

RESOLUTION NO. 12-600

**A RESOLUTION AUTHORIZING CHANGE ORDER NO. 2  
TO THE CONTRACT BETWEEN THE CITY OF PORT  
ARTHUR SECTION 4A ECONOMIC DEVELOPMENT  
CORPORATION AND EXCAVATORS & CONSTRUCTORS,  
LTD. FOR CONSTRUCTION OF SANITARY SEWER,  
PAVING AND DRAINAGE FACILITIES FOR KERRY  
"TWIN" THOMAS DRIVE TO SERVE THE SPUR 93  
BUSINESS PARK, CONTRACT NO. 1 (JOB NO. EDC-170)**

**WHEREAS**, on May 2, 2012, the City of Port Arthur, Texas (the "City") received two (2) sealed bids for the construction of sanitary sewer, paving and drainage facilities to serve the City of Port Arthur Section 4A Economic Development Corporation (the "PAEDC") Business Park, Contract No. 1, Job No. EDC-170 (the "Project"); and

**WHEREAS**, the lowest, responsive bid for the Project was presented by Excavators & Constructors, LTD. of Port Arthur, Texas in the amount of \$1,436,249.05 as denoted in the recommendation of award and bid tabulation; and

**WHEREAS**, on May 8, 2012, the Board of Directors of the PAEDC approved the bid for the construction of sanitary sewer, paving and drainage facilities for Kerry "Twin" Thomas Drive to serve the PAEDC Business Park located at 9555 W. Port Arthur Road to Excavators & Constructors, LTD., of Port Arthur, Texas, in the amount of \$1,436,249.05; and

**WHEREAS**, per Resolution 12-234, the City Council approved the PAEDC awarding the contract to Excavators & Constructors, LTD. on the basis of their total amount bid resulting in a contract price of \$1,436,249.05; and

**WHEREAS**, on September 6, 2012, the Board of Directors of the PAEDC approved change order no. 1 to the Contract extending the Contract time by an additional seventeen (17)

calendar days due to weather conditions. The Contract original expiration date was November 19, 2012, and the revised expiration date was December 6, 2012; and

**WHEREAS**, on December 4, 2012, the Board of Directors of the PAEDC approved change order no. 2 to the Contract extending the Contract time by an additional four (4) calendar days due to weather conditions. The Contract revised expiration date was December 6, 2012, and the final expiration date will be December 10, 2012; and

**WHEREAS**, the PAEDC Board also approved adjusting the previous contract price of \$1,436,249.05 to \$1,433,963.37 (a decrease of \$2,285.68) as denoted in **Exhibit "A"**; and

**WHEREAS**, a recommendation for final payment and release of retainage was submitted that included the Engineer's Certificate of Completion, Contractor's Certificate of Guarantee, Contractor's Certificate of Release and the Final Monthly Progress Payment No. 7 as the PAEDC engineer confirmed the contractor had completed the Project within the bid specifications despite a manhole sizing issue raised by the City. The PAEDC Board approved of releasing the retainage and paying the final payment of \$71,698.17 as denoted in **Exhibit "B"**; and

**WHEREAS**, pursuant to Section 8.19 of the Bylaws, the PAEDC has to submit projects to the City Council for review and approval.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR:**

**Section 1.** That the facts and opinions in the preamble are true and correct.

**Section 2.** That the City Council authorize change order no. 2 to the Contract extending the Contract time by an additional four (4) calendar days due to weather conditions. The Contract original expiration date was December 6, 2012 and the new expiration date will be

December 10, 2012. And the City Council authorize adjusting the previous contract price of \$1,436,249.05 to \$1,433,963.37 (a decrease of \$2,285.68) and for the PAEDC to releasing the retainage and paying the final payment of \$71,698.17.

**Section 3.** That a copy of the caption of the Resolution be spread upon the Minutes of the City Council.

**READ, ADOPTED AND APPROVED** on this 11<sup>th</sup> day of Dec A.D., 2012, at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor

Prince; Mayor Pro Tem Lewis

Councilmembers

Scott, Segler, Asuncion,  
Williamson, Freeman and  
Thomas.

NOES:

None.

Deloris "Bobbie" Prince  
Deloris "Bobbie" Prince, Mayor

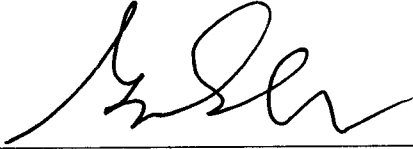
ATTEST:

Sherri Bellard  
Sherri Bellard, City Secretary

APPROVED:

Floyd Batiste  
Floyd Batiste, PAEDC CEO

APPROVED AS TO FORM:



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**Guy N. Goodson, PAEDC Attorney**

APPROVED AS TO FORM:



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**Valecia R. Tizen, City Attorney**

# **Exhibit “A”**



## CHANGE ORDER No. 2

DATE: November 13, 2012 JOB NO. EDC-170

AGREEMENT DATE: May 15, 2012

NAME OF PROJECT: SANITARY SEWER, PAVING, and DRIANAGE FACILITES  
to Serve PORT ARTHUR BUSINESS PARK, KERRY "TWIN"  
THOMAS DRIVE

OWNER: CITY of PORT ARTHUR

CONTRACTOR: EXCAVATORS & CONTRACTORS, LTD.

