

BEAUMONT

TEXAS

REGULAR MEETING OF THE CITY COUNCIL COUNCIL CHAMBERS AUGUST 4, 2015 1:30 P.M.

CONSENT AGENDA

- * Approval of minutes – July 28, 2015
- * Confirmation of committee appointments

Reverend David Robinson will fill the unexpired term of Dwaine K. Augustine on the Police Department Community Advisory Committee. The term would commence August 4, 2015 and expire January 24, 2017. (Councilmember Robin Mouton)

Carl Briggs would be reappointed to the Parks and Recreation Advisory Committee. The current term would expire July 10, 2017. (Councilmember Robin Mouton)

Georgine Guillory would be reappointed to the Community Development Advisory Committee. The current term would expire June 11, 2017. (Councilmember Robin Mouton)

Georgine Guillory would be reappointed to the Small Business Revolving Loan Fund Board. The current term would expire June 11, 2017. (Councilmember Robin Mouton)

Deloris Comeaux Guidry would be reappointed to the Community Development Advisory Committee. The current term would expire July 10, 2017. (Councilmember Gethrel Williams-Wright)

Dora Nisby would be reappointed to the Community Development Advisory Committee. The current term would expire July 5, 2017. (Councilmember Gethrel Williams-Wright)

Lynda Kay Makin would be reappointed to the Planning and Zoning Commission. The current term would expire April 14, 2018. (Mayor Becky Ames)

Dana L. Timaeus would be reappointed to the Board of Adjustment (Zoning). The current term would expire May 12, 2017. (Mayor Becky Ames)

- A) Approve a payment to Jefferson County for the City of Beaumont's share of the annual maintenance cost for the 800 MHz radio system
- B) Approve the appointment of Kelli Colbert as an Assistant City Attorney II and setting her starting compensation
- C) Authorize the law firm of Pate and Spivey, L.L.C. to bring suit against Payne's Wrecker Service, Inc. d/b/a Payne and Sons Body Shop and Wrecker and Russell Huff for damages caused to the City as a result of an automobile accident on or about July 23, 2013
- D) Authorize the City Manager to sign a contract with the South East Texas Regional Planning Commission (SETRPC) related to the planning, development and operation of the Regional 9-1-1 System
- E) Authorize the settlement of the lawsuit styled Pamela Cole v. Emilio Romero; Cause No. 23081

RESOLUTION NO.

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

THAT the following reappointments be made:

<u>Reappointment</u>	<u>Commission</u>	<u>Beginning of Term</u>	<u>Expiration of Term</u>
Carl Briggs	Parks & Recreation Advisory Committee	08/04/2015	07/10/2017
Georgine Guillory	Community Development Advisory Commission	08/04/2015	06/11/2017
Georgine Guillory	Small Business Revolving Loan Fund Board	08/04/2015	06/11/2017
Deloris Comeaux Guidry	Community Development Advisory Committee	08/04/2015	07/10/2017
Dora Nisby	Community Development Advisory Committee	08/04/2015	07/05/2017
Lynda Kay Makin	Planning and Zoning Commission	08/04/2015	04/14/2018
Dana L. Timaeus	Board of Adjustment	08/04/2015	05/12/2017

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 4th day of
August, 2015.

- Mayor Becky Ames -

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT Reverend David Robinson is appointed to the Police Department Community Advisory Committee to fill the unexpired term of Dwaine K. Augustine. The term will commence August 4, 2015 and expire January 24, 2017.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 4th day of August, 2015.

- Mayor Becky Ames -

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Bart Bartkowiak, Chief Technology Officer

MEETING DATE: August 4, 2015

REQUESTED ACTION: Council consider a resolution approving a payment to Jefferson County in the amount of \$211,359.82 for the City of Beaumont's share of the annual maintenance cost for the 800 MHz radio system.

BACKGROUND

The 800 MHz radio system is used by EMS, Fire, Police and numerous other departments throughout the City for daily communications. The purchase is exempt from competitive bidding since it is available from only one (1) source having exclusive rights to maintain the radio infrastructure. The maintenance agreement provides for constant monitoring of the radio system and 911 dispatch centers as well as dispatching of repair personnel with replacement parts when required.

The 800 MHz radio system is shared with Jefferson County, Hardin County, Orange County, the cities of Groves, Nederland, Port Arthur and Port Neches, the Port of Beaumont, BISD, WD10 and Lamar University's Police Department. The annual cost of the maintenance contract is divided among all agencies by the number of radios each agency has on the system. Total billing to the City of Beaumont was reduced by a credit for costs incurred supporting the system during the past year.

FUNDING SOURCE

General Fund, Water, Solid Waste and Fleet.

RECOMMENDATION

Approval of Resolution.

JEFFERSON COUNTY

1149 PEARL 7TH FLOOR
BEAUMONT, TX 77701

INVOICE

SERVICES PROVIDED FOR:
City of Beaumont
Attn: Bart Bartkowiak
801 Main
Beaumont, Tx 77701

INVOICE DATE | 6/2/15
INVOICE NUMBER | 1502

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	800 MHz Radio System Annual Cost 5/1/2015 - 4/30/2016. See attached for detail.	245,392.78	\$245,392.78
1	Credit for costs paid by City	(34,032.96)	(\$34,032.96)
1	Credit for costs paid by City on behalf of Jefferson County	0.00	0.00
			211,359.82
			\$211,359.82

Questions concerning this invoice?
Call: Mark Dubois
(409) 835-8734

MAKE ALL CHECKS PAYABLE TO:
JEFFERSON COUNTY
1149 PEARL 7TH FLOOR
BEAUMONT, TX 77701

\$211,359.82
PAY THIS
AMOUNT



SERVICES AGREEMENT

Attn: National Service Support/4th fl
 1301 East Algonquin Road
 (800) 247-2346

Contract Number: S00001017979
 Contract Modifier: RN28-SEP-14 20:31:12

Date: 02/25/2015

Company Name:	Jefferson County Sheriffs Dept
Attn:	
Billing Address:	1001 Pearl St
City, State, Zip:	Beaumont, TX, 77701
Customer Contact:	Mark Dubois
Phone:	(409)835-8734

Required P.O.: No
 Customer #: 1011951705
 Bill to Tag #: 0001
 Contract Start Date: 05/01/2015
 Contract End Date: 04/30/2016
 Anniversary Day: Apr 30th
 Payment Cycle: ANNUAL
 PO #:

