BEAUMONT
TEXAS

REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS OCTOBER 18, 2016 1:30 P.M.

CONSENT AGENDA

* Approval of minutes – October 11, 2016

* Confirmation of committee appointments

A) Approve compensation for the City Clerk

B) Authorize the City Manager to reject an Earnest Money Contract for the sale of 125 Magnolia Avenue

C) Approve an annual contract for the purchase of lime slurry from LaHoist North America, Inc. of LaPorte for use by the Streets and Drainage Division

A

October 18, 2016

Approve compensation for the City Clerk

The City Clerk, Tina Broussard, will receive $8,416.67 per month in base wages. The City of Beaumont will make an annual contribution of $12,000 to the International City/County Management Association's Deferred Compensation Program on her behalf. The City Clerk will receive an administrative allowance of $100.00 per month. All other benefits extended to civilian employees will continue to be provided as well.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the base wages of the City Clerk, Tina Broussard, will be $8,416.67 per month. She is to also receive an administrative allowance of $100 per month. The City of Beaumont will make an annual contribution of $12,000 to the International City/County Management Association's Deferred Compensation Program on her behalf.

NOTWITHSTANDING the foregoing compensation and benefits, all other compensation, benefits, terms and conditions of employment with the City of Beaumont shall be pursuant to City policy and the Charter of the City of Beaumont, as with other civilian employees.

This resolution shall be effective immediately upon passage.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 18th day of October, 2016.

_____

- Mayor Becky Ames -

B

BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: October 18, 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.

NAI Wheeler 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 BMG Realty, LLC with a cash offer in the amount of $150,000.00. The property was listed on the market for $225,000.

FUNDING SOURCE
Not applicable.

RECOMMENDATION
Approval of resolution.

TEXAS ASSOCIATION OF REALTORS®

COMMERCIAL CONTRACT - IMPROVED PROPERTY

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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, a municipal corporation

Address: 801 Main St, Beaumont, TX. 77701
Phone: (409)880-3152 E-mail: ahardy@beaumonttexas.gov
Fax: _____ Other: _____

Buyer: BMG Realty, LLC, a Texas Limited Liability Corporation

Address: 2467 Calder St, Beaumont, TX 77702-1919
Phone: (409)782-4942 E-mail: dtalbot83@gmail.com
Fax: _____ Other: _____

2. PROPERTY:

A. "Property" means that real property situated in Jefferson County, Texas at 125 Magnolia, Beaumont, TX 77701 *(address)* and that is legally described on the attached Exhibit A or as follows:

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 . . . . . $ 150,000.00
B. Sum of all financing described in Paragraph 4 . . . . . $ _____
C. Sales price (sum of 3A and 3B) . . . . . $ 150,000.00

Wheeler Commercial, 470 Orleans Street, 12th Floor Beaumont, TX 77701
Phone: 409-899-3300 Fax: 409-899-3301 Lee Wheeler

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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 $ 10,000.00 as earnest money with Texas Regional Title Company (title company) at 3195 Dowlen, Ste 108 Beaumont, TX 77706 (address) Molly Mallet (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 20 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 20 days after the effective date:

☐ (1) Buyer will 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 5 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 30 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 _____ days after the effective date, Seller will deliver to Buyer: *(Check all that apply.)*

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- ☐ (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: KenWheel, Inc. d/b/a	**Cooperating Broker:**
Wheeler Commercial	
Agent: Lee Y. Wheeler, III	Agent:
Address: 470 Orleans, 12th FL	Address:
Beaumont, TX. 77701	
Phone & Fax: (409)899-3300	Phone & Fax:
E-mail: lwheeler@wheeler-commercial.com	E-mail:
License No.: 579943	License No.:

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:
☒ 3.000 % of the sales price.
☐ _____.

Cooperating Broker a total cash fee of:
☐ _____ % of the sales price.
☐ _____.

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.)*

Seller agrees to abandon the alleyway on the North side of the building. Such abandonment will run the entire depth of the subject property with standard city abandonment rules governing who gets title to the property. Closing is subject to such abandonment being completed.

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 disbursal 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) _____

_____ .

(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 _____, 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, a municipal corporation	**Buyer:** BMG Realty, LLC, a Texas Limited Liability Corporation
By: _____	By: _____
By (signature): _____	By (signature): DocuSigned by: Dean Talbot
Printed Name: Kyle Hayes	Printed Name: Dean Talbot
Title: City Manager	Title: Manager
By: _____	By: _____
By (signature): _____	By (signature): _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____

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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: _____
Address: _____	Address: _____
Phone & Fax: _____	Phone & Fax: _____
E-mail: _____	E-mail: _____
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 $_____ in the form of _____ on _____ .

Title company: Texas Regional Title Company	Address: 3195 Dowlen Rd., Ste 108 Beaumont, TX. 77706
By: _____	Phone & Fax: (409)861-7300
Assigned file number (GF#): _____	E-mail: molly.mallet@texasregional.com

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DocuSign Envelope ID: 41E7CDCD-8A66-428F-8E07-BBDCB66E8931

EXHIBIT A

BEING a 1.125 acre tract of land being out of and a part of that certain TARM Properties, L.L.C. called 1.210 acre tract of land, more fully described as Tract 2 recorded in Clerk's File No. 2005038589 of the Official Public Records of Jefferson County, Texas. Said 1.125 acre tract of land being situated in the Noah Tevis League, Abstract No. 42, Jefferson County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod found at the Northwest corner of said 1.210 acre tract, same being the most Westerly Northeast corner of that certain Tideland Specialty, Ltd. called 11.4488 acre tract of land, more fully described and recorded in Clerk's File No. 2002046131 and being in the South line of South Street (30 feet wide right-of-way);

THENCE North 69 deg. 07 min. 36 sec. East along and with the North line of said 1.210 acre tract, same being the South line of said South Street, a distance of 408.98 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" found in a curve at the Northwest corner of that certain City of Beaumont called 0.264 acre tract of land, more fully described as Parcel "B" recorded in Clerk's File No. 2009044503 of said Official Public Records;

THENCE in a Southwesterly direction along and with the West line of said 0.264 acre tract and curve to the right, having a delta angle of 9 deg. 42 min. 23 sec., a radius of 385.00 feet, a long chord that bears South 14 deg. 16 min. 19 sec. West, a distance of 65.14 feet and an arc length of 65.22 feet to 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" set for corner at the end of said curve and the beginning of a reverse curve;

THENCE in a Southwesterly direction continuing along and with the West line of said 0.264 acre tract and reverse curve to the left, having a delta angle of 12 deg. 29 min. 08 sec., a radius of 455.00 feet, a long chord that bears South 12 deg. 52 min. 56 sec. West, a distance of 98.96 feet and an arc length of 99.15 feet to a 5/8 inch iron rod with cap stamped "WORTECH SURVEYORS" set at the Southwest corner of said 0.264 acre tract and being in the South line of said 1.21 O acre tract, same being a North line of said 11.4488 acre tract;

THENCE South 69 deg. 07 min. 36 sec. West along and with the South line of said 1.210 acre tract, same being a North line of said 11.4488 acre tract, a distance of 316.72 feet to a ½ inch iron rod found at the Southwest corner of said 1.21O acre tract, same being an Ell corner of said 11.4488 acre tract;

THENCE North 20 deg. 46 min. 39 sec. West along and with the West line of said 1.21O acre tract, same being the most Westerly East line of said 11.4488 acre tract, a distance of 135.54 feet to the POINT OF BEGINNING, containing 1.125 acres of land, more or less.

DS

Seller

Buyer

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EQUAL HOUSING OPPORTUNITY

APPROVED BY THE TEXAS REAL ESTATE COMMISSION 10-10-11

ADDENDUM FOR SELLER'S DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS AS REQUIRED BY FEDERAL LAW

CONCERNING THE PROPERTY AT 125 Magnolia Beaumont
(Street Address and City)

A. LEAD WARNING STATEMENT: "Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-paint hazards is recommended prior to purchase."

NOTICE: Inspector must be properly certified as required by federal law.

B. SELLER'S DISCLOSURE:

1. PRESENCE OF LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS (check one box only):
   - ☐ (a) Known lead-based paint and/or lead-based paint hazards are present in the Property (explain): _____
   - ☒ (b) Seller has no actual knowledge of lead-based paint and/or lead-based paint hazards in the Property.
2. RECORDS AND REPORTS AVAILABLE TO SELLER (check one box only):
   - ☐ (a) Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Property (list documents): _____
   - ☒ (b) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the Property.

C. BUYER'S RIGHTS (check one box only):

- ☐ 1. Buyer waives the opportunity to conduct a risk assessment or inspection of the Property for the presence of lead-based paint or lead-based paint hazards.
- ☒ 2. Within ten days after the effective date of this contract, Buyer may have the Property inspected by inspectors selected by Buyer. If lead-based paint or lead-based paint hazards are present, Buyer may terminate this contract by giving Seller written notice within 14 days after the effective date of this contract, and the earnest money will be refunded to Buyer.

D. BUYER'S ACKNOWLEDGMENT (check applicable boxes):

- ☐ 1. Buyer has received copies of all information listed above.
- ☒ 2. Buyer has received the pamphlet Protect Your Family from Lead in Your Home.

E. BROKERS' ACKNOWLEDGMENT: Brokers have informed Seller of Seller's obligations under 42 U.S.C. 4852d to: (a) provide Buyer with the federally approved pamphlet on lead poisoning prevention; (b) complete this addendum; (c) disclose any known lead-based paint and/or lead-based paint hazards in the Property; (d) deliver all records and reports to Buyer pertaining to lead-based paint and/or lead-based paint hazards in the Property; (e) provide Buyer a period of up to 10 days to have the Property inspected; and (f) retain a completed copy of this addendum for at least 3 years following the sale. Brokers are aware of their responsibility to ensure compliance.

F. CERTIFICATION OF ACCURACY: The following persons have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

DocuSigned by: Dean Talbot 9/28/2016 | 08:28 CDT
AA8538FE849F4CB...

