



CITY OF TEXARKANA

CITY COUNCIL

AGENDA • MAY 29, 2018

Council Chambers

Regular Meeting

6:00 PM

**220 TEXAS BLVD.
TEXARKANA, TX 75501**

Mayor

Bob Bruggeman

Ward 1

Jean H. Matlock

Ward 3

Betty Williams

Ward 5

Bill Harp

Ward 2

Mary Hart

Ward 4

Christie Alcorn

Ward 6

Josh Davis



For any agenda item, the City Council reserves the right to advance the "Council Vote" date to a hearing or briefing date.

The City Council reserves the right to convene into closed session on any agenda item or issue should the need arise and if applicable pursuant to authorization by the Texas Open Meetings Act (Title 5, Chapter 551 of the Texas Government Code).

If the City Council convenes into closed session, they will reconvene in one hour or less to take any final action, decision, or vote on a matter deliberated in closed session.

- I. CALL TO ORDER, ROLL CALL, ESTABLISHMENT OF QUORUM**
- II. INVOCATION AND PLEDGE BY COUNCIL MEMBER BETTY WILLIAMS**
- III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST**

Upcoming City Council Meetings:

Monday, June 11, 2018 at 6:00 p.m.
Monday, July 9, 2018 at 6:00 p.m.
Monday, August 13, 2018 at 6:00 p.m.
Monday, August 27, 2018 at 6:00 p.m.

Parks & Recreation Events:

May 31 st	Movies in the Park: "Jumanji"***	Spring Lake Park
June 7 th	Movies in the Park: "Wonder"***	Spring Lake Park
June 7 th - 9 th	Dixie Baseball Tournament	Spring Lake Park
June 9 th - 10 th	USSSA Men's Softball Tournament	Wallace Park

***Movies in the Park will start at dusk.

All Parks & Recreation information can be found on the city website
<http://tx-texarkana.civicplus.com> or by calling (903) 798-3978.

Farmer's Market Hours: 7:00 a.m - Until Sold Out

Farmer's Market Events: 9:00 - 11:00 a.m.

June 2nd - Yoga at the Market and Grilling Too! Sponsored by Dot's Ace Hardware

June 9th - Healthy Living Series with live music by Zach Yeldell

Farmer's Market Night Market:

June 9th - 5:00 p.m. - 8:00 p.m.

Appointments to Boards & Commissions**IV. ITEMS FOR CONSIDERATION*****Consent Items***

1. Consider approval of the minutes of the Joint City Committee Special Meeting of the City Council held on May 8, 2018 at 3:00 PM.
2. Consider approval of the minutes of the Regular Meeting of the City Council held on May 14, 2018 at 6:00 PM.
3. Resolution No. 2018-062 authorizing the City Manager to enter into a contract(s) with Texarkana Concrete for completion of the New Boston Road sidewalk improvements.

Public Hearing:

Council Vote: May 29, 2018

Open Forum: Comments from the public (Limit 5 minutes each)

Items scheduled for "Public Hearing" or have been heard at a previous "Public Hearing" are not to be addressed at the "Open Forum".

Action Items

4. Resolution No. 2018-061 authorizing the City Manager to enter into a contract with Total Highway Maintenance for completion of downtown parking and two-way street conversion and authorizing sole source expenditures for completion of the project scope .

Public Hearing:

Council Vote: May 29, 2018

5. Ordinance No. 2018-065 amending the Code of Ordinances by adding Section 28-13, "Prohibited Conduct on Public Transportation", and repealing and deleting Article VI, "Public Transit Offenses", and Section 28-131, "Prohibitions; Public Transit Offenses".

Public Hearing:

Council Vote: May 29, 2018

6. Resolution No. 2018-066 establishing criteria for honorary street designations.

Public Hearing:

Council Vote: May 29, 2018

7. Resolution No. 2018-067 designating with an honorary street sign "topper" a portion of M. L. King, Jr. Boulevard, Plum and Apple Streets as "A.E. Alton Way".

Public Hearing:

Council Vote: May 29, 2018

8. Resolution No. 2018-068 supporting the organization and mission of AR-TX REDI (Regional Economic Development Incorporated) for connecting prospective national and international business and industry contacts with regional partners to build a stronger economy.

Public Hearing:

Council Vote: May 29, 2018

V. FIRST BRIEFINGS

1. Resolution No. 2018-064 authorizing the City Manager to negotiate and sign an economic development agreement with Gregg Orr for a term not to exceed ten (10) years to include a business incentive of a rebate of a portion of taxes paid by Gregg Orr and collected by the City derived from new business facilities to be constructed on an extension of Kenwood Road not to exceed Six Hundred Twelve Thousand Dollars (\$612,000).

Public Hearing: June 11, 2018

Council Vote: June 11, 2018

VI. PUBLIC HEARINGS

1. Ordinance No. 2018-056 amending PD-18-2(C) for site plan approval on a 8.104 acre tract of land in the George Brinlee HRS, A-18, located in the 4000 block of Mall Drive. Gregg Orr, applicant. Kayla Wood, MTG Engineering and Surveying, agent.

Public Hearing: May 29, 2018

Council Vote: May 29, 2018

2. Ordinance No. 2018-057 amending PD-2(GR) for site plan approval on a 1.353 acre tract of land being part of Lot 2, South Cowhorn Creek Loop Subdivision (proposed Lot 4, Block 1), located in the 2000 block Mall Drive. Toney Livingston, under contract to purchase. David Williams, MTG Engineering and Surveying, agent.

Public Hearing: May 29, 2018

Council Vote: May 29, 2018

3. Ordinance No. 2018-058 amending PD-2(GR) for site plan approval on a 1.330 acre tract of land being part of Lot 2, South Cowhorn Creek Loop Subdivision (proposed Lot 5, Block 1), located in the 2000 block of Mall Drive. CTM Hospitality, LLC, under contract to purchase. David Williams, MTG Engineering and Surveying, agent.

Public Hearing: May 29, 2018

Council Vote: May 29, 2018

4. Ordinance No. 2018-059 granting a Specific Use Permit to allow a residential treatment center (women only) on Lots 8-10, Block 118, City Trigg Addition, located at 1114 Olive Street. Nelda Shavers, under contract to purchase.

Public Hearing: May 29, 2018

Council Vote: May 29, 2018

VII. ITEMS FOR DISCUSSION

Staff Updates - None

VIII. ADMINISTRATIVE COMMENTS

1. City Council
2. City Staff

IX. ADJOURNMENT



Jennifer Evans
City Secretary

This open meeting of a governmental entity is subject to the Texas Open Meetings Act (Chapter 551, Government Code). The "Council Chambers" is the room or property where the City Council holds this meeting.

Pursuant to Section 46.035(c), Penal Code (unlawful carrying of handgun by license holder), a license holder commits an offense if the license holder intentionally, knowingly, or recklessly carries a handgun under the authority of Subchapter H, Chapter 411, Government Code, regardless of whether the handgun is concealed or carried in a shoulder or belt holster, in the room or rooms where a meeting of a governmental entity is held and if the meeting is an open meeting subject to Chapter 551, Government Code, and the entity provided notice as required by that chapter.

Pursuant to Section 30.06, Penal Code (trespass by license holder with a concealed handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a concealed handgun.

Pursuant to Section 30.07, Penal Code (trespass by license holder with an openly carried handgun), a person licensed under Subchapter H, Chapter 411, Government Code (handgun licensing law), may not enter this property with a handgun that is carried openly.

This meeting is being conducted in accordance with the Americans with Disabilities Act [42 USC 12101 (1991)]. The facility is wheelchair accessible and handicap parking is available. Requests for sign interpretive services are available upon requests received at least 48 hours prior to the meeting. To make arrangements for these services, please call 903.798.3917, Personnel or (TDD) 1.800.RELAY.TX (1.800.735.2989).

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 5/23/2018 3:11 PM

Lead Department: City Manager **Action Officer:** Vicky Coopwood, Assistant City Secretary
Subject: Consider approval of the minutes of the Joint City Committee Special Meeting of the City Council held on May 8, 2018 at 3:00 PM.

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:**Potential Options:**

- "None"
-

Fiscal Implications:

NONE

Staff Recommendation:

Staff recommends acceptance and approval of these minutes.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. Joint City Committee Meeting - Crime 050818 (mm) (DOCX)



MINUTES

Joint Texarkana Community Committee

City Council of the City of Texarkana, Texas
Board of Directors of the City of Texarkana, Arkansas

Ark-Tex Council of Governments
4808 Elizabeth Street
Texarkana, TX 75503

May 8, 2018

3:00 p.m.

Meeting Attendees:

Elected Officials – Texarkana, Texas - Mayor Bob Bruggeman, Ward 1 Council Member Jean Matlock, Ward 5 Council Member Bill Harp. Texarkana, Arkansas - Mayor Ruth Penney Bell, Ward 6 Board Director Terri Peavy, Ward 3 Board Director Tim Johnson.

City Staff & Support – Texarkana, Texas – Vicky Coopwood, Dan Shiner, Charles Kreidler. Texarkana, Arkansas – City Manager Dr. Kenny Haskin.

- **Welcome by Michael Malone** – Mr. Malone opened the meeting explaining that the topic of discussion will be Crime. The joint committee meeting is always open to the public.
- **Introduction of Attendees** – Each member on the panel was introduced.
- **Explanation and purpose of the committee** – The committee allows the opportunity for both cities to meet and discuss issues of joint interests for the benefit of the community. It provides a forum for each side to share ideas and common challenges. The joint committee is not for the purpose of making decisions or taking action.

- **Topic of Discussion: Crime in Texarkana: Where Are We and Where Are We Going?**
 - Presentation by **Christy Bennett**, Marketing Officer & **Rick Cockrell**, Active Shooter Officer, Texarkana, Arkansas Police Department
 - Presentation by **Daniel L. Shiner**, Chief of Police, Texarkana, Texas Police Department
 - Presentation by **Stephanie Potter Black**, Texarkana, Arkansas Elected Prosecutor 8th Judicial District South
 - Presentation by **Jerry Rochelle**, Texarkana, Texas Prosecuting Attorney - **Absent**
 - Presentation by **Bill Miller** – 5th District Judge, State of Texas
 - Presentation by **Carlton D. Jones**, Circuit Court Judge, 8th Judicial District South - Arkansas, First Division.

Summary Remarks to Panel – Crime statistics occur in various cycles. Currently, Texarkana is experiencing a decrease in crime on both sides of the state line. Total crime is down 18.4% in Texarkana, Texas, and 15% in Texarkana, Arkansas. Many factors have an effect on these figures such as, daytime versus nighttime population in the city, increase of youths out in the summertime due to school being out, and the types of crimes committed. Property crime is the most common offense and is mostly fueled by the controlled substance market in the community. Also, local law enforcement is actively working with schools and churches co-training for active shooter situations.

The criminal justice system is very complex and is back logged with many pending and current cases. Community involvement is very helpful in deterring crime for the cities and the court systems. Law enforcement staff, local officials, court officers, and the community must aggressively work together to address this issue for the benefit of local residents. Texarkana, USA is proud to have quality-trained and dedicated officers protecting all citizens.

- **Public Forum** – No time availability.
- **Closing Remarks** – Mike Malone thanked the law enforcement staff and the court officers for their time and sharing their area of expertise and everyone who joined the meeting.
- **Next Meeting Date:** Tentative: August 14, 2018 at 3:00 p.m. Topic: TBD.
- **Adjournment** – The meeting was adjourned at 4:10 p.m.

Vicky Coopwood, Asst. City Secretary

Bob Bruggeman, Mayor



CITY OF TEXARKANA

CITY COUNCIL

MINUTES • MAY 14, 2018

Council Chambers

Regular Meeting

6:00 PM

220 TEXAS BLVD.
TEXARKANA, TX 75501

I. CALL TO ORDER, ROLL CALL, ESTABLISHMENT OF QUORUM

Name	Title	Status	Arrived
Bruggeman	Mayor	Present	
Matlock	Ward 1	Present	
Ward	Ward 2	Late	6:08 PM
Williams	Ward 3	Present	
Alcorn	Ward 4	Present	
Ward	Ward 5	Present	
Ward	Ward 6	Present	

Staff Present: City Manager Shirley Jaster, Jennifer Evans, Kyle Dooley, Kristin Peeples, Vicky Coopwood, Sherry Jackson Hawkins, Dan Shiner, Charles Kreidler, Geoff Lewis, David Orr, Misty Tyler, Jonathan Price, Lisa Thompson, Robby Robertson, Dusty Henslee, and Jerry Sparks.

Legal Counsel: Jeff Lewis.

II. INVOCATION AND PLEDGE BY MAYOR BOB BRUGGEMAN

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings:

Tuesday, May 29, 2018, at 6:00 p.m.

Monday, June 11, 2018, at 6:00 p.m.

Monday, July 9, 2018, at 6:00 p.m.

Parks & Recreation Events:

May 18 th - 19 th	Dixie Baseball Tournament	Spring Lake Park
May 19 th	Heart Walk	Spring Lake Park
May 19 th	ASA Softball Tournament	Karrh Park
May 24 th	Movies in the Park: "Coco"***	Spring Lake Park

Minutes Acceptance: Minutes of May 14, 2018 6:00 PM (Consent Items)

****Movies in the Park will start at dusk.**

All Parks & Recreation information can be found on the city website
<http://tx-texarkana.civicplus.com> or by calling (903) 798-397

Firmin's Office City, founded by Harry Firmin, celebrated 100 years as a local business serving the community. A reception will be held on May 17th from 4:30 p.m. to 6:30 p.m. at the Firmin's location.

The annual Peace Officer's Memorial will be held on Wednesday, May 16th at 10:00 a.m. The event will be held at the Sullivan Performing Arts Center on Summerhill Road. A reception will follow the ceremony.

This year's EMS Appreciation Day is May 23rd. It will be celebrated at First Baptist Church on Moores Lane.

Firefighters Captain Chuck Wertz and Driver Engineer Nick Smith were recognized for their assistance in battling major fires in the western region of Texas. Two more firefighters, Battalion Chief Alan Sikes and Driver Engineer Eric McCasland, have been deployed to assist in battling fires in the Amarillo area.

Congratulations were given to Texas High and Pleasant Grove High baseball players for making it to the playoff games starting this week. Texas High is playing against Forney and Pleasant Grove is playing against Canton.

Ward 2 Council Member Mary Hart, accompanied by Jennifer Evans, just completed the two-part "Leadership Training Academy" hosted by Texas Municipal League in Round Rock, Texas. They each received a plaque and a leadership fellows pin. Council Member Hart shared a few comments about the training.

Special Presentations

1. Girl Scout Gold Awards

Hollan Borowitz and Samantha Knowles each received a city lapel pin and a book entitled "Historic Texarkana" by Dr. Beverly Rowe for achieving the Girl Scout Gold Award.

2. Public Service Internship Program Recognition

Jean-Luc Perez, a political science major at Texas A&M University-Texarkana, was recognized for completion of his Capstone project while interning for the Planning and Community Development Department. He was presented with a certificate and a city lapel pin.

3. Police Department Life Saving Awards

Officers Jonathan Price and Misty Tyler were recognized for life saving measures used when responding to a call involving a citizen in a dangerous situation. Both officers were presented with a certificate, a city lapel pin and a life saving pin to be worn on their uniforms.

4. Put On Purple Day Proclamation - May 18, 2018

Mayor Bruggeman read the proclamation encouraging awareness of the effects experienced by those who suffer with Lupus.

5. Kids to Parks Day Proclamation - May 19, 2018

Mayor Bruggeman read the proclamation encouraging parents and families to take their children to a park on Kids to Parks Day.

6. 2018 Wine Festival Highlights

Mark Van Herpen, co-chair of the Alzheimer's Alliance, provided highlights for the success of this year's annual wine festival held in Spring Lake Park on May 5th. The festival's first year attendance, in 2015, was near 5,000 people compared to this year's event which had approximately 12,000 attendees.

He especially thanked Parks and Recreation staff for such quick response in cleaning up the park and clearing debris as a result of the damaging weather that occurred just days prior to the event.

Appointments to Boards & Commissions

Jeff Lewis stated that the ordinance governing service on boards and commissions lends to the preference of city residents filling those positions. There are occasions when there haven't been enough city residents who volunteer to serve on a board or a commission.

Currently staff interprets the ordinance to allow the city to reach out to business owners within the city limits to fill vacancies. Mr. Lewis asked for council direction. Council consensus was for staff to continue the current process in place.

Motion to make an appointment to the Building and Standards Commission.

Council Member Matlock recommended the appointment of Clyde Glass to the Building and Standards Commission.

(6:45 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Harp, Ward 5
SECONDER:	Josh Davis, Ward 6
AYES:	Matlock, Hart, Williams, Alcorn, Harp, Davis
EXCUSED:	Bruggeman

IV. ITEMS FOR CONSIDERATION

Consent Items

(6:45 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Bill Harp, Ward 5
SECONDER:	Christie Alcorn, Ward 4
AYES:	Matlock, Hart, Williams, Alcorn, Harp, Davis
EXCUSED:	Bruggeman

1. Consider approval of the minutes of the Regular Meeting of the City Council held on April 23, 2018 at 6:00 PM.
2. Resolution No. 2018-054 authorizing the City Manager to enter into an annual contract for mill and overlay road maintenance services.

Public Hearing:
Council Vote: May 14, 2018

Open Forum: Comments from the public (Limit 5 minutes each)

David Carter, a representative of HandsOn Texarkana, addressed council concerning the 3rd Annual Dragon Boat Festival held on April 21st. He stated it was a huge success and thanked the city for its support.

Chuck Blankenship, Vice-President of Main Street Texarkana, spoke about his vision for the redevelopment of the downtown area. He encouraged all to vote for Texarkana at "mainstreetcontest.org" in hopes of receiving a \$25,000 grant.

Patrick Hill addressed council regarding his ongoing issue with the Inspections Department. He asked council to acknowledge the documents he presented at the last council meeting held on April 23rd.

Action Items

3. Resolution No. 2018-052 approving the addition to the TIRZ #1 project list of infrastructure improvements to property on South Cowhorn Loop in an amount not to exceed \$126,375 and authorizing the City Manager to enter into a contract for the reimbursement of said amount from funds in the Tax Increment Reinvestment Zone #1 Fund.

Public Hearing:

Council Vote: May 14, 2018

Jerry Sparks briefed this agenda item.
(6:59 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Betty Williams, Ward 3
SECONDER:	Josh Davis, Ward 6
AYES:	Matlock, Hart, Williams, Alcorn, Harp, Davis
EXCUSED:	Bruggeman

4. Resolution No. 2018-060 authorizing the City Manager to enter into a matching funds agreement with the Northeast Texas Regional Mobility Authority.

Public Hearing:

Council Vote: May 14, 2018

Jerry Sparks briefed this agenda item. Andrea Williams McCoy and Cory Floyd, Bowie County representatives for the Northeast Texas Regional Mobility Authority, made additional comments. Bowie County Judge James Carlow expressed personal comments regarding the work that has been done for the last several years in moving this project forward.
(7:09 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Mary Hart, Ward 2
SECONDER:	Betty Williams, Ward 3
AYES:	Matlock, Hart, Williams, Alcorn, Harp, Davis
EXCUSED:	Bruggeman

V. FIRST BRIEFINGS

1. Ordinance No. 2018-053 abandoning and closing a 20' alley located in Block 28 City Improvement Company West Side Addition.

Public Hearing: May 14, 2018

Council Vote: May 29, 2018

RESULT: WITHDRAWN

2. Resolution No. 2018-055 authorizing and directing the preparation and public inspection of service plans for consideration of annexation proceedings of certain properties into the city limits.

Public Hearing:

Council Vote: May 14, 2018

David Orr briefed this agenda item.
(7:21 p.m.)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Bill Harp, Ward 5
SECONDER: Christie Alcorn, Ward 4
AYES: Matlock, Hart, Williams, Alcorn, Harp, Davis
EXCUSED: Bruggeman

3. Ordinance No. 2018-056 amending PD-18-2(C) for site plan approval on a 8.104 acre tract of land in the George Brinlee HRS, A-18, located in the 4000 block of Mall Drive. Gregg Orr, applicant. Kayla Wood, MTG Engineering and Surveying, agent.

Public Hearing: May 29, 2018

Council Vote: May 29, 2018

David Orr briefed this agenda item.

RESULT: MOVED FORWARD **Next: 5/29/2018 6:00 PM**

4. Ordinance No. 2018-057 amending PD-2(GR) for site plan approval on a 1.353 acre tract of land being part of Lot 2, South Cowhorn Creek Loop Subdivision (proposed Lot 4, Block 1), located in the 2000 block Mall Drive. Toney Livingston, under contract to purchase. David Williams, MTG Engineering and Surveying, agent.

Public Hearing: May 29, 2018

Council Vote: May 29, 2018

David Orr briefed this agenda item.

RESULT: MOVED FORWARD **Next: 5/29/2018 6:00 PM**

5. Ordinance No. 2018-058 amending PD-2(GR) for site plan approval on a 1.330 acre tract of land being part of Lot 2, South Cowhorn Creek Loop Subdivision (proposed Lot 5, Block 1), located in the 2000 block of Mall Drive. CTM Hospitality, LLC, under contract to purchase. David Williams, MTG Engineering and Surveying, agent.

Public Hearing: May 29, 2018
Council Vote: May 29, 2018

David Orr briefed this agenda item.

RESULT: **MOVED FORWARD** **Next: 5/29/2018 6:00 PM**

6. Ordinance No. 2018-059 granting a Specific Use Permit to allow a residential treatment center (women only) on Lots 8-10, Block 118, City Trigg Addition, located at 1114 Olive Street. Nelda Shavers, under contract to purchase.

Public Hearing: May 29, 2018
Council Vote: May 29, 2018

David Orr briefed this agenda item.

RESULT: **MOVED FORWARD** **Next: 5/29/2018 6:00 PM**

VI. PUBLIC HEARINGS

1. Ordinance No. 2018-040 granting a Specific Use Permit to allow the application of permanent cosmetics/microblading on Lot 2, Block 1, Richmond Road Development Addition, located at 5602 Richmond Road (Suite 108). Curt Green, applicant. Chi Do, agent.

Public Hearing: May 14, 2018
Council Vote: May 14, 2018

There were no public comments made at this hearing.
(7:30 p.m.)

RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Mary Hart, Ward 2
SECONDER: Bill Harp, Ward 5
AYES: Matlock, Hart, Williams, Alcorn, Harp, Davis
EXCUSED: Bruggeman

2. Ordinance No. 2018-041 rezoning a 5.913 acre tract of land in the George Brinlee HRS, A-18, located at the dead-end of North Kenwood Road. Single Family-2 to General Retail. Walnut Church of Christ, applicant. Kayla Wood, MTG Engineering and Surveying, agent.

Public Hearing: May 14, 2018
Council Vote: May 14, 2018

Kayla Wood, of MTG Engineering and Surveying, presented herself for questions. Patrick Hill spoke at this hearing. Cheryl Patillo also spoke at this hearing.
(7:37 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Christie Alcorn, Ward 4
SECONDER:	Betty Williams, Ward 3
AYES:	Matlock, Hart, Williams, Alcorn, Harp, Davis
EXCUSED:	Bruggeman

3. Ordinance No. 2018-042 granting a Specific Use Permit to allow outside sales, storage and display of automobiles, boats and RV's on a 5.913 acre tract of land in the George Brinlee HRS, A-18, located at the dead-end of North Kenwood Road. Walnut Church of Christ, applicant. Kayla Wood, MTG Engineering and Surveying, agent.

Public Hearing: May 14, 2018
Council Vote: May 14, 2018

Kayla Wood, of MTG Engineering and Surveying, presented herself for questions.
(7:39 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Betty Williams, Ward 3
SECONDER:	Bill Harp, Ward 5
AYES:	Matlock, Hart, Williams, Alcorn, Harp, Davis
EXCUSED:	Bruggeman

4. Ordinance No. 2018-043 rezoning a 0.95 acre tract of land in the George Brinlee HRS, A-18, located at the dead-end of Franklin Street. Single Family-2 to General Retail. Charles Firmin, Jr., applicant. Kayla Wood, MTG Engineering and Surveying, agent.

Public Hearing: May 14, 2018
Council Vote: May 14, 2018

Kayla Wood, of MTG Engineering and Surveying, presented herself for questions.
(7:41 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Josh Davis, Ward 6
SECONDER:	Christie Alcorn, Ward 4
AYES:	Matlock, Hart, Williams, Alcorn, Harp, Davis
EXCUSED:	Bruggeman

5. Ordinance No. 2018-044 granting a Specific Use Permit to allow outside sales, storage and display of automobiles, boats and RV's on a 0.95 acre tract of land in the George Brinlee HRS, A-18, located at the dead-end of Franklin Street. Charles Firmin, Jr., applicant. Kayla Wood, MTG Engineering and Surveying, agent.

Public Hearing: May 14, 2018
 Council Vote: May 14, 2018

Kayla Wood, of MTG Engineering and Surveying, presented herself for questions.
 (7:43 p.m.)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Mary Hart, Ward 2
SECONDER: Betty Williams, Ward 3
AYES: Matlock, Hart, Williams, Alcorn, Harp, Davis
EXCUSED: Bruggeman

6. Ordinance No. 2018-045 rezoning a 12.618 acre tract of land in the George Brinlee HRS, A-18, located at 2916 Pleasant Grove Road. Single Family-1 to Neighborhood Service. Aaron Gaylor, applicant.

Public Hearing: May 14, 2018
 Council Vote: May 14, 2018

There were no public comments made at this hearing.
 (7:44 p.m.)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Bill Harp, Ward 5
SECONDER: Christie Alcorn, Ward 4
AYES: Matlock, Hart, Williams, Alcorn, Harp, Davis
EXCUSED: Bruggeman

7. Ordinance No. 2018-046 revoking Specific Use Permit No. S-682 that permitted the location of a tattoo studio on part of a 25.334 acre tract in the Eli Moore HRS, A-401, located at 2729 New Boston Road (Suite 110A). City of Texarkana, Texas, applicant.

Public Hearing: May 14, 2018
 Council Vote: May 14, 2018

There were no public comments made at this hearing.
 (7:46 p.m.)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Josh Davis, Ward 6
SECONDER: Jean H. Matlock, Ward 1
AYES: Matlock, Hart, Williams, Alcorn, Harp, Davis
EXCUSED: Bruggeman

8. Ordinance No. 2018-047 granting a Specific Use Permit to allow the location of a tattoo studio on part of a 25.334 acre tract in the Eli Moore HRS, A-18, located at 2827 New Boston Road. New Boston Retail Group, LLC, applicant. David Dukes, agent.

Public Hearing: May 14, 2018
 Council Vote: May 14, 2018

There were no public comments made at this hearing.
 (7:48 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Christie Alcorn, Ward 4
SECONDER:	Betty Williams, Ward 3
AYES:	Matlock, Hart, Williams, Alcorn, Harp, Davis
EXCUSED:	Bruggeman

VII. ITEMS FOR DISCUSSION

Staff Updates - None

VIII. ADMINISTRATIVE COMMENTS

1. City Council

Council Member Hart expressed concerns about drainage related to the Kenwood Road project. Kayla Wood responded.

Mayor Bruggeman asked council to consider for a future discussion the pros and cons of attaching school banners to city-owned corridor lights in certain locations.

2. City Staff

Staff had no administrative comments for council.

IX. ADJOURNMENT

A motion was made to adjourn the meeting.
 (7:58 p.m.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Josh Davis, Ward 6
SECONDER:	Christie Alcorn, Ward 4
AYES:	Matlock, Hart, Williams, Alcorn, Harp, Davis
EXCUSED:	Bruggeman

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 5/24/2018 11:54 AM

Lead Department: Planning and Community Development **Action Officer:** Daphnea Ryan,
Resolution No. 2018-062 authorizing the City Manager to enter into a
Subject: contract(s) with Texarkana Concrete for completion of the New Boston Road
sidewalk improvements.

Briefing: 5/29/2018 **Public Hearing:** **Council Vote:** 5/29/2018

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

Executive Summary and Background Information:

This project is part of our Council approved Community Development Block Grant (CDBG) Action Plan and funded solely with CDBG funds. Council approved the amended CDBG Action Plan on March 12, 2018 .

Construction documents were prepared by MTG Engineers and the City held a pre-bid conference on Thursday, May 10, 2018 with a bid deadline was Thursday, May 17, 2018 at 2:00 p.m. Three bids were received and the lowest reputable bid was local contractor, Texarkana Concrete. Staff accepts this bid and request Council's authorization for the City Manager to enter into a contract or contracts for the completion of New Boston Road sidewalk improvements up to \$87,500.00.

Potential Options:

- NONE
-

Fiscal Implications:

HUD Community Development Block Grant Funds not to exceed \$87,500.00

Staff Recommendation:

Staff Recommends Approval

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

City of Texarkana, Texas

NOT APPLICABLE

Attachments

- a. 2018-062 ATTH 01 NB Rd Design Docs opt(PDF)
- b. 2018-062 EXH 'A' Bid Tab New Boston Road Sidewalks (XLS)
- c. 2018-062 Goals & Perspectives (PDF)
- d. 2018-062 RES New Boston Road Sidewalks (DOC)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review
Completed	05/23/2018 2:22 PM	
Purchasing and Contracting	Sharon Moore	Purchasing Review
Completed	05/23/2018 2:55 PM	
Finance Department Kristin Peeples	Finance Review	Completed 05/23/2018
4:17 PM		
Deputy City Manager - Kyle Dooley	Kyle Dooley	Deputy City Manager
Review Completed	05/23/2018 5:20 PM	
Public Information Officer	Lisa Thompson	PIO Review Completed
05/23/2018 5:24 PM		
City Manager Shirley Jaster	City Manager Review	Completed 05/24/2018
3:49 PM		
City Council Vicky Coopwood	Meeting	Pending 05/29/2018
6:00 PM		

Meeting History

2018-062 ATTH 01

CONSTRUCTION PLANS FOR NEW BOSTON ROAD SIDEWALK PROJECT FOR THE CITY OF TEXARKANA, TEXAS

TEXARKANA, TEXAS
JOB NO. 176081A
APRIL, 2018

VICINITY MAP



REFERENCE LIST

City of Texarkana, Texas
Ph: 903-798-3948
Dustin Henslee
Public Works Director

A.E.P. Electric
Ph: 903-223-5726
Steve Satterfield

Windstream
Ph: 903-223-4383
Ryan Trammell

Texarkana Water Utilities
Ph: 903-798-3800
Gary Smith

Centerpoint Energy
Ph: 870-779-6338
Diane Engelkes

INDEX OF DRAWINGS

1. TITLE SHEET
- 2-5. EXISTING CONDITIONS
AND DEMOLITION PLAN
- 6-9. SITE AND GRADING PLAN
- 10-11. TYPICAL DETAILS
- 12-24. TXDOT BARRICADE AND
TRAFFIC SAFETY DETAILS

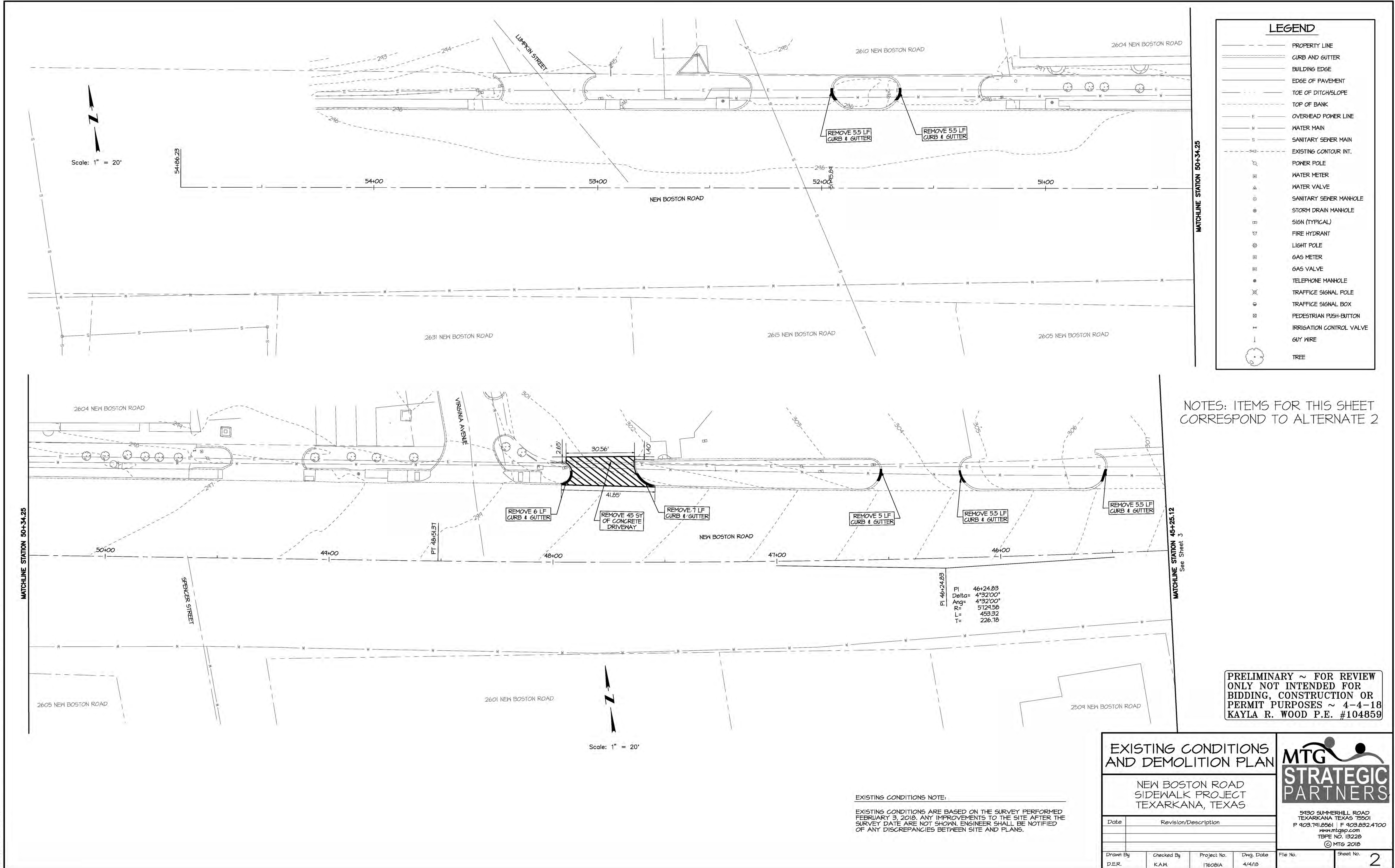
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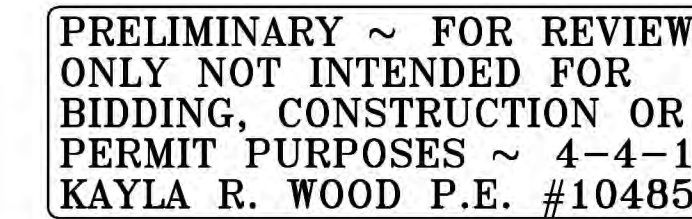
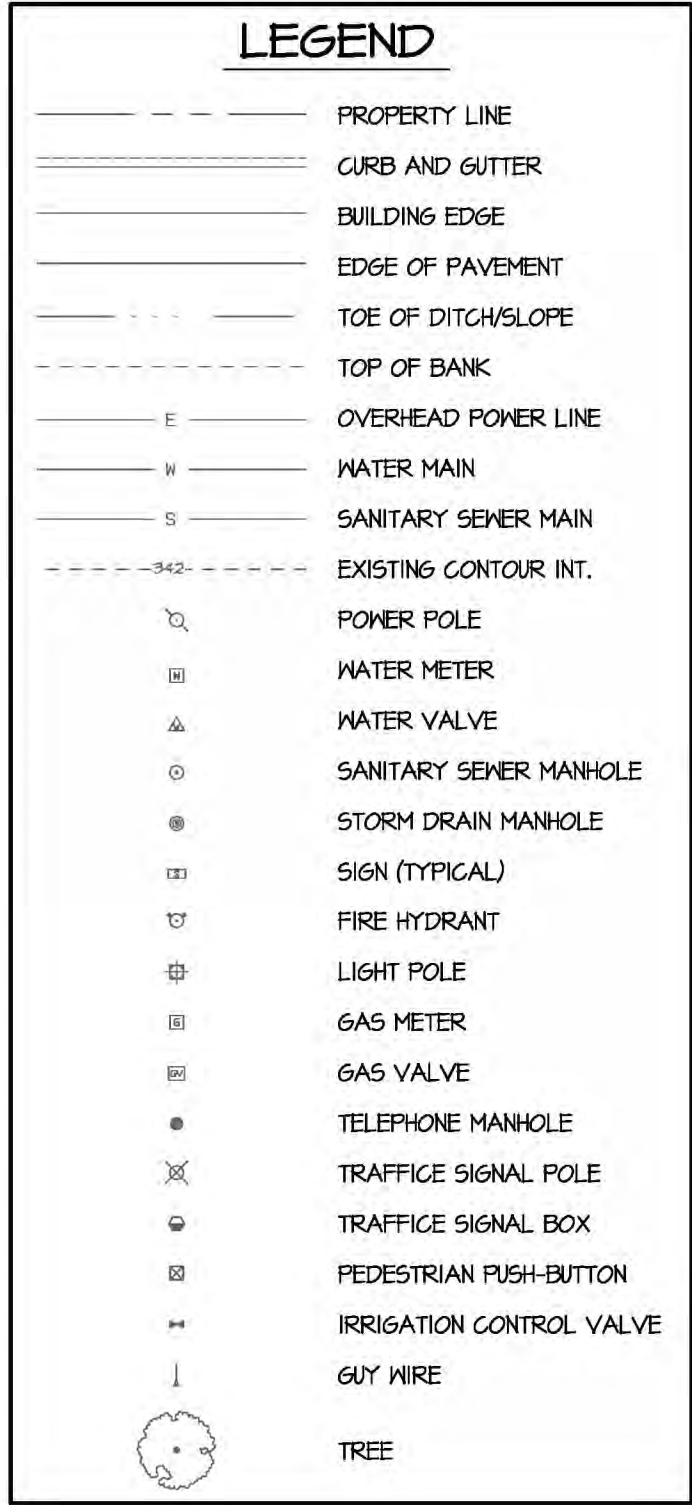
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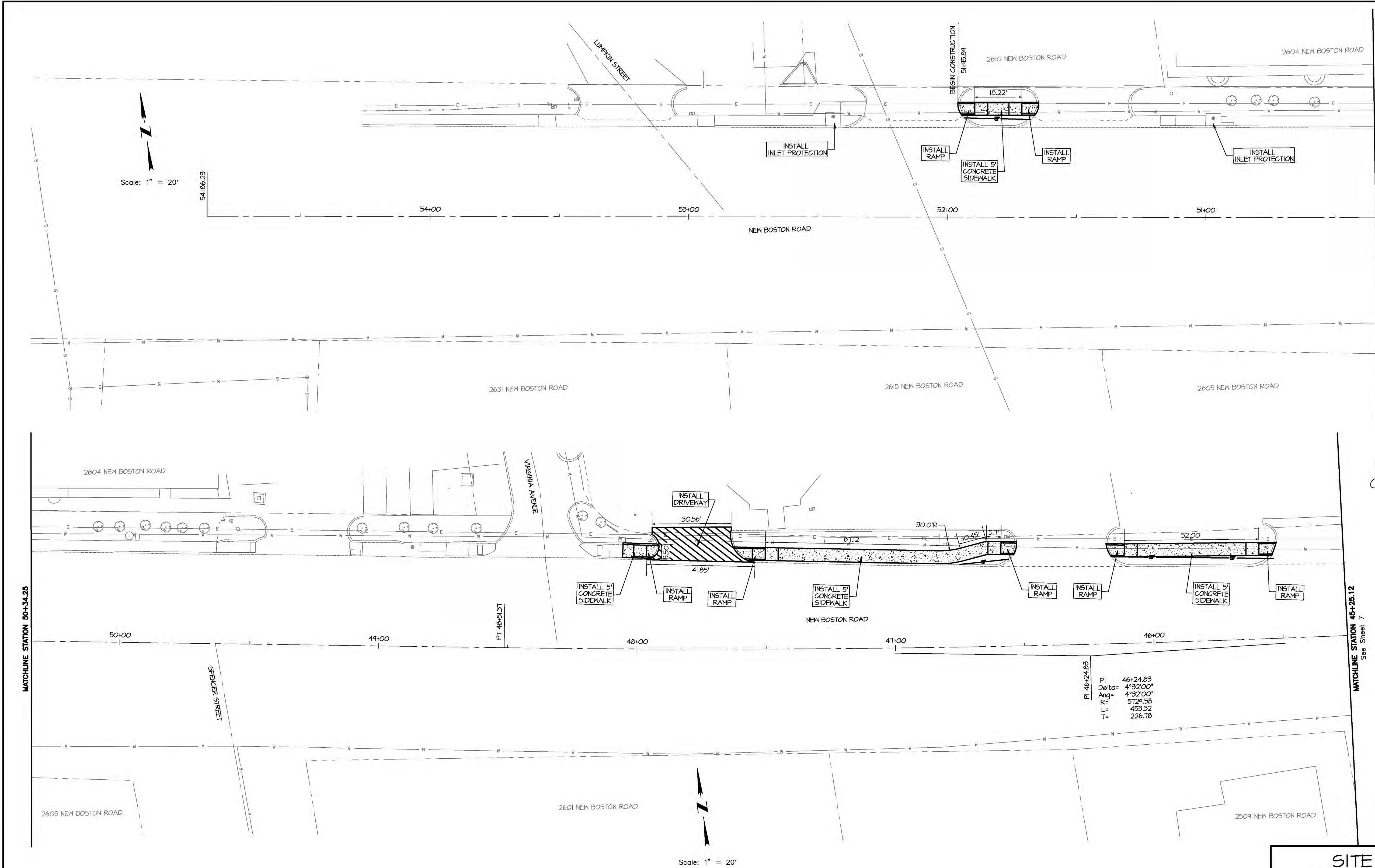
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EXISTING CONDITIONS ARE BASED ON THE SURVEY PERFORMED
FEBRUARY 3, 2018. ANY IMPROVEMENTS TO THE SITE AFTER THE
SURVEY DATE ARE NOT SHOWN. ENGINEER SHALL BE NOTIFIED
OF ANY DISCREPANCIES BETWEEN SITE AND PLANS.



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LEGEND	
	PROPERTY LINE
	CURB AND GUTTER
	BUILDING EDGE
	EDGE OF PAVEMENT
	TOE OF DITCH/SLOPE
	TOP OF BANK
	OVERHEAD POWER LINE
	WATER MAIN
	SANITARY SEWER MAIN
	EXISTING CONTOUR INT.
	POWER POLE
	WATER METER
	WATER VALVE
	SANITARY SEWER MANHOLE
	STORM DRAIN MANHOLE
	SIGN (TYPICAL)
	FIRE HYDRANT
	LIGHT POLE
	GAS METER
	GAS VALVE
	TELEPHONE MANHOLE
	TRAFFIC SIGNAL POLE
	TRAFFIC SIGNAL BOX
	PEDESTRIAN PUSH-BUTTON
	IRRIGATION CONTROL VALVE
	GUY WIRE
	TREE

NOTES: ITEMS FOR THIS SHEET
CORRESPOND TO ALTERNATE 2

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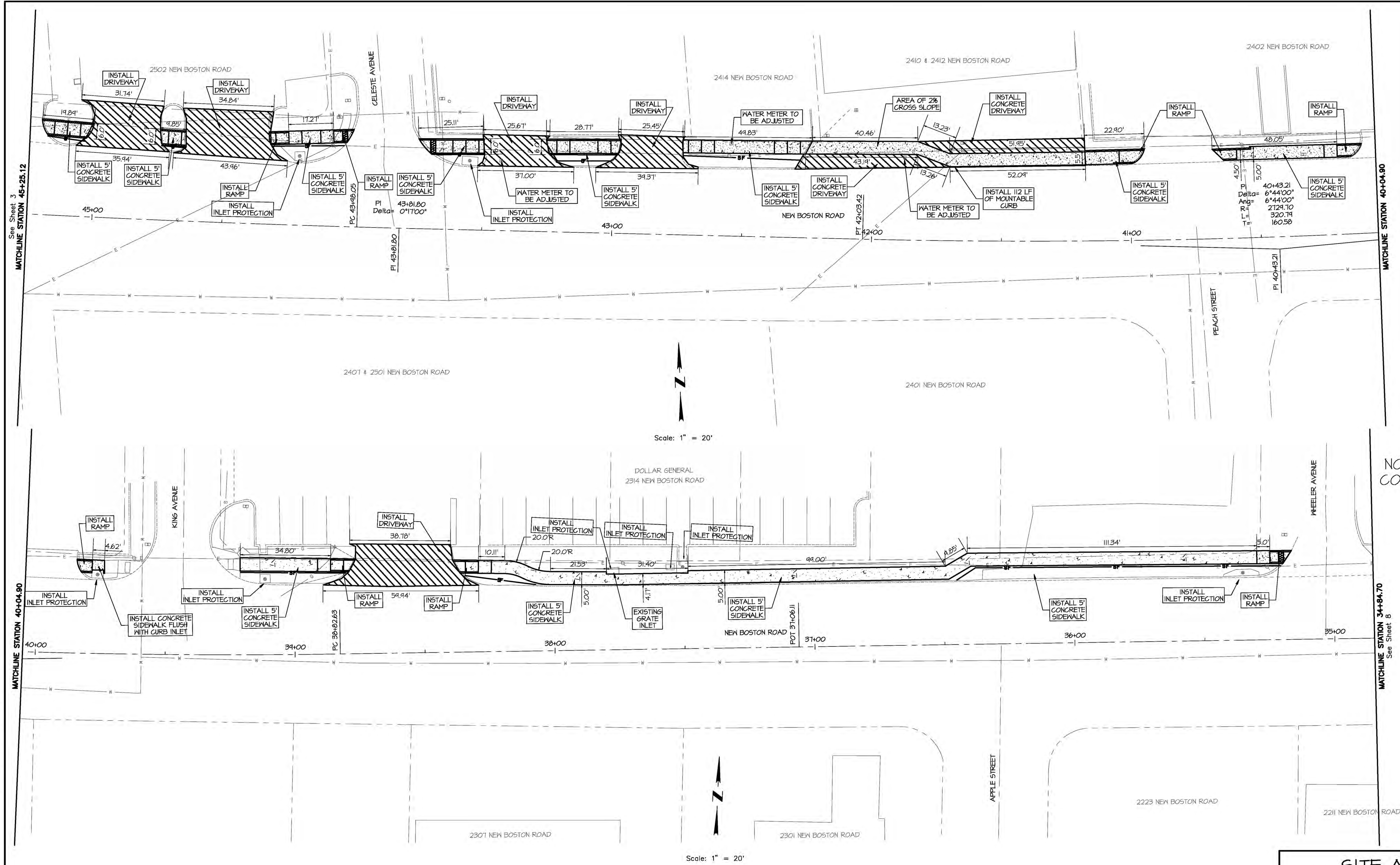
GENERAL SITE NOTES

1. CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING AND PLANNED UTILITIES BEFORE CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN) WITHIN SCOPE OF CONSTRUCTION. IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT HIS OWN EXPENSE.
2. CONTRACTOR SHALL NOTIFY THE APPROPRIATE AGENCY A MINIMUM OF 2 WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION WITHIN RIGHT-OF-WAY. ALL WORK WITHIN THE RIGHT OF WAY SHALL BE IN COMPLIANCE WITH APPROVED PERMIT.
3. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ANY OBSTRUCTIONS SUCH AS EXISTING STRUCTURES, FENCES, DEBRIS, OR TREES ON SITE, AND SHALL COORDINATE ALL REMOVAL WITH THE GENERAL CONTRACTOR. NO TREES OR OTHER ITEMS SHALL BE REMOVED WITHOUT THE APPROVAL OF THE ARCHITECT, ENGINEER, AND OWNER.
4. THE CONTRACTOR SHALL PROTECT ALL EXISTING POWER POLES, SIGNS, MANHOLES, TELEPHONE RISERS, WATER VALVES, ETC. DURING ALL CONSTRUCTION PHASES.