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC01SVC1101C	INFRASTRUCTURE REPAIR WITH ADV REPL		
3	SVC060AD	ASTRO25 DISPATCH SITE	\$231.00	\$2,772.00
6	SVC062AD	ASTRO25 OPERATOR POSITIONS	\$462.00	\$5,544.00
1	SVC135AG	ASTRO25 M2 CORE	\$933.33	\$11,199.96
15	SVC251AA	ENH: SMARTZONE SITE	\$1,980.00	\$23,760.00
101	SVC252AA	ENH: SMARTZONE STATION	\$6,948.80	\$83,385.60
27	SVC256AA	ENH: SMARTZONE OPER POSITION	\$3,423.60	\$41,083.20
2	SVC261AA	ENH: CONVENTIONAL SITE	\$126.80	\$1,521.60
10	SVC262AA	ENH: CONVENTIONAL STATION	\$528.00	\$6,336.00
	SVC01SVC1102C	DISPATCH SERVICE		
3	SVC084AD	ASTRO25 DISPATCH SITE	\$87.00	\$1,044.00
1	SVC226AG	ASTRO25 M2 CORE	\$408.16	\$4,897.92
8	SVC234AA	ENH: SMARTZONE SITE	\$254.40	\$3,052.80
101	SVC235AA	ENH: SMARTZONE STATION	\$747.40	\$8,968.80
27	SVC239AA	ENH: SMARTZONE OPERATOR POSITION	\$226.80	\$2,721.60
7	SVC242AC	ENH: DISPATCH CENTER LOCATION	\$560.00	\$6,720.00
2	SVC244AA	ENH: CONVENTIONAL SITE	\$63.60	\$763.20
10	SVC245AA	ENH: CONVENTIONAL STATION	\$54.00	\$648.00
	SVC01SVC1103C	NETWORK MONITORING		
1	SVC170AG	ASTRO25 M2 CORE	\$408.16	\$4,897.92
1	SVC271AA	ENH: SMARTZONE SYSTEM	\$1,276.00	\$15,312.00
8	SVC275AA	ENH: SMARTZONE SITE	\$313.60	\$3,763.20
101	SVC276AA	ENH: SMARTZONE STATION	\$1,494.80	\$17,937.60
	SVC01SVC1104C	TECHNICAL SUPPORT		
3	SVC040AD	ASTRO25 DISPATCH SITE	\$223.59	\$2,683.08
8	SVC131AA	ENH: SMARTZONE SITE	\$144.00	\$1,728.00
101	SVC132AA	ENH: SMARTZONE STATION	\$1,070.60	\$12,847.20
27	SVC134AA	ENH: SMARTZONE OPERATOR POSITI	\$226.80	\$2,721.60
2	SVC139AA	ENH: CONVENTIONAL SITE	\$25.60	\$307.20
10	SVC140AA	ENH: CONVENTIONAL STATION	\$74.00	\$888.00
1	SVC146AA	ENH: SMARTZONE SYSTEM	\$44.00	\$528.00
1	SVC206AG	ASTRO25 M2 CORE	\$952.38	\$11,428.56

7	SVC455AE SVC01SVC1405C	ENH: DISPATCH SITE NETWORK PREVENTATIVE MAINTENANCE A	\$0.07	\$0.84
3	SVC126AD	ASTRO25 DISPATCH SITE	\$96.27	\$1,155.24
6	SVC128AD	ASTRO25 OPERATOR POSITIONS	\$83.28	\$999.36
111	SVC212AA	ENH: GROUND ACCESSIBLE STATION	\$1,110.00	\$13,320.00
27	SVC213AA	ENH: GROUND ACCESSIBLE OPERATO	\$270.00	\$3,240.00
17	SVC850AA SVC01SVC1413C	SITE PM ACCESS A ONSITE INFRASTRUCTURE RESPONSE-PREMIER	\$170.00	\$2,040.00
3	SVC115AD	ASTRO25 DISPATCH SITE	\$1,514.08	\$18,168.96
6	SVC117AD	ASTRO25 OPERATOR POSITIONS	\$15.50	\$186.00
10	SVC218AC	ENH: ONSITE INFRASTRUCTURE RESPONSE-SITE	\$3,150.00	\$37,800.00
111	SVC219AC	STATIONS	\$15,734.25	\$188,811.00
27	SVC220AC	OPERATOR POSITIONS	\$3,402.00	\$40,824.00
1	SVC517AG	ASTRO25 M2 CORE	\$2,281.50	\$27,378.00
7	SVC990AA	DISPATCH CENTER LOCATION	\$2,205.00	\$26,460.00

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS	Subtotal - Recurring Services	\$53,320.37	\$639,844.44
	Subtotal - One-Time Event Services	\$.00	\$.00
	Total	\$53,320.37	\$639,844.44
	Taxes	-	-
	Grand Total	\$53,320.37	\$639,844.44
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA.			
	Subcontractor(s)	City	State
	MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
	MOTOROLA SYSTEM SUPPORT CENTER-NETWORK MGMT DO067	SCHAUMBURG	IL
	MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
	MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
	KAY ELECTRONICS INC	BEAUMONT	TX

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
	Territory Svcs Director	4-7-2015
MOTOROLA REPRESENTATIVE(SIGNATURE)	TITLE	DATE
Mike Duke	972-277-4661	
MOTOROLA REPRESENTATIVE(PRINT NAME)	PHONE	

Company Name: Jefferson County Sheriffs Dept
Contract Number: S00001017979
Contract Modifier: RN28-SEP-14 20:31:12
Contract Start Date: 05/01/2015
Contract End Date: 04/30/2016

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 approve payment of an invoice in the amount of \$211,359.82 to Jefferson County for the renewal of an annual maintenance agreement with Motorola for support of the 800MHz radio system.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 4th day of August, 2015.

- Mayor Becky Ames -

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Tyrone E. Cooper, City Attorney

MEETING DATE: August 4, 2015

REQUESTED ACTION: Council consider a resolution approving the appointment of Kelli Colbert as an Assistant City Attorney II and setting her starting compensation.

BACKGROUND

Under the Charter, the City Attorney may appoint his assistants with the approval of the City Council at such compensation as set by the Council. There has been a vacancy created in the department by the resignation of Grant Boston. Ms. Colbert is very qualified for the position. The City Attorney recommends that the appointment of Kelli Colbert as an Assistant City Attorney II for the City of Beaumont be approved at a starting salary of \$50,000 together with all other benefits of a civilian employee.

FUNDING SOURCE

The amount necessary to pay the salary and benefits of the position are available in the City Attorney's budget.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the appointment of Kelli Colbert as Assistant City Attorney II for the City of Beaumont be and the same is hereby approved and her initial salary is established at \$50,000 annually together with all other benefits and terms and conditions of civilian employment as established by policy and budget of the City of Beaumont.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 4th day of August, 2015.

- Mayor Becky Ames -

BEAUMONT

— T E X A S —

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Tyrone E. Cooper, City Attorney

MEETING DATE: August 4, 2015

REQUESTED ACTION: Council consider a resolution authorizing the law firm of Pate and Spivey, L.L.C. to bring suit against Payne's Wrecker Service, Inc. d/b/a Payne and Sons Body Shop and Wrecker and Russell Huff for damages caused to the City as a result of an automobile accident on or about July 23, 2013.

BACKGROUND

On or about July 23, 2013, a tow truck driven by Russell Huff and owned by Payne's Wrecker Service ran a red light at the intersection of College and Orleans slamming into a City of Beaumont bus. The insurance company for Payne's Wrecker Service has failed to pay the City all the damages the City is entitled to recover as a result of the accident in question.