The following changes are hereby made to the CONTRACT DOCUMENTS:

### 1. Add/Delete to Adjust the following Bid Items to actual quantities used:

- |  |                       |
|--|-----------------------|
| a. Add 1.09 Sta. Clearing & Grubbing,<br>Alignment "A"<br>(Bid Item No. 2)               | \$ <u>117.72</u>      |
| b. Decrease 376 L.F. Silt Control Fencing<br>(Bid Item No. 3)                            | \$ <u>(695.60)</u>    |
| c. Decrease 376 L.F. Remove Silt Control Fencing<br>(Bid Item No. 4)                     | \$ <u>(206.80)</u>    |
| d. Add 2 EA. Silt Control Inlet Protection<br>(Bid Item No. 5)                           | \$ <u>102.00</u>      |
| e. Add 1.09 Sta. Roadway Excavation and/or<br>Embankment<br>(Bid Item No. 7)             | \$ <u>885.08</u>      |
| f. Decrease 101.40 Ton Lime Subgrade<br>(Bid Item No. 8)                                 | \$ <u>(17,136.60)</u> |
| g. Decrease 609 S.Y. Manipulation of Lime &<br>Compaction<br>(Bid Item No. 9)            | \$ <u>(2,953.65)</u>  |
| h. Add 215.60 S.Y. 8-Inch Class "P" Reinforced<br>Concrete Pavement<br>(Bid Item No. 10) | \$ <u>7,524.44</u>    |



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i. Add 0.36 L.S. Demo & Disposal of 8-Inch Pavement, Headwall & Rip Rap (Bid Item No. 11)	\$ <u>5,004.00</u>
j. Add 100 L.F. 6-Inch Upright Concrete Curb (Bid Item No. 12)	\$ <u>295.00</u>
k. Add 44 L.F. 5-Inch Reinforced Concrete Sidewalk (Bid Item No. 13)	\$ <u>1,100.00</u>
l. Add 1 EA. Type "C" Storm Sewer Manhole (Bid Item No. 18)	\$ <u>2,700.00</u>
m. Decrease 1 EA. Storm Sewer Manhole Riser (Bid Item No. 19)	\$ <u>(1,142.00)</u>
n. Decrease 0.40 EA. Type "C2" Storm Sewer Inlet (Bid Item No. 20)	\$ <u>(1,056.00)</u>
o. Decrease 6.50 L.F. 24-Inch RCP (Bid Item No. 23)	\$ <u>(415.35)</u>
p. Add 6 L.F. 30-Inch RCP (Bid Item No. 24)	\$ <u>550.20</u>
q. Decrease 9 L.F. 36-Inch RCP (Bid Item No. 25)	\$ <u>(863.10)</u>
r. Decrease 4 L.F. 4'x2' Reinforced Concrete Box Culvert (Bid Item No. 26)	\$ <u>(672.00)</u>
s. Decrease 3 L.F. 4'x3' Reinforced Concrete Box Culvert (Bid Item No. 27)	\$ <u>(531.00)</u>
t. Add 1 L.F. 5'x2' Reinforced Concrete Box Culvert (Bid Item No. 28)	\$ <u>218.00</u>
u. Add 1 L.F. 5'x3' Reinforced Concrete Box Culvert (Bid Item No. 29)	\$ <u>213.00</u>



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v. Decrease 21 L.F. 8-Inch PVC Sanitary Sewer Service (Bid Item No. 33)	\$ <u>(582.75)</u>
w. Decrease 3 L.F. 10-Inch PVC Sanitary Sewer Service (Bid Item No. 34)	\$ <u>(90.00)</u>
x. Add 3 EA. 8-Inch Long Side Sanitary Sewer Service (Bid Item No. 35)	\$ <u>9,030.00</u>
y. Decrease 3 EA. 10-Inch Long Side Sanitary Sewer Service (Bid Item No. 36)	\$ <u>(10,755.00)</u>
z. Decrease 21 L.F. Trench Safety System for Sanitary Sewer (Bid Item No. 37)	\$ <u>(6.30)</u>
aa. Decrease 16 L.F. 8-Inch PVC Water Line (Bid Item No. 38)	\$ <u>(297.60)</u>
bb. Decrease 50 L.F. Pipe in Augured Hole (Bid Item No. 45)	\$ <u>(2,562.50)</u>
cc. Decrease 13 L.F. 6-Inch Underground Electrical Conduit (Bid Item No. 54)	\$ <u>(138.45)</u>
dd. Decrease 500 Lb. Extra Reinforcing Steel Box Culvert (Bid Item No. 56)	\$ <u>(375.00)</u>
ee. Decrease 5 C.Y. Extra Class "A" Concrete (Bid Item No. 27)	\$ <u>(750.00)</u>
ff. Decrease 10 C.Y. Extra-Cement Stabilized Sand (Bid Item No. 58)	\$ <u>(300.00)</u>

