



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS JULY 26, 2016 1:30 P.M.**

CONSENT AGENDA

- * Approval of minutes – July 12, 2016
- * Confirmation of committee appointments
- A) Authorize the acceptance of one (1) ten foot (10') wide Water Line Easement located at 6350 Walden Road
- B) Authorize the City Manager to reject an Earnest Money Contract for the sale of 125 Magnolia Avenue
- C) Authorize the City Manager to execute Change Order No. 2, accept maintenance and authorize final payment to BDS Constructors, LLC dba MK Constructors for the Goodhue Road Sanitary Sewer Project
- D) Approve the award of an annual contract to Progressive Waste Solutions, Inc., of Kountze for waste collection at City facilities



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Dr. Joseph Majdalani, P.E., Public Works Director *JM*

MEETING DATE: July 26, 2016

REQUESTED ACTION: Council consider a resolution authorizing the acceptance of one (1) ten foot (10') wide Water Line Easement.

BACKGROUND

ISC Properties, LLC has agreed to convey one (1) ten foot (10') wide Water Line Easement to the City of Beaumont. The easement is described as being a 0.009 acre tract situated in the C. Williams Survey, Abstract No. 59. The water line easement is for the construction of a new office and warehouse located at 6350 Walden Road.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, ISC Properties, LLC has agreed to convey one (1) ten foot (10') wide water line easement, said easement being a 0.009 acre tract situated in the C. Williams Survey, Abstract No. 59 as described and shown in Exhibit "1," attached hereto, to the City of Beaumont for the construction of a new office and warehouse located at 6350 Walden Road; and,

WHEREAS, the City Council has considered the purpose of said conveyance and is of the opinion that the acceptance of said conveyance is necessary and desirable and that same should be accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT one (1) ten foot (10') wide water line easement conveyed by ISC Properties, LLC, being a 0.009 acre tract situated in the C. Williams Survey, Abstract No. 59 as described and shown in Exhibit "1," attached hereto, be and the same is hereby, in all things, accepted for the stated purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 26th day of July, 2016.

- Mayor Becky Ames -

business operations on the Grantor's adjacent property and/or Grantor's ingress and egress thereto.

Grantor reserves the right to continue to use and enjoy the surface of the Easement Area for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Grantee for the purposes provided herein, including but not limited to the right to place surfacing materials over and across the Easement Area and to use the same for parking areas, driveways, walkways or sidewalks, landscaping and/or lighting; provided, however, no permanent buildings may be placed on the Easement Area. Notwithstanding the foregoing, Grantee shall not be responsible for the repair and replacement of any improvements placed by Grantor within the Easement Area and the same shall be repaired and maintained by Grantor, at Grantor's sole cost and expense.

The conveyance of the Easement granted herein is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, in the Easement Area of record in the office of the County Clerk of the County of Jefferson (collectively, the "Permitted Exceptions").

This Easement may be amended or terminated only by the written consent of the parties hereto, or their respective successors and assigns.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said CITY OF BEAUMONT, its successors and assigns forever, by, through, or under Grantor, but not otherwise, subject to the Permitted Exceptions.

[Signature Page Follows]

EXECUTED this _____ day of _____, 2016.

GRANTOR:

ISC Properties, LLC

a Louisiana Limited Liability Company
its General Partner

By: ISC Constructors, LLC
a Texas Limited Liability Company, its sole member

By: _____
Printed Name: Craig Messer
Title: Vice President

ACKNOWLEDGMENT

STATE OF TEXAS X

COUNTY OF JEFFERSON X

This instrument was acknowledged before me on this the _____ day of _____, 2016, by Craig Messer, Vice President of ISC Constructors, LLC, a Texas Limited Liability Company, its sole member, on behalf of said limited liability company as the general partner of ISC PROPERTIES, LLC, a Louisiana Limited Liability Company, on behalf of said limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2016.

Notary Public, State of Texas

RETURN TO: City of Beaumont
Antoinette Hardy - Engineering
P. O. Box 3827
Beaumont, TX 77704

Ronald D. Fittz, P.E., R.P.L.S. (1948-1987)
Terry G. Shipman, P.E., Chairman
Billy J. Smith, Jr., President

Consulting Engineers and Land Surveyors
Donald R. King, P.E.
Mitchell Lee Brackin R.P.L.S.

June 23, 2016

Exhibit "A"

Field Note Description of a 10.00' wide Permanent Water Easement

Being 10.00' wide tract of land for easement purpose containing 0.009 acres lying in the C. WILLAIMS SURVEY, Abstract No. 59 in Jefferson County, Texas, said 10.00' wide tract of land being out of and a portion of that certain 2.50 acre tract of land described in an instrument to ISC Properties, LLC of record in County Clerk's File No. 2004011536 of the Official Public Records of Jefferson County, Texas, said 10.00' wide tract of land being more particularly described as follows:

BEGINNING at a 3/4" Rod found marking the North right-of-way line of Walden Road (a public roadway), the Southeast corner of that certain 4.537 acre tract of land described in an instrument to Megas & Megas Investments, LLP of record in County Clerk's File No. 2004020374 of the said Official Public Records, the Southwest corner of the said 2.50 acre tract and being the Southwest corner of the herein described tract;

THENCE N 02°41'44" W along and with the East line of said 4.537 acre tract, the West line of the said 2.50 acre tract and the West line of the herein described tract **for a distance of 38.49'** marking a point on the East line of said 4.537 acre tract, the West line of the said 2.50 acre tract and being the Northwest corner of the herein described tract;

THENCE N 87°28'44" E, over and across the said 2.50 acre tract and with the North line of the herein described tract **for a distance of 10.00'** to the Northeast corner of the herein described tract;

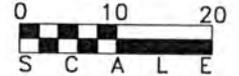
THENCE S 02°41'44" E, over and across the said 2.50 acre tract and the East line of the herein described tract **for a distance of 38.00'** marking a point of the North right-of-way of said Walden Road, the South line of the said 2.50 acre tract and being the Southeast corner of the herein described tract;

THENCE S 87°28'44" W along and with the North right-of-way line of said Walden Road and the South line of said 2.50 acre tract **for a distance of 1.62'** marking an angle point on the North right-of-line of said Walden Road, the South line of said 2.50 acre tract and being an angle point on the South line of the herein described tract;

THENCE S 84°06'19" W along and with the North right-of-way line of said Walden Road, the South line of said 2.50 acre tract and the South line of herein described tract **for a distance of 8.39' to the POINT AND PLACE OF BEGINNING, containing in area, 0.009 acres of land, more or less.**

Plat of even date accompanies this Field Note Description. File No. 15063-ISC Properties, LLC

C. Williams Survey Abstract 59, of Jefferson County, Texas

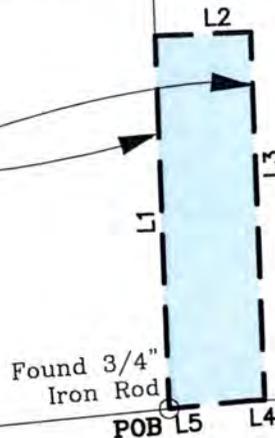


Remainder of
ISC Properties, LLC
Clerk's File No. 2004011536 OPRJCT
(Called 2.50 acres)

Megas & Megas Investments LLP
Clerk's File No. 2004020374 OPRJCT
(Called 4.537 acres)

Subject Property
10.00' Water Easement
(0.009 acres)

Line Table		
Line #	Direction	Length
L1	N02°41'44"W	38.49
L2	N87°28'44"E	10.00
L3	S02°41'44"E	38.00
L4	S87°28'44"W	1.62
L5	S84°06'19"W	8.39



Walden Road

Exhibit "A"



Surveyor's Notes:

- 1) Field Note Description of even date accompanies this plat.
- (2) All bearings are based on Texas State Plane Coordinate System, South Central Zone (4304).

M L Brackin

Mitchell Lee Brackin
Registered Professional Land Surveyor No. 5163

Q:\PROJECTS\15063 - ISC Constructors New Office\SURVEY\15063 Water Easement 6-22-16.dwg Jun 23, 2016 03:00pm

Fittz & Shipman
INC.
Consulting Engineers and Land Surveyors

1405 CORNERSTONE COURT, BEAUMONT, TEXAS
(409) 832-7238 FAX (409) 832-7303
T.B.P.E. FIRM #1160 • T.X.L.S. FIRM #100186

10' Water Easement

PROJECT NAME: ISC Constructors, LLC
6350 Walden Road
Beaumont, Texas 77707

DATE: 6-23-16

SHEET NO.

S1

PROJECT NO.

15063

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Dr. Joseph Majdalani, P.E., Public Works Director *JM*

MEETING DATE: July 26, 2016

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to reject an Earnest Money Contract for the sale of 125 Magnolia Avenue.

BACKGROUND

On February 25, 2014, City Council passed Resolution No. 14-043 accepting the bid submitted by NAI Wheeler for an annual contract for real estate broker services to list and sell City-owned property. The contract offers a one (1) year extension for providing real estate broker services with no change in pricing. NAI Wheeler now known as Wheeler Commercial. The extended term began on February 25, 2016 and will expire on February 24, 2017.

Wheeler Commercial has secured one (1) potential buyer that is interested in purchasing the property located at 125 Magnolia Avenue. After reviewing the Earnest Money Contract, it is in the best interest of the City of Beaumont to reject the Earnest Money Contract with Parigi Property Management, Ltd with a cash offer in the amount of \$50,000.00.

The property is listed on the market for \$250,000. Wheeler Commercial stated there are others interested in the property; therefore the City should reject the offer of \$50,000.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.



**TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - IMPROVED PROPERTY**

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2016

1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: City of Beaumont

Address: P.O. Box 3827, Beaumont, TX 77704-3827

Phone: _____ E-mail: _____

Fax: _____ Other: _____

Buyer: Parigi Property Management, Ltd.

Address: 445 North 14th Street, Beaumont, TX 77702-1806

Phone: (409)833-9555 E-mail: scp@parigiproperty.com

Fax: (409)833-9522 Other: _____

2. PROPERTY:

A. "Property" means that real property situated in Jefferson County, Texas at 125 Magnolia in Beaumont, Texas (address) and that is legally described on the attached Exhibit _____ or as follows:

by the Jefferson County Appraisal District as:

**N. Tevis Survey, Plat E, Tract 48
(1.125+/- acres)**

See Exhibit B for Preliminary Survey

B. Seller will sell and convey the Property together with:

- (1) all buildings, improvements, and fixtures;
- (2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
- (3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
- (4) Seller's interest in all licenses and permits related to the Property;
- (5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
- (6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
- (7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except: _____

Any personal property not included in the sale must be removed by Seller prior to closing.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TAR-1930).)

3. **SALES PRICE:** At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing	\$	<u>50,000.00</u>
B. Sum of all financing described in Paragraph 4	\$	<u>-0-</u>
C. Sales price (sum of 3A and 3B)	\$	<u>50,000.00</u>

(TAR-1801) 1-1-16

Initialed for Identification by Seller _____, _____ and Buyer 

Page 1 of 14

~~4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3B as follows:~~

- A. Third Party Financing: One or more third party loans in the total amount of \$ _____. This contract:
 - (1) is not contingent upon Buyer obtaining third party financing.
 - (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TAR-1931).
- B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TAR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____.
- C. Seller Financing: The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (TAR-1931) in the amount of \$ _____.

5. EARNEST MONEY:

A. Not later than 3 days after the effective date, Buyer must deposit \$ 2,500.00 as earnest money with Capital Title Company of Texas (title company) at 80 Interstate 10 N., Beaumont, TX 77702 (address) Arthur Martin (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.

~~B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:~~

- (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
- (ii) _____

~~Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.~~

C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY, SURVEY, AND UCC SEARCH:

A. Title Policy:

(1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:

- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
- (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

(2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:

- (a) will not be amended or deleted from the title policy.
- (b) will be amended to read "shortages in areas" at the expense of Buyer Seller.

(3) Within 14 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 28 days after the effective date:

(1) Buyer ~~will~~ ^{may} obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (insert amount) of the cost of the survey at closing, if closing occurs.

(2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.

(3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller _____ (insert amount) of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

(1) Within _____ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.

(2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

(1) Within 14 days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition ~~except that Seller, at Seller's expense, will complete the following before closing:~~

B. Feasibility Period: Buyer may terminate this contract for any reason within 60 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

(1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

~~(2) Not later than 3 days after the effective date, Buyer must pay Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.~~

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

(3) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 14 days after the effective date, Seller will deliver to Buyer: (Check all that apply.)

- (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
- (b) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
- (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- (e) copies of all current service, maintenance, and management agreements relating to the ownership and operation of the Property;
- (f) copies of current utility capacity letters from the Property's water and sewer service provider;
- (g) copies of all current warranties and guaranties relating to all or part of the Property;
- (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
- (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
- (j) a copy of the "as-built" plans and specifications and plat of the Property;
- (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
- (l) a copy of Seller's income and expense statement for the Property from _____ to _____;
- (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- (n) real & personal property tax statements for the Property for the previous 2 calendar years; and
- (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from _____ to _____; and
- (p) _____

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied; and
- (c) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;

- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any non-occupancy of the leased premises by a tenant;
- (4) any advance sums paid by a tenant under any lease;
- (5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

~~B. Estoppel Certificates: Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 – Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.~~

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: <u>Wheeler Commercial</u>	Cooperating Broker: <u>J.M. Prewitt Company</u>
Agent: <u>Lee Wheeler</u>	Agent: <u>J. Milton Prewitt</u>
Address: <u>470 Orleans, 12th Floor</u>	Address: <u>750 North Eleventh Street</u>
<u>Beaumont, TX 77701</u>	<u>Beaumont, Texas 77702</u>
Phone & Fax: <u>(409) 899-3300</u>	Phone & Fax: <u>(409) 892-3000 (409) 892-3044</u>
E-mail: <u>lwheeler@wheeler-commercial.com</u>	E-mail: <u>milt@jmprewitt.com</u>
License No.: _____	License No.: <u>0492087</u>

Principal Broker: (Check only one box.)
 represents Seller only.
 represents Buyer only.
 is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)
 (Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

~~(1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.~~

(2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:	Cooperating Broker a total cash fee of:
<input checked="" type="checkbox"/> <u>3.000</u> % of the sales price.	<input checked="" type="checkbox"/> <u>3.000</u> % of the sales price.
<input type="checkbox"/> _____	<input type="checkbox"/> _____

The cash fees will be paid in Jefferson County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

- C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:

- (1) 30 days after the expiration of the feasibility period.