Accordingly, authorization is sought from the City Council for Pate and Spivey, L.L.C. to bring suit against Payne's Wrecker Service, Inc. d/b/a Payne and Sons Body Shop and Wrecker and Russell Huff to collect damages the City is entitled to recover as a result of the accident in question.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

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

THAT the City Attorney is hereby authorized to file and prosecute a lawsuit against Payne's Wrecker Service, Inc., d/b/a Payne and Sons Body Shop and Wrecker and Russell Huff for damages caused to the City as a result of an automobile accident on or about July 23, 2013.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 4th day of August, 2015.

- Mayor Becky Ames -

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Bart Bartkowiak, Chief Technology Officer

MEETING DATE: August 4, 2015

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to sign a contract with the South East Texas Regional Planning Commission (SETRPC) related to the Regional 9-1-1 System.

BACKGROUND

The City of Beaumont and the SETRPC first signed a similar agreement in February 1999. The current agreement was signed in June 2013 and expires August 31, 2015. The proposed agreement is for a two-year period effective September 1, 2015. The agreement was developed in cooperation with the SETRPC Legal Counsel and the Commission on State Emergency Communications (CSEC) and meets the State of Texas requirements of program and system accountability regarding the 9-1-1 program. The agreement outlines the roles and responsibilities of the SETRPC and local governments in the provision of 9-1-1 related service.

FUNDING SOURCE

Not applicable.

RECOMMENDATION

Approval of resolution.



Emergency Network

South East Texas
Regional Planning Commission

July 15, 2015

Ricky Smith
Beaumont 9-1-1 Center
700 Orleans St
Beaumont, Texas 77627

Dear Mr. Smith:

The South East Texas Regional Planning Commission 9-1-1 Emergency Network has developed an "Interlocal Agreement for Operation of a Regional 9-1-1 System" that meets the State of Texas requirements of program and system accountability regarding maintenance, equipment upgrade, and training associated with the 9-1-1 program. This agreement replaces the current two year contract that expires on August 31, 2015 with SETRPC. There are no changes with this new agreement other than extending the two year term which is set to expire on August 31, 2017. Execution of this contract is needed as a part of our regional effort to enhance 9-1-1 telecommunications at each of the twelve (12) PSAP locations throughout Hardin, Jefferson and Orange counties.

We have enclosed two originals of this agreement for your review and approval by the City Council. Please return the signed agreements to my office by August 15, 2015.

Should any questions arise, feel free to contact me at (409) 899-8444 x6106.

Sincerely,

Jeff Wilmore
Program Specialist
9-1-1 Emergency Network

PD/
Enclosure

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 a two (2) year Interlocal Contract between the City of Beaumont and South East Texas Regional Planning Commission (SETRPC) relating to the planning, development, operation and provision of 9-1-1 services and the use of 9-1-1 funds. The Interlocal Contract 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 4th day of August, 2015.

- Mayor Becky Ames -

**SOUTH EAST TEXAS REGIONAL PLANNING COMMISSION
9-1-1 EMERGENCY COMMUNICATIONS**

**INTERLOCAL CONTRACT RELATING TO THE
PLANNING, DEVELOPMENT, OPERATION AND PROVISION
OF 9-1-1 SERVICE AND THE USE OF 9-1-1 FUNDS**

**This Contract is entered into between the
South East Texas Regional Planning Commission**

and the

City of Beaumont, Texas

South East Texas Regional Planning Commission

INTERLOCAL CONTRACT FOR
PLANNING, DEVELOPMENT, OPERATION AND PROVISION
OF 9-1-1 SERVICE AND USE OF 9-1-1 FUNDS

Parties and Purpose

1.1 The South East Texas Regional Planning Commission (SETRPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. SETRPC has developed a Strategic Plan for the administration and operation of 9-1-1 emergency telephone service in Hardin, Jefferson and Orange counties. The Commission on State Emergency Communications (CSEC) has approved SETRPC's current strategic plan.

1.2 The City of Beaumont, Texas (Public Agency) is a Texas municipality that operates one or more Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as authorized by Chapter 771 of the Health and Safety Code.

1.3 This contract is entered into between SETRPC and Public Agency under Chapter 791 of the Government Code. This contract relates to the planning, development, operation and provision of 9-1-1 service, the use of 9-1-1 funds, and adherence to applicable law.

Goods and Services

2.1 Public Agency agrees to:

- (1) cooperate with SETRPC in acquiring and installing necessary equipment for the 9-1-1 system;
- (2) comply with applicable provisions of the Uniform Grant Management Standards, as established by the Governor's Office of Budget and Planning, under the authority of Chapter 783 of the Texas Government Code.
- (3) comply with the Uniform Grant Management Standards, applicable law, and SETRPC policies, as outlined in Section 3 of this contract, related to ownership, transfer of ownership, and /or control of equipment acquired with 9-1-1 funds in connection with providing 9-1-1 service;
- (4) abide by all rules, regulations, performance training standards, etc. adopted by SETRPC and CSEC or its successor agency;

(5) purchase supplies such as printer paper, printer ribbons, cleaning materials, etc. necessary for the continuous operation of PSAP(s);

(6) secure the premises of PSAP(s) against unauthorized entrance and protect the 9-1-1 equipment from unauthorized use and ensure sufficient controls and security exists by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

(7) practice preventive maintenance for the 9-1-1 equipment, including at a minimum, testing emergency power generators periodically, and ensuring that all equipment is working properly;

(8) participate in emergency communications training for call-takers/dispatchers as scheduled and provided by SETRPC;

(9) complete such reports and other documentation as may be reasonably required by CSEC, the PSAPs, SETRPC, or the service provider.

E 9-1-1 Equipment Purchasing and Leasing

3.1 (a) SETRPC hereby agrees to provide services and equipment, whether purchased or leased, for Public Agency including all non-recurring and monthly recurring charges for equipment and network charges as approved by the CSEC. SETRPC also agrees to provide for repairs, updates to and replacement of equipment as deemed necessary by SETRPC and as approved by the CSEC.

(b) All leased equipment remains the sole property of the lessor.

3.2 Except as noted in paragraph 3.6, SETRPC owns all 9-1-1 equipment purchased on behalf of Public Agency with emergency service fees. Public Agency is licensed to use the 9-1-1 equipment in providing enhanced 9-1-1 emergency telephone services.

3.3 Public Agency agrees to notify SETRPC in writing before encumbering, transferring, or otherwise disposing of the 9-1-1 equipment. Further, upon the installation of any additional equipment or software by SETRPC, Public Agency agrees to comply with the provisions of Exhibit "A" attached hereto and incorporated herein as referenced.

3.4 Public Agency acknowledges that SETRPC representatives will visit Public Agency on a regular basis to monitor functionality and use of all equipment associated with 9-1-1 call handling and processing and on an annual basis to conduct a physical inventory of all said equipment.

3.5 Paragraphs 3.1, 3.2 and 3.3 survive the expiration or early termination of this contract and continue in effect so long as Public Agency uses the 9-1-1 equipment.