Buyer Dean Talbot	Date	Seller Kyle Hayes	Date
Buyer	Date	Seller	Date
Other Broker	Date	Listing Broker Lee Y. Wheeler, III (DocuSigned by: 9/28/2016 | 09:58 CDT)	Date

The form of this addendum has been approved by the Texas Real Estate Commission for use only with similarly approved or promulgated forms of contracts. Such approval relates to this contract form only. TREC forms are intended for use only by trained real estate licensees. No representation is made as to the legal validity or adequacy of any provision in any specific transactions. It is not suitable for complex transactions. Texas Real Estate Commission, P.O. Box 12188, Austin, TX 78711-2188, 512-936-3000 (http://www.trec.texas.gov)

Wheeler Commercial, 470 Orleans Street, 12th Floor Beaumont, TX 77701 Phone: 409-899-3300 Fax: 409-899-3301
Lee Wheeler
Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com
BMG Realty Offer

DocuSign Envelope ID: 41E7CDCD-8A66-428F-8E07-BBDCB66E8931

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; however, contract revenue refunding bonds have been approved by the District's Board in the following original amounts Series 2003 - $4,995,000. 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, however, the current principal amounts of contract revenue refunding bonds outstanding are as follows: Series 2003 Contract Revenue Refunding Bonds - $950,000. The contract revenue refunding bonds are serviced through taxes collected for maintenance and operating. Funds from maintenance and operating are transferred to debt service for annual installments toward payment of the contract revenue refunding bonds. No separate tax is collected for contract revenue refunding bonds.

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 as follows:
See Exhibit A

_____ _____

Date (Seller)

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 acknowledges 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.

9/28/2016 | 08:28 CDT

Date

DocuSigned by:
Dean Talbot
(Buyer) A8538FE849F4CB...

EQUAL HOUSING OPPORTUNITY

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.

KenWheel, Inc. dba Wheeler Commercial	579943	lwheeler@wheeler-commercial.com	(409)899-3300
Licensed Broker/Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Lee Y. Wheeler, III	467055	lwheeler@wheeler-commercial.com	(409)899-3300
Designated Broker of Firm	License No.	Email	Phone
Lee Y. Wheeler, III	467055	lwheeler@wheeler-commercial.com	(409)899-3300
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Lee Y. Wheeler, III	467055	lwheeler@wheeler-commercial.com	(409)899-3300
Sales Agent/Associate's Name	License No.	Email	Phone

9/28/2016 | 08:28 CDT DS DT

Buyer/Tenant/Seller/Landlord Initials _____ Date _____

Regulated by the Texas Real Estate Commission **Information available at www.trec.texas.gov**

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 BMG Realty, LLC for the sale of property and improvements located at 125 Magnolia Avenue.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 18th day of October, 2016.

_____

- Mayor Becky Ames -

C

BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: October 18, 2016

REQUESTED ACTION: Council consider a resolution approving an annual contract for the purchase of lime slurry from LaHoist North America, Inc., of La Porte, Texas, in the estimated amount of $105,000 for use by the Streets and Drainage Division.

BACKGROUND

Bids were requested for an annual contract to provide lime slurry in liquid form, which is used by the Streets and Drainage Division to stabilize soil in road construction.

Three (3) vendors were notified and two (2) responses were received. LaHoist North America, Inc., was the low bidder and has held this contract for several years. Bids were based on 600 tons of lime slurry. The bid amount represents an approximate $7.00 per ton (4.2%) increase over the current contract pricing. There are no local suppliers of this product.

Bid tabulation is as follows:

Vendor	Estimated Tons	Unit Price	Total Estimated Cost
LaHoist, N.A., La Porte, TX	600	$175/Ton	$105,000.00
U.S. Lime Co., Dallas, TX	600	$200/Ton	$120,000.00
Cleveland Asphalt Co., Cleveland, TX	600	No Response	

FUNDING SOURCE

General Fund - Streets and Drainage Operating Budget.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, bids were solicited for an annual contract for the purchase of lime slurry for use by the Streets and Drainage Division; and,

WHEREAS, LaHoist North America, Inc., of La Porte, Texas, submitted a bid in the amount of $175 per ton for an estimated cost of $105,000; and,

WHEREAS, City Council is of the opinion that the bid submitted by LaHoist North America, Inc., of La Porte, 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 LaHoist North America, Inc., of La Porte, Texas, for an annual contract for the purchase of lime slurry for use by the Streets and Drainage Division, in the amount of $175 per ton for an estimated cost of $105,000 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 LaHoist North America, Inc., of La Porte, Texas, for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 18th day of October, 2016.

_____

- Mayor Becky Ames -

BEAUMONT
TEXAS

REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS OCTOBER 18, 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 1-3/Consent Agenda
* Consent Agenda

GENERAL BUSINESS

1. Consider a resolution authorizing the City Manager to award a bid to MK Constructors, Inc., of Vidor for the construction of the Northwest Parkway Project (From Major Drive to Parkdale Mall Loop)

2. Consider a resolution authorizing the City Manager to execute an agreement with CDM Smith, Inc. of Houston to continue management of the Municipal Separate Storm Sewer System (MS4) Permit for the City of Beaumont for Fiscal Year 2017

3. Consider a resolution authorizing the City Manager to sign all documents necessary for the City of Beaumont to receive funding through the Department of Homeland Security 2016 Port Security Grant Program (PSGP)

COMMENTS

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

EXECUTIVE SESSION

* Consider matters related to employment, evaluation and duties of a public officer or employee in accordance with Section 551.074 of the Government Code, to wit:

  City Attorney – Tyrone E. Cooper

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.

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October 18, 2016

Consider a resolution authorizing the City Manager to award a bid to MK Constructors, Inc., of Vidor for the construction of the Northwest Parkway Project (From Major Drive to Parkdale Mall Loop)

BEAUMONT
TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: October 18, 2016

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to award a bid to MK Constructors, Inc., of Vidor, Texas in the amount of $12,109,789.38 for the Construction of Northwest Parkway (From Major Drive to Parkdale Mall Loop) Project Bid No. PW0516-13.

BACKGROUND

Northwest Parkway will connect Parkdale Mall with Major Drive, Folsom Drive and Old Dowlen Road. The connection with Major Drive will be through Homsar Boulevard and the connection with Folsom Drive will be through Pointe Parkway. The new four (4) lane roadway will relieve traffic congestion on Dowlen Road by providing alternate routes to the City's major thoroughfares.

On September 22, 2016, five (5) formal bids were received. The bid totals are shown in the table below with the unit cost tabulation attached.

Contractor	Location	Bid
MK Constructors	Vidor, Texas	$12,109,789.38
Brystar Contracting, Inc.	Beaumont, Texas	$13,445,330.23
APAC	Beaumont, Texas	$14,709,201.06
ALLCO	Beaumont, Texas	$14,762,879.42
L&L General Contractors	Beaumont, Texas	$16,102,090.53

On October 12, 2016, City staff and the City's engineering consultant, Chica and Associates, Inc., met with MK Constructors, Inc., representatives to discuss initial concerns regarding their bid amount being significantly lower than the estimated construction cost and their ability to complete the project within budget. MK Constructors, Inc. provided a concise plan of construction and explained how their planned construction methods will result in lower costs. Following this meeting Chica and Associates, Inc., provided the City with a letter recommending award to MK Constructors, Inc. Public Works Engineering is in agreement with the consultant's recommendation.

FUNDING SOURCE
Beaumont Municipal Airport Oil and Gas Revenues and Capital Program.

RECOMMENDATION
Approval of resolution.

Chica & Associates, Inc.
Consulting Engineers

October 12, 2016

City of Beaumont
Zheng Tan
City Engineer
801 Main Street, Suite 210
Beaumont, TX 77701

Re: Northwest Parkway Bidder Recommendation (PW0516-13)

Mr. Tan,

Today we met with MK Constructors and City representatives to discuss the Northwest Parkway bids. For this project, MK Constructors were the low bid at $12,109,789.38. This bid was well below our engineering estimate of $16,100,000.00 by approximately 25%. At this meeting, we voiced our concerns over the price difference between them and the second lowest bidder ($1,335,540.85.00) and the concerns for their ability to complete this job (due to the complexity, time frame, and at their proposed bid). We also discussed the need for zero to minimal change orders on this project. MK agreed and made a verbal note that they "See no issues on this project".

During this meeting MK Constructors, Inc. answered clearly and concisely every question that was imposed. They gave us their individual qualifications and verbally discussed what factors each lead personnel could provide. During this discussion all members of team displayed confidence that they could competently complete this project.

We recognize, that in the past, the City of Beaumont has worked with multiple members of MK's team with no issues. Once reviewing all the information received during the meeting with the lowest bidder, we feel comfortable in recommending MK Constructors, Inc.

Thank you,

Robert Balfour, P.E. 70703
Chica and Associates, Inc.
505 Orleans Street, Suite 106
Beaumont, Texas, 77701

RESOLUTION NO.

WHEREAS, bids were solicited for a contract for the construction of Northwest Parkway Project (from Major Drive to Parkdale Mall Loop); and,

WHEREAS, MK Constructors, of Vidor, Texas, submitted the lowest bid in the amount of $12,109,789.38 in the unit amounts shown on Exhibit "A," attached hereto; and,

WHEREAS, City Council is of the opinion that the bid submitted by 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 MK Constructors, of Vidor, Texas, in the amount of $12,109,789.38 for a contract for the Northwest Parkway Project (from Major Drive to Parkdale Mall Loop) 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 MK Constructors, of Vidor, Texas, for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 18th day of October, 2016.