_____ (specific date).

- (2) 7 days after objections made under Paragraph 6D have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a general special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:

- (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
- (2) without any assumed loans in default; and
- (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.

D. At closing, Seller, at Seller's expense, will also deliver to Buyer:

- (1) tax statements showing no delinquent taxes on the Property;
- (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
- (3) an assignment of all leases to or on the Property;
- (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
 - (a) licenses and permits;
 - (b) maintenance, management, and other contracts; and
 - (c) warranties and guaranties;
- (5) a rent roll current on the day of the closing certified by Seller as true and correct;
- (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
- (7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
- (8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.

E. At closing, Buyer will:

- (1) pay the sales price in good funds acceptable to the title company;
- (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
- (3) sign and send to each tenant in the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;

- (4) sign an assumption of all leases then in effect; and
- (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.

F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

A. Buyer is disclosing that Milt Prewitt, of J.M. Prewitt Company, is the brother-in-law of Sam C. Parigi, Jr. of Parigi Property Management, Ltd.

13. SALES EXPENSES:

- A. Seller's Expenses: Seller will pay for the following at or before closing:
- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
 - (2) release of Seller's loan liability, if applicable;
 - (3) tax statements or certificates;
 - (4) preparation of the deed and any bill of sale;
 - (5) one-half of any escrow fee;
 - (6) costs to record any documents to cure title objections that Seller must cure; and
 - (7) other expenses that Seller will pay under other provisions of this contract.
- B. Buyer's Expenses: Buyer will pay for the following at or before closing:
- (1) all loan expenses and fees;
 - (2) preparation fees of any deed of trust;
 - (3) recording fees for the deed and any deed of trust;
 - (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
 - (5) one-half of any escrow fee; and
 - (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or *(Check if applicable)*
 - enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:

- A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:

- (1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
- (2) extend the time for performance up to 15 days and closing will be extended as necessary; or
- (3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.

B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

- (1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
- (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent

feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TAR-1408).

- B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any material physical defects in the improvements on the Property; or
 - (11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: (Check all that apply.)

- (1) Property Description Exhibit identified in Paragraph 2;
- (2) ~~Commercial Contract Condominium Addendum (TAR-1930);~~
- (3) ~~Commercial Contract Financing Addendum (TAR-1931);~~
- (4) Commercial Property Condition Statement (TAR-1408);
- (5) ~~Commercial Contract Addendum for Special Provisions (TAR-1940);~~
- (6) ~~Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TAR-1906);~~
- (7) ~~Notice to Purchaser of Real Property in a Water District (MUD);~~
- (8) ~~Addendum for Coastal Area Property (TAR-1915);~~
- (9) ~~Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);~~
- (10) Information About Brokerage Services (TAR-2501); and
- (11) Jefferson County Drainage District Notice To Purchaser

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

E. Buyer may ~~may not~~ assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.
- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract.

- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract.
- H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.
- I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- J. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on July 11, 2016, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT** your attorney **BEFORE** signing.

Seller: City of Beaumont

Buyer: Parigi Property Management, Ltd.

By: _____

By: See Exhibit A

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

By: _____

By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

AGREEMENT BETWEEN BROKERS
(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- \$ _____, or
- _____ % of the sales price, or
- _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: _____	Buyer's attorney: <u>Scott Mann</u>
Address: _____	<u>Germer, PLLC</u>
Phone & Fax: _____	Address: <u>550 Fannin, Suite 400</u>
E-mail: _____	<u>Beaumont TX 77701</u>
	Phone & Fax: <u>(409) 654-6770</u>
	E-mail: <u>csmann@germer.com</u>

Seller's attorney requests copies of documents, notices, and other information:

- the title company sends to Seller.
- Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

- the title company sends to Buyer.
- Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- A. the contract on this day _____ (effective date);
- B. earnest money in the amount of \$2,500.00 in the form of check on _____.

Title company: <u>Capital Title of Texas</u>	Address: <u>80 Interstate 10</u>
	<u>Beaumont, TX 77702</u>

By: _____ Phone & Fax: (409) 833-9191

Assigned file number (GF#): _____ E-mail: amartin@ctot.com



Information About Brokerage Services

11-2-2015

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

<u>J.M. Prewitt Company</u>	<u>0492087</u>	<u>milt@jmprewitt.com</u>	<u>(409)892-3000</u>
Licensed Broker/Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone

<u>J. Milton Prewitt</u>	<u>0391133</u>	<u>milt@jmprewitt.com</u>	<u>(409)892-3000</u>
Designated Broker of Firm	License No.	Email	Phone

_____ Licensed Supervisor of Sales Agent/ Associate	_____ License No.	_____ Email	_____ Phone
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_____ Sales Agent/Associate's Name	_____ License No.	_____ Email	_____ Phone
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 Buyer/Tenant/Seller/Landlord Initials

9/6/16
 Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

TAR 2501

IABS 1-0

J.M. Prewitt Company, 750 North 11th Street Beaumont, TX 77702
J. Milton Prewitt, SIOR

Phone: (409)892-3000

Fax: (409)892-3044

Untitled

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

NOTICE TO PURCHASERS

The real property described below, which you are about to purchase, is located in Jefferson County Drainage District No. 6. The district has taxing authority separate from any other taxing authority and may, subject to voter approval, issue an unlimited rate of tax in payment of such bonds. As of this date, the rate of taxes levied by the District on real property located in the District is 22.0587 cents on each \$100 of assessed valuation.

The total amount of bonds that have been approved by the voters and which may be issued by the District (excluding refunding bonds and any bonds or portion of bonds payable solely from revenues received or expected to be received pursuant to a contract with a governmental entity) is \$0;

The aggregate initial principal amount of all bonds of the District payable in whole or part from taxes (excluding refunding bonds and any bonds or portion of bonds payable solely from revenues received or expected to be received pursuant to a contract with a governmental entity) that have been previously issued is \$0,

The District does not impose a standby fee.

The purpose of this District is to provide drainage or flood control facilities and services within the District through the issuance of bonds payable in whole or in part from property taxes. The cost of these utility facilities is not included in the purchase price of your property, and these utility facilities are owned or to be owned by the District.

The legal description of the property which you are acquiring is described by the Jefferson County Appraisal District as:

N. Tevis Survey, Plate E, Tract 48 (1.125+/- acres)

_____ Date

City of Beaumont
SELLER

By: _____

Printed Name: _____

Title: _____

PURCHASER IS ADVISED THAT THE INFORMATION SHOWN ON THIS FORM IS SUBJECT TO CHANGE BY THE DISTRICT AT ANY TIME. THE DISTRICT ROUTINELY ESTABLISHES TAX RATES DURING THE MONTHS OF SEPTEMBER THROUGH DECEMBER OF EACH YEAR, EFFECTIVE FOR THE YEAR IN WHICH THE TAX RATES ARE APPROVED BY THE DISTRICT. PURCHASER IS ADVISED TO CONTACT THE DISTRICT TO DETERMINE THE STATUS OF ANY CURRENT OR PROPOSED CHANGES TO THE INFORMATION SHOWN ON THIS FORM.

The undersigned purchaser hereby acknowledge receipt of the foregoing notice at or prior to execution of a binding contract for the purchase of the real property described in such notice or at closing of purchase of the real property.

7-6-16
_____ Date

Parigi Property Management, Ltd.
PURCHASER

By: See Exhibit A

Printed Name: SAM C PARIGI JR

Title: PRESIDENT - PARIGI INV. INC

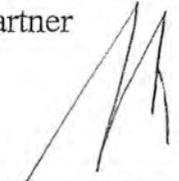
Exhibit "A"

Parigi Property Management, Ltd.

By: PARIGI INVESTMENTS, INC.

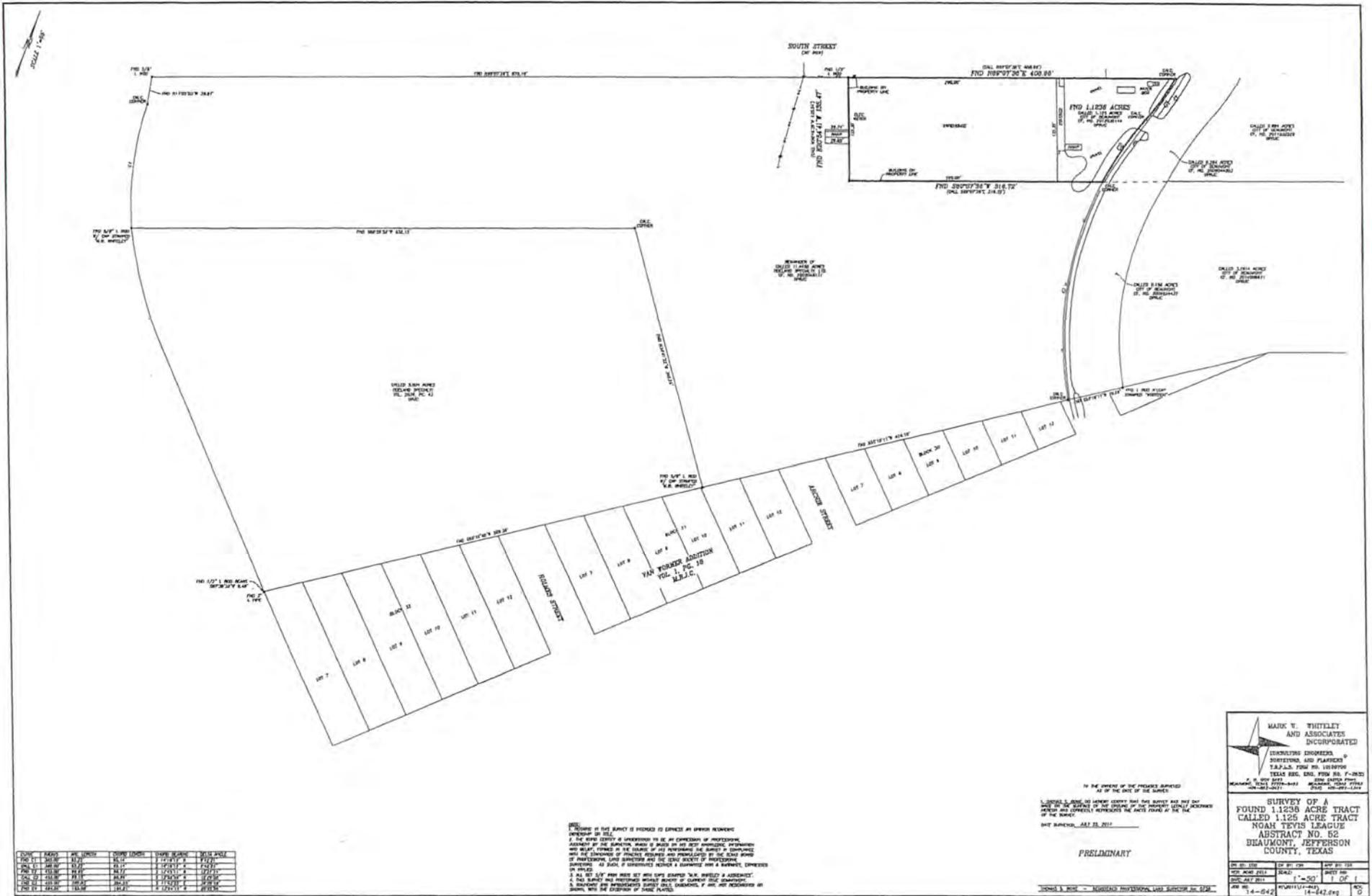
It's General Partner

By:



Sam C. Parigi, Jr.

Its President



LINE	BEARING	DISTANCE	AREA	AREA	AREA	AREA
1	N 89° 15' 00" E	100.00	100.00	100.00	100.00	100.00
2	S 89° 15' 00" E	100.00	100.00	100.00	100.00	100.00
3	S 89° 15' 00" E	100.00	100.00	100.00	100.00	100.00
4	N 89° 15' 00" E	100.00	100.00	100.00	100.00	100.00
5	N 89° 15' 00" E	100.00	100.00	100.00	100.00	100.00
6	N 89° 15' 00" E	100.00	100.00	100.00	100.00	100.00
7	N 89° 15' 00" E	100.00	100.00	100.00	100.00	100.00
8	N 89° 15' 00" E	100.00	100.00	100.00	100.00	100.00
9	N 89° 15' 00" E	100.00	100.00	100.00	100.00	100.00
10	N 89° 15' 00" E	100.00	100.00	100.00	100.00	100.00
11	N 89° 15' 00" E	100.00	100.00	100.00	100.00	100.00
12	N 89° 15' 00" E	100.00	100.00	100.00	100.00	100.00

NOTES:
 1. THE SURVEY IS FOR THE PURPOSE OF DIVIDING THE TRACT INTO LOTS.
 2. THE SURVEY IS SUBJECT TO ANY PREVIOUS SURVEYS.
 3. THE SURVEY IS SUBJECT TO ANY EASEMENTS OR RIGHTS OF WAY.
 4. THE SURVEY IS SUBJECT TO ANY OTHER INTERESTS.
 5. THE SURVEY IS SUBJECT TO ANY OTHER CONDITIONS.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of my office this 14th day of July, 2011.

PRELIMINARY

MARK V. WHITELEY
 AND ASSOCIATES
 INCORPORATED
 SURVEYING ENGINEERS
 SURVEYORS AND PLANNERS
 T.S.A.B.S. FROM THE 105TH
 TEXAS REG. ENG. FROM REG. F-2823
 MEMPHIS, TENN. 37204-3043
 MEMPHIS, TENN. 37204-3043
 PHONE: 901-527-1234

SURVEY OF A
 FOUND 1.125 ACRE TRACT
 CALLED 1.125 ACRE TRACT
 NOAH TETIS LEAGUE
 ABSTRACT NO. 62
 BRAUMONT, JEFFERSON
 COUNTY, TEXAS

DATE SURVEYED: JUL 14, 2011

SCALE: 1" = 50'

14-042

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to take the necessary action on behalf of the City of Beaumont to reject an Earnest Money Contract with Parigi Property Management, Ltd. for the sale of property and improvements located at 125 Magnolia Avenue; and,

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 26th day of July, 2016.