**SUBTOTAL** **(\$ 13,790.26)**





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**2. Add the following Items to the Contract and Scope of Work:\***

gg. Add (1) 12"x12" Water Connection	\$ <u>478.24</u>
hh. Add 16 C.Y. of Concrete for Eli Roberts, at water crossing	\$ <u>137.12</u>
ii. Street Clean Up on Eli Roberts, Operator and delivery and pick up	\$ <u>1,042.65</u>
jj. M.P.W. drive removal and replacement. saw cut and disposal	\$ <u>212.50</u>
kk. Add 15.5 C.Y. of High Early Strength for sufficient strength for 18 wheeler traffic	\$ <u>1,173.66</u>
ll. Add 1 Grate drain at Eli Roberts & Jade	\$ <u>71.43</u>
mm. Add 1 cover for Type "C" Inlet on West of Jade	\$ <u>164.29</u>
nn. Remove and relocate 2-Inch Electrical conduit	\$ <u>140.69</u>
oo. Add Hydro Mulch with one watering	\$ <u>2,332.00</u>
pp. Excavation to North Ditch to drain into grate Inlet	\$ <u>552.00</u>
qq. Cut grass and weeds to expose existing above Ground Facilities along pipeline easement	\$ <u>5,200.00</u>

**SUBTOTAL** **\$ 11,504.58**

**TOTAL** **(\$ 2,285.68)**

\* Additional work done that was not stated in the Contract or Scope of Work.



**CHANGE TO CONTRACT PRICE:**

ORIGINAL CONTRACT PRICE: \$1,436,249.05

CURRENT CONTRACT PRICE adjusted by previous CHANGE ORDER(S): \$0.00

The CONTRACT PRICE due to this CHANGE ORDER will be ~~increased~~ [decreased]

by: \$2,285.68 Dollars

The new CONTRACT PRICE, including this CHANGE ORDER, will be \$1,433,963.37

**CHANGE TO CONTRACT TIME:**

ORIGINAL CONTRACT TIME: 180 Calendar Days

CURRENT CONTRACT TIME adjusted by previous CHANGE ORDER: 184 Calendar Days

CURRENT DATE OF COMPLETION: December 6, 2012

CONTRACT TIME due to this CHANGE ORDER will be *increased* by 4 Days

The New DATE OF COMPLETION: December 10, 2012

No other Terms and Conditions of the Contract are changed as a result of this Change Order. Contractor's acceptance of Change Order relieves OWNER of any liability for additional costs incurred by Contractor in his performance of the work covered by the Change Order.

RECOMMENDED BY ENGINEER:

ACCEPTED BY:

  
**ARCENEUX & GATES**  
**CONSULTING ENGINEERS, INC.**

  
[CONTRACTOR, OFFICER OR OWNER]  
**EXCAVATORS & CONTRACTORS, LTD.**

ACCEPTED BY:

**CITY of PORT ARTHUR**

# **Exhibit “B”**



# ARCENEUX & GATES CONSULTING ENGINEERS, INC.

3501 Turtle Creek Drive, Suite #102  
Port Arthur, TX 77642  
Phone: 409-724-7888  
Fax: 409-724-1447  
www.ageng.com

## LETTER OF TRANSMITTAL

DATE: December 3, 2012

PROJECT NO.: EDC-170

TO: Port Arthur EDC  
P.O.Box 3934  
Port Arthur, Tx 77642

ATTENTION: Mr. Floyd Bastiste, CEO

RE: Sanitary Sewer, Paving & Drainage Facilities  
PA Business Park, Kerry "Twin" Thomas Dr.

WE ARE SENDING YOU ☐ Attached ☐ Under Separate Cover Via: Hand Delivery The following items:

- ☐ Memo ☒ Monthly Estimate ☐ Plans ☐ Contract Documents ☐ Form  
☐ Letter ☐ Change Order ☐ Specifications ☒ Other Completion Documents

COPIES	DATE	DESCRIPTION
1	12-3-12	Monthly Pay Estimate No. 7
1	12-3-12	Engineer's Certificate of Completion
1	12-3-12	Contractor's Certificate of Guarantee
1	12-3-12	Contractor's Certificate and Release