3.6 When 9-1-1 equipment is purchased with a combination of monies from Public Agency and emergency service fees, SETRPC may elect to transfer ownership of said equipment to Public Agency. SETRPC will provide Public Agency with a "Certification of Purchase by City/County/Agency Transfer of Ownership" document outlining the responsibilities of Public Agency. Those responsibilities include, but are not limited to, maintenance of equipment and ensuring equipment is fully functional at all times.

3.7 SETRPC will provide 9-1-1 funds to Public Agency and/or PSAP(s) on a reimbursement basis using a monitoring process that provides assurances that the reimbursement requests from the Public Agency and/or PSAP(s) are complete, accurate and appropriate.

Effective Date and Term of Contract

4.1 The term of this contract shall be two years, effective on September 1, 2015 and shall terminate on August 31, 2017.

Independent Contractor

5.1 Public Agency is not an employee or agent of SETRPC, but furnishes services under this contract solely as an independent contractor.

Assignment and Subcontracting

6.1 Public Agency may not assign its rights or subcontract its duties under this contract without the prior written consent of SETRPC. An attempted assignment or subcontract in violation of this paragraph is void.

6.2 If SETRPC consents to subcontracting, each subcontract is subject to all of the terms and conditions of this contract, and Public Agency agrees to furnish a copy of this contract to each of its subcontractors.

Records

7.1 Public Agency agrees to assist SETRPC, where applicable, in maintaining a current inventory of all 9-1-1 equipment, consistent with the Uniform Grant Management Standards and applicable federal and state law.

7.2 Public Agency and PSAP(s) agree to comply with SETRPC requirements for documenting and reporting 9-1-1 data base errors and ANI/ALI problems.

7.3 Public Agency and PSAP(s) agree to maintain, consistent with Uniform Grant Management Standards and applicable federal and state law, adequate fiscal records and supporting documentation for all 9-1-1 funds reimbursed to Public Agency and PSAP(s) and all 9-1-1 funds spent by Public Agency and PSAP(s).

7.4 Subject to the additional requirement of paragraph 7.5, Public Agency agrees to preserve records, at a minimum, for three years.

7.5 If an audit of or information in the records is disputed or the subject of litigation, Public Agency agrees to preserve the records until the dispute or litigation is finally concluded, regardless of the expiration or early termination of this contract.

7.6 SETRPC is entitled to inspect and copy, during normal business hours at Public Agency's offices where they are maintained, the records maintained under this contract for as long as they are preserved.

7.7 SETRPC is also entitled to visit Public Agency's offices, talk to its personnel, monitor and inventory equipment, and audit its records, all during normal business hours, to assist in evaluating its performance under this contract.

7.8 SETRPC, CSEC, the Texas State Auditor, and/or their duly authorized representatives, shall have access to and the right to examine all books, accounts, records, files, and /or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the Public Agency, PSAP(s), or by any other entity that has performed or will perform addressing or addressing data base maintenance activities.

Nondiscrimination and Equal Opportunity

8.1 Public Agency shall not exclude anyone from participating under this contract, deny anyone benefits under this contract, or otherwise unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, sex, age, disability, handicap, or national origin.

Dispute Resolution

9.1 The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with paragraphs 9.1-9.3, until they have exhausted the procedures set out in these paragraphs.

9.2 At the written request of either party, each party shall appoint one

nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

9.3 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Jefferson County for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services.

9.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

**Suspension for Unavailability of Funds; Withholding, Decrease
or Reimbursement of Funds Due to Non-compliance**

10.1 Public Agency acknowledges that SETRPC's sole source of funding for this contract is 9-1-1 emergency service fees. In the event that:

- (1) SETRPC's approved budget and/or appropriations to CSEC from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Public Agency provided for in this Agreement, and
- (2) Such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of SETRPC, and
- (3) SETRPC has exhausted all funds legally available for reimbursement to Public Agency, and no other legal procedures shall exist whereby payment hereunder can be made to Public Agency; and
- (4) SETRPC has negotiated in good faith with Public Agency to develop an alternative payment schedule or new agreement that will accommodate SETRPC's approved budget and/or appropriations for the applicable period, then SETRPC will not be obligated to reimburse Public Agency for the applicable budget year(s).

10.2 Public Agency acknowledges that SETRPC may withhold, decrease or seek reimbursement of 9-1-1 funds in the event such funds are or were used in non-compliance with applicable federal or state law. Further, Public Agency and PSAP(s) shall return or reimburse SETRPC and/or CSEC, as applicable, any 9-1-1 funds used in non-compliance with applicable law. Such return or reimbursement of 9-1-1 funds to SETRPC and/or the CSEC, as applicable, shall be made by the Public Agency or PSAP(s) within sixty (60) days after demand by SETRPC, unless an alternative repayment plan is approved by SETRPC and CSEC.

Termination for Convenience

11.1 Either party may terminate this contract in its entirety for convenience by giving the other notice of intent to terminate. After the notice is received, the parties shall negotiate in good faith the terms and effective date of the termination. In any event, however, this contract terminates 60 calendar days after a party receives the notice of termination.

Notice to Parties

12.1 Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party; (1) when it is delivered to the party personally; (2) when a party receives a facsimile of the notice, as confirmed by the sender's facsimile machine; (3) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 12.2 and signed on behalf of the party; or (4) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in paragraph 12.2.

12.2 SETPRC's address is 2210 Eastex Freeway, Beaumont, Texas 77703 Attention: 9-1-1 Director. SETRPC's telephone number is (409) 724-1911, and its facsimile number is (409) 347-1953. Public Agency's address is 700 Orleans Street, Beaumont, Texas 77701 Attention: Ricky Smith. Public Agency's telephone number is 409-980-7278, and its facsimile number is 409-980-7224.

12.3 Public Agency agrees to notify SETRPC of a change of address or contact information by providing notice of the change in accordance with paragraph 12.1.

Further Agreements; Miscellaneous

13.1 By their respective signatures below, SETRPC, Public Agency, and PSAP(s), as applicable, commit to continue providing 9-1-1 services as a condition of the receipt of 9-1-1 funds as prescribed by the SETRPC Strategic Plan.

13.2 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that such party is legally authorized to perform the obligations undertaken.

13.3 This contract states the entire agreement of the parties, and an amendment to this contract is not effective unless in writing and signed by all parties.

13.4 This contract is binding on and inures to the benefit of the parties'

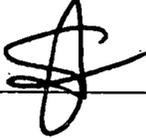
successors in interest.