SITE AND GRADING PLAN	
NEW BOSTON ROAD SIDEWALK PROJECT TEXARKANA, TEXAS	
Date	Revision/Description
Drawn By D.E.R.	Checked By K.A.M.
Project No. 176081A	Dwg. Date 4/4/18
File No.	Sheet No. 6

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LEGEND	
	PROPERTY LINE
	CURB AND GUTTER
	BUILDING EDGE
	EDGE OF PAVEMENT
	TOE OF DITCH/SLOPE
	TOP OF BANK
	OVERHEAD POWER LINE
	WATER MAIN
	SANITARY SEWER MAIN
	EXISTING CONTOUR INT.
	POWER POLE
	WATER METER
	WATER VALVE
	SANITARY SEWER MANHOLE
	STORM DRAIN MANHOLE
	SIGN (TYPICAL)
	FIRE HYDRANT
	LIGHT POLE
	GAS METER
	GAS VALVE
	TELEPHONE MANHOLE
	TRAFFIC SIGNAL POLE
	TRAFFIC SIGNAL BOX
	PEDESTRIAN PUSH-BUTTON
	IRRIGATION CONTROL VALVE
	GUY WIRE
	TREE

NOTES: ITEMS FOR THIS SHEET
CORRESPOND TO ALTERNATE 2

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SITE AND
GRADING PLAN

NEW BOSTON ROAD
SIDEWALK PROJECT
TEXARKANA, TEXAS

Date	Revision/Description

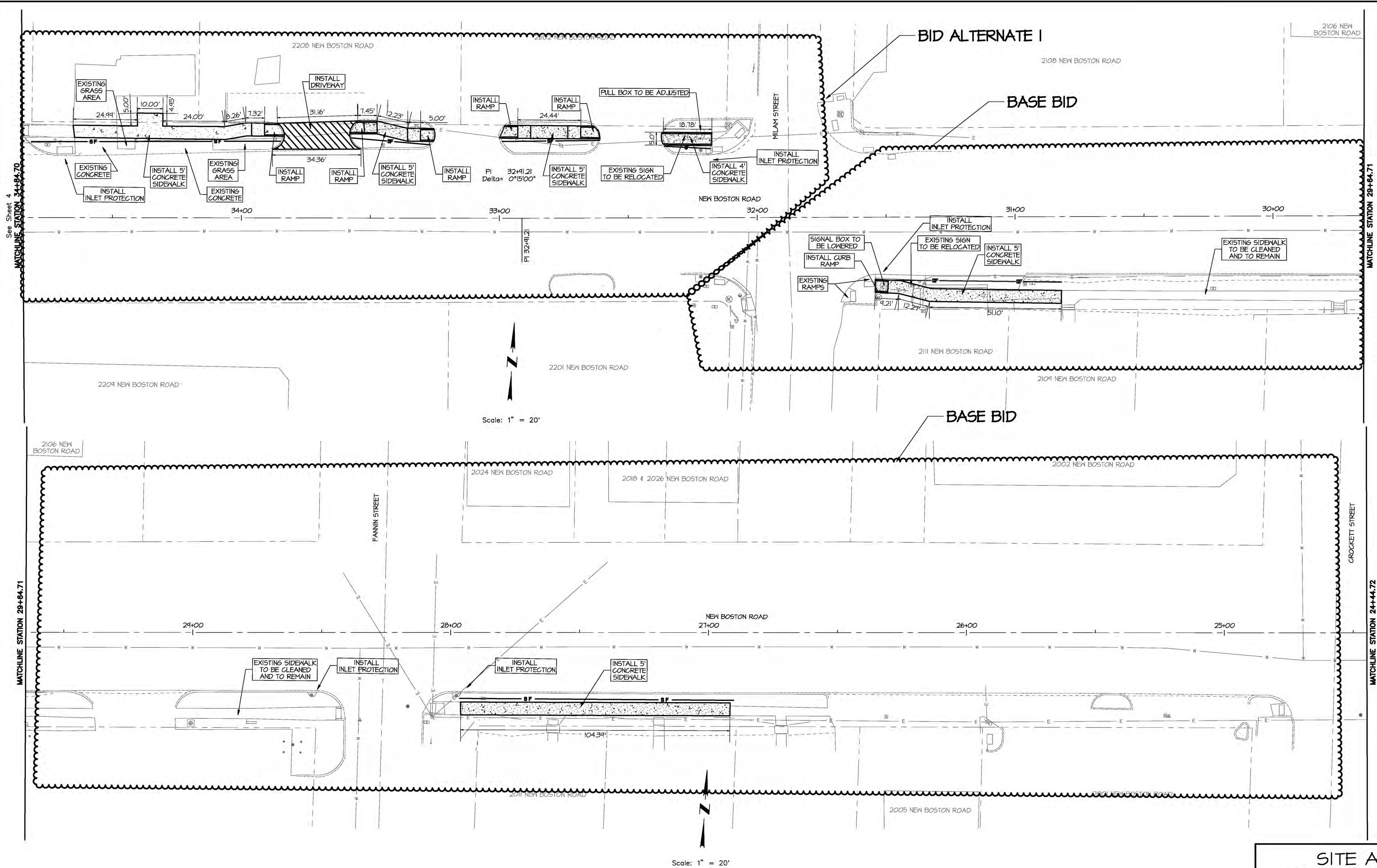
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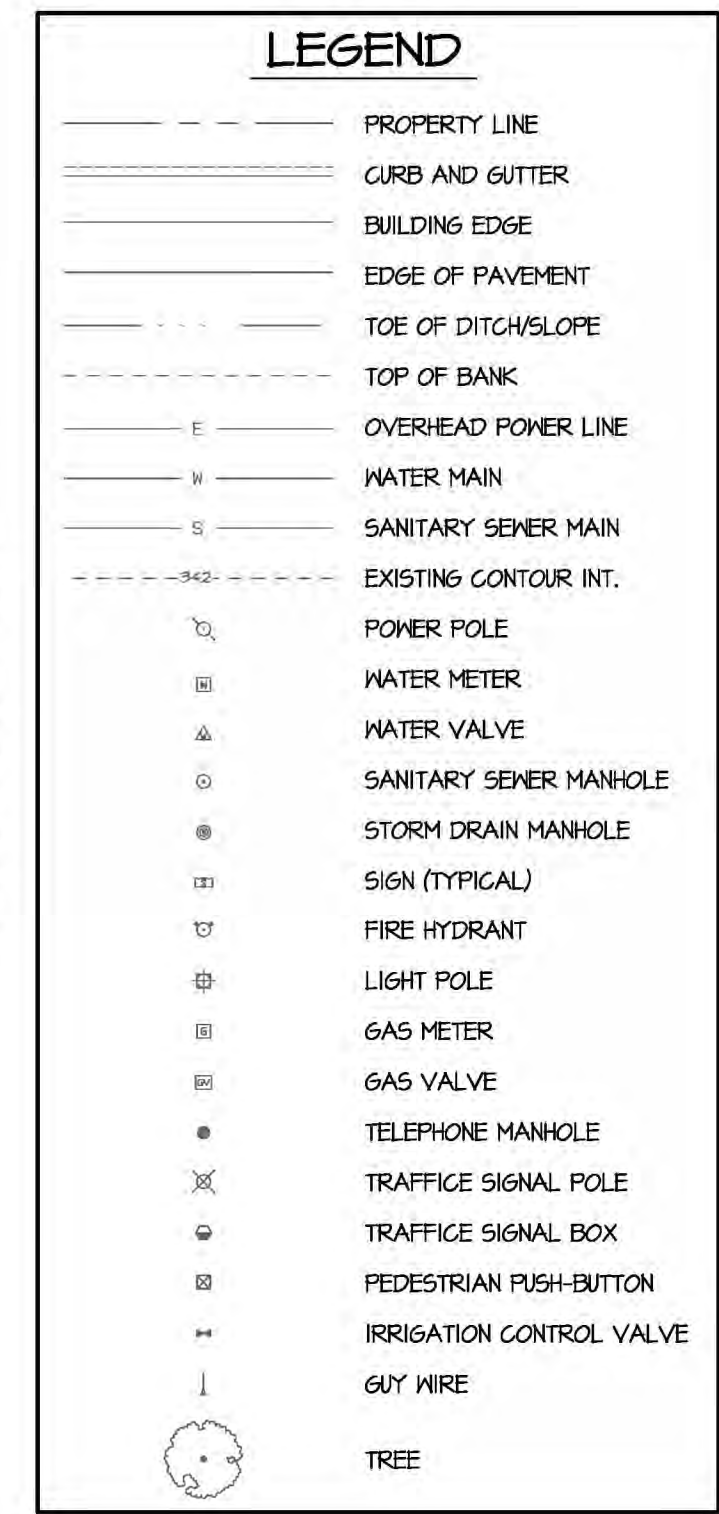


LEGEND	
	PROPERTY LINE
	CURB AND GUTTER
	BUILDING EDGE
	EDGE OF PAVEMENT
	TOE OF DITCH/SLOPE
	TOP OF BANK
	OVERHEAD POWER LINE
	WATER MAIN
	SANITARY SEWER MAIN
	EXISTING CONTOUR INT.
	POWER POLE
	WATER METER
	WATER VALVE
	SANITARY SEWER MANHOLE
	STORM DRAIN MANHOLE
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	TRAFFIC SIGNAL BOX
	PEDESTRIAN PUSH-BUTTON
	IRRIGATION CONTROL VALVE
	GUY WIRE
	TREE

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- GENERAL SITE NOTES
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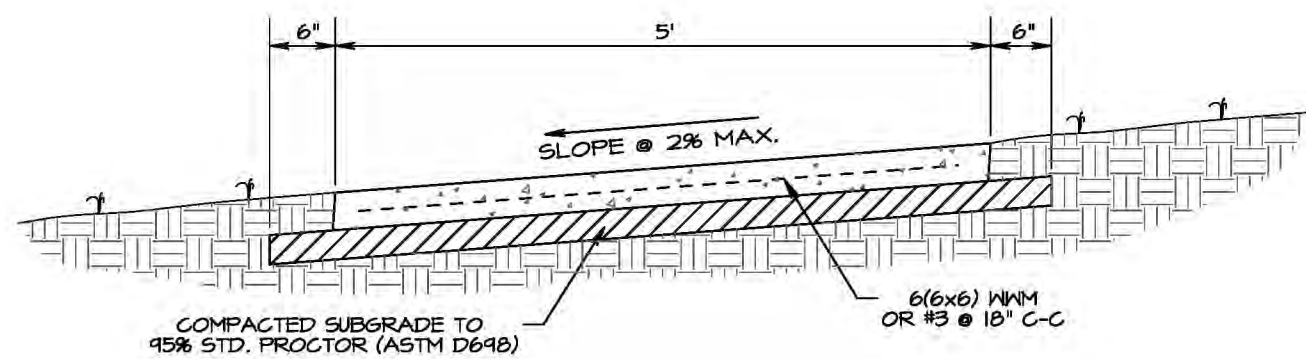
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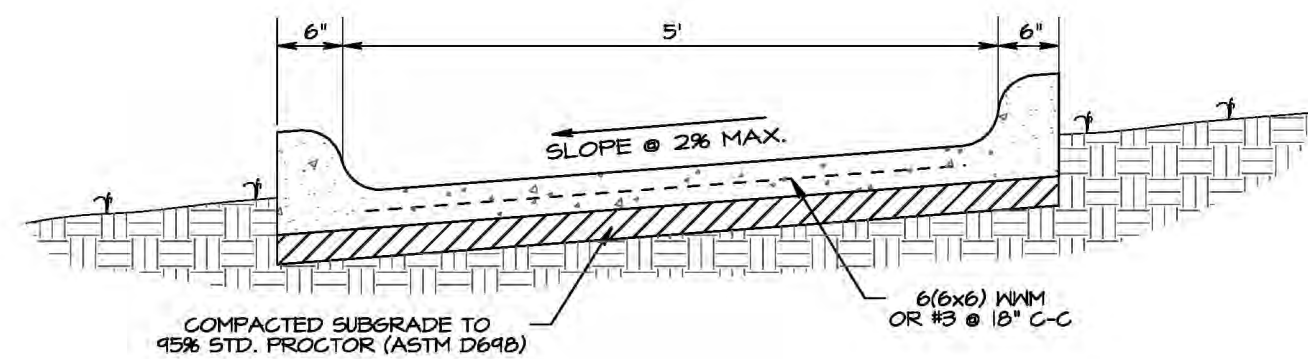
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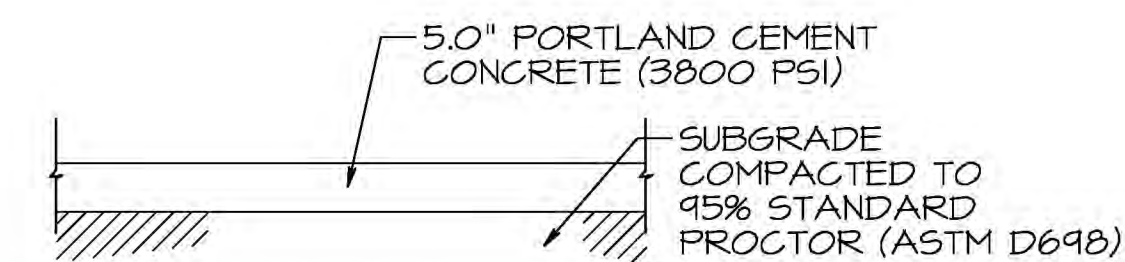
- ## GENERAL SITE NOTES



TYPICAL 4" THICK SIDEWALK SECTION
NOT TO SCALE

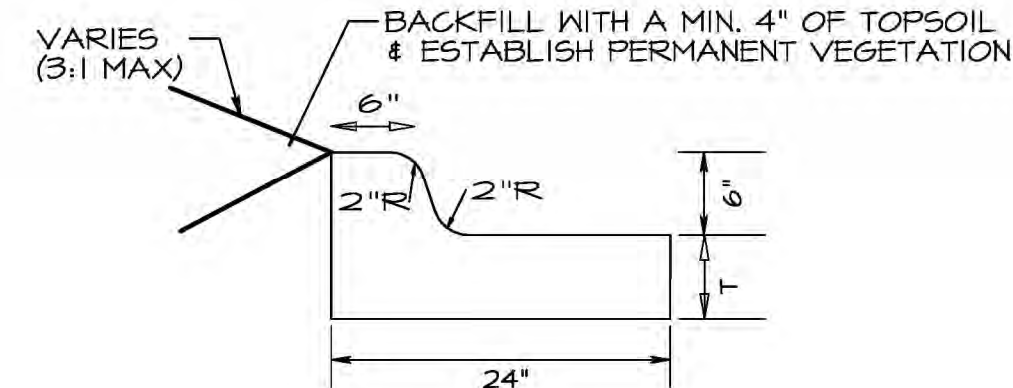


TYPICAL 4" THICK SIDEWALK SECTION WITH CURB
NOT TO SCALE

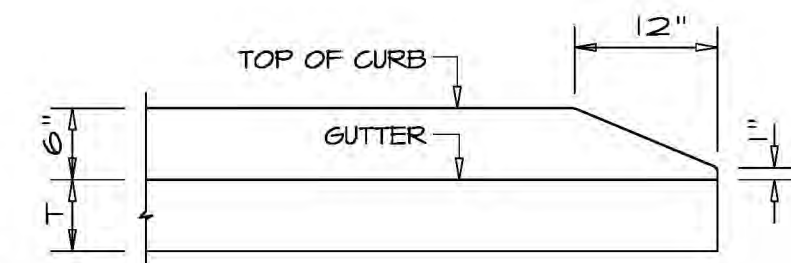


RIGID PAVEMENT SECTION
NOT TO SCALE

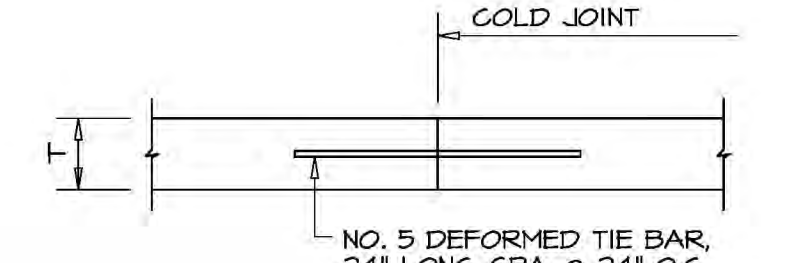
NOTE:
PAVEMENT REINFORCEMENT SHALL BE NO. 3 BARS
AT 18" C-C.



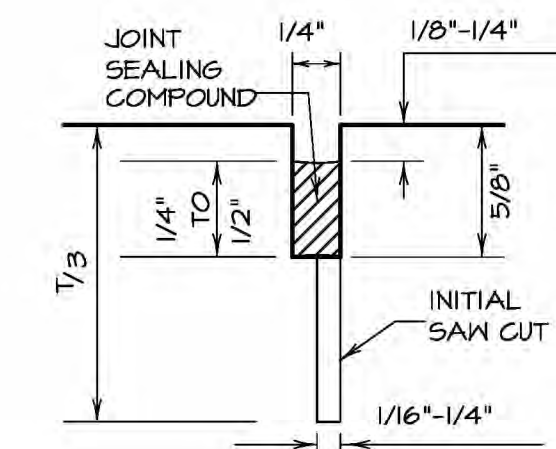
CURB & GUTTER
TYPE II
NOT TO SCALE



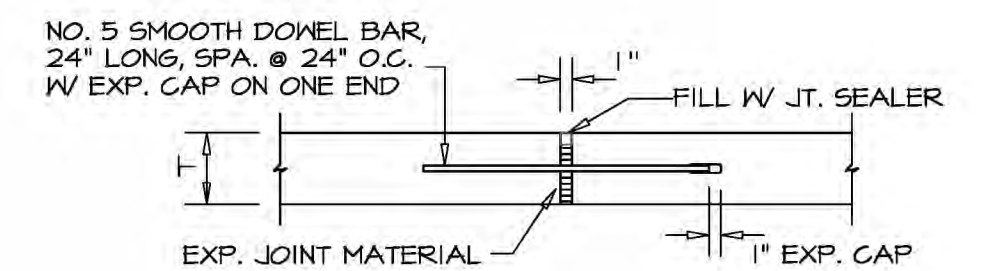
CURB TERMINATION DETAIL
NOT TO SCALE



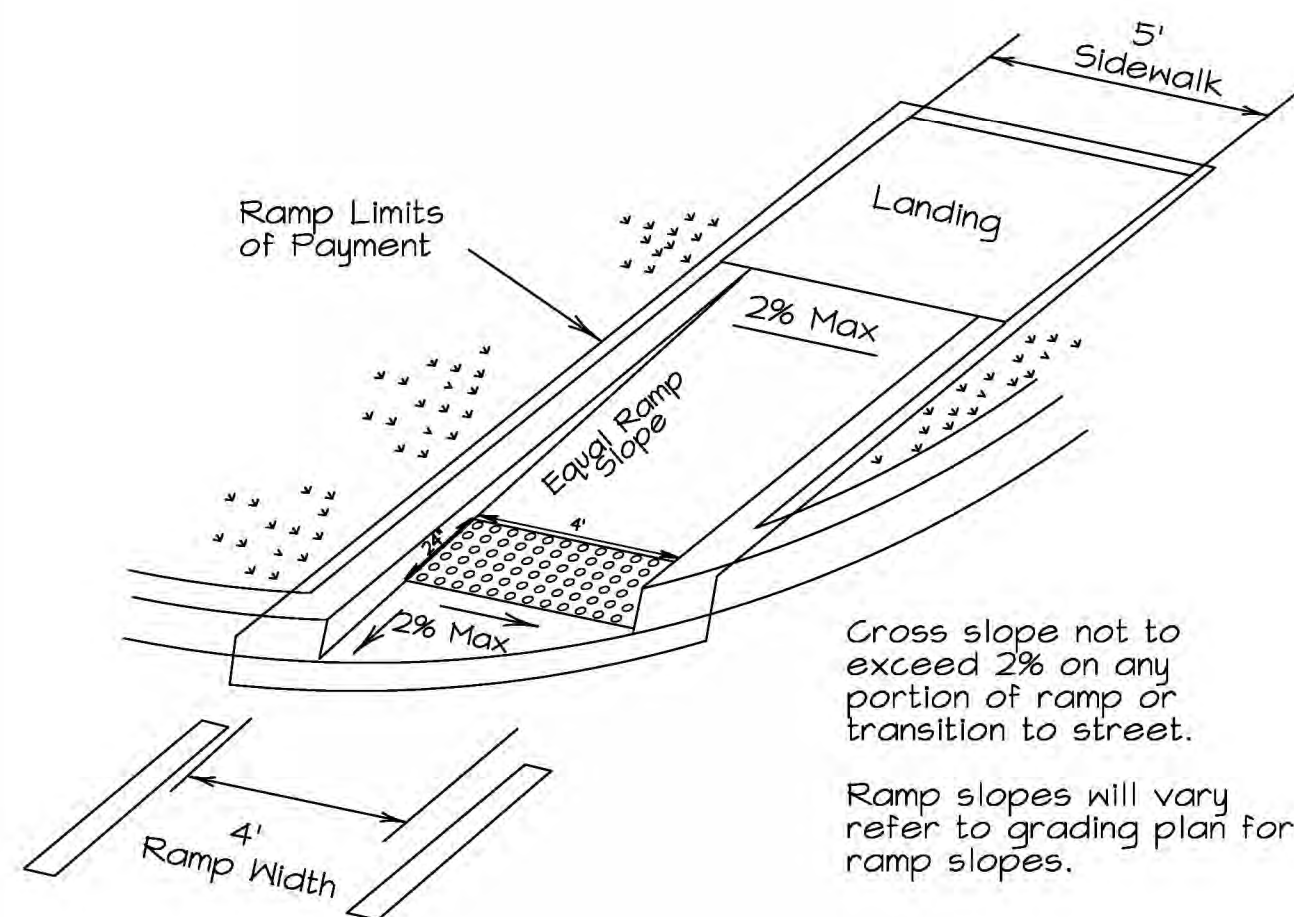
CONSTRUCTION JOINT
NOT TO SCALE



SAW JOINT
NOT TO SCALE



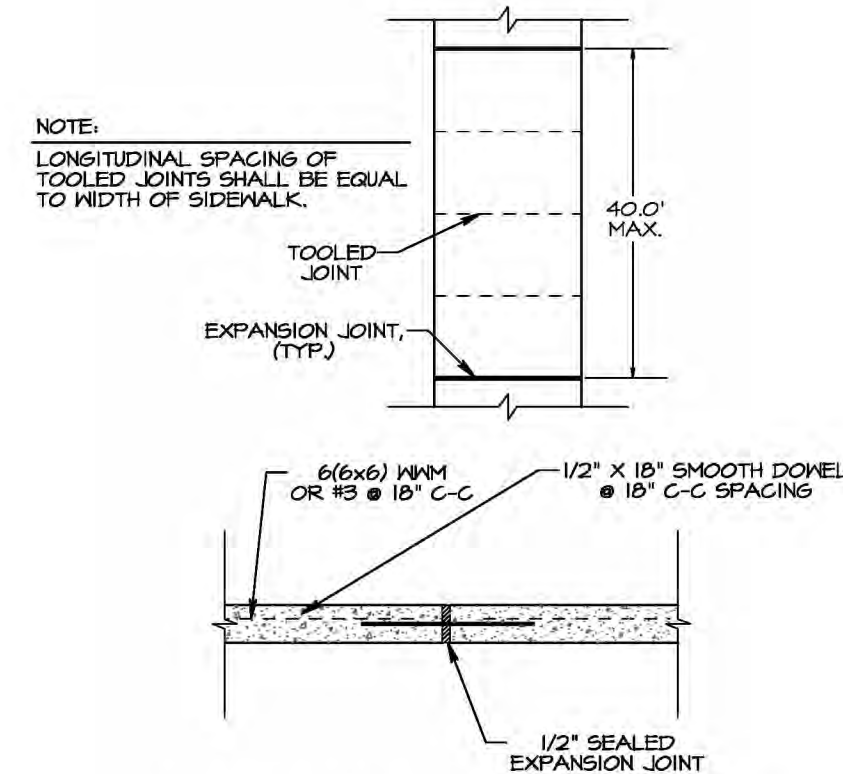
EXPANSION JOINT
PLACE EVERY 40 FEET
PLACE AT SAME FREQUENCY IN CURBS



DIRECTIONAL RAMP
WITHIN RADIUS (TYPE "A")
(Sidewalk set back from curb)

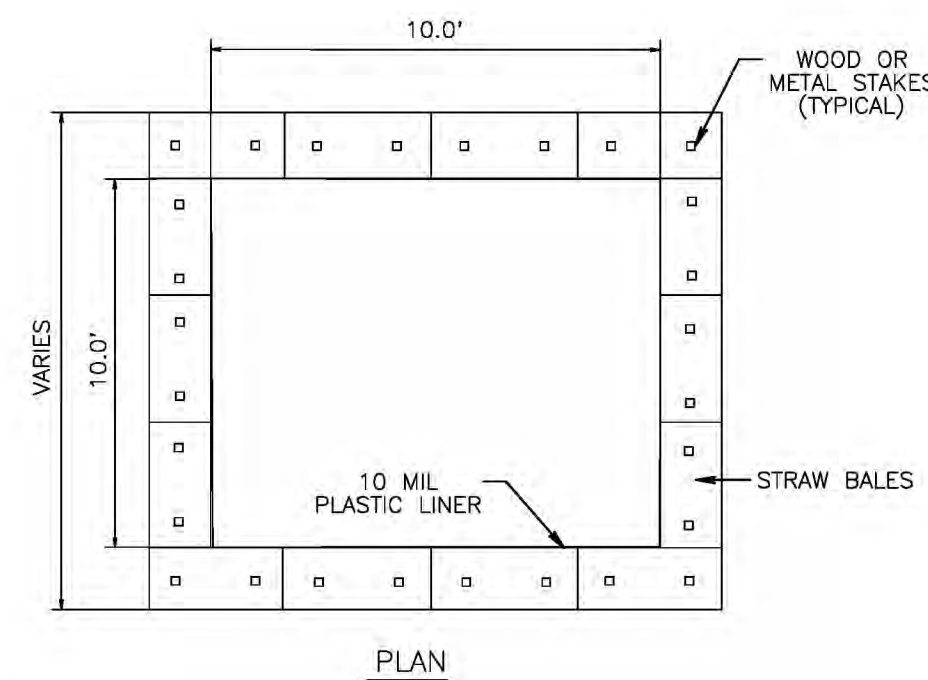
General Notes for
Detectable Warnings

1. CURB RAMPS MUST CONTAIN A DETECTABLE WARNING SURFACE THAT CONSISTS OF RAISED TRUNCATED DOWNS COMPLYING WITH SECTION 4.24 OF THE TEXAS ACCESSIBILITY STANDARDS (TAS). THE SURFACE MUST CONTRAST VISUALLY WITH ADJOINING SURFACES, INCLUDING SIDE FLARES, FURNISH DARK BROWN OR DARK RED DETECTABLE WARNING SURFACE ADJACENT TO UNCOLORED CONCRETE, UNLESS SPECIFIED ELSEWHERE IN THE PLANS.
2. DETECTABLE WARNING SURFACES MUST BE SLIP RESISTANT AND NOT ALLOW WATER TO ACCUMULATE.
3. ALIGN TRUNCATED DOWNS IN THE DIRECTION OF PEDESTRIAN TRAVEL WHEN ENTERING THE STREET.
4. DETECTABLE WARNING SURFACES SHALL BE A MINIMUM OF 24" IN DEPTH IN THE DIRECTION OF PEDESTRIAN TRAVEL, AND EXTEND THE FULL WIDTH OF THE CURB RAMP OR LANDING WHERE THE PEDESTRIAN ACCESS ROUTE ENTERS THE STREET.
5. DETECTABLE WARNING SURFACES SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS A MINIMUM OF 6" AND A MAXIMUM OF 10" FROM THE EXTENSION OF THE FACE OF CURB. DETECTABLE WARNING SURFACES MAY BE CURVED ALONG THE CORNER RADIUS.
6. DETECTABLE WARNINGS ARE ONLY REQUIRED AT INTERSECTIONS.

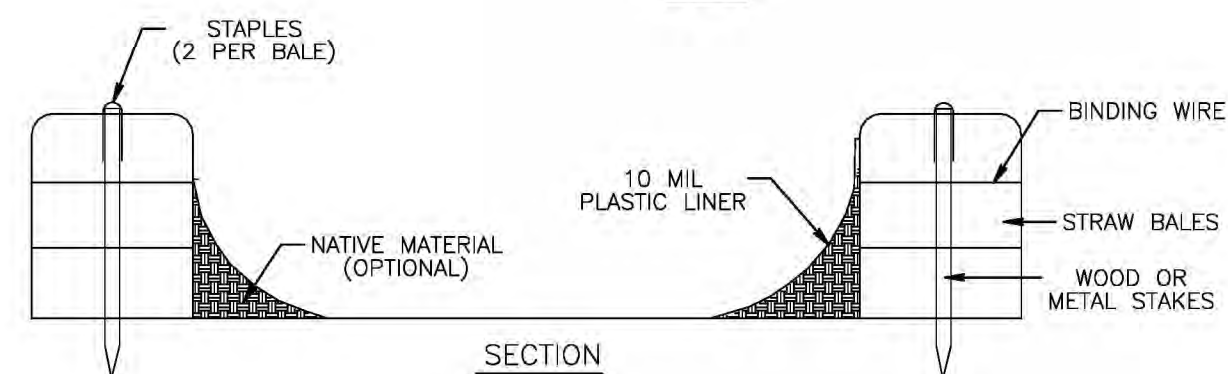


SIDEWALK JOINT LAYOUT
NOT TO SCALE

- NOTES:
1. EXPANSION JOINTS SHALL BE PLACED AT A MINIMUM SPACING OF 40.0', AT ALL POINTS OF CURVATURE AND, AT ALL POINTS OF INTERSECTION.
 2. THE CONCRETE SHALL HAVE A MINIMUM 28- DAY COMPRESSIVE STRENGTH OF 3000 PSI WITH 4 - 6 PERCENT ENTRAINED AIR.

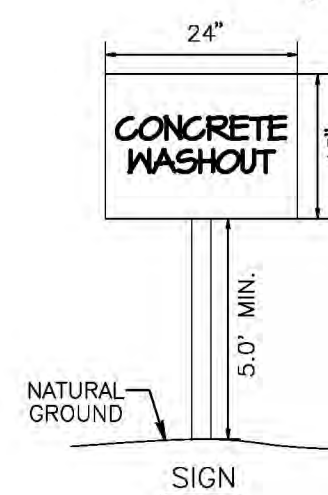


PLAN



SECTION

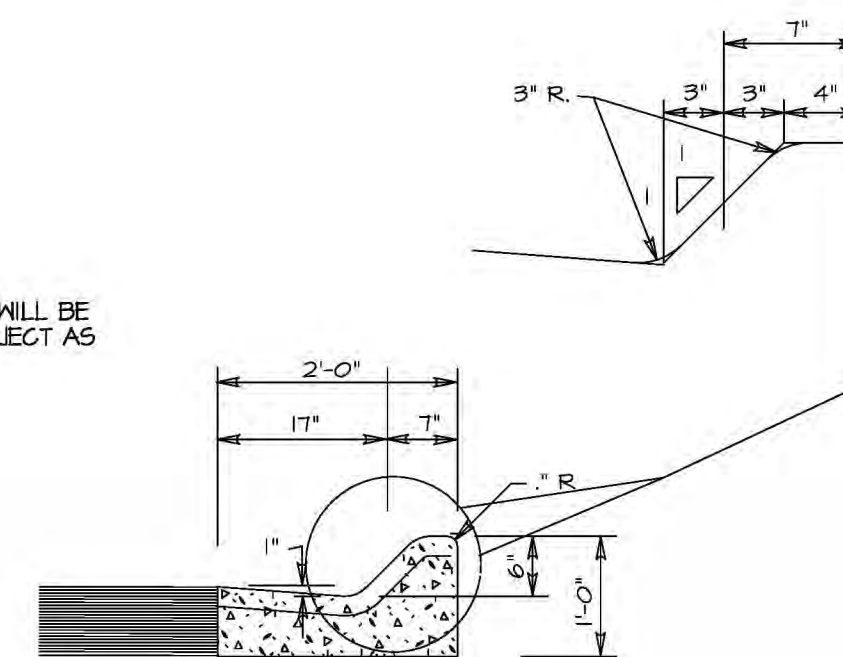
TEMPORARY CONCRETE WASHOUT
(ABOVE GRADE)



SIGN

STAPLE

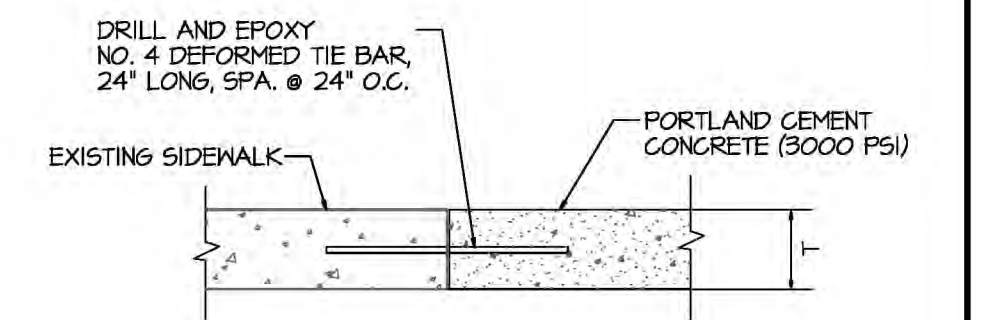
NOTE: CONCRETE WASHOUT WILL BE USED THROUGHOUT THE PROJECT AS SIDEWALKS ARE BUILT



CONC. CURB & GUTTER
TY. "B" (MOUNTABLE)

NOTE:
WHERE PROPOSED CURB & GUTTER IS TO BE CONNECTED TO EXIST. CURB & GUTTER IT SHOULD BE DONE AT THE EXIST. GUTTER FLOW LINE ELEVATION.

1/2" PREMOLDED EXPANSION JOINT MATERIAL SHALL BE INSTALLED WHERE CONC. CURB & GUTTER ABUTS CONC. CURB, OR WHERE CONC. CURB & GUTTER OR CONC. CURB ABUT INLETS, BRIDGE WINGWALLS, BRIDGE ABUTMENTS AND/OR ANY OTHER LOCATIONS SPECIFIED BY THE ENGINEER. MAX. SPACING = 10'



PROPOSED TO EXISTING
CONCRETE SIDEWALK DETAIL

SCALE: NONE

NOTES:

1. DIMENSION SHOWN AS "T" IS 4"
2. EXISTING PAVEMENT THICKNESS VARIES

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TYPICAL DETAILS

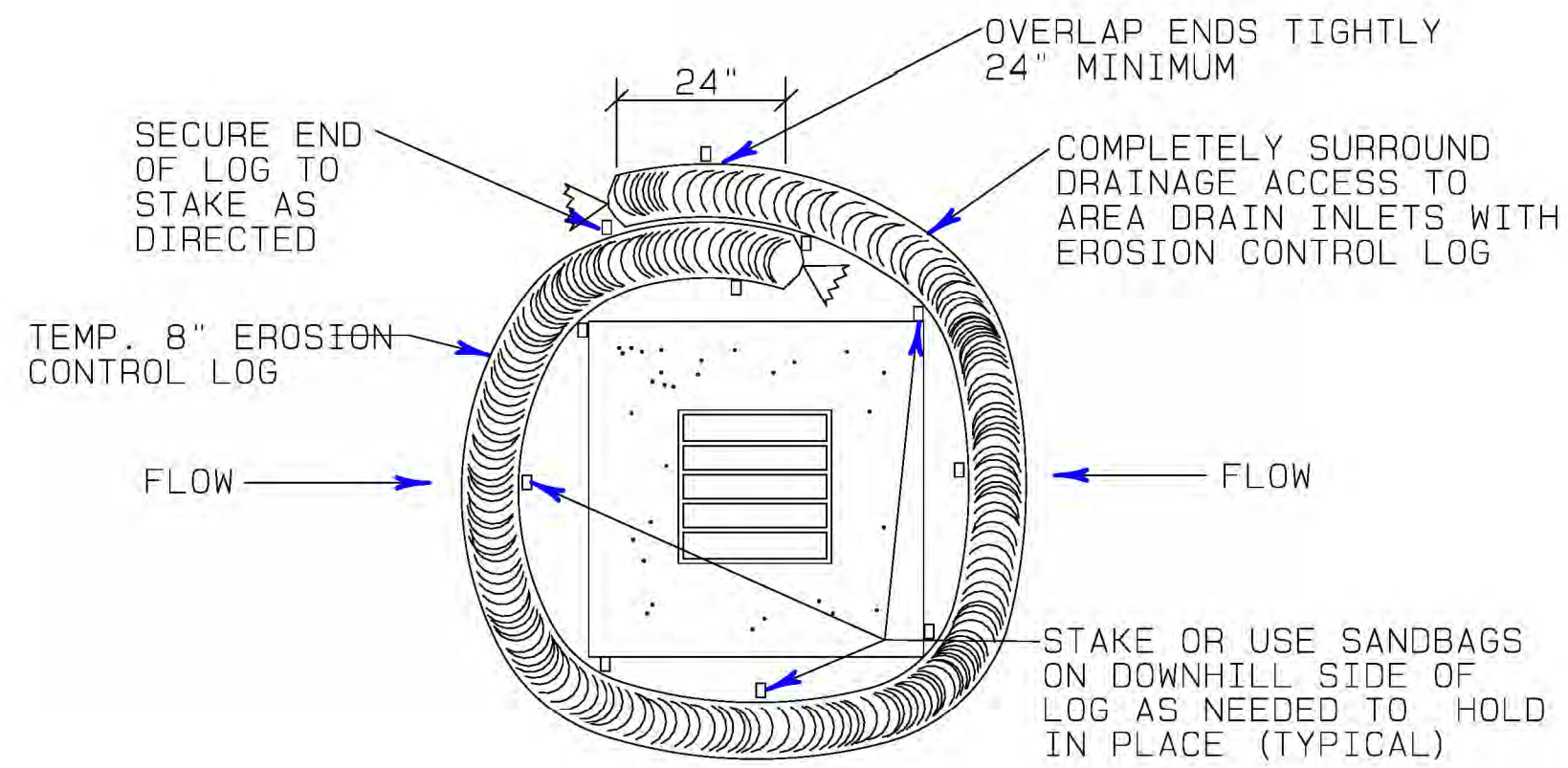
NEW BOSTON ROAD
SIDEWALK PROJECT
TEXARKANA, TEXAS

Date	Revision/Description
Drawn By D.E.R.	Checked By K.A.M.
Project No. 176091A	Dwg. Date 4/4/18



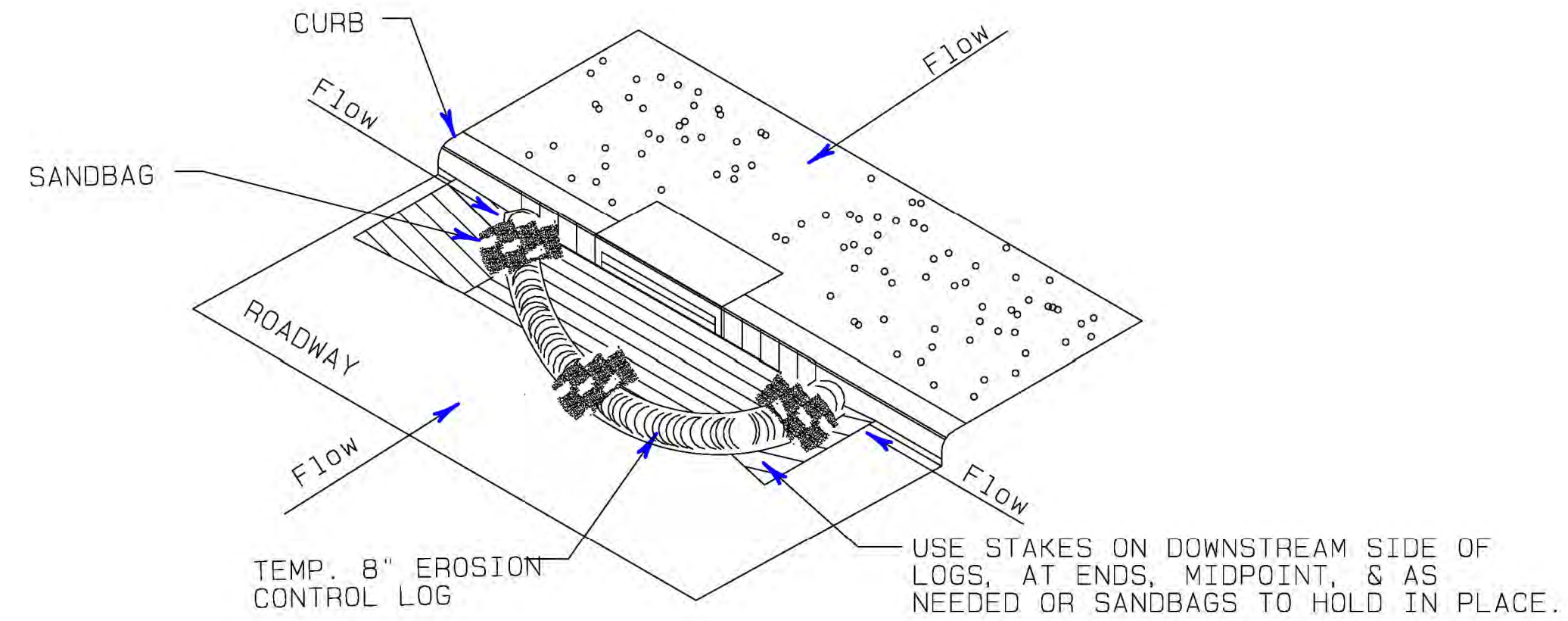
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EROSION CONTROL LOG AT DROP INLET

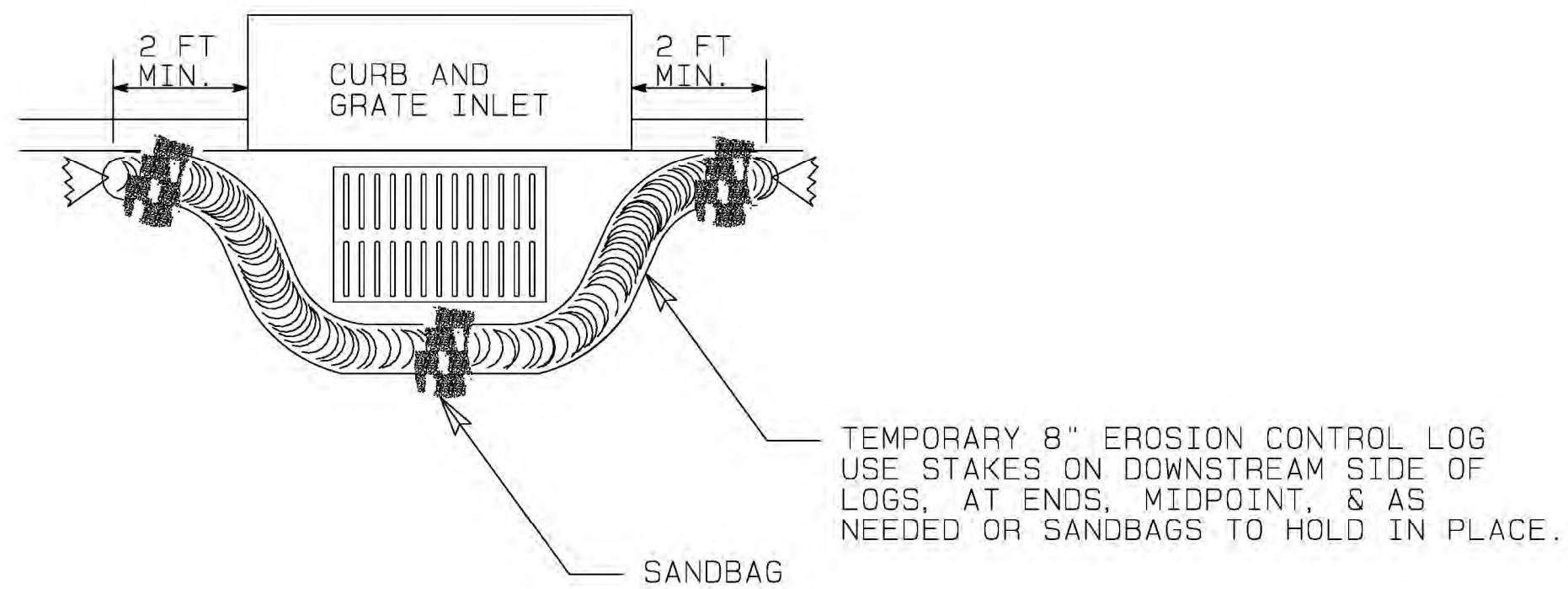
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EROSION CONTROL LOG AT CURB INLET

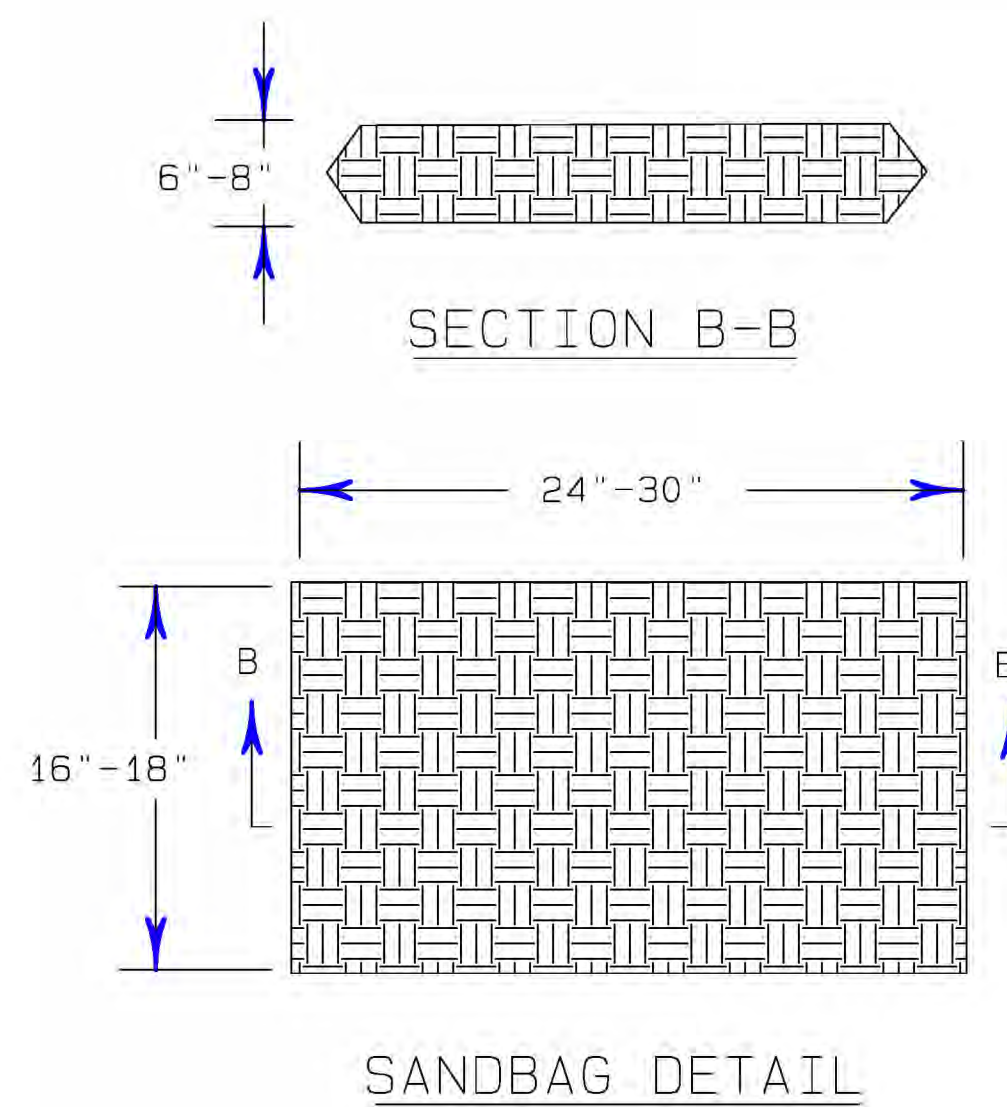
CL-CI

NOTE:
EROSION CONTROL LOGS USED AT CURB INLETS
SHOULD ONLY BE USED IF THEY WILL NOT IMPEDE
TRAFFIC OR FLOOD THE ROADWAY OR WHEN THE
STORM SEWER SYSTEM IS NOT FULLY FUNCTIONAL.



EROSION CONTROL LOG AT CURB & GRADE INLET

CL-GI



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DER	KAM	176081A	4/4/18		11

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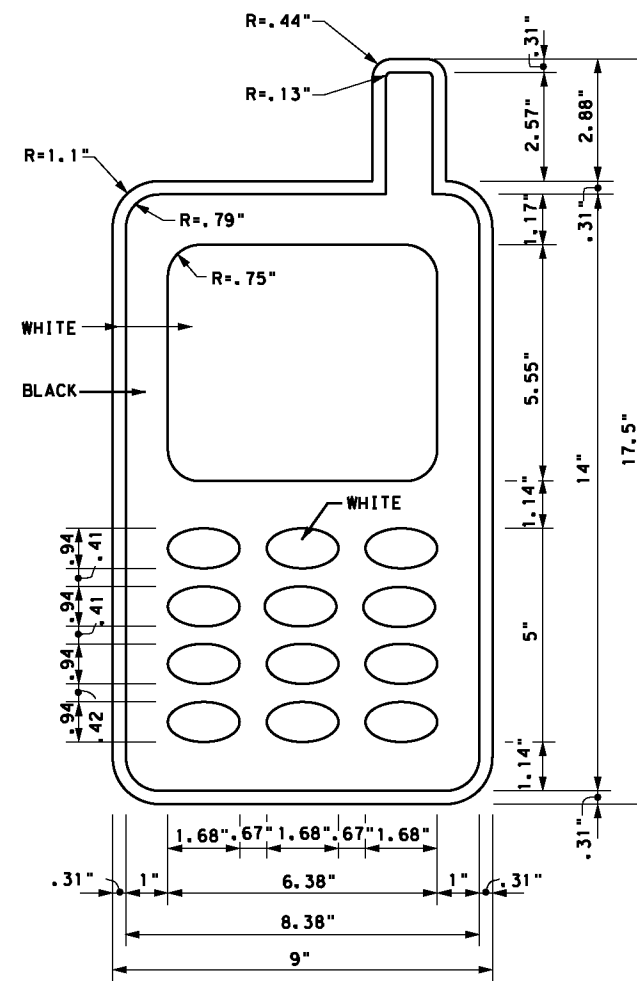
DATE:
FILE:

BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.
3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.
4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.
5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.
6. When projects obut, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.
7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.
9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.
10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER (see Sign Detail G20-10T) and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.
11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.
12. The Engineer has the final decision on the location of all traffic control devices.
13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY APPAREL NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.



SIGN DETAIL (G20-10T)

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

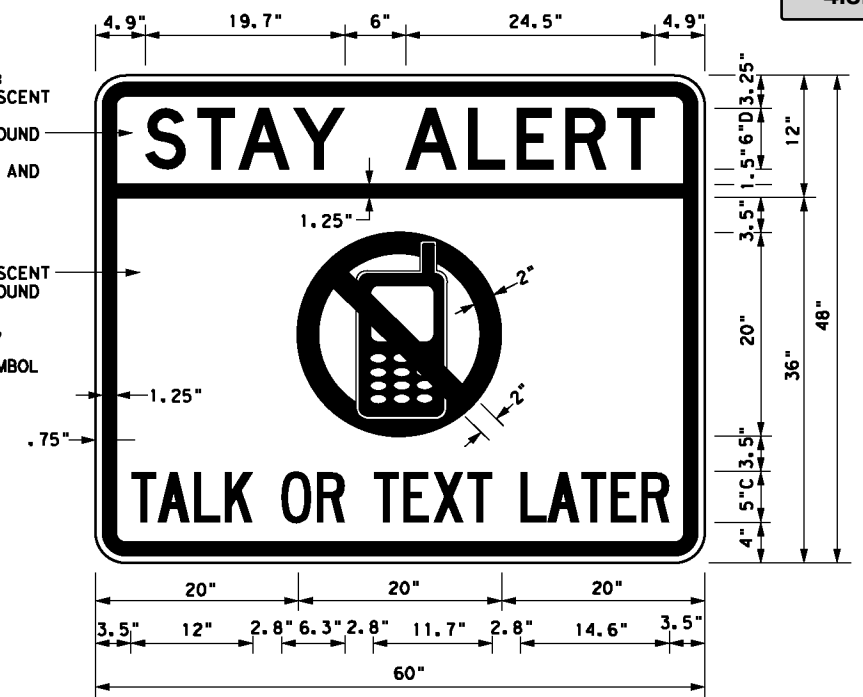
Texas Department of Transportation
Traffic Operations Division - TE
Phone (512) 416-3118

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT
<http://www.txdot.gov>

COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

COLORS:
FLUORESCENT
YELLOW
BACKGROUND
BLACK
BORDER AND
LEGEND

ORANGE
FLUORESCENT
BACKGROUND
BLACK
LEGEND,
BORDER AND
SYMBOL



3.0" Radius, 1.25" Border, 0.75" Indent, Black on Yellow;
[STAY ALERT] Font: D
3.0" Radius, 1.25" Border, 0.75" Indent, Black on Orange;
[TALK OR TEXT LATER] Font: C specified length;

SHEET 1 OF 12



BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1)-14

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Packet Pg. 33

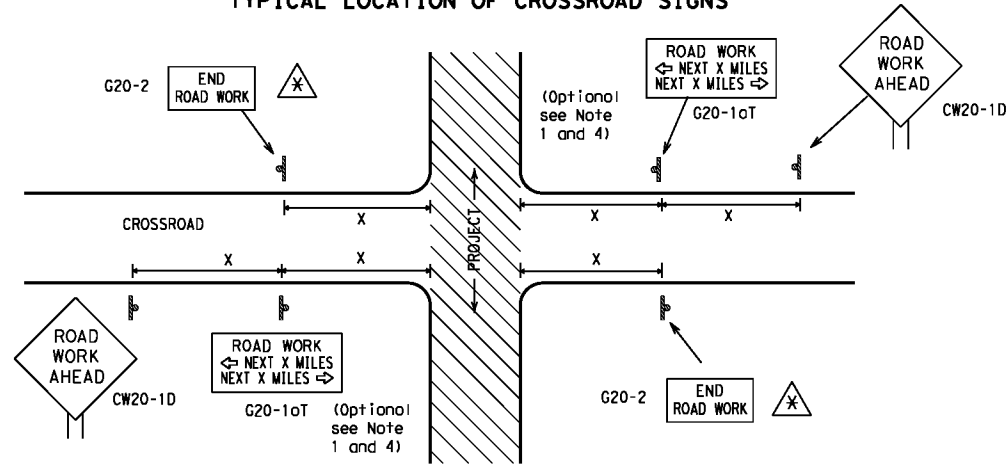
4.3.a

Attachment: 2018-062 ATTH 01 NB Rd Design Docs opt (1851 : 2018-062 RES Authorizing CM to Enter Into a Contract for Completion of NB Rd

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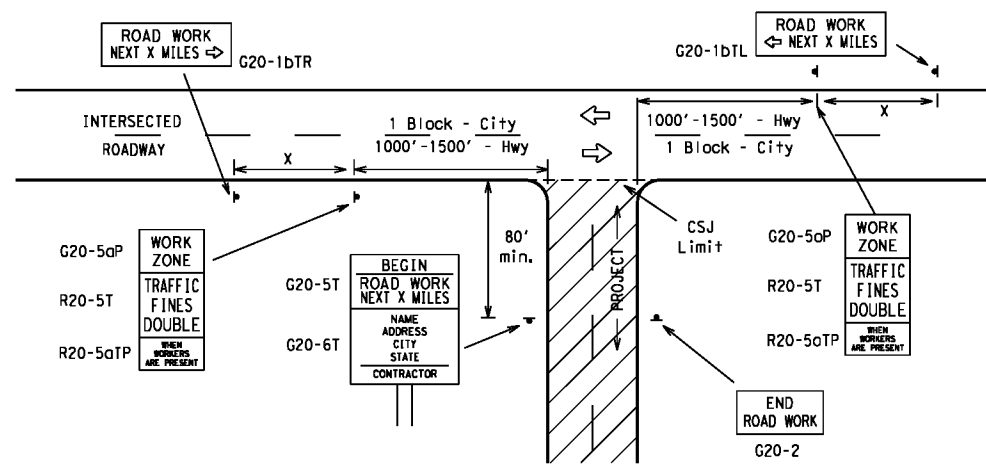
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TYPICAL LOCATION OF CROSSROAD SIGNS



- May be mounted on back of "ROAD WORK AHEAD" (CW20-1D) sign with approval of Engineer. (See note 2 below)
- The typical minimum signing on a crossroad approach should be a "ROAD WORK AHEAD" (CW20-1D) sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
 - The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK" (G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether a road is low volume. This information shall be shown in the plans.
 - Based on existing field conditions, the Engineer/Inspector may require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
 - The "ROAD WORK NEXT X MILES" (G20-1aT) sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
 - Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
 - When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

- The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
- If construction closes the road at a T-intersection the Contractor shall place the "CONTRACTOR NAME" (G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow (G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR) signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING 4.3.a

SIZE			SPACING	
Sign Number or Series	Conventional Road	Expressway/ Freeway	Posted Speed	Sign Spacing "X"
CW20 ⁴	48" x 48"	48" x 48"	MPH	Feet (Apprx.)
CW21			30	120
CW22			35	160
CW23			40	240
CW25			45	320
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"	50	400
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"	55	500 ²
			60	600 ²
			65	700 ²
			70	800 ²
			75	900 ²
			80	1000 ²
			*	*

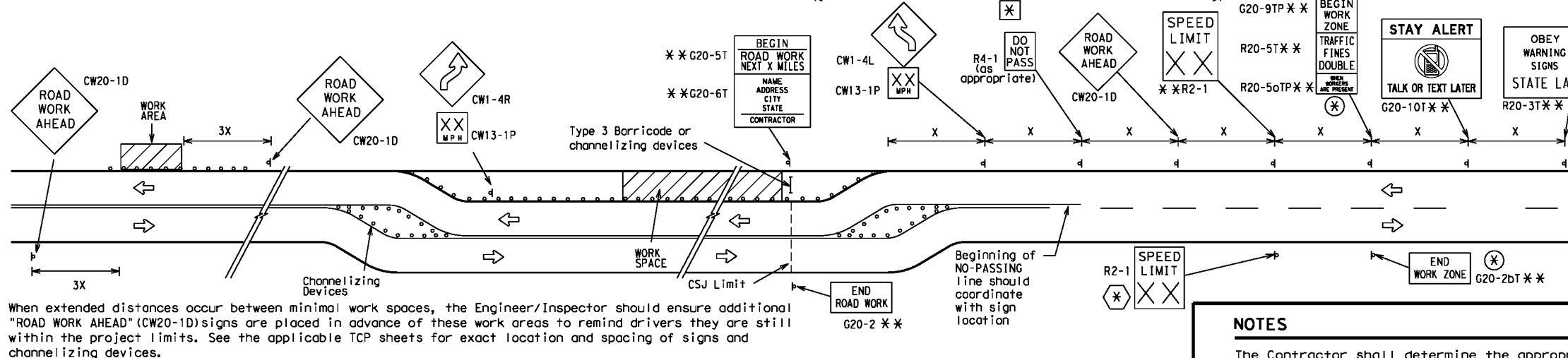
* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

Δ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

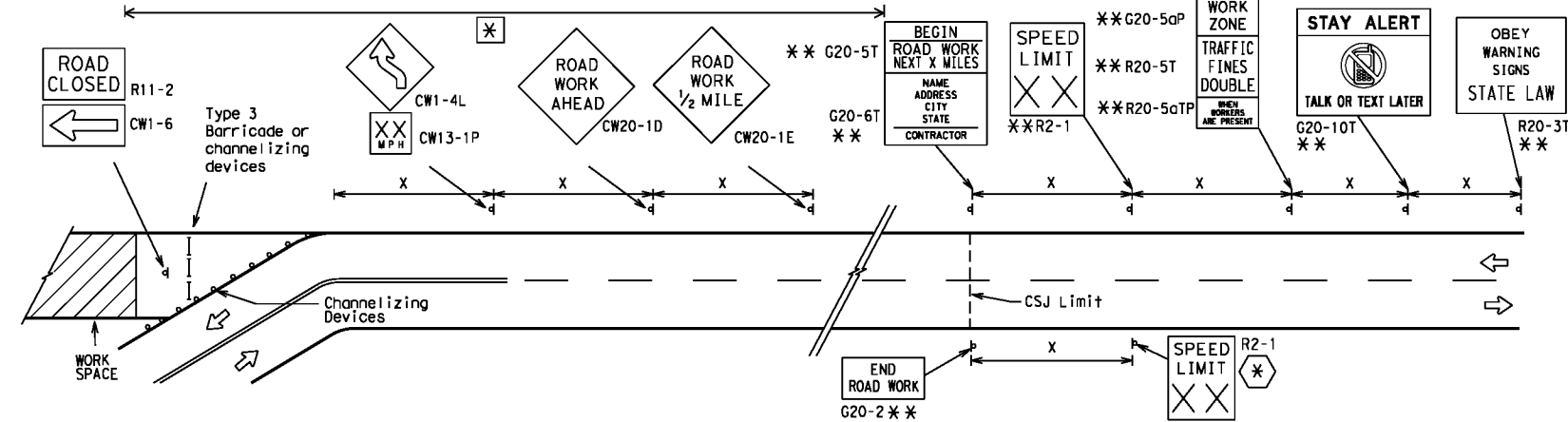
- Special or larger size signs may be used as necessary.
- Distance between signs should be increased as required to have 1500 feet advance warning.
- Distance between signs should be increased as required to have 1/2 mile or more advance warning.
- 36" x 36" "ROAD WORK AHEAD" (CW20-1D) signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
- Only diamond shaped warning sign sizes are indicated.
- See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS



When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD" (CW20-1D) signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS

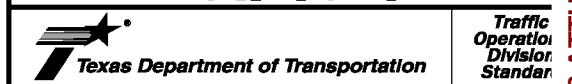


NOTES

- The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES" (G20-5T) sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.
- * The "BEGIN WORK ZONE" (G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.
- ** Required CSJ Limit signing. See Note 10 on BC(1). TRAFFIC FINES DOUBLE signs will not be required on projects consisting solely of mobile operations work.
- * Area for placement of "ROAD WORK AHEAD" (CW20-1D) sign and other signs or devices as called for on the Traffic Control Plan.
- * Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND	
—	Type 3 Barricade
○ ○ ○	Channelizing Devices
—	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

SHEET 2 OF 12



BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC (2) - 14

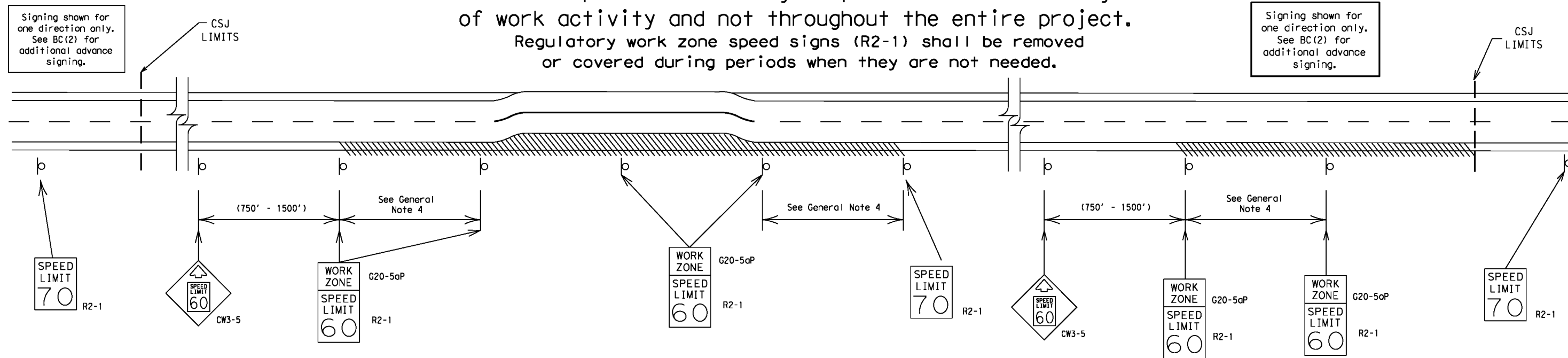
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Packet Pg. 34

TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project. Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present. Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

- rough road or damaged pavement surface
- substantial alteration of roadway geometrics (diversions)
- construction detours
- grade
- width
- other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the travelled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered. (See Removing or Covering on BC(4)).

