

SCANNED

COPY

P.R. No. 18968
4/21/15 sjp

JUN 02 2015

RESOLUTION NO. 15-212

A RESOLUTION AUTHORIZING ACCEPTANCE OF THE ENGINEER'S CERTIFICATE OF COMPLETION, CONTRACTOR'S CERTIFICATE AND RELEASE, AND CONTRACTOR'S CERTIFICATE OF GUARANTEE FOR THE WATER, SANITARY SEWER, PAVING, DRAINAGE FACILITIES AND SITE GRADING FOR KAPRINA FRANK DRIVE AND AUTHORIZING THE CITY MANAGER TO SIGN THE CERTIFICATE OF ACCEPTANCE ON BEHALF OF THE CITY OF PORT ARTHUR, TEXAS, AND TO MAKE FINAL PAYMENT TO THE CONTRACTOR, EDC ACCOUNT NUMBER 120-1429-582.86-00.

WHEREAS, the City of Port Arthur has received for the Kaprina Frank Drive Improvements an Engineer's Certificate of Completion dated March 9, 2015, from Keestan Cole, P.E., of Arceneaux Wilson & Cole LLC (attached as Exhibit "A"); a Contractor's Certificate and Release dated March 9, 2015, from Excavators and Constructors, LTD (attached as Exhibit "B"); a Contractor's Certificate of Guarantee dated March 9, 2015, from Excavators and Constructors, LTD (attached as Exhibit "C") all certifying that the Kaprina Frank Drive Improvements have been completed; and,

WHEREAS, Exhibit "B" shows a FINAL balance due to Excavators and Constructors, LTD in the amount of \$24,502.92; **NOW THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR:

THAT, the City Manager is hereby authorized to execute, on behalf of the City of Port Arthur, a Certificate of Acceptance for Excavators and Constructors, LTD Contractors for the Kaprina Frank Drive Improvements, attached as Exhibit "D"; and

THAT, payment shall be made to Excavators and Constructors, LTD in the amount of \$24,502.92; and,

THAT, a copy of the caption of this resolution be spread upon the minutes of the City Council.

READ, ADOPTED AND APPROVED THIS 24 day of May, 2015 at a Regular Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES: Mayor Prince;

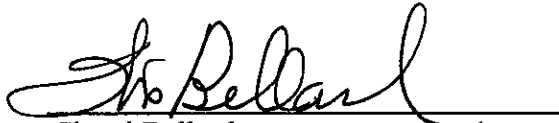
Councilmembers: Scott, Hamilton, Albright, Mosley,
Leure, Durali and Freeman.

NOES: None

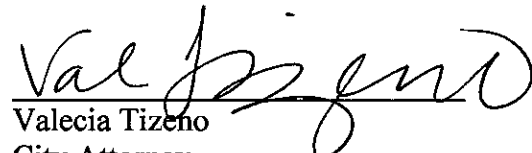
Deloris Prince
Deloris Prince
Mayor

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ATTEST:



Sherri Bellard
City Secretary

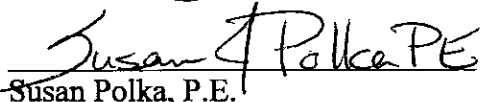
APPROVED AS TO FORM:


Valecia Tizeno
City Attorney


APPROVED FOR ADMINISTRATION:


Brian McDougal
City Manager


Shawna Tubbs, CPPO, CPPB
Purchasing Manager


Susan Polka, P.E.
Public Works Director/City Engineer

APPROVED AS TO AVAILABILITY OF FUNDS:


Deborah Echols
Director of Finance

Account No. 120-1429-582.86-00

COPY

EXHIBIT “A”

P.R. No. 18968

ENGINEER'S CERTIFICATE OF COMPLETION

Project: Water, Sanitary Sewer, Paving, Drainage Facilities and Site Grading to Serve
Proposed "Kaprina Frank Drive"

Date of Issuance: February 11, 2015

Owner: City of Port Arthur

Owner's Project No. EDC-180, Contract No. 1

Engineer: Arceneaux Wilson & Cole LLC

Contractor: Excavators and Constructors, LTD

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

TO City of Port Arthur
[OWNER]

