

RESOLUTION NO. 16-071

A RESOLUTION AUTHORIZING THE CITY OF PORT ARTHUR SECTION 4A ECONOMIC DEVELOPMENT CORPORATION TO AWARD A BID AND ENTER INTO A CONTRACT WITH BRUCE'S GENERAL CONSTRUCTION, INC. FOR THE CONSTRUCTION OF A RECREATIONAL AREA INSIDE THE SPUR 93 BUSINESS PARK IN AN AMOUNT NOT TO EXCEED \$135,000

WHEREAS, it is deemed in the best interest of the citizens of Port Arthur to enhance the appearance of the Spur 93 Business Park (the "Business Park") and to create an environment that promotes business and a quality work location for the Business Park; and

WHEREAS, at the City of Port Arthur Section 4A Economic Development Corporation's (the "PAEDC") regular Board meeting on September 14, 2015, the Board authorized its Chief Executive Officer to proceed with the construction of a recreational area in the Business Park; and

WHEREAS, the PAEDC Board of Directors has engaged The LaBiche Architectural Group, Inc. ("LaBiche") to provide the design, cost estimates and project management for the construction of a recreational area at the Business Park; and

WHEREAS, on December 9, 2015, the City of Port Arthur received two (2) sealed bids from LaBiche for the construction of a recreational area within the Business Park; and

WHEREAS, the bids were opened, checked for errors and tabulated, and it was determined that Bruce's General Construction, Inc. of Beaumont, Texas ("Bruce's") submitted the lowest responsive bid in the amount of \$135,000.00 as denoted in "**Exhibit A**"; and

WHEREAS, LaBiche recommends awarding the bid to Bruce's for the construction of a recreational area within the Business Park; and

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

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

Section 2. That the Port Arthur City Council herein authorizes PAEDC to award a bid to Bruce's and enter into a contract for the construction of a recreational area within the Business Park as denoted in **Exhibit "B"** contingent upon the approval of the PAEDC Board of Directors.

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

READ, ADOPTED AND APPROVED on this 22nd day of March A.D., 2016, at a Meeting of the City Council of the City of Port Arthur, Texas, by the following vote:

AYES:

Mayor Prince;

Councilmembers Scott, Hamilton, Abright, Mosely, Lewis, Sustiamd Moses

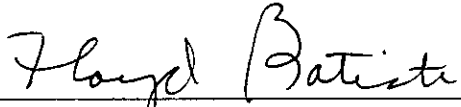
NOES: None

Deloris Prince
Deloris "Bobbie" Prince, Mayor

ATTEST:

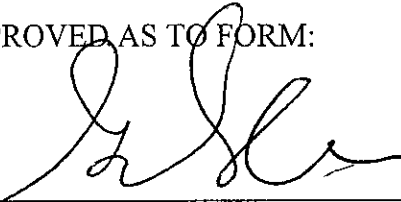
Sherri Bellard
Sherri Bellard, City Secretary

APPROVED:



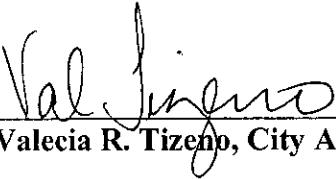
Floyd Batista, PAEDC CEO

APPROVED AS TO FORM:



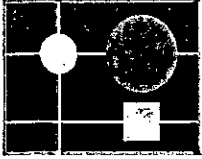
Guy N. Goodson, PAEDC Attorney

APPROVED AS TO FORM:



Valecia R. Tizeno, City Attorney

EXHIBIT “A”



The LaBiche
ARCHITECTURAL GROUP, INC.