_____

- Mayor Becky Ames -

CITY OF BEAUMONT
BID TABULATION
CONSTRUCTION OF NORTHWEST PARKWAY
(FROM MAJOR DRIVE TO PARKDALE MALL LOOP)
PAVEMENT & DRAINAGE ITEMS

PROJECT NUMBER : PW0516-13

BIDS RECEIVED : SEPTEMBER 22, 2016

Item No.	Item Code	Description	Estimated Quantity	Unit	MK CONSTRUCTORS		BRYSTAR CONTRACTING, INC.		APAC		ALLCO		L&L GENERAL CONTRACTORS	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price *	Total *
100	2002	PREPARING ROW	103.8	STA	$ 560.00	$ 58,128.00	$ 3,000.00	$ 311,400.00	$ 4,300.00	$ 446,340.00	$ 2,150.00	$ 223,170.00	$ 516.59	$ 53,621.55
104	2009	REMOVING CONC (RIPRAP)	364	SY	$ 16.00	$ 5,824.00	$ 10.00	$ 3,640.00	$ 8.25	$ 3,003.00	$ 15.00	$ 5,460.00	$ 8.03	$ 2,924.08
104	2015	REMOVING CONC (SIDEWALKS)	197	SY	$ 14.00	$ 2,758.00	$ 7.00	$ 1,379.00	$ 7.50	$ 1,477.50	$ 7.00	$ 1,379.00	$ 8.17	$ 1,608.74
104	2022	REMOVING CONC (CURB AND GUTTER)	329	LF	$ 14.00	$ 4,606.00	$ 6.00	$ 1,974.00	$ 12.50	$ 4,112.50	$ 18.00	$ 5,922.00	$ 29.26	$ 9,626.54
110	2001	EXCAVATION (ROADWAY)	47763	CY	$ 7.50	$ 358,222.50	$ 10.00	$ 477,630.00	$ 10.99	$ 524,915.37	$ 15.00	$ 716,445.00	$ 13.99	$ 668,280.79
110	2002	EXCAVATION (CHANNEL)	20740	CY	$ 8.00	$ 165,920.00	$ 10.00	$ 207,400.00	$ 13.00	$ 269,620.00	$ 11.00	$ 228,140.00	$ 20.80	$ 431,416.89
132	2002	EMBANKMENT (FINAL)(DENS CONT)(TY A)	7628	CY	$ 10.00	$ 76,280.00	$ 19.00	$ 144,932.00	$ 19.00	$ 144,932.00	$ 30.00	$ 228,840.00	$ 12.64	$ 96,379.78
162	2002	BLOCK SODDING	6396	SY	$ 4.50	$ 28,782.00	$ 3.50	$ 22,386.00	$ 4.10	$ 26,223.60	$ 6.50	$ 41,574.00	$ 5.32	$ 34,026.72
164	2003	BROADCAST SEED (PERM) (RURAL) (CLAY)	57581	SY	$ 0.15	$ 8,637.15	$ 0.10	$ 5,758.10	$ 0.12	$ 6,909.72	$ 0.34	$ 19,577.54	$ 0.16	$ 9,189.93
164	2009	BROADCAST SEED (TEMP) (WARM)	14395	SY	$ 0.15	$ 2,159.25	$ 0.10	$ 1,439.50	$ 0.12	$ 1,727.40	$ 0.34	$ 4,894.30	$ 0.16	$ 2,297.44
164	2011	BROADCAST SEED (TEMP) (COOL)	14395	SY	$ 0.15	$ 2,159.25	$ 0.10	$ 1,439.50	$ 0.12	$ 1,727.40	$ 0.34	$ 4,894.30	$ 0.16	$ 2,297.44
164	2024	CELL FBR MLCH SEED(PERM)(RURAL)(CLAY)	4	AC	$ 1,400.00	$ 5,600.00	$ 1,700.00	$ 6,800.00	$ 1,220.00	$ 4,880.00	$ 1,700.00	$ 6,800.00	$ 1,596.00	$ 6,384.00
168	2001	VEGETATIVE WATERING	703	MG	$ 11.00	$ 7,733.00	$ 52.00	$ 36,556.00	$ 18.00	$ 12,654.00	$ 66.00	$ 46,398.00	$ 46.55	$ 32,724.65
260	2006	LIME TRT (EXST MATL) (6")	70979	SY	$ 3.00	$ 212,937.00	$ 3.50	$ 248,426.50	$ 2.75	$ 195,192.25	$ 6.00	$ 425,874.00	$ 5.59	$ 396,488.69
260	2043	LIME (HYD, COM OR QK)(SLURRY)	1149.7	TON	$ 194.00	$ 223,041.80	$ 190.00	$ 218,443.00	$ 195.00	$ 224,191.50	$ 175.00	$ 201,197.50	$ 256.03	$ 294,351.94
276	2170	CEM TRT(PLNT MX) (CL L)(TY A)(GR 2)(6")	67595	SY	$ 12.00	$ 811,140.00	$ 16.00	$ 1,081,520.00	$ 15.00	$ 1,013,925.00	$ 20.00	$ 1,351,900.00	$ 19.66	$ 1,328,741.95
276	2170	CEM TRT(PLNT MX) (CL L)(TY A)(GR 2)(12")	502	SY	$ 30.00	$ 15,060.00	$ 35.00	$ 17,570.00	$ 40.50	$ 20,331.00	$ 56.00	$ 28,112.00	$ 73.75	$ 37,021.75
340	2104	D-GR HMA(METH) TY-D SAC-B PG64-22	3780	TON	$ 120.00	$ 453,600.00	$ 120.00	$ 453,600.00	$ 85.00	$ 321,300.00	$ 121.00	$ 457,380.00	$ 146.30	$ 553,014.00
360	2018	CURB (TYPE II)	36511	LF	$ 4.00	$ 146,044.00	$ 3.70	$ 135,090.70	$ 10.00	$ 365,110.00	$ 4.00	$ 146,044.00	$ 4.63	$ 168,987.51
360	2026	CONC PAV (JOINT REINF)(10")	64587	SY	$ 54.00	$ 3,487,698.00	$ 59.00	$ 3,810,633.00	$ 51.50	$ 3,326,230.50	$ 56.00	$ 3,616,872.00	$ 62.91	$ 4,063,103.58
360	****	CURB (TYPE B)	751	LF	$ 6.00	$ 4,506.00	$ 8.50	$ 6,383.50	$ 22.00	$ 16,522.00	$ 15.00	$ 11,265.00	$ 33.25	$ 24,970.75
400	2001	STRUCT EXCAV	16271	CY	$ 8.00	$ 130,168.00	$ 3.00	$ 48,813.00	$ 5.45	$ 88,676.95	$ 0.01	$ 162.71	$ 6.16	$ 100,195.19
400	2005	CEM STABIL BKFL	7633.4	CY	$ 55.00	$ 419,837.00	$ 42.00	$ 320,602.80	$ 46.50	$ 354,953.10	$ 57.00	$ 435,103.80	$ 52.67	$ 402,035.91
402	2001	TRENCH EXCAVATION PROTECTION	7024	LF	$ 1.00	$ 7,024.00	$ 3.00	$ 21,072.00	$ 9.10	$ 63,918.40	$ 0.01	$ 70.24	$ 1.33	$ 9,341.92
416	2002	DRILL SHAFT (24 IN)	424	LF	$ 166.00	$ 70,384.00	$ 110.00	$ 46,640.00	$ 355.00	$ 150,520.00	$ 255.00	$ 108,120.00	$ 332.50	$ 140,980.00
416	2032	DRILL SHAFT (TRF SIG POLE) (36 IN)	235	LF	$ 211.00	$ 49,585.00	$ 560.00	$ 131,600.00	$ 570.00	$ 133,950.00	$ 307.00	$ 72,145.00	$ 399.00	$ 93,765.00