AND TO Excavators and 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

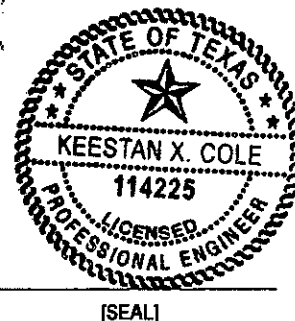
February 17, 2015

DATE OF COMPLETION

Executed by Engineer on March 9, 2015

BY:

Keestan X. Cole
ARCENEUX WILSON & COLE, LLC



COPY

EXHIBIT "B"

P.R. No. 18968

CONTRACTOR'S CERTIFICATE AND RELEASE

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

TO: CITY OF PORT ARTHUR
(Owner)

REFERENCE CONTRACT NO. EDC-180, CONTRACT NO. 1 ENTERED INTO THE 22ND
DAY OF JULY, 2014, BETWEEN THE CITY OF PORT ARTHUR

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

OF PORT ARTHUR, TEXAS
(City) (State)

FOR THE Water, Sanitary Sewer, Paving, Drainage Facilities and Site Grading to Serve Propose Kaprina Frank Drive
(Name of Project)

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 Twenty Four Thousand Five Hundred Two Dollars and Ninety Two Cents (\$ 24,502.92)
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) _____

(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, 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.

COPY

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 9th day of March, 2015.

[SEAL]

EXCAVATORS AND CONSTRUCTORS, LTD.
(Contractor)

BY:

(Signature and Title of Officer)

Jay Braxton, being first duly sworn on oath, deposes and says, first, that
(Affiant)

he is the Owner of EXCAVATORS AND CONSTRUCTORS, LTD.
(Title) (Name of Company)

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

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

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

Jay Braxton
(Affiant)

Subscribed and sworn to before me this 9 day of March, 2015.

My commission expires 11/4/18
(Date)



Melanie Theriot
(Notary Public)

EXHIBIT “C”

P.R. No. 18968

CONTRACTOR'S CERTIFICATE OF GUARANTEE

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

TO: CITY OF PORT ARTHUR

REFERENCE CONTRACT NO. EDC-180 ENTERED INTO THE 22nd DAY OF JULY, 2014 BETWEEN THE
CITY OF PORT ARTHUR AND EXCAVATORS AND CONSTRUCTORS, LTD.

OF PORT ARTHUR, TEXAS
(City) (State)

FOR THE Water, Sanitary Sewer, Paving, Drainage Facilities and Site Grading to Serve
Propose Kaprina Frank Drive"

KNOW ALL MEN BY THESE PRESENTS:

1. EXCAVATORS AND 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 AND 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 9th day
of March, 2015.

[CORPORATE SEAL]

EXCAVATORS AND CONSTRUCTORS, LTD.

(Contractor)

BY: 

(SIGNATURE AND TITLE OF OFFICER)

Jay Braxton, being first duly sworn on oath, deposes and says, first
that (Affiant)

he is the Owner of EXCAVATORS AND CONSTRUCTORS, LTD.
(Title) (Name of Company)

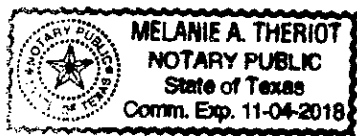
second, that he has read the foregoing certificate by him subscribed as Owner
of EXCAVATORS AND CONSTRUCTORS, LTD.
(Title) (Name of Company)

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

Jay Braxton
(Affiant)

Subscribed and sworn to before me this 9 day of March, 2015.

My commission expires: 11/4/18
(Date)



Melanie Theriot
(Notary Public)



EXHIBIT "D"

P.R. No. 18968



**CERTIFICATE OF ACCEPTANCE
FOR**

**COMPLETION OF WATER, SANITARY SEWER, PAVING,
AND DRAINAGE FACILITIES
TO SERVE KAPRINA FRANK DRIVE**

IN THE CITY OF PORT ARTHUR, TEXAS

TO: Excavators and Constructors, LTD

This is to certify that the City of Port Arthur, Texas, accepts the completion of the water, sanitary sewer, paving and drainage facilities to serve Kaprina Frank Drive on the basis of the Engineer's Certificate of Completion from Arceneaux Wilson & Cole LLC, the Contractor's Certificate and Release and Contractor's Certificate of Guarantee from Excavators and Constructors, LTD, and the Performance Bond provided to the City by Excavators and Constructors, LTD.

Brian McDougal
City Manager

ATTEST:

Sherri Bellard, City Secretary