### THESE ARE TRANSMITTED as checked below:

- ☒ For approval ☐ Approved as submitted ☐ Resubmit \_\_\_\_\_ copies for approval  
☐ For your use ☐ Approved as noted ☐ Submit \_\_\_\_\_ copies for distribution  
☐ As requested ☐ Returned for corrections ☐ Submit \_\_\_\_\_ corrected prints  
☐ For review and comment ☐ Execute and return original ☐ PRINTS RETURNED AFTER LOAN TO US  
☐ FOR BIDS DUE \_\_\_\_\_, 2012

RECEIVED BY: \_\_\_\_\_

### COMMENTS:

COPY TO: \_\_\_\_\_  
A&G File

SIGNED: Steph Morrell

**A BURROW GLOBAL COMPANY**



**ARCENEUX & GATES**  
**Consulting Engineers, Inc.**  
Engineers • Surveyors • Planners

December 3, 2012

Mr. Floyd Batiste, CEO, PAEDC  
**Port Arthur Economic  
Development Corporation**  
4173 39th Street  
Port Arthur, TX 77642

**RE: RECOMMENDATION for FINAL PAYMENT and RELEASE of RETAINAGE**  
**Sanitary Sewer, Paving, and Drainage Facilities -TO SERVE PORT ARTHUR BUSINESS PARK,**  
**KERRY "TWIN" THOMAS DRIVE**  
**Job No. EDC-170, Contract No. 1**


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Dear Mr. Batiste:

Attached for your records are the project completion documents for the Construction of Sanitary Sewer, Paving, and Drainage Facilities. These documents include the **Engineer's Certificate of Completion, Contractor's Certificate of Guarantee, Contractor's Certificate of Release**, and the **FINAL Monthly Progress Payment No. 7**.

These documents were executed showing a balance due to the Contractor from the Port Arthur Economic Development Corporation. This balance is the retainage withheld from the monthly estimates as well as any payments due from completion of work. As stipulated in the contract documents the retainage for this project is five percent (5%) of the work completed and billed. It is our recommendation that the retainage held by the Port Arthur Economic Development Corporation be released to the Contractor and final payment be made. This will result in a final payment to EXCAVATORS & CONSTRUCTORS, LTD. from the Port Arthur Economic Development Corporation in the amount of **SEVENTY ONE THOUSAND SIX HUNDRED NINETY EIGHT Dollars and SEVENTEEN Cents (\$71,698.17)**. Should you have any questions or require further information please do not hesitate to contact me at 409-724-7888.

Sincerely,



Joe Wilson, Jr., PE  
Vice President

Attachments: Engineer's Certificate of Completion  
Contractor's Certificate of Guarantee  
Contractor's Certificate and Release  
Final Monthly Progress Payment No. 7

**ENGINEER'S CERTIFICATE OF COMPLETION**

Project: SANITARY SEWER, PAVING, and DRIANGE FACILITES  
to Serve PORT ARTHUR BUSINESS PARK, KERRY "TWIN"  
THOMAS DRIVE

Date Of Issuance: 12-3-12

Owner(s): PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION

Owner's Project No.: EDC-170, Contract No. 1

Engineer: ARCENEUX & GATES CONSULTING ENGINEERS, INC.

Contractor: EXCAVATORS & CONSTRUCTORS, LTD.

This Engineer's Certificate of Completion applies to all Work under the Contract Documents or to the following specified parts thereof:

TO PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION  
[OWNER]

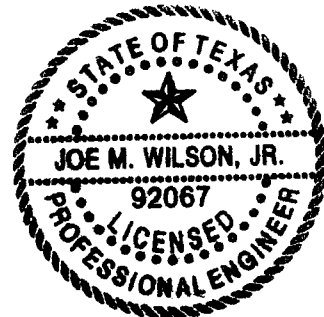
AND TO EXCAVATORS & CONSTRUCTORS, LTD.  
[CONTRACTOR]

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and that Work is hereby declared to be complete in accordance with the Contract Documents on

NOVEMBER 1, 2012  
DATE OF COMPLETION

Executed by Engineer on 12-3, 2012

BY:   
**ARCENEUX & GATES CONSULTING ENGINEERS, INC.**



[SEAL]

**MONTHLY PROGRESS PAYMENT**  
for  
**SANITARY SEWER, PAVING, and DRIANGE FACILITES**  
**TO SERVE**  
**PORT ARTHUR BUSINESS PARK, KERRY "TWIN" THOMAS DRIVE**