GENERAL NOTES

- Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
- Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
- Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
- Frequency of work zone speed limit signs should be:

40 mph and greater	0.2 to 2 miles
35 mph and less	0.2 to 1 mile
- Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
- Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT" (CW3-5) sign, "WORK ZONE" (G20-5aP) plaque and the "SPEED LIMIT" (R2-1) signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
- Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
- Techniques that may help reduce traffic speeds include but are not limited to:
 - Low enforcement.
 - Flagger stationed next to sign.
 - Portable changeable message sign (PCMS).
 - Low-power (drone) radar transmitter.
 - Speed monitor trailers or signs.
- Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
- For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

SHEET 3 OF 12



BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

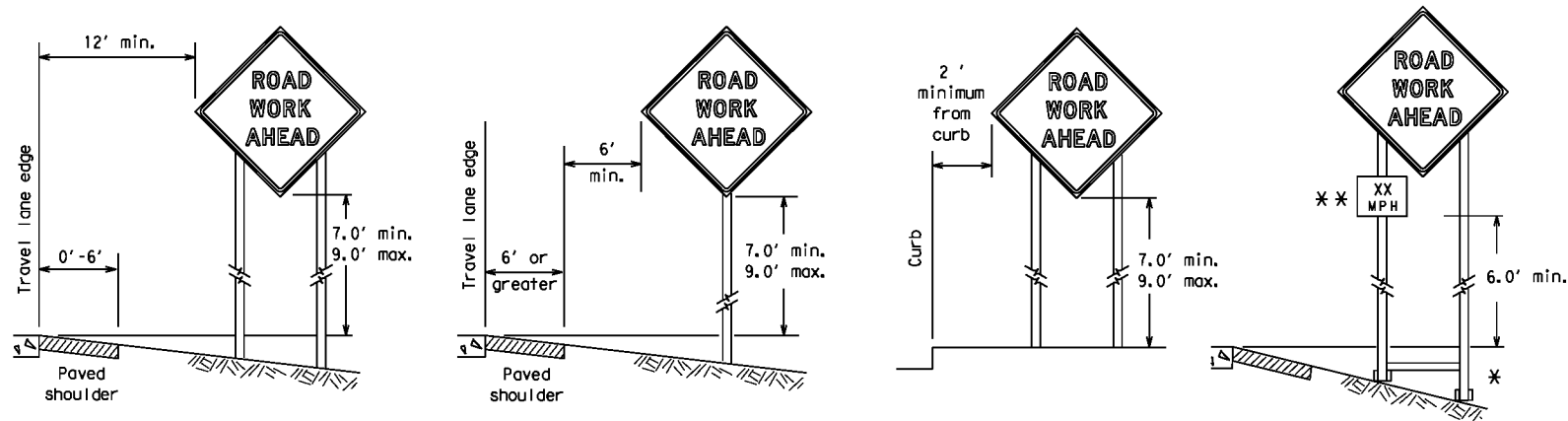
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Packet Pg. 35

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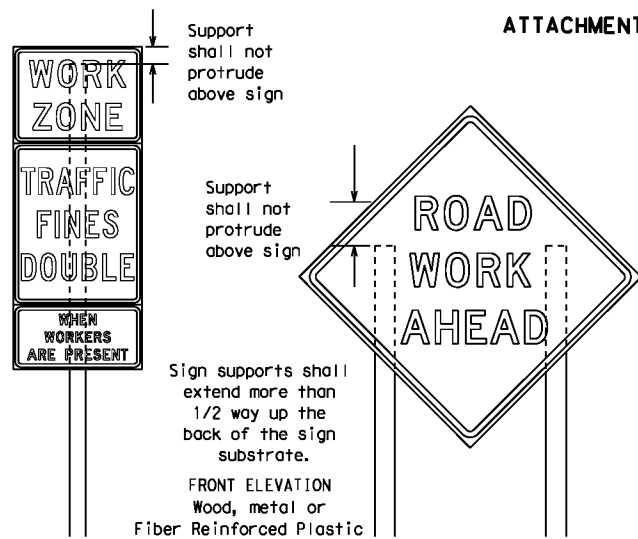
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

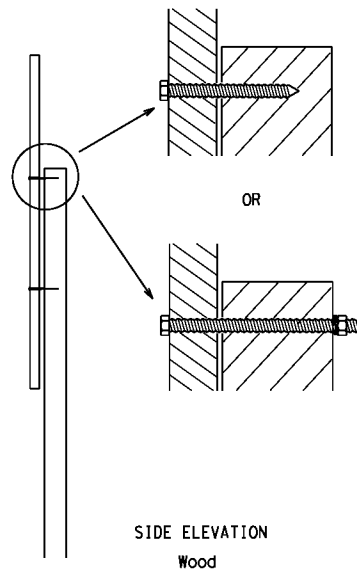
** When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS



Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the splice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

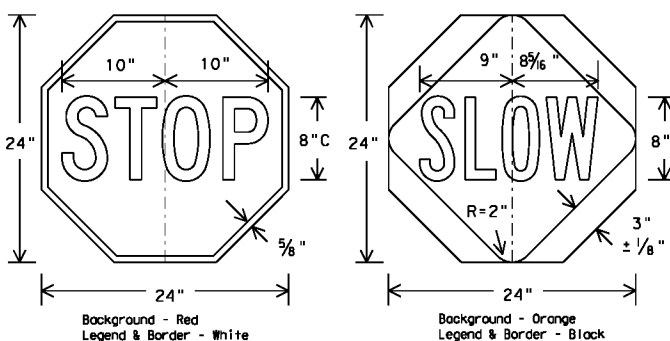
Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports



Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
2. When used at night, the STOP/SLOW paddle shall be retroreflectORIZED.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
 - a. Long-term stationary - work that occupies a location more than 3 days.
 - b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
 - c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
 - d. Short, duration - work that occupies a location up to 1 hour.
 - e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signaling.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B_{FL} or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

SHEET 4 OF 12



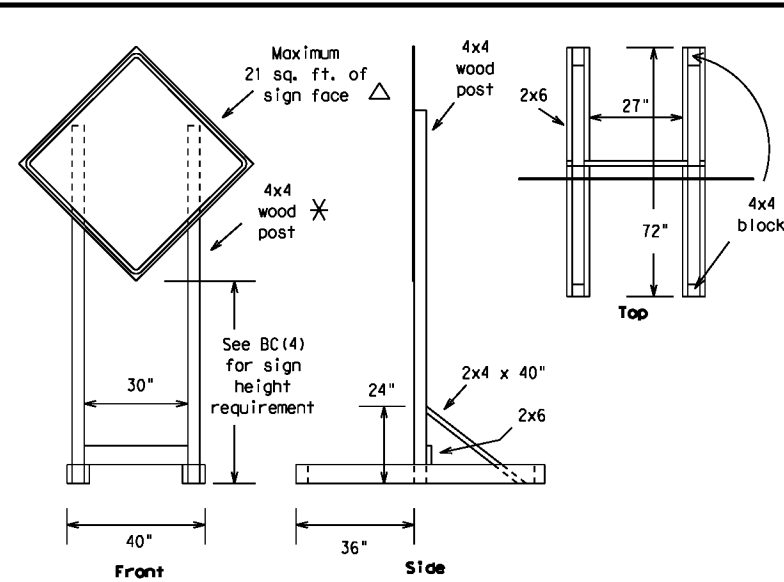
BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC (4) - 14

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9-07	8-14								
7-13									

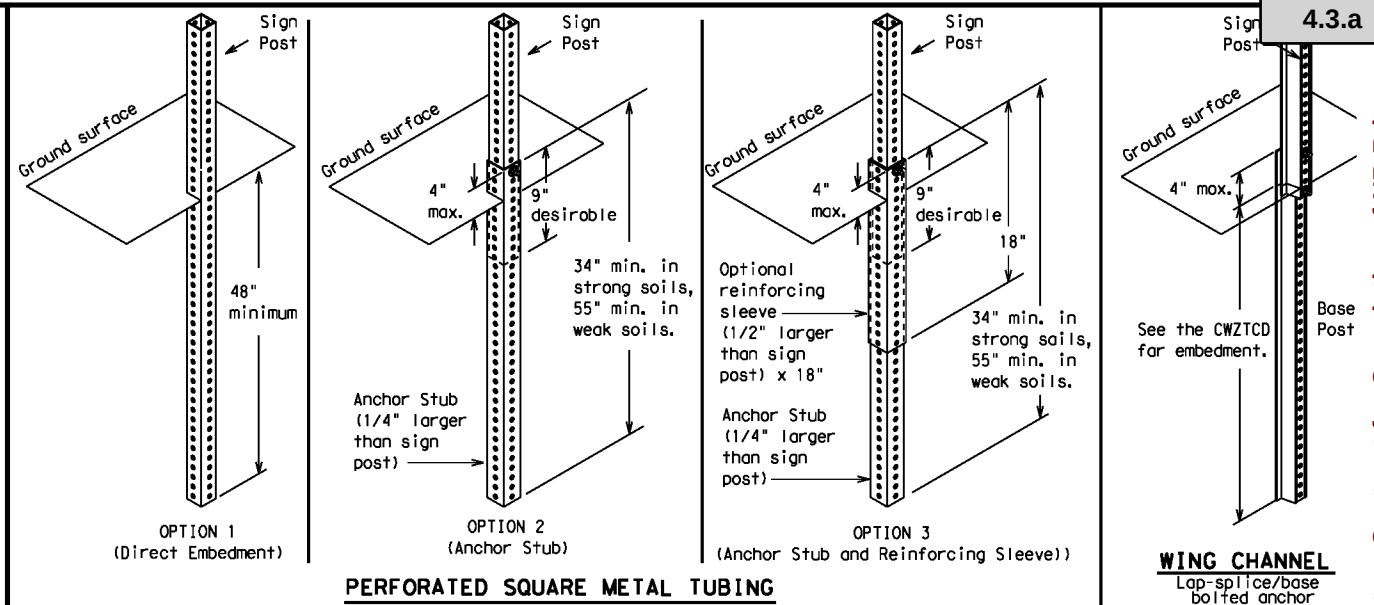
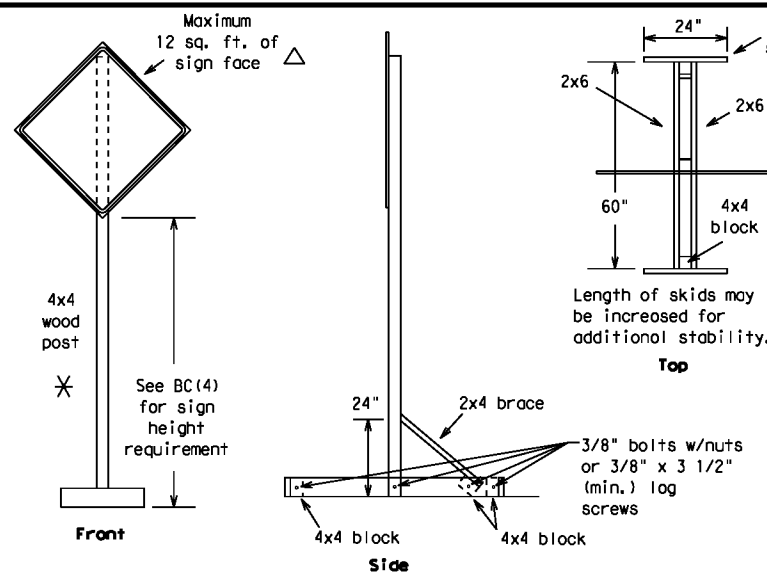
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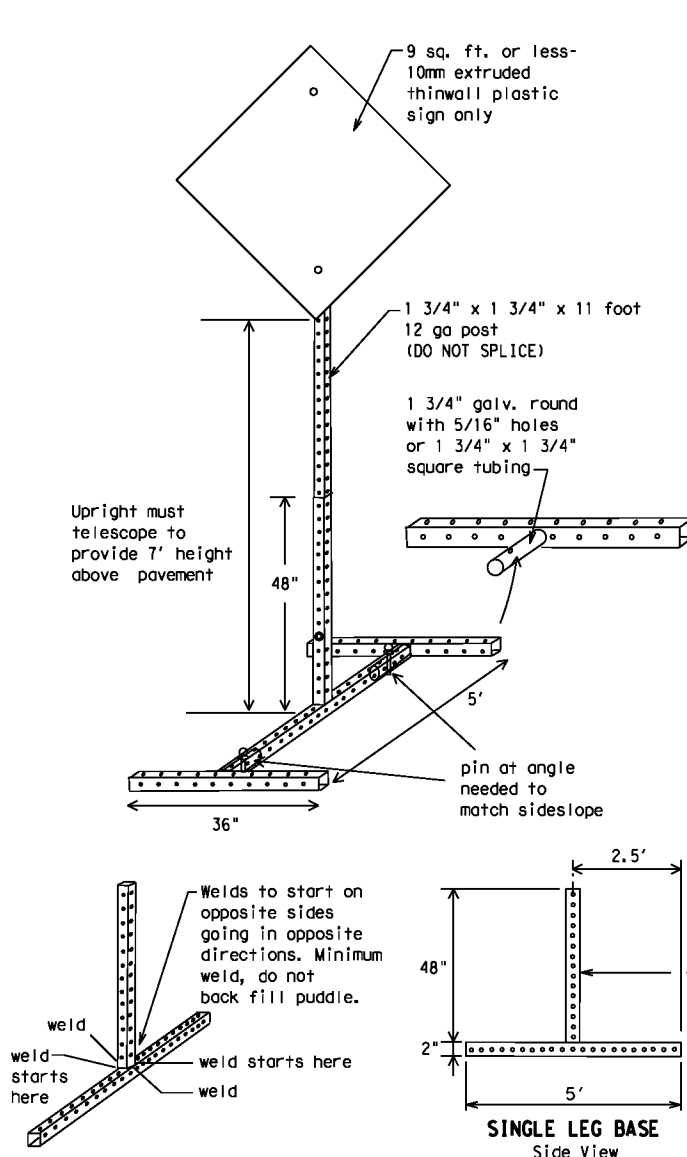
SKID MOUNTED WOOD SIGN SUPPORTS

LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS $\square$

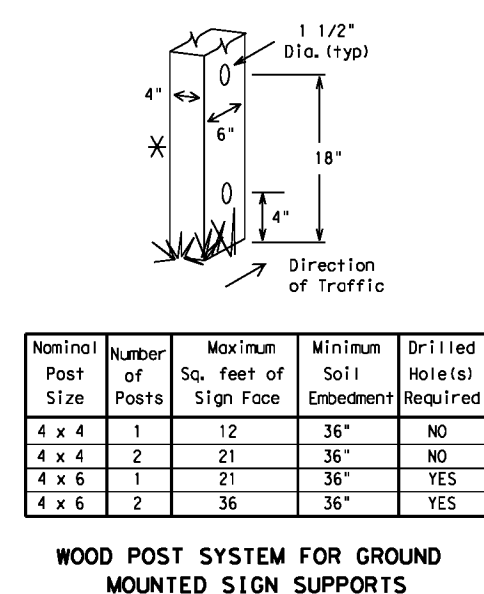
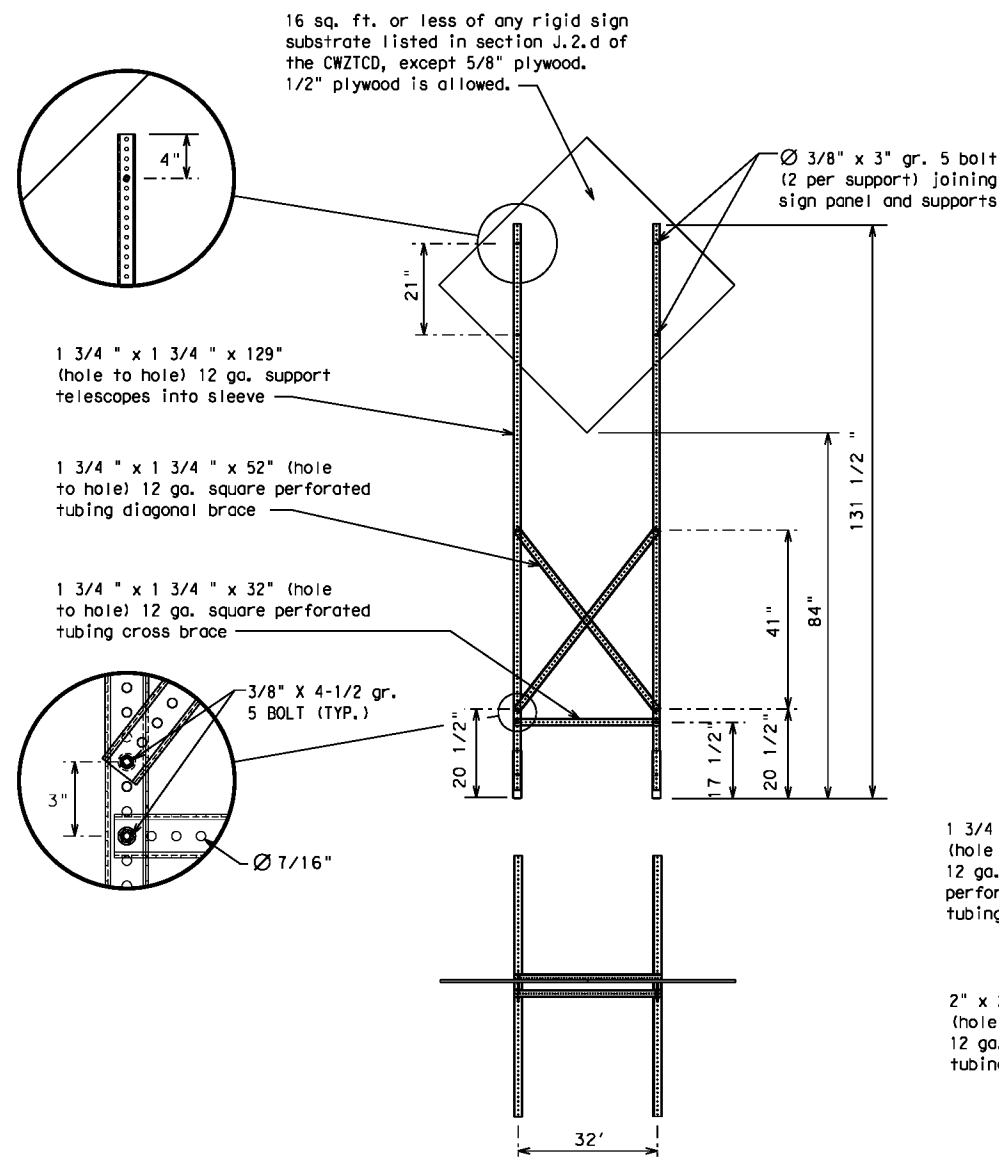


GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support. The maximum sign square footage shall adhere to the manufacturer's recommendation. Two post installations can be used for larger signs.



SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS



WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

- Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
- No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on CWZTCD List.
- When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

- $\square$ See BC(4) for definition of "Work Duration."
- $\times$ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.
- Δ See the CWZTCD for the type of sign substrate that can be used for each approved sign support

SHEET 5 OF 12



BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5) - 14

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Packet Pg. 37

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WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

- The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
- Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
- Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
- Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
- Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
- When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
- The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
- The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
- Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
- Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
- Do not use the word "Danger" in message.
- Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
- Do not display messages that scroll horizontally or vertically across the face of the sign.
- The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
- PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
- Each line of text should be centered on the message board rather than left or right justified.
- If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD
Alternate	ALT
Avenue	AVE
Best Route	BEST RTE
Boulevard	BLVD
Bridge	BRDG
Cannot	CANT
Center	CTR
Construction Ahead	CONST AHD
CROSSING	XING
Detour Route	DETOUR RTE
Do Not	DONT
East	E
Eastbound	(route) E
Emergency	EMER
Emergency Vehicle	EMER VEH
Entrance, Enter	ENT
Express Lane	EXP LN
Expressway	EXPWY
XXXX Feet	XXXX FT
Fog Ahead	FOG AHD
Freeway	FRWY, FWY
Freeway Blocked	FWY BLKD
Friday	FRI
Hazardous Driving	HAZ DRIVING
Hazardous Material	HAZMAT
High-Occupancy	HOV
Vehicle	
Highway	HWY
Hour(s)	HR, HRS
Information	INFO
It Is	ITS
Junction	JCT
Left	LFT
Left Lane	LFT LN
Lane Closed	LN CLOSED
Lower Level	LWR LEVEL
Maintenance	MAINT

Roadway designation # IH-number, US-number, SH-number, FM-number

WORD OR PHRASE	ABBREVIATION
Major	MAJ
Miles	MI
Miles Per Hour	MPH
Minor	MNR
Monday	MON
Normal	NORM
North	N
Northbound	(route) N
Parking	PKING
Road	RD
Right Lane	RT LN
Saturday	SAT
Service Road	SERV RD
Shoulder	SHLDR
Slippery	SLIP
South	S
Southbound	(route) S
Speed	SPD
Street	ST
Sunday	SUN
Telephone	PHONE
Temporary	TEMP
Thursday	THURS
To Downtown	TO DWNTN
Traffic	TRAF
Travelers	TRVLRS
Tuesday	TUES
Time Minutes	TIME MIN
Upper Level	UPR LEVEL
Vehicles (s)	VEH, VEHS
Warning	WARN
Wednesday	WED
Weight Limit	WT LIMIT
West	W
Westbound	(route) W
Wet Pavement	WET PVMT
Will Not	WONT

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

4.3.a

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

FREEWAY CLOSED X MILE
ROAD CLOSED AT SH XXX
ROAD CLSD AT FM XXXX
RIGHT X LANES CLOSED
CENTER LANE CLOSED
NIGHT LANE CLOSURES
VARIOUS LANES CLOSED
EXIT CLOSED
MALL DRIVEWAY CLOSED
XXXXXXXX BLVD CLOSED

Other Condition List

FRONTAGE ROAD CLOSED
SHOULDER CLOSED XXX FT
RIGHT LN CLOSED XXX FT
RIGHT X LANES OPEN
DAYTIME LANE CLOSURES
I-XX SOUTH EXIT CLOSED
EXIT XXX CLOSED X MILE
RIGHT LN TO BE CLOSED
X LANES CLOSED TUE - FRI

ROADWORK XXX FT
FLAGGER XXXX FT
RIGHT LN NARROWS XXXX FT
MERGING TRAFFIC XXXX FT
LOOSE GRAVEL XXXX FT
DETOUR X MILE
ROADWORK PAST SH XXXX
BUMP XXXX FT
TRAFFIC SIGNAL XXXX FT

ROAD REPAIRS XXXX FT
LANE NARROWS XXXX FT
TWO-WAY TRAFFIC XX MILE
CONST TRAFFIC XXX FT
UNEVEN LANES XXXX FT
ROUGH ROAD XXXX FT
ROADWORK NEXT FRI-SUN
US XXX EXIT X MILES
LANES SHIFT

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

MERGE RIGHT
DETOUR NEXT X EXITS
USE EXIT XXX
STAY ON US XXX SOUTH
TRUCKS USE US XXX N
WATCH FOR TRUCKS
EXPECT DELAYS
REDUCE SPEED XXX FT
USE OTHER ROUTES
STAY IN LANE

FORM X LINES RIGHT
USE XXXXX RD EXIT
USE EXIT I-XX NORTH
USE I-XX E TO I-XX N
WATCH FOR TRUCKS
EXPECT DELAYS
END SHOULDER USE
WATCH FOR WORKERS

Location List

AT FM XXXX
BEFORE RAILROAD CROSSING
NEXT X MILES
PAST US XXX EXIT
XXXXXXXX TO XXXXXXXX
US XXX TO FM XXXX

Warning List

SPEED LIMIT XX MPH
MAXIMUM SPEED XX MPH
MINIMUM SPEED XX MPH
ADVISORY SPEED XX MPH
RIGHT LANE EXIT
USE CAUTION
DRIVE SAFELY
DRIVE WITH CARE

** Advance Notice List

TUE-FRI XX AM- X PM
APR XX- XX X PM-X AM
BEGINS MONDAY
BEGINS MAY XX
MAY X-X XX PM - XX AM
NEXT FRI-SUN
XX AM TO XX PM
NEXT TUE AUG XX
TONIGHT XX PM- XX AM

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

- Only 1 or 2 phases are to be used on a PCMS.
- The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
- A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
- A Location Phase is necessary only if a distance or location is not included in the first phase selected.
- If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
- For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

- When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
- When symbol signs, such as the "Flagger Symbol" (CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
- When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
- A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on BC(7), for the same size arrow.

WORDING ALTERNATIVES

- The words RIGHT, LEFT and ALL can be interchanged as appropriate.
- Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
- EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
- Highway names and numbers replaced as appropriate.
- ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
- AHEAD may be used instead of distances if necessary.
- FT and MI, MILE and MILES interchanged as appropriate.
- AT, BEFORE and PAST interchanged as needed.
- Distances or AHEAD can be eliminated from the message if a location phase is used.

SHEET 6 OF 12



Texas Department of Transportation



Traffic Operations Division

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC (6) - 14

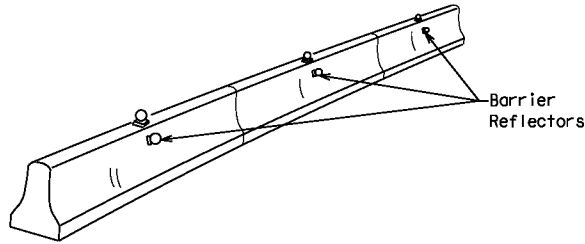
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Packet Pg. 38

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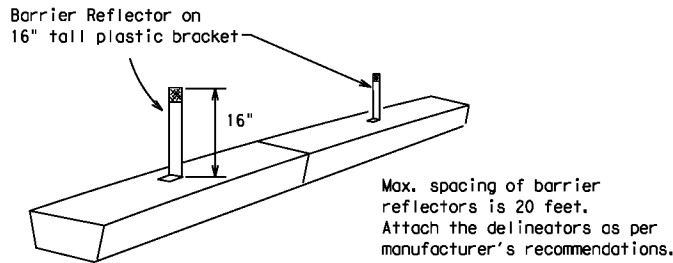
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- Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
- Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.



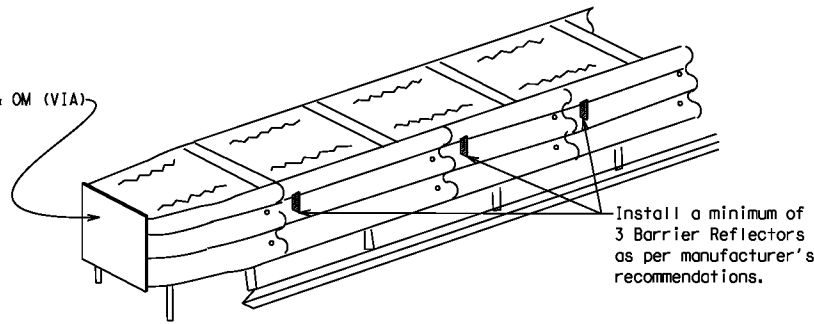
CONCRETE TRAFFIC BARRIER (CTB)

- Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
- Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional) while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
- When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
- Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
- Maximum spacing of Barrier Reflectors is forty (40) feet.
- Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
- Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
- Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
- Single slope barriers shall be delineated as shown on the above detail.



LOW PROFILE CONCRETE BARRIER (LPCB)

See D & OM (VIA)



DELINEATION OF END TREATMENTS

END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS

WARNING LIGHTS

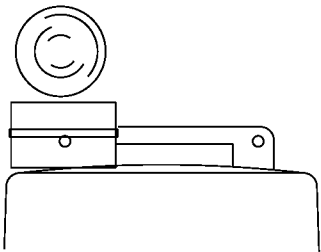
- Warning lights shall meet the requirements of the TMUTCD.
- Warning lights shall NOT be installed on barricades.
- Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B_{FL} or C_{FL} Sheeting meeting the requirements of Departmental Material Specification DMS-8300.
- Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
- The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
- When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
- When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
- The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

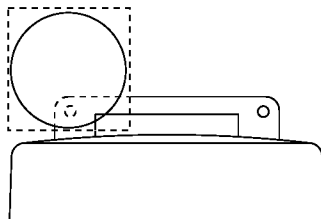
- Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
- Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
- A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
- Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
- Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
- Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
- The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

- A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
- The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
- The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
- Round reflectors shall be fully reflectorized, including the area where attached to the drum.
- Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
- The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
- When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
- The warning reflector should be mounted on the side of the handle nearest approaching traffic.
- The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.



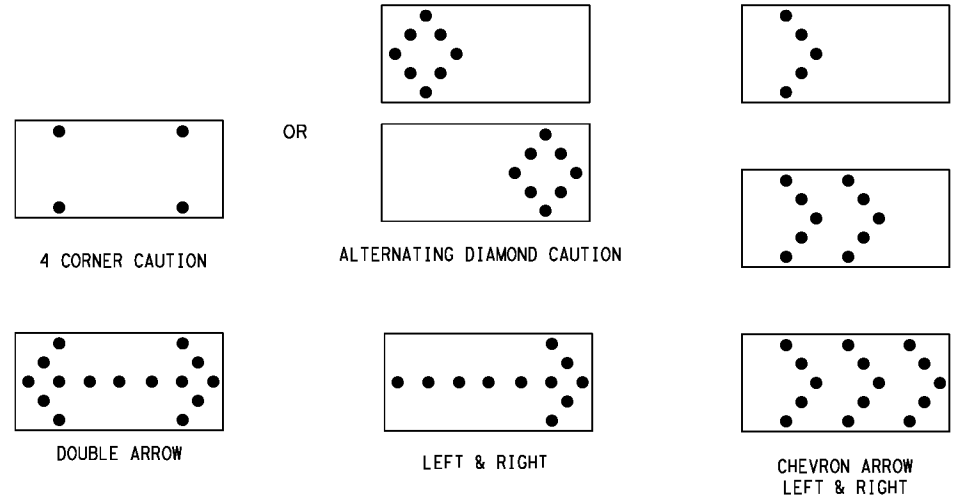
Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

- The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
- Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
- The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
- The Flashing Arrow Board should be able to display the following symbols:



- The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
- The straight line caution display is NOT ALLOWED.
- The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
- Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
- The sequential arrow display is NOT ALLOWED.
- The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.
- The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
- A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
- A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
- Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION
Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

SHEET 7 OF 12

TRUCK-MOUNTED ATTENUATORS

- Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350) or the Manual for Assessing Safety Hardware (MASH).
- Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
- Refer to the CWZTCD for a list of approved TMAs.
- TMAs are required on freeways unless otherwise noted in the plans.
- A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
- The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.



BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATORS

BC (7) - 14

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Packet Pg. 39

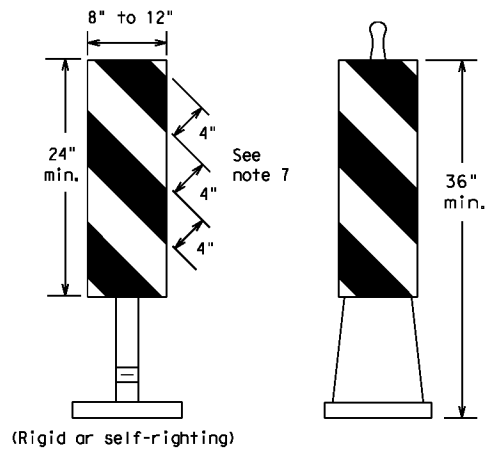
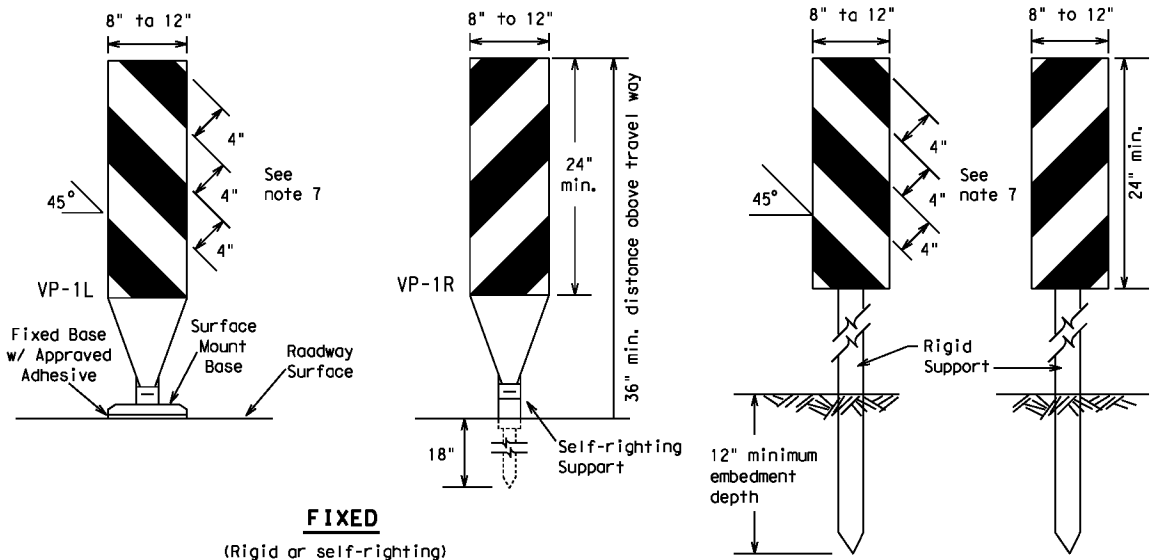
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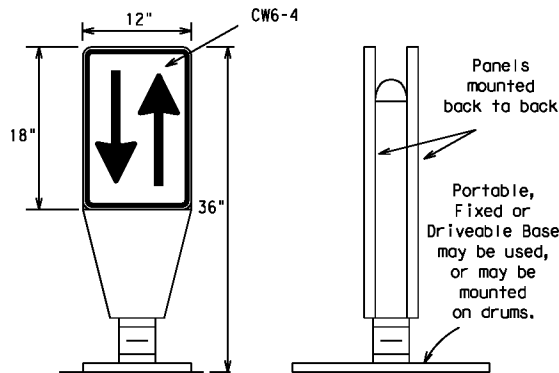
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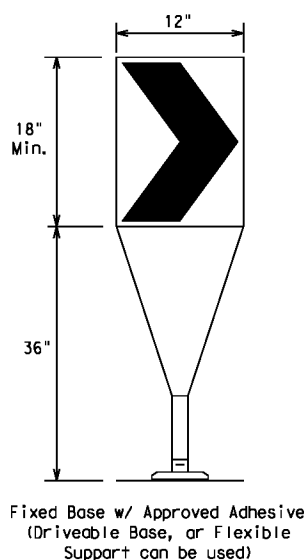
- Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
- VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
- VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
- VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
- Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- Sheeting for the VP's shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
- Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

VERTICAL PANELS (VPs)



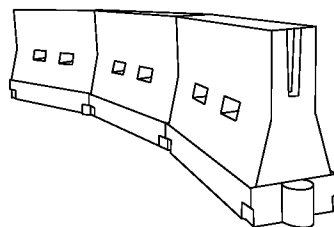
- Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
- The OTLD may be used in combination with 42" cones or VPs.
- Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
- The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



- The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
- Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
- Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
- To be effective, the chevron should be visible far at least 500 feet.
- Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
- For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS



LONGITUDINAL CHANNELIZING DEVICES (LCD)

- LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
- LCDs may be used instead of a line of cones or drums.
- LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
- LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
- LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
- LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10) placed near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

- Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
- Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
- Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
- Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
- When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

GENERAL NOTES

- Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
- Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
- Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicle or vehicle related wind gusts making alignment of the channelizing device difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
- Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
- Pavement surfaces shall be prepared in a manner that ensures proper bond between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
- The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices	
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45	L = WS	450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55		550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

**Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTH

SHEET 9 OF 12



BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC (9) - 14

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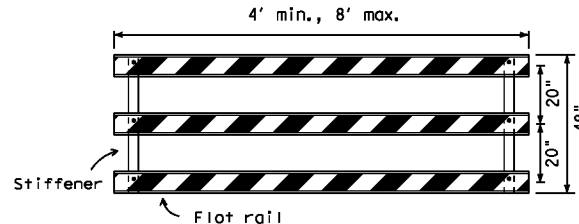
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.

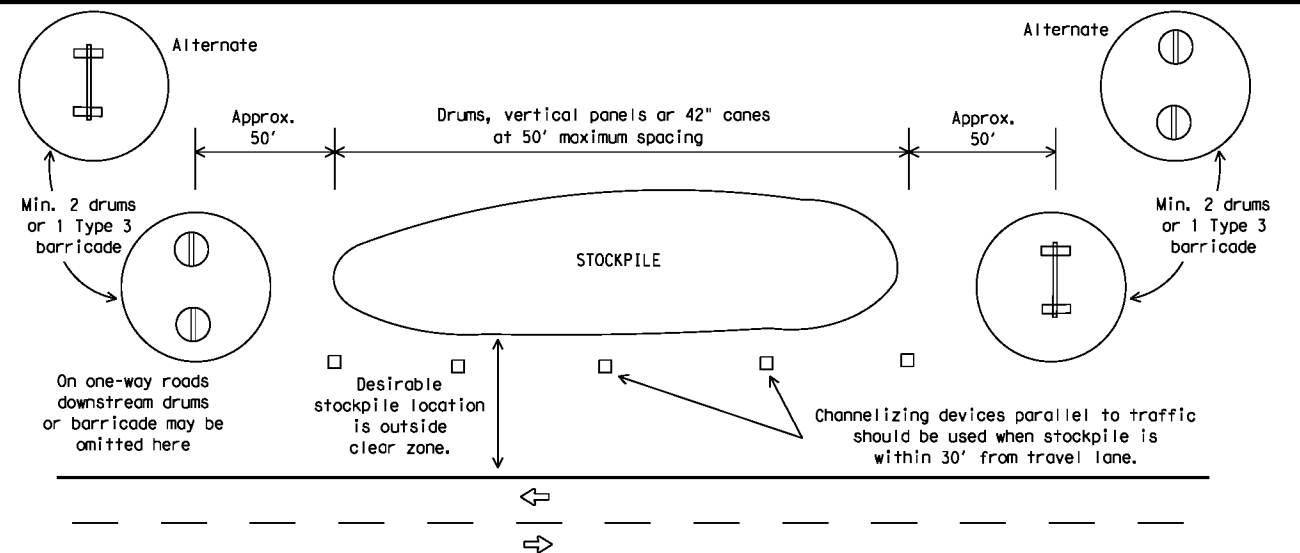


TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



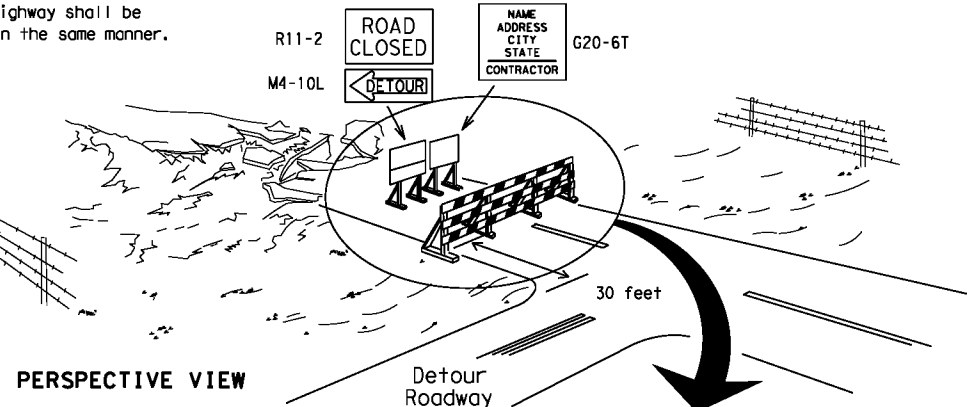
Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

Each roadway of a divided highway shall be barricaded in the same manner.



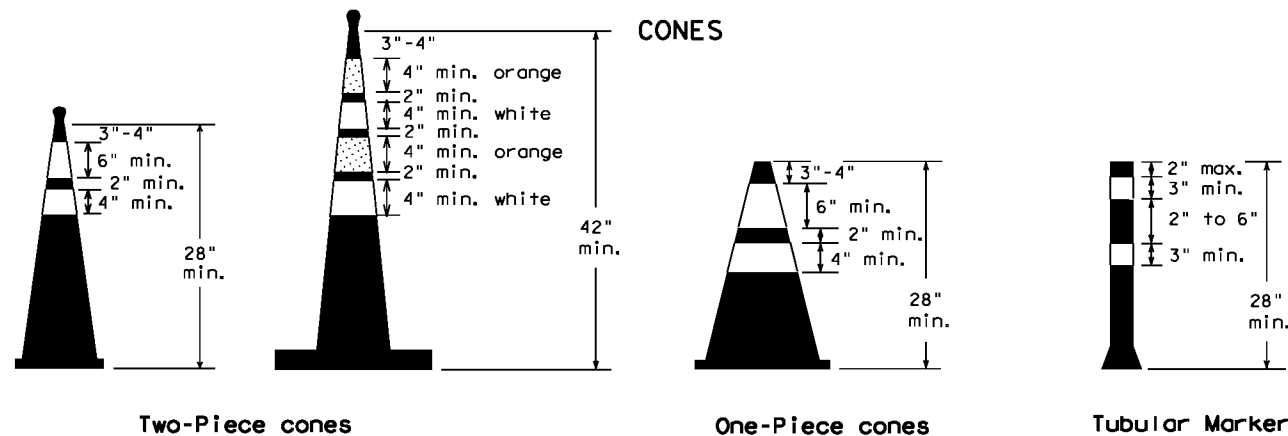
PERSPECTIVE VIEW

The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic. Barricade striping should slant downward in the direction of detour.

1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

PLAN VIEW

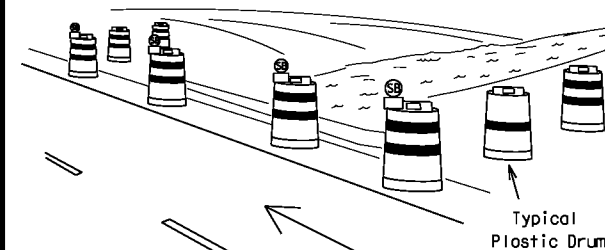
TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



28" Cones shall have a minimum weight of 9 1/2 lbs.
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

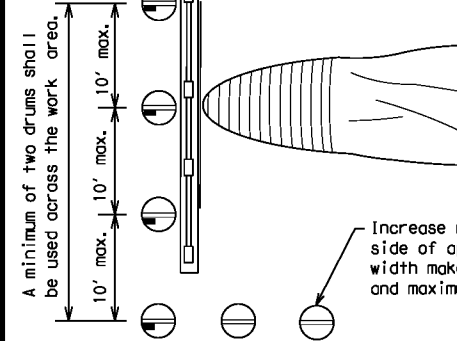
1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.

4.3.a



PERSPECTIVE VIEW

These drums are not required on one-way roadway



PLAN VIEW

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS

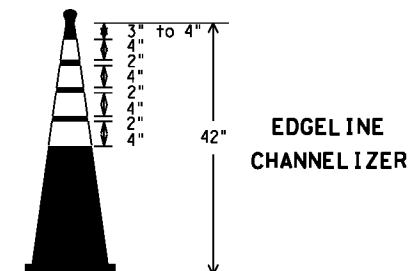
1. Where positive redirection capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when 1 shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.

LEGEND

	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
	Steady burn warning light or yellow warning reflector

Increase number of plastic drums on the side of approaching traffic if the crown width makes it necessary. (minimum of 2 and maximum of 4 drums)

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



EDGE LINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

SHEET 10 OF 12



BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-14

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Packet Pg. 42

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WORK ZONE PAVEMENT MARKINGS

GENERAL

- The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
- Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
- Additional supplemental pavement marking details may be found in the plans or specifications.
- Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
- When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
- When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
- All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

- Raised pavement markers are to be placed according to the patterns on BC(12).
- All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

PREFABRICATED PAVEMENT MARKINGS

- Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
- Non-removable prefabricated pavement markings (fail back) shall meet the requirements of DMS-8240.

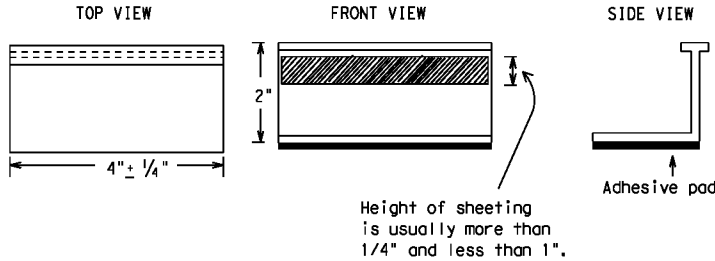
MAINTAINING WORK ZONE PAVEMENT MARKINGS

- The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
- Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
- The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
- Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

REMOVAL OF PAVEMENT MARKINGS

- Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
- The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
- Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
- The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
- Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
- Blast cleaning may be used but will not be required unless specifically shown in the plans.
- Over-painting of the markings SHALL NOT BE permitted.
- Removal of raised pavement markers shall be as directed by the Engineer.
- Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
- Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective
Roadway Marker Tabs



STAPLES OR NAILS SHALL NOT BE USED TO SECURE
TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER
TABS TO THE PAVEMENT SURFACE

- Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
- Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
 - Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
 - Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
- Small design variances may be noted between tab manufacturers.
- See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

- Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
- All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
- Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:
YELLOW - (two amber reflective surfaces with yellow body).
WHITE - (one silver reflective surface with white body).

DEPARTMENTAL MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8240

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).

SHEET 11 OF 12



BARRICADE AND CONSTRUCTION
PAVEMENT MARKINGS

BC(11)-14

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11-02 8-14				

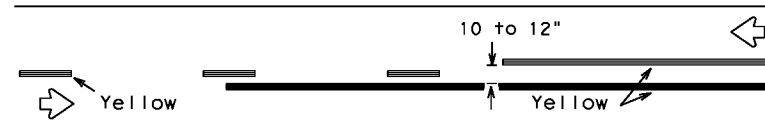
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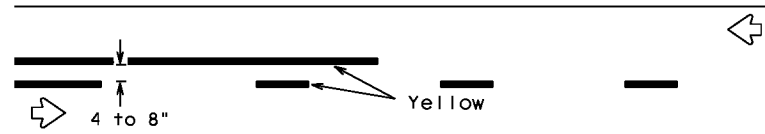
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PAVEMENT MARKING PATTERNS



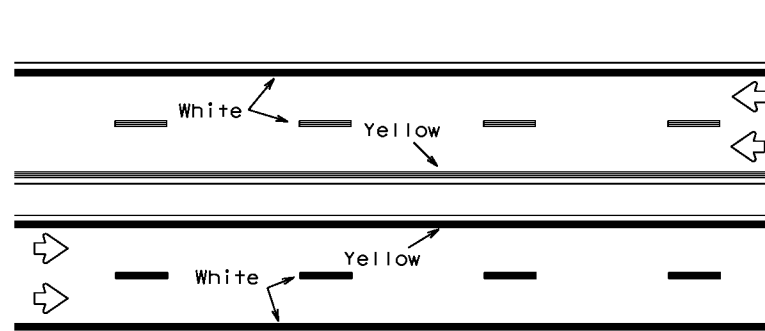
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



REFLECTORIZED PAVEMENT MARKINGS - PATTERN B

Pattern A is the TxDOT Standard, however Pattern B may be used if approved by the Engineer. Prefabricated markings may be substituted for reflectORIZED pavement markings.