432	2035	RIPRAP (CONC)(6 IN)	416.8	CY	$ 421.00	$ 175,472.80	$ 500.00	$ 208,400.00	$ 480.93	$ 200,451.62	$ 360.00	$ 150,048.00	$ 545.30	$ 227,281.04
462	2002	CONC BOX CULV (3 FT X 3 FT)	300	LF	$ 150.00	$ 45,000.00	$ 180.00	$ 54,000.00	$ 135.00	$ 40,500.00	$ 130.00	$ 39,000.00	$ 154.71	$ 46,411.68
462	2004	CONC BOX CULV (4 FT X 3 FT)	350	LF	$ 178.00	$ 62,300.00	$ 210.00	$ 73,500.00	$ 155.00	$ 54,250.00	$ 148.00	$ 51,800.00	$ 177.63	$ 62,172.18
462	2007	CONC BOX CULV (5 FT X 3 FT)	440	LF	$ 246.00	$ 108,240.00	$ 250.00	$ 110,000.00	$ 195.00	$ 85,800.00	$ 185.00	$ 81,400.00	$ 221.37	$ 97,400.69
462	2010	CONC BOX CULV (6 FT X 3 FT)	264	LF	$ 267.00	$ 70,488.00	$ 270.00	$ 71,280.00	$ 235.00	$ 62,040.00	$ 211.00	$ 55,704.00	$ 271.04	$ 71,554.74
462	2011	CONC BOX CULV (6 FT X 4 FT)	288	LF	$ 290.00	$ 83,520.00	$ 285.00	$ 82,080.00	$ 251.00	$ 72,288.00	$ 227.00	$ 65,376.00	$ 290.07	$ 83,541.02
462	2025	CONC BOX CULV (9 FT X 6 FT)	520	LF	$ 472.00	$ 245,440.00	$ 455.00	$ 236,600.00	$ 388.00	$ 201,760.00	$ 331.00	$ 172,120.00	$ 448.69	$ 233,318.18
462	2061	CONC BOX CULV (9 FT X 3 FT)	131	LF	$ 421.00	$ 55,151.00	$ 395.00	$ 51,745.00	$ 383.00	$ 50,173.00	$ 366.00	$ 47,946.00	$ 442.37	$ 57,950.64
464	2003	RC PIPE (CL III)(18 IN)	2322	LF	$ 48.00	$ 111,456.00	$ 45.00	$ 104,490.00	$ 42.00	$ 97,524.00	$ 51.00	$ 118,422.00	$ 48.36	$ 112,289.13
464	2005	RC PIPE (CL III)(24 IN)	2107	LF	$ 51.00	$ 107,457.00	$ 48.00	$ 101,136.00	$ 32.00	$ 67,424.00	$ 53.00	$ 111,671.00	$ 35.76	$ 75,354.12
464	2006	RC PIPE (CL III)(27 IN)	356	LF	$ 79.00	$ 28,124.00	$ 65.00	$ 23,140.00	$ 63.00	$ 22,428.00	$ 60.00	$ 21,360.00	$ 72.56	$ 25,833.07
464	2007	RC PIPE (CL III)(30 IN)	1869	LF	$ 79.00	$ 147,651.00	$ 65.00	$ 121,485.00	$ 63.50	$ 118,681.50	$ 67.00	$ 125,223.00	$ 72.56	$ 135,623.61
464	2009	RC PIPE (CL III)(36 IN)	1329	LF	$ 94.00	$ 124,926.00	$ 80.00	$ 106,320.00	$ 79.00	$ 104,991.00	$ 78.00	$ 103,662.00	$ 91.21	$ 121,219.95
464	2010	RC PIPE (CL III)(42 IN)	715	LF	$ 113.00	$ 80,795.00	$ 98.00	$ 70,070.00	$ 91.00	$ 65,065.00	$ 92.00	$ 65,780.00	$ 104.91	$ 75,010.94
464	2011	RC PIPE (CL III)(48 IN)	872	LF	$ 140.00	$ 122,080.00	$ 120.00	$ 104,640.00	$ 116.00	$ 101,152.00	$ 107.00	$ 93,304.00	$ 133.78	$ 116,660.26
464	2012	RC PIPE (CL III)(54 IN)	637	LF	$ 183.00	$ 116,571.00	$ 150.00	$ 95,550.00	$ 149.00	$ 94,913.00	$ 134.00	$ 85,358.00	$ 171.97	$ 109,544.25
464	2013	RC PIPE (CL III)(60 IN)	40	LF	$ 205.00	$ 8,200.00	$ 200.00	$ 8,000.00	$ 202.00	$ 8,080.00	$ 152.00	$ 6,080.00	$ 233.53	$ 9,341.39
465	2001	INLET (COMPL)(TY C)	69	EA	$ 4,144.00	$ 285,936.00	$ 3,900.00	$ 269,100.00	$ 6,075.00	$ 419,175.00	$ 4,190.00	$ 289,110.00	$ 7,022.40	$ 484,545.60
465	2002	INLET (COMPL)(TY E)	68	EA	$ 1,252.00	$ 85,136.00	$ 1,280.00	$ 87,040.00	$ 1,645.00	$ 111,860.00	$ 1,620.00	$ 110,160.00	$ 1,901.90	$ 129,329.20
465	2006	MANH (COMPL)(JUNCT BOX)(TY M)	10	EA	$ 6,339.00	$ 63,390.00	$ 4,800.00	$ 48,000.00	$ 11,008.00	$ 110,080.00	$ 5,163.00	$ 51,630.00	$ 12,728.10	$ 127,281.00
465	2081	INLET (COMPL)(GRATE)(TY 1)	14	EA	$ 3,063.00	$ 42,882.00	$ 2,700.00	$ 37,800.00	$ 3,165.00	$ 44,310.00	$ 3,000.00	$ 42,000.00	$ 3,657.50	$ 51,205.00
466	2049	WINGWALL (PW)(HW=5 FT)	4	EA	$ 18,100.00	$ 72,400.00	$ 16,000.00	$ 64,000.00	$ 34,600.00	$ 138,400.00	$ 21,340.00	$ 85,360.00	$ 39,900.00	$ 159,600.00
466	2050	WINGWALL (PW)(HW=6 FT)	2	EA	$ 22,500.00	$ 45,000.00	$ 20,000.00	$ 40,000.00	$ 40,300.00	$ 80,600.00	$ 25,720.00	$ 51,440.00	$ 46,550.00	$ 93,100.00
466	2052	WINGWALL (PW)(HW=8 FT)	2	EA	$ 34,900.00	$ 69,800.00	$ 32,000.00	$ 64,000.00	$ 50,700.00	$ 101,400.00	$ 42,372.00	$ 84,744.00	$ 58,520.00	$ 117,040.00
466	2129	HEADWALL (CH-PW-0)(DIA= 36 IN)	2	EA	$ 14,850.00	$ 29,700.00	$ 12,000.00	$ 24,000.00	$ 29,900.00	$ 59,800.00	$ 16,570.00	$ 33,140.00	$ 34,580.00	$ 69,160.00
466	2133	HEADWALL (CH-PW-0)(DIA= 60 IN)	1	EA	$ 24,237.00	$ 24,237.00	$ 23,000.00	$ 23,000.00	$ 50,700.00	$ 50,700.00	$ 28,680.00	$ 28,680.00	$ 58,520.00	$ 58,520.00
496	2004	REMOV STR (SET)	1	EA	$ 555.00	$ 555.00	$ 300.00	$ 300.00	$ 400.00	$ 400.00	$ 270.00	$ 270.00	$ 458.85	$ 458.85
496	2007	REMOV STR (PIPE)	329	LF	$ 25.00	$ 8,225.00	$ 8.00	$ 2,632.00	$ 6.50	$ 2,138.50	$ 6.00	$ 1,974.00	$ 7.32	$ 2,406.64
500	2001	MOBILIZATION	1	LS	$ 298,399.53	$ 298,399.53	$ 700,000.00	$ 700,000.00	$ 977,000.00	$ 977,000.00	$ 893,000.00	$ 893,000.00	$ 550,000.00	$ 550,000.00