- Mayor Becky Ames -

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Dr. Joseph Majdalani, P.E., Public Works Director

MEETING DATE: July 26, 2016

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute Change Order No. 2, accept maintenance and authorize final payment to BDS Constructors, LLC dba MK Constructors for the Goodhue Road Sanitary Sewer Project.

BACKGROUND

On September 29, 2015, by Resolution 15-211, City Council awarded a contract to BDS Constructors, LLC, dba MK Constructors, of Vidor, Texas, in the amount of \$960,329 for the Goodhue Road Sanitary Sewer Project. The project provided for the installation of 1,470 linear feet of new 12-inch diameter sanitary sewer line.

Previous Change Order No. 1, by Resolution No. 16-029, in the amount of \$225,529.50, increased the contract amount to \$1,185,858.50. Proposed Change Order No. 2, a decrease in the amount of \$7,868.50 will correct the total cost for the cleaning of sanitary sewer pipe, deduct unused items related to the sealing of manholes and lines, and provide for six (6) stainless steel manhole rain stoppers, making the new contract amount \$1,177,990.00.

The project has been inspected by Water Utilities and found to be complete in accordance with the provisions and terms set out in the contract. Acceptance of maintenance, approval of Change Order No. 2, and final payment in the amount of \$60,894.12 is recommended.

FUNDING SOURCE

Capital Program.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO. 15-211

BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF BEAUMONT:

THAT the City Council hereby approves the award of a contract to BDS Constructors, LLC dba MK Constructors, of Vidor, Texas, in the amount of \$960,329 for the Goodhue Road Sanitary Sewer Project. The proposed project shall provide for the installation of 1,470 linear feet of new 12-inch diameter sanitary sewer line on Goodhue Road along with all related appurtenances.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 29th day of September, 2015.



Becky Ames

- Mayor Becky Ames -

RESOLUTION NO. 16-029

WHEREAS, on September 29, 2015, the City Council of the City of Beaumont, Texas adopted Resolution No. 15-211 approving the award of a contract to BDS Constructors, LLC dba MK Constructors, of Vidor Texas, in the amount of \$960,329 for the Goodhue Road Sanitary Sewer Project to provide for the installation of 1,470 linear feet of new 12-inch diameter sanitary sewer line on Goodhue Road along with all related appurtenances; and,

WHEREAS, Change Order No. 1, in the amount of \$225,529.50, is required to provide for the installation of the sanitary sewer line by directional drill method instead of open-cut excavation; provide for the cleaning and television inspection of the existing Calder interceptor line; rehabilitate and seal six (6) existing manholes between Goodhue Road and Caldwood Cutoff ditch; and, replace the existing damaged sanitary sewer siphon under the Caldwood Cutoff ditch;

NOW, THEREFORE, BE IT RESOLVED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the City Manager be and he is hereby authorized to execute Change Order No. 1 for additional work described above, thereby increasing the contract amount by \$225,529.50 for a total contract amount of \$1,185,858.50 for the Goodhue Road Sanitary Sewer Project.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 9th day of
February, 2016.



Becky Ames
- Mayor Becky Ames -

APPROVAL OF CONTRACT CHANGE

CHANGE ORDER No. Two (2) and Final
Date: 5/23/2016

PROJECT: City of Beaumont, Texas
Goodhue Road - Sanitary Sewer Rehabilitation

OWNER: City of Beaumont, Texas
801 Main Street
Beaumont, Texas 77704

CONTRACTOR: BDS Constructors, LLC. Dba MK Constructors
16736 IH10
Vidor, Texas 77662

TO THE OWNER: Approval of the following contract change is requested.

Reason for Change: Adjust existing bid item quantities and add new bid items to install new stainless steel rain stoppers

ORIGINAL CONTRACT AMOUNT:	\$ 960,329.00
REVISED CONTRACT AMOUNT PER CHANGE ORDER NO. 1	\$ 1,185,858.50

THIS CHANGE ORDER

Item No. / Description:	Net Change
<i>Bid Items to be adjusted:</i>	
27 Add \$6.50 to correct total cost for 1150LF	\$ 6.50
31 Delete 3 EA sealing annular space around liner pipe @ \$2,025.00/EA	\$ (6,075.00)
35 Delete 2 EA Additional cleaning of annular space beyond space required for sealing @ \$750.00/EA	\$ (1,500.00)
36 Delete 2 EA Additional chemical grout above 5 gallons in each manhole @ \$1,200/EA	\$ (2,400.00)

New Bid Items:

44 Add 6 EA SS rain stoppers @ \$350.00/EA	\$ 2,100.00
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TOTAL AMOUNT OF THIS CHANGE ORDER	\$ (7,868.50)
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TOTAL REVISED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER:	<u>\$ 1,177,990.00</u>
--	------------------------

CONDITION OF CHANGE:

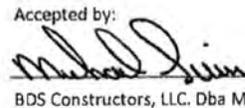
"Contractor acknowledges and agrees that the adjustments in contract price and contract time stipulated in this Change Order represents full compensation for all increases and decreases in the cost of, and the time required to perform the entire work under the Contract arising directly or indirectly from this Change Order and all previous Change Orders. Acceptance of this waiver constitutes an agreement between Owner and Contractor that the Change Order represents an all inclusive, mutually agreed upon adjustment to the Contract, and that Contractor will waive all rights to file a claim on this Change Order after it is properly executed."

Recommended by:

Schaumburg & Polk, Inc.
Engineer
Date: 5/24/16

Approved by:

City of Beaumont
Owner
Date:

Accepted by:

BDS Constructors, LLC. Dba MK Constructors
Contractor
Date: 5-23-16

**MONTHLY ESTIMATE FOR
CITY OF BEAUMONT
JEFFERSON COUNTY
GOODHUE ROAD SANITARY SEWER REHABILITATION**

DATE: May 10, 2016

ESTIMATE NO.: 7 retainage

CALENDAR DAYS ALLOWED: 160

CALENDAR DAYS USED: 139

CALENDAR DAYS OVER: _____

CONTRACT TIME BEGAN: November 9, 2015

ORIGINAL CONTRAT AMOUNT	\$ 960,329.00
CONTRACT AMOUNT INCLUDING CHANGE ORDERS	\$ 1,177,990.00
TOTAL AMOUNT OF WORK DONE TO DATE	\$ 1,177,990.00
TOTAL MATERIALS ON HAND	_____
TOTAL WORK AND MATERIALS	\$ 1,177,990.00
LESS: RETAINAGE 5%	_____
PREVIOUS PAYMENTS	\$ 1,117,095.88
TOTAL DEDUCTIONS	\$ 1,117,095.88
AMOUNT DUE CONTRACTOR	\$ 60,894.12

Note:
Contract amont revised per Change Order No. One (1) & Two (2) and Final

CERTIFCATE OF THE CONTRACTOR OR HIS DULY AUTHORIZED REPRESENTATIVE

To the best of my knowledge and belief, I certify that all items, quantities and prices of work and material shown on the face of this estimate are correct; that all work has been performed and materials supplied in full accordance with the terms and conditions of the corresponding construction contractual documents between the OWNER AND CONTRACTOR, all changes authorized thereto; that the forgoing is a true and correct statement of the contract account up to and including the last day of the period covered by the estimate and that no part of the "AMOUNT DUE CONTRACTOR" has been

I further certify that all just and lawful bills against the below named CONTRACTOR for labor, materials, and expendable equipment employed in the performance of said contract have been paid in full accordance with the contract requirements

Percent Complete 100.00%

SUBMITTED BY:

REVIEWED BY:

APPROVED BY:

APPROVED BY:

Michael Davis Project Manager
NAME TITLE

[Signature]

BDS Contractor dba MK Constructors

SCHAUMBURG & POLK, INC.

CITY OF BEAUMONT, TEXAS

CITY OF BEAUMONT, TEXAS

DATE: 5-23-16

DATE: 5/24/16

DATE: _____

DATE: _____

MONTHLY ESTIMATE FOR
CITY OF BEAUMONT
JEFFERSON COUNTY
GOODHUE ROAD SANITARY SEWER REHABILITATION

ESTIMATE NO: 7 retainage

DATE: May 10, 2016

BID ITEM	DESCRIPTION	CONTRACT			QUANTITY THIS ESTIMATE	QUANTITY TO DATE	TOTAL COST TO DATE
		QUANTITY	UNIT	UNIT PRICE			
1	Mobilization	1	LS	\$ 28,000.00		1	\$ 28,000.00
2	Concrete Repairs	323	SY	\$ 95.00		323	\$ 30,685.00
3	Saw Cut Concrete	340	LF	\$ 10.00		340	\$ 3,400.00
4	12" sewer under concrete	0	LF	\$ 392.00			\$ -
5	12" Sewer under asphalt	0	LF	\$ 329.00			\$ -
6	48" manholes	5	EA	\$ 7,500.00		5	\$ 37,500.00
7	Sta. 0+12 48" manhole	1	EA	\$ 8,500.00		1	\$ 8,500.00
8	Connection to existing manhole	1	EA	\$ 3,500.00		1	\$ 3,500.00
9	Abandon manholes and sewerlines	1	LS	\$ 2,500.00		1	\$ 2,500.00
10	Sanitary sewer connections	2	EA	\$ 1,500.00		2	\$ 3,000.00
11	Oversized catch basin (Detail 1)	0	EA	\$ 7,500.00			\$ -
12	Catch Basin (Detail 2)	0	EA	\$ 6,500.00			\$ -
13	Storm sewer junction box (Detail G)	1	EA	\$ 7,500.00		1	\$ 7,500.00
14	15" RCP storm sewer	24	FT	\$ 85.00		24	\$ 2,040.00
15	Testing sewer lines	1470	LS	\$ 2.00		1470	\$ 2,940.00
16	Testing manholes	1	LS	\$ 2,500.00		1	\$ 2,500.00
17	Pre TV Inspection	389	LF	\$ 6.00		389	\$ 2,334.00

MONTHLY ESTIMATE FOR
CITY OF BEAUMONT
JEFFERSON COUNTY
GOODHUE ROAD SANITARY SEWER REHABILITATION

ESTIMATE NO: 7 retainage

DATE: May 10, 2016

BID ITEM	DESCRIPTION	CONTRACT			QUANTITY THIS ESTIMATE	QUANTITY TO DATE	TOTAL COST TO DATE
		QUANTITY	UNIT	UNIT PRICE			
18	Post TV Inspection	2600	LF	\$ 5.00		2600	\$ 13,000.00
19	Additional Class 1 embedment	45	TON	\$ 50.00		45	\$ 2,250.00
20	Additional cement stabilized sand	250	TON	\$ 38.00		250	\$ 9,500.00
21	Asphalt resurfacing	144	SY	\$ 58.00		144	\$ 8,352.00
22	Groundwater control and well pointing	0	LF	\$ 12.00			\$ -
23	Trench safety	253	LF	\$ 2.00		253	\$ 506.00
24	Traffic control	1	LS	\$ 20,700.00		1	\$ 20,700.00
25	Traffic control plan	1	LS	\$ 8,625.00		1	\$ 8,625.00
26	14" DR-11 HDPE (IPS) installed by directional drill	1470	LF	\$ 477.00		1470	\$ 701,190.00
27	Clean new 11.19" ID DR-17 HDPE installed by City	1150	LF	\$ 6.50		1150	\$ 7,475.00
28	Clean and televise existing 23.5" ID SDR-21 HDPE sewer line	500	LF	\$ 16.00	500	500	\$ 8,000.00
29	Clean and televise existing 21.7" ID SDR-21 HDPE sewer line	979	LF	\$ 16.00	979	979	\$ 15,664.00
30	Clean and televise existing 18.1" ID SDR-21 HDPE sewer line	2040	LF	\$ 12.00		2040	\$ 24,480.00
31	Seal annular space around liner pipe in existing manhole	8	EA	\$ 2,025.00	8	8	\$ 16,200.00
32	Stop/plug flowing water through manhole walls, 5 gallons chemical grout	6	EA	\$ 2,012.00	6	6	\$ 12,072.00
33	Rehabilitate existing manholes with cementitious coating	104	VF	\$ 225.00	104	104	\$ 23,400.00
34	Vacuum services to remove debris from manholes	6	DAYS	\$ 850.00	6	6	\$ 5,100.00

MONTHLY ESTIMATE FOR
CITY OF BEAUMONT
JEFFERSON COUNTY
GOODHUE ROAD SANITARY SEWER REHABILITATION

ESTIMATE NO: 7 retainage

DATE: May 10, 2016

BID ITEM	DESCRIPTION	CONTRACT			QUANTITY THIS ESTIMATE	QUANTITY TO DATE	TOTAL COST TO DATE
		QUANTITY	UNIT	UNIT PRICE			
35	Additional cleaning of annular space beyond space requiring sealing	4	EA	\$ 750.00	4	4	\$ 3,000.00
36	Additoinal chemical grout above initial 5 gallons in each manhole	4	EA	\$ 1,200.00	4	4	\$ 4,800.00
37	22" O.D (17.84" I.D) DR-11 HDPE installed by open cut	120	LF	\$ 791.67		120	\$ 95,000.00
38	Saw cutting concrete riprap	210	LF	\$ 12.00		210	\$ 2,520.00
39	New concrete rip rap	55.5	SY	\$ 270.00	55.5	55.5	\$ 14,985.00
40	Cement stabilized sand	316	TONS	\$ 42.00		316	\$ 13,272.00
41	Tie-ins to existing junction boxes	2	EA	\$ 11,000.00		2	\$ 22,000.00
42	Testing of sewer line	1	LS	\$ 3,400.00	1	1	\$ 3,400.00
43	Well pointing	1	LS	\$ 6,000.00	1	1	\$ 6,000.00
44	Install SS rain stoppers	6	EA	\$ 350.00	6	6	\$ 2,100.00
TOTAL AMOUNT OF WORK PERFORMED TO DATE:							\$ 1,177,990.00

Note: Bid Items and Quantities revised per Change Order No. One (1) & Two (2)

RESOLUTION NO.