13.5 This contract is executed in duplicate originals.

CITY OF: BEAUMONT

SOUTH EAST TEXAS REGIONAL PLANNING
COMMISSION

Signature _____

Signature  _____

Printed Name: _____

Printed Name: Shaun P. Davis

Title: _____

Title: Executive Director

Date: _____

Date: July 16, 2015

EXHIBIT A

PSAP RULES REGARDING 9-1-1 EQUIPMENT

1. Only the designated Dispatch Supervisor or other designated supervisor is to have the administrative password or security code for the 9-1-1 computer equipment.
2. No unauthorized software is to be loaded onto the 9-1-1 system.
3. No unauthorized personnel are to service or repair the 9-1-1 system components.
4. No unauthorized personnel are to use the 9-1-1 system.
5. PSAP personnel are responsible for reporting any hardware or software problems to the appropriate service provider and/or SETRPC within a reasonable period from the time the problem is first detected.
6. Public Agency and PSAP(s) shall be liable for expenses incurred by the SETRPC in repairing or replacing software or hardware that must be replaced due to abuse or negligence or as a direct result of any violation of the rules stated herein.
7. Public Agency and PSAP(s) will not be held monetarily liable for costs incurred for items that are covered by warranty, or if they are the result of an incident over which they have no control (i.e. lightning, water as a result of flooding, power failure, etc.)
8. Failure to abide by these rules may result in the SETRPC terminating this agreement and not placing a PSAP at that location.

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Tyrone E. Cooper, City Attorney

MEETING DATE: August 4, 2015

REQUESTED ACTION: Council consider a resolution authorizing the settlement of the lawsuit styled Pamela Cole v. Emilio Romero; Cause No. 23081.

BACKGROUND

The lawsuit styled Pamela Cole v. Emilio Romero; Cause No. 23081, was presented and discussed in Executive Session held on June 9, 2015. The City Attorney is requesting authority to settle this suit in the amount of \$9,500.00.

FUNDING SOURCE

General Liability Fund.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, the lawsuit styled Pamela Cole v. Emilio Romero; Cause No. 23081 was discussed in Executive Session properly called and held Tuesday, June 9, 2015; and,

WHEREAS, the City Attorney is requesting authority to settle this lawsuit;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

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

THAT the City Attorney be, and he is hereby, authorized to settle the lawsuit styled Pamela Cole v. Emilio Romero; Cause No. 23081 for the sum of Nine Thousand Five Hundred and XX/100 Dollars (\$9,500.00); and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute all documents related to settlement of the lawsuit.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 4th day of August, 2015.

- Mayor Becky Ames -

BEAUMONT

TEXAS

REGULAR MEETING OF THE CITY COUNCIL COUNCIL CHAMBERS AUGUST 4, 2015 1:30 P.M.

AGENDA

CALL TO ORDER

- * Invocation Pledge Roll Call
- * Presentations and Recognition
- * Public Comment: Persons may speak on scheduled agenda item No. 1/Consent Agenda
- * Consent Agenda

GENERAL BUSINESS

1. Consider a resolution approving the award of a bid to Brystar Contracting, Inc., of Beaumont for the Reconstruction and Widening of Avenue A (South of Elgie Street to Washington Boulevard)

COMMENTS

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

EXECUTIVE SESSION

- * Consider matters related to contemplated or pending litigation in accordance with Section 551.071 of the Government Code:

Claim against Joe Marcus Mejia

Claim against Gustavia Joseph a/k/a Gustavia Joseph Turner, Terry L. Brooks, and Charlotta T. Broussard

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 three days prior to the meeting.

August 4, 2015

Consider a resolution approving the award of a bid to Brystar Contracting, Inc., of Beaumont for the Reconstruction and Widening of Avenue A (South of Elgie Street to Washington Boulevard)

BEAUMONT

TEXAS

TO: City Council

FROM: Kyle Hayes, City Manager

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

MEETING DATE: August 4, 2015

REQUESTED ACTION: Council consider a resolution approving the award of a bid to Brystar Contracting, Inc., of Beaumont, Texas in the amount of \$2,158,069.50 for the Reconstruction and Widening of Avenue A (South of Elgie Street to Washington Boulevard).

BACKGROUND

A grant from the Texas Community Development Block Grant (CDBG) Disaster Recovery Program administered by the Texas General Land Office (GLO) for areas impacted by Hurricane Ike was awarded for the Reconstruction and Widening of Avenue A (South of Elgie Street to Washington Boulevard).

The City will remove the existing three (3) lane roadway and construct a new curb and gutter roadway to its original width with ADA compliant sidewalks. Work includes: constructing stabilized sub-grade, base, and concrete surface; construct curb and gutter, sidewalks with ADA compliant ramps, driveways, and remove existing miscellaneous items as needed; install signage and pavement markings; and perform site work associated with construction.

Drainage work includes installing a new storm sewer system, inlets, manholes, headwalls, construct erosion features, and install other associated appurtenances. The City will also make water and sewer line improvements including replacement of existing lines, sanitary sewer line replacement via pipe burstings, adjust manholes, install new fire hydrant assemblies, and install other associated appurtenances.

On July 23, 2015, the City received four (4) bids for this project. The bid totals are shown below with the unit cost tabulation attached.

Avenue A
August 4, 2015
Page 2

Contractor	Location	Bid
Brystar Contracting, Inc.	Beaumont	\$2,158,069.50
Allco, LTD.	Beaumont	\$2,317,514.26
APAC Inc.	Beaumont	\$2,325,647.55
Excavation & Construction, LLC.	Nederland	\$2,362,876.26

At total number of 180 days were allocated for the completion of this project. Brystar Contracting, Inc. is a Certified MBE/HUB company.

FUNDING SOURCE

A Texas General Land Office (GLO) Disaster Recovery Grant in the amount of \$1,423,471.00 is available for this project. The remaining balance of approximately \$735,000 is available in the Capital Program (Public Works Projects and Water and Sewer Projects).

RECOMMENDATION

Approval of resolution.

CITY OF BEAUMONT
 BID TAB
 RECONSTRUCTION AND WIDENING OF AVENUE A (SOUTH TO ELGIE ST. TO WASHINGTON BLVD.)