EXHIBIT "A"

CITY OF BEAUMONT
BID TABULATION
CONSTRUCTION OF NORTHWEST PARKWAY
(FROM MAJOR DRIVE TO PARKDALE MALL LOOP)
PAVEMENT & DRAINAGE ITEMS

PROJECT NUMBER : PW0516-13

BIDS RECEIVED : SEPTEMBER 22, 2016

Item No.	Item Code	Description	Estimated Quantity	Unit	MK CONSTRUCTORS		BRYSTAR CONTRACTING, INC.		APAC		ALLCO		L&L GENERAL CONTRACTORS	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price *	Total *
502	2001	BARRICADES, SIGNS AND TRAFFIC HANDLING	18	MO	$ 1,204.00	$ 21,672.00	$ 800.00	$ 14,400.00	$ 1,100.00	$ 19,800.00	$ 6,500.00	$ 117,000.00	$ 1,331.77	$ 23,971.84
506	2004	ROCK FILTER DAMS (INSTALL) (TY 4)	85	LF	$ 56.00	$ 4,760.00	$ 45.00	$ 3,825.00	$ 51.00	$ 4,335.00	$ 45.00	$ 3,825.00	$ 66.50	$ 5,652.50
506	2009	ROCK FILTER DAMS (REMOVE)	85	LF	$ 9.00	$ 765.00	$ 10.00	$ 850.00	$ 8.15	$ 692.75	$ 10.00	$ 850.00	$ 10.64	$ 904.40
506	2024	BACKHOE WORK (EROSION & SEDM CONT)	72	HR	$ 65.00	$ 4,680.00	$ 82.00	$ 5,904.00	$ 175.00	$ 12,600.00	$ 90.00	$ 6,480.00	$ 140.75	$ 10,134.28
506	2034	TEMPORARY SEDIMENT CONTROL FENCE	3500	LF	$ 4.00	$ 14,000.00	$ 3.00	$ 10,500.00	$ 5.75	$ 20,125.00	$ 5.00	$ 17,500.00	$ 5.32	$ 18,620.00
508	2002	CONSTRUCTING DETOURS	3397	SY	$ 50.00	$ 169,850.00	$ 38.00	$ 129,086.00	$ 40.00	$ 135,880.00	$ 55.00	$ 186,835.00	$ 79.21	$ 269,092.68
530	2016	TURNOUTS (CONC)	3597	SY	$ 83.00	$ 298,551.00	$ 62.00	$ 223,014.00	$ 80.00	$ 287,760.00	$ 70.00	$ 251,790.00	$ 96.65	$ 347,654.01
531	2005	CURB RAMPS (TY 1)	8	EA	$ 2,000.00	$ 16,000.00	$ 1,400.00	$ 11,200.00	$ 1,525.00	$ 12,200.00	$ 1,200.00	$ 9,600.00	$ 1,463.00	$ 11,704.00
531	2010	CURB RAMPS (TY 7)	20	EA	$ 2,100.00	$ 42,000.00	$ 1,200.00	$ 24,000.00	$ 1,725.00	$ 34,500.00	$ 1,300.00	$ 26,000.00	$ 1,463.00	$ 29,260.00
531	2024	CONC SIDEWALK (5")	6324	SY	$ 38.00	$ 240,312.00	$ 41.00	$ 259,284.00	$ 59.00	$ 373,116.00	$ 45.00	$ 284,580.00	$ 50.17	$ 317,259.90
536	2002	CONC MEDIAN	2887	SY	$ 40.00	$ 115,480.00	$ 33.00	$ 95,271.00	$ 75.00	$ 216,525.00	$ 51.00	$ 147,237.00	$ 53.09	$ 153,281.22
552	2001	WIRE FENCE (TY A)	2920	LF	$ 7.00	$ 20,440.00	$ 6.00	$ 17,520.00	$ 12.10	$ 35,332.00	$ 6.00	$ 17,520.00	$ 6.37	$ 18,602.44
552	2005	GATE (TY 1)	4	EA	$ 555.00	$ 2,220.00	$ 300.00	$ 1,200.00	$ 1,224.00	$ 4,896.00	$ 660.00	$ 2,640.00	$ 1,995.00	$ 7,980.00
618	2018	CONDT (PVC) (SCHD 40) (2")	20124	LF	$ 4.00	$ 80,496.00	$ 6.00	$ 120,744.00	$ 18.75	$ 377,325.00	$ 13.50	$ 271,674.00	$ 17.29	$ 347,943.96
618	2022	CONDT (PVC) (SCHD 40) (3")	610	LF	$ 7.00	$ 4,270.00	$ 12.00	$ 7,320.00	$ 22.10	$ 13,481.00	$ 18.50	$ 11,285.00	$ 23.94	$ 14,603.40
618	2023	CONDT (PVC) (SCHD 40) (3") (BORE)	1110	LF	$ 22.00	$ 24,420.00	$ 23.00	$ 25,530.00	$ 37.50	$ 41,625.00	$ 36.00	$ 39,960.00	$ 46.55	$ 51,670.50
618	2024	CONDT (PVC) (SCHD 40) (4")	65	LF	$ 33.00	$ 2,145.00	$ 56.00	$ 3,640.00	$ 32.50	$ 2,112.50	$ 26.00	$ 1,690.00	$ 33.25	$ 2,161.25
624	2008	GROUND BOX TY A (122311) W/APRON	47	EA	$ 748.00	$ 35,156.00	$ 500.00	$ 23,500.00	$ 2,890.00	$ 135,830.00	$ 1,650.00	$ 77,550.00	$ 2,128.00	$ 100,016.00
624	2012	GROUND BOX TY C (162911) W/APRON	4	EA	$ 886.00	$ 3,544.00	$ 550.00	$ 2,200.00	$ 3,935.00	$ 15,740.00	$ 1,850.00	$ 7,400.00	$ 2,394.00	$ 9,576.00
644	2048	INS SM RD SN SUP&AM TY TWT(1) UA(P)	9	EA	$ 338.00	$ 3,042.00	$ 350.00	$ 3,150.00	$ 310.00	$ 2,790.00	$ 320.00	$ 2,880.00	$ 405.65	$ 3,650.85
662	2067	WK ZN PAV MRK REMOV (W) 4" (SLD)	4080	LF	$ 1.00	$ 4,080.00	$ 0.90	$ 3,672.00	$ 0.81	$ 3,304.80	$ 0.88	$ 3,590.40	$ 1.17	$ 4,775.23
662	2099	WK ZN PAV MRK REMOV (Y) 4" (SLD)	4080	LF	$ 1.00	$ 4,080.00	$ 0.90	$ 3,672.00	$ 0.81	$ 3,304.80	$ 0.88	$ 3,590.40	$ 1.06	$ 4,341.12
666	2003	REFL PAV MRK TY I (W) 4" (BRK)(100MIL)	4400	LF	$ 1.00	$ 4,400.00	$ 0.90	$ 3,960.00	$ 0.46	$ 2,024.00	$ 0.49	$ 2,156.00	$ 1.06	$ 4,681.60
666	2006	REFL PAV MRK TY I (W) 4" (DOT)(100MIL)	300	LF	$ 2.00	$ 600.00	$ 1.70	$ 510.00	$ 1.02	$ 306.00	$ 1.10	$ 330.00	$ 2.00	$ 598.50
666	2012	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	3538	LF	$ 1.00	$ 3,538.00	$ 1.00	$ 3,538.00	$ 0.51	$ 1,804.38	$ 0.55	$ 1,945.90	$ 1.13	$ 3,999.71
666	2024	REFL PAV MRK TY I (W) 6" (SLD)(100MIL)	4929	LF	$ 1.00	$ 4,929.00	$ 1.10	$ 5,421.90	$ 1.02	$ 5,027.58	$ 1.10	$ 5,421.90	$ 1.46	$ 7,211.13
666	2054	REFL PAV MRK TY I (W) (ARROW) (100MIL)	4	EA	$ 139.00	$ 556.00	$ 135.00	$ 540.00	$ 127.00	$ 508.00	$ 130.00	$ 520.00	$ 166.25	$ 665.00
666	2111	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	2921	LF	$ 1.00	$ 2,921.00	$ 1.00	$ 2,921.00	$ 0.52	$ 1,518.92	$ 0.55	$ 1,606.55	$ 1.25	$ 3,651.83
666	2132	REFL PAV MRK TY I (Y) 24"(SLD)(100MIL)	130	LF	$ 7.00	$ 910.00	$ 7.00	$ 910.00	$ 6.10	$ 793.00	$ 7.00	$ 910.00	$ 9.98	$ 1,296.75
666	2189	PAVEMENT SEALER 4"	7290	LF	$ 0.20	$ 1,458.00	$ 0.17	$ 1,239.30	$ 0.16	$ 1,166.40	$ 0.17	$ 1,239.30	$ 0.24	$ 1,745.23
666	2190	PAVEMENT SEALER 6"	4843	LF	$ 0.40	$ 1,937.20	$ 0.33	$ 1,598.19	$ 0.31	$ 1,501.33	$ 0.33	$ 1,598.19	$ 0.44	$ 2,125.59
666	2219	PAVEMENT SEALER (ARROW)	4	EA	$ 28.00	$ 112.00	$ 27.00	$ 108.00	$ 25.50	$ 102.00	$ 27.00	$ 108.00	$ 36.58	$ 146.30
668	2105	PREFAB PAV MRK TY C (W) (24") (SLD)	201	LF	$ 16.00	$ 3,216.00	$ 15.50	$ 3,115.50	$ 14.25	$ 2,864.25	$ 15.00	$ 3,015.00	$ 21.95	$ 4,410.95
668	2106	PREFAB PAV MRK TY C (W) (ARROW)	37	EA	$ 194.00	$ 7,178.00	$ 190.00	$ 7,030.00	$ 178.00	$ 6,586.00	$ 185.00	$ 6,845.00	$ 399.00	$ 14,763.00
668	2116	PREFAB PAV MRK TY C (W) (WORD)	37	EA	$ 255.00	$ 9,435.00	$ 250.00	$ 9,250.00	$ 232.00	$ 8,584.00	$ 240.00	$ 8,880.00	$ 498.75	$ 18,453.75
678	2001	PAV SURF PREP FOR MRK (4")	5590	LF	$ 0.10	$ 559.00	$ 0.11	$ 614.90	$ 0.10	$ 559.00	$ 0.20	$ 1,118.00	$ 0.15	$ 817.82
678	2002	PAV SURF PREP FOR MRK (6")	4843	LF	$ 0.30	$ 1,452.90	$ 0.28	$ 1,356.04	$ 0.26	$ 1,259.18	$ 0.30	$ 1,452.90	$ 0.37	$ 1,803.53
678	2006	PAV SURF PREP FOR MRK (24")	201	LF	$ 1.00	$ 201.00	$ 0.80	$ 160.80	$ 0.76	$ 152.76	$ 0.80	$ 160.80	$ 1.10	$ 221.88
678	2007	PAV SURF PREP FOR MRK (ARROW)	36	EA	$ 28.00	$ 1,008.00	$ 27.00	$ 972.00	$ 25.10	$ 903.60	$ 27.00	$ 972.00	$ 36.58	$ 1,316.70
678	2018	PAV SURF PREP FOR MRK (WORD)	35	EA	$ 44.00	$ 1,540.00	$ 43.00	$ 1,505.00	$ 40.50	$ 1,417.50	$ 44.00	$ 1,540.00	$ 58.52	$ 2,048.20
686	2041	INS TRF SIG PL AM(S) 1 ARM (40') LUM	7	EA	$ 14,600.00	$ 102,200.00	$ 9,000.00	$ 63,000.00	$ 20,000.00	$ 140,000.00	$ 11,000.00	$ 77,000.00	$ 13,566.00	$ 94,962.00
686	2045	INS TRF SIG PL AM(S) 1 ARM (44') LUM	1	EA	$ 15,550.00	$ 15,550.00	$ 9,200.00	$ 9,200.00	$ 21,500.00	$ 21,500.00	$ 12,000.00	$ 12,000.00	$ 14,696.50	$ 14,696.50
5049	2001	BIODGRD EROSION CONTROL LOGS (8" DIA)	680	LF	$ 11.00	$ 7,480.00	$ 10.00	$ 6,800.00	$ 10.10	$ 6,868.00	$ 9.00	$ 6,120.00	$ 6.65	$ 4,522.00
9999	****	DUAL WALL POLYPROPYLENE (PP) PIPE (18 IN)	120	LF	$ 39.00	$ 4,680.00	$ 35.00	$ 4,200.00	$ 44.50	$ 5,340.00	$ 44.00	$ 5,280.00	$ 42.68	$ 5,121.56
9999	****	DUAL WALL POLYPROPYLENE (PP) PIPE (24 IN)	120	LF	$ 44.00	$ 5,280.00	$ 42.00	$ 5,040.00	$ 52.50	$ 6,300.00	$ 50.00	$ 6,000.00	$ 51.83	$ 6,219.61
		PAVING AND DRAINAGE GRAND TOTAL			**$ 10,769,470.38**		**$ 11,867,909.23**		**$ 13,237,088.56**		**$ 13,091,198.73**		**$ 14,415,264.67** *	

* The values in the Total column do not reflect the calculated total when multiplying the Estimated Quantity times the Unit Price.