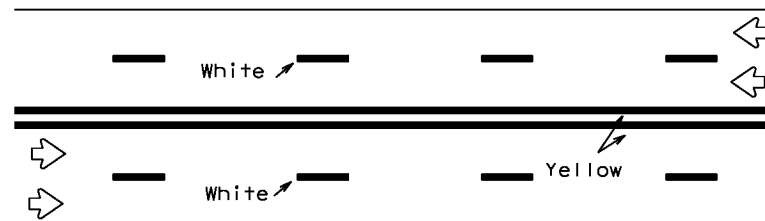
CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



REFLECTORIZED PAVEMENT MARKINGS

Prefabricated markings may be substituted for reflectORIZED pavement markings.

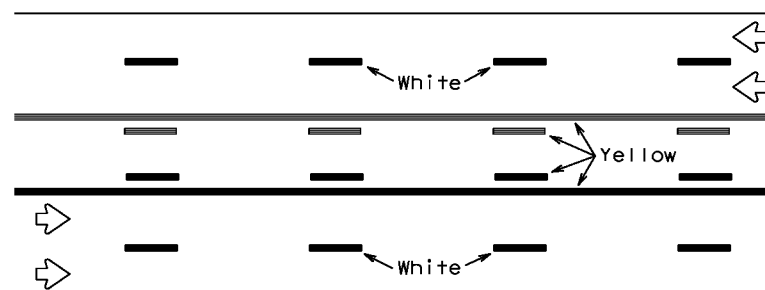
EDGE & LANE LINES FOR DIVIDED HIGHWAY



REFLECTORIZED PAVEMENT MARKINGS

Prefabricated markings may be substituted for reflectORIZED pavement markings.

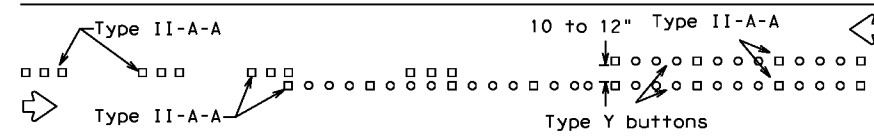
LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS



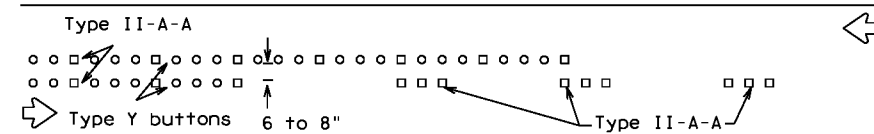
REFLECTORIZED PAVEMENT MARKINGS

Prefabricated markings may be substituted for reflectORIZED pavement markings.

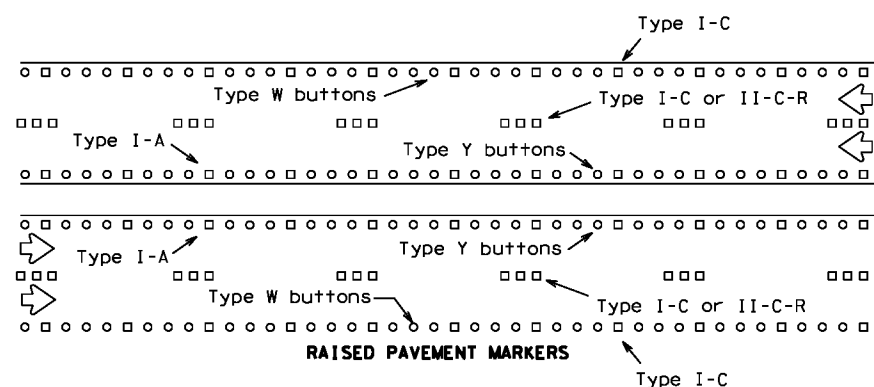
TWO-WAY LEFT TURN LANE



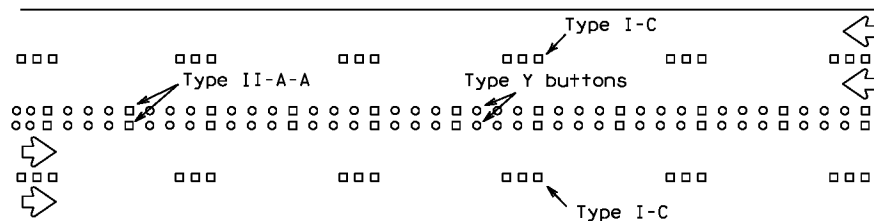
RAISED PAVEMENT MARKERS - PATTERN A



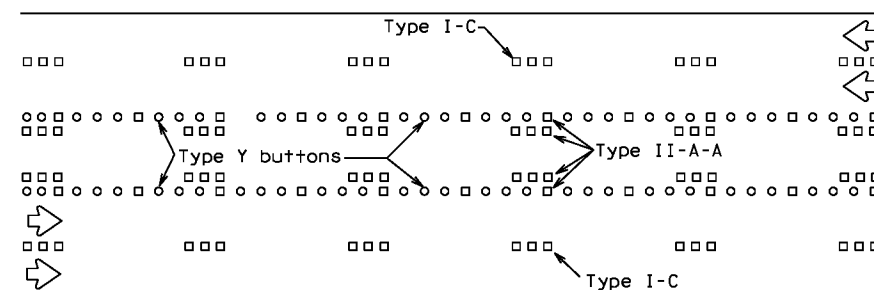
RAISED PAVEMENT MARKERS - PATTERN B



RAISED PAVEMENT MARKERS



RAISED PAVEMENT MARKERS

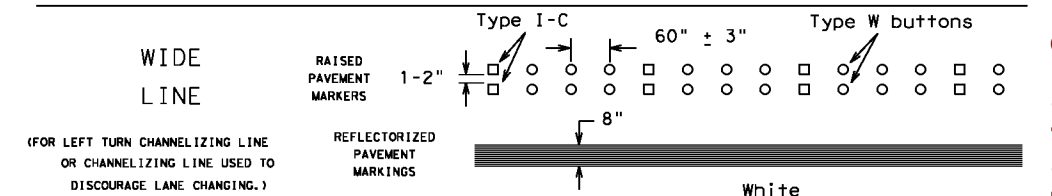
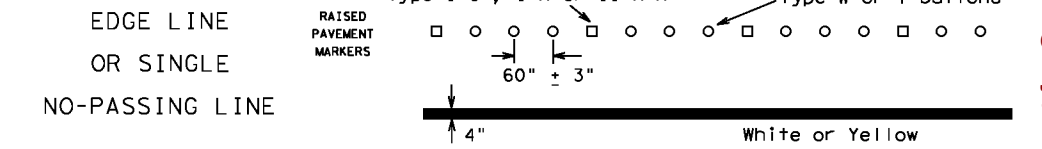
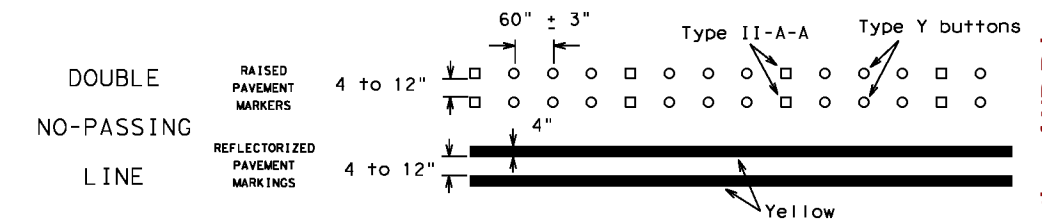


RAISED PAVEMENT MARKERS

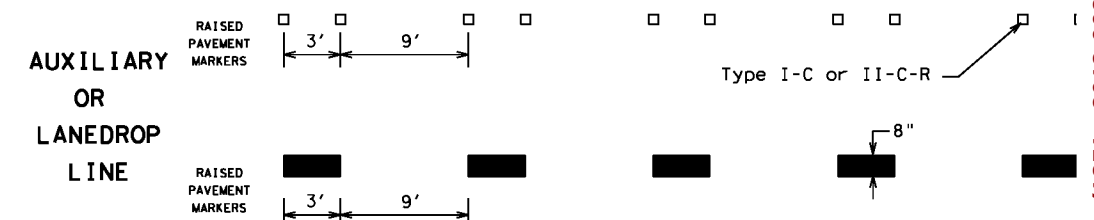
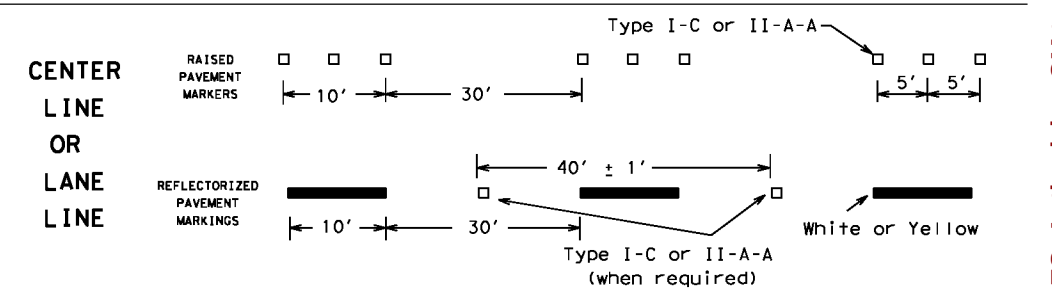
STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS

4.3.a

SOLID LINES

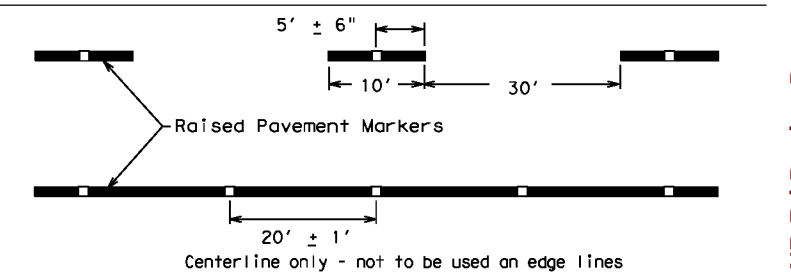


BROKEN LINES



REMOVABLE MARKINGS WITH RAISED PAVEMENT MARKERS

If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.



SHEET 12 OF 12



BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERN:

BC(12)-14

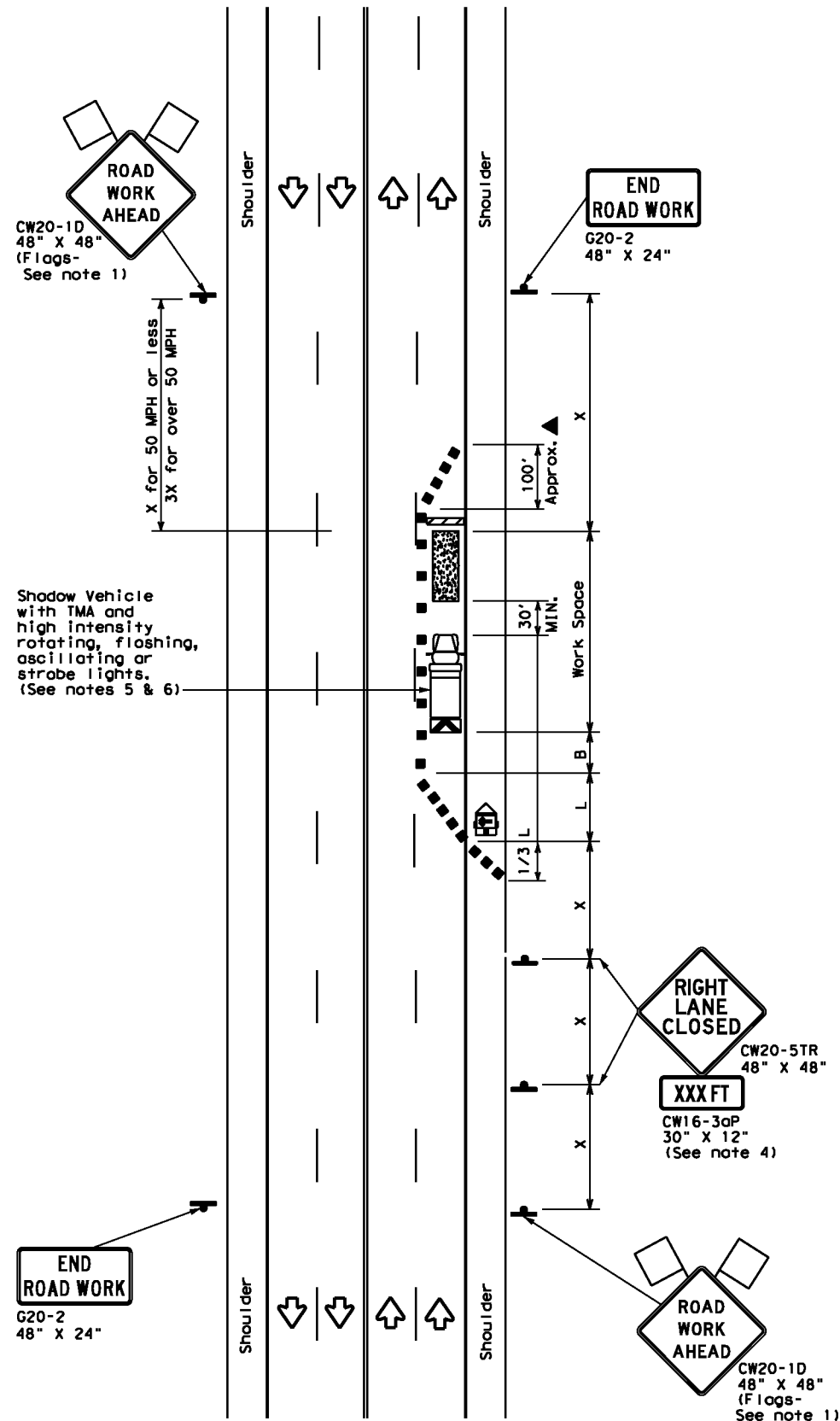
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Packet Pg. 44

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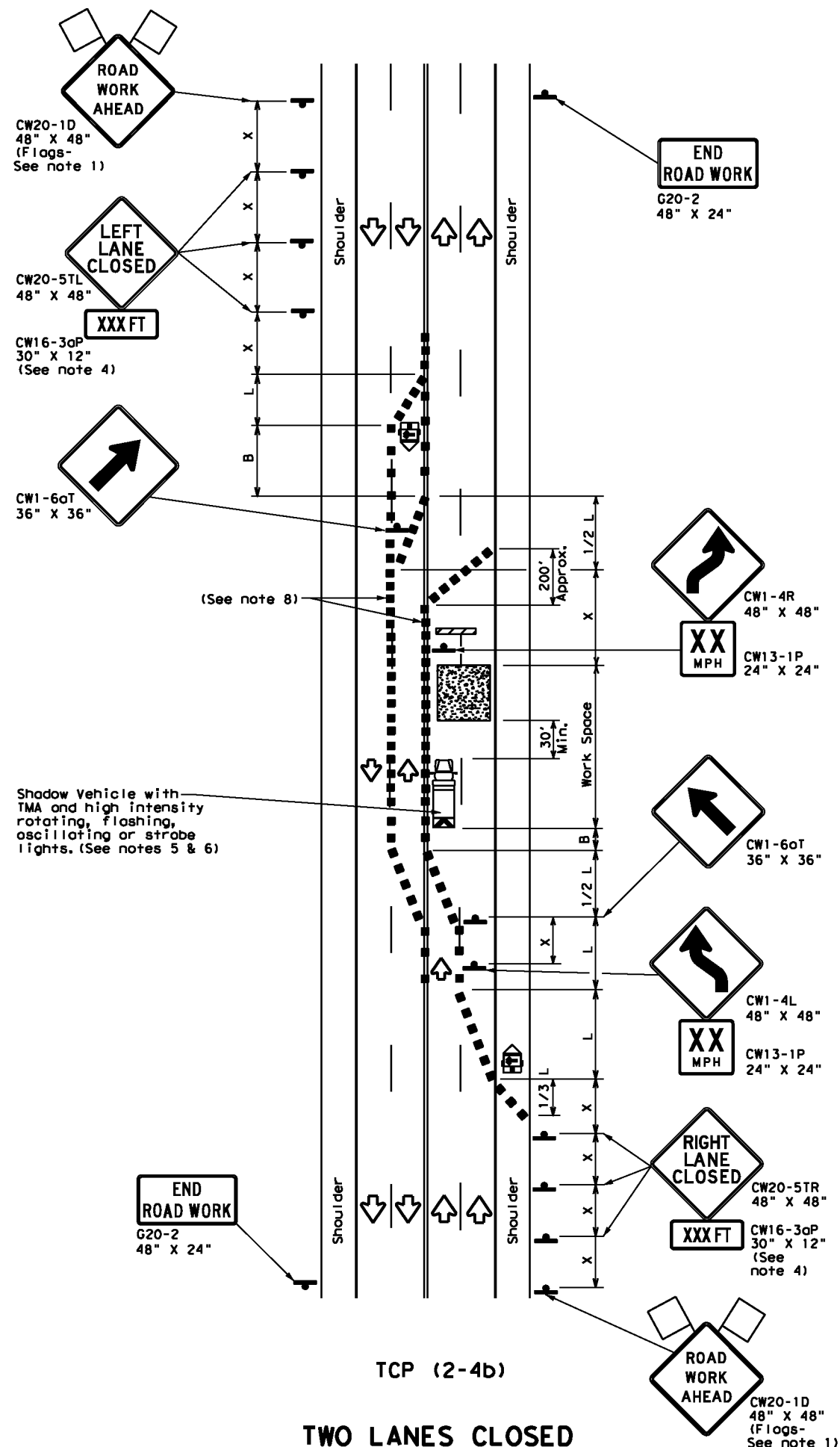
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TCP (2-4a)

ONE LANE CLOSED



TCP (2-4b)

TWO LANES CLOSED

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "x" Distance	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L = WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.

L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
		✓	✓	

GENERAL NOTES

- Flags attached to signs where shown, are REQUIRED.
- All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
- The downstream taper is optional. When used, it should be 100 feet minimum length per lane.
- For short term applications, when post mounted signs are not used, the distance legend may be shown on the sign face rather than on a CW16-3aP supplemental plaque.
- A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affect the performance or quality of the work. If workers are no longer present but road work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
- Additional Shadow Vehicles with TMAs may be positioned in each closed lane, on the shoulder or off the paved surface, next to those shown in order to protect a wider work space.

TCP (2-4a)

- If this TCP is used for a left lane closure, CW20-5TL "LEFT LANE CLOSED" signs shall be used and channelizing devices shall be placed on the centerline to protect the work space from opposing traffic with the arrow board placed in the closed lane near the end of the merging taper.

TCP (2-4b)

- For shorter durations where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15' if posted speeds are 35 mph or slower, and for tangent sections, $1/2(S)$ where S is the speed in mph. This tighter devices spacing is intended for the area of conflicting markings, not the entire work zone.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

**TRAFFIC CONTROL PLAN
LANE CLOSURES ON MULTILANE
CONVENTIONAL ROADS**

TCP (2-4) - 1

© TxDOT December 1985		DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: T
REVISIONS		CONT	SECT	JOB	HIGHWAY
8-95	2-12				
1-97					
4-98					
3-03					
		DIST			

Bid Tabulation
for
IFB# 18-2001-11 New Boston Road Sidewalk Project

2018-062 EXH 'A'				Contech Contractors Texarkana, TX		Texarkana Concrete Construction Texarkana, TX		RVP Construction Marshall, TX	
Item #	Description	U/M	QTY	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
1	MOBILIZATION-COMPLETE IN PLACE	LS	1	\$22,760.00	\$22,760.00	\$4,950.00	\$4,950.00	\$10,000.00	\$10,000.00
2	RIGHT A WAY PREPARATION-COMPLETE IN PLACE	STA	9	\$480.00	\$4,320.00	\$375.00	\$3,375.00	\$1,200.00	\$10,800.00
3	BARRICADE SIGN & TRAFFIC HANDLING-COMPLETE IN PLACE	MO	2	\$2,012.50	\$4,025.00	\$3,495.00	\$6,990.00	\$2,500.00	\$5,000.00
4	REMOVE CURB & GUTTER-COMPLETE IN PLACE	LF	10	\$172.50	\$1,725.00	\$30.00	\$300.00	\$50.00	\$500.00
5	REMOVE CONCRETE-COMPLETE IN PLACE	SY	33	\$121.90	\$4,022.70	\$27.30	\$900.90	\$50.00	\$1,650.00
6	REMOVE CONCRETE DRIVEWAY-COMPLETE IN PLACE	SY	16	\$121.90	\$1,950.40	\$27.30	\$436.80	\$50.00	\$800.00
7	INSTALL CONCRETE DRIVEWAY(5')-COMPLETE IN PLACE	SY	16	\$72.45	\$1,159.20	\$93.00	\$1,488.00	\$85.00	\$1,360.00
8	INSTALL CONCRETE SIDEWALKS (4')-COMPLETE IN PLACE	SY	158	\$62.10	\$9,811.80	\$72.00	\$11,376.00	\$60.00	\$9,480.00
9	TYPE 7 CURB RAMP-COMPLETE IN PLACE	EA	3	\$2,070.00	\$6,210.00	\$1,300.00	\$3,900.00	\$1,500.00	\$4,500.00
10	INSTALL INLET PROTECTION-COMPLETE IN PLACE	EA	3	\$172.52	\$517.56	\$250.00	\$750.00	\$167.00	\$501.00
11	INSTALL SILT FENCE-COMPLETE IN PLACE	LF	282	\$4.60	\$1,297.20	\$8.00	\$2,256.00	\$10.00	\$2,820.00
12	REVEGETATION SEEDING-COMPLETE IN PLACE	SY	66	\$37.00	\$2,442.00	\$6.00	\$396.00	\$15.00	\$990.00
TOTAL BASE BID ITEMS 1-12					\$60,240.86		\$37,118.70		\$48,401.00

ALTERNATE NO. 1- MILAM TO WHEELER				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
13	RIGHT A WAY PREPARATION-COMplete IN PLACE	STA	3	\$375.00	\$1,125.00	\$1,700.00	\$5,100.00	\$3,000.00	\$9,000.00
14	REMOVE CURB & GUTTER-COMplete IN PLACE	LF	24	\$172.50	\$4,140.00	\$30.00	\$720.00	\$25.00	\$600.00
15	REMOVE CONCRETE-COMplete IN PLACE	SY	22	\$172.50	\$3,795.00	\$27.30	\$600.60	\$36.00	\$900.00
16	REMOVE CONCRETE DRIVEWAY-COMplete IN PLACE	SY	32	\$121.90	\$3,900.80	\$27.30	\$873.60	\$50.00	\$1,600.00
17	INSTALL CONCRETE DRIVEWAY (5)-COMplete IN PLACE	SY	32	\$72.45	\$2,318.40	\$93.00	\$2,976.00	\$70.00	\$2,240.00
18	INSTALL CONCRETE SIDEWALKS (4)-COMplete IN PLACE	SY	82	\$62.10	\$5,092.20	\$72.00	\$5,904.00	\$60.00	\$4,920.00
19	TYPE 7 CURB RAMP-COMplete IN PLACE	EA	5	\$2,070.00	\$10,350.00	\$1,300.00	\$6,500.00	\$1,500.00	\$7,500.00
20	INSTALL INLET PROTECTION-COMplete IN PLACE	EA	2	\$172.50	\$345.00	\$250.00	\$500.00	\$250.00	\$500.00
21	INSTALL SILT FENCE-COMplete IN PLACE	LF	183	\$4.60	\$841.80	\$10.00	\$1,830.00	\$10.00	\$1,830.00
22	REVEGETATION SEEDING-COMplete IN PLACE	SY	41	\$28.75	\$1,178.75	\$6.00	\$246.00	\$15.00	\$615.00
TOTAL ALTERNATE NO.1 - MILAM TO WHEELER					\$33,086.95		\$25,250.20		\$29,705.00
ALTERNATE NO.2 - WHEELER TO BEVERLY PARK				UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT	UNIT PRICE	EXTENDED AMOUNT
23	RIGHT A WAY PREPARATION-COMplete IN PLACE	STA	17.5	\$1,154.00	\$20,195.00	\$770.00	\$13,475.00	***	\$25,000.00
24	REMOVE CURB & GUTTER-COMplete IN PLACE	LF	80	\$172.50	\$13,800.00	\$30.00	\$2,400.00	\$20.00	\$1,600.00
25	REMOVE CONCRETE-COMplete IN PLACE	SY	80	\$121.90	\$9,752.00	\$27.30	\$2,184.00	\$35.00	\$2,800.00
26	REMOVE CONCRETE DRIVEWAY-COMplete IN PLACE	SY	438	\$121.90	\$53,392.20	\$27.30	\$11,957.40	\$30.00	\$13,140.00
27	INSTALL CONCRETE DRIVEWAY (5)-COMplete IN PLACE	SY	438	\$72.45	\$31,733.10	\$50.00	\$21,900.00	\$70.00	\$30,660.00
28	INSTALL CONCRETE SIDEWALKS (4)-COMplete IN PLACE	SY	404	\$62.10	\$25,088.40	\$72.00	\$29,088.00	\$75.00	\$30,300.00
29	TYPE 7 CURB RAMP-COMplete IN PLACE	EA	16	\$2,070.00	\$33,120.00	\$1,300.00	\$20,800.00	\$1,500.00	\$24,000.00

30	INSTALL INLET PROTECTION- COMPLETE IN PLACE	EA	10	\$172.50	\$1,725.00	\$150.00	\$1,500.00	\$200.00	\$2,000.00
31	INSTALL SILT FENCE-COMPLETE IN PLACE	LF	436	\$4.60	\$2,005.60	\$6.00	\$2,616.00	\$10.00	\$4,360.00
32	REVEGETATION SEEDING- COMPLETE IN PLACE	SY	190	\$15.00	\$2,850.00	\$4.00	\$760.00	\$17.00	\$3,230.00
33	ADJUST WATER METER- COMPLETE IN PLACE	EA	2	\$345.00	\$690.00	\$250.00	\$500.00	\$1,300.00	\$2,600.00
34	INSTALL MOUNTABLE CURB- COMPLETE IN PLACE	LF	112	\$34.50	\$3,864.00	\$22.00	\$2,464.00	\$30.00	\$3,360.00
35	REMOVE ASPHALT PAVING- COMPLETE IN PLACE	SY	25	\$121.90	\$3,047.50	\$30.00	\$750.00	\$60.00	\$1,500.00
TOTAL ALTERNATE NO.2 - WHEELER TO BEVERLY PARK					\$201,262.80		\$110,394.40		\$144,550.00

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☒ Promote an Environmentally Sensitive & Livable Community ☒ Provide a Safe Community ☒ Deliver Quality Services ☒ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☒ Model a Positive City Image ☐ Deliver Efficient Services ☒ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: Low

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

☐ Newspaper Notice (Required by Statute)	☐ Public Hearing (Required by Statute)
☐ Public Forum/Input Session	☐ Press Release
☐ E-News Distribution	☐ Website Notice
☐ Social Media (Twitter, Facebook, etc.)	☐ Special Mailing
☐ Flyers Posted	☐ Banners Posted
☐ Survey	☐ Automated Phone Call
☒ None Required	☐

Other:

RESOLUTION NO. 2018 - 062

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT(S) WITH TEXARKANA CONCRETE NOT TO EXCEED \$87,500 TO COMPLETE SIDEWALK IMPROVEMENTS ALONG NEW BOSTON ROAD FROM SUMMERHILL ROAD WEST TO BEVERLY PARK; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, issued invitations for bid for sidewalk improvements along New Boston Road as approved in the 2017 CDBG Annual Action Plan; and

WHEREAS, in response, three (3) bids were received and are summarized in the Bid Tab Sheet on the attached **Exhibit "A"**; and

WHEREAS, the overall lowest and responsible bid was submitted by Texarkana Concrete of Texarkana, Texas; and

WHEREAS, funds are available and previously approved for this project in the 2017 CDBG Annual Action Plan.

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

SECTION 1: That the responsible bid to complete the New Boston Road sidewalk improvements is Texarkana Concrete of Texarkana, Texas, and therefore its bid is accepted.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **29th day of May, 2018**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 5/24/2018 4:24 PM

Lead Department: Planning and Community Development **Action Officer:** Daphnea Ryan,
Resolution No. 2018-061 authorizing the City Manager to enter into a contract
with Total Highway Maintenance for completion of downtown parking and
two-way street conversion and authorizing sole source expenditures for
Subject: completion of the project scope .

Briefing: 5/29/2018 **Public Hearing:** **Council Vote:** 5/29/2018

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This project is for parking and two-way streets conversion of, W. 3rd and W. 4th Streets. This project is part of our Downtown Master Plan recommendations in our updated Comprehensive Plan adopted by Council March 26, 2018 and will be utilizing Capital Improvement Plan Bond Funds. The project will include the following pedestrian and bicycle infrastructure improvements:

- 178 additional angled, on-street, and municipal parking spaces
- 27 decorative sidewalk lights
- 266.66 S.Y brick patterned Paveway Crosswalk Systems
- Removal of signals and installation of stop signs at downtown intersections
- 3533 linear feet of additional crosswalks at intersections
- 62 bike sharrow lane markings

A mandatory pre-bid conference was held Tuesday, May 08, 2018 at 2:00 p.m. at Texarkana, Texas City Hall, and bids were due by 2:00 p.m., Tuesday, May 15, 2018. Three bids were received, and the lowest reputable bid was submitted by Total Highway Maintenance out of Cedar Hill, Texas in the amount of \$249,674.71. Additionally, items for improvements will be purchased by the City of Texarkana, Texas for approximately 266.66 S.Y. of Paveway Systems crosswalk materials in the amount of \$34,584.00; and 27 light pole replacements through Dealers Electrical Supply for Holophane Granville Premier in the amount of \$72,254.97. The total project cost is not to exceed \$407,000.00.

Potential Options:

- None

City of Texarkana, Texas

Fiscal Implications:

Capital Improvement Plan Bond Funds in an amount not to exceed \$407,000.00

Staff Recommendation:

Staff Recommends Approval

Advisory Board/Committee Review:

None

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. 2018-061 ATTH 01 Design Plans (PDF)
- b. 2018-061 EXH 'A' Bid Tab (PDF)
- c. 2018-061 ATTH 02 BID-Total Hwy Maint (PDF)
- d. 2018-061 Goals & Perspectives (PDF)
- e. 2018-061 RES Two Way Street Conversion (DOC)
- f. 2018-061 ATTH 03 Total Project Cost (XLSX)
- g. 2018-061 ATTH 04 IFB 18-2001-06 Bid Pkt (PDF)
- h. 2018-061 ATTH 05 Dealers Elec quote (PDF)
- i. 2018-061 ATTH 06 Paveway Systems_Texarkana Sole Provider (PDF)
- j. 2018-061 ATTH 08 Downtown Plan (PDF)
- k. 2018-061 ATTH 07 Paveway Sys Quote (PDF)

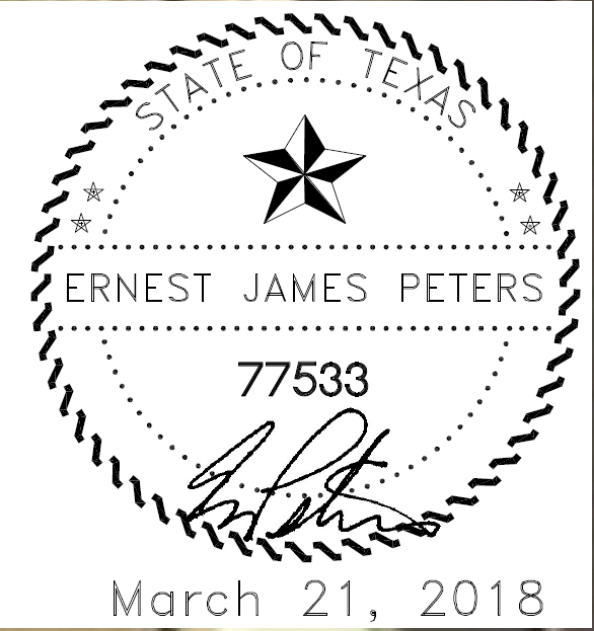
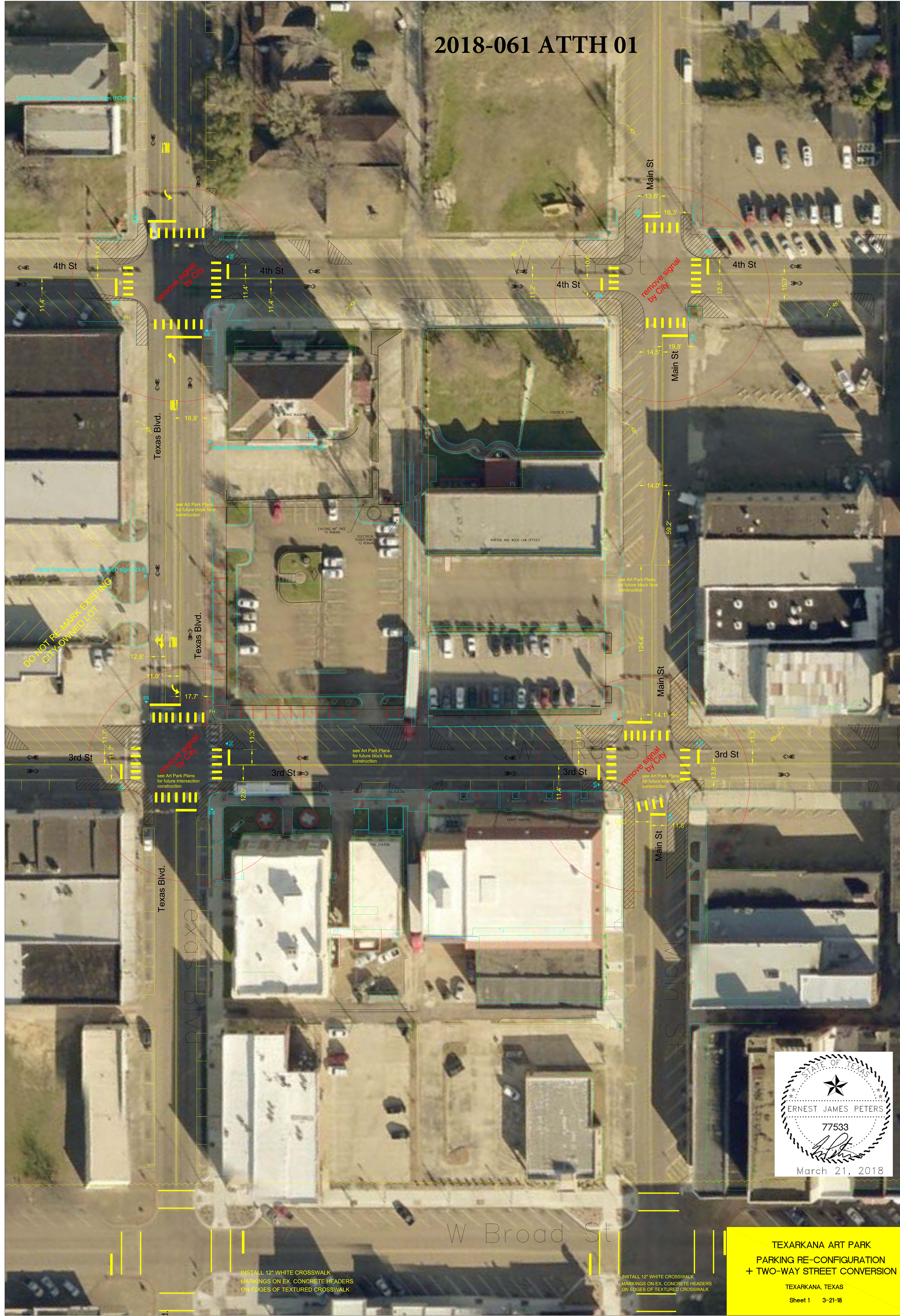
Staff Coordination

Planning and Community Development	David Orr	Department Head Review
Completed	05/23/2018 3:24 PM	
Purchasing and Contracting	Sharon Moore	Purchasing Review
Completed	05/23/2018 3:57 PM	
Finance Department Kristin Peeples	Finance Review	Completed 05/23/2018
4:29 PM		
Deputy City Manager - Kyle Dooley	Kyle Dooley	Deputy City Manager
Review Completed	05/23/2018 5:18 PM	
Public Information Officer	Lisa Thompson	PIO Review Completed
05/23/2018 5:25 PM		
City Manager Shirley Jaster	City Manager Review	Completed 05/24/2018
3:35 PM		
City Council Vicky Coopwood	Meeting	Pending 05/29/2018
6:00 PM		

City of Texarkana, Texas

Meeting History

2018-061 ATTH 01

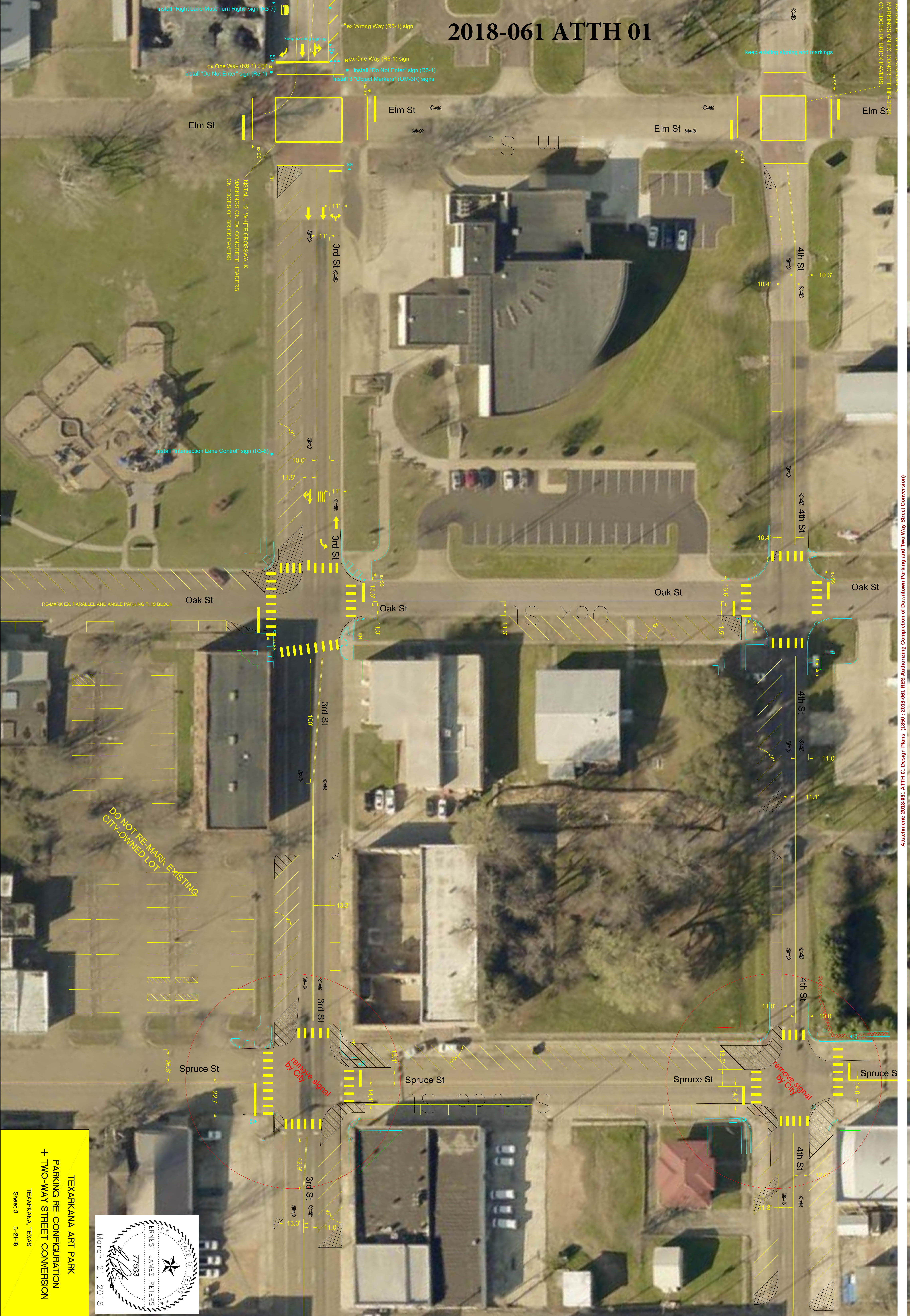


TEXARKANA ART PARK
PARKING RE-CONFIGURATION
+ TWO-WAY STREET CONVERSION
TEXARKANA, TEXAS
Sheet 1 3-21-18

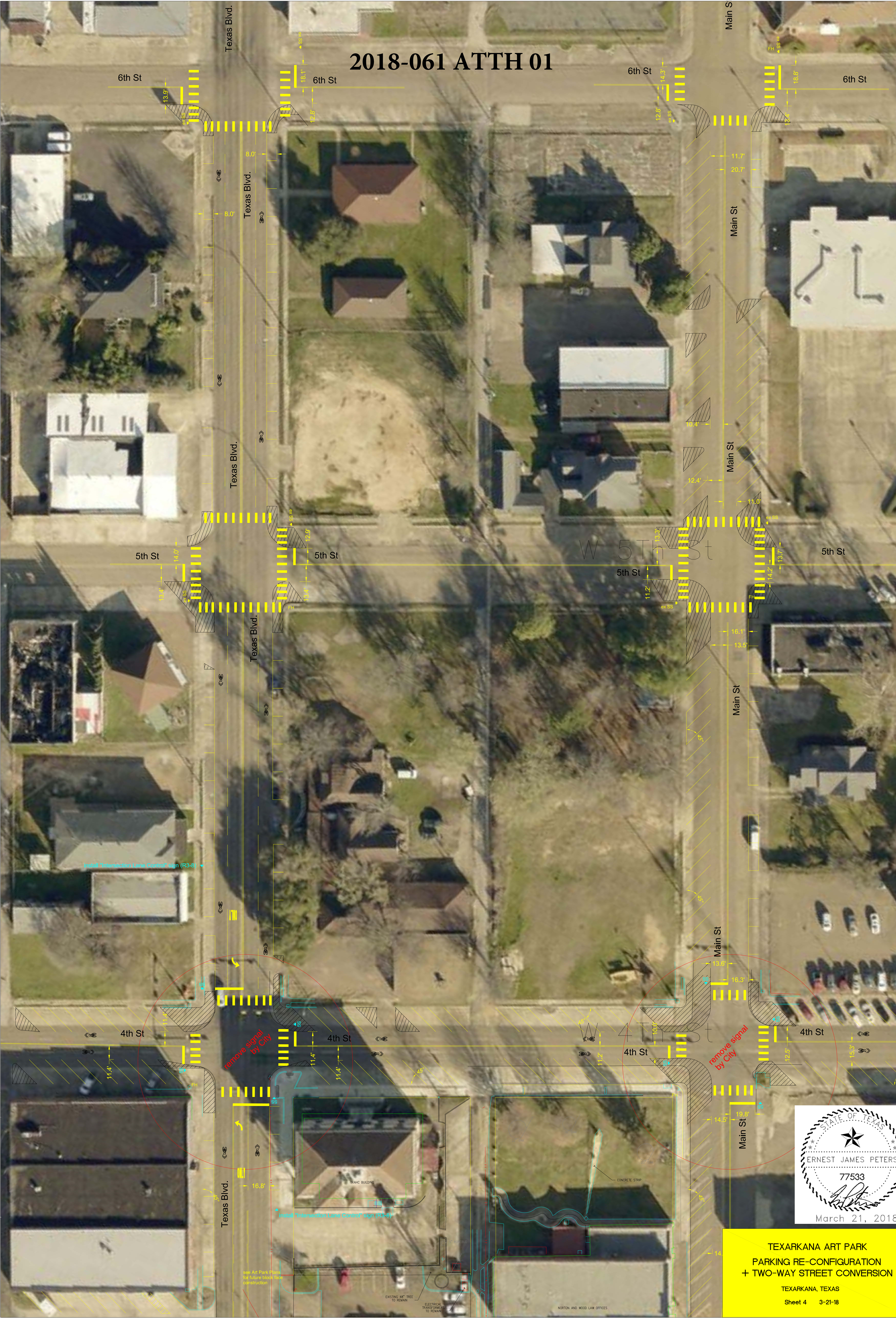
2018-061 ATTH 01



TEXARKANA ART PARK
PARKING RE-CONFIGURATION
+ TWO-WAY STREET CONVERSION
TEXARKANA, TEXAS
Sheet 2 3-21-18



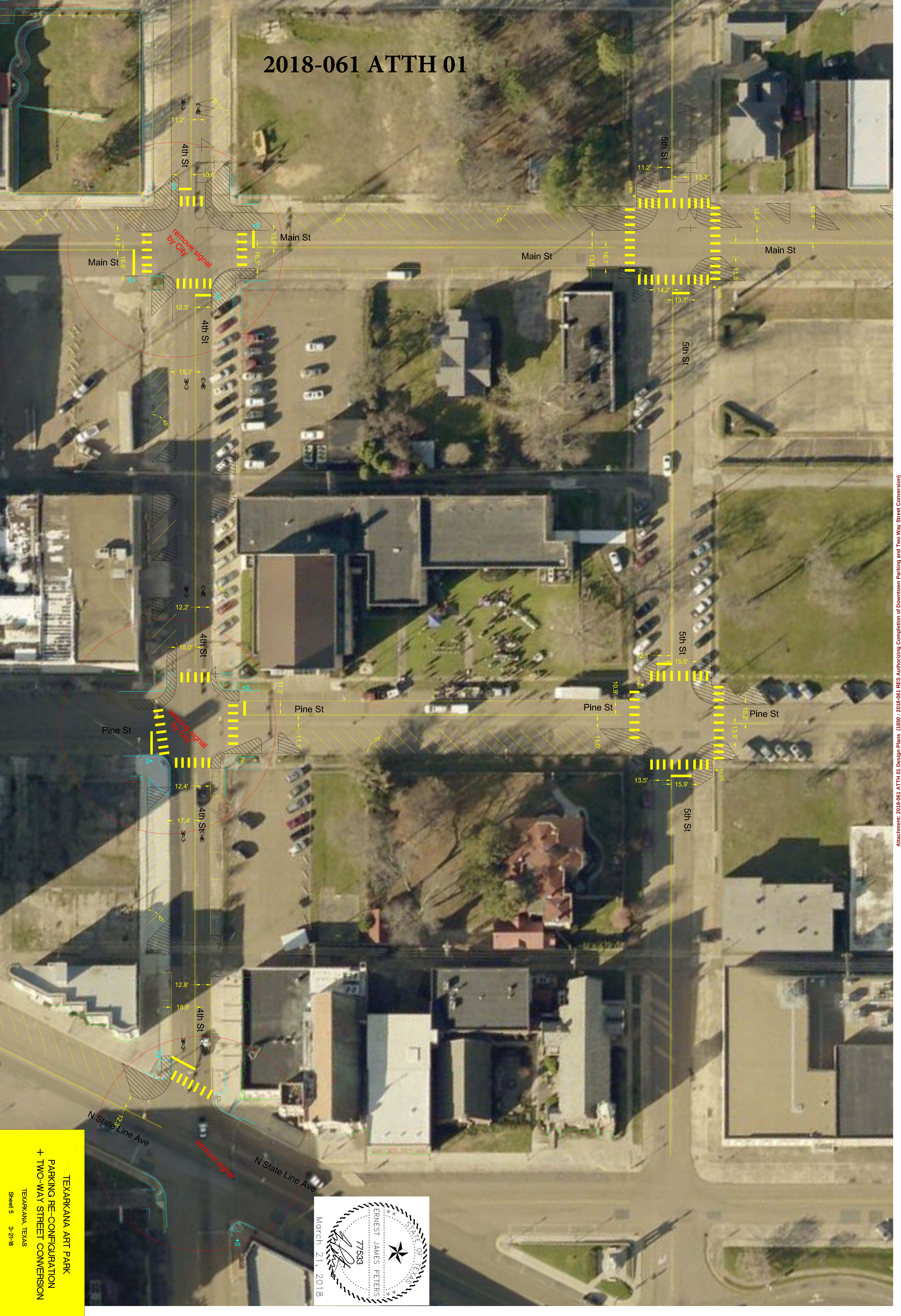
2018-061 ATTH 01



STATE OF TEXAS
ERNEST JAMES PETERS
77533
March 21, 2018

TEXARKANA ART PARK
PARKING RE-CONFIGURATION
+ TWO-WAY STREET CONVERSION
TEXARKANA, TEXAS
Sheet 4 3-21-18

2018-061 ATTH 01



2018-061 ATTH 01

Special Note:
Shared lane use markings, or "sharrows" are to be placed at 250 feet intervals on 4th Street from viaduct bridge to South Lake Road for both eastbound and westbound lanes. These "sharrows" total 52 for this segment.



March 21, 2018

TEXARKANA ART PARK
PARKING RE-CONFIGURATION
+ TWO-WAY STREET CONVERSION
TEXARKANA, TEXAS
Sheet 6 3-21-18



Special Note:
Shared lane use markings of 250 feet intervals on 4th Street from viaduct bridge to South Lake Road for both eastbound and westbound lanes. These "sharrows" total 52 for this segment.

Additive Alternate Note:
See bid schedule for additive alternate items for Broadway Street in this area to remark existing parking spaces and lane markings. Quantities for crosswalk markings as shown on Broad Street are not TCAETC STRIPE (12" WIDE) (Crosswalk Markings).

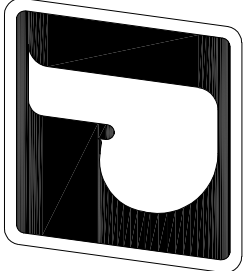
Texarkana Art Park Parking Plan

21-Mar-18
3rd Street & 4th Street Two-Way Conversion
Angled and Parallel On-Street Parking
and City-Owned Parking Lots

for areas shown	Total
Existing On-Street Spaces:	361
Existing City-Owned Lots:	127
Total Existing:	488
Proposed On-Street Spaces:	539
Proposed City-Owned Lots:	127
Total Proposed:	666
Gain:	178

Final configuration of parking and number of spaces is subject to field verification and resolution of potential conflicts with utilities, driveways, alleys and street intersections as markings are installed.

TEXARKANA ART PARK
PARKING RE-CONFIGURATION
+ TWO-WAY STREET CONVERSION
TEXARKANA, TEXAS



PETERS & ASSOCIATES
ENGINEERS, INC.