EDC-170

Contract No. 1

**PAYABLE TO: EXCAVATORS & CONSTRUCTORS, LTD.**

<b>OWNER:</b>	<b>City of Port Athur</b> <b>444 4th Street</b> <b>Port Arthur, Texas 77642</b>	<b>CONTRACTOR:</b>	<b>Excavators &amp; Contractors, LTD.</b> <b>6601 Procter Ext.</b> <b>Port Arthur, Texas 77642</b>
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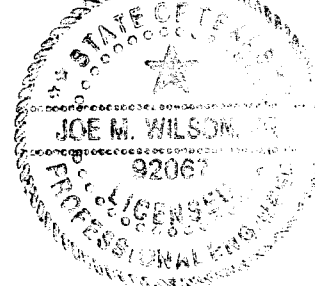
A&G Job No.	EDC-170	Date:	December 3, 2012
A&G Construction Phase No.	EDC-171	Estimate Period:	11/1/2012 - 11/1/2012
Monthly Progress Payment No.	FINAL 7	Contract Date:	May 15, 2012
Contract Amount	\$ 1,436,249.05	Notice to Proceed:	May 24, 2012
Change Orders:	No. 1 \$ - No.2 \$ (2,285.68)	Contract Time:	180 Calendar Days
Total Contract Amount to Date:	\$ 1,433,963.37	Approved Time Extensions:	21 Days
Amount Completed to Date:	\$ 1,433,963.37	Revised Contract Time:	184 Calendar Days
Material on Hand Not in Place:	\$ -	Days to Date:	162 Days
Subtotal:	\$ 1,433,963.37	Original Completion Date:	November 19, 2012
Less 0% Retainage:	\$ -	Revised Completion Date:	December 10, 2012
Baiance:	\$ 1,433,963.37	Percent Time Used: *	88%
Less Amounts Previous Paid:	\$ 1,362,265.20	Percent Complete: *	100%
<b>TOTAL AMOUNT DUE</b>	<b>\$ 71,698.17</b>		

**TEXAS REGISTERED ENGINEERING FIRM**

\* Through Substantial Completion on November 1, 2012

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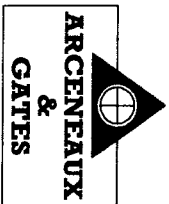
Recommended for Approval:



JOE M. WILSON, JR., PE

12-3-12

[SEAL]



CONSULTING  
ENGINEERS, INC.

**MONTHLY PROGRESS PAYMENT NO. 7**  
**SANITARY SEWER, PAVING, and DRIANGE FACILITIES**

To Serve

PORT ARTHUR BUSINESS PARK, KERRY "TWIN" THOMAS DRIVE

JOB NO.: EDC-170

CONTRACT NO. 1

December 3, 2012

Item	Description of Bid Item	Approx. QTY	Unit	Quantity This Estimate	Total Quantity To Date	Unit Price	Amount This Estimate	Total Amount To Date
<b>Base Bid Items</b>								
1.	Mobilization	1	L.S.		1	\$ 48,800.00	\$ -	\$ 48,800.00
2.	Clearing & Grubbing, Alignment "A" <sup>1</sup>	23.84	STA.		23.84	\$ 108.00	\$ -	\$ 2,574.72
3.	Silt Control Fencing <sup>1</sup>	774	L.F.		774	\$ 1.85	\$ -	\$ 1,431.90
4.	Remove Silt Control Fencing <sup>1</sup>	774	L.F.		774	\$ 0.55	\$ -	\$ 425.70
5.	Silt Control Inlet Protection <sup>1</sup>	16	EA.		16	\$ 51.00	\$ -	\$ 816.00
6.	Remove all SWPP Items Remaining	1	L.S.		1	\$ 1,750.00	\$ -	\$ 1,750.00
7.	Roadway Excavation and/or Embankment <sup>1</sup>	23.84	STA.		23.84	\$ 812.00	\$ -	\$ 19,358.08
8.	Lime Subgrade <sup>1</sup>	208.6	TON		208.6	\$ 169.00	\$ -	\$ 35,253.40
9.	Manipulation of Lime & Compaction <sup>1</sup>	10,061	S.Y.		10,061	\$ 4.85	\$ -	\$ 48,795.85
10.	8-Inch Class "P" Reinforced Concrete Pavement <sup>1</sup>	9,866	S.Y.		9,866	\$ 34.90	\$ -	\$ 344,309.44
11.	Demo & Disposal of 8-Inch Pavement, Headwall & Rip Rap <sup>1</sup>	1.36	L.S.		1.36	\$ 13,900.00	\$ -	\$ 18,904.00
12.	6-Inch Upright Concrete Sidewalk <sup>1</sup>	4,620	L.F.		4,620	\$ 2.95	\$ -	\$ 13,629.00
13.	5-Inch Reinforced Concrete Sidewalk <sup>1</sup>	284	L.F.		284	\$ 25.00	\$ -	\$ 7,100.00
14.	Type 1 TxDOT Concrete Handicap Ramp	2	EA.		2	\$ 500.00	\$ -	\$ 1,000.00
15.	Type 7 TxDOT Concrete Handicap Ramp	1	EA.		1	\$ 500.00	\$ -	\$ 500.00
16.	Design & Submittal of Trench Excavation	1	L.S.		1	\$ 275.00	\$ -	\$ 275.00
17.	Trench Safety System for Storm Water	2,700	L.F.		2,700	\$ 1.25	\$ -	\$ 3,375.00
18.	Type "C" Storm Sewer Manhole <sup>1</sup>	5	EA.		5	\$ 2,700.00	\$ -	\$ 13,500.00