Item No.	Item Code	Alt	Description	Estimated Quantity	Unit Measure	BRYSTAR CONTRACTING INC.		ALLCO LTD		APAC INC.		EXCAVATION & CONSTRUCTION, LLC	
						Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
100	2002		PREPARING ROW	16.90	STA	\$4,500.00	\$76,050.00	\$3,100.00	\$52,390.00	\$2,000.00	\$33,600.00	\$5,548.31	\$93,766.44
104	2001		REMOVING CONC (PAV)	6,291.00	SY	\$9.30	\$58,506.30	\$21.00	\$132,111.00	\$11.50	\$72,348.50	\$4.81	\$30,259.71
104	2017		REMOVING CONC (DRIVEWAYS)	671.00	SY	\$7.20	\$4,831.20	\$31.00	\$20,801.00	\$21.00	\$14,091.00	\$6.37	\$4,274.27
110	2001		EXCAVATION (ROADWAY)	5,395.00	CY	\$13.50	\$72,832.50	\$26.00	\$140,270.00	\$16.00	\$86,320.00	\$15.22	\$82,111.90
132	2004		EMBANKMENT (FINAL)(DENS CONT)(TY B)	110.00	CY	\$35.00	\$3,850.00	\$205.00	\$22,550.00	\$64.00	\$7,040.00	\$71.35	\$7,848.50
162	2002		BLOCK SODDING	2,316.00	SY	\$3.50	\$8,106.00	\$7.00	\$16,212.00	\$3.10	\$7,178.80	\$3.30	\$7,642.80
164	2009		BROADCAST SEED (TEMP) (WARM)	1,168.00	SY	\$0.10	\$115.80	\$1.10	\$1,273.80	\$0.45	\$521.10	\$0.47	\$544.26
168	2001		VEGETATIVE WATERING	38.00	MG	\$55.00	\$2,090.00	\$181.00	\$6,878.00	\$32.00	\$1,216.00	\$173.37	\$6,589.06
247	2240		FL BS (CMP IN PLACE) (TY A GR 2)(12")	7,781.00	SY	\$32.00	\$248,992.00	\$41.00	\$319,021.00	\$31.00	\$241,211.00	\$39.02	\$303,614.62
314	2018		EMULS ASPH (PRIME)(AE-P)	60.00	GAL	\$10.50	\$630.00	\$421.00	\$25,860.00	\$13.00	\$780.00	\$11.00	\$660.00
340	2007		D-GR HMA(METH) TY-A PG70-22	196.00	TON	\$165.00	\$32,340.00	\$126.00	\$24,686.00	\$170.00	\$33,320.00	\$162.50	\$31,730.00
340	2122		D-GR HMA(METH) TY-D PG70-22	48.20	TON	\$275.00	\$13,255.00	\$281.00	\$13,544.20	\$550.00	\$26,510.00	\$275.00	\$13,255.00
354	****		PLANE ASPH CONC PAV (1/2")	6,406.00	SY	\$6.50	\$41,639.00	\$8.00	\$51,248.00	\$5.66	\$36,193.90	\$5.16	\$33,054.96
360	2018		CURB (TYPE II)	3,158.00	LF	\$3.50	\$11,053.00	\$6.80	\$20,842.80	\$10.00	\$31,580.00	\$3.82	\$12,379.36
360	2025		CONC PAV (JOINT REINF)(8")	7,180.00	SY	\$50.00	\$359,000.00	\$52.00	\$373,360.00	\$66.00	\$473,880.00	\$64.38	\$462,248.40
400	2001		STRUCT EXCAV	2,571.00	CY	\$3.00	\$7,713.00	\$0.91	\$2,571.00	\$5.10	\$13,112.10	\$22.74	\$58,464.54
400	2005		CEM STABIL BKFL	1,121.30	CY	\$40.00	\$44,852.00	\$54.00	\$60,560.20	\$169.00	\$178,286.70	\$101.57	\$113,890.44
402	2001		TRENCH EXCAVATION PROTECTION	1,300.00	LF	\$1.00	\$1,300.00	\$1.00	\$1,300.00	\$3.10	\$4,030.00	\$5.44	\$8,372.00
464	2003		RC PIPE (CL III)(18 IN)	845.00	LF	\$80.00	\$67,600.00	\$89.00	\$75,205.00	\$77.00	\$65,085.00	\$98.37	\$81,432.65
464	2005		RC PIPE (CL III)(24 IN)	338.00	LF	\$125.00	\$42,250.00	\$101.00	\$34,138.00	\$81.00	\$27,378.00	\$97.67	\$33,012.48
464	2007		RC PIPE (CL III)(30 IN)	895.00	LF	\$140.00	\$125,300.00	\$116.00	\$103,820.00	\$102.00	\$91,290.00	\$114.64	\$102,602.80
464	2009		RC PIPE (CL III)(36 IN)	29.00	LF	\$240.00	\$6,960.00	\$121.00	\$3,509.00	\$128.00	\$3,654.00	\$170.17	\$4,934.93
494	2010		RC PIPE (CL III)(42 IN)	7.00	LF	\$350.00	\$2,450.00	\$159.00	\$1,113.00	\$146.00	\$1,022.00	\$468.16	\$3,277.12
465	2001		INLET (COMPL)(TY C)	21.00	EA	\$4,500.00	\$94,500.00	\$4,400.00	\$92,400.00	\$3,850.00	\$80,850.00	\$3,311.98	\$69,551.58
465	2005		MANH (COMPL)(TY M)	8.00	EA	\$10,500.00	\$84,000.00	\$10,187.00	\$81,496.00	\$9,600.00	\$76,800.00	\$10,449.29	\$83,594.32
465	2008		INLET EXT (TY E)	4.00	EA	\$1,500.00	\$6,000.00	\$1,600.00	\$6,400.00	\$2,550.00	\$10,200.00	\$2,752.61	\$11,010.44
467	2234		SET (TY II)(18 IN)(RCP)(6:1) (C)	1.00	EA	\$1,300.00	\$1,300.00	\$1,040.00	\$1,040.00	\$1,825.00	\$1,825.00	\$1,707.51	\$1,707.51
490	2007		REMOVE STRUCTURE PIPE	823.00	LF	\$8.00	\$6,584.00	\$15.50	\$12,756.50	\$19.00	\$15,637.00	\$1.10	\$905.30
496	****		RELOCATE STR (BUS CANOPY)	1.00	EA	\$4,000.00	\$4,000.00	\$10,000.00	\$10,000.00	\$2,500.00	\$2,500.00	\$526.81	\$526.81
496	****		REMOVE STRUCTURE INLET/MANHOLES	12.00	EA	\$600.00	\$7,200.00	\$450.00	\$5,400.00	\$1,025.00	\$12,300.00	\$110.00	\$1,320.00
500	2001		MOBILIZATION	1.00	LS	\$185,000.00	\$185,000.00	\$115,000.00	\$115,000.00	\$231,000.00	\$231,000.00	\$196,118.74	\$196,118.74
502	2001		BARRICADES, SIGNS AND TRAFFIC HANDLING	8.00	MO	\$2,000.00	\$16,000.00	\$6,000.00	\$48,000.00	\$2,000.00	\$16,000.00	\$2,384.04	\$18,912.32
506	2024		BACKHOE WORK (EROSION & SEDIM CONT)	4.50	HR	\$70.00	\$315.00	\$96.50	\$434.25	\$115.00	\$517.50	\$190.97	\$859.37
530	2010		DRIVEWAYS (CONC)(4")	212.00	SY	\$49.00	\$10,388.00	\$115.00	\$24,380.00	\$85.00	\$18,020.00	\$81.68	\$17,316.16
530	2010		DRIVEWAYS (CONC)(6")	735.00	SY	\$50.00	\$36,750.00	\$75.00	\$55,125.00	\$74.00	\$54,390.00	\$80.87	\$59,439.45

CITY OF BEAUMONT
 BID TAB
 RECONSTRUCTION AND WIDENING OF AVENUE A (SOUTH TO ELGIE ST. TO WASHINGTON BLVD.)