CIVIL & TRAFFIC ENGINEERING

5507 Ranch Drive — Suite 209 (501) 868-3899
Little Rock, Arkansas 72223

PETERS & ASSOCIATES ENGINEERS, INC.
CERTIFICATE OF AUTHORIZATION #—002,737

NO.	DATE	DRN:	APP'D:	DESCRIPTION



DRAWN BY EJP	APPROVED EJP
SCALE NTS	DATE MAR 2018
JOB NO. P1873	SHEET NO. T-A

BID TAB PARKING AND TWO WAY CONVERSION IFB# 18-2001-06

ITEM	DESCRIPTION	QTY	U/M	Total Highway Mint Cedar Hill, TX		Four Thirteen Texarkana, TX	
				EACH	TOTAL	EACH	TOTAL
1	Traffic Stripe (4"wide) Yellow	18,990	L. F	0.37	7,026.30	0.43	8,165.70
2	Traffic Stripe (4"wide) Broken Yellow (Lane Lines)	223	L. F	1.00	223.00	0.50	111.50
3	Traffic Stripe (4"wide) White for parking spaces	14,309	L. F	0.25	3,577.25	0.45	6,439.05
4	Traffic Stripe (4"wide) White for Hatched Islands	24,218	L. F	0.37	8,960.66	0.43	10,413.74
5	Traffic Stripe (8"wide) Yellow lane Transition Hatch	173	L. F	1.00	173.00	1.00	173.00
6	Traffic Stripe (4"wide) White Lane Lines	1,049	L. F	0.37	388.13	0.45	472.05
7	Traffic Stripe (4"wide) Broken White Lane Lines	494	L. F	1.00	494.00	0.45	222.30
8	Traffic Strip (24"wide) White Stop Lines	768	L. F	6.00	4,608.00	8.00	6,144.00
9	Traffic Strip (24"wide) White Crosswalk Markings	3533	L. F	6.00	21,198.00	7.75	27,380.75
10	Traffic Strip (24"wide) White Crosswalk Markings - Broad Street	280	L. F	6.00	1,680.00	8.00	2,240.00
11	Lane Marking (Sharrow) White	62	EA	415.00	25,730.00	98.00	6,076.00
12	Lane Marking (Only + Arrows) White	6	EA	325.00	1,950.00	200.00	1,200.00
13	Lane Marking (Arrows) White	9	EA	125.00	1,125.00	100.00	900.00
14	Install Intersection Lane Control (R3-8 series) AND	4	EA	575.21	2,300.84	1,900.00	7,600.00
15	Install "Right Lane Must Turn Right" sign (R3-7R) and Post	1	EA	575.21	575.21	2,900.00	2,900.00
16	Install "STOP" Sign (R1-1) and Post	31	EA	575.21	17,831.51	2,100.00	65,100.00
17	Install "ALL-WAY" Sign (R1-1) on Stop Sign Post	27	EA	152.63	4,121.01	500.00	13,500.00
18	Install "Do Not Enter" sign (R5-1) on Stop Sign Post	2	EA	245.36	490.72	2,600.00	5,200.00
19	Install "Stop Ahead" Sign (W3-1) and Post	6	EA	575.21	3,451.26	1,400.00	8,400.00
20	Install "Stop Ahead" Sign (W3-1) and Post	1	EA	575.21	575.21	3,300.00	3,300.00
21	Install Object Marker (OM-3R) and Post	3	EA	225.00	675.00	2,000.00	6,000.00
22	Install Yellow Surface Mounted Delineator & Post	8	EA	89.00	712.00	1,400.00	11,200.00
23	Existing Sign and Post Removal	1	LOT	4,400.00	4,400.00	6,800.00	6,800.00
24	Pavement Marking Removal	1	LOT	14,000.00	14,000.00	18,000.00	18,000.00
TOTAL BASE BID, ITEMS (1-24)		SUBTOTAL			\$ 126,266.10		\$ 217,938.09

ADDITIVE ALTERNATES				Total Highway Mint Cedar Hill, TX		Four Thirteen Texarkana, TX	
ITEM	DESCRIPTION	QTY	U/M	EACH	TOTAL	EACH	TOTAL
AA-1	Lane Marking (Sharrow) White on 4 th St.; Elm St. to South Lake Drive	52	EA	415.00	21,580.00	97.00	5,044.00
AA-2	Decorative Sign Post and "STOP" sign 1. 1.75" Square Punched Black Powder Coated Pole(12') with 2" square stub. 2. Stop Signs shall be 36" for all multi-lane approaches and 30" for others, both with a black laminate backer.	51	EA	575.21	29,335.71	1,050.00	53,550.00
AA-3	Paveway Stone – Thermo-Set Patterned Pavement ; 3 rd & Texas; 4 th & Texas; 3 rd & Main; 4 th & Main	3200	S.F	17.00	54,400.00	20.00	64,000.00
AA-4	Traffic Stripe (24" Wide) White (Stop Lines) Broad Street	3456	L.F	0.25	864.00	0.42	1,451.52
AA-5	Traffic Stripe (24" Wide) White (Stop Lines) Broad Street	125	L.F	6.00	750.00	8.00	1,000.00
AA-6	Traffic Stripe (4" Wide) Yellow Broad Street	2287	L.F	1.00	2,287.00	0.42	960.54
AA-7	Traffic Stripe (4" Wide) White Hatched Islands Broad Street	870	L.F	0.37	321.90	0.42	365.40
AA-8	Granville Premier LED (GPD2 P40 50K)	16	EA	7,950.00	127,200.00	3,750.00	60,000.00
AA-9	Install Granville Premier LED	16	EA	2,850.00	45,600.00	1,710.00	27,360.00
AA-10	LED Box Light Replacement 3 rd and Oak Parking Lot	6	EA	0.00	0.00	0.00	0.00
AA-11	Traffic Strip (12' wide) White Crosswalk markings 3 rd & Texas, 4 th & Texas & 4 th & Main	1600	L.F	4.00	6,400.00	4.70	7,520.00
AA-12	Remove Traffic Stripe (6' Wide) White Crosswalk Markings, 3 rd & Texas, 3 rd & Main	1	LOT	6,500.00	6,500.00	900.00	900.00
TOTAL ADDITIVE ALTERNATE BID (AA1-12)		SUBTOTAL			\$ 295,238.61		\$ 222,151.46

	TOTAL BASE + ADDITIVE ALTERNATES	GRAND TOTAL		\$ 421,504.71		\$ 440,089.55
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SUBMIT BID TO: CITY OF TEXARKANA, TEXAS PURCHASING AND CONTRACTS DEPARTMENT MAILING ADDRESS: P O BOX 1967 TEXARKANA, TEXAS 75504 EXPRESS MAIL ADDRESS: 220 TEXAS BLVD TEXARKANA, TEXAS 75501		 CITY OF TEXARKANA INVITATION FOR BID	
CONTACT PERSON: Sharon Moore TEL: 903-798-3976 FAX: 903-798-3922 Sharon.moore@txkusa.org			
TITLE: Texarkana Parking and Two-Way Conversion		NUMBER: 18-2001-06	Bid Opening Date: May 15, 2018 @2:00 PM CST
PRE-BID DATE, TIME AND LOCATION: May 8, 2018 @ 2:00 P.M. at the 2 nd Floor Conference Room, 220 Texas Blvd, Texarkana, TX 75501			<u>BID F.O.B. DESTINATION</u>
Enter Company Name: Total Highway Maintenance, LLC.			
Enter Name of Respondent: Keith Rainwater			
Enter Mailing Address: 930 KCK Way Cedar Hill, TX 75104			
Enter the following information: Telephone Number: (409) 523 - 0180 Email Address: keith@thmtx.com			

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED BIDDER HAVING EXAMINED THE INVITATION TO BID AND SPECIFICATIONS, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE FOLLOWING BID FOR FURNISHING THE MATERIAL, EQUIPMENT, LABOR AND EVERYTHING NECESSARY FOR PROVIDING THE ITEMS LISTED ON THE ATTACHED BID FORM AND AGREES TO DELIVER SAID ITEMS AT THE LOCATIONS AND FOR THE PRICES SET FORTH ON THE BID FORM. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE AND SIGN THIS PORTION MAY RESULT IN BID REJECTION.

Authorized Signature

Keith Rainwater
Print/Type Name

Title

Managing Partner

Date

05/14/2018

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

FAX RESPONSES SHALL NOT BE ACCEPTED

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity**

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

N/A

☐ Yes☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

N/A

☐ Yes☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

N/A

☐ Yes☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

N/A

4


Signature of person doing business with the governmental entity

05/14/2018

Date

BID BOND

Conforms with The American Institute of
Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, Total Highway Maintenance, LLC

930 KCK Way, Cedar Hill, Texas 75104

_____ as Principal, hereinafter called the Principal,
and the The Hanover Insurance Company

of 440 Lincoln Street, Worcester, MA 01653-0002, a corporation duly organized under
the laws of the State of New Hampshire, as Surety, hereinafter called the Surety, are held and firmly bound unto

City of Texarkana as Obligee, hereinafter called the Obligee,

in the sum of ***** FIVE PERCENT OF TOTAL AMOUNT BID *****

Dollars (5% TAB), for the payment of which sum well and truly to be made, the said Principal and the said
Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for _____

Texarkana Parking and Two-Way Conversion

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 15th day of May, 2018

Ashley Voelkel
Witness

Total Highway Maintenance, LLC (Seal)
{ [Signature] Principal
Keith Rainwater, Managing Partner Title

hisa Oaty
Witness

The Hanover Insurance Company
{ By Betty J. Reek
Betty J. Reek Attorney-in-Fact

Attachment: 2018-061 ATTH 02 BID-Total Hwy Maint (1850 : 2018-061 RES Authorizing Completion of Downtown Parking and Two Way Street

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

**Bryan K. Moore, Gary W. Wheatley, Betty J Reeh, Clark D. Fresher,
Michael D. Hendrickson and/or Patricia A. Lyttle**

Of Insurance & Bonds Agency of TX PLLC, San Antonio, TX and Irving, TX, each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any surety bond, recognizance or obligation in the United States, not to exceed \$Thirty-five Million Dollars (\$35,000,000.00) in any single instance.

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **11th** day of **January**, 2016.



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

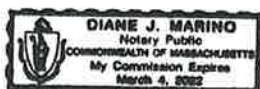
Robert Thomas
Robert Thomas, Vice President

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

J. Michael Pote
J. Michael Pote, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this **11th** day of **January** 2016 before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Diane J. Marino
Diane J. Marino, Notary Public
My Commission Expires March 4, 2022

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 15th day of May 2010.

CERTIFIED COPY

Theodore G. Martinez
Theodore G. Martinez, Vice President

Texas Complaint Notice

Commercial Lines

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call The Hanover Insurance Company/
Citizens Insurance Company of America's toll-free
telephone number for information or to make a
complaint at:

1-800-343-6044

You may also write to The Hanover Insurance Company/
Citizens Insurance Company of America at:

440 Lincoln Street
Worcester, MA 01653

You may contact the Texas Department of Insurance
to obtain information on companies, coverages,
rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium
or about a claim you should contact the agent or the
company first. If the dispute is not resolved, you may
contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This
notice is for information only and does not become
a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de
The Hanover Insurance Company/Citizens Insurance
Company of America's para informacion o para
someter una queja al:

1-800-343-6044

Usted tambien puede escribir a The Hanover Insurance
Company/Citizens Insurance Company of America al:

440 Lincoln Street
Worcester, MA 01653

Puede comunicarse con el Departamento de Seguros
de Texas para obtener informacion acerca de
compa  as, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un
reclamo, debe comunicarse con el agente o la com-
p  a primero. Si no se resuelve la disputa, puede
entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo
para proposito de informacion y no se convierte en
parte o condicion del documento adjunto.

**City of Texarkana, TX
IFB 18-2001-06
Texarkana Parking and Two-Way Conversion
Contractor Checklist**

Before submitting your bid, please ensure you have completed and included the following documents in the order they are listed. The contractor is only to submit (1) one original unbound copy of every item listed.

1. ☒ Carefully read and understand the plans and specifications and properly complete the BID SUBMITTAL FORM. Bid submittal form **MUST** be completed in blue or black ink or by typewriter. Signatures must be original, in blue or black ink, and by hand. **The bidder binds himself on acceptance of his bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated below.** In case of a discrepancy between the Unit Price and the Extended Total for a Bid item, the Unit Price will be taken. Include corporate seal and Secretary's signature. Identify addenda received (if any). Include firm's FEDERAL TAX ID number or Owner's SOCIAL SECURITY number.
2. ☒ Include BID BOND or CASHIER'S OR CERTIFIED CHECK as your bid surety. Failure to provide a bid surety **WILL** result in automatic rejection of your bid.
3. ☒ Complete and sign the CITY OF TEXARKANA INSURANCE REQUIREMENT AFFIDAVIT. Contractor's signature must be original.
4. ☒ Clearly mark the bid number, title, due date and time and your company name and address on the outside of the envelope or container.
5. ☒ Ensure your bid is **RECEIVED** by the City of Texarkana Purchasing and Contract Management Office prior to the deadline. Late bids will not be accepted.
6. ☒ Complete and sign the SAFETY RECORD QUESTIONNAIRE. All "YES" responses must be explained in detail and submitted with Bid.
7. ☒ Complete and sign the SUSPENSION AND DEBARMENT CERTIFICATION. *Include firm's FEDERAL TAX ID number or Owner's SOCIAL SECURITY number.*
8. ☒ Complete and submit the CONFLICT OF INTEREST QUESTIONNAIRE.
9. ☒ Chapter 2270 Prohibition on Contracts with Companies Boycotting Israel
10. ☒ Complete and submit the LIST OF SUB-CONTRACTORS.

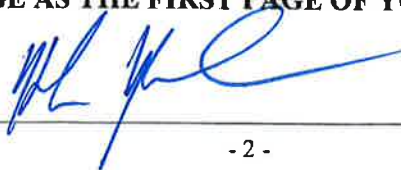
DOCUMENTS REQUIRED WITHIN SEVEN BUSINESS DAYS AFTER CLOSING:

11. ☐ Complete and submit the **FINAL** LIST OF SUB-CONTRACTORS.

DOCUMENTS REQUIRED BEFORE CONTRACT IS FINALIZED:

12. ☐ Please acknowledge and submit the **ONLINE DISCLOSURE OF INTERESTED PARTIES FORM 1295** within the specified time according to Texas Government Code 2252.908 using the Texas Ethics Commission website.

FAILURE TO PROVIDE ANY OF THE ABOVE MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE AND, THEREFORE, NOT FURTHER EVALUATED. PLEASE INCLUDE THIS COMPLETED PAGE AS THE FIRST PAGE OF YOUR BID SUBMITTAL.



(Type or Print Company Name)

NOTICE TO BIDDERS**IFB 18-2001-06**

Sealed bids addressed to Sharon Moore, Manager of Purchasing, Contracts, and Risk Management, City of Texarkana, Texas, will be received in the office of the Purchasing, City Hall, 220 Texas Blvd, 2nd Floor, Texarkana, Texas, 75501, until **2:00 p.m. on May 15, 2018**, or as changed by the issuance of formal addenda to all planholders, to furnish all labor and materials and perform all work for the construction of the following described project:

Texarkana Parking and Two-Way Conversion

After the expiration of the time and date above first written, said sealed bids will be opened in the Purchasing Office and publicly read aloud. It is the sole responsibility of the bidder to ensure that his bid is actually in the Purchasing Office for the City of Texarkana, before the expiration of the date above first written.

Bids are due at **2:00 p.m. on May 15, 2018**, and **in the event that said contract price exceeds \$50,000** the City of Texarkana City Council will consider the bids at City Hall, 220 Texas Blvd., Texarkana, Texas, or as soon thereafter as may be reasonably convenient, subject to the right to reject any or all bids and waive any formalities. The successful bidder will be required to furnish a performance bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price **in the event that said contract price exceeds \$100,000** and the successful bidder will be required to furnish a payment bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price **in the event that said contract price exceeds \$50,000**. Said statutory bonds should be issued by a company carrying a current **Best Rating of "A" or better. THE BONDS MUST BE IN A FORM ACCEPTABLE TO THE CITY ATTORNEY AND MUST BE DATED THE SAME DATE THAT THE CONTRACT WAS AWARDED.** The estimated budget for this project is \$130,000.

Bidders are required, whether or not a payment or performance bond is required, to submit a cashier's or certified check issued by a bank satisfactory to the City of Texarkana, or a bid bond from a reliable surety company, payable without recourse to the order of the City of Texarkana in an amount not less than 5% of the total amount of the bid submitted as a guarantee that bidder will enter into a contract and execute all necessary bonds (if required) within ten (10) business days after notice of award of the contract to him. **FAILURE OF THE BIDDER TO INCLUDE BID SECURITY WITH THE BID SUBMITTAL SHALL CONSTITUTE A NONRESPONSIVE BID AND RESULT IN DISQUALIFICATION OF THE BID SUBMITTAL.**

It shall be each bidder's sole responsibility to inspect the site of the work and to inform himself regarding all local conditions under which the work is to be done. It shall be understood and agreed that all such factors have been thoroughly investigated and considered in the preparation of the bid submitted. There will be a mandatory pre-bid conference on **May 8, at 2:00 p.m., at 220 Texas Blvd, Conference Room 2nd Floor, Texarkana, TX.**

Bidders may download copies of the plans and specifications on the City's website, under the purchasing department, bid opportunities. <http://www.ci.texarkana.tx.us/>

Each bidder's attention is directed to Texas Government Code, Chapter 2258, Prevailing Wage Rates, and the requirements contained therein concerning the wage scale and payment by the contractor of the prevailing rates of wages as heretofore established by owner in said wage scale.

The City of Texarkana hereby notifies bidders that in regard to any contract entered into pursuant to this advertisement, minority and women business enterprises shall be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration for an award.

The City of Texarkana does not discriminate against persons with disabilities. City of Texarkana pre-bid meetings and bid openings are available to all persons regardless of disability. If you require special assistance, please contact the Purchasing Office at (903) 798-3976 or write to Post Office Box 1967, Texarkana, Texas 75504 at least 48 hours in advance of the meeting.

CITY OF TEXARKANA

Sharon Moore

PURCHASING, CONTRACTS
AND RISK MANAGEMENT MANAGER

GENERAL INSTRUCTIONS TO BIDDERS

1 BID DELIVERY, TIME & DATE

- 1.1 The City of Texarkana is seeking written and sealed competitive bids to furnish **Texarkana Parking and Two-Way Conversion** per the attached specifications and contract documents. Sealed bids will be received no later than **2:00 p.m., on May 15, 2018**, at the office listed below. Any bid received after the date and hour specified will be rejected and returned unopened to the bidder. Each bid and supporting documentation must be in a sealed envelope or container plainly labeled in the lower left-hand corner: **"IFB 18-2001-06, Texarkana Parking and Two-Way Conversion "** and the bid opening date and time. Bidders must also include their company name and address on the outside of the envelope or container. Bids must be addressed to:

Sharon Moore, Purchasing, Contract and Risk Management Manager
City of Texarkana
220 Texas Blvd.
Texarkana, Texas 75501

- 1.2 Bidders are responsible for making sure certain bids are delivered to the Purchasing Office. Mailing of a bid does not ensure that the bid will be delivered on time or delivered at all. If bidder does not hand deliver bid, we suggest that he/she use some sort of delivery service that provides a receipt.
- 1.3 Bids will be accepted in person, by United States Mail, by United Parcel Service, or by private courier service. No bids will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or telefacsimile transmission. **THE CITY WILL NOT ACCEPT FAX BIDS.**
- 1.4 The City of Texarkana reserves the right to postpone the date and time for opening bids through an addendum.

2 PRE-BID MEETING

- 2.1 For the purpose of familiarizing bidders with the requirements, answering questions, and issuing addenda as needed for the clarification of the Invitation for Bid (IFB) documents, **a mandatory pre-bid meeting will be held May 8, 2018, at 10:00 a.m., at 220 Texas Blvd, 2nd Floor Conference Room, Texarkana, TX.** All persons attending the meeting will be asked to identify themselves and the prospective bidder they represent.
- 2.2 It is the bidder's responsibility to attend the pre-bid meeting to be able to receive any addenda. Addenda is generally published on the City Website. The City will not be responsible for providing information discussed at the pre-bid meeting to bidders who do not attend the pre-bid meeting.

3 ADDENDA & MODIFICATIONS

- 3.1 Any changes, additions, or clarifications to the IFB are made by **ADDENDA** information available over the Internet at ci.texarkana.tx.us/. **We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the response deadline. BUSINESSES WITHOUT INTERNET ACCESS** may use computers available at most public libraries.
- 3.2 Any bidder in doubt as to the true meaning of any part of the specifications or other documents may request an interpretation thereof from the Purchasing Office. At the request of the bidder, or in the event the Purchasing Office deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing Office. Such addenda will be available over the Internet at ci.texarkana.tx.us/ under the Purchasing Department and will become part of the bid package having the same binding effect as provisions of the original IFB. **NO VERBAL EXPLANATIONS OR INTERPRETATIONS WILL BE BINDING.** In order to have a request for interpretation considered, the request must be submitted in writing and must be received by the City of Texarkana Purchasing Office no later than five (5) calendar days before the bid closing date.

- 3.3 All addenda, amendments, and interpretations of this solicitation shall be in writing. The City of Texarkana shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the City of Texarkana Purchasing Office in writing or in this IFB should be used in preparing bid responses. All contacts that a bidder may have had before or after receipt of this IFB with any individuals, employees, or representatives of the City and any information that may have been read in any news media or seen or heard in any communication facility regarding this bid should be disregarded in preparing responses.

- 3.4 The City does not assume responsibility for the receipt of any addendum sent to bidders.

4 EXAMINATION OF DOCUMENTS AND REQUIREMENTS

- 4.1 Each bidder shall carefully examine all IFB documents and thoroughly familiarize itself with all requirements before submitting a bid to ensure that their bid meets the intent of these specifications.
- 4.2 Before submitting a bid, each bidder shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this Invitation for Bid. Failure to make such investigations and examinations shall not relieve the bidder from obligation to comply, in every detail, with all provisions and requirements of the Invitation for Bid.
- 4.3 **Notices of any discrepancies or omissions in these plans, specifications, or contract documents, shall be given to the Purchasing Office and a clarification obtained before the bids are received, and if no such notice is received by the Purchasing Office prior to the opening of bids, then it shall be deemed that the bidder fully understands the work to be included and has provided sufficient sums in its bid to complete the work in accordance with these plans and specifications. If bidder does not notify Purchasing Office before bidding of any discrepancies or omissions, then it shall be deemed for all purposes that the plans and specifications are sufficient and adequate for completion of the project. It is further agreed that any request for clarification must be submitted no later than five (5) calendar days prior to the bid closing date.**

5 BID PREPARATION COSTS

- 5.1 Issuance of this IFB does not commit the City of Texarkana, in any way, to pay any costs incurred in the preparation and submission of a bid.
- 5.2 The issuance of this IFB does not obligate the City of Texarkana to enter into contract for any services or equipment.
- 5.3 All costs related to the preparation and submission of a bid shall be paid by the bidder.

6 TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

- 6.1 If you consider any portion of your bid to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.
- 6.2 The City of Texarkana will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your bid is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your bid that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester.
- 6.3 Marking your entire bid CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.

7 LICENSES, PERMITS, TAXES

The price or prices for the work shall include full compensation for all taxes, permits, etc. that the bidder is or may be required to pay.

8 UTILIZATION OF LOCAL BUSINESS RESOURCES

Prospective bidders are strongly encouraged to explore and implement methods for the utilization of local resources, and to outline in their bid submittal how they would utilize local resources.

9 CONFLICT OF INTEREST

9.1 The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Texarkana.

9.2 By signing and executing this bid, the bidder certifies and represents to the City the bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this bid.

10 CONTRACT DOCUMENTS

10.1 All work covered by the contract shall be done in accordance with contract documents described in the General Conditions.

10.2 All bidders shall be thoroughly familiar with all of the requirements set forth on the contract documents for the construction of this project and shall be responsible for the satisfactory completion of all work contemplated by said contract documents.

11 PLANS FOR USE BY BIDDERS

It is the intent of the City of Texarkana that all parties with an interest in submitting a bid on the project covered by the contract documents be given a reasonable opportunity to examine the documents and prepare a bid without charge or forfeiture of deposit. The contract documents may be examined without charge as noted in the Notice to Bidders.

12 BIDDER INQUIRIES AND CLARIFICATION OF REQUIREMENTS

12.1 It is the intent and purpose of the City of Texarkana that this request permit competitive bids. It shall be the bidder's responsibility to advise the Purchasing Office if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source. Such notification must be submitted in writing and must be received by the City of Texarkana Purchasing Office no later than five (5) calendar days before the bid closing date. A review of such notifications will be made.

12.2 NO BIDDER SHALL REQUEST ANY INFORMATION VERBALLY. ALL REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING THIS INVITATION TO BID (ITB) MUST BE SUBMITTED IN WRITING NO LATER THAN FIVE (5) CALENDAR DAYS PRIOR TO THE BID CLOSING DATE AND ADDRESSED TO:

Sharon Moore, Purchasing, Contracts and Risk Management Manager
City of Texarkana
Purchasing Office
220 Texas Blvd
Texarkana, Texas 75501
Fax: 903-798-3976
Email: moores@txkusa.org

13 TIME AND ORDER FOR COMPLETION

- 13.1 The construction covered by the contract documents shall be substantially completed within **120 Calendar Days** from the date specified in the Notice to Proceed issued by the City of Texarkana to the successful bidder.
- 13.2 The Contractor will be permitted to prosecute the work in the order of his own choosing, provided, however, the City reserves the right to require the Contractor to submit a progress schedule of the work contemplated by the contract documents. In the event the City requires a progress schedule to be submitted, and it is determined by the City that the progress of the work is not in accordance with the progress schedule so submitted, the City may direct the Contractor to take such action as the City deems necessary to ensure completion of the project within the time specified.

14 PAYMENT

All payments due to Contractor shall be made in accordance with the provisions of the General Conditions of the contract documents.

15 AFFIDAVITS OF BILLS PAID

The City of Texarkana reserves the right, prior to final acceptance of this project to require the Contractor to execute an affidavit that all bills for labor, materials and incidentals incurred in the construction of the improvements contemplated by the contract documents have been paid in full and that there are no claims pending, of which the Contractor has been notified.

16 MATERIALS AND WORKMANSHIP

The intent of these contract documents is that only materials and workmanship of the best quality and grade will be furnished. The fact that the specifications may fail to be sufficiently complete in some detail will not relieve the Contractor of full responsibility for providing materials of high quality and for protecting them adequately until incorporated into the project. The presence or absence of a representative of the City on the site will not relieve the Contractor of full responsibility of complying with this provision. The specifications for materials and methods set forth in the contract documents provide minimum standards of quality, which the Owner believes necessary to procure a satisfactory project.

17 GUARANTEES

- 17.1 All equipment and materials incorporated in the project and all construction shall be guaranteed against defective materials and workmanship. Prior to final acceptance, the Contractor shall furnish to the Owner, a written general guarantee which shall provide that the Contractor shall remedy any defects in the work, and pay for any and all damages of any nature whatsoever resulting in such defects, when such defects appear within TWO years from date of final acceptance of the work as a result of defective materials or workmanship, at no cost to the Owner (City of Texarkana).
- 17.2 Notwithstanding any provisions contained in the contractual agreement, the Contractor represents and warrants fault-free performance and fault-free result in the processing date and date-related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. Also, the Contractor warrants calculations will be recognized and accommodated and will not, in any way, result in hardware, software or firmware failure. The City of Texarkana, at its sole option, may require the Contractor, at any time, to demonstrate the procedures it intends to follow in order to comply with all the obligations contained herein.
- 17.3 The obligations contained herein apply to products and services provided by the Contractor, its subcontractor or any third party involved in the creation or development of the products and services to be delivered to the City of Texarkana under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Texarkana availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default.

- 17.4 The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation to the Contractor's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

18 PLANS FOR THE CONTRACTOR

The contractor can access the plans on the City of Texarkana, Texas website under the Purchasing Department - bid opportunities - 18-2001-06 Plans.

19 PROTECTION OF THE WORK

The Contractor shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, and all means of construction, and any and all parts of the work whether the Contractor has been paid, partially paid, or not paid for such work, until the date the City issues its certificate of completion to Contractor. The City reserves the right, after the bids have been opened and before the contract has been awarded, to require of a bidder the following information:

- (a) The experience record of the bidder showing completed jobs of a similar nature to the one covered by the intended contract and all work in progress with bond amounts and percentage completed.
- (b) A sworn statement of the current financial condition of the bidder.
- (c) Equipment schedule.

20 TEXAS STATE SALES TAX

- 20.1 This contract is issued by an organization which qualifies for exemption provisions pursuant to provisions of Article 20.04 of the Texas Limited Sales, Excise and Use Tax Act.
- 20.2 The Contractor must obtain a limited sales, excise and use tax permit which shall enable him to buy the materials to be incorporated into the work without paying the tax at the time of purchase.

21 PROTECTION OF SUBSURFACE LINES AND STRUCTURES

It shall be the Contractor's responsibility to prosecute the work contemplated by the contract documents in such a way as to exercise due care to locate and prevent damage to all underground pipelines, utility lines, conduits or other underground structures which might or could be damaged by Contractor during the construction of the project contemplated by these contract documents. The City of Texarkana agrees that it will furnish Contractor the location of all such underground lines and utilities of which it has knowledge. However, such fact shall not relieve the Contractor of his responsibilities aforementioned. All such underground lines or structures cut or damaged by Contractor during the prosecution of the work contemplated by this contract shall be repaired immediately by Contractor to the satisfaction of the City of Texarkana, Texas, at Contractor's expense.

22 BARRICADES AND SAFETY MEASURES

The contractor shall, at his own expense, furnish and erect such barricades, fences, lights and danger signals, and shall take such other precautionary measures for the protection of persons, property and the work as may be necessary. The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, and lights to protect it, and when damage is incurred, the damaged portion shall be immediately removed and replaced by Contractor at his own cost and expense. The Contractor's responsibility for maintenance of barricades, signs, and lights shall not cease until the date of issuance to Contractor of City's certificate of acceptance of the project.

23 EXPLOSIVES

- 23.1 The use of explosives will not be permitted unless written permission to do so is obtained by the Contractor from the City. In all cases where written permission is obtained for the use of explosives, the Contractor shall assume full responsibility for all damage, which may occur as a direct or indirect result of the blasting. In addition, in all cases where explosives are authorized to be used, the Contractor shall use utmost care so as not to endanger life or property and the Contractor shall further

use only such methods as are currently utilized by persons, firms, or corporations engaged in similar type of construction activity.

- 23.2 Explosive materials shall not be stored or kept at the construction site by the Contractor.
- 23.3 In all cases where explosives are to be used during the construction of the project contemplated by this contract, it shall be the duty of the Contractor to notify each utility company having structures (above or below the ground) in proximity to the site of the work of Contractor's intention to use explosives, and such notice shall be given sufficiently in advance to enable the companies to take such steps as they may deem necessary to protect their property from injury. Such notice, however, shall not relieve the Contractor of responsibility for any damage resulting from his blasting operations.

24 CONTRACTOR'S REPRESENTATIVE

The successful bidder shall be required to have a responsible local representative available at all times while the work is in progress under this contract. The successful bidder shall be required to furnish the name, address and telephone number where such local representative may be reached during the time that the work contemplated by this contract is in progress.

25 INSURANCE

- 25.1 The Contractor shall not commence work under this contract until he has obtained all insurance as required in the General Conditions of the contract documents, from an underwriter authorized to do business in the State of Texas and satisfactory to the City. Proof of coverage shall be furnished to the City and written notice of cancellation or any material change will be provided ten (10) days in advance of cancellation or change. All policies shall contain an agreement on the part of the insurer waiving the right to subrogation. The Contractor shall procure and carry at his sole cost and expense through the life of this contract, insurance protection as hereinafter specified. Coverage in excess of that specified herein also shall be acceptable. Such insurance shall be carried with an insurance company authorized to transact business in the State of Texas and shall cover all operations in connection with this contract, whether performed by the Contractor or a subcontractor, or separate policies shall be provided covering the operation of each subcontractor. A certificate of insurance specifying each and all coverages shall be submitted before contract execution.
- 25.2 **PROOF OF COVERAGE SHALL BE FURNISHED TO THE CITY OF TEXARKANA IN THE FORM OF A CERTIFICATE OF INSURANCE. THE INSURANCE CERTIFICATES FURNISHED SHALL NAME THE CITY OF TEXARKANA AS ADDITIONAL INSURED ON AUTO/GENERAL LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS TO INCLUDE PRODUCTS OF COMPLETE OPERATIONS. PROVIDE A WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF TEXARKANA. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE TO THE OWNER ALL PROOF OF COVERAGE INSURANCE DOCUMENTS INCLUDING WORKERS COMPENSATION COVERAGE FOR EACH SUBCONTRACTOR. COPIES OF THE ENDORSEMENTS ARE REQUIRED.**

26 PROVISIONS CONCERNING ESCALATION CLAUSES

Bids submitted containing any conditions which provide for changes in the stated bid price due to increases or decreases in the cost of materials, labor or other items required for the project will be rejected and returned to the bidder without being considered.

27 PREPARATION FOR BID

- 27.1 The bidder shall submit his bid on forms furnished by the City, and all blank spaces in the form shall be correctly filled in, stating the price in numerals for which he intends to do the work contemplated or furnish the materials required. Such prices shall be written in ink, distinctly and legibly, or typewritten. In case of discrepancy between the unit price and the extended total for a bid item, the unit price will be taken. A bid that has been opened may not be changed for the purpose of correcting an error in the bid price.

- 27.2 If the bid is submitted by an individual, his name must be signed by him or his duly authorized agent. If a bid is submitted by a firm, association, or partnership, the name and address of each member must be given and the bid signed by a member of the firm, association or partnership, or person duly authorized. If the bid is submitted by a company or corporation, the company or corporate name and business address must be given, and the bid signed by an official or duly authorized agent. Powers of attorney authorizing agents or others to sign bids must be properly certified and must be in writing and submitted with the bid. The bid shall be executed in ink.
- 27.3 Each bid shall be enclosed in a sealed envelope, addressed as specified in the Notice to Bidders, and endorsed on the outside of the envelope in the following manner:
- 27.3.1 Bidder's name: _____
- 27.3.2 Bid for **"IFB 18-2001-06, TEXARKANA PARKING AND TWO-WAY CONVERSION"**
- 27.3.3 Bid submittals may be withdrawn and resubmitted at any time before the time set for opening of the bids, but no bid may be withdrawn or altered thereafter.
- 27.4 Pursuant to Texas Local Government Code 252.043(g), a competitive sealed bid that has been opened may not be changed for the purpose of correcting an error in the bid price. **THEREFORE, ANY CORRECTIONS TO THE BID PRICE MUST BE MADE ON THE BID SUBMITTAL FORM PRIOR TO BID OPENING.**

28 BOUND COPY OF CONTRACT DOCUMENTS

Bidder understands and agrees that the contract to be executed by bidder shall be bound and will include the following:

- (a) Notice to Bidders.
- (b) General Instructions to Bidders.
- (c) Bidder's Submittal.
- (d) Statutory Bonds (if required).
- (e) Contract Agreement.
- (f) General Conditions.
- (g) Special Conditions (if any).
- (h) Specifications.
- (i) Insurance Certificates for Contractor and all Sub-Contractors.
- (j) All other documents made available to bidder for his inspection in accordance with the Notice to Bidders.

If Plans and Specifications are too bulky or cumbersome to be physically bound, they are to be considered incorporated by reference into the aforementioned contract documents.

29 QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of the City of Texarkana that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City of Texarkana about the bidder's qualifications. The City of Texarkana may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City of Texarkana all information for this purpose that may be requested. The bidder's bid may be deemed not to meet specifications or the bid may be rejected if the evidence submitted by, or investigation of, the bidder fails to satisfy the City of Texarkana that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

- (a) The ability, capacity, skill, and financial resources to perform the work or provide the service required.

- (b) The ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- (d) The quality of performance of previous contracts or services.
- (e) The safety record of the Contractor and proposed Sub-Contractors

Before contract award, the recommended contractor for this project may be required to show that he has experience with similar projects that require the Contractor to plan his work efforts and equipment needs with City of Texarkana specifications in mind. Demonstration of experience shall include a complete list of ALL similar municipal and similar non-municipal current and completed projects for the past three (3) years for review. This list shall include the names of supervisors and type of equipment used to perform work on these projects. In addition, the Contractor may be required to provide the name(s) of supervisor(s) that will be used to perform work on this project in compliance with City of Texarkana specifications herein.

30 BID AWARD

- 30.1 The City of Texarkana reserves the right to reject any or all bids, reject any particular item on a bid, and to waive immaterial formalities and to accept the offer most advantageous to the City of Texarkana in its sole discretion. Unless otherwise specified herein, the City shall award the bid based on the total bid for Bid Items 1 through 24 plus the sum of any Alternate Bids or Options the City may select.
- 30.2 All bids are evaluated for compliance with specifications before the bid price is considered. Response to specifications is primary in determining the best low bid. Failure to comply with the specifications may result in disqualification of the bid.
- 30.3 In case of tie bids, preference will be given to local bidders. Consistent and continued tie bidding may be cause for rejection of bids by the City of Texarkana and/or investigation by the Attorney General to determine possible Anti-Trust violations.
- 30.4 Before the City may award a bid to a nonresident bidder, the nonresident bidder's bid must be lower than lowest bid submitted by a responsible Texas bidder by the same margin or amount that a Texas bidder would be required to underbid the nonresident bidder in the nonresident bidders' home state.
- 30.5 Any contract made, or purchase order issued, as a result of this Invitation to Bid, shall be entered into the State of Texas and under the laws of the State of Texas. In connection with the performance of work, the Bidder agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, and Local laws, regulations, and executive orders to the extent that the same may be applicable.
- 30.6 **NO INDIVIDUAL OF ANY USING DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT THE CITY TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THIS INVITATION TO BID.**

31 ANTI-LOBBYING PROVISION

- 31.1 DURING THE PERIOD BETWEEN THE BID CLOSE DATE AND THE CONTRACT AWARD, BIDDERS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR BID WITH ANY MEMBER OF THE TEXARKANA CITY COUNCIL OR CITY STAFF EXCEPT IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS, UNLESS REQUESTED BY THE CITY.

- 31.2 This provision is not meant to preclude bidders from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential bidders, assure that contract decisions are made in public, and to protect the integrity of the bid process. Violation of this provision may result in rejection of the bidder's bid.

BID SUBMITTAL FORM

BID SUBMITTAL FORM UNIT PRICE BID CONTRACT

DATE: 05/14/2018

PROJECT NUMBER: **IFB 18-2001-06 Texarkana Traffic and Two-Way Conversion**

Bid of Total Highway Maintenance, LLC. (hereinafter called Bidder)

To the Honorable Mayor and City Council City of Texarkana, Texas (hereinafter called Owner)

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of the Texarkana parking and two way conversion having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below.

The bidder binds himself on acceptance of his bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated below.

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Traffic Stripe (4"wide) Yellow	LF	18,990	\$ 0.37	\$ 7,026.30
2	Traffic Stripe (4"wide) Broken Yellow (Lane Lines)	L.F.	223	\$ 1.00	\$ 223.00
3	Traffic Stripe (4"wide) White for parking spaces	LF	14,309	\$ 0.25	\$ 3,577.25
4	Traffic Stripe (4"wide) White for Hatched Islands	LF	24,218	\$ 0.37	\$ 8,960.66
5	Traffic Stripe (8"wide) Yellow lane Transition hatch	LF	173	\$ 1.00	\$ 173.00
6	Traffic Stripe (4"wide) White Lane Lines	LF	1,049	\$ 0.37	\$ 388.13
7	Traffic Stripe (4"wide) Broken White Lane Lines	LF	494	\$ 1.00	\$ 494.00
8	Traffic Strip (24"wide) White Stop lines	LF	768	\$ 6.00	\$ 4,608.00
9	Traffic Strip (24"wide) White Crosswalk markings	LF	3,533	\$ 6.00	\$ 21,198.00
10	Traffic Strip (24"wide) White Crosswalk markings Broad Street	LF	280	\$ 6.00	\$ 1,680.00
11	Lane Marking (Sharrow) White	EA	62	\$ 415.00	\$ 25,730.00

12	Lane Marking (Only + Arrows) White	EA	6	\$325.00	\$1,950.00
13	Lane Marking (Arrows) White	EA	9	\$125.00	\$1,125.00
14	Install Intersection Lane Control (R3-8 series) AND	EA	4	\$575.21	\$2,300.84
15	Install "Right Lane Must Turn Right" sign (R3-7R) and Post	EA	1	\$575.21	\$575.21
16	Install "STOP" Sign (R1-1) and Post	EA	31	\$575.21	\$17,831.51
17	Install "ALL-WAY" Sign (R1-1) on Stop Sign Post	EA	27	\$152.63	\$4,121.01
18	Install "Do Not Enter" sign (R5-1) on Stop Sign Post	EA	2	\$245.36	\$490.72
19	Install "Stop Ahead" Sign (W3-1) and Post	EA	6	\$575.21	\$3,451.26
20	Install "Lane Ends" Sign (W4-2) and Post	EA	1	\$575.21	\$575.21
21	Install Object Marker (OM-3R) and Post	EA	3	\$225.00	\$675.00
22	Install Yellow Surface Mounted Delineator and Post	EA	8	\$89.00	\$712.00
23	Existing Sign and Post Removal	Lump Sum	1	\$4,400.00	\$4,400.00
24	Pavement Marking Removal	Lump Sum	1	\$14,000.00	\$14,000.00
	TOTAL BASE BID, ITEMS (1-24)			 SUB-TOTAL	\$123,822.00 126,266.10
	ADDITIVE ALTERNATES				
AA-1	Lane Marking (Sharrow) White on 4 th St.; Elm St. to South Lake Drive	EA	52	\$415.00	\$21,580.00
AA-2	Decorative Sign Post and "STOP" sign 1. 1.75 inch Square Punched Black Power Coated Pole (12') with 2 inch square stub. 2. Stop signs shall be 36" for all	EA	51	\$575.21	\$29,335.71

	multi-lane approaches and 30" for others, both with a black laminate backer.				
AA-3	Paveway Stone – Thermo-Set Patterned Pavement ; 3 rd & Texas; 4 th & Texas; 3 rd & Main; 4 th & Main	S.F	3200	\$ 17.00	\$ 54,400.00
AA-4	Traffic Stripe (4" Wide) White (Parking spaces) (Broad Street)	L.F.	3456	\$ 0.25	\$ 864.00
AA-5	Traffic Stripe (24" Wide) White (Stop Lines) Broad Street	L.F.	125	\$ 6.00	\$ 750.00
AA-6	Traffic Stripe (4" Wide) Yellow Broad Street	L.F.	2287	\$ 1.00	\$ 2,287.00
AA-7	Traffic Stripe (4" Wide) White Hatched Islands Broad Street	L.F	870	\$ 0.37	\$ 321.90
AA-8	Granville Premier LED (GPD2 P40 50K)	EA	16	\$ 7,950.00	\$ 127,200.00
AA-9	Install Granville Premier LED	EA	16	\$ 2,850.00	\$ 45,600.00
AA-10	LED Box Light Replacement 3 rd and Oak Parking Lot	EA	6	\$	\$
AA-11	Traffic Strip (12' wide) White Crosswalk markings 3 rd & Texas, 4 th & Texas & 4 th & Main	LF	1600	\$ 4.00	\$ 6,400.00
AA-12	Remove Traffic Stripe (6' Wide) White Crosswalk Markings, 3 rd & Texas, 3 rd & Main	LT	1	\$ 6,500.00	\$ 6,500.00
				SUB-TOTAL	295,238.61
				GRAND TOTAL	\$ 421,504.7

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **120 CALENDAR DAYS** thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **\$200** for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 28 of the General Instructions to Bidders.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 70 calendar days after the scheduled closing time for receiving bids.

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this bid, and he further agrees to commence work on or before the date specified in the written notice to proceed, and to substantially complete the work on which he has bid; as provided in the contract documents.

Bidders are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Texarkana, or a bid bond from a reliable surety company, payable without recourse to the order of the City of Texarkana in an amount not less than five percent (5%) of the total amount of the bid submitted as a guarantee that bidder will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within 10 business days after notice of award of the contract to him

 Bidder's Initials

Enclosed with this bid is a Cashier's Check or Certified Check for _____ Dollars (\$ _____) or a Bid Bond in the sum of _____ Dollars (\$ _____), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within 10 business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.

Bidder understands and agrees that the contract to be executed by Bidder shall be bound and include all contract documents made available to him for his inspection in accordance with the Notice to Bidders.

Pursuant to Texas Local Government Code 252.043(g), a competitive sealed bid that has been opened may not be changed for the purpose of correcting an error in the bid price. **THEREFORE, ANY CORRECTIONS TO THE BID PRICE MUST BE MADE ON THE BID SUBMITTAL FORM PRIOR TO BID OPENING.**

Date: 05/14/2018

Authorized Signature

Keith Rainwater
(Printed or Typed Name)

Total Highway Maintenance, LLC.
Company

930 KCK Way
Address

Cedar Hill, Dallas
City, County

Texas, 75104
State Zip Code

Telephone: 469 - 523 - 0180

Fax: 469 - 523 - 0181

FEDERAL TAX ID or SOCIAL SECURITY No.

75-3095546

EMAIL: Keith@thmtx.com

(Seal if Bidder is a Corporation)

ATTEST:

Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

M/WBE Firm:

☐	Woman	☐	Black American	☐	Native American
☐	Hispanic American	☐	Asian Pacific American	☐	Other (Specify)

FOR CITY USE ONLY

Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____

Date of Award by City Council (for bids over \$50,000): _____ Date P.O./Contract Issued: _____

RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF TEXARKANA SPECIFICATIONS.

LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.

**City of Texarkana, TX
Insurance Requirement Affidavit**

To Be Completed by Bidder
Must be submitted with Bid

I, the undersigned Bidder, certify that the insurance requirements contained in this bid document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the City of Texarkana, I will be able to, within ten (10) business days after being notified of such award by the City of Texarkana, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.


Contractor (Original Signature)

Keith Rainwater
Contractor (Print)

CONTRACTOR'S BUSINESS NAME: Total Highway Maintenance, LLC.
(Print or Type)

CONTRACTOR'S FIRM ADDRESS: 930 KCK Way
Cedar Hill, TX 75104

NOTE TO CONTRACTOR

If the time requirement specified above is not met, the City has the right to reject this bid and award the contract to another contractor. If you have any questions concerning these requirements, please contact the Director of Purchasing & Contract Management Office for the City of Texarkana at (806) 775-2572.

**City of Texarkana, TX
Safety Record Questionnaire**

The City of Texarkana City Council desires to avail itself of the benefits of Section 252.0435 of the Local Government Code, and consider the safety records of potential contractors prior to awarding bids on City contracts. Pursuant to Section 252.0435 of the Local Government Code, City of Texarkana has adopted the following written definition and criteria for accurately determining the safety record of a bidder prior to awarding bids on City contracts.

The definition and criteria for determining the safety record of a bidder for this consideration shall be:

The City of Texarkana shall consider the safety record of the bidders in determining the responsibility thereof. The City may consider any incidents involving worker safety or safety of the citizens of the City of Texarkana, be it related or caused by environmental, mechanical, operational, supervision or any other cause or factor. Specifically, the City may consider, among other things:

- a. Complaints to, or final orders entered by, the Occupational Safety and Health Review Commission (OSHRC), against the bidder for violations of OSHA regulations within the past three (3) years.
- b. Citations (as defined below) from an Environmental Protection Agency (as defined below) for violations within the past five (5) years. Environmental Protection Agencies include, but are not necessarily limited to, the U.S. Army Corps of Engineers (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), the Texas Natural Resource Conservation Commission (TNRCC) (predecessor to the TCEQ), the Texas Department of State Health Services (DSHS), the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection or worker safety related laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notices of violation, notices of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.
- c. Convictions of a criminal offense within the past ten (10) years, which resulted from bodily harm or death.
- d. Any other safety related matter deemed by the City Council to be material in determining the responsibility of the bidder and his or her ability to perform the services or goods required by the bid documents in a safe environment, both for the workers and other employees of bidder and the citizens of the City of Texarkana.

In order to obtain proper information from bidders so that City of Texarkana may consider the safety records of potential contractors prior to awarding bids on City contracts, City of Texarkana requires that bidders answer the following three (3) questions and submit them with their bids:

QUESTION ONE

Has the bidder, or the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three (3) years?

YES _____ NO ✓ _____

If the bidder has indicated YES for question number one above, the bidder must provide to City of Texarkana, with its bid submission, the following information with respect to each such citation:

Date of offense, location of establishment inspected, category of offense, final disposition of offense, if any, and penalty assessed.

 Bidder's Initials

QUESTION TWO

Has the bidder, or the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations, of any kind or type, within the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.

YES _____ NO ✓

If the bidder has indicated YES for question number two above, the bidder must provide to City of Texarkana, with its bid submission, the following information with respect to each such conviction:

Date of offense or occurrence, location where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.

QUESTION THREE

Has the bidder, or the firm, corporation, partnership, or institution represented by bidder, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years, of a criminal offense which resulted from serious bodily injury or death?

YES _____ NO ✓

If the bidder has indicated YES for question number three above, the bidder must provide to City of Texarkana, with its bid submission, the following information with respect to each such conviction:

Date of offense, location where offense occurred, type of offense, final disposition of offense, in any, and penalty assessed.

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF TEXARKANA

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire shall be investigated, with my full permission, and that any misrepresentations or omissions may cause my bid to be rejected.

Y. H. H. E.
Signature

Managing Partner
Title

City of Texarkana, TX
Chapter 2270 Prohibition on Contracts with Companies Boycotting Israel

House Bill 89, adopted by the 85th Legislature, created §2270.001, Texas Government Code, Section Subtitle F, Title 10, requires a company entering to a contract with a governmental entity or state agency to verify that the company: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (Effective September 1, 2017)

I, the undersigned agent for the company named below, certify that the Company does not boycott Israel and will not boycott Israel during the term of the contract.

COMPANY NAME: Total Highway maintenance, LLC.

Signature of Company Official: _____



Date Signed: 05/14/2018

Printed name of company official signing above: Keith Rainwater

LIST OF SUB-CONTRACTORS

IFB 18-2001-06 Texarkana Parking and Two Way Conversion

LIST OF SUB CONTRACTORS

	Company Name	Location	Services Provided	Minority Owned	
				Yes	No
1.	<u>Paveway Systems</u>	<u>114 Indian Lakes Ln</u> <u>Flora home, FL 32140</u>	<u>Item AA-3</u>	☐	☐
2.	<u>South Texas Illumination</u>	<u>14308 Hwy 155 North</u> <u>Winona, TX 75792</u>	<u>Item AA-8 + AA-9</u>	☐	☐
3.				☐	☐
4.				☐	☐
5.				☐	☐
6.				☐	☐
7.				☐	☐
8.				☐	☐
9.				☐	☐
10.				☐	☐
11.				☐	☐
12.				☐	☐
13.				☐	☐
14.				☐	☐
15.				☐	☐
16.				☐	☐

Company Total Highway Maintenance, LLC.Address 930 KCK WayCity, Cedar HillCounty, DallasState, TexasZip Code, 75104Telephone: 469 - 523-0180Fax: 469 - 523-0181

THIS FORM SHALL BE COMPLETED AND RETURNED ALONG WITH YOUR PROPOSAL
IF NO SUB-CONTRACTORS WILL BE USED PLEASE INDICATE SO

PAYMENT BOND

**STATUTORY PAYMENT BOND PURSUANT TO SECTION 2253.021(a)
OF THE TEXAS GOVERNMENT CODE
(CONTRACTS MORE THAN \$50,000)**

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter called the Principal(s), as Principal(s), and

(hereinafter called the Surety(s), as Surety(s), are held and firmly bound unto the City of Texarkana (hereinafter called the Obligee), in the amount of _____ Dollars (\$ _____) lawful money of the United States for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day _____ of _____, 2018,
to _____

and said Principal under the law is required before commencing the work provided for in said contract to execute a bond in the amount of said contract which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Section 2253.021(a) of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal (s) and Surety (s) have signed and sealed this instrument this _____ day of _____, 2018.

Surety

(Company Name)

*By: _____
(Title)

By: _____
(Printed Name)

(Signature)

(Title)

The undersigned surety company represents that it is duly qualified to do business in Texas, and hereby designates _____ an agent resident in Texarkana County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

Surety

* By: _____
(Title)

Approved as to form:

City of Texarkana

By: _____
City Attorney

* Note: If signed by an Office of the Surety Company there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney in Fact, we must have copy of power of attorney for our files.

PERFORMANCE BOND

**STATUTORY PERFORMANCE BOND PURSUANT TO SECTION 2253.021(a)
OF THE TEXAS GOVERNMENT CODE
(CONTRACTS MORE THAN \$100,000)**

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter called the Principal(s), as Principal(s), and

(hereinafter called the Surety(s), as Surety(s), are held and firmly bound unto the City of Texarkana (hereinafter called the Oblige), in the amount of _____ Dollars (\$_____) lawful money of the United States for the payment whercof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the ____ day of _____, **2018**, to _____

and said principal under the law is required before commencing the work provided for in said contract to execute a bond in the amount of said contract which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Section 2253.021(a) of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of said article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal (s) and Surety (s) have signed and sealed this instrument this ____ day of _____, **2018**.

Surety

(Company Name)

* By: _____
(Title)

By: _____
(Printed Name)

(Signature)

(Title)

The undersigned surety company represents that it is duly qualified to do business in Texas, and hereby designates _____ an agent resident in Texarkana County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

Surety

*By: _____
(Title)

Approved as to Form

City of Texarkana

By: _____
City Attorney

* Note: If signed by an Office of the Surety Company, there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney in Fact, we must have copy of power of attorney for our files.

CERTIFICATE OF INSURANCE

The Insurance Certificates Furnished shall name the City of Texarkana as Additional Insured on Auto /General Liability and provide a Waiver of Subrogation in favor of the City of Texarkana. IT SHALL BE THE CONTRACTOR'S. THE ADDITIONAL INSURED ENDORSEMENT SHALL INCLUDE PRODUCTS AND COMPLETE OPERATIONS.

Insurance Certificates are due from the successful bidder within 10 days of award of the bid.

CONTRACTOR CHECKLIST

A CONTRACTOR SHALL:

- _____ (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filling of any coverage agreements;
- _____ (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- _____ (3) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;
- _____ (4) obtain from each person providing services on a project, and provide to the governmental entity:
 - (A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- _____ (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- _____ (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
- _____ (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed in at least 19-point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes:

PROOF OF COVERAGE SHALL BE FURNISHED TO THE CITY OF TEXARKANA IN THE FORM OF A CERTIFICATE OF INSURANCE. THE INSURANCE CERTIFICATES FURNISHED SHALL NAME THE CITY OF TEXARKANA AS ADDITIONAL INSURED ON AUTO/GENERAL LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS TO INCLUDE PRODUCTS OF COMPLETE OPERATIONS. PROVIDE A WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF TEXARKANA. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE TO THE OWNER ALL PROOF OF COVERAGE INSURANCE DOCUMENTS INCLUDING WORKERS COMPENSATION COVERAGE FOR EACH SUBCONTRACTOR. COPIES OF THE ENDORSEMENTS ARE REQUIRED.

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must (see reverse) be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment and materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-305-7238 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage." and

- _____ (8) contractually require each person with whom it contracts to provide services on a project, to:
- (A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
 - (B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;
 - (C) include in all contracts to provide services on the project the language in subsection (e) (3) of this rule;
 - (D) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (E) obtain from each other person with whom it contracts, and provide to the contractor:
 - (i) a certificate of coverage, prior to the other person beginning work on the project; and
 - (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (G) notify the governmental entity in writing by certified mail or personal delivery, within (ten) 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (H) contractually require each other person with whom it contracts, to perform as required by paragraphs (A) - (H), with the certificate of coverage to be provided to the person for whom they are providing services.

