the Contractor reasonably may not be expected to possess, without the City's prior written consent. Contractor may not assign this Agreement to a third party, except upon written consent of the Mayor. Said consent shall not be unreasonably withheld.
13. Miscellaneous. The Contract Documents represent the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations of Agreements, whether written or oral, except as where noted. The Contract Documents may be modified only by a written document signed by both parties and approved by the city council at a public meeting. This Agreement shall be governed under Texas State law, and any action relating to the Agreement shall be brought only in the City of Texas City.
14. Mutual Drafting. The City and the Contractor each has had opportunity to consult legal counsel regarding the drafting of this Agreement and the provisions of this Agreement shall not be construed against or in favor of either party.
15. Default and Remedies. If any Party fails to perform any of its obligations under the Contract Documents, such failure shall constitute a default. Except where specifically provided, the non-defaulting Party shall give the defaulting Party written notice of the default. Except where specifically provided, the defaulting Party shall have ten (10) business days after the receipt of such notice in which to cure the default. Failure to cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching party may terminate this Agreement and may obtain any reasonable remedy provided by law.

In Witness Whereof, authorized parties have signed this Agreement on the dates indicated below.

City of Texas City

National Sign Plazas, Inc

a California Corporation

By \_\_\_\_\_  
\_\_\_\_\_

By

Grant Hayzlett, Dir.