Item	Description of Bid Item	Approx. QTY	Unit	Quantity This Estimate	Total Quantity To Date	Unit Price	Amount This Estimate	Total Amount To Date
19.	Storm Sewer Manhole Riser <sup>1</sup>	4	EA.		4	\$ 1,142.00	\$ -	\$ 4,568.00
20.	Type "C2" Storm Sewer Inlet <sup>1</sup>	16.6	EA.		16.6	\$ 2,640.00	\$ -	\$ 43,824.00
21.	Storm Sewer Grate Inlet	14	EA.		14	\$ 2,575.00	\$ -	\$ 36,050.00
22.	Storm Sewer Grate w/ Riser Connection	2	EA.		2	\$ 1,027.00	\$ -	\$ 2,054.00
23.	24-Inch RCP <sup>1</sup>	263.5	L.F.		263.5	\$ 63.90	\$ -	\$ 16,837.65
24.	30-Inch RCP <sup>1</sup>	521	L.F.		521	\$ 91.70	\$ -	\$ 47,775.70
25.	36-Inch RCP <sup>1</sup>	26	L.F.		26	\$ 95.90	\$ -	\$ 2,493.40
26.	4' x 2' Reinforced Concrete Box Culvert <sup>1</sup>	336	L.F.		336	\$ 168.00	\$ -	\$ 56,448.00
27.	4' x 3' Reinforced Concrete Box Culvert <sup>1</sup>	402	L.F.		402	\$ 177.00	\$ -	\$ 71,154.00
28.	5' x 2' Reinforced Concrete Box Culvert <sup>1</sup>	366	L.F.		366	\$ 218.00	\$ -	\$ 79,788.00
29.	5' x 3' Reinforced Concrete Box Culvert <sup>1</sup>	236	L.F.		236	\$ 213.00	\$ -	\$ 50,268.00
30.	6' x 4' Reinforced Concrete Box Culvert	565	L.F.		565	\$ 245.00	\$ -	\$ 138,425.00
31.	Demo & Disposal of 10-Inch PVC	1	L.S.		1	\$ 370.00	\$ -	\$ 370.00
32.	Sanitary Sewer Manhole	10	EA.		10	\$ 2,112.00	\$ -	\$ 21,120.00
33.	8-Inch PVC Sanitary Sewer Service <sup>1</sup>	1,074	L.F.		1074	\$ 27.75	\$ -	\$ 29,803.50
34.	10-Inch PVC Sanitary Sewer Service <sup>1</sup>	877	L.F.		877	\$ 30.00	\$ -	\$ 26,310.00
35.	8-Inch Long Side Sanitary Sewer Service <sup>1</sup>	6	EA.		6	\$ 3,010.00	\$ -	\$ 18,060.00
36.	10-Inch Long Side Sanitary Sewer Service <sup>1</sup>		EA.			\$ 3,585.00	\$ -	\$ -
37.	Trench Safety System for Sanitary Sewer <sup>1</sup>	2,334	L.F.		2334	\$ 0.30	\$ -	\$ 700.20
38.	8-Inch PVC Water Line <sup>1</sup>	1,029	L.F.		1029	\$ 18.60	\$ -	\$ 19,139.40
39.	12-Inch PVC Water Line	1,350	L.F.		1350	\$ 30.60	\$ -	\$ 41,310.00
40.	Fire Hydrant Assembly w/ Gradelock	6	EA.		6	\$ 3,900.00	\$ -	\$ 23,400.00
41.	Fire Hydrant Assembly w/ Lead	1	EA.		1	\$ 3,900.00	\$ -	\$ 3,900.00
42.	8-Inch Long Side Water Service Connection	4	EA.		4	\$ 2,470.00	\$ -	\$ 9,880.00
43.	8-Inch GV&B	5	EA.		5	\$ 1,015.00	\$ -	\$ 5,075.00