CONTRACT

STATE OF TEXAS
COUNTY OF BOWIE

THIS AGREEMENT, made and entered into this _____ day of _____, **2018**, by and between the City of Texarkana, County of Bowie, State of Texas, acting by and through the City Manager for the Mayor and City Council, City of Texarkana, thereunto authorized to do so, hereinafter referred to as OWNER, and _____ of the City of _____, County of _____ and the State of _____ hereinafter _____ termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER and under the conditions expressed in the bond bearing even date herewith (if any) the CONTRACTOR hereby agrees with OWNER to commence and complete the construction of certain improvements described as follows:

IFB 18-2001-06 Texarkana Parking and Two-Way Conversion

and all extra work in connection therewith, under the terms as stated in the contract documents and at his (or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the contract documents as defined in the General Conditions of Agreement. _____'s bid dated _____, **2018** is incorporated into and made a part of this agreement.

The CONTRACTOR hereby agrees to commence work within ten days after the date written notice to do so shall have been given to him and to substantially complete same within the time specified in the contract documents.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract in accordance with the bid submitted therefore, subject to additions and deductions, as provided in the contract documents and to make payment on account thereof as provided therein.

IN WITNESS WHEREOF, the parties to these presents have executed this agreement in Texarkana, Bowie County, Texas in the year and day first above written.

CONTRACTOR:

By: _____

PRINTED NAME: _____

TITLE: _____

COMPLETE ADDRESS: _____

City, State, Zip _____

CITY OF TEXARKANA, TEXAS (OWNER):

By: _____
Shirley Jaster, City Manager

ATTEST:

Jennifer Evans, City Secretary

**Texas Government Code 2252.908
Disclosure of Interested Parties
Form 1295**

House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency.

§2252.908, Texas Government Code requires the commission to adopt rules necessary to implement the new disclosure requirement and to prescribe the disclosure form. Section 2252.908 requires the disclosure form to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity or state agency before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. House Bill 1295 provides that §2252.908 applies only to a contract entered into on or after January 1, 2016.

An interested party is defined as a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

Contractors are required to acquire Form 1295 via the Texas Ethics Commission website. This requires registration, generation of Form 1295 with a unique Certificate Number & filing date, printing the form, notarizing and returning the form to City of Texarkana Purchasing & Contract Management Department.

Once the form is received by the Purchasing and Contract Management Department, the Buyer associated with the project will log-in to the Texas Ethics Commission portal and acknowledge receipt of the form not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract. This will complete the form for the contract with which the form is associated. The completed form will be made available via the Texas Ethics Commission website.

Form 1295 can be generated via the Texas Ethics Commission web portal. The website and detailed instructions are located at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

GENERAL CONDITIONS OF THE AGREEMENT

1. OWNER

Whenever the word Owner, or First Party, are used in this contract, it shall be understood as referring to the City of Texarkana, Texas.

2. CONTRACTOR

Whenever the word Contractor, or Second Party, is used, it shall be understood to mean the person, persons, co-partnership or corporation, to wit _____ who has agreed to perform the work embraced in this contract, or their legal representative.

3. OWNER'S REPRESENTATIVE

Whenever the word Owner's Representative or representative is used in this contract, it shall be understood as referring to, City of Texarkana, or its representative, so designated who shall inspect constructions; or to such other representatives, supervisors, architects, engineers, or inspectors as may be authorized by said Owner to act in any particular manner under this agreement. Engineers, supervisors or inspectors shall act for the Owner under the direction of Owner's Representative, but shall not directly supervise the Contractor or persons acting on behalf of the Contractor.

4. CONTRACT DOCUMENTS

The contract's documents shall consist of the Notice to Bidders, General Instructions to Bidders, Bid, Signed Agreement, Statutory Bonds (if required), General Conditions of the Agreement, Special Conditions of the Agreement (if any), Specifications, Plans, Insurance Certificates, and all other documents made available to Bidder for inspection in accordance with the Notice to Bidders. The above described materials are sometimes referred to herein as the "contract" or "contract documents".

5. INTERPRETATION OF PHRASES

Whenever the words "Directed," "Permitted," "Designated," "Required," "Considered Necessary," "Prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Owner's Representative is intended; and similarly, the words "Approved," "Acceptable," "Satisfactory," or words of like import shall mean approved by or acceptable or satisfactory to the Owner's Representative.

6. SUBCONTRACTOR

The term Subcontractor, as employed herein, includes only those having a direct contract with the Contractor for performance of work on the project contemplated by these contract documents. Owner shall have no responsibility to any Subcontractor employed by Contractor for performance of work on the project contemplated by these contract documents, but said Subcontractors shall look exclusively to Contractor for any payments due Subcontractor. The City reserves the right to approve or disapprove the selection of any subcontractor(s).

7. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an Office of the corporation for whom it is intended, or if delivered at or sent certified mail to the last business address known to the party who gives the notice.

8. CONTRACTOR'S RESPONSIBILITIES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words which so applied have well known, technical or trade meaning shall be held to refer such recognized standards.

All work shall be done and all materials furnished in strict conformity with the contract documents.

9. SUBSTANTIALLY COMPLETED

The term "Substantially Completed" is meant that the structure or project contemplated by the contract documents has been made suitable for use or occupancy or the facility is in a condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

10. LAYOUT

Except as specifically provided herein, the Contractor shall be responsible for laying out all work and shall accomplish this work in a manner acceptable to the Owner's Representative. The Owner's Representative shall check the Contractor's layout of all major structures and any other layout work done by the Contractor at Contractor's request, but this check does not relieve the Contractor of the responsibility of correctly locating all work in accordance with the Plans and Specifications.

11. KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE

The Contractor shall be furnished copies of all Plans and Specifications without expense to Contractor and Contractor shall keep one copy of same consistently accessible on the job site.

12. RIGHT OF ENTRY

The Owner's Representative may make periodic visits to the site to observe the progress or quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. Owner's Representative shall not be required to make exhaustive or continuous onsite inspections to check the quality or quantity of the work, nor shall Owner's Representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. Notwithstanding the Owner's Representative's rights of entry hereunder, the Owner's Representative shall not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

13. LINES AND GRADES

All lines and grades shall be furnished whenever Owner's Representative deems said lines and grades are necessary for the commencement of the work contemplated by these contract documents or the completion of the work contemplated by these contract documents. Whenever necessary, Contractor shall suspend its work in order to permit Owner's Representative to comply with this requirement, but such suspension shall be as brief as practical and Contractor shall be allowed no extra compensation therefore. The Contractor shall give the Owner's Representative ample notice of the time and place where lines and grades are needed. All stakes, marks, etc., shall be carefully preserved by the Contractor, and in case of careless destruction or removal by Contractor, its Subcontractors, or its employees, such stakes, marks, etc., shall be replaced by the Owner's Representative at Contractor's expense.

14. OWNER'S REPRESENTATIVE'S AUTHORITY AND DUTY

Unless otherwise specified, it is mutually agreed between the parties to this Agreement that the Owner's Representative has the authority to review all work included herein. The Owner's Representative has the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract. The Owner's Representative shall, in all cases, determine the amounts and quantities of the several kinds of work which are to be paid for under the contract documents, and shall determine all questions in relation to said work and the construction thereof, and shall, in all cases, decide every question which may arise relative to the execution of this contract on the part of said Contractor. The decision of the Owner's Representative shall be conclusive in the absence of written objection to same delivered to Owner's Representative within fifteen (15) calendar days of any decision or direction by Owner's Representative. In the absence of timely written objection by Contractor, as provided herein, any and all objection or objections shall be deemed waived.

15. SUPERINTENDENCE AND INSPECTION

It is agreed by the Contractor that the Owner's Representative shall be and is hereby authorized to appoint from time to time such subordinate engineers, supervisors, or inspectors as the said Owner's Representative may deem proper to inspect the materials furnished and the work done under this Agreement, and to see that said material is furnished and said work is done in accordance with the specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the subordinate engineers, supervisors or inspectors for the proper inspection and examination of the work. The Contractor shall regard and obey the directions and instructions of any subordinate engineers, supervisors or inspectors so appointed, when such directions and instructions are consistent with the obligations of this Agreement and accompanying plans and specifications provided, however, should the Contractor object to any orders by any subordinate engineer, supervisor or inspector, the Contractor may within fifteen (15) calendar days make written appeal to the Owner's Representative for its decision. In the absence of timely written objection by Contractor, as provided herein, any and all objection or objections shall be deemed waived.

16. CONTRACTOR'S DUTY AND SUPERINTENDENCE

The Contractor shall give personal attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to Owner's Representative. The superintendent shall represent the Contractor in its absence and all directions given to superintendent shall be binding as if given to the Contractor. It is expressly agreed that adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the work and lack of such supervision shall be grounds for suspending operations of the Contractor.

The work, from its commencement to completion, shall be under the exclusive charge and control of the Contractor and all risk in connection therewith shall be borne by the Contractor.

The Owner or Owner's Representatives shall not be responsible for the acts or omissions of the Contractor, or any subcontractors, or any of Contractor's agents or employees, or any other persons performing any of the work.

17. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the work, the confirmation of the ground, the character, quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and the general and local conditions, and all other matters which in any way affect the work under the contract documents. No oral agreement or conversation with any Office, agent, or employee of the Owner, or Owner's Representative either before or after the execution of this contract, shall affect or modify any of the

terms or obligations herein contained. Subject to the rights of Owner as set forth in Paragraph 23 hereof, all modifications and/or amendments to the contract documents, shall be in writing, and executed by Owner's Representative and Contractor.

Unless otherwise specified herein, all loss, expense or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance and the prosecution of the work, shall be sustained and borne by the Contractor at its own cost and expense.

18. CHARACTER OF WORKERS

The Contractor agrees to employ only orderly and competent workers, skillful in the performance in the type of work required under this contract, to do the work; and agrees that whenever the Owner's Representative shall inform Contractor in writing that any man or men on the work, are, in Owner's Representative's sole opinion, incompetent, unfaithful, disorderly, or otherwise unacceptable to Owner or Owner's Representative, such man or men shall be discharged from the work and shall not again be employed on the work without the Owner's Representative's written consent.

19. CONSTRUCTION PLANT

The Contractor shall provide all labor, tools, equipment, machinery and materials necessary in the prosecution and completion of this contract where it is not otherwise specifically provided that Owner shall furnish same, and it is also understood that Owner shall not be held responsible for the care, preservation, conservation, or protection of any materials, tools, equipment or machinery or any part of the work until it is finally completed and accepted.

The building of structures for the housing of men or equipment are permitted only at such places as the Owner's Representative shall consent or direct, and the sanitary conditions of the grounds in or about such structure shall at all times be maintained in a manner satisfactory to the Owner's Representative.

20. SANITATION

Necessary sanitary conveniences for the use of laborers on the work site, properly secluded from public observation, shall be constructed and maintained by the Contractor in such manner and at such points as shall be approved by the Owner's Representative and their use shall be strictly enforced.

21. OBSERVATION AND TESTING

The Owner or Owner's Representative shall have the right at all times to observe and test the work. Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location wherever such work is in preparation or progress. Contractor shall ascertain the scope of any observation that may be contemplated by Owner or Owner's Representative and shall give ample notice as to the time each part of the work shall be ready for such observation. Owner or Owner's Representative may reject any such work found to be defective or not in accordance with the contract documents, regardless of the stage of its completion or the time or place of discovery of such errors and regardless of whether Owner's Representative has previously accepted the work through oversight or otherwise. If any such work should be covered without approval or consent of the Owner, it must, if requested by Owner or Owner's Representative, be uncovered for examination at Contractor's expense. In the event that any part of the work is being fabricated or manufactured at a location where it is not convenient for Owner or Owner's Representative to make observations of such work or require testing of said work, then in such event Owner or Owner's Representative may require Contractor to furnish Owner or Owner's Representative certificates of inspection, testing or approval made by persons competent to perform such tasks at the location where that part of the work is being manufactured or fabricated. All such tests

shall be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the contract documents.

If any such work which is required to be inspected, tested, or approved is covered up without written approval or consent of the Owner or Owner's Representative, it must, if requested by the Owner or Owner's Representative, be uncovered for observation and testing at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided herein. Any work which fails to meet the requirements of any such tests, inspections or approvals, and any work which meets the requirements of any such tests or approvals but does not meet the requirements of the contract documents shall be considered defective, and shall be corrected at the Contractor's expense.

Neither observations by the Owner or Owner's Representative, nor inspections, tests, or approvals made by Owner, Owner's Representative, or other persons authorized under the contract documents to make such inspections, tests, or approvals shall relieve the Contractor from its obligation to perform the work in accordance with the requirements of the contract documents.

22. DEFECTS AND THEIR REMEDIES

It is expressly agreed that if the work or any part thereof, or any material brought on the site of the work for use in the work or selected for the same, shall be deemed by the Owner or Owner's Representative as unsuitable or not in conformity with plans, specifications and/or contract documents, the Contractor shall, after receipt of written notice thereof from the Owner's Representative, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with the contract documents. It is further agreed that any remedial action contemplated as hereinabove set forth shall be at Contractor's expense.

23. CHANGES AND ALTERATIONS

The Contractor further agrees that the Owner may make such changes and alterations as the Owner may see fit, in the line, grade, form dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying bond.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with. If they increase the amount of work, and the increased work can fairly be classified under the specifications, such increase shall be paid according to the quantity actually done and at the unit price established for such work under this contract; otherwise such additional work shall be paid for as provided under Extra Work. In case the Owner shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the Owner shall recompense the Contractor for any material or labor so used, and for actual expenses incurred in preparation for the work as originally planned.

24. EXTRA WORK

The term "extra work" as used in this contract shall be understood to mean and include all work that may be required by the Owner or Owner's Representative to be done by the Contractor to accomplish any change, alteration or addition to the work as shown on the plans and specifications or contract documents and not covered by Contractor's bid, except as provided under Changes and Alterations herein.

It is agreed that the Contractor shall perform all extra work under the direction of the Owner's Representative when presented with a written work order signed by the Owner's Representative; subject, however, to the right of the Contractor to require written confirmation of such extra work order by the Owner. It is also agreed that the

compensation to be paid to the Contractor for performing said extra work shall be determined by the following methods:

- Method (A) - By agreed unit prices; or
- Method (B) - By agreed lump sum; or
- Method (C) - If neither Method (A) or Method (B) be agreed upon before the extra work is commenced, then the Contractor shall be paid the lesser of the following: (1) actual field cost of the extra work, plus fifteen (15%) percent; or (2) the amount that would have been charged by a reasonable and prudent Contractor as a reasonable and necessary cost for performance of the extra work.

In the event said extra work be performed and paid for under Method (C)(1), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foremen, timekeepers, mechanics and laborers, materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such extra work, plus actual transportation charges necessarily incurred, together with all expenses incurred directly on account of such extra work, including Social Security, Old Age Benefits, Maintenance Bonds, Public Liability and Property Damage and Workers' Compensation and all other insurances as may be required by law or ordinances or directed by the Owner or Owner's Representative, or by them agreed to. Owner's Representative may direct the form in which accounts of the actual field cost shall be kept and records of these accounts shall be made available to the Owner's Representative. The Owner's Representative may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used; otherwise, these matters shall be determined by the Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100%, unless otherwise specified, of the latest Schedule of Equipment and Ownership Expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written extra work order. The fifteen percent (15%) of the actual field cost to be paid to Contractor shall cover and compensate Contractor for its profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the actual field cost as herein defined, save that where the Contractor's Camp or Field Office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for extra work of any kind shall be allowed unless ordered in writing by Owner's Representative. In case any orders or instructions appear to the Contractor to involve extra work for which Contractor should receive compensation or an adjustment in the construction time, Contractor shall prior to commencement of such extra work, make written request to the Owner's Representative for a written order authorizing such extra work. Should a difference of opinion arise as to what does or does not constitute extra work or as to the payment therefore, and the Owner's Representative insists upon its performance, the Contractor shall proceed with the work after making written request for written order and shall keep adequate and accurate account of the actual field cost thereof, as provided under Method (C) (1). If Contractor does not notify Owner's Representative before the commencement of any extra work, any claim for payment due to alleged extra work shall be deemed waived.

25. DISCREPANCIES AND OMISSIONS

It is further agreed that it is the intent of the contract documents that all work described in the bid, the specifications, plans and other contract documents, is to be done for the prices quoted by the Contractor and that such price shall include all appurtenances necessary to complete the work in accordance with the intent of these contract documents as interpreted by Owner's Representative. **Notices of any discrepancies or omissions in these plans, specifications, or contract documents, shall be given to the Owners' Representative and a clarification obtained before the bids are received, and if no such notice is received by the Owner's Representative prior to the opening of bids, then it shall be deemed that the Contractor fully understands the work to be included and has provided sufficient sums in its bid to complete the work in accordance with**

these plans and specifications. If Contractor does not notify Owner's Representative before bidding of any discrepancies or omissions, then it shall be deemed for all purposes that the plans and specifications are sufficient and adequate for completion of the project. It is further agreed that any request for clarification must be submitted no later than five (5) calendar days prior to the opening of bids.

26. RIGHT OF OWNER TO MODIFY METHODS AND EQUIPMENT

If at any time the methods or equipment used by the Contractor are found to be inadequate to secure the quality of work with the rate of progress required under this contract, the Owner or Owner's Representative may order the Contractor in writing to increase their safety or improve their character and efficiency and the Contractor shall comply with such order. If, at any time, the working force of the Contractor is inadequate for securing the progress herein specified, the Contractor shall, if so ordered in writing, increase its force or equipment, or both, to such an extent as to give reasonable assurance of compliance with the schedule of progress.

27. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC AND GENERAL INDEMNITY

The Contractor shall take out and procure a policy or policies of Workers' Compensation Insurance with an insurance company licensed to transact business in the State of Texas, which policy shall comply with the Workers' Compensation laws of the State of Texas. The Contractor shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations. The Contractor, its sureties and insurance carriers shall defend, indemnify and hold harmless the Owner and all of its Offices, agents and employees against any all losses, costs, damages, expenses, liabilities, claims and/or causes of action, whether known or unknown, fixed, actual, accrued or contingent, liquidated or unliquidated, including, but not limited to, attorneys' fees and expenses, in connection with, incident to, related to, or arising out of, the Contractor's or any subcontractor's, agent's or employee's, in any manner whatsoever, omission, execution and/or supervision of this contract, and the project which is the subject matter of this contract.

The safety precautions taken shall be the sole responsibility of the Contractor, in its sole discretion as an Independent Contractor; inclusion of this paragraph in the Agreement, as well as any notice which may be given by the Owners or the Owner's Representative concerning omissions under this paragraph as the work progresses, are intended as reminders to the Contractor of its duty and shall not be construed as any assumption of duty to supervise safety precautions by either the Contractor or any of its subcontractors.

28. CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance as required in the General Conditions of the contract documents, from an underwriter authorized to do business in the State of Texas and satisfactory to the City. Proof of coverage shall be furnished to the City and written notice of cancellation or any material change shall be provided ten (10) calendar days in advance of cancellation or change. All policies of insurance, required herein, including policies of insurance required to be provided by Contractor and its subcontractors, shall contain a waiver of any and all of the insurer's or payor's, in the event of self-insurance, rights to subrogation that any such insurer or payor, in the event of self-insurance, may acquire by virtue of payment of any loss under such insurance or self-insurance. All certificates of insurance submitted to the City in conformity with the provisions hereof shall establish such waiver.

The Contractor shall procure and carry at its sole cost and expense through the life of this contract, insurance protection as hereinafter specified. Coverage in excess of that specified herein also shall be acceptable. Such insurance shall be carried with an insurance company authorized to transact business in the State of Texas and

shall cover all operations in connection with this contract, whether performed by the Contractor or a subcontractor, or separate policies shall be provided covering the operation of each subcontractor. A certificate of insurance specifying each and all coverage's shall be submitted prior to contract execution.

PROOF OF COVERAGE SHALL BE FURNISHED TO THE CITY OF TEXARKANA IN THE FORM OF A CERTIFICATE OF INSURANCE. THE INSURANCE CERTIFICATES FURNISHED SHALL NAME THE CITY OF TEXARKANA AS ADDITIONAL INSURED ON AUTO/GENERAL LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS TO INCLUDE PRODUCTS OF COMPLETE OPERATIONS. PROVIDE A WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF TEXARKANA. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE TO THE OWNER ALL PROOF OF COVERAGE INSURANCE DOCUMENTS INCLUDING WORKERS COMPENSATION COVERAGE FOR EACH SUBCONTRACTOR. COPIES OF THE ENDORSEMENTS ARE REQUIRED.

- A. Commercial General Liability Insurance (Primary Additional Insured and Waiver of Subrogation required)

The contractor shall have Comprehensive General Liability Insurance with limits of \$1,000,000 Combined Single Limit in the aggregate and per occurrence to include:

Products & Completed Operations Hazard
Contractual Liability
Personal Injury & Advertising Injury

- B. Owner's and Contractor's Protective Liability Insurance. - **NOT REQUIRED.**
- C. Comprehensive Automobile Liability Insurance (Waiver of Subrogation Required)

The Contractor shall have Comprehensive Automobile Liability Insurance with limits of not less than; Bodily Injury/Property Damage, \$1,000,000 Combined Single Limit, per occurrence, to include all owned and non-owned cars including: Employers Non-ownership Liability Hired and Non-owned Vehicles.

- D. Builder's Risk Insurance/Installation Floater Insurance - **NOT REQUIRED.**
- E. Umbrella Liability Insurance - **NOT REQUIRED.**
- F. Worker's Compensation and Employers Liability Insurance (Waiver of Subrogation required)

Worker's Compensation Insurance covering all employees whether employed by the Contractor or any Subcontractor on the job with Employers Liability of at least \$1,000,000

1. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Section 406.096, Texas Labor Code) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on the project, and provide to the governmental entity:
 - (a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity shall have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (b) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
7. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The Contractor shall contractually require each person with whom it contracts to provide services on the project, to:

- (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (d) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (1) a certificate of coverage, prior to the other person beginning work on the project; and
 - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (f) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (g) contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.
10. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who shall provide services on the project shall be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

G. Proof of Coverage

Before work on this contract is commenced, each Contractor and subcontractor shall submit to the Owner for approval five Certificates of Insurance covering each insurance policy carried and offered as evidence

of compliance with the above insurance requirements, signed by an authorized representative of the insurance company setting forth:

- (1) The name and address of the insured.
- (2) The location of the operations to which the insurance applies.
- (3) The name of the policy and type or types of insurance in force thereunder on the date borne by such certificate.
- (4) The expiration date of the policy and the limit or limits of liability thereunder on the date borne by such certificate.
- (5) A provision that the policy may be canceled only by mailing written notice to the named insured at the address shown in the bid specifications.
- (6) A provision that written notice shall be given to the City ten days prior to any change in or cancellation of the policies shown on the certificate.
- (7) The certificate or certificates shall be on the form (or identical copies thereof) contained in the job specifications. No substitute or amendment thereto will be acceptable.
- (8) If policy limits are paid, new policy must be secured for new coverage to complete project.
- (9) A Contractor shall:
 - (a) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
 - (b) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
 - (c) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project;
 - (d) obtain from each person providing services on a project, and provide to the governmental entity:
 - (i) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (ii) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (f) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
 - (g) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Texas Worker's Compensation Act or other commission rules. This notice must be printed with a title in at least 30 point bold type

and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes:

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 800-372-7713 or 512-804-4000 (www.tdi.state.tx.us) to receive information of the legal requirements for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage;" and

- (h) contractually require each person with whom it contracts to provide services on a project, to:
 - (i) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
 - (ii) provide a certificate of coverage to the Contractor prior to that person beginning work on the project;
 - (iii) include in all contracts to provide services on the project the following language:

"By signing this contract or providing or causing to be provided a certificate of coverage, the person signing this contract is representing to the governmental entity that all employees of the person signing this contract who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reprinting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions."
 - (iv) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (v) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (1) a certificate of coverage, prior to the other person beginning work on the project; and
 - (2) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown

on the current certificate of coverage ends during the duration of the project;

- (vi) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (vii) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (viii) contractually require each other person with whom it contracts, to perform as required by paragraphs (i)-(viii), with the certificate of coverage to be provided to the person for whom they are providing services.

29. DISABLED EMPLOYEES

Contractors having more than fifteen (15) employees agree to comply with the Americans with Disabilities Act of 1990, and agree not to discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

30. PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIALMEN, AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES

Without limiting, in any way, manner or form, the indemnity provided by Contractor in paragraph 27 hereof, the Contractor agrees that it will indemnify and save the Owner and all of its Offices, agents and employees, harmless against any and all claims, liabilities, losses, damages, expenses and causes of action arising out of, in any way, manner or form, the demands of subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, power tools, and supplies, incurred in the performance of this contract and the project which is the subject matter of this contract. When Owner so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

31. PROTECTION AGAINST ROYALTIES OR PATENT INVENTION

The Contractor shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the Patentee or owner thereof. Without limiting, in any way, manner or form, the indemnity provided by Contractor in paragraph 27 hereof, the Contractor shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Owner, and all of its Offices, agents and employees harmless from any loss on account thereof, except that Owner shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required in these contract documents by Owner; provided, however, if choice of alternate design, device, material or process is allowed to the Contractor, then Contractor shall indemnify and save Owner, and all of its Offices, agents and employees harmless from any loss on account thereof. Notwithstanding anything herein to the contrary, if the material or process specified or required by Owner and/or this contract is an infringement, the Contractor shall be responsible for such loss unless it gives written notice of such infringement to the Owner's Representative prior to bidding.

32. LAWS AND ORDINANCES

The Contractor shall at all times observe and comply with all federal, state and local laws, ordinances and regulations, which in any manner affect the contract or the work, and without limiting, in any way, manner or form, the indemnity provided by Contractor in paragraph 27 hereof, Contractor shall indemnify and save harmless the Owner, and all of its Offices, agents, and employees against any claims arising from the violation of any such laws, ordinances, and regulations, whether by the Contractor, its employees, or subcontractors. If the Contractor observes that the plans and specifications are at variance therewith, he shall notify the Owner's Representative in writing prior to bidding and any necessary changes shall be adjusted as provided in the contract for changes in the work. In the absence of timely written notification to Owner's Representative of such variance or variances within said time, any objection and/or assertion that the plans and specifications are at variance with any federal, state or local laws, ordinances or regulations shall be deemed waived. If the Contractor, its employees or subcontractors perform any work contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner's Representative, Contractor shall bear all costs arising therefrom.

The Owner is a municipal corporation of the State of Texas and the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the Owner may enter into contracts, shall be controlling, and shall be considered as part of this contract to the same effect as though embodied herein.

33. SUBCONTRACTING

The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this contract. The Contractor further agrees that subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the Contractor from its full obligations to the Owner, as provided by the contract documents.

34. TIME FOR SUBSTANTIAL COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed by and between the Contractor and the Owner, that the date of beginning and time for completion as specified in the contract documents, of work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced as provided in the contract documents.

If the Contractor should neglect, fail, or refuse to substantially complete the work within the time herein specified, then the Contractor does hereby agree as part of the consideration for the awarding of this contract, the Owner may withhold permanently from Contractor's total compensation, the sum of **\$200 PER DAY**, not as a penalty, but as liquidated damages for the breach of the contract as herein set forth for each and every working day that the Contractor shall be in default after the time stipulated for substantially completing the work.

It is expressly understood and agreed, by and between Contractor and the Owner, that the time for the substantial completion of the work described herein is reasonable time for the completion of the same, taking into consideration the average climatic range and conditions and usual industrial conditions prevailing in this locality. The amount is fixed and agreed upon by and between the Contractor and the Owner because the actual damages the Owner would sustain in such event would be difficult and/or impossible to estimate, however, the amount agreed upon herein is a reasonable forecast of the amount necessary to render just compensation to Owner, and is expressly agreed to be not disproportionate to actual damages as measured at time of breach.

IT IS FURTHER AGREED AND UNDERSTOOD BETWEEN THE CONTRACTOR AND OWNER THAT TIME IS OF THE ESSENCE OF THIS CONTRACT. WORK WILL COMMENCE NO LATER THAN 30 DAYS AFTER THE AWARD OF THIS CONTRACT BY CITY COUNCIL.

35. TIME AND ORDER OF COMPLETION

It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the Contractor shall be allowed to prosecute its work at such time and sessions, in such order of precedence, and in such manner as shall be most conducive to economy of construction; provided, however, that the order and time of prosecution shall be such that the work shall be substantially completed as a whole and in part, in accordance with this contract, the plans and specifications, and within the time of completion designated in the bid; provided, also, that when the Owner is having other work done, either by contract or by its own force, the Owner's Representative may direct the time and manner of constructing work done under this contract so that conflicts will be avoided and the construction of the various works being done for the Owner shall be harmonized.

The Contractor shall submit, at such times as may reasonably be requested by the Owner's Representative, schedules which shall show the order in which the Contractor intends to carry on the work, with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts.

36. TIME OF PERFORMANCE

The Contractor agrees that it has submitted its bid in full recognition of the time required for the completion of this project, taking into consideration the average climatic range and industrial conditions prevailing in this locality, and has considered the liquidated damage provisions of paragraph 34 hereinabove set forth and expressly agrees that it shall not be entitled to, nor will it request, an extension of time on this contract, except when its work has been delayed by an act or neglect of the Owner, Owner's Representative, employees of the Owner or other contractors employed by the Owner, or by changes ordered in the work, or by strike, walkouts, acts of God or the public enemy, fire or flood. Any request for extension shall be in writing with the written request for same setting forth all justifications, in detail, for the request, and submitted to Owner's Representative within twenty (20) calendar days of the occurrence of the event causing said delay. A failure by Owner's Representative to affirmatively grant the extension no later than twenty (20) calendar days of written submission by Contractor shall be deemed a denial, and final. Further, in the absence of timely written notification of such delay and request for extension, as provided herein, any request for extension by Contractor shall be deemed waived.

37. HINDRANCE AND DELAYS

In executing the contract, the Contractor agrees that in undertaking to complete the work within the time herein fixed, Contractor has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays due to unusual and unanticipated circumstances, difficulties or delays in securing material or workmen, or any other cause or occurrence. No charge shall be made by the Contractor for hindrance or delays from any cause during the progress of any part of the work embraced in this contract except where the work is stopped by order of the Owner or Owner's Representative for the Owner's convenience, in which event, such expense as in the sole judgment of the Owner's Representative that is caused by such stoppage shall be paid by Owner to Contractor.

38. QUANTITIES AND MEASUREMENTS

No extra or customary measurements of any kind will be allowed, but the actual measured or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided. In the event this contract is let on a unit price basis, then Owner and Contractor agree that this contract, including the specifications, plans and other contract documents are intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown, and only when same are expressly stated to be estimates, for the various classes of work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing their bids offered for the work. In the event the amount of work to be done and materials to be furnished are expressly stated to be estimated, and only when same are expressly stated to be estimated, it is understood and

agreed that the actual amount of work to be done and the materials to be furnished under this contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of work done and materials furnished on the project.

39. PROTECTION OF ADJOINING PROPERTY

The Contractor shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which may be injured or seriously affected by any process of construction to be undertaken under this agreement, from any damage or injury by reason of said process of construction; and Contractor shall be liable for any and all claims for such damage on account of his failure to fully protect all adjacent property. Without limiting, in any way, manner and form, the indemnity provided by Contractor in paragraph 27 hereof, the Contractor agrees to indemnify, save and hold harmless the Owner, and any of its Offices, agents and employees, against any and all claims or damages due to any injury to any adjacent or adjoining property, related to, arising from or growing out of the performance of this contract.

40. PRICE FOR WORK

In consideration of the furnishing of all necessary labor, equipment and material and the completion of all work by the Contractor, and on the delivery of all materials embraced in this contract in full conformity with the specifications and stipulations herein contained, the Owner agrees to pay the Contractor the price set forth in the bid proposal attached hereto, which has been made a part of this contract, and the Contractor hereby agrees to receive such price in full for furnishing all materials and all labor required for the aforesaid work, also, for all expenses incurred by Contractor and for well and truly performing the same and the whole thereof in the manner and according to this agreement, the attached specifications, plans, contract documents and requirements of Owner's Representative.

41. PAYMENTS

No payments made or certificates given shall be considered as conclusive evidence of the performance of the contract, either wholly or in part, nor shall any certificate or payment be considered as acceptance of defective work. Contractor shall at any time requested during the progress of the work furnish the Owner or Owner's Representative with a verifying certificate showing the Contractor's total outstanding indebtedness in connection with the work. Before final payment is made, Contractor shall satisfy Owner, by affidavit or otherwise, that there are no outstanding liens against Owner's premises by reason of any work under the contract. Acceptance by Contractor of final payment of the contract price shall constitute a waiver of all claims against Owner, Owner's agents and employees, which have not theretofore been timely filed as provided in this contract.

42. PARTIAL PAYMENTS

On or before the tenth day of each month, the Contractor shall submit to Owner's Representative an application for partial payment or, if the Contractor does not submit such application, the Owner's Representative shall determine the amount to be partially paid. Owner's Representative shall review said application for partial payment if submitted, and the progress of the work made by the Contractor and if found to be in order, shall prepare a certificate for partial payment showing as completely as practical the total value of the work done by the Contractor up to and including the last day of the preceding month. The determination of the partial payment by the Owner's Representative shall be in accordance with Paragraph 14 hereof.

The Owner shall then pay the Contractor on or before the fifteenth day of the current month the total amount of the Owner's Representative's Certificate of Partial Payment, less 5% of the amount thereof, which 5% shall be retained until final payment, and further, less all previous payments and all further sums that may be retained by Owner under the terms of the contract documents.

Any partial payment made hereunder shall not constitute a waiver by the Owner of any and all other rights to enforce the express terms of the contract documents, and all remedies provided therein, as to any and all work performed, to be performed and/or materials delivered hereunder, including, but limited to, work to which said partial payment is attributable.

43. SUBSTANTIAL COMPLETION

Contractor shall give Owner's Representative written notice of substantial completion. Within thirty-one (31) working days after the Contractor has given the Owner's Representative written notice that the work has been substantially completed, the Owner's Representative and/or the Owner shall inspect the work and within said time, if the work be found to be substantially completed in accordance with the contract documents, the Owner's Representative shall issue to the Owner and Contractor a certificate of substantial completion. Notwithstanding the issuance of a certificate of substantial completion, Contractor shall proceed with diligence to finally complete the work within the time provided in this contract.

44. FINAL COMPLETION AND PAYMENT

The Contractor shall give written notice to Owner's Representative of final completion. Upon written notice of final completion, the Owner's Representative shall proceed to make final measurement to determine whether final completion has occurred. If the Owner's Representative determines final completion has occurred, Owner's Representative shall so certify to the Owner. Upon certification by Owner's Representative of final completion, Owner shall pay to the Contractor on or before the 31st working day after the date of certification of final completion, the balance due Contractor under the terms of this agreement. Neither the certification of final completion nor the final payment, nor any provisions in the contract documents shall relieve the Contractor of the obligation for fulfillment of any warranty which may be required in the contract documents and/or any warranty or warranties implied by law or otherwise.

45. CORRECTION OF WORK

Contractor shall promptly remove from Owner's premises all materials condemned by the Owner's Representative on account of failure to conform to the contract documents, whether actually incorporated in the work or not, and Contractor shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract documents. Contractor shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If Contractor does not remove and replace any such condemned work within a reasonable time after a written notice by the Owner or the Owner's Representative, Owner may remove and replace it at Contractor's expense.

Neither the final payment, nor certification of final completion or substantial completion, nor any provision in the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and Contractor shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of two (2) years from the date of certification of final completion by Owner's Representative.

46. PAYMENT WITHHELD

The Owner or Owner's Representative may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certification to such extent as may be necessary to protect itself from loss on account of:

- (a) Defective work not remedied and/or work not performed.
- (b) Claims filed or reasonable evidence indicating possible filing of claims.
- (c) Damage to another contractor.

When the above grounds are removed, or the Contractor provides a surety bond satisfactory to the Owner, in the amount withheld, payment shall be made for amounts withheld because of them.

47. CLAIM OR DISPUTE

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the Contractor shall be in writing and filed with the Owner's Representative within fifteen (15) calendar days after the Owner's Representative has given any direction, order or instruction to which the Contractor desires to take exception. Timely written notice of dispute as provided in this contract of any decision by Owner's Representative or Owner shall be a condition precedent to the bringing and/or assertion of any action or claim by Contractor of any right under this Contract. If the matters set forth in the notice of dispute are not granted or otherwise responded to by Owner's Representative within fifteen (15) calendar days of receipt of notice of dispute by Owner's Representative, said objections shall be deemed denied. Any decision by the Owner's Representative, or deemed denial by the Owner's Representative, shall be final and conclusive in the absence of fraud. It is further agreed that the acceptance by the Contractor of the final payment shall be a bar to any and all claims of the Contractor, and constitute a waiver of the right to assert any claim against Owner, Owner's agents and employees and Owner's Representative, by Contractor.

48. NON-COMPLIANCE AND/OR ABANDONMENT BY CONTRACTOR

In case the Contractor should (1) abandon and fail or refuse to resume work within fifteen (15) calendar days after written notification from the Owner or the Owner's Representative, or (2) if the Contractor fails to comply with the written orders of the Owner's Representative, when such orders are consistent with this contract, then the Surety on the bond shall be notified in writing and directed to complete the work and a copy of said notice shall be delivered to the Contractor. In the event a bond is not required by law, or otherwise obtained by the Contractor, no further notice of such non-compliance to Contractor shall be required.

After receiving said notice of abandonment or non-compliance, the Contractor shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under the contract for work, may be held for use on the work by the Owner or the Surety of the Contractor, or another contractor, in completion of the work; and the Contractor shall not receive any rental or credit therefore (except when used in connection with Extra Work, where credit shall be allowed as provided for under paragraph 24 of this contract); it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In the event the Contractor, or Surety, whichever is applicable, should fail to commence compliance with the notice hereinbefore provided within ten (10) calendar days after service of such notice, and/or shall fail to proceed with diligence to complete the project as contemplated and in compliance with all terms and provisions of the contract documents, then the Owner may exercise any and all remedies available to it pursuant to law, contract, equity or otherwise, including, but not limited to, providing for completion of the work in either of the following elective manners:

- (a) The Owner may employ such force of men and use of machinery, equipment, tools, materials and supplies as said Owner may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said Contractor, and the expense so charged shall be deducted and paid by the Owner out of such moneys as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the Contractor, then said Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said Contractor, then the Contractor and/or its Surety shall pay the amount of such excess to the Owner; or

- (b) The Owner, under sealed bids, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the Owner under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the Contractor and the Surety shall be and remain bound therefore. Should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the work under this contract, the Contractor or his Surety shall be credited therewith.

In the event the Owner's Representative elects to complete the work, as described above, when the work shall have been finally completed, the Contractor and his Surety shall be so notified and certification of completion as provided in paragraph 44 hereinabove set forth, shall be issued. A complete itemized statement of the contract accounts, certified to by Owner's Representative as being correct shall then be prepared and delivered to Contractor and his Surety, if applicable, whereon the Contractor or his Surety, or the Owner as the case may be, shall pay the balance due as reflected by said statement within 30 days after the date of certification of completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the Owner had the work been completed by the Contractor under the terms of this contract, or when the Contractor and/or his Surety, if applicable, shall pay the balance shown to be due by them to the Owner, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over to the Contractor and/or his Surety, if applicable. Should the cost to complete the work exceed the contract price, and the Contractor and/or his Surety, if applicable, fail to pay the amount due the Owner within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials shall be mailed to the Contractor and his Surety, if applicable, at the respective addresses designated in this contract; provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the Contractor and his Surety, if applicable, subject only to the duty of the Owner to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice the Owner may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the Contractor and his Surety, if applicable. Such sale may be made at either public or private sale, with or without notice, as the Owner may elect. The Owner shall release any machinery, equipment, tools, materials, or supplies that remain on the jobsite and belong to persons other than the Contractor or his Surety, if applicable, to their proper owners.

The remedies provided to Owner by law, equity, contract, or otherwise, shall be cumulative, to the extent permitted by law. It is expressly agreed and understood that the exercise by Owner of the remedies provided in this paragraph shall not constitute an election of remedies on the part of Owner, and Owner, irrespective of its exercise of remedies hereunder, shall be entitled to exercise concurrently or otherwise, any and all other remedies available to it, by law, equity, contract or otherwise, including but not limited to, liquidated damages, as provided in paragraph 34, hereinabove set forth.

49. LIMITATION ON CONTRACTOR'S REMEDY

The remedies of Contractor hereunder shall be limited to, and Owner shall be liable only for, work actually performed by Contractor and/or its subcontractors as set forth in the contract documents, and Owner shall not be liable for any consequential, punitive or indirect loss or damage that Contractor may suffer in connection with the project which is the subject matter of this contract.

50. BONDS

The Contractor is required to furnish a performance bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds \$100,000 and the Contractor is required to furnish a payment bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds \$50,000. All bonds shall be submitted on forms supplied by the Owner, and executed by an approved Surety Company authorized to do business in the State of Texas. It is further agreed that this contract shall not be in effect until such bonds are so furnished.

51. SPECIAL CONDITIONS

In the event special conditions are contained herein as part of the contract documents and said special conditions conflict with any of the general conditions contained in this contract, then in such event the special conditions shall control.

52. LOSS OR EXPENSE DUE TO UNUSUAL OR UNANTICIPATED CIRCUMSTANCES

Unless otherwise specified herein, all loss, expense or damage to the Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance or from unusual obstructions or difficulties, naturally occurring, man made or otherwise, which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at his own cost and expense.

53. INDEPENDENT CONTRACTOR

Contractor is, and shall remain, an independent contractor with full, complete and exclusive power and authority to direct, supervise, and control its own employees and to determine the method of the performance of the work covered hereby. The fact that the Owner or Owner's Representative shall have the right to observe Contractor's work during Contractor's performance and to carry out the other prerogatives which are expressly reserved to and vested in the Owner or Owner's Representative hereunder, is not intended to and shall not at any time change or effect the status of the Contractor as an independent contractor with respect to either the Owner or Owner's Representative or to the Contractor's own employees or to any other person, firm, or corporation.

54. CLEANING UP

The Contractor shall at all times keep the premises free from accumulation of debris caused by the work, and at the completion of the work Contractor shall remove all such debris and also its tools, scaffolding, and surplus materials and shall leave the work room clean or its equivalent. The work shall be left in good order and condition. In case of dispute Owner may remove the debris and charge the cost to the Contractor.

55. HAZARDOUS SUBSTANCES AND ASBESTOS

Hazardous Substances (herein so called), as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C.S. §9601(14)) and the regulations promulgated thereunder, as same may be amended from time to time, hydrocarbons or other petroleum products or byproducts and/or asbestos, in any form, shall not (i) be utilized, in any way, manner or form, in the construction of, or incorporation into, the Project; or (ii) be brought upon, placed, or located, by any party, on the Project site, or any other property of the City, without the written consent of the Owner's Representative. If Contractor believes that the utilization of a Hazardous Substance, hydrocarbons or other petroleum products or byproducts and/or asbestos is necessary in the construction of the Project, or that it is necessary to place and/or otherwise locate upon the site of the Project or other property of the City, a Hazardous Substance, hydrocarbons or other petroleum products or byproducts and/or asbestos, Contractor shall notify the Owner's Representative, and request consent therefrom, at least twenty (20) days prior to such action. Owner's Representative may grant or deny the request of Contractor and provide whatever requirements such consent, if granted, is conditioned upon, in its sole and absolute discretion. If

the request of Contractor is not granted, or otherwise not responded to, by Owner's Representative within five (5) days of the receipt of said request, said request shall be deemed to be denied.

In the event Owner's Representative shall consent to the request of Contractor, Contractor shall be responsible for ensuring that all personnel involved in the Project are (i) trained for the level of expertise required for proper performance of the actions contemplated by this Contract and, in particular, in all aspects of handling, storage, disposal and exposure of Hazardous Substances, hydrocarbons or other petroleum products or byproducts and/or asbestos; and (ii) are provided and utilize all protective equipment, including without limitation, personal protective gear, necessary to provide protection from exposure to Hazardous Substances, hydrocarbons or other petroleum products or byproducts and/or asbestos.

56. NONAPPROPRIATION

All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Texarkana for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

57. THE CITY RIGHT TO AUDIT

At any time during the term of this Contract and for a period of four (4) years thereafter the City or a duly authorized audit representative of the City, or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided under this Contract. In the event such an audit by the City reveals any errors/overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

58. NON-ARBITRATION

The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

59. HOUSE BILL 2015

House Bill 2015, signed by the Governor on June 14, 2013 and effective on January 1, 2014, authorizes a penalty to be imposed on a person who contracts for certain services with a governmental entity and who fails to properly classify their workers. This applies to subcontractors as well. Contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized \$200 for each individual that has been misclassified (Texas Government Code Section 2155.001).

60. HOUSE BILL 1295: DISCLOSURE OF INTERESTED PARTIES

House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the

governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Section 2252.908 requires the disclosure form to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity or state agency before the contract may be signed or has a value of at least \$1 million. Instructions for completing Form 1295 are available at:

<http://www.ci.Texarkana.tx.us/departamental-websites/departments/purchasing/vendor-information>

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☒ Promote an Environmentally Sensitive & Livable Community ☒ Provide a Safe Community ☒ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☒ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☒ Model a Positive City Image ☐ Deliver Efficient Services ☒ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☒ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: Low

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

☐ Newspaper Notice (Required by Statute)	☐ Public Hearing (Required by Statute)
☐ Public Forum/Input Session	☐ Press Release
☐ E-News Distribution	☐ Website Notice
☐ Social Media (Twitter, Facebook, etc.)	☐ Special Mailing
☐ Flyers Posted	☐ Banners Posted
☐ Survey	☐ Automated Phone Call
☒ None Required	☐

Other:

RESOLUTION NO. 2018 - 061

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH TOTAL HIGHWAY MAINTENANCE TO COMPLETE THE PARKING AND TWO-WAY CONVERSION OF CERTAIN DOWNTOWN STREETS AND PURCHASE/CONTRACT FOR ADDITIONAL CROSSWALK AND LIGHTING IMPROVEMENTS FOR A TOTAL PROJECT COST NOT TO EXCEED FOUR HUNDRED SEVEN THOUSAND DOLLARS \$407,000; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, issued invitations for bid for two-way streets conversion downtown; and

WHEREAS, in response, two (2) bids were received and are summarized in the Bid Tab Sheet on the attached **Exhibit "A"**; and where quotes were received for crosswalk and lighting improvements; and

WHEREAS, the overall lowest and responsible bid was submitted by Total Highway Maintenance, of Cedar Hill, Texas; and a quote for crosswalk improvements was received from Paveway Systems (**ATTH 07**); and a quote for lighting improvements was received from Dealers Electrical Supply (**ATTH 05**) for Holophane Granville Premier LED; and

WHEREAS, funds are available in the Capital Improvement Plan Bond Fund budget for fiscal year 2018.

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

SECTION 1: That the responsible bid to complete two-way streets conversion in downtown Texarkana, Texas, is Total Highway Maintenance of Cedar Hill, Texas, and therefore its bid is accepted; and where quotes were received for crosswalk and lighting improvements directly from vendors, Paveway Systems and Dealers Electrical Supply for Holophane Granville Premier LED, and therefore, these quotes are accepted.

SECTION 2: That that the City Manager is authorized to enter into contracts not to exceed \$407,000.00.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **11th day of June, 2018**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

PARKING AND TWO WAY CONVERSION Project Costs

2018-061 ATTH 03

				Total Project Cost
ITEM	DESCRIPTION	QTY	U/M	EACH
1	Traffic Stripe (4"wide) Yellow	18,990	L. F	0.37
2	Traffic Stripe (4"wide) Broken Yellow (Lane Lines)	223	L. F	1.00
3	Traffic Stripe (4"wide) White for parking spaces	14,309	L. F	0.25
4	Traffic Stripe (4"wide) White for Hatched Islands	24,218	L. F	0.37
5	Traffic Stripe (8"wide) Yellow lane Transition Hatch	173	L. F	1.00
6	Traffic Stripe (4"wide) White Lane Lines	1,049	L. F	0.37
7	Traffic Stripe (4"wide) Broken White Lane Lines	494	L. F	1.00
8	Traffic Strip (24"wide) White Stop Lines	768	L. F	6.00
9	Traffic Strip (24"wide) White Crosswalk Markings	3533	L. F	6.00
10	Traffic Strip (24"wide) White Crosswalk Markings - Broad Street	280	L. F	6.00
11	Lane Marking (Sharrow) White	62	EA	415.00
12	Lane Marking (Only + Arrows) White	6	EA	325.00
13	Lane Marking (Arrows) White	9	EA	125.00
14	Install Intersection Lane Control (R3-8 series) AND	4	EA	575.21
15	Install "Right Lane Must Turn Right" sign (R3-7R) and Post	1	EA	575.21
17	Install "ALL-WAY" Sign (R1-1) on Stop Sign Post	27	EA	152.63
18	Install "Do Not Enter" sign (R5-1) on Stop Sign Post	2	EA	245.36
19	Install "Stop Ahead" Sign (W3-1) and Post	6	EA	575.21
20	Install "Stop Ahead" Sign (W3-1) and Post	1	EA	575.21
21	Install Object Marker (OM-3R) and Post	3	EA	225.00
22	Install Yellow Surface Mounted Delineator & Post	8	EA	89.00
23	Existing Sign and Post Removal	1	LOT	4,400.00
24	Pavement Marking Removal	1	LOT	14,000.00
AA-2	Decorative Sign Post and "STOP" sign 1. 1.75" Square Punched Black Powder Coated Pole(12') with 2" square stub. 2. Stop Signs shall be 36" for all multi-lane approaches and 30" for others, both with a black laminate backer.	51	EA	575.21
AA-4	Traffic Stripe (24" Wide) White (Stop Lines) Broad Street	3456	L.F	0.25
AA-5	Traffic Stripe (24" Wide) White (Stop Lines) Broad Street	125	L.F	6.00
AA-6	Traffic Stripe (4" Wide) Yellow Broad Street	2287	L.F	1.00
AA-7	Traffic Stripe (4"Wide) White Hatched Islands Broad Street	870	L.F	0.37
AA-9	Install Granville Premier LED	16	EA	2,850.00
AA-9a	Install Additional 11 Granville Premier LED	11	EA	2,850.00
AA-11	Traffic Strip (12"wide) White Crosswalk markings 3 rd & Texas, 4 th & Texas & 4 th & Main	1600	L.F	4.00
AA-12	Remove Traffic Stripe (6"Wide) White Crosswalk Markings, 3 rd & Texas, 3 rd & Main	1	LOT	6,500.00

Project Subtotal

Dealers Electrical Supply Holophane Granville Premier LED	27	Each	2676.11
Paveway Crosswalk System at Intersections 266.66 Square Yards	266.66	SY	14.41

Subtotal

Contingency

Total Project Costs

Highway Mint
lar Hill, TX
TOTAL
\$7,026.30
\$223.00
\$3,577.25
\$8,960.66
\$173.00
\$388.13
\$494.00
\$4,608.00
\$21,198.00
\$1,680.00
\$25,730.00
\$1,950.00
\$1,125.00
\$2,300.84
\$575.21
\$4,121.01
\$490.72
\$3,451.26
\$575.21
\$675.00
\$712.00
\$4,400.00
\$14,000.00
\$29,335.71
\$864.00
\$750.00
\$2,287.00
\$321.90
\$45,600.00
\$31,350.00
\$6,400.00
\$6,500.00

\$231,843.20

\$72,254.97
\$34,583.14

\$338,681.31
\$68,318.69

\$407,000.00

SUBMIT BID TO: CITY OF TEXARKANA, TEXAS PURCHASING AND CONTRACTS DEPARTMENT MAILING ADDRESS: P O BOX 1967 TEXARKANA, TEXAS 75504 EXPRESS MAIL ADDRESS: 220 TEXAS BLVD TEXARKANA, TEXAS 75501		 CITY OF TEXARKANA INVITATION FOR BID	
CONTACT PERSON: Sharon Moore			
TEL: 903-798-3976 FAX: 903-798-3922 Sharon.moore@txkusa.org			
TITLE: Texarkana Parking and Two-Way Conversion		NUMBER: 18-2001-06	Bid Opening Date: May 15, 2018 @2:00 PM CST
PRE-BID DATE, TIME AND LOCATION: May 8, 2018 @ 2:00 P.M. at the 2 nd Floor Conference Room, 220 Texas Blvd, Texarkana, TX 75501			<u>BID F.O.B. DESTINATION</u>
Enter Company Name:			
Enter Name of Respondent:			
Enter Mailing Address:			
Enter the following information: Telephone Number: () _____ - _____ Email Address: _____			

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED BIDDER HAVING EXAMINED THE INVITATION TO BID AND SPECIFICATIONS, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE FOLLOWING BID FOR FURNISHING THE MATERIAL, EQUIPMENT, LABOR AND EVERYTHING NECESSARY FOR PROVIDING THE ITEMS LISTED ON THE ATTACHED BID FORM AND AGREES TO DELIVER SAID ITEMS AT THE LOCATIONS AND FOR THE PRICES SET FORTH ON THE BID FORM. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE AND SIGN THIS PORTION MAY RESULT IN BID REJECTION.

Authorized Signature

Title

Print/Type Name

Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

FAX RESPONSES SHALL NOT BE ACCEPTED

**City of Texarkana, TX
IFB 18-2001-06
Texarkana Parking and Two-Way Conversion
Contractor Checklist**

Before submitting your bid, please ensure you have completed and included the following documents in the order they are listed. The contractor is only to submit (1) one original unbound copy of every item listed.