WHEREAS, on September 29, 2015, the City Council of the City of Beaumont, Texas adopted Resolution No. 15-211 approving the award of a contract to BDS Constructors, LLC d/b/a MK Constructors, of Vidor Texas, in the amount of \$960,329 for the Goodhue Road Sanitary Sewer Project to provide for the installation of 1,470 linear feet of new 12-inch diameter sanitary sewer line on Goodhue Road along with all related appurtenances; and,

WHEREAS, on February 9, 2016, the City Council of the City of Beaumont, Texas adopted Resolution No. 16-029 approving Change Order No. 1, in the amount of \$225,529.50, to provide for the installation of the sanitary sewer line by directional drill method instead of open-cut excavation; provide for the cleaning and television inspection of the existing Calder interceptor line; rehabilitate and seal six (6) existing manholes between Goodhue Road and Caldwood Cutoff ditch; and, replace the existing damaged sanitary sewer siphon under the Caldwood Cutoff ditch, thereby increasing the contract amount to \$1,185,858.50; and,

WHEREAS, Change Order No. 2, in the amount of (\$7,868.50), is required to correct the total cost for cleaning of sanitary sewer pipe, deduct unused items related to the sealing of manholes and lines, and provide for six (6) stainless steel manhole rain stoppers, thereby reducing the contract amount to \$1,177,990.00; and

WHEREAS, the project has been inspected by the Water Utilities Division and found to be complete in accordance with the provisions and terms set forth in the contract;

NOW, THEREFORE, BE IT RESOLVED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the City Manager be and he is hereby authorized to execute Change Order No. 1 for additional work described above, thereby decreasing the contract amount by (\$7,868.50) for a total contract amount of \$1,177,990.00 for the Goodhue Road Sanitary Sewer Project; and,

BE IT FURTHER RESOLVED THAT the Goodhue Road Sanitary Sewer Project be and the same is hereby accepted; and,

BE IT ALSO RESOLVED THAT the City Manager is hereby authorized to make final payment in the amount of \$60,894.12 to BDS Constructors, LLC d/b/a MK Constructors, of Vidor, Texas.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 26th day of July, 2016.

- Mayor Becky Ames -

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: July 26, 2016

REQUESTED ACTION: Council consider a resolution approving the award of an annual contract to Progressive Waste Solutions, Inc., of Kountze, Texas in the estimated amount of \$84,133.80 for waste collection at City facilities.

BACKGROUND

Refuse container and collection services are required at thirty-eight (38) sites throughout the City. The size of refuse containers required range from two (2) to ten (10) cubic yards, and the collection frequency rates range from one (1) to four (4) per week.

Bids were requested and received from two (2) vendors who provide this service in this area. The lowest conforming bid of \$84,133.80 was received from Progressive Waste Solutions, Inc. This represents an approximate twenty-six percent (26%) increase over the previous three year contract held by Progressive.

Bid specifications stated the container size and frequency of collection currently under contract, and allow the City to add or delete containers and change locations or container size as needed. The award of this bid is based upon the number of containers and locations currently being serviced. The bid also requested monthly rates for additional containers on an as needed basis such as cleanup following a hurricane.

Vendor	Estimated Annual Cost
Progressive Waste Solutions, Kountze, TX	\$84,133.80
Waste Management, Beaumont, TX	\$155,397.96

FUNDING SOURCE

General Fund, Fleet Fund, Water Utilities Fund, and Henry Homberg Golf Course Fund.

RECOMMENDATION

Approval of the resolution.

RESOLUTION NO.

WHEREAS, bids were solicited for an annual contract for container and solid waste collections; and,

WHEREAS, Progressive Waste Solutions, Inc., of Kountze, Texas, submitted a bid in the amount of \$84,133.80; and,

WHEREAS, City Council is of the opinion that the bid submitted by Progressive Waste Solutions, Inc. should be accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the bid submitted by Progressive Waste Solutions, Inc., of Kountze, Texas, in the amount of \$84,133.80 for container and solid waste collections at thirty-eight (38) City facilities be accepted by the City of Beaumont; and,

BE IT FURTHER RESOLVED THAT the City Manager is authorized to execute a contract with Progressive Waste Solutions, Inc., of Kountze, Texas, in the amount of \$84,133.80 for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 26th day of July, 2016.

- Mayor Becky Ames -



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS JULY 26, 2016 1:30 P.M.**

AGENDA

CALL TO ORDER

- * Invocation Pledge Roll Call
- * Presentations and Recognition
- * Public Comment: Persons may speak on scheduled agenda items 2-6/Consent Agenda
- * Consent Agenda

GENERAL BUSINESS

1. Consider a request for a Specific Use Permit to operate a church in a R-S (Residential-Single Family Dwelling District) at 7820/7880 Washington Boulevard
2. Consider a resolution approving the award of a bid to LD Construction of Beaumont for the Avenue A Asphalt Rehabilitation Project (From Elgie to US 69 Frontage)
3. Consider a resolution approving the award of a bid to BDS Constructors, LLC dba MK Constructors, for the Sanitary Sewer Lift Station Rehabilitation-Arthur Lane, Holiday Street & Voth Road Project
4. Consider a resolution approving the award of a bid to BDS Constructors, LLC dba MK Constructors, for the Sanitary Sewer Lift Station Rehabilitation-Folsom Road, Major Drive & San Anselmo Street Project
5. Consider a resolution approving the purchase of pumps for various underpasses
6. Consider a resolution approving the award of five (5), one (1) year contracts for the purchase of inventory materials to be used in the Water Utilities Department

COMMENTS

- * Councilmembers/City Manager comment on various matters
- * Public Comment (Persons are limited to 3 minutes)

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Mitchell Normand at 880-3777.

July 26, 2016

Consider a request for a Specific Use Permit to operate a church in a R-S (Residential-Single Family Dwelling District) at 7820/7880 Washington Boulevard

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: *CSB*
Chris Boone, Planning & Community Development Director

MEETING DATE: July 26, 2016

REQUESTED ACTION: Council consider a request for a Specific Use Permit to operate a church in a R-S (Residential-Single Family Dwelling District) at 7820/7880 Washington Boulevard.

BACKGROUND

Gospel Tabernacle of Beaumont would like to construct a new church facility on their property at 7820/7880 Washington Boulevard. This property along with all of the surrounding property is zoned and developed, as single family residential. A church would be compatible with the area. Utilities are available at this site and parking is adequate for the proposed structure. Services are held Sunday evenings and Tuesday evenings at their current location.

At a Joint Public Hearing held on July 18, 2016, the Planning Commission voted 6:0 to approve a request to consider a Specific Use Permit to operate a church in a R-S (Residential-Single Family Dwelling District) at 7820/7880 Washington Boulevard with the following conditions:

1. An 8 foot wood or masonry privacy fence be constructed at the property line to buffer adjacent properties when adjacent lots are developed.
2. If remaining property to the north is sold, the dumpster must be removed from the 10 foot wide landscaped buffer.
3. Provide a sidewalk along Washington Boulevard or obtain a sidewalk waiver.

FUNDING SOURCE

Not applicable.

RECOMMENDATIONS

Approval of the ordinance with the following conditions:

1. An 8 foot wood or masonry privacy fence be constructed at the property line to buffer adjacent properties when adjacent lots are developed.

2. If remaining property to the north is sold, the dumpster must be removed from the 10 foot wide landscaped buffer.
3. Provide a sidewalk along Washington Boulevard or obtain a sidewalk waiver.

**SPECIFIC USE PERMIT APPLICATION
BEAUMONT, TEXAS**

(Chapter 28, City Codes)

TO: THE PLANNING COMMISSION AND CITY COUNCIL, CITY OF BEAUMONT, TEXAS

APPLICANT'S NAME: Gospel Tabernacle of Beaumont

APPLICANT'S ADDRESS: 1225 Glendale Bmt Tx 77707

APPLICANT'S PHONE #: 409-866-2000 , FAX #: 409-840-4756

NAME OF OWNER: Gospel Tabernacle of Beaumont

ADDRESS OF OWNER: 1225 Glendale Bmt Tx 77707

LOCATION OF PROPERTY: 7880 and 7820 Wash. ave Blvd Bmt Tx

LEGAL DESCRIPTION OF PROPERTY:

LOT NO. 192 OR TRACT replat of Tract 7

BLOCK NO. E PLAT _____

ADDITION Amelia Hights SURVEY _____

NUMBER OF ACRES 6.09 NUMBER OF ACRES _____

For properties not in a recorded subdivision, submit a copy of a current survey or plat showing the properties proposed for a specific use permit, and a complete legal field note description.

PROPOSED USE: New Church Facility ZONE: RS

ATTACH A LETTER describing all processes and activities involved with the proposed uses.

ATTACH A SITE PLAN drawn to scale with the information listed on the top back side of this sheet.

ATTACH A REDUCED 8 1/2" X 11" PHOTOCOPY OF THE SITE PLAN.

THE EIGHT CONDITIONS listed on the back side of this sheet must be met before City Council can grant a specific use permit. **PLEASE ADDRESS EACH CONDITION IN DETAIL.**

ATTACH THE APPROPRIATE APPLICATION FEE:

LESS THAN 1/2 ACRE.....\$250.00
1/2 ACRE OR MORE AND LESS THAN 5 ACRES.....\$450.00
5 ACRES OR MORE.....\$650.00

I, being the undersigned applicant, understand that all of the conditions, dimensions, building sizes, landscaping and parking areas depicted on the site plan shall be adhered to as amended and approved by City Council.

SIGNATURE OF APPLICANT: [Signature] DATE: 6-9-16

SIGNATURE OF OWNER: [Signature] (IF NOT APPLICANT) DATE: _____

PLEASE TYPE OR PRINT AND SUBMIT TO:

CITY OF BEAUMONT
PLANNING DIVISION
801 MAIN STREET, ROOM 201
BEAUMONT, TX 77701

FILE NUMBER: _____

DATE RECEIVED: _____

Phone - (409) 880-3764
Fax - (409) 880-3133

PLEASE MAKE NOTE ON REVERSE SIDE OF CONDITIONS TO BE MET REGARDING THE SITE PLAN AND LETTER OF PROPOSED USES AND ACTIVITIES.

Gospel Tabernacle

Still sharing the Good News

1225 Glendale St.
Beaumont, Texas 77707
(409) 866-2000

www.GospelTabernacleBeaumont.com

June 9, 2016

The City of Beaumont
Planning Division
801 Main Street, Room 201
Beaumont, Texas 77701

Dear Sir/Madam:

We appreciate the time and courtesies that have been extended to myself as well as our architect and project manager.

This letter is simply to confirm that Gospel Tabernacle (formerly Amelia United Pentecostal Church) has been located at 1225 Glendale Street for over 60 years.

I assumed the pastorate of this church in 2010 and we are thrilled to report that we have grown to the point where a new church facility is needed!

We have purchased 7880 Washington Blvd. as the site of our new church plant. The facility will include our sanctuary, Sunday School classes, fellowship hall and office space. In accordance with the Zoning Ordinance contained in Section 28.04.001, we would state the following:

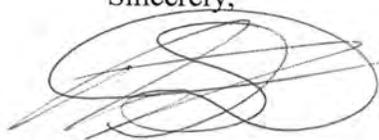
Our church facility and use of that facility will be compatible with and not injurious to the use and enjoyment of other property located in or near our facility. Our beautiful church structure will not in any way diminish or impair property values in the vicinity, only serve to improve the area. Our church plant will not impede, in any manner, the normal and orderly development and improvement of surrounding vacant property. According to our plans, we intend to have adequate utilities, access roads, drainage and if necessary, other supporting facilities will be provided. The design, location and arrangement of all driveways and parking spaces will provide for the safe and convenient movement of vehicles and pedestrian traffic without adversely affecting the general public or current adjacent neighborhoods. There will be no offensive odors, fumes or vibration at our facility and any noise will be well controlled. Our directional lighting will be provided to not disturb or adversely affect our neighbors. We also will have sufficient landscaping to insure harmony and compatibility with adjacent property.

Pastor Michael G. LaBrie
m.labrie@yahoo.com

The proposed use is in accordance with the Comprehensive Plan.

If there is any additional information that you require, please advise and I will be more than happy to accommodate.

Sincerely,

A handwritten signature in black ink, appearing to be "Michael G. LaBrie", written over a large, loopy scribble.

Pastor Michael G. LaBrie

Pastor Michael G. LaBrie
m.labrie@yahoo.com

ORDINANCE NO.

ENTITLED AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO ALLOW A CHURCH IN AN RS (RESIDENTIAL SINGLE FAMILY DWELLING) DISTRICT AT 7820/7880 WASHINGTON BOULEVARD IN THE CITY OF BEAUMONT, JEFFERSON COUNTY, TEXAS.

WHEREAS, Gospel Tabernacle of Beaumont has applied for a specific use permit to allow a church in an RS (Residential Single Family Dwelling) District, at 7820/7880 Washington Boulevard, being Lots 1 and 2, replat of Tract 1, Block E, Amelia Heights 2nd, Beaumont, Jefferson County, Texas, containing 6.09 acres, more or less, as shown on Exhibit "A," attached hereto; and,

WHEREAS, the Planning and Zoning Commission of the City of Beaumont considered the request and is recommending approval of a specific use permit to allow a church in an RS (Residential Single Family Dwelling) District at 7820/7880 Washington Boulevard, subject to the following conditions:

- An 8 foot wood or masonry privacy fence be constructed at the property line to buffer adjacent properties when adjacent lots are developed.
- If remaining property to the north is sold, the dumpster must be removed from the 10 foot wide landscaped buffer.
- Provide a sidewalk along Washington Boulevard or obtain a sidewalk waiver

; and,

WHEREAS, the City Council is of the opinion that the issuance of such specific use permit is in the best interest of the City of Beaumont and its citizens;

NOW, THEREFORE, BE IT ORDAINED

BY THE CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this ordinance are hereby, in all things, approved and adopted; and,

Section 1.