CITY OF BEAUMONT
BID TABULATION
CONSTRUCTION OF NORTHWEST PARKWAY
(FROM MAJOR DRIVE TO PARKDALE MALL LOOP)
PAVEMENT & DRAINAGE ITEMS

PROJECT NUMBER : PW0516-13

BIDS RECEIVED : SEPTEMBER 22, 2016

Item No.	Item Code	Description	Estimated Quantity	Unit	MK CONSTRUCTORS		BRYSTAR CONTRACTING, INC.		APAC		ALLCO		L&L GENERAL CONTRACTORS	
					Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price *	Total *
360	2003	CONC PVMT (CONT REINF-CRCP) (10")	64587	SY	$ 63.00	$ 4,068,981.00	$ 74.00	$ 4,779,438.00	$ 59.00	$ 3,810,633.00	$ 69.00	$ 4,456,503.00	$ 66.02	$ 4,264,111.24
		CRCP ALTERNATE BID ITEM TOTAL				**$ 4,068,981.00**		**$ 4,779,438.00**		**$ 3,810,633.00**		**$ 4,456,503.00**		**$ 4,264,111.24** *

Item No.	Item Code	Description	Estimated Quantity	Unit	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price *	Total *
9999	****	DUAL WALL POLYPROPYLENE (PP) PIPE (18 IN)	2322	LF	$ 41.00	$ 95,202.00	$ 40.00	$ 92,880.00	$ 38.00	$ 88,236.00	$ 50.57	$ 117,423.54	$ 52.57	$ 122,078.92
9999	****	DUAL WALL POLYPROPYLENE (PP) PIPE (24 IN)	2107	LF	$ 50.00	$ 105,350.00	$ 44.00	$ 92,708.00	$ 45.00	$ 94,815.00	$ 57.64	$ 121,447.48	$ 41.34	$ 87,095.79
9999	****	DUAL WALL POLYPROPYLENE (PP) PIPE (27 IN)	356	LF	$ 72.00	$ 25,632.00	$ 57.00	$ 20,292.00	$ 58.00	$ 20,648.00	$ 68.61	$ 24,425.16	$ 71.73	$ 25,534.78
9999	****	DUAL WALL POLYPROPYLENE (PP) PIPE (30 IN)	1869	LF	$ 72.00	$ 134,568.00	$ 57.00	$ 106,533.00	$ 58.00	$ 108,402.00	$ 70.41	$ 131,596.29	$ 84.27	$ 157,498.39
9999	****	DUAL WALL POLYPROPYLENE (PP) PIPE (36 IN)	1329	LF	$ 75.00	$ 99,675.00	$ 66.00	$ 87,714.00	$ 85.00	$ 112,965.00	$ 74.29	$ 98,731.41	$ 87.58	$ 116,394.48
9999	****	DUAL WALL POLYPROPYLENE (PP) PIPE (42 IN)	715	LF	$ 89.00	$ 63,635.00	$ 82.00	$ 58,630.00	$ 117.00	$ 83,655.00	$ 87.13	$ 62,297.95	$ 110.79	$ 79,214.14
9999	****	DUAL WALL POLYPROPYLENE (PP) PIPE (48 IN)	872	LF	$ 115.00	$ 100,280.00	$ 104.00	$ 90,688.00	$ 131.00	$ 114,232.00	$ 102.98	$ 89,798.56	$ 130.21	$ 113,540.50
9999	****	DUAL WALL POLYPROPYLENE (PP) PIPE (54 IN)	637	LF	$ 155.00	$ 98,735.00	$ 134.00	$ 85,358.00	$ 209.00	$ 133,133.00	$ 135.19	$ 86,116.03	$ 173.63	$ 110,603.27
9999	****	DUAL WALL POLYPROPYLENE (PP) PIPE (60 IN)	40	LF	$ 166.00	$ 6,640.00	$ 165.00	$ 6,600.00	$ 391.00	$ 15,640.00	$ 139.15	$ 5,566.00	$ 224.29	$ 8,971.65
		DUAL WALL POLYPROPYLENE PIPE ALTERNATE BID ITEM TOTAL				**$ 729,717.00**		**$ 641,403.00**		**$ 771,726.00**		**$ 737,402.42**		**$ 820,931.91** *

* The values in the Total column do not reflect the calculated total when multiplying the Estimated Quantity times the Unit Price.

CITY OF BEAUMONT
BID TABULATION
CONSTRUCTION OF NORTHWEST PARKWAY
(FROM MAJOR DRIVE TO PARKDALE MALL LOOP)
SANITARY SEWER & WATER ITEMS

PROJECT NUMBER : PW0516-13

BIDS RECEIVED : SEPTEMBER 22, 2016

Item No.	Description	Estimated Quantity	Unit	MK CONSTRUCTORS		BRYSTAR CONTRACTING, INC.		APAC		ALLCO		L&L GENERAL CONTRACTORS	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price *	Total *
SANITARY SEWER ITEMS													
1	6-INCH SDR-26 PVC SANITARY SEWER	1379	LF	$ 61.00	$ 84,119.00	$ 65.00	$ 89,635.00	$ 79.00	$ 108,941.00	$ 72.38	$ 99,812.02	$ 91.30	$ 125,908.91
2	12-INCH SDR-26 PVC SANITARY SEWER	3718	LF	$ 36.00	$ 133,848.00	$ 50.00	$ 185,900.00	$ 61.00	$ 226,798.00	$ 75.83	$ 281,935.94	$ 70.00	$ 260,252.19
3	15-INCH SDR-26 PVC SANITARY SEWER	5242	LF	$ 58.00	$ 304,036.00	$ 85.00	$ 445,570.00	$ 78.00	$ 408,876.00	$ 83.20	$ 436,134.40	$ 90.13	$ 472,482.95
4	REMOVE & REPLACE 4' FIBERGLASS MH > 12'	2	EA	$ 17,900.00	$ 35,800.00	$ 15,000.00	$ 30,000.00	$ 13,300.00	$ 26,600.00	$ 14,605.00	$ 29,210.00	$ 15,329.21	$ 30,658.42
5	FURNISH & INSTALL 4' FIBERGLASS MH < 12'	20	EA	$ 4,700.00	$ 94,000.00	$ 4,000.00	$ 80,000.00	$ 5,000.00	$ 100,000.00	$ 2,920.00	$ 58,400.00	$ 5,775.54	$ 115,510.77
6	FURNISH & INSTALL 4' FIBERGLASS MH > 12'	7	EA	$ 10,400.00	$ 72,800.00	$ 8,700.00	$ 60,900.00	$ 5,500.00	$ 38,500.00	$ 4,112.00	$ 28,784.00	$ 6,286.80	$ 44,007.63
7	TRENCH SAFETY PLAN	1	LS	$ 2,500.00	$ 2,500.00	$ 1,500.00	$ 1,500.00	$ 1,900.00	$ 1,900.00	$ 750.00	$ 750.00	$ 2,194.50	$ 2,194.50
8	TRENCH SAFETY SYSTEM	1	LS	$ 4,800.00	$ 4,800.00	$ 5,000.00	$ 5,000.00	$ 23,500.00	$ 23,500.00	$ 2,500.00	$ 2,500.00	$ 26,600.00	$ 26,600.00
	SANITARY SEWER ITEMS TOTAL				**$ 731,903.00**		**$ 898,505.00**		**$ 935,115.00**		**$ 937,526.36**		**$ 1,077,615.37** *
WATERLINE ITEMS													
1	6-INCH CLASS 150 C-900 PVC	104	LF	$ 26.00	$ 2,704.00	$ 36.00	$ 3,744.00	$ 10.50	$ 1,092.00	$ 35.00	$ 3,640.00	$ 11.72	$ 1,218.60
2	8-INCH CLASS 150 C-900 PVC	335	LF	$ 23.00	$ 7,705.00	$ 24.00	$ 8,040.00	$ 10.90	$ 3,651.50	$ 37.19	$ 12,458.65	$ 12.38	$ 4,148.07
3	10-INCH CLASS 150 C-900 PVC	1496	LF	$ 40.00	$ 59,840.00	$ 37.00	$ 55,352.00	$ 15.00	$ 22,440.00	$ 39.08	$ 58,463.68	$ 16.36	$ 24,473.06
4	12-INCH CLASS 150 C-900 PVC	9200	LF	$ 24.00	$ 220,800.00	$ 28.00	$ 257,600.00	$ 21.00	$ 193,200.00	$ 41.81	$ 384,652.00	$ 23.55	$ 216,699.56
5	FURNISH & INSTALL FIRE HYDRANT ASSEMBLY	38	EA	$ 4,350.00	$ 165,300.00	$ 4,300.00	$ 163,400.00	$ 4,400.00	$ 167,200.00	$ 3,770.00	$ 143,260.00	$ 4,975.77	$ 189,079.24
6	FURNISH & INSTALL 12" MJ TEE	2	EA	$ 545.00	$ 1,090.00	$ 1,100.00	$ 2,200.00	$ 890.00	$ 1,780.00	$ 475.00	$ 950.00	$ 1,027.92	$ 2,055.83
7	FURNISH & INSTALL 10" X 6" MJ REDUCER	12	EA	$ 291.00	$ 3,492.00	$ 420.00	$ 5,040.00	$ 325.00	$ 3,900.00	$ 175.00	$ 2,100.00	$ 371.27	$ 4,455.23
8	FURNISH & INSTALL 12" X 8" MJ REDUCER	1	EA	$ 532.00	$ 532.00	$ 480.00	$ 480.00	$ 390.00	$ 390.00	$ 200.00	$ 200.00	$ 449.58	$ 449.58
9	FURNISH & INSTALL 10" MJ 45 DEGREE BEND	20	EA	$ 471.00	$ 9,420.00	$ 600.00	$ 12,000.00	$ 471.00	$ 9,420.00	$ 265.00	$ 5,300.00	$ 543.65	$ 10,873.02
10	FURNISH & INSTALL 12" MJ 45 DEGREE BEND	28	EA	$ 511.00	$ 14,308.00	$ 700.00	$ 19,600.00	$ 565.00	$ 15,820.00	$ 300.00	$ 8,400.00	$ 651.91	$ 18,253.56
11	FURNISH & INSTALL 12" MJ CROSS	1	EA	$ 859.00	$ 859.00	$ 1,800.00	$ 1,800.00	$ 1,260.00	$ 1,260.00	$ 650.00	$ 650.00	$ 1,445.16	$ 1,445.16
12	FURNISH & INSTALL 12" X 10" MJ REDUCER	12	EA	$ 337.00	$ 4,044.00	$ 1,780.00	$ 21,360.00	$ 470.00	$ 5,640.00	$ 300.00	$ 3,600.00	$ 542.92	$ 6,515.03
13	FURNISH & INSTALL TEMP. 2" FLUSH OUT	1	EA	$ 1,247.00	$ 1,247.00	$ 1,700.00	$ 1,700.00	$ 748.00	$ 748.00	$ 800.00	$ 800.00	$ 862.11	$ 862.11
14	FURNISH & INSTALL 6" GATE VALVE & BOX	12	EA	$ 808.00	$ 9,696.00	$ 800.00	$ 9,600.00	$ 793.00	$ 9,516.00	$ 790.00	$ 9,480.00	$ 917.06	$ 11,004.74
15	FURNISH & INSTALL 10" GATE VALVE & BOX	24	EA	$ 1,676.00	$ 40,224.00	$ 1,850.00	$ 44,400.00	$ 1,580.00	$ 37,920.00	$ 1,535.00	$ 36,840.00	$ 1,822.09	$ 43,730.08
16	FURNISH & INSTALL 12" GATE VALVE & BOX	33	EA	$ 2,035.00	$ 67,155.00	$ 2,200.00	$ 72,600.00	$ 1,940.00	$ 64,020.00	$ 1,920.00	$ 63,360.00	$ 2,240.84	$ 73,947.63
	WATERLINE ITEMS TOTAL				**$ 608,416.00**		**$ 678,916.00**		**$ 537,997.50**		**$ 734,154.33**		**$ 609,210.50** *