1. _____ Carefully read and understand the plans and specifications and properly complete the BID SUBMITTAL FORM. Bid submittal form **MUST** be completed in blue or black ink or by typewriter. Signatures must be original, in blue or black ink, and by hand. **The bidder binds himself on acceptance of his bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated below.** In case of a discrepancy between the Unit Price and the Extended Total for a Bid item, the Unit Price will be taken. Include corporate seal and Secretary's signature. Identify addenda received (if any). Include firm's FEDERAL TAX ID number or Owner's SOCIAL SECURITY number.
 2. _____ Include BID BOND or CASHIER'S OR CERTIFIED CHECK as your bid surety. Failure to provide a bid surety **WILL** result in automatic rejection of your bid.
 3. _____ Complete and sign the CITY OF TEXARKANA INSURANCE REQUIREMENT AFFIDAVIT. Contractor's signature must be original.
 4. _____ Clearly mark the bid number, title, due date and time and your company name and address on the outside of the envelope or container.
 5. _____ Ensure your bid is **RECEIVED** by the City of Texarkana Purchasing and Contract Management Office prior to the deadline. Late bids will not be accepted.
 6. _____ Complete and sign the SAFETY RECORD QUESTIONNAIRE. All "YES" responses must be explained in detail and submitted with Bid.
 7. _____ Complete and sign the SUSPENSION AND DEBARMENT CERTIFICATION. *Include firm's **FEDERAL TAX ID number or Owner's SOCIAL SECURITY number.***
 8. _____ Complete and submit the CONFLICT OF INTEREST QUESTIONNAIRE.
 9. _____ Chapter 2270 Prohibition on Contracts with Companies Boycotting Israel
 10. _____ Complete and submit the LIST OF SUB-CONTRACTORS.
- DOCUMENTS REQUIRED WITHIN SEVEN BUSINESS DAYS AFTER CLOSING:**
11. _____ Complete and submit the **FINAL** LIST OF SUB-CONTRACTORS.
- DOCUMENTS REQUIRED BEFORE CONTRACT IS FINALIZED:**
12. _____ Please acknowledge and submit the **ONLINE DISCLOSURE OF INTERESTED PARTIES FORM 1295** within the specified time according to Texas Government Code 2252.908 using the Texas Ethics Commission website.

FAILURE TO PROVIDE ANY OF THE ABOVE MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE AND, THEREFORE, NOT FURTHER EVALUATED. PLEASE INCLUDE THIS COMPLETED PAGE AS THE FIRST PAGE OF YOUR BID SUBMITTAL.

(Type or Print Company Name)

NOTICE TO BIDDERS**IFB 18-2001-06**

Sealed bids addressed to Sharon Moore, Manager of Purchasing, Contracts, and Risk Management, City of Texarkana, Texas, will be received in the office of the Purchasing, City Hall, 220 Texas Blvd, 2nd Floor, Texarkana, Texas, 75501, until **2:00 p.m. on May 15, 2018**, or as changed by the issuance of formal addenda to all planholders, to furnish all labor and materials and perform all work for the construction of the following described project:

Texarkana Parking and Two-Way Conversion

After the expiration of the time and date above first written, said sealed bids will be opened in the Purchasing Office and publicly read aloud. It is the sole responsibility of the bidder to ensure that his bid is actually in the Purchasing Office for the City of Texarkana, before the expiration of the date above first written.

Bids are due at **2:00 p.m. on May 15, 2018**, and in the event that said contract price exceeds \$50,000 the City of Texarkana City Council will consider the bids at City Hall, 220 Texas Blvd., Texarkana, Texas, or as soon thereafter as may be reasonably convenient, subject to the right to reject any or all bids and waive any formalities. The successful bidder will be required to furnish a performance bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds \$100,000 and the successful bidder will be required to furnish a payment bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds \$50,000. Said statutory bonds should be issued by a company carrying a current **Best Rating of "A" or better. THE BONDS MUST BE IN A FORM ACCEPTABLE TO THE CITY ATTORNEY AND MUST BE DATED THE SAME DATE THAT THE CONTRACT WAS AWARDED.** The estimated budget for this project is \$130,000.

Bidders are required, whether or not a payment or performance bond is required, to submit a cashier's or certified check issued by a bank satisfactory to the City of Texarkana, or a bid bond from a reliable surety company, payable without recourse to the order of the City of Texarkana in an amount not less than 5% of the total amount of the bid submitted as a guarantee that bidder will enter into a contract and execute all necessary bonds (if required) within ten (10) business days after notice of award of the contract to him. **FAILURE OF THE BIDDER TO INCLUDE BID SECURITY WITH THE BID SUBMITTAL SHALL CONSTITUTE A NONRESPONSIVE BID AND RESULT IN DISQUALIFICATION OF THE BID SUBMITTAL.**

It shall be each bidder's sole responsibility to inspect the site of the work and to inform himself regarding all local conditions under which the work is to be done. It shall be understood and agreed that all such factors have been thoroughly investigated and considered in the preparation of the bid submitted. There will be a mandatory pre-bid conference on **May 8, at 2:00 p.m., at 220 Texas Blvd, Conference Room 2nd Floor, Texarkana, TX.**

Bidders may download copies of the plans and specifications on the City's website, under the purchasing department, bid opportunities. <http://www.ci.texarkana.tx.us/>

Each bidder's attention is directed to Texas Government Code, Chapter 2258, Prevailing Wage Rates, and the requirements contained therein concerning the wage scale and payment by the contractor of the prevailing rates of wages as heretofore established by owner in said wage scale.

The City of Texarkana hereby notifies bidders that in regard to any contract entered into pursuant to this advertisement, minority and women business enterprises shall be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration for an award.

The City of Texarkana does not discriminate against persons with disabilities. City of Texarkana pre-bid meetings and bid openings are available to all persons regardless of disability. If you require special assistance, please contact the Purchasing Office at (903) 798-3976 or write to Post Office Box 1967, Texarkana, Texas 75504 at least 48 hours in advance of the meeting.

CITY OF TEXARKANA

Sharon Moore

PURCHASING, CONTRACTS
AND RISK MANAGEMENT MANAGER

GENERAL INSTRUCTIONS TO BIDDERS

1 BID DELIVERY, TIME & DATE

- 1.1 The City of Texarkana is seeking written and sealed competitive bids to furnish **Texarkana Parking and Two-Way Conversion** per the attached specifications and contract documents. Sealed bids will be received no later than **2:00 p.m., on May 15, 2018,** at the office listed below. Any bid received after the date and hour specified will be rejected and returned unopened to the bidder. Each bid and supporting documentation must be in a sealed envelope or container plainly labeled in the lower left-hand corner: **"IFB 18-2001-06, Texarkana Parking and Two-Way Conversion "** and the bid opening date and time. Bidders must also include their company name and address on the outside of the envelope or container. Bids must be addressed to:

Sharon Moore, Purchasing, Contract and Risk Management Manager
City of Texarkana
220 Texas Blvd.
Texarkana, Texas 75501

- 1.2 Bidders are responsible for making sure certain bids are delivered to the Purchasing Office. Mailing of a bid does not ensure that the bid will be delivered on time or delivered at all. If bidder does not hand deliver bid, we suggest that he/she use some sort of delivery service that provides a receipt.
- 1.3 Bids will be accepted in person, by United States Mail, by United Parcel Service, or by private courier service. No bids will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or telefacsimile transmission. **THE CITY WILL NOT ACCEPT FAX BIDS.**
- 1.4 The City of Texarkana reserves the right to postpone the date and time for opening bids through an addendum.

2 PRE-BID MEETING

- 2.1 For the purpose of familiarizing bidders with the requirements, answering questions, and issuing addenda as needed for the clarification of the Invitation for Bid (IFB) documents, **a mandatory pre-bid meeting will be held May 8, 2018, at 10:00 a.m., at 220 Texas Blvd, 2nd Floor Conference Room, Texarkana, TX.** All persons attending the meeting will be asked to identify themselves and the prospective bidder they represent.
- 2.2 It is the bidder's responsibility to attend the pre-bid meeting to be able to receive any addenda. Addenda is generally published on the City Website. The City will not be responsible for providing information discussed at the pre-bid meeting to bidders who do not attend the pre-bid meeting.

3 ADDENDA & MODIFICATIONS

- 3.1 Any changes, additions, or clarifications to the IFB are made by **ADDENDA** information available over the Internet at ci.texarkana.tx.us/. **We strongly suggest that you check for any addenda a minimum of forty-eight hours in advance of the response deadline. BUSINESSES WITHOUT INTERNET ACCESS** may use computers available at most public libraries.
- 3.2 Any bidder in doubt as to the true meaning of any part of the specifications or other documents may request an interpretation thereof from the Purchasing Office. At the request of the bidder, or in the event the Purchasing Office deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing Office. Such addenda will be available over the Internet at ci.texarkana.tx.us/ under the Purchasing Department and will become part of the bid package having the same binding effect as provisions of the original IFB. **NO VERBAL EXPLANATIONS OR INTERPRETATIONS WILL BE BINDING.** In order to have a request for interpretation considered, the request must be submitted in writing and must be received by the City of Texarkana Purchasing Office no later than five (5) calendar days before the bid closing date.

- 3.3 All addenda, amendments, and interpretations of this solicitation shall be in writing. The City of Texarkana shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the City of Texarkana Purchasing Office in writing or in this IFB should be used in preparing bid responses. All contacts that a bidder may have had before or after receipt of this IFB with any individuals, employees, or representatives of the City and any information that may have been read in any news media or seen or heard in any communication facility regarding this bid should be disregarded in preparing responses.
- 3.4 The City does not assume responsibility for the receipt of any addendum sent to bidders.

4 EXAMINATION OF DOCUMENTS AND REQUIREMENTS

- 4.1 Each bidder shall carefully examine all IFB documents and thoroughly familiarize itself with all requirements before submitting a bid to ensure that their bid meets the intent of these specifications.
- 4.2 Before submitting a bid, each bidder shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this Invitation for Bid. Failure to make such investigations and examinations shall not relieve the bidder from obligation to comply, in every detail, with all provisions and requirements of the Invitation for Bid.
- 4.3 **Notices of any discrepancies or omissions in these plans, specifications, or contract documents, shall be given to the Purchasing Office and a clarification obtained before the bids are received, and if no such notice is received by the Purchasing Office prior to the opening of bids, then it shall be deemed that the bidder fully understands the work to be included and has provided sufficient sums in its bid to complete the work in accordance with these plans and specifications. If bidder does not notify Purchasing Office before bidding of any discrepancies or omissions, then it shall be deemed for all purposes that the plans and specifications are sufficient and adequate for completion of the project. It is further agreed that any request for clarification must be submitted no later than five (5) calendar days prior to the bid closing date.**

5 BID PREPARATION COSTS

- 5.1 Issuance of this IFB does not commit the City of Texarkana, in any way, to pay any costs incurred in the preparation and submission of a bid.
- 5.2 The issuance of this IFB does not obligate the City of Texarkana to enter into contract for any services or equipment.
- 5.3 All costs related to the preparation and submission of a bid shall be paid by the bidder.

6 TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

- 6.1 If you consider any portion of your bid to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.
- 6.2 The City of Texarkana will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your bid is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your bid that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester.
- 6.3 Marking your entire bid **CONFIDENTIAL/PROPRIETARY** is not in conformance with the Texas Open Records Act.

7 LICENSES, PERMITS, TAXES

The price or prices for the work shall include full compensation for all taxes, permits, etc. that the bidder is or may be required to pay.

8 UTILIZATION OF LOCAL BUSINESS RESOURCES

Prospective bidders are strongly encouraged to explore and implement methods for the utilization of local resources, and to outline in their bid submittal how they would utilize local resources.

9 CONFLICT OF INTEREST

9.1 The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Texarkana.

9.2 By signing and executing this bid, the bidder certifies and represents to the City the bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this bid.

10 CONTRACT DOCUMENTS

10.1 All work covered by the contract shall be done in accordance with contract documents described in the General Conditions.

10.2 All bidders shall be thoroughly familiar with all of the requirements set forth on the contract documents for the construction of this project and shall be responsible for the satisfactory completion of all work contemplated by said contract documents.

11 PLANS FOR USE BY BIDDERS

It is the intent of the City of Texarkana that all parties with an interest in submitting a bid on the project covered by the contract documents be given a reasonable opportunity to examine the documents and prepare a bid without charge or forfeiture of deposit. The contract documents may be examined without charge as noted in the Notice to Bidders.

12 BIDDER INQUIRIES AND CLARIFICATION OF REQUIREMENTS

12.1 It is the intent and purpose of the City of Texarkana that this request permit competitive bids. It shall be the bidder's responsibility to advise the Purchasing Office if any language, requirements, etc., or any combinations thereof, inadvertently restricts or limits the requirements stated in this ITB to a single source. Such notification must be submitted in writing and must be received by the City of Texarkana Purchasing Office no later than five (5) calendar days before the bid closing date. A review of such notifications will be made.

12.2 NO BIDDER SHALL REQUEST ANY INFORMATION VERBALLY. ALL REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING THIS INVITATION TO BID (ITB) MUST BE SUBMITTED IN WRITING NO LATER THAN FIVE (5) CALENDAR DAYS PRIOR TO THE BID CLOSING DATE AND ADDRESSED TO:

Sharon Moore, Purchasing, Contracts and Risk Management Manager
City of Texarkana
Purchasing Office
220 Texas Blvd
Texarkana, Texas 75501
Fax: 903-798-3976
Email: moores@txkusa.org

13 TIME AND ORDER FOR COMPLETION

- 13.1 The construction covered by the contract documents shall be substantially completed within **120 Calendar Days** from the date specified in the Notice to Proceed issued by the City of Texarkana to the successful bidder.
- 13.2 The Contractor will be permitted to prosecute the work in the order of his own choosing, provided, however, the City reserves the right to require the Contractor to submit a progress schedule of the work contemplated by the contract documents. In the event the City requires a progress schedule to be submitted, and it is determined by the City that the progress of the work is not in accordance with the progress schedule so submitted, the City may direct the Contractor to take such action as the City deems necessary to ensure completion of the project within the time specified.

14 PAYMENT

All payments due to Contractor shall be made in accordance with the provisions of the General Conditions of the contract documents.

15 AFFIDAVITS OF BILLS PAID

The City of Texarkana reserves the right, prior to final acceptance of this project to require the Contractor to execute an affidavit that all bills for labor, materials and incidentals incurred in the construction of the improvements contemplated by the contract documents have been paid in full and that there are no claims pending, of which the Contractor has been notified.

16 MATERIALS AND WORKMANSHIP

The intent of these contract documents is that only materials and workmanship of the best quality and grade will be furnished. The fact that the specifications may fail to be sufficiently complete in some detail will not relieve the Contractor of full responsibility for providing materials of high quality and for protecting them adequately until incorporated into the project. The presence or absence of a representative of the City on the site will not relieve the Contractor of full responsibility of complying with this provision. The specifications for materials and methods set forth in the contract documents provide minimum standards of quality, which the Owner believes necessary to procure a satisfactory project.

17 GUARANTEES

- 17.1 All equipment and materials incorporated in the project and all construction shall be guaranteed against defective materials and workmanship. Prior to final acceptance, the Contractor shall furnish to the Owner, a written general guarantee which shall provide that the Contractor shall remedy any defects in the work, and pay for any and all damages of any nature whatsoever resulting in such defects, when such defects appear within TWO years from date of final acceptance of the work as a result of defective materials or workmanship, at no cost to the Owner (City of Texarkana).
- 17.2 Notwithstanding any provisions contained in the contractual agreement, the Contractor represents and warrants fault-free performance and fault-free result in the processing date and date-related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. Also, the Contractor warrants calculations will be recognized and accommodated and will not, in any way, result in hardware, software or firmware failure. The City of Texarkana, at its sole option, may require the Contractor, at any time, to demonstrate the procedures it intends to follow in order to comply with all the obligations contained herein.
- 17.3 The obligations contained herein apply to products and services provided by the Contractor, its sub-contractor or any third party involved in the creation or development of the products and services to be delivered to the City of Texarkana under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Texarkana availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default.

17.4 The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation to the Contractor's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

18 PLANS FOR THE CONTRACTOR

The contractor can access the plans on the City of Texarkana, Texas website under the Purchasing Department - bid opportunities - 18-2001-06 Plans.

19 PROTECTION OF THE WORK

The Contractor shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, and all means of construction, and any and all parts of the work whether the Contractor has been paid, partially paid, or not paid for such work, until the date the City issues its certificate of completion to Contractor. The City reserves the right, after the bids have been opened and before the contract has been awarded, to require of a bidder the following information:

- (a) The experience record of the bidder showing completed jobs of a similar nature to the one covered by the intended contract and all work in progress with bond amounts and percentage completed.
- (b) A sworn statement of the current financial condition of the bidder.
- (c) Equipment schedule.

20 TEXAS STATE SALES TAX

20.1 This contract is issued by an organization which qualifies for exemption provisions pursuant to provisions of Article 20.04 of the Texas Limited Sales, Excise and Use Tax Act.

20.2 The Contractor must obtain a limited sales, excise and use tax permit which shall enable him to buy the materials to be incorporated into the work without paying the tax at the time of purchase.

21 PROTECTION OF SUBSURFACE LINES AND STRUCTURES

It shall be the Contractor's responsibility to prosecute the work contemplated by the contract documents in such a way as to exercise due care to locate and prevent damage to all underground pipelines, utility lines, conduits or other underground structures which might or could be damaged by Contractor during the construction of the project contemplated by these contract documents. The City of Texarkana agrees that it will furnish Contractor the location of all such underground lines and utilities of which it has knowledge. However, such fact shall not relieve the Contractor of his responsibilities aforementioned. All such underground lines or structures cut or damaged by Contractor during the prosecution of the work contemplated by this contract shall be repaired immediately by Contractor to the satisfaction of the City of Texarkana, Texas, at Contractor's expense.

22 BARRICADES AND SAFETY MEASURES

The contractor shall, at his own expense, furnish and erect such barricades, fences, lights and danger signals, and shall take such other precautionary measures for the protection of persons, property and the work as may be necessary. The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, and lights to protect it, and when damage is incurred, the damaged portion shall be immediately removed and replaced by Contractor at his own cost and expense. The Contractor's responsibility for maintenance of barricades, signs, and lights shall not cease until the date of issuance to Contractor of City's certificate of acceptance of the project.

23 EXPLOSIVES

23.1 The use of explosives will not be permitted unless written permission to do so is obtained by the Contractor from the City. In all cases where written permission is obtained for the use of explosives, the Contractor shall assume full responsibility for all damage, which may occur as a direct or indirect result of the blasting. In addition, in all cases where explosives are authorized to be used, the Contractor shall use utmost care so as not to endanger life or property and the Contractor shall further

use only such methods as are currently utilized by persons, firms, or corporations engaged in similar type of construction activity.

- 23.2 Explosive materials shall not be stored or kept at the construction site by the Contractor.
- 23.3 In all cases where explosives are to be used during the construction of the project contemplated by this contract, it shall be the duty of the Contractor to notify each utility company having structures (above or below the ground) in proximity to the site of the work of Contractor's intention to use explosives, and such notice shall be given sufficiently in advance to enable the companies to take such steps as they may deem necessary to protect their property from injury. Such notice, however, shall not relieve the Contractor of responsibility for any damage resulting from his blasting operations.

24 CONTRACTOR'S REPRESENTATIVE

The successful bidder shall be required to have a responsible local representative available at all times while the work is in progress under this contract. The successful bidder shall be required to furnish the name, address and telephone number where such local representative may be reached during the time that the work contemplated by this contract is in progress.

25 INSURANCE

- 25.1 The Contractor shall not commence work under this contract until he has obtained all insurance as required in the General Conditions of the contract documents, from an underwriter authorized to do business in the State of Texas and satisfactory to the City. Proof of coverage shall be furnished to the City and written notice of cancellation or any material change will be provided ten (10) days in advance of cancellation or change. All policies shall contain an agreement on the part of the insurer waiving the right to subrogation. The Contractor shall procure and carry at his sole cost and expense through the life of this contract, insurance protection as hereinafter specified. Coverage in excess of that specified herein also shall be acceptable. Such insurance shall be carried with an insurance company authorized to transact business in the State of Texas and shall cover all operations in connection with this contract, whether performed by the Contractor or a subcontractor, or separate policies shall be provided covering the operation of each subcontractor. A certificate of insurance specifying each and all coverages shall be submitted before contract execution.

- 25.2 **PROOF OF COVERAGE SHALL BE FURNISHED TO THE CITY OF TEXARKANA IN THE FORM OF A CERTIFICATE OF INSURANCE. THE INSURANCE CERTIFICATES FURNISHED SHALL NAME THE CITY OF TEXARKANA AS ADDITIONAL INSURED ON AUTO/GENERAL LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS TO INCLUDE PRODUCTS OF COMPLETE OPERATIONS. PROVIDE A WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF TEXARKANA. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE TO THE OWNER ALL PROOF OF COVERAGE INSURANCE DOCUMENTS INCLUDING WORKERS COMPENSATION COVERAGE FOR EACH SUBCONTRACTOR. COPIES OF THE ENDORSEMENTS ARE REQUIRED.**

26 PROVISIONS CONCERNING ESCALATION CLAUSES

Bids submitted containing any conditions which provide for changes in the stated bid price due to increases or decreases in the cost of materials, labor or other items required for the project will be rejected and returned to the bidder without being considered.

27 PREPARATION FOR BID

- 27.1 The bidder shall submit his bid on forms furnished by the City, and all blank spaces in the form shall be correctly filled in, stating the price in numerals for which he intends to do the work contemplated or furnish the materials required. Such prices shall be written in ink, distinctly and legibly, or typewritten. In case of discrepancy between the unit price and the extended total for a bid item, the unit price will be taken. A bid that has been opened may not be changed for the purpose of correcting an error in the bid price.

- 27.2 If the bid is submitted by an individual, his name must be signed by him or his duly authorized agent. If a bid is submitted by a firm, association, or partnership, the name and address of each member must be given and the bid signed by a member of the firm, association or partnership, or person duly authorized. If the bid is submitted by a company or corporation, the company or corporate name and business address must be given, and the bid signed by an official or duly authorized agent. Powers of attorney authorizing agents or others to sign bids must be properly certified and must be in writing and submitted with the bid. The bid shall be executed in ink.
- 27.3 Each bid shall be enclosed in a sealed envelope, addressed as specified in the Notice to Bidders, and endorsed on the outside of the envelope in the following manner:

27.3.1 Bidder's name: _____

27.3.2 Bid for **"IFB 18-2001-06, TEXARKANA PARKING AND TWO-WAY CONVERSION"**

27.3.3 Bid submittals may be withdrawn and resubmitted at any time before the time set for opening of the bids, but no bid may be withdrawn or altered thereafter.

- 27.4 **Pursuant to Texas Local Government Code 252.043(g), a competitive sealed bid that has been opened may not be changed for the purpose of correcting an error in the bid price. THEREFORE, ANY CORRECTIONS TO THE BID PRICE MUST BE MADE ON THE BID SUBMITTAL FORM PRIOR TO BID OPENING.**

28 BOUND COPY OF CONTRACT DOCUMENTS

Bidder understands and agrees that the contract to be executed by bidder shall be bound and will include the following:

- (a) Notice to Bidders.
- (b) General Instructions to Bidders.
- (c) Bidder's Submittal.
- (d) Statutory Bonds (if required).
- (e) Contract Agreement.
- (f) General Conditions.
- (g) Special Conditions (if any).
- (h) Specifications.
- (i) Insurance Certificates for Contractor and all Sub-Contractors.
- (j) All other documents made available to bidder for his inspection in accordance with the Notice to Bidders.

If Plans and Specifications are too bulky or cumbersome to be physically bound, they are to be considered incorporated by reference into the aforementioned contract documents.

29 QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of the City of Texarkana that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City of Texarkana about the bidder's qualifications. The City of Texarkana may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City of Texarkana all information for this purpose that may be requested. The bidder's bid may be deemed not to meet specifications or the bid may be rejected if the evidence submitted by, or investigation of, the bidder fails to satisfy the City of Texarkana that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

- (a) The ability, capacity, skill, and financial resources to perform the work or provide the service required.

- (b) The ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- (d) The quality of performance of previous contracts or services.
- (e) The safety record of the Contractor and proposed Sub-Contractors

Before contract award, the recommended contractor for this project may be required to show that he has experience with similar projects that require the Contractor to plan his work efforts and equipment needs with City of Texarkana specifications in mind. Demonstration of experience shall include a complete list of ALL similar municipal and similar non-municipal current and completed projects for the past three (3) years for review. This list shall include the names of supervisors and type of equipment used to perform work on these projects. In addition, the Contractor may be required to provide the name(s) of supervisor(s) that will be used to perform work on this project in compliance with City of Texarkana specifications herein.

30 BID AWARD

- 30.1 The City of Texarkana reserves the right to reject any or all bids, reject any particular item on a bid, and to waive immaterial formalities and to accept the offer most advantageous to the City of Texarkana in its sole discretion. Unless otherwise specified herein, the City shall award the bid based on the total bid for Bid Items 1 through 24 plus the sum of any Alternate Bids or Options the City may select.
- 30.2 All bids are evaluated for compliance with specifications before the bid price is considered. Response to specifications is primary in determining the best low bid. Failure to comply with the specifications may result in disqualification of the bid.
- 30.3 In case of tie bids, preference will be given to local bidders. Consistent and continued tie bidding may be cause for rejection of bids by the City of Texarkana and/or investigation by the Attorney General to determine possible Anti-Trust violations.
- 30.4 Before the City may award a bid to a nonresident bidder, the nonresident bidder's bid must be lower than lowest bid submitted by a responsible Texas bidder by the same margin or amount that a Texas bidder would be required to underbid the nonresident bidder in the nonresident bidders' home state.
- 30.5 Any contract made, or purchase order issued, as a result of this Invitation to Bid, shall be entered into the State of Texas and under the laws of the State of Texas. In connection with the performance of work, the Bidder agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, and Local laws, regulations, and executive orders to the extent that the same may be applicable.
- 30.6 **NO INDIVIDUAL OF ANY USING DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT THE CITY TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THIS INVITATION TO BID.**

31 ANTI-LOBBYING PROVISION

- 31.1 DURING THE PERIOD BETWEEN THE BID CLOSE DATE AND THE CONTRACT AWARD, BIDDERS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR BID WITH ANY MEMBER OF THE TEXARKANA CITY COUNCIL OR CITY STAFF EXCEPT IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS, UNLESS REQUESTED BY THE CITY.

- 31.2 This provision is not meant to preclude bidders from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential bidders, assure that contract decisions are made in public, and to protect the integrity of the bid process. Violation of this provision may result in rejection of the bidder's bid.

BID SUBMITTAL FORM

BID SUBMITTAL FORM UNIT PRICE BID CONTRACT

DATE: _____

PROJECT NUMBER: **IFB 18-2001-06 Texarkana Traffic and Two-Way Conversion**

Bid of _____ (hereinafter called Bidder)

To the Honorable Mayor and City Council City of Texarkana, Texas (hereinafter called Owner)

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of the Texarkana parking and two way conversion having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below.

The bidder binds himself on acceptance of his bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated below.

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Traffic Stripe (4"wide) Yellow	LF	18,990	\$	\$
2	Traffic Stripe (4"wide) Broken Yellow (Lane Lines)	L.F.	223	\$	\$
3	Traffic Stripe (4"wide) White for parking spaces	LF	14,309	\$	\$
4	Traffic Stripe (4"wide) White for Hatched Islands	LF	24,218	\$	\$
5	Traffic Stripe (8"wide) Yellow lane Transition hatch	LF	173	\$	\$
6	Traffic Stripe (4"wide) White Lane Lines	LF	1,049	\$	\$
7	Traffic Stripe (4"wide) Broken White Lane Lines	LF	494	\$	\$
8	Traffic Strip (24"wide) White Stop lines	LF	768	\$	\$
9	Traffic Strip (24"wide) White Crosswalk markings	LF	3,533	\$	\$
10	Traffic Strip (24"wide) White Crosswalk markings Broad Street	LF	280	\$	\$
11	Lane Marking (Sharrow) White	EA	62	\$	\$

12	Lane Marking (Only + Arrows) White	EA	6	\$	\$
13	Lane Marking (Arrows) White	EA	9	\$	\$
14	Install Intersection Lane Control (R3-8 series) AND	EA	4	\$	\$
15	Install "Right Lane Must Turn Right" sign (R3-7R) and Post	EA	1	\$	\$
16	Install "STOP" Sign (R1-1) and Post	EA	31	\$	\$
17	Install "ALL-WAY" Sign (R1-1) on Stop Sign Post	EA	27	\$	\$
18	Install "Do Not Enter" sign (R5-1) on Stop Sign Post	EA	2	\$	\$
19	Install "Stop Ahead" Sign (W3-1) and Post	EA	6	\$	\$
20	Install "Lane Ends" Sign (W4-2) and Post	EA	1	\$	\$
21	Install Object Marker (OM-3R) and Post	EA	3	\$	\$
22	Install Yellow Surface Mounted Delineator and Post	EA	8	\$	\$
23	Existing Sign and Post Removal	Lump Sum	1	\$	\$
24	Pavement Marking Removal	Lump Sum	1	\$	\$
	TOTAL BASE BID, ITEMS (1-24)			SUB-TOTAL	\$
	ADDITIVE ALTERNATES				
AA-1	Lane Marking (Sharrow) White on 4 th St.; Elm St. to South Lake Drive	EA	52	\$	\$
AA-2	Decorative Sign Post and "STOP" sign 1. 1.75 inch Square Punched Black Power Coated Pole (12') with 2 inch square stub. 2. Stop signs shall be 36" for all	EA	51	\$	\$

	multi-lane approaches and 30" for others, both with a black laminate backer.				
AA-3	Paveway Stone – Thermo-Set Patterned Pavement ; 3 rd & Texas; 4 th & Texas; 3 rd & Main; 4 th & Main	S.F	3200	\$	\$
AA-4	Traffic Stripe (4" Wide) White (Parking spaces) (Broad Street)	L.F.	3456	\$	\$
AA-5	Traffic Stripe (24" Wide) White (Stop Lines) Broad Street	L.F.	125	\$	\$
AA-6	Traffic Stripe (4" Wide) Yellow Broad Street	L.F.	2287	\$	\$
AA-7	Traffic Stripe (4" Wide) White Hatched Islands Broad Street	L.F	870	\$	\$
AA-8	Granville Premier LED (GPD2 P40 50K)	EA	16	\$	\$
AA-9	Install Granville Premier LED	EA	16	\$	\$
AA-10	LED Box Light Replacement 3 rd and Oak Parking Lot	EA	6	\$	\$
AA-11	Traffic Strip (12' wide) White Crosswalk markings 3 rd & Texas, 4 th & Texas & 4 th & Main	LF	1600	\$	\$
AA-12	Remove Traffic Stripe (6' Wide) White Crosswalk Markings, 3 rd & Texas, 3 rd & Main	LT	1	\$	\$
				SUB-TOTAL	\$
				GRAND TOTAL	\$

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **120 CALENDAR DAYS** thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **\$200** for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 28 of the General Instructions to Bidders.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **70** calendar days after the scheduled closing time for receiving bids.

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this bid, and he further agrees to commence work on or before the date specified in the written notice to proceed, and to substantially complete the work on which he has bid; as provided in the contract documents.

Bidders are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Texarkana, or a bid bond from a reliable surety company, payable without recourse to the order of the City of Texarkana in an amount not less than five percent (5%) of the total amount of the bid submitted as a guarantee that bidder will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within **10** business days after notice of award of the contract to him

_____ Bidder's Initials

Enclosed with this bid is a Cashier's Check or Certified Check for _____ Dollars (\$ _____) or a Bid Bond in the sum of _____ Dollars (\$ _____), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within 10 business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.

Bidder understands and agrees that the contract to be executed by Bidder shall be bound and include all contract documents made available to him for his inspection in accordance with the Notice to Bidders.

Pursuant to Texas Local Government Code 252.043(g), a competitive sealed bid that has been opened may not be changed for the purpose of correcting an error in the bid price. **THEREFORE, ANY CORRECTIONS TO THE BID PRICE MUST BE MADE ON THE BID SUBMITTAL FORM PRIOR TO BID OPENING.**

Date: _____

Authorized Signature _____

(Printed or Typed Name) _____

Company _____

Address _____

City, _____ County _____

State _____ Zip Code _____

Telephone: _____ - _____

Fax: _____ - _____

FEDERAL TAX ID or SOCIAL SECURITY No. _____

EMAIL: _____

(Seal if Bidder is a Corporation)

ATTEST:

Secretary _____

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date _____

Addenda No. _____ Date _____

Addenda No. _____ Date _____

Addenda No. _____ Date _____

M/WBE Firm:

☐	Woman	☐	Black American	☐	Native American
☐	Hispanic American	☐	Asian Pacific American	☐	Other (Specify)

FOR CITY USE ONLY

Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____

Date of Award by City Council (for bids over \$50,000): _____ Date P.O./Contract Issued: _____

RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF TEXARKANA SPECIFICATIONS.

LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.

**City of Texarkana, TX
Insurance Requirement Affidavit**

To Be Completed by Bidder
Must be submitted with Bid

I, the undersigned Bidder, certify that the insurance requirements contained in this bid document have been reviewed by me and my Insurance Agent/Broker. If I am awarded this contract by the City of Texarkana, I will be able to, within ten (10) business days after being notified of such award by the City of Texarkana, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

Contractor (Original Signature)

Contractor (Print)

CONTRACTOR'S BUSINESS NAME: _____

(Print or Type)

CONTRACTOR'S FIRM ADDRESS: _____

NOTE TO CONTRACTOR

If the time requirement specified above is not met, the City has the right to reject this bid and award the contract to another contractor. If you have any questions concerning these requirements, please contact the Director of Purchasing & Contract Management Office for the City of Texarkana at (806) 775-2572.

City of Texarkana, TX
Safety Record Questionnaire

The City of Texarkana City Council desires to avail itself of the benefits of Section 252.0435 of the Local Government Code, and consider the safety records of potential contractors prior to awarding bids on City contracts. Pursuant to Section 252.0435 of the Local Government Code, City of Texarkana has adopted the following written definition and criteria for accurately determining the safety record of a bidder prior to awarding bids on City contracts.

The definition and criteria for determining the safety record of a bidder for this consideration shall be:

The City of Texarkana shall consider the safety record of the bidders in determining the responsibility thereof. The City may consider any incidents involving worker safety or safety of the citizens of the City of Texarkana, be it related or caused by environmental, mechanical, operational, supervision or any other cause or factor. Specifically, the City may consider, among other things:

- a. Complaints to, or final orders entered by, the Occupational Safety and Health Review Commission (OSHRC), against the bidder for violations of OSHA regulations within the past three (3) years.
- b. Citations (as defined below) from an Environmental Protection Agency (as defined below) for violations within the past five (5) years. Environmental Protection Agencies include, but are not necessarily limited to, the U.S. Army Corps of Engineers (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), the Texas Natural Resource Conservation Commission (TNRCC) (predecessor to the TCEQ), the Texas Department of State Health Services (DSHS), the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection or worker safety related laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notices of violation, notices of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.
- c. Convictions of a criminal offense within the past ten (10) years, which resulted from bodily harm or death.
- d. Any other safety related matter deemed by the City Council to be material in determining the responsibility of the bidder and his or her ability to perform the services or goods required by the bid documents in a safe environment, both for the workers and other employees of bidder and the citizens of the City of Texarkana.

In order to obtain proper information from bidders so that City of Texarkana may consider the safety records of potential contractors prior to awarding bids on City contracts, City of Texarkana requires that bidders answer the following three (3) questions and submit them with their bids:

QUESTION ONE

Has the bidder, or the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three (3) years?

YES _____ NO _____

If the bidder has indicated YES for question number one above, the bidder must provide to City of Texarkana, with its bid submission, the following information with respect to each such citation:

Date of offense, location of establishment inspected, category of offense, final disposition of offense, if any, and penalty assessed.

_____ Bidder's Initials

QUESTION TWO

Has the bidder, or the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations, of any kind or type, within the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.

YES _____ NO _____

If the bidder has indicated YES for question number two above, the bidder must provide to City of Texarkana, with its bid submission, the following information with respect to each such conviction:

Date of offense or occurrence, location where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.

QUESTION THREE

Has the bidder, or the firm, corporation, partnership, or institution represented by bidder, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years, of a criminal offense which resulted from serious bodily injury or death?

YES _____ NO _____

If the bidder has indicated YES for question number three above, the bidder must provide to City of Texarkana, with its bid submission, the following information with respect to each such conviction:

Date of offense, location where offense occurred, type of offense, final disposition of offense, in any, and penalty assessed.

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF TEXARKANA

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire shall be investigated, with my full permission, and that any misrepresentations or omissions may cause my bid to be rejected.

Signature

Title

City of Texarkana, TX
Chapter 2270 Prohibition on Contracts with Companies Boycotting Israel

House Bill 89, adopted by the 85th Legislature, created §2270.001, Texas Government Code, Section Subtitle F, Title 10, requires a company entering to a contract with a governmental entity or state agency to verify that the company: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. (Effective September 1, 2017)

I, the undersigned agent for the company named below, certify that the Company does not boycott Israel and will not boycott Israel during the term of the contract.

COMPANY NAME: _____

Signature of Company Official: _____

Date Signed: _____

Printed name of company official signing above: _____

LIST OF SUB-CONTRACTORS

IFB 18-2001-06 Texarkana Parking and Two Way Conversion

LIST OF SUB CONTRACTORS

	Company Name	Location	Services Provided	Minority Owned	
				Yes	No
1.				☐	☐
2.				☐	☐
3.				☐	☐
4.				☐	☐
5.				☐	☐
6.				☐	☐
7.				☐	☐
8.				☐	☐
9.				☐	☐
10.				☐	☐
11.				☐	☐
12.				☐	☐
13.				☐	☐
14.				☐	☐
15.				☐	☐
16.				☐	☐

Company

Address

City,

County

State

Zip Code

Telephone: _____ - _____

Fax: _____ - _____

**THIS FORM SHALL BE COMPLETED AND RETURNED ALONG WITH YOUR PROPOSAL
IF NO SUB-CONTRACTORS WILL BE USED PLEASE INDICATE SO**

PAYMENT BOND

**STATUTORY PAYMENT BOND PURSUANT TO SECTION 2253.021(a)
OF THE TEXAS GOVERNMENT CODE
(CONTRACTS MORE THAN \$50,000)**

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter called the Principal(s), as Principal(s), and

(hereinafter called the Surety(s), as Surety(s), are held and firmly bound unto the City of Texarkana (hereinafter called the Obligee), in the amount of _____ Dollars (\$ _____) lawful money of the United States for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day _____ of _____, 2018, to _____

and said Principal under the law is required before commencing the work provided for in said contract to execute a bond in the amount of said contract which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Section 2253.021(a) of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal (s) and Surety (s) have signed and sealed this instrument this _____ day of _____, 2018.

Surety _____

(Company Name)

*By: _____
(Title)

By: _____
(Printed Name)

(Signature)

(Title)

The undersigned surety company represents that it is duly qualified to do business in Texas, and hereby designates _____ an agent resident in Texarkana County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

Surety

* By: _____
(Title)

Approved as to form:

City of Texarkana

By: _____
City Attorney

* Note: If signed by an Office of the Surety Company there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney in Fact, we must have copy of power of attorney for our files.

PERFORMANCE BOND

**STATUTORY PERFORMANCE BOND PURSUANT TO SECTION 2253.021(a)
OF THE TEXAS GOVERNMENT CODE
(CONTRACTS MORE THAN \$100,000)**

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter called the Principal(s), as Principal(s), and

(hereinafter called the Surety(s), as Surety(s), are held and firmly bound unto the City of Texarkana (hereinafter called the Oblige), in the amount of _____ Dollars (\$_____) lawful money of the United States for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the ____ day of _____, **2018**, to _____

and said principal under the law is required before commencing the work provided for in said contract to execute a bond in the amount of said contract which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Section 2253.021(a) of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of said article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal (s) and Surety (s) have signed and sealed this instrument this ____ day of _____, **2018**.

Surety

(Company Name)

* By: _____
(Title)

By: _____
(Printed Name)

(Signature)

(Title)

The undersigned surety company represents that it is duly qualified to do business in Texas, and hereby designates _____ an agent resident in Texarkana County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

Surety

*By: _____
(Title)

Approved as to Form

City of Texarkana

By: _____
City Attorney

* Note: If signed by an Office of the Surety Company, there must be on file a certified extract from the by-laws showing that this person has authority to sign such obligation. If signed by an Attorney in Fact, we must have copy of power of attorney for our files.

CERTIFICATE OF INSURANCE

The Insurance Certificates Furnished shall name the City of Texarkana as Additional Insured on Auto /General Liability and provide a Waiver of Subrogation in favor of the City of Texarkana. IT SHALL BE THE CONTRACTOR'S. THE ADDITIONAL INSURED ENDORSEMENT SHALL INCLUDE PRODUCTS AND COMPLETE OPERATIONS.

Insurance Certificates are due from the successful bidder within 10 days of award of the bid.

CONTRACTOR CHECKLIST

A CONTRACTOR SHALL:

- _____ (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
- _____ (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- _____ (3) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;
- _____ (4) obtain from each person providing services on a project, and provide to the governmental entity:
 - (A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- _____ (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- _____ (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
- _____ (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed in at least 19-point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes:

PROOF OF COVERAGE SHALL BE FURNISHED TO THE CITY OF TEXARKANA IN THE FORM OF A CERTIFICATE OF INSURANCE. THE INSURANCE CERTIFICATES FURNISHED SHALL NAME THE CITY OF TEXARKANA AS ADDITIONAL INSURED ON AUTO/GENERAL LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS TO INCLUDE PRODUCTS OF COMPLETE OPERATIONS. PROVIDE A WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF TEXARKANA. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE TO THE OWNER ALL PROOF OF COVERAGE INSURANCE DOCUMENTS INCLUDING WORKERS COMPENSATION COVERAGE FOR EACH SUBCONTRACTOR. COPIES OF THE ENDORSEMENTS ARE REQUIRED.

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must (see reverse) be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment and materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-305-7238 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage." and

- _____ (8) contractually require each person with whom it contracts to provide services on a project, to:
- (A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
 - (B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;
 - (C) include in all contracts to provide services on the project the language in subsection (e) (3) of this rule;
 - (D) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (E) obtain from each other person with whom it contracts, and provide to the contractor:
 - (i) a certificate of coverage, prior to the other person beginning work on the project; and
 - (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (G) notify the governmental entity in writing by certified mail or personal delivery, within (ten) 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (H) contractually require each other person with whom it contracts, to perform as required by paragraphs (A) - (H), with the certificate of coverage to be provided to the person for whom they are providing services.

CONTRACT

STATE OF TEXAS
COUNTY OF BOWIE

THIS AGREEMENT, made and entered into this _____ day of _____, **2018**, by and between the City of Texarkana, County of Bowie, State of Texas, acting by and through the City Manager for the Mayor and City Council, City of Texarkana, thereunto authorized to do so, hereinafter referred to as OWNER, and _____ of the City of _____, County of _____ and the State of _____ hereinafter _____ termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER and under the conditions expressed in the bond bearing even date herewith (if any) the CONTRACTOR hereby agrees with OWNER to commence and complete the construction of certain improvements described as follows:

IFB 18-2001-06 Texarkana Parking and Two-Way Conversion

and all extra work in connection therewith, under the terms as stated in the contract documents and at his (or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the contract documents as defined in the General Conditions of Agreement. _____'s bid dated _____, **2018** is incorporated into and made a part of this agreement.

The CONTRACTOR hereby agrees to commence work within ten days after the date written notice to do so shall have been given to him and to substantially complete same within the time specified in the contract documents.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract in accordance with the bid submitted therefore, subject to additions and deductions, as provided in the contract documents and to make payment on account thereof as provided therein.

IN WITNESS WHEREOF, the parties to these presents have executed this agreement in Texarkana, Bowie County, Texas in the year and day first above written.

CONTRACTOR:

CITY OF TEXARKANA, TEXAS (OWNER):

By: _____
Shirley Jaster, City Manager

By: _____

PRINTED NAME: _____

ATTEST:

TITLE: _____

Jennifer Evans, City Secretary

COMPLETE ADDRESS:

City, State, Zip _____

**Texas Government Code 2252.908
Disclosure of Interested Parties
Form 1295**

House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency.

§2252.908, Texas Government Code requires the commission to adopt rules necessary to implement the new disclosure requirement and to prescribe the disclosure form. Section 2252.908 requires the disclosure form to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity or state agency before the contract may be signed or has a value of at least \$1 million. Section 2252.908 provides definitions of certain terms occurring in the section. House Bill 1295 provides that §2252.908 applies only to a contract entered into on or after January 1, 2016.

An interested party is defined as a person who has a controlling interest in a business entity with whom a governmental entity or state agency contracts or who actively participates in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

Contractors are required to acquire Form 1295 via the Texas Ethics Commission website. This requires registration, generation of Form 1295 with a unique Certificate Number & filing date, printing the form, notarizing and returning the form to City of Texarkana Purchasing & Contract Management Department.

Once the form is received by the Purchasing and Contract Management Department, the Buyer associated with the project will log-in to the Texas Ethics Commission portal and acknowledge receipt of the form not later than the 30th day after the date the contract for which the form was filed binds all parties to the contract. This will complete the form for the contract with which the form is associated. The completed form will be made available via the Texas Ethics Commission website.

Form 1295 can be generated via the Texas Ethics Commission web portal. The website and detailed instructions are located at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

GENERAL CONDITIONS OF THE AGREEMENT

1. OWNER

Whenever the word Owner, or First Party, are used in this contract, it shall be understood as referring to the City of Texarkana, Texas.

2. CONTRACTOR

Whenever the word Contractor, or Second Party, is used, it shall be understood to mean the person, persons, co-partnership or corporation, to wit _____ who has agreed to perform the work embraced in this contract, or their legal representative.

3. OWNER'S REPRESENTATIVE

Whenever the word Owner's Representative or representative is used in this contract, it shall be understood as referring to, City of Texarkana, or its representative, so designated who shall inspect constructions; or to such other representatives, supervisors, architects, engineers, or inspectors as may be authorized by said Owner to act in any particular manner under this agreement. Engineers, supervisors or inspectors shall act for the Owner under the direction of Owner's Representative, but shall not directly supervise the Contractor or persons acting on behalf of the Contractor.

4. CONTRACT DOCUMENTS

The contract's documents shall consist of the Notice to Bidders, General Instructions to Bidders, Bid, Signed Agreement, Statutory Bonds (if required), General Conditions of the Agreement, Special Conditions of the Agreement (if any), Specifications, Plans, Insurance Certificates, and all other documents made available to Bidder for inspection in accordance with the Notice to Bidders. The above described materials are sometimes referred to herein as the "contract" or "contract documents".

5. INTERPRETATION OF PHRASES

Whenever the words "Directed," "Permitted," "Designated," "Required," "Considered Necessary," "Prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Owner's Representative is intended; and similarly, the words "Approved," "Acceptable," "Satisfactory," or words of like import shall mean approved by or acceptable or satisfactory to the Owner's Representative.

6. SUBCONTRACTOR

The term Subcontractor, as employed herein, includes only those having a direct contract with the Contractor for performance of work on the project contemplated by these contract documents. Owner shall have no responsibility to any Subcontractor employed by Contractor for performance of work on the project contemplated by these contract documents, but said Subcontractors shall look exclusively to Contractor for any payments due Subcontractor. The City reserves the right to approve or disapprove the selection of any subcontractor(s).

7. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an Office of the corporation for whom it is intended, or if delivered at or sent certified mail to the last business address known to the party who gives the notice.

8. CONTRACTOR'S RESPONSIBILITIES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words which so applied have well known, technical or trade meaning shall be held to refer such recognized standards.

All work shall be done and all materials furnished in strict conformity with the contract documents.

9. SUBSTANTIALLY COMPLETED

The term "Substantially Completed" is meant that the structure or project contemplated by the contract documents has been made suitable for use or occupancy or the facility is in a condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

10. LAYOUT

Except as specifically provided herein, the Contractor shall be responsible for laying out all work and shall accomplish this work in a manner acceptable to the Owner's Representative. The Owner's Representative shall check the Contractor's layout of all major structures and any other layout work done by the Contractor at Contractor's request, but this check does not relieve the Contractor of the responsibility of correctly locating all work in accordance with the Plans and Specifications.

11. KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE

The Contractor shall be furnished copies of all Plans and Specifications without expense to Contractor and Contractor shall keep one copy of same consistently accessible on the job site.

12. RIGHT OF ENTRY

The Owner's Representative may make periodic visits to the site to observe the progress or quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. Owner's Representative shall not be required to make exhaustive or continuous onsite inspections to check the quality or quantity of the work, nor shall Owner's Representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. Notwithstanding the Owner's Representative's rights of entry hereunder, the Owner's Representative shall not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

13. LINES AND GRADES

All lines and grades shall be furnished whenever Owner's Representative deems said lines and grades are necessary for the commencement of the work contemplated by these contract documents or the completion of the work contemplated by these contract documents. Whenever necessary, Contractor shall suspend its work in order to permit Owner's Representative to comply with this requirement, but such suspension shall be as brief as practical and Contractor shall be allowed no extra compensation therefore. The Contractor shall give the Owner's Representative ample notice of the time and place where lines and grades are needed. All stakes, marks, etc., shall be carefully preserved by the Contractor, and in case of careless destruction or removal by Contractor, its Subcontractors, or its employees, such stakes, marks, etc., shall be replaced by the Owner's Representative at Contractor's expense.

14. OWNER'S REPRESENTATIVE'S AUTHORITY AND DUTY

Unless otherwise specified, it is mutually agreed between the parties to this Agreement that the Owner's Representative has the authority to review all work included herein. The Owner's Representative has the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract. The Owner's Representative shall, in all cases, determine the amounts and quantities of the several kinds of work which are to be paid for under the contract documents, and shall determine all questions in relation to said work and the construction thereof, and shall, in all cases, decide every question which may arise relative to the execution of this contract on the part of said Contractor. The decision of the Owner's Representative shall be conclusive in the absence of written objection to same delivered to Owner's Representative within fifteen (15) calendar days of any decision or direction by Owner's Representative. In the absence of timely written objection by Contractor, as provided herein, any and all objection or objections shall be deemed waived.

15. SUPERINTENDENCE AND INSPECTION

It is agreed by the Contractor that the Owner's Representative shall be and is hereby authorized to appoint from time to time such subordinate engineers, supervisors, or inspectors as the said Owner's Representative may deem proper to inspect the materials furnished and the work done under this Agreement, and to see that said material is furnished and said work is done in accordance with the specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the subordinate engineers, supervisors or inspectors for the proper inspection and examination of the work. The Contractor shall regard and obey the directions and instructions of any subordinate engineers, supervisors or inspectors so appointed, when such directions and instructions are consistent with the obligations of this Agreement and accompanying plans and specifications provided, however, should the Contractor object to any orders by any subordinate engineer, supervisor or inspector, the Contractor may within fifteen (15) calendar days make written appeal to the Owner's Representative for its decision. In the absence of timely written objection by Contractor, as provided herein, any and all objection or objections shall be deemed waived.

16. CONTRACTOR'S DUTY AND SUPERINTENDENCE

The Contractor shall give personal attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to Owner's Representative. The superintendent shall represent the Contractor in its absence and all directions given to superintendent shall be binding as if given to the Contractor. It is expressly agreed that adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the work and lack of such supervision shall be grounds for suspending operations of the Contractor.

The work, from its commencement to completion, shall be under the exclusive charge and control of the Contractor and all risk in connection therewith shall be borne by the Contractor.

The Owner or Owner's Representatives shall not be responsible for the acts or omissions of the Contractor, or any subcontractors, or any of Contractor's agents or employees, or any other persons performing any of the work.

17. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the work, the confirmation of the ground, the character, quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and the general and local conditions, and all other matters which in any way affect the work under the contract documents. No oral agreement or conversation with any Office, agent, or employee of the Owner, or Owner's Representative either before or after the execution of this contract, shall affect or modify any of the

terms or obligations herein contained. Subject to the rights of Owner as set forth in Paragraph 23 hereof, all modifications and/or amendments to the contract documents, shall be in writing, and executed by Owner's Representative and Contractor.

Unless otherwise specified herein, all loss, expense or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance and the prosecution of the work, shall be sustained and borne by the Contractor at its own cost and expense.

18. CHARACTER OF WORKERS

The Contractor agrees to employ only orderly and competent workers, skillful in the performance in the type of work required under this contract, to do the work; and agrees that whenever the Owner's Representative shall inform Contractor in writing that any man or men on the work, are, in Owner's Representative's sole opinion, incompetent, unfaithful, disorderly, or otherwise unacceptable to Owner or Owner's Representative, such man or men shall be discharged from the work and shall not again be employed on the work without the Owner's Representative's written consent.

19. CONSTRUCTION PLANT

The Contractor shall provide all labor, tools, equipment, machinery and materials necessary in the prosecution and completion of this contract where it is not otherwise specifically provided that Owner shall furnish same, and it is also understood that Owner shall not be held responsible for the care, preservation, conservation, or protection of any materials, tools, equipment or machinery or any part of the work until it is finally completed and accepted.

The building of structures for the housing of men or equipment are permitted only at such places as the Owner's Representative shall consent or direct, and the sanitary conditions of the grounds in or about such structure shall at all times be maintained in a manner satisfactory to the Owner's Representative.