Item	Description of Bid Item	Approx. QTY	Unit	Quantity This Estimate	Total Quantity To Date	Unit Price	Amount This Estimate	Total Amount To Date
44.	12-Inch GV&B	3	EA.		3	\$ 1,790.00	\$ -	\$ 5,370.00
45.	Pipe in Augured Hole <sup>1</sup>		L.F.			\$ 51.25	\$ -	\$ -
46.	Wet Connection	2	EA.		2	\$ 1,635.00	\$ -	\$ 3,270.00
47.	Seeding	3.10	AC.		3.1	\$ 643.00	\$ -	\$ 1,993.30
48.	Concrete Survey Monument	1	EA.		1	\$ 324.00	\$ -	\$ 324.00
49.	Fill in Existing Earthen Ditch	1	L.S.		1	\$ 14,100.00	\$ -	\$ 14,100.00
50.	Pavement Markings	22.75	STA.		22.75	\$ 375.00	\$ -	\$ 8,531.25
51.	Signage per PLANS, Alignment "A"	1	L.S.		1	\$ 4,338.00	\$ -	\$ 4,338.00
52.	2-Inch Underground Electrical Conduit	2,620	L.F.		2620	\$ 5.25	\$ -	\$ 13,755.00
53.	4-Inch Underground Electrical Conduit	840	L.F.		840	\$ 7.10	\$ -	\$ 5,964.00
54.	6-Inch Underground Electrical Conduit <sup>1</sup>	2,922	L.F.		2922	\$ 10.65	\$ -	\$ 31,119.30
55.	8' x 4' x 4' Electrical Junction Box	7	EA.		7	\$ 3,306.00	\$ -	\$ 23,142.00
56.	Extra Reinforcing Steel <sup>1</sup>		LB.			\$ 0.75	\$ -	\$ -
57.	Extra Class "A" Concrete <sup>1</sup>		C.Y.			\$ 150.00	\$ -	\$ -
58.	Extra-Cement Stabilized Sand <sup>1</sup>		C.Y.			\$ 30.00	\$ -	\$ -
Change Order No. 2								
59.	12"x12" Water Connection	1	L.S.		1	\$ 478.24	\$ -	\$ 478.24
60.	7 Sacks of Concrete for Eli Roberts, at water crossing	16	C.Y.		16	\$ 8.57	\$ -	\$ 137.12
61.	Street Clean Up on Eli Roberts, broom w/ delivery & pickup with Operator	1	L.S.		1	\$ 1,042.65	\$ -	\$ 1,042.65
62.	M.P.W. drive removal and replacement, saw cut & disposal	1	L.S.		1	\$ 212.50	\$ -	\$ 212.50
63.	Add High Early Strength for sufficient strength for 18 wheeler traffic	15.5	C.Y.		15.5	\$ 75.72	\$ -	\$ 1,173.66
64.	Install grate drain at Eli Roberts & Jade Ave.	1	L.S.		1	\$ 71.43	\$ -	\$ 71.43
65.	Install a cover for Type "C" Inlet on West Side of Jade	1	L.S.		1	\$ 164.29	\$ -	\$ 164.29
66.	Remove and Relocate 2-Inch Electrical Conduit	1	L.S.		1	\$ 140.69	\$ -	\$ 140.69
67.	Hydro Mulch	1	L.S.		1	\$ 2,332.00	\$ -	\$ 2,332.00
68.	Excavation to North Ditch to drain into grate inlet	1	L.S.		1	\$ 552.00	\$ -	\$ 552.00
69.	Cut grass and weeds to expose existing above Ground Facilities along pipeline easement	1	L.S.		1	\$ 5,200.00	\$ -	\$ 5,200.00
	<b>TOTAL</b>					<b>\$</b>	<b>-</b>	<b>\$ 1,433,963.37</b>

**CONTRACTOR'S CERTIFICATE OF GUARANTEE**

FROM: EXCAVATORS & CONSTRUCTORS, LTD.  
(Name of Contractor)

TO: PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION

REFERENCE CONTRACT NO. EDC170, Contract No.1

ENTERED INTO THE 15<sup>th</sup> DAY OF May, 2012 BETWEEN THE PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION AND EXCAVATORS & CONSTRUCTORS, LTD.

OF PORT ARTHUR, TEXAS  
(City) (State)

FOR THE SANITARY SEWER, PAVING, and DRAINAGE FACILITES to SERVE the PORT ARTHUR, BUSINESS PARK, KERRY "TWIN" THOMAS DRIVE, EDC-170, CONTRACT NO. 1.

LOCATED IN THE CITY OF PORT ARTHUR, TEXAS

KNOW ALL MEN BY THESE PRESENTS:

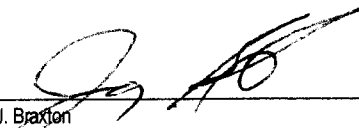
1. EXCAVATORS & CONSTRUCTORS, LTD. does hereby guarantee all of the work done under the above referenced contract to be free from faulty materials in every particular, and free from improper workmanship, and against injury from proper and usual wear; and agrees to replace or re-execute without cost to the Owner and Operator such work as may be found to be improper or imperfect, and to make good all damage caused to other work or materials, due to such required replacement or re-execution.
2. This guarantee shall cover a period of one (1) year from the date of acceptance of all work under this Contract, as evidenced by the Engineer's Certificate of Completion.
3. This Certificate is given in connection of the final payment under the contract between the Owner and EXCAVATORS & CONSTRUCTORS, LTD. and with the knowledge that it will be relied upon in making such payment and that such payment would not be made except upon the truth of the matter contained in this affidavit.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this 29 day of Nov., 2012.

(CORPORATE SEAL)

EXCAVATORS & CONSTRUCTORS, LTD.