of Operations

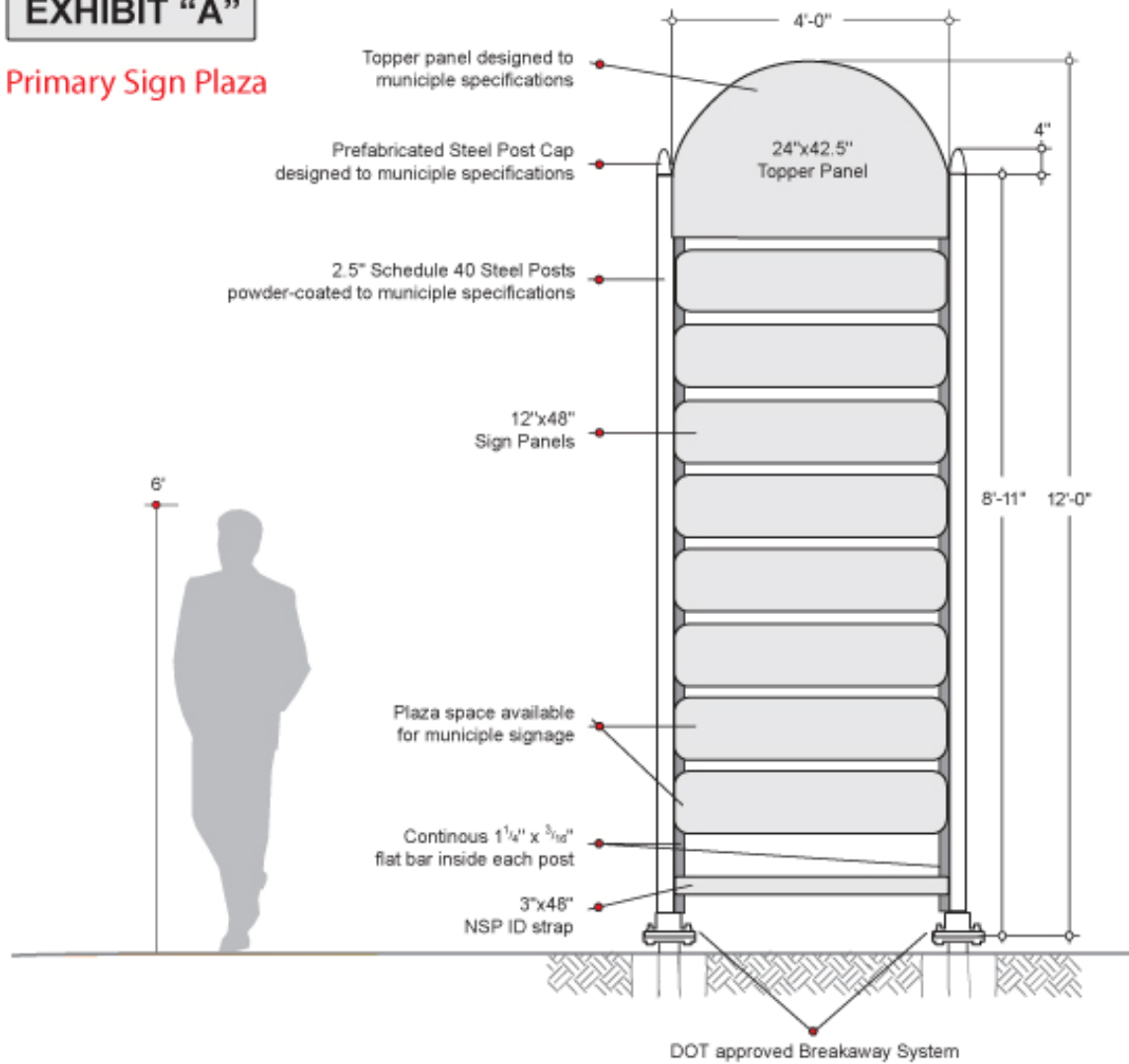
Date \_\_\_\_\_  
\_\_\_\_\_

Date

DRAFT

## EXHIBIT "A"

### Primary Sign Plaza



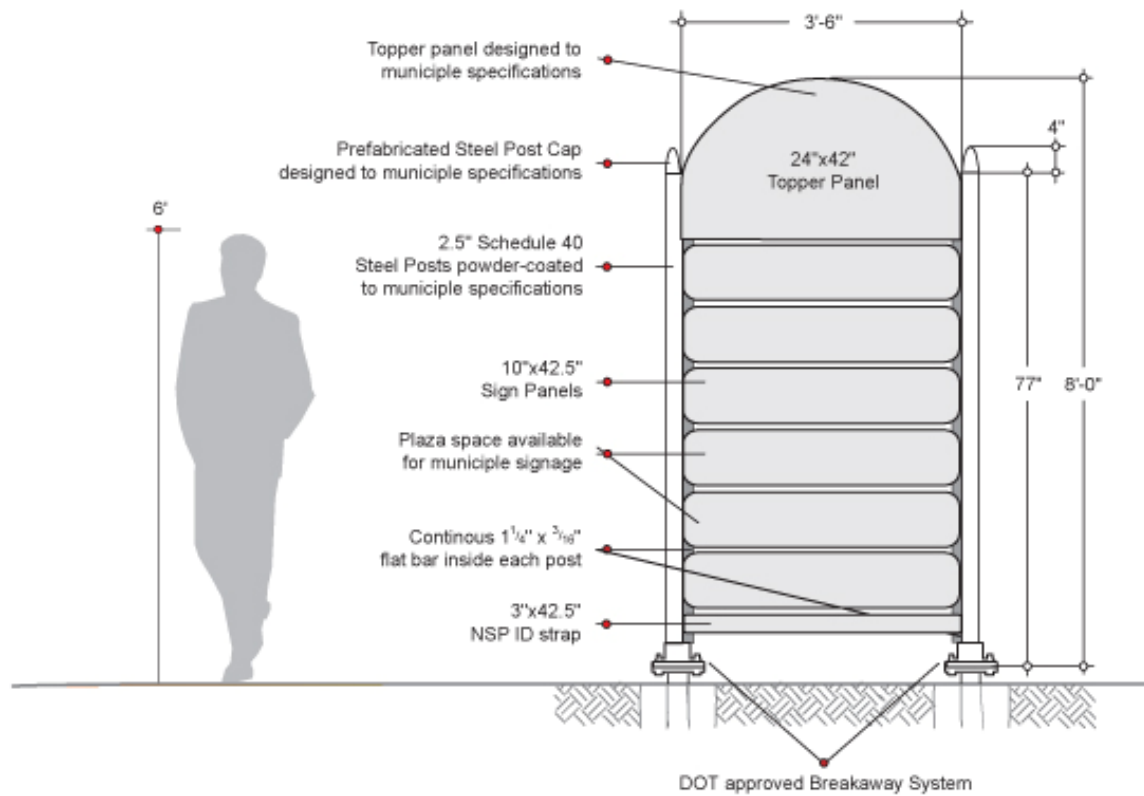
### Primary Sign Panel Specifications

- Alpolic 350 substrate
- 2mm to 3mm thick
- Full-color graphics
- Directional arrow