SANITARY SEWER & WATERLINE ITEMS GRAND TOTAL	$ 1,340,319.00	$ 1,577,421.00	$ 1,473,112.50 **	$ 1,671,680.69	$ 1,686,825.87 *
PAVING & DRAINAGE ITEMS GRAND TOTAL	$ 10,769,470.38	$ 11,867,909.23	$ 13,237,088.56	$ 13,091,198.73	$ 14,415,264.67 *
TOTAL BASE CONTRACT PRICE	**$ 12,109,789.38**	**$ 13,445,330.23**	**$ 14,709,201.06** **	**$ 14,762,879.42**	**$ 16,102,090.54**

Acknowledge Addenda 1	YES	YES	YES	YES	YES
Acknowledge Addenda 2	YES	YES	YES	YES	YES
Acknowledge Addenda 3	YES	YES	YES	YES	YES
Bid Summary	YES	YES	YES	YES	YES
Bid Bond	YES	YES	YES	YES	YES
Corporate Resolution	YES	YES	YES	YES	YES
Information Required of Bidder	YES	YES	YES	YES	YES
Statement of City Charter Provision on Conflict of Interest	YES	YES	YES	YES	YES
Conflict of Interest Questionnaire	YES	YES	YES	YES	YES
Schedule C (MBE Participation)	YES	YES	YES	YES	YES
Insurance Verification Affidavit	YES	YES	YES	NO	YES
Electronic Copy of Bid Schedule Enclosed with Bid	YES	YES	YES	YES	NO

*** The values in the Total column do not reflect the calculated total when multiplying the Estimated Quantity times the Unit Price.**

**** The Sanitary Sewer & Waterline Items Grand Total does not match the amount indicated in Section 0220 Bid Summary of the Contract. The Total Base Contract Price shown in this Bid Tabulation reflects the actual dollar amount written in Section 0220 of the Contract.**

2

October 18, 2016

Consider a resolution authorizing the City Manager to execute an agreement with CDM Smith, Inc. of Houston to continue management of the Municipal Separate Storm Sewer System (MS4) Permit for the City of Beaumont for Fiscal Year 2017

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Dr. Joseph Majdalani, P.E., Public Works Director JM
MEETING DATE:	October 18, 2016
REQUESTED ACTION:	Council consider a resolution authorizing the City Manager to execute an agreement with CDM Smith, Inc. of Houston, Texas in the amount of $250,000 to continue management of the Municipal Separate Storm Sewer System (MS4) Permit for the City of Beaumont for Fiscal Year 2017.

BACKGROUND
On October 16, 2012, by Resolution No. 12-249, City Council awarded CDM Smith, Inc. of Houston, Texas an agreement for Professional Engineering Services to manage the Municipal Separate Storm Sewer System (MS4) Permit. The manager of the permit conducts dry and wet weather screenings of our five major outfalls in the City. Under the permit, the City is required to submit an annual report summarizing activities and results of the screenings and other inspections conducted throughout the year which CDM Smith, Inc., will complete on the City's behalf.

FUNDING SOURCE
General Fund - Public Works Department.

RECOMMENDATION
Approval of resolution.

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 execute an Engineering Services Agreement between the City of Beaumont and CDM Smith, Inc., of Houston, Texas, in an amount not to exceed $250,000, to continue management of the Municipal Separate Storm Sewer System (MS4) Permit on behalf of the City of Beaumont. The agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes;

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 18th day of October, 2016.

_____

- Mayor Becky Ames -

ENGINEERING SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF JEFFERSON §

CITY OF BEAUMONT §

AGREEMENT FOR

Engineering and Related Services
for
Municipal Separate Storm Sewer System Permit

SECTION 1

This Agreement made and entered into in Beaumont, Jefferson County, Texas between the City of Beaumont, a Municipal Corporation in the State of Texas, hereinafter termed "City" and CDM Smith, duly licensed, and practicing under the laws of the State of Texas, hereinafter termed "Engineer", said Agreement being executed by the City pursuant to the City Charter and Ordinances and Resolutions of the City Council, and by said Engineer for the Engineering Services hereinafter set forth in connection with the above designated Project for the City of Beaumont.

I. General

A. Detailed Project Description

The Engineer will manage the Municipal Separate Storm Sewer System (MS4) Permit for the City of Beaumont. The Engineer will conduct all representative monitoring, calibrate flow meters, conduct required dry and wet weather screenings, and Industrial monitoring. The Engineer will prepare and submit an Annual Report to the TCEQ and EPA and represent the City on permit renewal modifications. The Engineer will conduct employee training at City departments and provide Storm Water Management Program (SWMP) implementation activities for Best Management Practices (BMPs). The Engineer will assist the City on Industrial facility inspections and construction site audits when needed. The Engineer shall update and maintain herbicide and pesticide compliance along with data management. Engineer will perform other duties as required by the MS4 Permit.

B. The Engineer shall not commence work on this proposed Project until he has been notified in writing to proceed.

The Engineer, in consideration for the compensation herein provided, shall render all professional services, including any associated subconsultants, necessary for the development of the Project to completion, as provided in this Agreement.

EXHIBIT "A"

II. Basic Services

A. Meet with the City to determine the schedule for project.

B. Conduct all required monitoring.
   1. Representative monitoring.
      a. Preparation for sampling events, including procurement and maintenance of sampling equipment as required by the City.
      b. Collect composite samples during three seasonal events at five locations.
      c. Submit samples to appropriate laboratory including sample preservation, chain of custody, and sample volume calculations based on flow estimates developed using DD6 stage measurements.
      d. Analyze laboratory data and compile DMR forms for data submission to the TCEQ/EPA via the MS4 Annual Report.
      e. Inform the City of any problems with associated collections and methods to resolve problems.

   2. Dry weather screening (20% of all outfalls in given year or greater; or on alternative schedule as agreed upon with City of Beaumont).
      a. Onsite test kit analysis of dry weather flows as per project standard operating procedures.
      b. Reporting of illicit discharges and tracking elimination efforts as per project standard operating procedures.
      c. Review and confirm previously identified outfalls
      d. Development of drainage area delineations for outfalls as requested by the City
      e. Inform the City of any problems with associated screenings or discharges and methods to resolve problems.

   3. Wet weather screening (per schedule defined in Bacteria Reduction Plan and/or permit).
      a. Identification of and field investigation of wet weather screening locations
      b. Field sample collections and test kit analysis.
      c. Reporting of illicit discharges and tracking elimination efforts.
      d. Inform the City of any problems with associated screenings or discharges and methods to resolve problems.

   4. Industrial monitoring (conducted if deemed necessary by inspection or other requirements).
      a. Assist City with industrial monitoring as requested
         If request, perform laboratory sample collection and preservation as well as laboratory submission and chain of custody documentation.
      b. If requested by City, analyze laboratory results for prioritized facility inspection.

c. Inform the City of any problems with associated industrial screenings or discharges.

5. Landfill MSGP monitoring (conducted during wet weather screenings as required by Multi-Sector General Permit).
   a. Laboratory sample collection and preservation.
   b. Laboratory submission and chain of custody documentation.
   c. Inform the City of results and any problems with associated industrial screenings or discharges.

C. Development and submission of Annual Report.
   1. Conduct DD6 and City of Beaumont departmental meetings and quarterly data requests to assess compliance as required
   2. Gather required data for the annual report using tracking spreadsheets and submit methods of improvement as needed.
   3. Provide Draft of annual report to City staff by January 15, 2017
   4. Submit MS4 Annual Report to TCEQ by February 1, 2017

D. Storm Water Management Program Implementation.
   1. Conduct employee training at city departments or during one annual training event.
   2. SWMP Implementation Activities for BMPs.
      a. Implement SWMP activities for current permit year as requested by City
      b. SWMP review and identification of implementation priorities.
      c. Update guidance documents, inspection forms and outreach materials.

E. Inspection Services.
   1. Industrial Facility Inspections. As requested by City, one engineer will attend industrial inspections with City inspector.
      a. Preparation and initial facility research.
      b. Facility compliance records review.
      c. Review Facility benchmark monitoring records and record information into centralized tracking spreadsheet.
      d. Facility walk-through and inspection report completion.
      e. Review correspondence with industrial facility.
      f. Implementation of associated enforcement actions and related correspondence.

   2. Construction Site Audits. As requested by City, one engineer will attend industrial inspections with City inspector.
      a. Municipal construction site audits to assess compliance with TCEQ construction general permit.

F. Permit Renewal – Support
   1. Review of draft permit
   2. General permit Notice of Intent and SWPPP modifications as needed.
   3. Represent City in permit negotiations with TCEQ/EPA.
   4. SWMP modifications as required for new permit.

G. Herbicide and Pesticide Compliance
   1. Conduct departmental meetings to assess compliance.

H. Data Management.
   1. Maintain tracking spreadsheet for annual reporting.
   2. Develop database and GIS map for tracking major outfalls inventory.