That a specific use permit to allow a church in an RS (Residential Single Family Dwelling) District at 7820/7880 Washington Boulevard, being Lots 1 & 2, replat of Tract 1, Amelia Heights 2nd, Beaumont Jefferson County, Texas, containing 6.09 acres, more or less as shown on Exhibit "A," is hereby granted to Gospel Tabernacle of Beaumont, its legal representatives, successors and assigns, as shown on Exhibit "B," attached hereto and made a part hereof for all purposes, subject to the following conditions:

- An 8 foot wood or masonry privacy fence be constructed at the property line to buffer adjacent properties when adjacent lots are developed.
- If remaining property to the north is sold, the dumpster must be removed from the 10 foot wide landscaped buffer.
- Provide a sidewalk along Washington Boulevard or obtain a sidewalk waiver.

Section 2.

That the specific use permit herein granted is expressly issued for and in accordance with each particular and detail of the site plan attached hereto as Exhibit "B" and made a part hereof for all purposes.

Section 3.

Notwithstanding the site plan attached hereto, the use of the property herein above described shall be in all other respects subject to all of the applicable regulations

contained in Chapter 28 of the Code of Ordinances of Beaumont, Texas, as amended, as well as comply with any and all federal, state and local statutes, regulations or ordinances which may apply.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 26th day of July, 2016.

- Mayor Becky Ames -

File 2267-P: Consider a request for a Specific Use Permit request to operate a church on property zoned R-S (Residential – Single Family Dwelling District).

Applicant: Gospel Tabernacle of Beaumont

Location: 7820 and 7880 Washington Boulevard

N

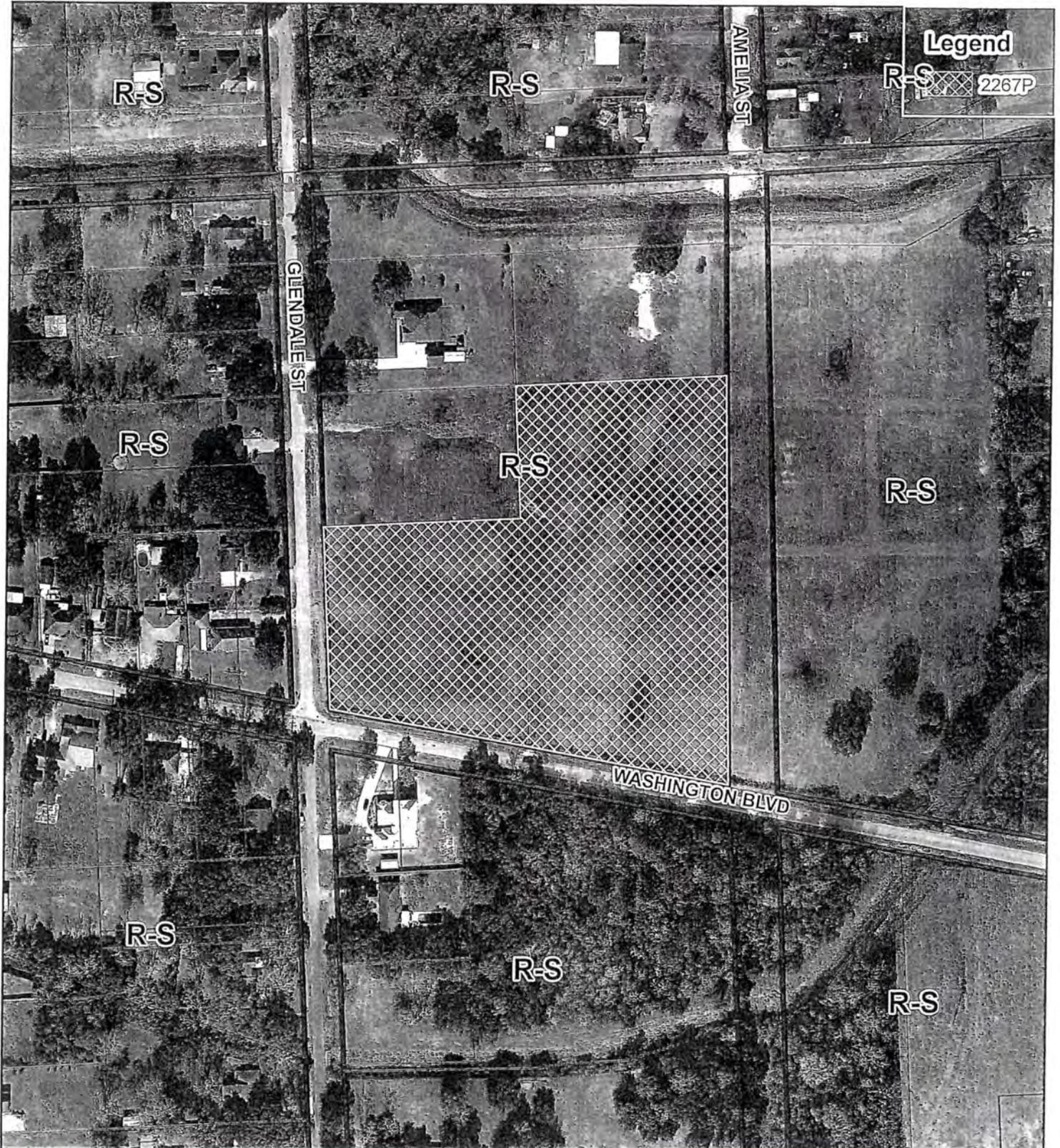
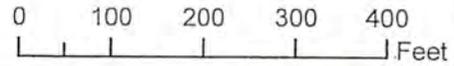


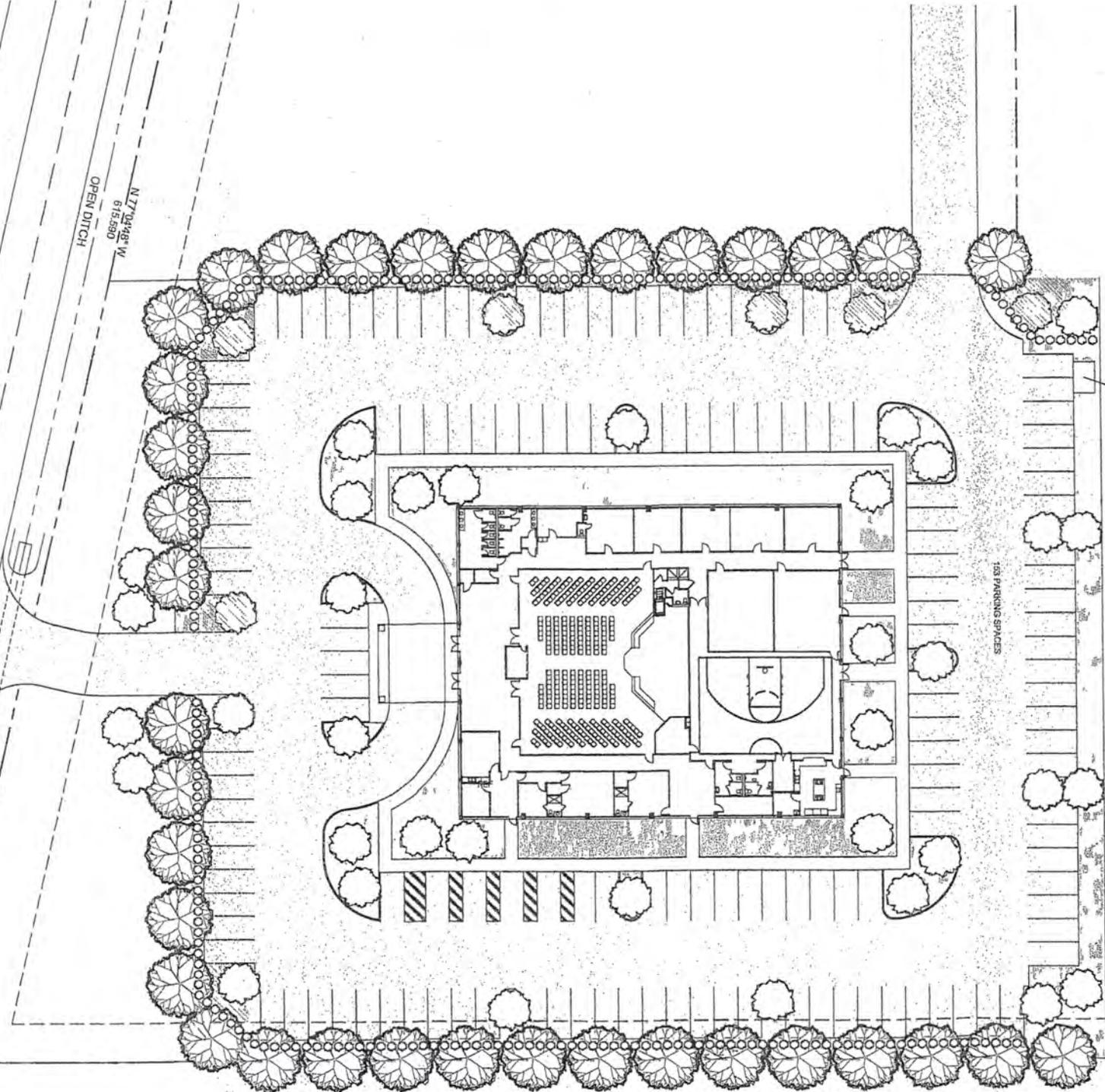
EXHIBIT "A"



LS
0'

ASPHALT ROAD

N 27° 49' 48" W
615.590
OPEN DITCH



F.H. WOOD FENCED
DUMPSTER AREA

103 PARKING SPACES

FUTURE AMELIA AVE

(60' R.O.W.)

N 0° 04' 25" W
200.000

July 26, 2016

Consider a resolution approving the award of a bid to LD Construction of Beaumont for the Avenue A Asphalt Rehabilitation Project (From Elgie to US 69 Frontage)

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Dr. Joseph Majdalani, P.E., Public Works Director

MEETING DATE: July 26, 2016

REQUESTED ACTION: Council consider a resolution authorizing the award of a bid to LD Construction of Beaumont, Texas in the amount of \$642,783.50 for the Avenue A Asphalt Rehabilitation Project (From Elgie to US 69 Frontage).

BACKGROUND

The sections of Avenue A from Elgie to US 69 Frontage are heavily traveled, two (2) lane roadways, that have experienced numerous failures, and recently have undergone water and sewer utility rehabilitation.

On Thursday, July 7, 2016, bids were solicited for furnishing all labor, materials, equipment and supplies for the project. Four (4) bids were received as follows:

Contractor	Location	Bid
LD Construction	Beaumont, Texas	\$642,783.50
A-1 Construction Services	Houston, Texas	\$702,669.38
APAC	Beaumont, Texas	\$721,446.75
Hayden Paving, Inc.	Houston, Texas	\$754,600.20

A total of 60 calendar days are allocated for the completion of the project. LD Construction is a Certified MBE/HUB company.

FUNDING SOURCE

Capital Program – Street Rehabilitation Program.

RECOMMENDATION

Approval of resolution.

**SECTION 0210
BID TAB
PW0516-16**

**FOR: AVENUE A (FROM ELGIE TO US 69 FRONTAGE)
STREET REHABILITATION PROJECT**

CITY OF BEAUMONT, TEXAS

ITEM NO.	ITEM CODE	DESCRIPTION	ESTIMATED QUANTITY	UNIT	LD CONSTRUCTION		A1 CONSTRUCTION SERVICES		APAC		HAYDEN PAVING, Inc.	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
340	6047	D-GR HMA (SQ) TY-C PG70-16	2284	TON	\$ 90.00	\$ 205,560.00	\$ 110.09	\$ 251,445.56	\$ 94.00	\$ 214,696.00	\$ 113.00	\$ 258,092.00
340	****	D-GR IIMA (SQ) TY-F PG70-17	20760	SY	\$ 6.00	\$ 124,560.00	\$ 8.79	\$ 182,480.40	\$ 7.50	\$ 155,700.00	\$ 8.60	\$ 178,536.00
351	2008	FLEXIBLE PAVEMENT STRUCTURE REPAIR (12")	664	SY	\$ 130.00	\$ 86,320.00	\$ 142.05	\$ 94,321.20	\$ 140.00	\$ 92,960.00	\$ 139.00	\$ 92,296.00
354	2048	PLANE ASPH CONC PAV (3")	21709	SY	\$ 4.50	\$ 97,690.50	\$ 3.75	\$ 81,408.75	\$ 3.95	\$ 85,750.55	\$ 3.60	\$ 78,152.40
500	2001	MOBILIZATION	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 15,000.00	\$ 15,000.00	\$ 56,700.00	\$ 56,700.00	\$ 30,600.00	\$ 30,600.00
502	2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	2	MO	\$ 2,000.00	\$ 4,000.00	\$ 945.00	\$ 1,890.00	\$ 5,600.00	\$ 11,200.00	\$ 12,500.00	\$ 25,000.00
530	2011	DRIVEWAYS (ACP)	2562	SY	\$ 22.00	\$ 56,364.00	\$ 26.05	\$ 66,740.10	\$ 35.00	\$ 89,670.00	\$ 29.50	\$ 75,579.00
666	2012	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	368	LF	\$ 3.00	\$ 1,104.00	\$ 0.53	\$ 195.04	\$ 2.00	\$ 736.00	\$ 2.20	\$ 809.60
666	2084	REFL PAV MRK TY I (W) 4" (RRXING)(100MIL)	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 459.38	\$ 918.76	\$ 950.00	\$ 1,900.00	\$ 1,045.00	\$ 2,090.00
666	2105	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	1717	LF	\$ 1.50	\$ 2,575.50	\$ 0.59	\$ 1,013.03	\$ 1.35	\$ 2,317.95	\$ 1.50	\$ 2,575.50
666	2111	RFFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	2873	LF	\$ 1.50	\$ 4,309.50	\$ 0.53	\$ 1,522.69	\$ 1.25	\$ 3,591.25	\$ 1.40	\$ 4,022.20
668	2105	PREFAB PAV MRK TY I (W) (24") (SLD)	340	LF	\$ 20.00	\$ 6,800.00	\$ 13.39	\$ 4,552.60	\$ 15.00	\$ 5,100.00	\$ 16.50	\$ 5,610.00
668	2118	PREFAB PAV MRK TY I (W) (36") (YLD TRI)	15	EA	\$ 100.00	\$ 1,500.00	\$ 78.75	\$ 1,181.25	\$ 75.00	\$ 1,125.00	\$ 82.50	\$ 1,237.50
TOTAL CONTRACT BID					\$	642,783.50	\$	702,669.38	\$	721,446.75	\$	754,600.20

RESOLUTION NO.