Item No.	Item Code	Alt	Description	Estimated Quantity	Unit Measure	BRYSTAR CONTRACTING INC.		ALLCO LTD		APAC INC.		EXCAVATION & CONSTRUCTION, LLC	
						Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
531	2005		CURB RAMPS (TY 1)	7.00	EA	\$1,300.00	\$9,100.00	\$2,790.00	\$19,530.00	\$1,930.00	\$13,510.00	\$955.17	\$6,686.19
531	2005		CURB RAMPS (TY 2)	1.00	EA	\$1,500.00	\$1,500.00	\$3,108.00	\$3,108.00	\$1,830.00	\$1,830.00	\$909.50	\$909.50
531	2010		CURB RAMPS (TY 7)	11.00	EA	\$1,300.00	\$14,300.00	\$2,811.00	\$30,921.00	\$1,900.00	\$20,800.00	\$931.82	\$10,250.02
531	2015		CONC SIDEWALK (4')	1,188.00	SY	\$36.00	\$42,696.00	\$48.00	\$56,928.00	\$55.00	\$65,230.00	\$44.83	\$53,168.38
531	2018		CURB RAMPS (SPECIAL)	1.00	EA	\$1,520.00	\$1,520.00	\$4,421.00	\$4,421.00	\$2,100.00	\$2,100.00	\$966.98	\$966.98
644	****		REMOVE AND RELOCATE CONCRETE SIGN	1.00	EA	\$650.00	\$650.00	\$525.00	\$525.00	\$500.00	\$500.00	\$3,745.23	\$3,745.23
644	2001		INS SM RD SN SUP&AM TY 13BWG(1) SA(P)	8.00	EA	\$800.00	\$7,200.00	\$755.00	\$6,795.00	\$735.00	\$9,615.00	\$797.50	\$7,177.50
644	2060		REMOVE ASM RD SN SUP & AM	9.00	EA	\$200.00	\$1,800.00	\$525.00	\$4,725.00	\$510.00	\$4,590.00	\$27.50	\$247.50
644	****		REMOVE AND REPLACE SIGN SUP & AM	2.00	EA	\$550.00	\$1,100.00	\$525.00	\$1,050.00	\$135.00	\$270.00	\$550.00	\$1,100.00
666	2024		REFL PAV MRK TY I (W) 6" (SLD)(100MIL)	270.00	LF	\$1.70	\$459.00	\$1.50	\$405.00	\$1.55	\$418.50	\$1.85	\$445.50
666	2048		REFL PAV MRK TY I (W) 24" (SLD)(100MIL)	76.00	LF	\$10.00	\$760.00	\$9.00	\$684.00	\$8.15	\$695.40	\$9.90	\$752.40
666	2054		REFL PAV MRK TY I (W)(ARROW)(100MIL)	1.00	EA	\$280.00	\$280.00	\$250.00	\$250.00	\$255.00	\$255.00	\$275.00	\$275.00
666	2096		REFL PAV MRK TY I (W) (WORD)(100MIL)	1.00	EA	\$400.00	\$400.00	\$350.00	\$350.00	\$355.00	\$355.00	\$385.00	\$385.00
666	2105		REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	590.00	LF	\$1.40	\$826.00	\$1.25	\$737.50	\$1.30	\$767.00	\$1.38	\$814.20
666	2111		REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	3,040.00	LF	\$1.30	\$3,952.00	\$1.30	\$3,952.00	\$1.20	\$3,648.00	\$1.27	\$3,860.80
666	2189		PAVEMENT SEALER 4"	3,230.00	LF	\$0.40	\$1,292.00	\$0.35	\$1,130.50	\$0.38	\$1,182.80	\$0.39	\$1,259.70
666	2190		PAVEMENT SEALER 6"	70.00	LF	\$0.60	\$42.00	\$0.50	\$35.00	\$0.52	\$36.40	\$0.55	\$38.50
666	2195		PAVEMENT SEALER 24"	76.00	LF	\$2.20	\$167.20	\$2.00	\$152.00	\$2.05	\$155.80	\$2.20	\$167.20
666	2160		REF PAV MRK TY II (W) (ARROW)	1.00	EA	\$55.00	\$55.00	\$50.00	\$50.00	\$51.00	\$51.00	\$55.00	\$55.00
666	2173		REF PAV MRK TY II (W) (WORD)	1.00	EA	\$85.00	\$85.00	\$75.00	\$75.00	\$76.00	\$76.00	\$82.50	\$82.50
678	2021		PAV SURF PREP FOR MRK (BLAST CLN)(4")	3,230.00	LF	\$0.35	\$1,130.50	\$0.30	\$969.00	\$0.31	\$1,001.30	\$0.33	\$1,065.90
678	2024		PAV SURF PREP FOR MRK (BLAST CLN)(24")	76.00	LF	\$2.00	\$152.00	\$1.80	\$136.80	\$1.85	\$140.60	\$1.88	\$150.48
678	2022		PAV SURF PREP FOR MRK (BLAST CLN)(6")	70.00	LF	\$0.60	\$42.00	\$0.50	\$35.00	\$0.52	\$36.40	\$0.55	\$38.50
678	2028		PAV SURF PREP FOR MRK (BLST CLN)(ARRWS)	1.00	EA	\$55.00	\$55.00	\$50.00	\$50.00	\$51.00	\$51.00	\$55.00	\$55.00
678	2029		PAV SURF PREP FOR MRK (BLST CLN)(WORDS)	1.00	EA	\$85.00	\$85.00	\$75.00	\$75.00	\$76.00	\$76.00	\$82.50	\$82.50
5049	2001		BIOGRD EROSION CONTROL LOGS (8" DIA)	160.00	LF	\$3.00	\$480.00	\$7.50	\$1,200.00	\$5.60	\$896.00	\$6.05	\$968.00
5049	****		BIOGRD EROSION CONTROL LOGS (18" DIA)	60.00	LF	\$7.50	\$450.00	\$17.00	\$1,020.00	\$8.10	\$366.00	\$9.60	\$396.00
SUBTOTAL - ROADWAY AND DRAINAGE							\$1,774,331.50		\$2,079,603.26		\$2,095,393.60		\$2,058,370.70
CITY UTILITIES - SANITARY SEWER													
1			6-inch HDPE Solid Wall Pipe DR 17 or SDR-26 PVC Sanitary Sewer	151.00	LF	\$280.00	\$42,280.00	\$43.00	\$6,493.00	\$76.00	\$11,476.00	\$179.34	\$27,080.34
2			8-inch HDPE Solid Wall Pipe DR 17 or SDR-26 PVC Sanitary Sewer	29.00	LF	\$550.00	\$15,950.00	\$61.00	\$1,769.00	\$101.00	\$2,829.00	\$250.04	\$7,251.16
3			12-inch HDPE Solid Wall Pipe DR 17 or SDR-26 PVC Sanitary Sewer	37.00	LF	\$610.00	\$22,570.00	\$67.00	\$2,479.00	\$117.00	\$4,329.00	\$224.61	\$8,310.57
4			18-inch HDPE Solid Wall Pipe DR 17 or SDR-26 PVC Sanitary Sewer Lines	369.00	LF	\$310.00	\$114,390.00	\$129.00	\$47,601.00	\$163.00	\$60,147.00	\$208.58	\$76,968.02
5			Remove and Replace Furnish and Install 4' Diameter Fiberglass Manhole > 12' Depth	1.00	EA	\$9,000.00	\$9,000.00	\$3,900.00	\$3,900.00	\$4,100.00	\$4,100.00	\$9,387.83	\$9,387.83

CITY OF BEAUMONT
 BID TAB
 RECONSTRUCTION AND WIDENING OF AVENUE A (SOUTH TO ELGIE ST. TO WASHINGTON BLVD.)