Dohn H. LaBiche, FAIA - Principal
Greg Wall, AIA - Principal

7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706
(409) 860-0197 • Fax (409) 860-0198

BID TABULATION

PROJECT#: 14042
PROJECT/CLIENT: City of Port Arthur EDC Recreational Area inside Spur 93 Business Park
BID DUE DATE/TIME: December 9, 2015 / 3:00 pm

<u>CONTRACTOR</u>	<u>TOTAL BID</u>	<u>Alt. 1</u>	<u>Alt. 2</u>	<u>NUMBER OF DAYS</u>	<u>BID BOND</u>	<u>REC. ADDENDUM #1</u>
Bruce's General Construction	135,000.00	4,600.00	4,750.00	180	X	
DezTex Industrial	183,900.00	4,780.00	17,452.00	90	X	X

EXHIBIT “B”

AIA[®] Document A101[™] - 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the twentieth day of January in the year Two thousand sixteen
(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

City of Port Arthur Section 4A Economic Development Corporation
P.O. Box 1089
Port Arthur, Texas 77641

and the Contractor:

(Name, legal status, address and other information)

Bruce's General Construction, Inc.
1175 Reynolds Road
Beaumont, Texas 77707

for the following Project:

(Name, location and detailed description)

Port Arthur EDC Recreational Area inside Spur 93 Business Park
Port Arthur, Texas

The Architect:

(Name, legal status, address and other information)

The LaBiche Architectural Group, Inc.
7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement will be fixed in a Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than one hundred and eighty (180) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

« »

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One hundred thirty-five thousand dollars (\$ 135,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
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§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
------	-------

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifteenth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the fifteenth day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

« »

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

« »

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201-2007

[X] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

(0) % zero percent per annum

§ 8.3 The Owner's representative:
(Name, address and other information)

Floyd Batiste, Executive Director
Port Arthur Section 4A Economic Development Corporation
409-963-0579

§ 8.4 The Contractor's representative:
(Name, address and other information)

Ryan Morgan, Project Manager
Bruce's General Construction, Inc.
409-866-6245

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
	Supplementary General Cond.	11.14.15	5

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Exhibit A (attached)

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Exhibit B (attached)

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
Addendum #1	11.30.15	1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- 1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

« »

- 2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

« »

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of insurance or bond
Exhibit C (attached)

Limit of liability or bond amount (\$0.00)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

Floyd Batiste, Executive Director
(Printed name and title)

CONTRACTOR (Signature)

Ryan Morgan, Project Manager
(Printed name and title)

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

Texas Board of Architectural Examiners
P.O. Box 12337
Austin, TX 78711-2337
Telephone: (512) 305-9000 / Fax: (512) 305-8900

EXHIBIT A
PORT ARTHUR EDC RECREATIONAL AREA
INSIDE SPUR 93 BUSINESS PARK, PORT ARTHUR, TEXAS
A101-2007
01.20.16

Division	Section Title	Pages
DIVISION 01 - GENERAL REQUIREMENTS		
011000	SUMMARY	4
012500	SUBSTITUTION PROCEDURES	3
012600	CONTRACT MODIFICATION PROCEDURES	3
012900	PAYMENT PROCEDURES	4
013100	PROJECT MANAGEMENT AND COORDINATION	7
013200	CONSTRUCTION PROGRESS DOCUMENTATION	4
013300	SUBMITTAL PROCEDURES	10
014000	QUALITY REQUIREMENTS	7
014200	REFERENCES	13
015000	TEMPORARY FACILITIES AND CONTROLS	8
016000	PRODUCT REQUIREMENTS	7
017300	EXECUTION	6
017700	CLOSEOUT PROCEDURES	5
017823	OPERATION AND MAINTENANCE DATA	5
017839	PROJECT RECORD DOCUMENTS	4
DIVISION 02 NOT USED		
DIVISION 03 – CONCRETE		
033000	CAST-IN-PLACE CONCRETE	8
DIVISION 04 - MASONRY		
042200	MASONRY WALL	6
DIVISION 05-06 NOT USED		
DIVISION 07 – THERMAL AND MOISTURE PROTECTION		
079200	JOINT SEALERS	3
DIVISION 08-11 NOT USED		
DIVISION 12 – FURNISHINGS		
129300	SITE FURNISHINGS	2
DIVISION 13 – SPECIAL CONSTRUCTION		
133423	SHELTERS	5