WHEREAS, bids were solicited for a contract to provide all labor, materials, equipment and supplies for the Avenue A Asphalt Rehabilitation (from Elgie to US 69 Frontage) Project; and,

WHEREAS, LD Construction, of Beaumont, Texas, submitted a bid in the amount of \$642,783.50; and,

WHEREAS, City Council is of the opinion that the bid submitted by LD Construction, of Beaumont, Texas, should be accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the bid submitted by LD Construction, of Beaumont, Texas, in the amount of \$642,783.50 for a contract to provide all labor, materials, equipment and supplies for the Avenue A Asphalt Rehabilitation (from Elgie to US 69 Frontage) Project be accepted by the City of Beaumont; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute a contract with LD Construction, of Beaumont, Texas, for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 26th day of July, 2016.

- Mayor Becky Ames -

July 26, 2016

Consider a resolution approving the award of a bid to BDS Constructors, LLC dba MK Constructors, for the Sanitary Sewer Lift Station Rehabilitation-Arthur Lane, Holiday Street & Voth Road Project



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Dr. Joseph Majdalani, P.E., Public Works Director *JM*

MEETING DATE: July 26, 2016

REQUESTED ACTION: Council consider a resolution authorizing the award of a bid to BDS Constructors, LLC dba MK Constructors, in the amount of \$594,133.00 for the Sanitary Sewer Lift Station Rehabilitation – Arthur Lane, Holiday Street & Voth Road Project.

BACKGROUND

This project shall provide for the removal and construction of a new sanitary sewer lift station at the Arthur Lane lift station site and replacement of two (2) existing pneumatic lift stations on Holiday Street and Voth Road. These stations currently require a high level of maintenance and repair and the new stations will improve the reliability of the sanitary sewer collection system.

On Thursday, July 7, 2016, bids were solicited for labor, materials, equipment and supplies for the project. Two (2) formal bids were received, as shown below, with BDS Constructors, LLC dba MK Constructors, as the apparent low bidder.

Contractor	Location	Bid
BDS Constructors, LLC dba MK Constructors	Vidor, Texas	\$594,133.00
Allco	Beaumont, Texas	\$836,459.00

A total of 180 calendar days are allocated for the completion of the project.

FUNDING SOURCE

Capital Program.

RECOMMENDATION

Approval of the resolution.

July 14, 2016

Amalia Villarreal, P.E.
Water Utilities Engineer
City Of Beaumont
1350 Langham Road
Beaumont, Texas 77707

Re: City of Beaumont
Sanitary Sewer Lift Station Rehabilitation
Arthur Lane, Holiday Street & Voth Road
Project WU0616-02

Dear Mrs. Villarreal,

Based on a review of the bids received July 7, 2016, and the qualifications of the low bidder, it is our recommendation that the above referenced project be awarded to BDS Constructors LLC dba MK Constructors in the amount of \$594,133.00.

Sincerely,
SCHAUMBURG & POLK, INC.



Jeffrey G. Beaver, P.E.
President

**BID TABULATION
CITY OF BEAUMONT
SANITARY SEWER LIFT STATION REHABILITATION
ARTHUR LANE, HOLIDAY STREET & VOTH ROAD
WU0616-02**

BID OPENING DATE: Thursday, July 7, 2016

Item	Qty	Unit	Description	MK Constructors 16736 IH 10 Vidor, TX 77662		ALLCO P.O. Box 3684 Beaumont, TX 77704	
				Unit Price	Item Total	Unit Price	Item Total
1.	1	LS	Mobilization, including payment bond, performance bond, insurance, and moving equipment to project, all in strict conformance with plans and specifications; NOT TO EXCEED 3% OF TOTAL PROJECT BID for,	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00
Arthur Lane Lift Station							
2.	1	LS	Furnish all labor, materials and equipment to remove and salvage for the City the existing pumps, aluminum hatch cover, valves and electrical equipment all in strict accordance with the plans and specifications for,	\$8,100.00	\$8,100.00	\$15,000.00	\$15,000.00
3.	1	LS	Furnish all labor, material and equipment to remove and replace the existing chain link fence including vinyl slats all in strict accordance with the plans and specifications for,	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00
4.	1	LS	Furnish all labor, material and equipment to remove and dispose of the existing wet well including removal and disposal of sludge, top and bottom slabs and 6ft diameter RCP wet well all in strict accordance with the plans and specifications for,	\$16,703.00	\$16,703.00	\$36,000.00	\$36,000.00
5.	1	LS	Furnish all labor, materials and equipment to construct a New Lift Station, including new submersible pumps, pump rails, electrical power and control equipment, electrical connections, excavation, cement stabilized sand backfill, compaction, 6ft diameter RCP wet well, RC bottom and top slabs, aluminum hatch, piping, valves, bypass assembly, fittings, exposed steel painting, influent line connections, and all necessary appurtenances to make the station complete and operable, all in strict accordance with the plans and specifications for,	\$273,582.00	\$273,582.00	\$195,000.00	\$195,000.00
6.	1	LS	Furnish all labor, material and equipment to install 6" DI force main including fittings and connection the to existing force main all in strict accordance with the plans and specifications for,	\$3,200.00	\$3,200.00	\$5,000.00	\$5,000.00
7.	450	SF	Furnish all labor materials and equipment to coat the interior concrete surfaces of the wet well all in strict accordance with the plans and specifications	\$23.00	\$10,350.00	\$62.00	\$27,900.00
8.	1	LS	Humidity Control. Furnish all labor, materials, and equipment to provide humidity control during coating of the wet well all in strict accordance with the plans and	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
9.	1	LS	Provide ALL BYPASS PUMPING, as required to maintain sewer flows and provide for proper work conditions, including all necessary equipment, labor, and materials all in accordance with the plans and specifications for,	\$28,540.00	\$28,540.00	\$55,000.00	\$55,000.00

**BID TABULATION
CITY OF BEAUMONT
SANITARY SEWER LIFT STATION REHABILITATION
ARTHUR LANE, HOLIDAY STREET & VOTH ROAD
WU0616-02**

BID OPENING DATE: Thursday, July 7, 2016

Item	Qty	Unit	Description	MK Constructors 16736 IH 10 Vidor, TX 77662		ALLCO P.O. Box 3684 Beaumont, TX 77704	
				Unit Price	Item Total	Unit Price	Item Total
Old Voth Road Lift Station							
10.	1	LS	Furnish all labor, materials and equipment to abandon the existing pneumatic lift station including disassembling and removing all pumps, piping, fittings, valves, electrical controls, sealing/plugging all penetrations, cleaning out wet well and hauling all materials removed from the wet well, backfilling and surface restoration all in strict accordance with the plans and specifications for,	\$8,800.00	\$8,800.00	\$20,000.00	\$20,000.00
11.	15	LF	Furnish all labor, materials and equipment to abandon in place 10" sanitary sewer line by plugging and filling with self leveling flowable grout, all in strict accordance with the plans and specifications for,	\$150.00	\$2,250.00	\$150.00	\$2,250.00
12.	42	LF	Furnish all labor, materials and equipment to abandon in place 4" sanitary sewer line by plugging and filling with self leveling flowable grout, all in strict accordance with the plans and specifications for,	\$50.00	\$2,100.00	\$75.00	\$3,150.00
13.	1	LS	Furnish and install a new Package Grinder Station including excavation, cement stabilized backfill, all electrical power and control equipment, electrical connections, concrete foundation, surface restoration and testing, all in strict accordance with plans and specifications for,	\$75,849.00	\$75,849.00	\$137,443.00	\$137,443.00
14.	22	LF	Furnish and Install 10" PVC SDR-26 Gravity sewer complete in place, all depths, including excavation, embedment, backfill, compaction, fittings, testing, connection to lift station and surface restoration, all in strict accordance with the plans and specifications for,	\$115.00	\$2,530.00	\$150.00	\$3,300.00
15.	30	LF	Furnish and Install 2" PVC SDR-26 force main complete in place, all depths, including excavation, embedment, backfill, compaction, fittings, testing, detection tape, connection to manhole and surface restoration, all in strict accordance with the plans and specifications for,	\$10.00	\$300.00	\$50.00	\$1,500.00
16.	20	LF	Furnish all material, labor, equipment to install a 6" x 1/4" steel casing by OPEN CUT complete in place, including casing, excavation, backfill, filling with low strength grout, casing spacers and end seals all in strict accordance with the plans and specifications for,	\$114.00	\$2,280.00	\$75.00	\$1,500.00
17.	22	LF	Trench Safety System , trench safety protection for all excavations over five-feet deep, designed, furnished and installed, complete and in place, including shoring, trench boxes, or other approved means and ways in strict accordance with plans and specifications for,	\$30.00	\$660.00	\$1.00	\$22.00

**BID TABULATION
CITY OF BEAUMONT
SANITARY SEWER LIFT STATION REHABILITATION
ARTHUR LANE, HOLIDAY STREET & VOTH ROAD
WU0616-02**

BID OPENING DATE: Thursday, July 7, 2016

Item	Qty	Unit	Description	MK Constructors 16736 IH 10 Vidor, TX 77662		ALLCO P.O. Box 3684 Beaumont, TX 77704	
				Unit Price	Item Total	Unit Price	Item Total
18.	1	LS	Provide ALL BYPASS PUMPING , as required to maintain sewer flows and provide for proper work conditions, including all necessary equipment, labor, and materials all in accordance with the plans and specifications for,	\$1,200.00	\$1,200.00	\$40,000.00	\$40,000.00
19.	1	LS	Trench Safety Plan , as prepared and sealed by a Texas Registered Engineer, including required geotechnical engineering soils report, all in strict accordance with plans and specifications for,	\$1,200.00	\$1,200.00	\$750.00	\$750.00
Holiday Street Lift Station							
20.	1	LS	Furnish all labor, materials and equipment to abandon the existing pneumatic lift station including disassembling and removing all pumps, piping, fittings, valves, electrical controls, sealing/plugging all penetrations, cleaning out wet well and hauling all materials removed from the wet well, backfilling and surface restoration all in strict accordance with the plans and specifications for,	\$7,000.00	\$7,000.00	\$20,000.00	\$20,000.00
21.	15	LF	Furnish all labor, materials and equipment to abandon in place 6" sanitary sewer line by plugging and filling with self leveling flowable grout, all in strict accordance with the plans and specifications for,	\$50.00	\$750.00	\$124.00	\$1,860.00
22.	145	LF	Furnish all labor, materials and equipment to abandon in place 4" sanitary sewer line by plugging and filling with self leveling flowable grout, all in strict accordance with the plans and specifications for,	\$30.00	\$4,350.00	\$40.00	\$5,800.00
23.	1	LS	Furnish and install a new Package Grinder Station including excavation, cement stabilized backfill, all electrical power and control equipment, electrical connections, concrete foundation, surface restoration and testing, all in strict accordance with plans and specifications for,	\$75,235.00	\$75,235.00	\$137,140.00	\$137,140.00
24.	31	LF	Furnish all labor materials and equipment to remove and replace existing 8" sanitary sewer line with new 8" PVC SDR-26 Gravity sewer complete in place, all depths, including excavation, backfill, connection to manhole, fittings, testing, and	\$70.00	\$2,170.00	\$75.00	\$2,325.00
25.	17	LF	Furnish and Install 8" PVC SDR-26 Gravity sewer complete in place, all depths, including excavation, embedment, backfill, compaction, fittings, testing, connections to the proposed lift station and manhole, and surface restoration, all in strict accordance with the plans and specifications for,	\$70.00	\$1,190.00	\$62.00	\$1,054.00

**BID TABULATION
CITY OF BEAUMONT
SANITARY SEWER LIFT STATION REHABILITATION
ARTHUR LANE, HOLIDAY STREET & VOTH ROAD
WU0616-02**

BID OPENING DATE: Thursday, July 7, 2016

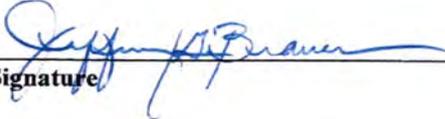
Item	Qty	Unit	Description	MK Constructors 16736 IH 10 Vidor, TX 77662		ALLCO P.O. Box 3684 Beaumont, TX 77704	
				Unit Price	Item Total	Unit Price	Item Total
26.	498	LF	Furnish and Install 2" PVC SDR-26 force main complete in place, all depths, including excavation, embedment, backfill, compaction, fittings, testing, detection tape, connection to manhole and surface restoration, all in strict accordance with the plans and specifications for,	\$18.00	\$8,964.00	\$9.00	\$4,482.00
27.	40	LF	Furnish all material, labor, equipment to install a 6" x 1/4" steel casing by OPEN CUT centered on the water line complete in place, including casing, excavation, backfill, filling with low strength grout, casing spacers and end seals all in strict accordance with the plans and specifications for,	\$65.00	\$2,600.00	\$55.00	\$2,200.00
28.	1	EA	Furnish material, labor and equipment to remove and replace existing manhole with new 48" diameter fiberglass manhole all depths, complete in place, all excavation, backfill, concrete, ring and cover, stainless steel rain stopper (insert), connection to existing and proposed sewer lines and testing, all in strict accordance with plans and specifications for,	\$8,500.00	\$8,500.00	\$15,000.00	\$15,000.00
29.	1	EA	Furnish material, labor and equipment to install new 48" diameter fiberglass manhole all depths, complete in place, all excavation, backfill, concrete, ring and cover, stainless steel rain stopper (insert), connection to existing and proposed sewer lines and testing, all in strict accordance with plans and specifications for,	\$7,500.00	\$7,500.00	\$10,000.00	\$10,000.00
30.	33	LF	Trench Safety System , trench safety protection for all excavations over five-feet deep, designed, furnished and installed, complete and in place, including shoring, trench boxes, or other approved means and ways in strict accordance with plans and specifications for,	\$10.00	\$330.00	\$1.00	\$33.00
31.	1	LS	Trench Safety Plan , as prepared and sealed by a Texas Registered Engineer, including required geotechnical engineering soils report, all in strict accordance with plans and specifications for,	\$1,000.00	\$1,000.00	\$750.00	\$750.00
32.	1	LS	Provide ALL BYPASS PUMPING , as required to maintain sewer flows and provide for proper work conditions, including all necessary equipment, labor, and materials all in accordance with the plans and specifications for,	\$1,500.00	\$1,500.00	\$40,000.00	\$40,000.00
Miscellaneous							
33.	200	TON	Additional Class I embedment for wet trench construction , as directed by the Engineer (but not included in other bid items), furnished and installed, complete in place, all in strict accordance with the plans and specifications for,	\$45.00	\$9,000.00	\$50.00	\$10,000.00