Item No.	Item Code	Alt	Description	Estimated Quantity	Unit Measure	BRYSTAR CONTRACTING INC.		ALLCO LTD		APAC INC.		EXCAVATION & CONSTRUCTION, LLC	
						Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
6			Remove and Replace Furnish and Install 4' Diameter Fiberglass Manhole < 12' Depth	4.00	EA	\$8,800.00	\$27,200.00	\$4,800.00	\$19,200.00	\$4,100.00	\$16,400.00	\$9,387.63	\$37,551.32
7			Trench Safety Plan	1.00	LS	\$5,000.00	\$5,000.00	\$750.00	\$750.00	\$2,050.00	\$2,050.00	\$1,210.00	\$1,210.00
8			Trench Safety System	1.00	LS	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$1,025.00	\$1,025.00	\$605.00	\$605.00
9			Clean and Televise the 6, 8, 12, and 15 inch Existing Sanitary Sewer Lines	819.00	LF	\$11.00	\$9,009.00	\$12.00	\$9,828.00	\$12.75	\$10,442.25	\$13.81	\$11,310.39
10			Clean and Televise the 6, 8, 12, and 16 inch Newly Bursted Sanitary Sewer Lines	819.00	LF	\$11.00	\$9,009.00	\$7.00	\$5,733.00	\$6.30	\$5,159.70	\$0.90	\$5,851.10
CITY UTILITIES - WATERLINES													
1			2-inch HDPE SDR-9 PE 3408 Water Line, Blue, Furnished and Installed by open trench or directional drill methods	4.00	LF	\$80.00	\$320.00	\$43.00	\$172.00	\$21.00	\$84.00	\$56.16	\$224.64
2			6-inch HDPE Solid Wall Pipe DR 11 or Class 150 C-900 PVC, Furnish and Installed by open cut or directional bore methods	5.00	LF	\$100.00	\$500.00	\$48.00	\$240.00	\$31.00	\$155.00	\$64.69	\$324.45
3			8-inch HDPE Solid Wall Pipe DR 11 or Class 150 C-900 PVC, Furnished and Installed by open trench or directional drill methods	1,599.00	LF	\$50.00	\$79,950.00	\$56.00	\$89,544.00	\$37.00	\$59,103.00	\$53.49	\$85,530.51
4			Furnish & Install Fire Hydrant Assembly	2.00	EA	\$4,500.00	\$9,000.00	\$4,400.00	\$8,800.00	\$4,200.00	\$8,400.00	\$3,923.26	\$7,846.52
5			Furnish & Install 8" MJ Tee	3.00	EA	\$500.00	\$1,500.00	\$330.00	\$990.00	\$410.00	\$1,230.00	\$377.25	\$1,131.75
6			Furnish & Install 4" x 2" Tapping Cap	1.00	EA	\$200.00	\$200.00	\$140.00	\$140.00	\$148.00	\$148.00	\$113.34	\$113.34
7			Furnish & Install 6" x 2" Tapping Cap	2.00	EA	\$240.00	\$480.00	\$180.00	\$360.00	\$205.00	\$410.00	\$146.56	\$293.12
8			Furnish & Install 8" x 4" Reducer	1.00	EA	\$280.00	\$280.00	\$200.00	\$200.00	\$205.00	\$205.00	\$178.53	\$178.53
9			Furnish & Install 8" x 6" Reducer	5.00	EA	\$300.00	\$1,500.00	\$210.00	\$1,050.00	\$205.00	\$1,025.00	\$183.57	\$917.85
10			Furnish & Install 8" MJ Cross	1.00	EA	\$1,400.00	\$1,400.00	\$440.00	\$440.00	\$510.00	\$510.00	\$406.20	\$406.20
11			Furnish & Install 2" MJ Solid Sleeve or Hi-Max Coupling	3.00	EA	\$100.00	\$300.00	\$605.00	\$1,815.00	\$155.00	\$465.00	\$61.88	\$185.04
12			Furnish & Install 6" MJ Solid Sleeve	1.00	EA	\$300.00	\$300.00	\$1,650.00	\$1,650.00	\$255.00	\$255.00	\$186.15	\$186.15
13			Furnish & Install 8" MJ Solid	4.00	EA	\$350.00	\$1,400.00	\$1,760.00	\$7,040.00	\$510.00	\$2,040.00	\$220.64	\$892.58
14			Furnish & Install 6" MJ with 45 degree bend	15.00	EA	\$350.00	\$5,250.00	\$245.00	\$3,675.00	\$188.00	\$2,820.00	\$205.46	\$3,081.90
15			Replacement of 1" short side service connection up to property line, w/1" HDPE 3408 water line tubing, blue.	4.00	EA	\$700.00	\$2,800.00	\$770.00	\$3,080.00	\$760.00	\$3,040.00	\$709.45	\$2,837.80
16			Replacement of 1" long side service connection up to property line, w/1" HDPE 3408 water line tubing, blue.	2.00	EA	\$1,000.00	\$2,000.00	\$1,045.00	\$2,090.00	\$1,780.00	\$3,560.00	\$792.06	\$1,584.12
17			Furnish & Install 2" Ball Valve or Corporation Stop	1.00	EA	\$350.00	\$350.00	\$412.00	\$412.00	\$480.00	\$480.00	\$531.19	\$531.19
18			Furnish & Install 6" Resilient Wedge Gate Valve & Valve Box as per Sections 805 and 811 of the specifications	12	EA	\$1,400.00	\$16,800.00	\$1,455.00	\$17,460.00	\$2,350.00	\$28,200.00	\$1,077.18	\$12,926.16
SUBTOTAL - CITY UTILITIES							\$383,738.00		\$237,911.00		\$230,247.95		\$304,505.56
TOTAL CONSTRUCTION COST							\$2,158,069.50		\$2,317,514.26		\$2,325,647.55		\$2,362,875.26

RESOLUTION NO.

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

THAT the City Council hereby approves the award of a contract to Brystar Contracting, Inc., of Beaumont, Texas, in the amount of \$2,158,069.50 for the Reconstruction and Widening of Avenue A (South of Elgie Street to Washington Boulevard) Project to include removing the existing three (3) lane roadway and constructing a new curb and gutter roadway to its original width with ADA compliant sidewalks; installing a new storm sewer system, inlets, manholes, headwalls, construct erosion features, and install other associated appurtenances; water and sewer line improvements including replacement of existing lines, sanitary sewer line replacement via pipe burstings, adjust manholes, install new fire hydrant assemblies, and install other associated appurtenances to restore and ensure the function of the road for primary access and emergency vehicle use, and reduce flooding; and,

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

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 4th day of August, 2015.

- Mayor Becky Ames -