## EXHIBIT "A"

### Community Sign Plaza



#### Community Sign Panel Specifications

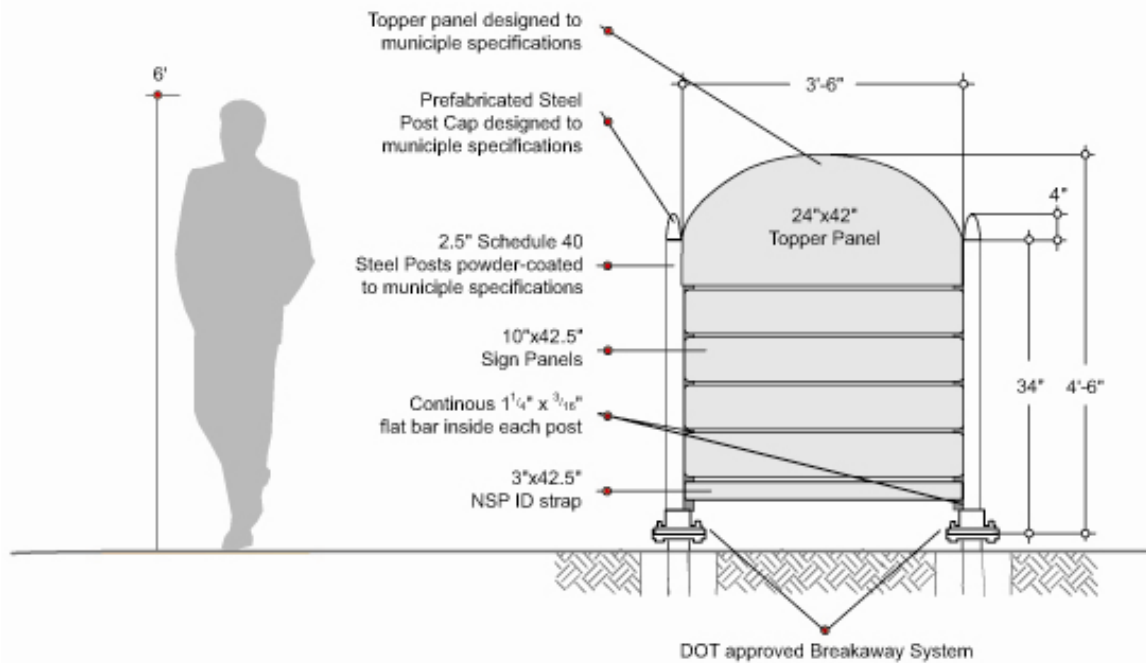
- Alpolic 350 substrate
- 2mm to 3mm thick
- Full-color graphics
- Directional arrow





## EXHIBIT "A"

### Neighborhood Sign Plaza



#### Neighborhood Sign Panel Specifications

- Alpollic 350 substrate
- 2mm to 3mm thick
- Full-color graphics
- Directional arrow



7.a.

## **Temporary Moratorium on the Licensing of Games Rooms CITY COMMISSION AGENDA 2**

**Date:** 09/03/2008

**Submitted By:** Carla Costello, Police Department

**Submitted For:** Robert Burby

**Department:** Police Department

**Agenda Area:** Consent

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### **Information**

#### **ACTION REQUEST (Brief Summary)**

This ordinance will establish a Temporary Moratorium on the licensing of Game Rooms in the City of Texas City, to allow for study of the impact of said game rooms on the Community

#### **BACKGROUND**

#### **ANALYSIS**

#### **ALTERNATIVES CONSIDERED**

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### **Fiscal Impact**

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### **Attachments**

Link:

Ord

08-38

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## **ORDINANCE NO. 08-38**

**AN ORDINANCE ESTABLISHING A TEMPORARY MORATORIUM ON THE LICENSING OF GAME ROOMS IN THE CITY OF TEXAS CITY, TEXAS; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.**

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**WHEREAS**, the City licenses game rooms pursuant to section 14-37 of **The City Code**; and,

**WHEREAS**, the City's Zoning Ordinance and comprehensive land use plans do not contain any criteria for design or location of game rooms; and

**WHEREAS**, a moratorium will allow City staff time to formulate guidelines and make recommendations as to the City's Zoning Ordinance for zoning and location of game rooms;

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

**SECTION 1:** That the City Commission of the City of Texas City, Texas, hereby approves establishing a temporary moratorium on the licensing of game rooms under section 14-37 of **The City Code**.

**SECTION 2:** That for a period of time from September 3, 2008, until further Ordinance, no licenses shall be granted for game rooms.

**SECTION 3:** That all ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. In the event any section, clause, sentence, paragraph, or part of this Ordinance shall be for any reason adjudged by any court of competent jurisdiction to be invalid, such invalidity shall not affect, invalidate, or impair the remainder of this Ordinance.

**SECTION 4:** That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of all members of the City Commission.

**SECTION 5:** That this Ordinance shall be finally passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

**PASSED AND ADOPTED this 3rd day of September, 2008.**

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Matthew T. Doyle, Mayor

City of Texas City, Texas

ATTEST:

APPROVED AS TO FORM:

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Pam Lawrence  
City Secretary

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Robert Gervais  
City Attorney