**BID TABULATION
CITY OF BEAUMONT
SANITARY SEWER LIFT STATION REHABILITATION
ARTHUR LANE, HOLIDAY STREET & VOTH ROAD
WU0616-02**

BID OPENING DATE: Thursday, July 7, 2016

Item	Qty	Unit	Description	MK Constructors 16736 IH 10 Vidor, TX 77662		ALLCO P.O. Box 3684 Beaumont, TX 77704	
				Unit Price	Item Total	Unit Price	Item Total
34.	200	TON	Additional Cement stabilized sand, 1-1/2 sacks of cement per cubic yard sand for supplemental backfill as directed by Engineer (but not included in other bid items), furnished and installed, complete in place, all in strict accordance with plans and specifications for,	\$32.00	\$6,400.00	\$50.00	\$10,000.00
TOTAL (Items 1-34)				\$594,133.00		\$836,459.00	
Addendums No's. 1, 2, and 3				Y		Y	
Bid Schedule				Y		Y	
Bid Summary				Y		Y	
Corporate Resolution				Y		Y	
Bid Bond				Y		Y	
Informaiton Required of Bidders				Y		N	
Conflict of Interest				Y		Y	
Statement of City Charter Provision				Y		Y	
Insurance Verification Affidavit				Y		Y	
Schedule C				Y		Y	

The Bid Proposals submitted have been reviewed, and to the best of my knowledge this is an accurate tabulation of the Bids received.

Signature 

7-14-16

Date

RESOLUTION NO.

WHEREAS, bids were solicited for a contract to provide all labor, materials, equipment and supplies for the Sanitary Sewer Lift Station Rehabilitation-Arthur Lane, Holiday Street & Voth Road Projects; and,

WHEREAS, BDS Constructors, LLC d/b/a MK Constructors, of Vidor, Texas, submitted a bid in the amount of \$594,133.00; and,

WHEREAS, City Council is of the opinion that the bid submitted by BDS Constructors, LLC d/b/a MK Constructors, of Vidor, Texas, should be accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the bid submitted by BDS Constructors, LLC d/b/a MK Constructors, of Vidor, Texas, in the amount of \$594,133.00 for a contract to provide all labor, materials, equipment and supplies for the Sanitary Sewer Lift Station Rehabilitation-Arthur Lane, Holiday Street & Voth Road Projects be accepted by the City of Beaumont; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute a contract with BDS Constructors, LLC d/b/a MK Constructors, of Vidor, Texas, for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 26th day of July, 2016.

- Mayor Becky Ames -

July 26, 2016

Consider a resolution approving the award of a bid to BDS Constructors, LLC dba MK Constructors, for the Sanitary Sewer Lift Station Rehabilitation-Folsom Road, Major Drive & San Anselmo Street Project



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Dr. Joseph Majdalani, P.E., Public Works Director *JM*

MEETING DATE: July 26, 2016

REQUESTED ACTION: Council consider a resolution authorizing the award of a bid to BDS Constructors, LLC dba MK Constructors, in the amount of \$254,463.00 for the Sanitary Sewer Lift Station Rehabilitation – Folsom Road, Major Drive & San Anselmo Street Project.

BACKGROUND

This project shall provide for the rehabilitation of the Folsom Road and Major Drive lift stations and replacement of the existing pneumatic lift station on San Anselmo Street. These stations currently require a high level of maintenance and repair. The repairs and new station will improve the reliability of the sanitary sewer collection system.

On Thursday, July 7, 2016, bids were solicited for labor, materials, equipment and supplies for the project. Two (2) formal bids were received as shown below with BDS Constructors, LLC dba MK Constructors, as the apparent low bidder.

Contractor	Location	Bid
BDS Constructors, LLC dba MK Constructors	Vidor, Texas	\$254,463.00
Allco	Beaumont, Texas	\$437,488.00

A total of 180 calendar days are allocated for the completion of the project.

FUNDING SOURCE

Capital Program.

RECOMMENDATION

Approval of the resolution.

July 14, 2016

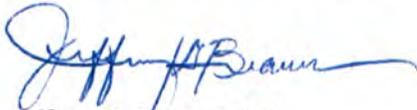
Amalia Villarreal, P.E.
Water Utilities Engineer
City Of Beaumont
1350 Langham Road
Beaumont, Texas 77707

Re: City of Beaumont
Sanitary Sewer Lift Station Rehabilitation
Folsom Road, Major Drive & San Anselmo Street
Project WU0616-01

Dear Mrs. Villarreal,

Based on a review of the bids received July 7, 2016, and the qualifications of the low bidder, it is our recommendation that the above referenced project be awarded to BDS Constructors LLC dba MK Constructors in the amount of \$254,463.00.

Sincerely,
SCHAUMBURG & POLK, INC.



Jeffrey G. Beaver, P.E.
President

**BID TABULATION
CITY OF BEAUMONT
SANITARY SEWER LIFT STATION REHABILITATION
FOLSOM ROAD, MAJOR DRIVE & SAN ANSELMO STREET
WU0616-01**

BID OPENING DATE: Thursday, July 7, 2016

Item	Qty	Unit	Description	MK Constructors 16736 IH 10 Vidor, TX 77662		ALLCO P.O. Box 3684 Beaumont, TX 77704	
				Unit Price	Item Total	Unit Price	Item Total
1.	1	LS	Mobilization, including payment bond, performance bond, insurance, and moving equipment to project, all in strict conformance with plans and specifications; NOT TO EXCEED 3% OF TOTAL PROJECT BID for,	\$6,200.00	\$6,200.00	\$12,000.00	\$12,000.00
Folsom Road Lift Station							
2.	1	LS	Weir Wall Repair. Furnish all labor, materials and equipment to repair the reinforced concrete weir wall inside the diversion box including installation of a new FRP weir plate, all in strict accordance with the plans and specifications for,	\$14,508.00	\$14,508.00	\$20,000.00	\$20,000.00
3.	1	LS	Wet Well Cleaning. Furnish all labor, material and equipment to pressure wash, clean, remove existing coating and dispose of all debris all in strict accordance with the plans and specifications for,	\$11,000.00	\$11,000.00	\$5,000.00	\$5,000.00
4.	264	SF	Concrete Surface Restoration. Furnish all labor, material and equipment to restore the wet well concrete to its original thickness, all in strict accordance with the plans and specifications for,	\$28.00	\$7,392.00	\$78.00	\$20,592.00
5.	440	SF	Wet Well Coating. Furnish all labor materials and equipment to coat all interior concrete surfaces of the wet well all in strict accordance with the plans and specifications	\$23.00	\$10,120.00	\$62.00	\$27,280.00
6.	1	LS	Humidity Control. Furnish all labor, materials, and equipment to provide humidity control during coating of the wet well all in strict accordance with the plans and specifications for,	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00
7.	1	LS	Discharge Piping. Furnish all labor, materials, and equipment to remove and replace the 8" DI pump discharge piping on both pumps inside the wet well, including the, 90 degree bends, couplings and reducers all in strict accordance with the plans and specifications	\$23,000.00	\$23,000.00	\$25,000.00	\$25,000.00
8.	1	LS	Influent Plugging. Furnish all labor, materials, and equipment to plug the existing 24" influent line to allow working in the wet well all in strict accordance with the plans and specifications for,	\$2,500.00	\$2,500.00	\$20,000.00	\$20,000.00
Major Drive Lift Station							
9.	1	LS	Wet Well Cover. Furnish all labor, materials and equipment to remove the existing steel cover and replace it with reinforced concrete cover including a new aluminum hatch, stainless steel guide rail bracket, detaching and reattaching the guide rails all in strict accordance with plans and specifications for,	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00

**BID TABULATION
CITY OF BEAUMONT
SANITARY SEWER LIFT STATION REHABILITATION
FOLSOM ROAD, MAJOR DRIVE & SAN ANSELMO STREET
WU0616-01**

BID OPENING DATE: Thursday, July 7, 2016

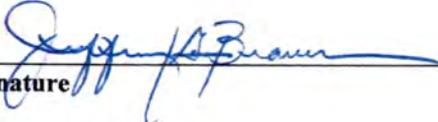
Item	Qty	Unit	Description	MK Constructors 16736 IH 10 Vidor, TX 77662		ALLCO P.O. Box 3684 Beaumont, TX 77704	
				Unit Price	Item Total	Unit Price	Item Total
10.	1	LS	Discharge Piping. Furnish all labor, materials and equipment to remove the existing 2" discharge piping and valves and replace with new stainless steel 2" discharge piping including the new 2" valves, new stainless steel brackets, wall penetrations all in strict accordance with plans and specifications for,	\$18,200.00	\$18,200.00	\$15,000.00	\$15,000.00
11.	15	LF	Force Main. Furnish all labor, materials and equipment to install a new 2" DR-11 HDPE force main, all depths, including excavation, backfill, fittings, connection to the 2" SS discharge piping, new curb stop valves, valve boxes with precast concrete pads, connection to the existing 12" force main (hot tap with tapping saddle and gate valve) all in strict accordance with plans and specifications for,	\$68.00	\$1,020.00	\$229.00	\$3,435.00
12.	42	LF	Influent Plugging. Furnish all labor, materials, and equipment to plug the existing 8" influent line to allow working in the wet well all in strict accordance with the plans and specifications for,	\$24.00	\$1,008.00	\$85.00	\$3,570.00
San Anselmo Lift Station							
13.	1	LS	Pneumatic Pump System - Furnish all labor, materials and equipment to remove and dispose of the existing pneumatic pump installation including compressor housing, compressor, air piping, inductor assembly and all appurtenances all influent and effluent lines all in strict accordance with the plans and specifications for,	\$5,500.00	\$5,500.00	\$33,500.00	\$33,500.00
14.	1	LS	Furnish and install a new Package Grinder Station including excavation, cement stabilized backfill, all electrical power and control equipment, electrical connections, concrete foundation, surface restoration and testing, all in strict accordance with plans and specifications for,	\$113,695.00	\$113,695.00	\$162,461.00	\$162,461.00
15.	1	EA	Existing Manhole - Furnish all labor, materials and equipment to abandon in place the existing manhole, extending the existing 8" influent sewer line through it before filling with sand, all in strict accordance with the plans and specifications for,	\$1,200.00	\$1,200.00	\$5,000.00	\$5,000.00
16.	1	EA	New Manhole - Furnish and Install new 48" diameter fiberglass manholes all depths, complete in place, all excavation, backfill, concrete, ring and cover, stainless steel rain stopper (insert), connection to existing and proposed sewer lines and testing, all in strict accordance with plans and specifications for,	\$5,500.00	\$5,500.00	\$10,000.00	\$10,000.00
17.	15	LF	8" Influent Line - Furnish all labor, materials and equipment to extend the existing 8" PVC influent line with new 8" SDR-26 PVC to the proposed wet well including excavation, backfill, connection to the wet well, surface restoration and testing all in strict accordance with the plans and specifications.	\$48.00	\$720.00	\$110.00	\$1,650.00

**BID TABULATION
CITY OF BEAUMONT
SANITARY SEWER LIFT STATION REHABILITATION
FOLSOM ROAD, MAJOR DRIVE & SAN ANSELMO STREET
WU0616-01**

BID OPENING DATE: Thursday, July 7, 2016

Item	Qty	Unit	Description	MK Constructors 16736 IH 10 Vidor, TX 77662		ALLCO P.O. Box 3684 Beaumont, TX 77704	
				Unit Price	Item Total	Unit Price	Item Total
18.	1	LS	Provide ALL BYPASS PUMPING , as required to maintain sewer flows and provide for proper work conditions, including all necessary equipment, labor, and materials all in accordance with the plans and specifications for,	\$4,000.00	\$4,000.00	\$40,000.00	\$40,000.00
Miscellaneous							
19.	200	TON	Additional Class I embedment for wet trench construction , as directed by the Engineer (but not included in other bid items), furnished and installed, complete in place, all in strict accordance with the plans and specifications for,	\$45.00	\$9,000.00	\$50.00	\$10,000.00
20.	200	TON	Additional Cement stabilized sand , 1-1/2 sacks of cement per cubic yard sand for supplemental backfill as directed by Engineer (but not included in other bid items), furnished and installed, complete in place, all in strict accordance with plans and specifications for,	\$32.00	\$6,400.00	\$50.00	\$10,000.00
TOTAL (Items 1-20)				\$254,463.00		\$437,488.00	
Addendums No's. 1, 2, and 3				Y		Y	
Bid Schedule				Y		Y	
Bid Summary				Y		Y	
Corporate Resolution				Y		Y	
Bid Bond				Y		Y	
Information Required of Bidders				Y		N	
Conflict of Interest				Y		Y	
Statement of City Charter Provision				Y		Y	
Insurance Verification Affidavit				Y		Y	
Schedule C				Y		Y	

The Bid Proposals submitted have been reviewed, and to the best of my knowledge this is an accurate tabulation of the Bids received.

Signature 

Date 7-14-16

RESOLUTION NO.