(Contractor)

BY: , General Partner

M.J. Braxton

M.J. Braxton, being first duly sworn on oath, deposes and says, first that he is the

General Partner of EXCAVATORS & CONSTRUCTORS, LTD.

(Title)

(Name of Company)

second, that he has read the foregoing certificate by him subscribed as General Partner

(Title)

of EXCAVATORS & CONSTRUCTORS, LTD.

(Name of Company)

Affiant further states that the matters and things stated herein are true.

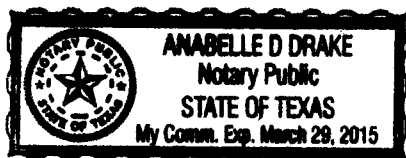
[Signature]  
[M.J. Braxton]

Subscribed and sworn to before me this 29<sup>th</sup> day of November, 2012.

My commission expires: 03/29/2015

(Date)

[Signature]  
(Notary Public)



**CONTRACTOR'S CERTIFICATE AND RELEASE**

FROM: EXCAVATORS & CONSTRUCTORS, LTD.  
(Name of Contractor)

TO: PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION  
(Owner)

REFERENCE CONTRACT NO. EDC-170, CONTRACT NO. 1 ENTERED INTO THE 15<sup>th</sup> DAY  
OF MAY, 2012, BETWEEN THE PORT ARTHUR ECONOMIC DEVELOPMENT CORPORATION

AND EXCAVATORS & CONSTRUCTORS, LTD.  
(Name of Contractor)

OF PORT ARTHUR, TEXAS  
(City) (State)

FOR THE: SANITARY SEWER, PAVING, and DRAINAGE FACILITES to SERVE THE PORT  
ARTHUR BUSINESS PARK, KERRY "TWIN" THOMAS DRIVE.

**KNOW ALL MEN BY THESE PRESENTS:**

1. The undersigned hereby certifies that there is due from, and payable by, the Owner to the Contractor under the contract and duly approved Change Orders and modifications the balance of Seventy-one Thousand Six Hundred Ninety-Eight and 17/100 DOLLARS (\$71,698.17)
2. The undersigned further certifies that in addition to the amount set forth in Paragraph 1, there are outstanding and unsettled the following items which he claims are just and due and owing by the Owner to the Contractor:
  - (a) \_\_\_\_\_
  - (b) \_\_\_\_\_
  - (c) \_\_\_\_\_
  - (d) \_\_\_\_\_

(Itemize claims and amounts due) (If none, so state)
3. The undersigned further certifies that all work required under this contract, including work required under Change Order(s) numbered #1 & #2 has been performed in accordance with the terms thereof, and that there are no unpaid claims for materials, supplies, or equipment and no claims of laborers or mechanics for unpaid wages arising out of the performance of this contract, and that the wage rates paid by the Contractor were in conformity with the contract provisions relating to said wage rates.
4. Except for the amounts stated under Paragraphs 1 and 2 hereof, the undersigned has received from the Owner all sums of money payable to the undersigned under, or pursuant to, the above mentioned contract or any modifications or change thereof.

5. That in consideration of the payment of the amount stated in Paragraph 1 hereof, the undersigned does hereby release the Owner and Operator from any and all claims arising under or by virtue of this contract, except the amount listed in Paragraph 2 hereof due from the Owner; provided, however, that if for any reason the Owner does not pay in full the amount stated in Paragraph 1 hereof, said deduction shall not affect the validity of this release, but the amount so deducted shall be automatically included under Paragraph 2 as an amount which the Contractor has not released but will release upon payment thereof. The Contractor further certifies that upon the payment of the amount listed in Paragraph 2 hereof, and of any amount which may be deducted from Paragraph 1 hereof, he will release the Owner and Operator from any and all claims of any nature whatsoever arising out of said contract or modification thereof, and will execute such further releases or assurances as the Owner and Operator may request.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this 29<sup>th</sup> day of November, 2012.  
(CORPORATE SEAL)

EXCAVATORS & CONSTRUCTORS, LTD.  
(Contractor)

BY: [Signature]

(M.J. Braxton)

[Signature], (M.J. Braxton), being first duly sworn on oath, deposes and says, first, that

he is the General Partner of EXCAVATORS & CONSTRUCTORS, LTD.  
(Title) (Name of Company)

second, that he has read the foregoing certificate by him subscribed as General Partner  
(Title)

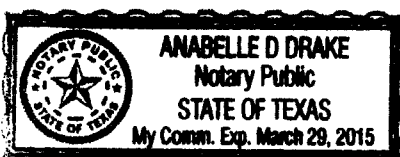
of EXCAVATORS & CONSTRUCTORS, LTD.  
(Name of Company)

Affiant further states that the matters and things stated herein are true.

[Signature]  
(M.J. Braxton)

Subscribed and sworn to before me this 29<sup>th</sup> day of November, 2012.

My commission expires 03/29/2015  
(Date)



[Signature]  
(Notary Public)