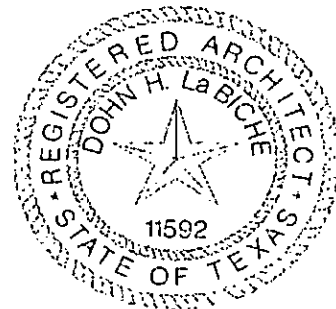


EXHIBIT A

PORT ARTHUR EDC RECREATIONAL AREA
INSIDE SPUR 93 BUSINESS PARK, PORT ARTHUR, TEXAS
A101-2007
01.20.16

DIVISION 14 – CONVEYING EQUIPMENT

NOT USED

DIVISION 22 - 25

NOT USED

DIVISION 26 –30 ELECTRICAL

NOT USED

DIVISION 31 - EARTHWORK

310000	GEO-TECHNICAL INVESTIGATION REPORTS	23
311000	SITE CLEARING	3
312000	EARTH MOVING	7

DIVISION 32 - EXTERIOR IMPROVEMENTS

321313	PORTLAND CEMENT CONCRETE PAVING	10
323113	CHAIN LINK FENCING	4
323119	ORNAMENTAL FENCING	4
328423	IRRIGATION	9
329223	SODDING	3
329300	TREE PLANTING	8

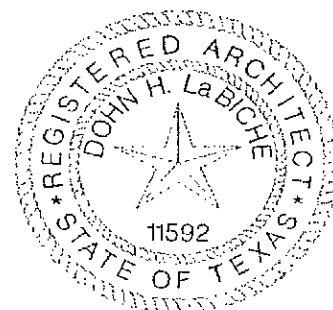
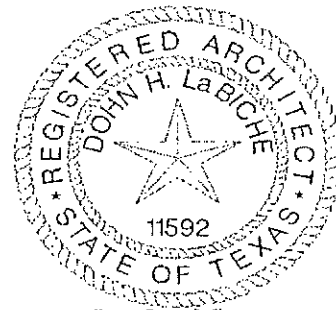


EXHIBIT B

PORT ARTHUR EDC RECREATIONAL AREA
INSIDE SPUR 93 BUSINESS PARK, PORT ARTHUR, TEXAS
A101-2007
01.20.16

LANDSCAPE DRAWINGS

CS COVER SHEET
C1.0 SITE SURVEY
C2.0 SITE PLAN
C3.0 STAKING AND LAYOUT PLAN
C4.0 GRADING PLAN
C5.0 SITE DETAILS
C5.1 SITE DETAILS
L1.0 LANDSCAPE AND IRRIGATION PLAN



A handwritten signature in black ink, appearing to read "Dohy H. LaBiche", positioned directly below the professional seal.

EXHIBIT C
PORT ARTHUR EDC RECREATIONAL AREA
INSIDE SPUR 93 BUSINESS PARK, PORT ARTHUR, TEXAS
A101-2007
01.20.16

Article 11 – Insurance

Add:

- 11.1.1.1 Liability insurance shall include all major divisions of coverage and be on a comprehensive basis including:
- A. Premises Operations (including S, C, and U coverages as applicable).
 - B. Independent Contractor's Protective.
 - C. Products and Completed Operations.
 - D. Personal Injury Liability with Employment Exclusion deleted.
 - E. Contractual, including specified provision for Contractor's obligation under Paragraph 3.18.
 - F. Owned, non-owned and hired motor vehicles.
 - G. Broad Form Property Damage including Completed Operations.
- 11.1.1.2 If the General Liability coverages are provided by a Commercial General Liability Policy on a claims-made basis, the policy date or Retroactive Date shall predate the Contract; the termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained after final payment, certified in accordance with Subparagraph 9.10.2.
- 11.1.4 The insurance required by Subparagraph 11.1.5 shall be written for not less than the following limits, or greater if required by law:

INSURANCE

See CITY OF PORT ARTHUR BIDDERS REQUIREMENTS – INSURANCE REQUIREMENTS, WORKMANS COMPENSATION INSURANCE & CITY OF BEAUMONT INSURANCE REQUIREMENT AFFIDAVIT

- 11.1.2 Add the following sentence:

If this insurance is written on the Comprehensive General Liability policy form, the Certificates shall be AIA Document G705, Certificate of Insurance. If this insurance is written on a Commercial General Liability policy form, ACORD form 25S will be acceptable.

- 11.2 Owner's Liability Insurance
11.2.1 Change Subparagraph 11.2.1 to read:

The Contractor shall purchase and maintain insurance covering the Owner's contingent liability for claims which may arise from operations under the Contract. This insurance shall be the same limits as stated in 11.1.6.2 above and shall be issued in the name of the Owner and the Architect.