WHEREAS, bids were solicited for a contract to provide all labor, materials, equipment and supplies for the Sanitary Sewer Lift Station Rehabilitation-Folsom Road, Major Drive & San Anselmo Street Projects; and,

WHEREAS, BDS Constructors, LLC d/b/a MK Constructors, of Vidor, Texas, submitted a bid in the amount of \$254,463.00; and,

WHEREAS, City Council is of the opinion that the bid submitted by BDS Constructors, LLC d/b/a MK Constructors, of Vidor, Texas, should be accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the bid submitted by BDS Constructors, LLC d/b/a MK Constructors, of Vidor, Texas, in the amount of \$254,463.00 for a contract to provide all labor, materials, equipment and supplies for the Sanitary Sewer Lift Station Rehabilitation-Folsom Road, Major Drive & San Anselmo Street Projects be accepted by the City of Beaumont; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute a contract with BDS Constructors, LLC d/b/a MK Constructors, of Vidor, Texas, for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 26th day of July, 2016.

- Mayor Becky Ames -

July 26, 2016

Consider a resolution approving the purchase of pumps for various underpasses

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Dr. Joseph Majdalani, P.E., Public Works Director

MEETING DATE: July 26, 2016

REQUESTED ACTION: Council consider a resolution approving the purchase of pumps for various underpasses from Pemsco in the amount of \$199,206.00.

BACKGROUND

The existing pumps serving the underpasses at East Lavaca and East Virginia located on M.L.K. Jr. Parkway and the Eleventh Street and Fourth Street underpasses have reached their design life and require continuous maintenance and repair. These pumps are used to pump rain water from the underpasses listed above to prevent flooding.

Pemsco is a sole source vendor that is authorized by the manufacturer to supply the pumps. The quote, which includes equipment and labor are shown below:

Location	Pump No.	Pump Cost	Motor Cost	Labor Cost	Total Cost
East Lavaca @ MLK	1	\$28,016.00	0.00	\$2,750.00	\$30,766.00
East Lavaca @ MLK	2	\$28,016.00	0.00	\$2,750.00	\$30,766.00
East Virginia @ MLK	1	\$23,931.00	0.00	\$2,750.00	\$26,681.00
East Virginia @ MLK	2	\$23,931.00	0.00	\$2,750.00	\$26,681.00
Eleventh Street	2	\$23,931.00	\$2,600.00	\$2,750.00	\$29,281.00
Eleventh Street	1	\$23,931.00	\$2,600.00	\$2,750.00	\$29,281.00
Fourth Street	2	\$23,000.00	0.00	\$2,750.00	\$25,750.00
TOTAL		\$174,756.00	\$5,200.00	\$19,250.00	\$199,206.00

The existing pumps have been inspected by the Engineering and Maintenance Divisions and replacement is recommended.

FUNDING SOURCE

General Fund.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Council hereby approves the purchase of pumps for various underpasses from Pemsco, of Beaumont, Texas, the sole source vendor authorized by the manufacturer to supply the pumps, in the amount of \$199,206.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 26th day of June, 2016.

- Mayor Becky Ames -

July 26, 2016

Consider a resolution approving the award of five (5), one (1) year contracts for the purchase of inventory materials to be used in the Water Utilities Department



TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer 

MEETING DATE: July 26, 2016

REQUESTED ACTION: Council consider a resolution approving the award of five (5), one (1) year contracts for the purchase of inventory materials to be used in the Water Utilities Department, in the total estimated amount of \$1,259,623.07.

BACKGROUND

Bids were received from five (5) vendors for an annual contract for couplings, pipe fittings, valves, fire hydrants and other related materials for use by the Water Utilities Department. The materials are used in the repair and maintenance of existing water and sewer lines and installation of new service lines in order to maintain adequate water and sewer service throughout the City.

Specifications required bidders to submit pricing for 183 line items, separated into fifteen (15) specific sections. Bids were evaluated upon the lowest total price per section on an all or none basis and the best value to the City. Only bidders providing pricing for every item within each section were considered. Pricing is to remain firm for the term of the contract. Specifications also required all bids involving brass materials to quote items that are certified NSF61 lead-free compliant and are of domestic (USA) manufacture.

Low bid for Section 1 was submitted by CPR/MDN, Inc., of New Caney at \$250,311.50. The bid received from ACT Pipe & Supply of Beaumont for that section was \$252,113.00 which is within one percent (1%) of the low bid. ACT Pipe & Supply, Inc., has submitted proper forms requesting Local Vendor Preference which meet the requirements of Local Government Code 271.9051 and the City's Local Bidder Preference Policy which says, "If the City received on or more bids from a bidder that is a 'local business' and whose bid is within five (5%) of the lowest bid price received by the City from a bidder who is not a 'local business' the City may enter into a contract with the lowest bidder or the local business" subject to compliance with the required forms. Because ACT Pipe & Supply submitted proper forms and are within 1% of the low bid, it is recommended that Section 1 be awarded to ACT Pipe & Supply as a Local Vendor Preference.

Water Materials Inventory
July 26, 2016
Page 2

The administration recommends award of one (1) year contracts to the following vendors, in the amounts indicated: H.D. Supply & Waterworks, Inc., of Beaumont, \$459,846.37; Rural Pipe & Supply, Inc., of Jasper, \$1,040.00; Coburn's Inc., of Beaumont, \$360,754.50; ACT Pipe & Supply, Inc., of Beaumont; \$417,877.00; CPR/MDN, Inc., of New Caney; \$20,105.20. Total estimated contract value of \$1,259,623.07 represents an approximate \$87,122.53 (6.5%) reduction from the current contract.

FUNDING SOURCE

Water Utilities Fund.

RECOMMENDATION

Approval of resolution.

LOCAL BIDDER CONSIDERATION CLAIM FORM

Form Revised 4/1/13 /bd

Sections 271.905 and 271.9051 of the Texas Local Government Code authorize a municipality to consider a vendor's location in the determination of a bid award if the lowest bid received is from a business outside the municipality and contracting with a local bidder would provide the best combination of price and other economic benefits to the municipality. The City of Beaumont has determined that the allowable preference shall be applied to local vendor bids for the purposes of evaluation when in the best interest of the City to do so. This request form and any attachments must be submitted with bid package to be considered by the City of Beaumont. Questions should be addressed to the Purchasing Division at 409-880-3720. Exclusions to the local preference include those purchases that are: sole-source, emergency, federally-funded, cooperative contracts, Requests for Quote or Proposal, or via Interlocal Agreement as well as telecommunication services. The City reserves the right to accept or reject any bid or combination of bids.

The City requires the information below for consideration of a local bidder preference. (Information may be submitted in an attachment to this form.)

1) **Location Eligibility:** Principal place of business in Beaumont, Texas. Principal place of business is defined herein as: Business must own or lease a commercial building or space within the corporate city limits of Beaumont, which is used as a home base for 25% or more of its inventory and workforce. Business must be in operation for at least two (2) years. A location utilized solely as a post office box, mail drop, or telephone message center, and without any substantial work function or inventory, does not qualify.

a) If yes, identify name of Business/DBA, address, and business structure (sole proprietorship, partnership, corporation, or other).

Name of Business/DBA: ACT Pipe & Supply
 Address: 1405 Ashley St
 City: Beaumont State TX Zip 77701
 Business Structure: Sole Proprietorship Partnership Corporation
 Other _____

b) Name and city of residence of owner(s)/partners/corporate officers, as applicable.

Name: Harry Kirk CEO, Andy Zivnick
 City of Residence: Houston, Texas

2) **General Business Information:**

a) Year business established (Beaumont location) 2008
 b) Most recent property tax valuation of real and personal property. (Please attach.) \$ 800,000.00
 c) Annual taxable sales (originating in Beaumont). \$ 25 million
 d) Is business current on all property and sales taxes at the time of this claim? YES NO
 e) Total number of current employees: 9 Number of Beaumont-resident employees: 6

3) **Economic Development benefits resulting from award of this contract:**

a) Will award of this contract result in the employment/retention of residents of the City of Beaumont? YES NO
 b) Number of additional jobs created: 1 or retained for Beaumont resident-employees: 1
 c) Will subcontractors with principal places of business in the City of Beaumont be utilized? YES NO
 d) Local subcontractors utilized, if applicable. Name, location, and contract value for each.
 Name: _____
 Address: _____
 Contract Value: \$ _____
 e) Will award of this contract result in increased tax revenue to the City? YES NO
 f) If Yes, check types of taxes. Property Taxes Sales Taxes Hotel Occupancy Taxes
 g) Other economic development benefit deemed pertinent by applicant. _____



City of Beaumont
Beaumont, Texas

LOCAL BIDDER CONSIDERATION CERTIFICATION

Certificate of Information:

The undersigned does hereby affirm that the information supplied is true and correct as of the date hereof, under penalty of perjury.

City Bid Number/Quote for which the local preference is requested: BF 0616-24
City Bid or Quote Number

ACT Pipe & Supply
Print Bidder's Company Name

Rick Rasberry
Print Name of Bidder

[Signature]
Signature of Bidder

06/28/2016
Date

THE STATE OF TEXAS §
COUNTY OF JEFFERSON §

Appeared before me the above-named Rick Rasberry, known to me to be the same, and swore that the information provided in response to the foregoing questions are true and correct to the best of his/her knowledge and belief, this 28th day of June, 2016.



Heather D Hargraves
Notary Public, State of Texas
Heather D Hargraves
Printed Name
June 03, 2018
Commission Expires (Date)

Form Revised 4/1/13 /bd

RESOLUTION NO.

WHEREAS, bids were received for a one (1) year contract for purchasing couplings, pipe fittings, valves, fire hydrants and other related materials for use by the Water Utilities Department; and,

WHEREAS, H.D. Supply & Waterworks, Inc., of Beaumont, Texas, submitted a bid in the amount of \$459,846.37; Rural Pipe & Supply, of Jasper, Texas, submitted a bid in the amount of \$1,040.00; Coburn's, Inc., of Beaumont, Texas, submitted a bid in the amount of \$360,754.50; ACT Pipe & Supply, Inc., of Beaumont Texas, submitted a bid in the amount of \$417,877.00; and CPR/MDN, Inc., of New Caney, Texas, submitted a bid in the amount of \$20,105.20 as shown on Exhibit "A," attached hereto; and,

WHEREAS, City Council is of the opinion that the bids submitted by the five (5) vendors listed above, based upon submitted unit pricing, for an estimated total contract expenditure of \$1,259,623.07, should be accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE
CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the bids for a one (1) year contract for purchasing couplings, pipe fittings, valves, fire hydrants and other related materials for use by the Water Utilities Department submitted by the five (5) vendors listed above, based upon unit pricing for the various types of material, for an estimated total contract expenditure of \$1,259,623.07, in the amounts shown in Exhibit "A," attached hereto, be accepted by the City of Beaumont; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute contracts with the vendors listed above for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 26th day of July, 2016.

- Mayor Becky Ames -



CITY OF BEAUMONT, BEAUMONT, TEXAS
PURCHASING DIVISION BID TABULATION

Bid Name: ANNUAL CONTRACT FOR WATER DEPT. INVENTORY MATERIALS
 Bid Number: BF0616-26
 Bid Opening: 42551
 Contact Person: Robert J. Hollar, Buyer II
 rhollar@ci.beaumont.tx.us
 Phone: 409-880-3758

	HD SUPPLY Beaumont	COBURN'S BEAUMONT	RURAL PIPE & SUPPLY JASPER	ACT BEAUMONT	CPR/MDN NEW CANEY
SECTION-1 VALVE & METER BOXES	\$ 255,995.00	NO BID	\$ 278,554.00	\$ 252,113.00	\$ 250,311.50
SECTION-2 Fire Hydrants & Components	\$ 281,186.75	NO BID	\$ 346,333.90	NO BID	\$ 376,135.85
SECTION-3 MECHANICAL JOINT RESTRAINER	\$ 42,739.20	\$ 42,437.00	\$ 51,366.80	\$ 42,916.90	\$ 44,073.50
SECTION-4 MANHOLES & COMPONENTS	\$ 40,265.40	\$ 38,905.50	\$ 39,833.70	\$ 43,515.30	\$ 38,918.10
SECTION-5 BRONZE SERVICE SADDLES	\$ 18,276.25	\$ 18,569.50	\$ 18,979.40	\$ 19,347.90	\$ 18,474.70
SECTION-6 COUPLINGS	\$ 49,471.60	\$ 48,658.50	\$ 50,865.60	\$ 49,972.30	\$ 50,627.70
SECTION-7 CLAMPS	\$ 85,835.20	\$ 80,853.50	\$ 106,865.80	\$ 85,890.10	\$ 87,704.00
SECTION-8 MJ FITTINGS	\$ 22,265.25	\$ 21,772.00	\$ 22,629.40	\$ 24,415.90	\$ 23,971.90
SECTION 9 -TAPPING SLEEVES	\$ 26,279.60	\$ 24,265.00	\$ 27,583.10	\$ 26,271.60	\$ 26,414.00
SECTION- 10 BRASS PIPE FITTINGS	\$ 104,302.00	\$ 103,863.00	\$ 107,201.00	\$ 118,360.80	\$ 108,736.60
SECTION-11 BRASS VALVES (FULL PORT)	\$ 172,837.50	\$ 172,845.00	\$ 175,346.00	\$ 165,764.00	\$ 177,719.00
SECTION 12 - VALVES DUCTILE IRON	\$ 81,445.57	\$ 91,585.00	\$ 93,601.55	\$ 84,362.95	\$ 113,005.05
SECTION 13 - WATER METERS & COMPONENTS	\$ 78,937.80	NO BID	\$ 103,945.00	NO BID	NO BID
SECTION 14 - POLY TUBING	\$ 1,335.00	\$ 1,475.00	\$ 1,040.00	\$ 1,345.00	\$ 1,160.00
SECTION 15 - POLY PIPE MATERIALS	\$ 36,876.75	\$ 40,245.00	\$ 48,378.05	NO BID	\$ 20,105.20
Total Award	\$ 459,846.37	\$ 360,754.50	\$ 1,040.00	\$ 417,877.00	\$ 20,105.20
Total Bid					\$ 1,259,623.07

EXHIBIT "A"