3. Special Services *(not applicable to this agreement)*

4. Additional Services

All work that will be performed by the Engineer at the request of the City that is described in this paragraph and not included in the paragraphs above, shall constitute Additional Services. Additional Services shall include, but are not limited to the following:

a. Services required by the City in any litigation or other controversy as an expert witness, including actual testimony time, stand-by waiting time, preparation of engineering data and reports or depositions and consulting with the City or its attorney.

b. Preparation of any special reports, applications for permits or grants, and appearances before any regulatory agencies or public hearings.

c. Any revisions of previously approved work.

d. Any travel and subsistence to points other than Engineer's or City's Offices and Project site.

e. Preparation of exhibits.

f. Additional services due to significant changes in scope of Project or its design including but not limited to changes in size, complexity, or character of construction as agreed to by both parties. These tasks may be authorized at the direction of the Public Works Director.

5. Coordination

a. The Engineer shall hold monthly conferences with the Public Works Director, hereinafter termed "Director," or his representatives to the end that the Project as developed shall have the full benefit of the City's experience and knowledge of existing needs and facilities, and be consistent with its current policies and standards. To assist the Engineer in this coordination, the City shall make available for the Engineer's use in planning and designing

the project all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this particular Project, at no cost to the Engineer. However, any and all such information shall remain the property of the City and shall be returned if instructed to do so by the Director.

b. The Director will act on behalf of the City with respect to the work to be performed under this Agreement. He shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Engineer's services.

c. The City will give prompt written notice to the Engineer whenever the City observes or otherwise becomes aware of any defect (error or omission) in the Engineer's services or any development that affects the scope or timing of Engineer's services.

d. The Engineer shall promptly report, in writing, to the City of any development that would affect the scope or timing of the Project.

6. Fee Schedule

a. General

For and in consideration of the services to be rendered by the Engineer in this Agreement, the City shall pay and the Engineer shall receive the compensation hereinafter set forth for the Engineer's services described in Sections II, III, and IV.

B. Basic and Special Services

The basis of compensation for Basic and Special Services shall be at the standard hourly rates and expenses as provided in the Schedule of Hourly Rates and Expenses shown on Attachment A. The Engineer agrees that the total services and expenses shall not exceed **$250,000** without the City's prior written authorization.

C. Additional Services

Compensation for Additional Services that are authorized by the Director shall be determined based on the standard hourly rates and expenses as shown in Attachment A and shall not exceed an amount to be determined at the time the Additional Services are requested.

1. City Payments

a. Payments shall be made to the Engineer based on the several phases as described above and in accordance with the following:

i. One hundred percent (100%) of the amount due the Engineer for work performed in each phase shall be payable on a monthly basis.

b. Payment shall be made within thirty (30) days after submittal of the request for payment for work performed. Payment shall be considered past due forty-five (45) days after submittal.

c. The City reserves the right to make an audit of charges claimed for this agreement for services.

2. Revisions to Drawings and Specifications *(not applicable to this agreement)*

The Engineer shall make, without additional expense to the City over and above the basic fee, such revisions to the Design Phase as may be required to meet the needs of the City. After approval of the Design Phase by the City, any revisions, additions, or other modifications made at the City's request that involves extra services and expenses to the Engineer shall be subject to additional compensation to the Engineer for such extra services and expenses.

3. Ownership of Documents

All documents including the original drawings, estimates, specifications, field notes and data, will remain the property of the Engineer as instruments of service. However, it is to be understood that the City shall have free access to all such information with the right to make and retain copies of drawings and all other documents including field notes and data. Any re-use without specific written verification or adaptation by Engineer will be at City's sole risk and without liability or legal exposure to Engineer.

4. Termination

Either party to this Agreement may terminate the Agreement by giving the other thirty (30) days notice in writing and in accordance with the following procedure:

a. Upon delivery of such notice by either party to the party, and upon expiration of the thirty day period, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such others or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The Owner shall then pay the Engineer promptly that proportion of the prescribed charge to which the service actually performed under this Agreement is applicable and useable to this Project, less such payments on account of the charges as have been previously made. Copies of specifications prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated, but subject to the restrictions, as to their use, as set forth in Section VIII.

b. Failure by the Engineer to comply with the submittal of the statement, and documents as required above shall constitute a waiver by the Engineer of any and all rights or claims to collect any monies that the Engineer may rightfully be entitled to for services performed under this Agreement.

5. Engineer's Warranty

The Engineer warrants that he has not employed or retained any company or person other than a bona fide employee working solely for the Engineer to solicit or secure this Contract, and that he has not for the purpose of soliciting or securing this Contract paid or agreed to pay any company or person, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this contract.

6. Equal Employment Opportunity

The Engineer agrees to follow the Minority Business Enterprise requirements and/or develop an Affirmative Action Plan as set forth by the City.

7. Assignment or Transfer of Interest

The Engineer shall not assign or transfer its interest in the Contract without the written consent of the City.

8. Indemnification/Liability

The Engineer shall save and hold harmless the City from all claims and liability due to activities of himself, his agents, or employees, performed under this Contract and which result from a negligent act, error or omission of the Engineer or of any person employed by the Engineer. The Engineer shall also save harmless the City from any and all expenses, including attorney fees which might be incurred by the City in litigation or otherwise resisting said claim or liabilities which might be imposed on the City as result of such activities by the Engineer, his agents, or employees and for which the Engineer is found to be legally liable.

The Engineer shall, within one week after signing the contract and before any work shall start, furnish the city with certificates of insurance naming the City as additional insured satisfactory to the City indicating the existence of Statutory Workmen's Compensation Insurance, and comprehensive General Liability Insurance. Such insurance shall be at the Engineer's expense. The limits shall be as follows:

Comprehensive General Liability and Auto Liability Insurance shall not be less than $1,000,000.00 per incident / $1,000,000.00 per occurrence.

These certificates shall contain a provision that the City shall be notified thirty (30) days before cancellation of the insurance. The Engineer shall maintain such insurance in force during the

life of the contract and no modification or change of insurance carriage and provision shall be made without thirty (30) days written advance notice to the City.

9. Estimates of Cost

Since the Engineer has no control over the cost of labor, materials, or equipment or over the contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost or Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry but the Engineer cannot and does not guarantee that proposals, bids or the construction cost will not vary from opinions of probable cost prepared by him.

10. Interest in City Contracts Prohibited

No officer or employee of the City shall have a financial interest, direct or indirect, in any Contract with the City, or shall be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or service, except on behalf of the City as an officer or employee.

11. Entire Agreement

This Agreement represents the entire and integrated Agreement between the City and Engineer and supersedes all prior negotiation, representatives, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the City and Engineer.

SECTION 2

IN WITNESS WHEREOF, the City of Beaumont has lawfully caused these presents to be executed by the hand of the City Manager of said City, and the corporate seal of said City to be hereunto affixed and this instrument to be attested by the City Clerk, and the said Engineer, acting by the hand of Jason Venier thereunto authorized signee title, does now sign, execute and deliver this document.

Done at Beaumont, Texas, on this _____ day of _____, A.D. 2016.

CDM SMITH

By: _____
Principal

Attest: Jackie D. Kespohl

CITY OF BEAUMONT

By: _____
City Manager

Attest: _____

ATTACHMENT A

SCHEDULE OF HOURLY RATES AND EXPENSE

Attachment A
Schedule of Hourly Billing Rates

CDM Schedule of Hourly Billing Rates
October 1, 2016 through September 30, 2017

	Hourly Rates
Clerical	$85.00
Staff Support Services	$105.00
Senior Support Services	$140.00
Technical/Professional Services:	
Technician I	$105.00
Technician II	$130.00
Professional I	$115.00
Professional II	$125.00
Professional III	$145.00
Professional IV	$155.00
Professional V	$165.00
Senior Professional	$180.00
Principal/Associate/Senior Technical Specialist	$200.00
Vice President / Senior Vice President / Officer/Senior Technical Consultant	$290.00

Monthly invoices will be generated using the above billing rates and field investigation unit rates. All subconsultant expenses are subject to handling/administrative charge of 10%. Other project related expenses (ODCs) are also subject to a 10% administrative charge.

Chica and Associates

October 1, 2016 through September 30, 2017

Chica & Associates

Technical/Professional Services:

Clerical/Administrative	$53.00
Engineering Technician	$71.00
EIT	$80.00
Project Engineer	$110.00
Senior Project Engineer	$140.00
Project Manager	$163.00

All sub-consultants (OP) expenses are subject to a handling/administrative charge of 10%. Other project related (ODC) expenses are also subject to a 10% administrative charge.

Monthly invoices will be generated using the above billing rates.

3

October 18, 2016

Consider a resolution authorizing the City Manager to sign all documents necessary for the City of Beaumont to receive funding through the Department of Homeland Security 2016 Port Security Grant Program (PSGP)

BEAUMONT
TEXAS

TO:	City Council
FROM:	Kyle Hayes, City Manager
PREPARED BY:	Laura Clark, Chief Financial Officer
MEETING DATE:	October 18, 2016
REQUESTED ACTION:	Council consider authorizing the City Manager to sign all documents necessary for the City of Beaumont to receive funding in the amount of $728,250 through the Department of Homeland Security 2016 Port Security Grant Program (PSGP).

BACKGROUND

The Homeland Security Grant Program consists of a number of grants, one of which is the Port Security Grant Program (PSGP). This grant is utilized to enhance the security of the Port of Beaumont and the agencies that support it. The City will spend $838,000 to upgrade the eleven (11) dispatch consoles and related computers used by Police and Fire Dispatch. In addition, $133,000 will be spent to purchase nineteen (19) mobile radio replacements for Fire and EMS vehicles as well as purchases to replace approximately 475 radio batteries for Police and EMS that have reached their end-of-life.

FUNDING SOURCE

The Port Security Grant requires a 25% match from the City. The total amount for all approved purchases is $971,000 with a required match of $242,750. The match is in the Capital Reserve Fund's FY 2017 Budget.

RECOMMENDATION

Approval of the resolution.

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 receive funding in the amount of $728,250.00 through the Department of Homeland Security 2016 Port Security Grant Program (PSGP).

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute all documents necessary to accept grant funding through the Department of Homeland Security 2016 Port Security Grant Program (PSGP) in the amount of $728,250.00.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 18th day of October, 2016.

_____

- Mayor Becky Ames -