20. SANITATION

Necessary sanitary conveniences for the use of laborers on the work site, properly secluded from public observation, shall be constructed and maintained by the Contractor in such manner and at such points as shall be approved by the Owner's Representative and their use shall be strictly enforced.

21. OBSERVATION AND TESTING

The Owner or Owner's Representative shall have the right at all times to observe and test the work. Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location wherever such work is in preparation or progress. Contractor shall ascertain the scope of any observation that may be contemplated by Owner or Owner's Representative and shall give ample notice as to the time each part of the work shall be ready for such observation. Owner or Owner's Representative may reject any such work found to be defective or not in accordance with the contract documents, regardless of the stage of its completion or the time or place of discovery of such errors and regardless of whether Owner's Representative has previously accepted the work through oversight or otherwise. If any such work should be covered without approval or consent of the Owner, it must, if requested by Owner or Owner's Representative, be uncovered for examination at Contractor's expense. In the event that any part of the work is being fabricated or manufactured at a location where it is not convenient for Owner or Owner's Representative to make observations of such work or require testing of said work, then in such event Owner or Owner's Representative may require Contractor to furnish Owner or Owner's Representative certificates of inspection, testing or approval made by persons competent to perform such tasks at the location where that part of the work is being manufactured or fabricated. All such tests

shall be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the contract documents.

If any such work which is required to be inspected, tested, or approved is covered up without written approval or consent of the Owner or Owner's Representative, it must, if requested by the Owner or Owner's Representative, be uncovered for observation and testing at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided herein. Any work which fails to meet the requirements of any such tests, inspections or approvals, and any work which meets the requirements of any such tests or approvals but does not meet the requirements of the contract documents shall be considered defective, and shall be corrected at the Contractor's expense.

Neither observations by the Owner or Owner's Representative, nor inspections, tests, or approvals made by Owner, Owner's Representative, or other persons authorized under the contract documents to make such inspections, tests, or approvals shall relieve the Contractor from its obligation to perform the work in accordance with the requirements of the contract documents.

22. DEFECTS AND THEIR REMEDIES

It is expressly agreed that if the work or any part thereof, or any material brought on the site of the work for use in the work or selected for the same, shall be deemed by the Owner or Owner's Representative as unsuitable or not in conformity with plans, specifications and/or contract documents, the Contractor shall, after receipt of written notice thereof from the Owner's Representative, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with the contract documents. It is further agreed that any remedial action contemplated as hereinabove set forth shall be at Contractor's expense.

23. CHANGES AND ALTERATIONS

The Contractor further agrees that the Owner may make such changes and alterations as the Owner may see fit, in the line, grade, form dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying bond.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with. If they increase the amount of work, and the increased work can fairly be classified under the specifications, such increase shall be paid according to the quantity actually done and at the unit price established for such work under this contract; otherwise such additional work shall be paid for as provided under Extra Work. In case the Owner shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the Owner shall recompense the Contractor for any material or labor so used, and for actual expenses incurred in preparation for the work as originally planned.

24. EXTRA WORK

The term "extra work" as used in this contract shall be understood to mean and include all work that may be required by the Owner or Owner's Representative to be done by the Contractor to accomplish any change, alteration or addition to the work as shown on the plans and specifications or contract documents and not covered by Contractor's bid, except as provided under Changes and Alterations herein.

It is agreed that the Contractor shall perform all extra work under the direction of the Owner's Representative when presented with a written work order signed by the Owner's Representative; subject, however, to the right of the Contractor to require written confirmation of such extra work order by the Owner. It is also agreed that the

compensation to be paid to the Contractor for performing said extra work shall be determined by the following methods:

- Method (A) - By agreed unit prices; or
- Method (B) - By agreed lump sum; or
- Method (C) - If neither Method (A) or Method (B) be agreed upon before the extra work is commenced, then the Contractor shall be paid the lesser of the following: (1) actual field cost of the extra work, plus fifteen (15%) percent; or (2) the amount that would have been charged by a reasonable and prudent Contractor as a reasonable and necessary cost for performance of the extra work.

In the event said extra work be performed and paid for under Method (C)(1), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foremen, timekeepers, mechanics and laborers, materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such extra work, plus actual transportation charges necessarily incurred, together with all expenses incurred directly on account of such extra work, including Social Security, Old Age Benefits, Maintenance Bonds, Public Liability and Property Damage and Workers' Compensation and all other insurances as may be required by law or ordinances or directed by the Owner or Owner's Representative, or by them agreed to. Owner's Representative may direct the form in which accounts of the actual field cost shall be kept and records of these accounts shall be made available to the Owner's Representative. The Owner's Representative may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used; otherwise, these matters shall be determined by the Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100%, unless otherwise specified, of the latest Schedule of Equipment and Ownership Expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written extra work order. The fifteen percent (15%) of the actual field cost to be paid to Contractor shall cover and compensate Contractor for its profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the actual field cost as herein defined, save that where the Contractor's Camp or Field Office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for extra work of any kind shall be allowed unless ordered in writing by Owner's Representative. In case any orders or instructions appear to the Contractor to involve extra work for which Contractor should receive compensation or an adjustment in the construction time, Contractor shall prior to commencement of such extra work, make written request to the Owner's Representative for a written order authorizing such extra work. Should a difference of opinion arise as to what does or does not constitute extra work or as to the payment therefore, and the Owner's Representative insists upon its performance, the Contractor shall proceed with the work after making written request for written order and shall keep adequate and accurate account of the actual field cost thereof, as provided under Method (C) (1). If Contractor does not notify Owner's Representative before the commencement of any extra work, any claim for payment due to alleged extra work shall be deemed waived.

25. DISCREPANCIES AND OMISSIONS

It is further agreed that it is the intent of the contract documents that all work described in the bid, the specifications, plans and other contract documents, is to be done for the prices quoted by the Contractor and that such price shall include all appurtenances necessary to complete the work in accordance with the intent of these contract documents as interpreted by Owner's Representative. **Notices of any discrepancies or omissions in these plans, specifications, or contract documents, shall be given to the Owners' Representative and a clarification obtained before the bids are received, and if no such notice is received by the Owner's Representative prior to the opening of bids, then it shall be deemed that the Contractor fully understands the work to be included and has provided sufficient sums in its bid to complete the work in accordance with**

these plans and specifications. If Contractor does not notify Owner's Representative before bidding of any discrepancies or omissions, then it shall be deemed for all purposes that the plans and specifications are sufficient and adequate for completion of the project. It is further agreed that any request for clarification must be submitted no later than five (5) calendar days prior to the opening of bids.

26. RIGHT OF OWNER TO MODIFY METHODS AND EQUIPMENT

If at any time the methods or equipment used by the Contractor are found to be inadequate to secure the quality of work with the rate of progress required under this contract, the Owner or Owner's Representative may order the Contractor in writing to increase their safety or improve their character and efficiency and the Contractor shall comply with such order. If, at any time, the working force of the Contractor is inadequate for securing the progress herein specified, the Contractor shall, if so ordered in writing, increase its force or equipment, or both, to such an extent as to give reasonable assurance of compliance with the schedule of progress.

27. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC AND GENERAL INDEMNITY

The Contractor shall take out and procure a policy or policies of Workers' Compensation Insurance with an insurance company licensed to transact business in the State of Texas, which policy shall comply with the Workers' Compensation laws of the State of Texas. The Contractor shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations. The Contractor, its sureties and insurance carriers shall defend, indemnify and hold harmless the Owner and all of its Offices, agents and employees against any all losses, costs, damages, expenses, liabilities, claims and/or causes of action, whether known or unknown, fixed, actual, accrued or contingent, liquidated or unliquidated, including, but not limited to, attorneys' fees and expenses, in connection with, incident to, related to, or arising out of, the Contractor's or any subcontractor's, agent's or employee's, in any manner whatsoever, omission, execution and/or supervision of this contract, and the project which is the subject matter of this contract.

The safety precautions taken shall be the sole responsibility of the Contractor, in its sole discretion as an Independent Contractor; inclusion of this paragraph in the Agreement, as well as any notice which may be given by the Owners or the Owner's Representative concerning omissions under this paragraph as the work progresses, are intended as reminders to the Contractor of its duty and shall not be construed as any assumption of duty to supervise safety precautions by either the Contractor or any of its subcontractors.

28. CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance as required in the General Conditions of the contract documents, from an underwriter authorized to do business in the State of Texas and satisfactory to the City. Proof of coverage shall be furnished to the City and written notice of cancellation or any material change shall be provided ten (10) calendar days in advance of cancellation or change. All policies of insurance, required herein, including policies of insurance required to be provided by Contractor and its subcontractors, shall contain a waiver of any and all of the insurer's or payor's, in the event of self-insurance, rights to subrogation that any such insurer or payor, in the event of self-insurance, may acquire by virtue of payment of any loss under such insurance or self-insurance. All certificates of insurance submitted to the City in conformity with the provisions hereof shall establish such waiver.

The Contractor shall procure and carry at its sole cost and expense through the life of this contract, insurance protection as hereinafter specified. Coverage in excess of that specified herein also shall be acceptable. Such insurance shall be carried with an insurance company authorized to transact business in the State of Texas and

shall cover all operations in connection with this contract, whether performed by the Contractor or a subcontractor, or separate policies shall be provided covering the operation of each subcontractor. A certificate of insurance specifying each and all coverage's shall be submitted prior to contract execution.

PROOF OF COVERAGE SHALL BE FURNISHED TO THE CITY OF TEXARKANA IN THE FORM OF A CERTIFICATE OF INSURANCE. THE INSURANCE CERTIFICATES FURNISHED SHALL NAME THE CITY OF TEXARKANA AS ADDITIONAL INSURED ON AUTO/GENERAL LIABILITY ON A PRIMARY AND NON-CONTRIBUTORY BASIS TO INCLUDE PRODUCTS OF COMPLETE OPERATIONS. PROVIDE A WAIVER OF SUBROGATION IN FAVOR OF THE CITY OF TEXARKANA. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE TO THE OWNER ALL PROOF OF COVERAGE INSURANCE DOCUMENTS INCLUDING WORKERS COMPENSATION COVERAGE FOR EACH SUBCONTRACTOR. COPIES OF THE ENDORSEMENTS ARE REQUIRED.

- A. Commercial General Liability Insurance (Primary Additional Insured and Waiver of Subrogation required)

The contractor shall have Comprehensive General Liability Insurance with limits of \$1,000,000 Combined Single Limit in the aggregate and per occurrence to include:

Products & Completed Operations Hazard
Contractual Liability
Personal Injury & Advertising Injury

- B. Owner's and Contractor's Protective Liability Insurance. - **NOT REQUIRED.**
- C. Comprehensive Automobile Liability Insurance (Waiver of Subrogation Required)

The Contractor shall have Comprehensive Automobile Liability Insurance with limits of not less than; Bodily Injury/Property Damage, \$1,000,000 Combined Single Limit, per occurrence, to include all owned and non-owned cars including: Employers Non-ownership Liability Hired and Non-owned Vehicles.

- D. Builder's Risk Insurance/Installation Floater Insurance - **NOT REQUIRED.**
- E. Umbrella Liability Insurance - **NOT REQUIRED.**
- F. Worker's Compensation and Employers Liability Insurance (Waiver of Subrogation required)

Worker's Compensation Insurance covering all employees whether employed by the Contractor or any Subcontractor on the job with Employers Liability of at least \$1,000,000

1. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Section 406.096, Texas Labor Code) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
4. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on the project, and provide to the governmental entity:
 - (a) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity shall have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (b) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
7. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
9. The Contractor shall contractually require each person with whom it contracts to provide services on the project, to:

- (a) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (b) provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (c) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (d) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (1) a certificate of coverage, prior to the other person beginning work on the project; and
 - (2) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (f) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (g) contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.
10. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who shall provide services on the project shall be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

G. Proof of Coverage

Before work on this contract is commenced, each Contractor and subcontractor shall submit to the Owner for approval five Certificates of Insurance covering each insurance policy carried and offered as evidence

of compliance with the above insurance requirements, signed by an authorized representative of the insurance company setting forth:

- (1) The name and address of the insured.
- (2) The location of the operations to which the insurance applies.
- (3) The name of the policy and type or types of insurance in force thereunder on the date borne by such certificate.
- (4) The expiration date of the policy and the limit or limits of liability thereunder on the date borne by such certificate.
- (5) A provision that the policy may be canceled only by mailing written notice to the named insured at the address shown in the bid specifications.
- (6) A provision that written notice shall be given to the City ten days prior to any change in or cancellation of the policies shown on the certificate.
- (7) The certificate or certificates shall be on the form (or identical copies thereof) contained in the job specifications. No substitute or amendment thereto will be acceptable.
- (8) If policy limits are paid, new policy must be secured for new coverage to complete project.
- (9) A Contractor shall:
 - (a) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
 - (b) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
 - (c) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project;
 - (d) obtain from each person providing services on a project, and provide to the governmental entity:
 - (i) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (ii) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (f) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
 - (g) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Texas Worker's Compensation Act or other commission rules. This notice must be printed with a title in at least 30 point bold type

and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes:

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 800-372-7713 or 512-804-4000 (www.tdi.state.tx.us) to receive information of the legal requirements for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage;" and

- (h) contractually require each person with whom it contracts to provide services on a project, to:
 - (i) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
 - (ii) provide a certificate of coverage to the Contractor prior to that person beginning work on the project;
 - (iii) include in all contracts to provide services on the project the following language:

"By signing this contract or providing or causing to be provided a certificate of coverage, the person signing this contract is representing to the governmental entity that all employees of the person signing this contract who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reprinting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.";
 - (iv) provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (v) obtain from each other person with whom it contracts, and provide to the Contractor:
 - (1) a certificate of coverage, prior to the other person beginning work on the project; and
 - (2) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown

on the current certificate of coverage ends during the duration of the project;

- (vi) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (vii) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- (viii) contractually require each other person with whom it contracts, to perform as required by paragraphs (i)-(viii), with the certificate of coverage to be provided to the person for whom they are providing services.

29. DISABLED EMPLOYEES

Contractors having more than fifteen (15) employees agree to comply with the Americans with Disabilities Act of 1990, and agree not to discriminate against a qualified individual with a disability because of the disability of such individual in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

30. PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIALMEN, AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES

Without limiting, in any way, manner or form, the indemnity provided by Contractor in paragraph 27 hereof, the Contractor agrees that it will indemnify and save the Owner and all of its Offices, agents and employees, harmless against any and all claims, liabilities, losses, damages, expenses and causes of action arising out of, in any way, manner or form, the demands of subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, power tools, and supplies, incurred in the performance of this contract and the project which is the subject matter of this contract. When Owner so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

31. PROTECTION AGAINST ROYALTIES OR PATENT INVENTION

The Contractor shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the Patentee or owner thereof. Without limiting, in any way, manner or form, the indemnity provided by Contractor in paragraph 27 hereof, the Contractor shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Owner, and all of its Offices, agents and employees harmless from any loss on account thereof, except that Owner shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required in these contract documents by Owner; provided, however, if choice of alternate design, device, material or process is allowed to the Contractor, then Contractor shall indemnify and save Owner, and all of its Offices, agents and employees harmless from any loss on account thereof. Notwithstanding anything herein to the contrary, if the material or process specified or required by Owner and/or this contract is an infringement, the Contractor shall be responsible for such loss unless it gives written notice of such infringement to the Owner's Representative prior to bidding.

32. LAWS AND ORDINANCES

The Contractor shall at all times observe and comply with all federal, state and local laws, ordinances and regulations, which in any manner affect the contract or the work, and without limiting, in any way, manner or form, the indemnity provided by Contractor in paragraph 27 hereof, Contractor shall indemnify and save harmless the Owner, and all of its Offices, agents, and employees against any claims arising from the violation of any such laws, ordinances, and regulations, whether by the Contractor, its employees, or subcontractors. If the Contractor observes that the plans and specifications are at variance therewith, he shall notify the Owner's Representative in writing prior to bidding and any necessary changes shall be adjusted as provided in the contract for changes in the work. In the absence of timely written notification to Owner's Representative of such variance or variances within said time, any objection and/or assertion that the plans and specifications are at variance with any federal, state or local laws, ordinances or regulations shall be deemed waived. If the Contractor, its employees or subcontractors perform any work contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner's Representative, Contractor shall bear all costs arising therefrom.

The Owner is a municipal corporation of the State of Texas and the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the Owner may enter into contracts, shall be controlling, and shall be considered as part of this contract to the same effect as though embodied herein.

33. SUBCONTRACTING

The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this contract. The Contractor further agrees that subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the Contractor from its full obligations to the Owner, as provided by the contract documents.

34. TIME FOR SUBSTANTIAL COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed by and between the Contractor and the Owner, that the date of beginning and time for completion as specified in the contract documents, of work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced as provided in the contract documents.

If the Contractor should neglect, fail, or refuse to substantially complete the work within the time herein specified, then the Contractor does hereby agree as part of the consideration for the awarding of this contract, the Owner may withhold permanently from Contractor's total compensation, the sum of **\$200 PER DAY**, not as a penalty, but as liquidated damages for the breach of the contract as herein set forth for each and every working day that the Contractor shall be in default after the time stipulated for substantially completing the work.

It is expressly understood and agreed, by and between Contractor and the Owner, that the time for the substantial completion of the work described herein is reasonable time for the completion of the same, taking into consideration the average climatic range and conditions and usual industrial conditions prevailing in this locality. The amount is fixed and agreed upon by and between the Contractor and the Owner because the actual damages the Owner would sustain in such event would be difficult and/or impossible to estimate, however, the amount agreed upon herein is a reasonable forecast of the amount necessary to render just compensation to Owner, and is expressly agreed to be not disproportionate to actual damages as measured at time of breach.

IT IS FURTHER AGREED AND UNDERSTOOD BETWEEN THE CONTRACTOR AND OWNER THAT TIME IS OF THE ESSENCE OF THIS CONTRACT. WORK WILL COMMENCE NO LATER THAN 30 DAYS AFTER THE AWARD OF THIS CONTRACT BY CITY COUNCIL.

35. TIME AND ORDER OF COMPLETION

It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the Contractor shall be allowed to prosecute its work at such time and sessions, in such order of precedence, and in such manner as shall be most conducive to economy of construction; provided, however, that the order and time of prosecution shall be such that the work shall be substantially completed as a whole and in part, in accordance with this contract, the plans and specifications, and within the time of completion designated in the bid; provided, also, that when the Owner is having other work done, either by contract or by its own force, the Owner's Representative may direct the time and manner of constructing work done under this contract so that conflicts will be avoided and the construction of the various works being done for the Owner shall be harmonized.

The Contractor shall submit, at such times as may reasonably be requested by the Owner's Representative, schedules which shall show the order in which the Contractor intends to carry on the work, with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts.

36. TIME OF PERFORMANCE

The Contractor agrees that it has submitted its bid in full recognition of the time required for the completion of this project, taking into consideration the average climatic range and industrial conditions prevailing in this locality, and has considered the liquidated damage provisions of paragraph 34 hereinabove set forth and expressly agrees that it shall not be entitled to, nor will it request, an extension of time on this contract, except when its work has been delayed by an act or neglect of the Owner, Owner's Representative, employees of the Owner or other contractors employed by the Owner, or by changes ordered in the work, or by strike, walkouts, acts of God or the public enemy, fire or flood. Any request for extension shall be in writing with the written request for same setting forth all justifications, in detail, for the request, and submitted to Owner's Representative within twenty (20) calendar days of the occurrence of the event causing said delay. A failure by Owner's Representative to affirmatively grant the extension no later than twenty (20) calendar days of written submission by Contractor shall be deemed a denial, and final. Further, in the absence of timely written notification of such delay and request for extension, as provided herein, any request for extension by Contractor shall be deemed waived.

37. HINDRANCE AND DELAYS

In executing the contract, the Contractor agrees that in undertaking to complete the work within the time herein fixed, Contractor has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays due to unusual and unanticipated circumstances, difficulties or delays in securing material or workmen, or any other cause or occurrence. No charge shall be made by the Contractor for hindrance or delays from any cause during the progress of any part of the work embraced in this contract except where the work is stopped by order of the Owner or Owner's Representative for the Owner's convenience, in which event, such expense as in the sole judgment of the Owner's Representative that is caused by such stoppage shall be paid by Owner to Contractor.

38. QUANTITIES AND MEASUREMENTS

No extra or customary measurements of any kind will be allowed, but the actual measured or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided. In the event this contract is let on a unit price basis, then Owner and Contractor agree that this contract, including the specifications, plans and other contract documents are intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown, and only when same are expressly stated to be estimates, for the various classes of work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing their bids offered for the work. In the event the amount of work to be done and materials to be furnished are expressly stated to be estimated, and only when same are expressly stated to be estimated, it is understood and

agreed that the actual amount of work to be done and the materials to be furnished under this contract may differ somewhat from these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of work done and materials furnished on the project.

39. PROTECTION OF ADJOINING PROPERTY

The Contractor shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which may be injured or seriously affected by any process of construction to be undertaken under this agreement, from any damage or injury by reason of said process of construction; and Contractor shall be liable for any and all claims for such damage on account of his failure to fully protect all adjacent property. Without limiting, in any way, manner and form, the indemnity provided by Contractor in paragraph 27 hereof, the Contractor agrees to indemnify, save and hold harmless the Owner, and any of its Offices, agents and employees, against any and all claims or damages due to any injury to any adjacent or adjoining property, related to, arising from or growing out of the performance of this contract.

40. PRICE FOR WORK

In consideration of the furnishing of all necessary labor, equipment and material and the completion of all work by the Contractor, and on the delivery of all materials embraced in this contract in full conformity with the specifications and stipulations herein contained, the Owner agrees to pay the Contractor the price set forth in the bid proposal attached hereto, which has been made a part of this contract, and the Contractor hereby agrees to receive such price in full for furnishing all materials and all labor required for the aforesaid work, also, for all expenses incurred by Contractor and for well and truly performing the same and the whole thereof in the manner and according to this agreement, the attached specifications, plans, contract documents and requirements of Owner's Representative.

41. PAYMENTS

No payments made or certificates given shall be considered as conclusive evidence of the performance of the contract, either wholly or in part, nor shall any certificate or payment be considered as acceptance of defective work. Contractor shall at any time requested during the progress of the work furnish the Owner or Owner's Representative with a verifying certificate showing the Contractor's total outstanding indebtedness in connection with the work. Before final payment is made, Contractor shall satisfy Owner, by affidavit or otherwise, that there are no outstanding liens against Owner's premises by reason of any work under the contract. Acceptance by Contractor of final payment of the contract price shall constitute a waiver of all claims against Owner, Owner's agents and employees, which have not theretofore been timely filed as provided in this contract.

42. PARTIAL PAYMENTS

On or before the tenth day of each month, the Contractor shall submit to Owner's Representative an application for partial payment or, if the Contractor does not submit such application, the Owner's Representative shall determine the amount to be partially paid. Owner's Representative shall review said application for partial payment if submitted, and the progress of the work made by the Contractor and if found to be in order, shall prepare a certificate for partial payment showing as completely as practical the total value of the work done by the Contractor up to and including the last day of the preceding month. The determination of the partial payment by the Owner's Representative shall be in accordance with Paragraph 14 hereof.

The Owner shall then pay the Contractor on or before the fifteenth day of the current month the total amount of the Owner's Representative's Certificate of Partial Payment, less 5% of the amount thereof, which 5% shall be retained until final payment, and further, less all previous payments and all further sums that may be retained by Owner under the terms of the contract documents.

Any partial payment made hereunder shall not constitute a waiver by the Owner of any and all other rights to enforce the express terms of the contract documents, and all remedies provided therein, as to any and all work performed, to be performed and/or materials delivered hereunder, including, but limited to, work to which said partial payment is attributable.

43. SUBSTANTIAL COMPLETION

Contractor shall give Owner's Representative written notice of substantial completion. Within thirty-one (31) working days after the Contractor has given the Owner's Representative written notice that the work has been substantially completed, the Owner's Representative and/or the Owner shall inspect the work and within said time, if the work be found to be substantially completed in accordance with the contract documents, the Owner's Representative shall issue to the Owner and Contractor a certificate of substantial completion. Notwithstanding the issuance of a certificate of substantial completion, Contractor shall proceed with diligence to finally complete the work within the time provided in this contract.

44. FINAL COMPLETION AND PAYMENT

The Contractor shall give written notice to Owner's Representative of final completion. Upon written notice of final completion, the Owner's Representative shall proceed to make final measurement to determine whether final completion has occurred. If the Owner's Representative determines final completion has occurred, Owner's Representative shall so certify to the Owner. Upon certification by Owner's Representative of final completion, Owner shall pay to the Contractor on or before the 31st working day after the date of certification of final completion, the balance due Contractor under the terms of this agreement. Neither the certification of final completion nor the final payment, nor any provisions in the contract documents shall relieve the Contractor of the obligation for fulfillment of any warranty which may be required in the contract documents and/or any warranty or warranties implied by law or otherwise.

45. CORRECTION OF WORK

Contractor shall promptly remove from Owner's premises all materials condemned by the Owner's Representative on account of failure to conform to the contract documents, whether actually incorporated in the work or not, and Contractor shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract documents. Contractor shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If Contractor does not remove and replace any such condemned work within a reasonable time after a written notice by the Owner or the Owner's Representative, Owner may remove and replace it at Contractor's expense.

Neither the final payment, nor certification of final completion or substantial completion, nor any provision in the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and Contractor shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of two (2) years from the date of certification of final completion by Owner's Representative.

46. PAYMENT WITHHELD

The Owner or Owner's Representative may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certification to such extent as may be necessary to protect itself from loss on account of:

- (a) Defective work not remedied and/or work not performed.
- (b) Claims filed or reasonable evidence indicating possible filing of claims.
- (c) Damage to another contractor.

When the above grounds are removed, or the Contractor provides a surety bond satisfactory to the Owner, in the amount withheld, payment shall be made for amounts withheld because of them.

47. CLAIM OR DISPUTE

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the Contractor shall be in writing and filed with the Owner's Representative within fifteen (15) calendar days after the Owner's Representative has given any direction, order or instruction to which the Contractor desires to take exception. Timely written notice of dispute as provided in this contract of any decision by Owner's Representative or Owner shall be a condition precedent to the bringing and/or assertion of any action or claim by Contractor of any right under this Contract. If the matters set forth in the notice of dispute are not granted or otherwise responded to by Owner's Representative within fifteen (15) calendar days of receipt of notice of dispute by Owner's Representative, said objections shall be deemed denied. Any decision by the Owner's Representative, or deemed denial by the Owner's Representative, shall be final and conclusive in the absence of fraud. It is further agreed that the acceptance by the Contractor of the final payment shall be a bar to any and all claims of the Contractor, and constitute a waiver of the right to assert any claim against Owner, Owner's agents and employees and Owner's Representative, by Contractor.

48. NON-COMPLIANCE AND/OR ABANDONMENT BY CONTRACTOR

In case the Contractor should (1) abandon and fail or refuse to resume work within fifteen (15) calendar days after written notification from the Owner or the Owner's Representative, or (2) if the Contractor fails to comply with the written orders of the Owner's Representative, when such orders are consistent with this contract, then the Surety on the bond shall be notified in writing and directed to complete the work and a copy of said notice shall be delivered to the Contractor. In the event a bond is not required by law, or otherwise obtained by the Contractor, no further notice of such non-compliance to Contractor shall be required.

After receiving said notice of abandonment or non-compliance, the Contractor shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under the contract for work, may be held for use on the work by the Owner or the Surety of the Contractor, or another contractor, in completion of the work; and the Contractor shall not receive any rental or credit therefore (except when used in connection with Extra Work, where credit shall be allowed as provided for under paragraph 24 of this contract); it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In the event the Contractor, or Surety, whichever is applicable, should fail to commence compliance with the notice hereinbefore provided within ten (10) calendar days after service of such notice, and/or shall fail to proceed with diligence to complete the project as contemplated and in compliance with all terms and provisions of the contract documents, then the Owner may exercise any and all remedies available to it pursuant to law, contract, equity or otherwise, including, but not limited to, providing for completion of the work in either of the following elective manners:

- (a) The Owner may employ such force of men and use of machinery, equipment, tools, materials and supplies as said Owner may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said Contractor, and the expense so charged shall be deducted and paid by the Owner out of such moneys as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the Contractor, then said Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said Contractor, then the Contractor and/or its Surety shall pay the amount of such excess to the Owner; or

- (b) The Owner, under sealed bids, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the Owner under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the Contractor and the Surety shall be and remain bound therefore. Should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the work under this contract, the Contractor or his Surety shall be credited therewith.

In the event the Owner's Representative elects to complete the work, as described above, when the work shall have been finally completed, the Contractor and his Surety shall be so notified and certification of completion as provided in paragraph 44 hereinabove set forth, shall be issued. A complete itemized statement of the contract accounts, certified to by Owner's Representative as being correct shall then be prepared and delivered to Contractor and his Surety, if applicable, whereon the Contractor or his Surety, or the Owner as the case may be, shall pay the balance due as reflected by said statement within 30 days after the date of certification of completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the Owner had the work been completed by the Contractor under the terms of this contract, or when the Contractor and/or his Surety, if applicable, shall pay the balance shown to be due by them to the Owner, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over to the Contractor and/or his Surety, if applicable. Should the cost to complete the work exceed the contract price, and the Contractor and/or his Surety, if applicable, fail to pay the amount due the Owner within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials shall be mailed to the Contractor and his Surety, if applicable, at the respective addresses designated in this contract; provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the Contractor and his Surety, if applicable, subject only to the duty of the Owner to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice the Owner may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the Contractor and his Surety, if applicable. Such sale may be made at either public or private sale, with or without notice, as the Owner may elect. The Owner shall release any machinery, equipment, tools, materials, or supplies that remain on the jobsite and belong to persons other than the Contractor or his Surety, if applicable, to their proper owners.

The remedies provided to Owner by law, equity, contract, or otherwise, shall be cumulative, to the extent permitted by law. It is expressly agreed and understood that the exercise by Owner of the remedies provided in this paragraph shall not constitute an election of remedies on the part of Owner, and Owner, irrespective of its exercise of remedies hereunder, shall be entitled to exercise concurrently or otherwise, any and all other remedies available to it, by law, equity, contract or otherwise, including but not limited to, liquidated damages, as provided in paragraph 34, hereinabove set forth.

49. LIMITATION ON CONTRACTOR'S REMEDY

The remedies of Contractor hereunder shall be limited to, and Owner shall be liable only for, work actually performed by Contractor and/or its subcontractors as set forth in the contract documents, and Owner shall not be liable for any consequential, punitive or indirect loss or damage that Contractor may suffer in connection with the project which is the subject matter of this contract.

50. BONDS

The Contractor is required to furnish a performance bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds \$100,000 and the Contractor is required to furnish a payment bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds \$50,000. All bonds shall be submitted on forms supplied by the Owner, and executed by an approved Surety Company authorized to do business in the State of Texas. It is further agreed that this contract shall not be in effect until such bonds are so furnished.

51. SPECIAL CONDITIONS

In the event special conditions are contained herein as part of the contract documents and said special conditions conflict with any of the general conditions contained in this contract, then in such event the special conditions shall control.

52. LOSS OR EXPENSE DUE TO UNUSUAL OR UNANTICIPATED CIRCUMSTANCES

Unless otherwise specified herein, all loss, expense or damage to the Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance or from unusual obstructions or difficulties, naturally occurring, man made or otherwise, which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at his own cost and expense.

53. INDEPENDENT CONTRACTOR

Contractor is, and shall remain, an independent contractor with full, complete and exclusive power and authority to direct, supervise, and control its own employees and to determine the method of the performance of the work covered hereby. The fact that the Owner or Owner's Representative shall have the right to observe Contractor's work during Contractor's performance and to carry out the other prerogatives which are expressly reserved to and vested in the Owner or Owner's Representative hereunder, is not intended to and shall not at any time change or effect the status of the Contractor as an independent contractor with respect to either the Owner or Owner's Representative or to the Contractor's own employees or to any other person, firm, or corporation.

54. CLEANING UP

The Contractor shall at all times keep the premises free from accumulation of debris caused by the work, and at the completion of the work Contractor shall remove all such debris and also its tools, scaffolding, and surplus materials and shall leave the work room clean or its equivalent. The work shall be left in good order and condition. In case of dispute Owner may remove the debris and charge the cost to the Contractor.

55. HAZARDOUS SUBSTANCES AND ASBESTOS

Hazardous Substances (herein so called), as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C.S. §9601(14)) and the regulations promulgated thereunder, as same may be amended from time to time, hydrocarbons or other petroleum products or byproducts and/or asbestos, in any form, shall not (i) be utilized, in any way, manner or form, in the construction of, or incorporation into, the Project; or (ii) be brought upon, placed, or located, by any party, on the Project site, or any other property of the City, without the written consent of the Owner's Representative. If Contractor believes that the utilization of a Hazardous Substance, hydrocarbons or other petroleum products or byproducts and/or asbestos is necessary in the construction of the Project, or that it is necessary to place and/or otherwise locate upon the site of the Project or other property of the City, a Hazardous Substance, hydrocarbons or other petroleum products or byproducts and/or asbestos, Contractor shall notify the Owner's Representative, and request consent therefrom, at least twenty (20) days prior to such action. Owner's Representative may grant or deny the request of Contractor and provide whatever requirements such consent, if granted, is conditioned upon, in its sole and absolute discretion. If

the request of Contractor is not granted, or otherwise not responded to, by Owner's Representative within five (5) days of the receipt of said request, said request shall be deemed to be denied.

In the event Owner's Representative shall consent to the request of Contractor, Contractor shall be responsible for ensuring that all personnel involved in the Project are (i) trained for the level of expertise required for proper performance of the actions contemplated by this Contract and, in particular, in all aspects of handling, storage, disposal and exposure of Hazardous Substances, hydrocarbons or other petroleum products or byproducts and/or asbestos; and (ii) are provided and utilize all protective equipment, including without limitation, personal protective gear, necessary to provide protection from exposure to Hazardous Substances, hydrocarbons or other petroleum products or byproducts and/or asbestos.

56. NONAPPROPRIATION

All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Texarkana for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

57. THE CITY RIGHT TO AUDIT

At any time during the term of this Contract and for a period of four (4) years thereafter the City or a duly authorized audit representative of the City, or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided under this Contract. In the event such an audit by the City reveals any errors/overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

58. NON-ARBITRATION

The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

59. HOUSE BILL 2015

House Bill 2015, signed by the Governor on June 14, 2013 and effective on January 1, 2014, authorizes a penalty to be imposed on a person who contracts for certain services with a governmental entity and who fails to properly classify their workers. This applies to subcontractors as well. Contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized \$200 for each individual that has been misclassified (Texas Government Code Section 2155.001).

60. HOUSE BILL 1295: DISCLOSURE OF INTERESTED PARTIES

House Bill 1295, adopted by the 84th Legislature, created §2252.908, Texas Government Code. Section 2252.908 requires a business entity entering into certain contracts with a governmental entity or state agency to file with the

governmental entity or state agency a disclosure of interested parties at the time the business entity submits the signed contract to the governmental entity or state agency. Section 2252.908 requires the disclosure form to be signed by the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury. Section 2252.908 applies only to a contract that requires an action or vote by the governing body of the governmental entity or state agency before the contract may be signed or has a value of at least \$1 million. Instructions for completing Form 1295 are available at:

<http://www.ci.Texarkana.tx.us/departamental-websites/departments/purchasing/vendor-information>

Q U O T A T I O N

Page

4.4.h

2018-061 ATTH 05



dealers electrical supply

an employee owned company

1804 WATERALL
TEXARKANA

TX 75501-3639

PHONE: 903-794-3596
FAX: 903-792-4820

Quotation # 1156098-00
Customer P.O.# DOWNTOWN TXK
Customer No. 748464-0001
Quotation Expires:

To:
CITY OF TEXARKANA

P O BOX 1967
TEXARKANA

TX 75504-1967

Ship To:
CITY OF TEXARKANA

220 TEXAS BLVD
TEXARKANA

TX 75501

Date		Ship Via		Salesman	Tax Code	Terms		
05/22/18				359	900	VENDOR 10TH PROX		
Line	Quantity Required	Item Number	Description			Unit Price	U/M	Amount
1	27	L0T	HOLOPHANE GRANVILLE PREMIER II LED GPD2 P40 50K			2676.110	E	72254.97
2			THIS ITEM IS BUYBOARD CAN BE PURCHASED THROUGH BUYBOARD PROGRAM			.000		.00
3			DEALERS ELECTRIC BUYBOARD MEMBERS CONTRACT# 527-17			.000		.00
SUB-TOTAL								72254.97
SALES TAX								.00
SIGNED BY: 								Total >>> 72254.97

Attachment: 2018-061 ATTH 05 Dealers Elec quote (1850 : 2018-061 RES Authorizing Completion of Downtown Parking and Two Way Street



114 Indian Lakes Lane Florahome, FL 32140
Phone: (386)-659-1316 Fax: (386)-659-1317

David W Orr
Director of Planning & Community Development
City of Texarkana, TX

May 23, 2018

RE: Paveway STS® Sole Provider

Dear Mr. Orr,

Paveway Systems, Inc. provides and installs the product known as Paveway STS®. STS® is the pattern pavement overlay that can be utilized on asphalt and or concrete for crosswalks, intersections, speed humps, etc. Paveway STS® is protected by Trade Secret and available exclusively through Paveway Systems, Inc.. Paveway STS® is not available through any subcontractors or distributors at this time.

Individuals currently employed and trained by Paveway Systems, Inc., referred to as the Installation Crew, are the only approved installers of Paveway's proprietary product STS®. Each project is overseen by a qualified installer with a minimum of 100,000 Sq. Ft. of installation experience.

Best Regards,

Tiffany Albright
President
Paveway Systems, Inc.

RESILIENT NEIGHBORHOODS

RECOMMENDED DOWNTOWN PLAN

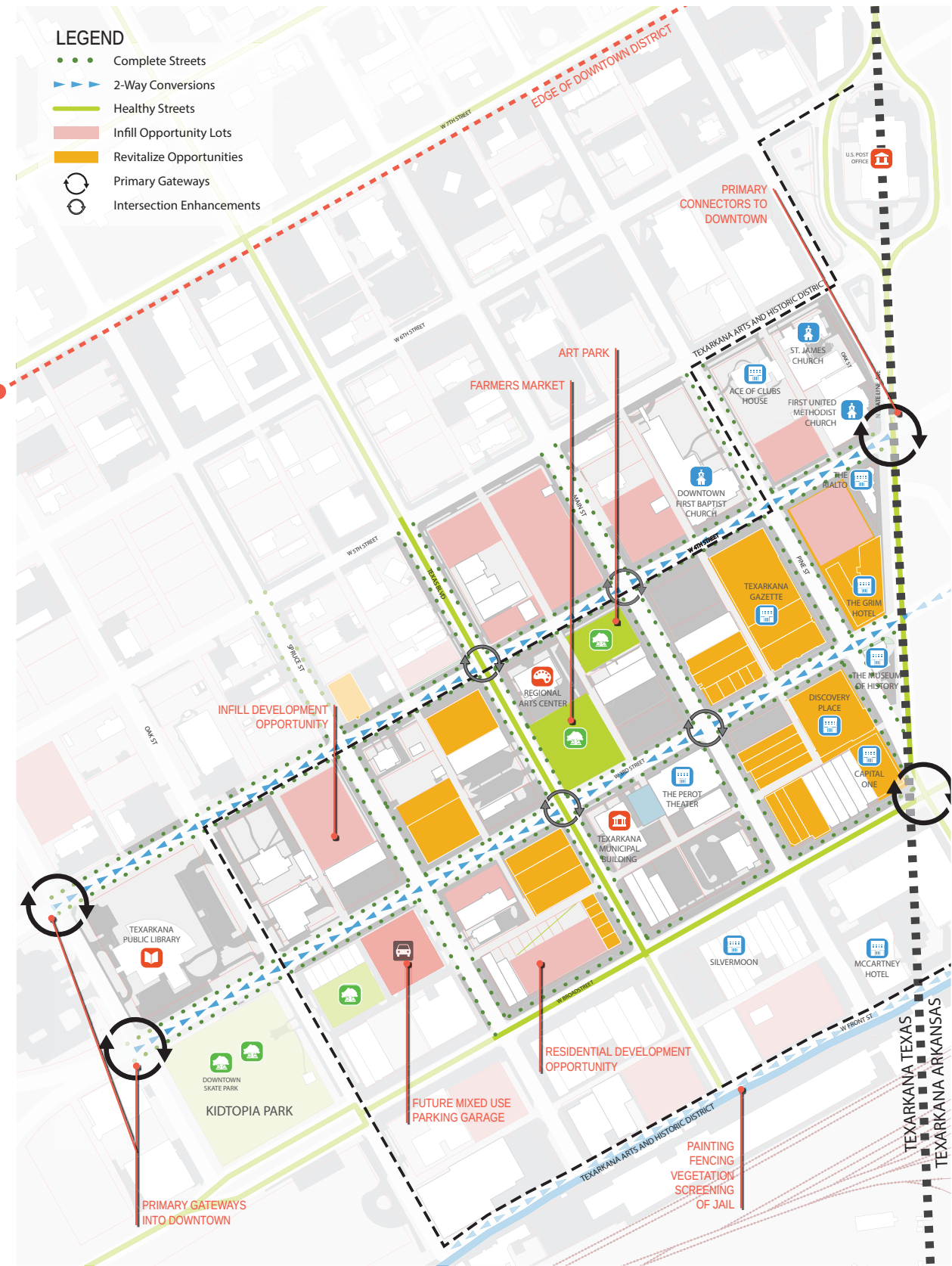
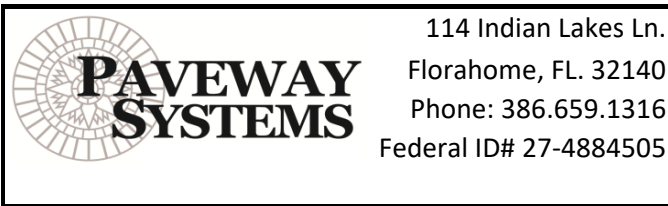


Figure 5.6 | Downtown Plan



**PRICE QUOTE
ACCEPTANCE**

City of Texarkana
David Orr

DATE: 5/23/2018
QUOTATION NUMBER: 1805-807A

JOB NAME

Texarkana Two Way Conversion

DESCRIPTION	TOTAL
Patterned Textured Asphalt/Concrete 266.66 S.Y. Paveway STS® STS Materials & Installation for the unit price of: \$129.69 per S.Y. Specifications: 1. Prepare surface by approved methods of Paveway Systems 2. Place pattern and single color design chosen. 3. Provide and install the STS system as per Paveway Systems specifications. 4. Certified installation with a 3 year warranty. 5. Removal or placement of asphalt/concrete and striping are not included. Conditions: 1. Based on Summer 2018 construction. Night/Day Installation depending on temperatures. 2. Full closure traffic control provided by others . Light tower provided by others. 3. Limits of textured areas to be laid out by others before our arrival. 4. Dumpster/trash pile area provided for our use, on or near site, by others. 5. One mobilization to site is included. Additional mobilizations will be \$6418.91. 6. Estimated 1-2 nights to completely install depending on traffic control. 7. Permits, bonds, fees not included. 8. Please allow 4-6 weeks for material manufacturing and scheduling. 9. Payment terms are Net 30 Days. 10. Final payment based on field measurements.	\$ 34,583.14
The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. SIGNATURE: _____	TOTAL: \$ <u>34,583.14</u>

Thank you for the opportunity to provide a quotation. Please contact me if you have any questions.

Scott Hope
 Paveway Systems, Inc.
s.hope@pavewaysystems.com
www.pavewaysystems.com

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 5/24/2018 10:20 AM

Lead Department: City Manager **Action Officer:** Jennifer Evans, City Secretary
Ordinance No. 2018-065 amending the Code of Ordinances by adding Section
28-13, "Prohibited Conduct on Public Transportation", and repealing and
deleting Article VI, "Public Transit Offenses", and Section 28-131,
Subject: "Prohibitions; Public Transit Offenses".

Briefing: 5/29/2018 **Public Hearing:** **Council Vote:** 5/29/2018

Item Schedule

Updates/History of Briefing: NOT APPLICABLE

Executive Summary and Background Information:

An evaluation of Section 28-131 of the Code of Ordinances reveals a lack of prosecutorial history, delineation of various acts or conduct proscribed by other Code provisions, and certain provisions superseded in part by changes in Texas law. Texarkana Urban Transit District (TUTD), operating as T-Line Bus System, has rules for safety precautions and customer conduct. Therefore, city staff recommends amending sections of Chapter 28 of the Code of Ordinances as outlined in this ordinance.

Potential Options:

- * None
 - * Fiscal Implications:
- None

Staff Recommendation:

Staff recommends approval of this ordinance.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. 2018-065 ORD amend Code Ch. 28 Prohibition on Public Transp (DOC)
- b. 2018-065 Goals & Perspectives (DOCX)

City of Texarkana, Texas

Staff Coordination

City Manager	Jennifer Evans	Department Head Review	Completed
	05/24/2018 9:34 AM		
Municipal Prosecutor	Jennifer Evans	Asst. City Attorney Review	Skipped
	05/24/2018 10:14 AM		
City Manager	Jennifer Evans	Deputy City Manager Review	Skipped
	05/24/2018 10:15 AM		
City Attorney	Jeffery C. Lewis	City Attorney Review	Completed 05/24/2018
	10:21 AM		
Deputy City Manager - Kyle Dooley	Kyle Dooley	Deputy City Manager	
Review	Completed	05/24/2018 10:52 AM	
Public Information Officer	Lisa Thompson	PIO Review	Completed
	05/24/2018 10:59 AM		
City Manager	Shirley Jaster	City Manager Review	Completed 05/24/2018
	3:28 PM		
City Council	Vicky Coopwood	Meeting	Pending 05/29/2018
	6:00 PM		

Meeting History

PUBLISH

ORDINANCE NO. 2018 – 065

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE CODE OF ORDINANCES, CHAPTER 28, “OFFENSES AND MISCELLANEOUS PROVISIONS”, BY ADDING SECTION 28-13, “PROHIBITED CONDUCT ON PUBLIC TRANSPORTATION”, AND REPEALING AND DELETING ARTICLE VI, "PUBLIC TRANSIT OFFENSES", AND SECTION 28-131, "PROHIBITIONS; PUBLIC TRANSIT OFFENSES"; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an evaluation of Section 28-131 of the Code of Ordinances reveals a lack of prosecutorial history, delineation of various acts or conduct proscribed by other Code provisions, and certain provisions superseded in part by changes in Texas law; and

WHEREAS, Texarkana Urban Transit District (TUTD), operating as T-Line Bus System, has rules for safety precautions and customer conduct; and

WHEREAS, City staff recommends amending the Code by repealing Section 28-131 and adding a general provision in Chapter 28 making conduct prohibited by the Code on public property applicable to such conduct on public transit system vehicles, facilities, and locations.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: The Code of Ordinances of the City of Texarkana, Texas, is hereby amended to add the following Section 28-13 to Chapter 28, “Offenses and Miscellaneous Provisions”:

Sec. 28-13. - Prohibited Conduct on Public Transportation

Any prohibited conduct on public property as set out in this Code shall also apply to prohibit such conduct on public transit system vehicles, facilities, and locations. Public transit agencies may promulgate rules for safety precautions and customer conduct consistent with this Code and state and federal law.

SECTION 2: The Code of Ordinances of the City of Texarkana, Texas, Chapter 28, “Offenses and Miscellaneous Provisions”, Article VI, "Public Transit Offenses", and Section 28-131, "Prohibitions; public transit offenses", are hereby repealed and deleted in their entirety; and the Code shall hereafter read, “ARTICLE VI. - RESERVED”, deleting all section numbers under said Article VI.

SECTION 3: The City Secretary shall give notice of the passage of this ordinance as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

PUBLISH

SECTION 4: This Ordinance shall be in full force and effect ten (10) days after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **29th day of May, 2018.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☐ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☒ Provide Courteous & Responsive Customer Service ☒ Model a Positive City Image ☐ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

☐ Newspaper Notice (Required by Statute)	☐ Public Hearing (Required by Statute)
☐ Public Forum/Input Session	☐ Press Release
☐ E-News Distribution	☐ Website Notice
☐ Social Media (Twitter, Facebook, etc.)	☐ Special Mailing
☐ Flyers Posted	☐ Banners Posted
☐ Survey	☐ Automated Phone Call
☒ None Required	☐

Other:

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 5/24/2018 3:25 PM

Lead Department: City Manager **Action Officer:** Jennifer Evans, City Secretary
Subject: Resolution No. 2018-066 establishing criteria for honorary street designations.
Briefing: 5/29/2018 **Public Hearing:** **Council Vote:** 5/29/2018

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

This resolution will establish criteria for consideration of requests for honorary street designations.

Potential Options:

- To accept the recommendation
- To reject the recommendation

Fiscal Implications:

Within budgeted funds available

Staff Recommendation:

Staff recommends approval

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- 2018-066 RES honorary street toppers (rev 3) (DOCX)
- 2018-066 Goals & Perspectives (DOCX)

Staff Coordination

City of Texarkana, Texas

City Manager	Jennifer Evans	Department Head Review	Completed	
	05/23/2018 1:29 PM			
City Manager	Shirley Jaster	Review	Completed	05/23/2018
3:05 PM				
Deputy City Manager -	Kyle Dooley	Kyle Dooley	Deputy City Manager	
Review	Completed	05/23/2018 5:23 PM		
Public Information Officer		Lisa Thompson	PIO Review	Completed
	05/23/2018 5:26 PM			
City Manager	Shirley Jaster	City Manager Review	Completed	05/24/2018
3:25 PM				
City Council	Vicky Coopwood	Meeting	Pending	05/29/2018
6:00 PM				

Meeting History

RESOLUTION NO. 2018 - 066

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ESTABLISHING CRITERIA FOR HONORARY STREET DESIGNATIONS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, by Resolution Nos. 2017-002 and 2018-002, the City Council designated the portion of the West 3rd Street corridor from Oak Street to State Line Avenue as “Scott Joplin Way” and authorized placement of signage indicating the designation; and

WHEREAS, the City Council finds and determines that the best interests of the citizens will be served by establishing criteria for consideration of requests for honorary street designations.

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

SECTION 1: That the City Council establishes the following non-exclusive criteria for consideration of requests for honorary street designations:

The Honoree:

- The honoree shall have been a citizen of Texarkana, Texas, whose local efforts improved or positively affected the residents of the City.
- Requests shall be restricted to posthumous honors.

Date, Scope, and Duration:

- The request shall relate to a local historic date or anniversary, public celebration, or mayoral proclamation.
- The duration of the designation shall be specified by City Council resolution.

Signage:

- The signage indicating the designation shall be limited to a “topper” affixed to existing street name signs; no streets will be renamed.
- The design and color scheme of signage shall be within the discretion of the City Manager or designee.
- Unless privately funded, the cost of signage shall neither exceed nor exhaust the entirety of funds budgeted annually for honorary street designations.

SECTION 2: That nothing in this Resolution shall obligate or require the City Council to approve any requests for honorary street designations.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **29th day of May, 2018.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☐ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☒ Maximize Partnership Opportunities ☒ Provide Courteous & Responsive Customer Service ☒ Model a Positive City Image ☐ Deliver Efficient Services ☒ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

☐ Newspaper Notice (Required by Statute)	☐ Public Hearing (Required by Statute)
☐ Public Forum/Input Session	☐ Press Release
☐ E-News Distribution	☐ Website Notice
☐ Social Media (Twitter, Facebook, etc.)	☐ Special Mailing
☐ Flyers Posted	☐ Banners Posted
☐ Survey	☐ Automated Phone Call
☒ None Required	☐

Other:

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 5/25/2018 11:10 AM

Lead Department: City Manager **Action Officer:** Jennifer Evans, City Secretary
Subject: Resolution No. 2018-067 designating with an honorary street sign "topper" a portion of M. L. King, Jr. Boulevard, Plum and Apple Streets as "A.E. Alton Way".
Briefing: 5/29/2018 **Public Hearing:** **Council Vote:** 5/29/2018

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Potential Options:

- To accept this resolution
- To reject this resolution

Fiscal Implications:

Within budgeted funds available.

Staff Recommendation:

Staff recommends approval of this resolution.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- 2018-067 RES honorary Alton street topper (rev 2) (DOCX)
- 2018-067 EXH 'A' AE Alton Way Map (PDF)
- 2018-067 Goals & Perspectives (DOCX)

City of Texarkana, Texas

Staff Coordination

City Manager	Jennifer Evans	Department Head Review	Completed	
	05/24/2018 9:56 AM			
City Manager	Shirley Jaster	Review	Completed	05/24/2018
3:48 PM				
Deputy City Manager - Kyle Dooley	Kyle Dooley	Deputy City Manager		
Review	Completed	05/24/2018 3:58 PM		
Public Information Officer	Lisa Thompson	PIO Review	Completed	
	05/24/2018 3:58 PM			
City Manager	Shirley Jaster	City Manager Review	Completed	05/24/2018
4:12 PM				
City Council	Vicky Coopwood	Meeting	Pending	05/29/2018
6:00 PM				

Meeting History

RESOLUTION NO. 2018 - 067

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, DESIGNATING A PORTION OF M. L. KING, JR. BOULEVARD, PLUM AND APPLE STREETS, AS “A. E. ALTON WAY”; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in connection with the semicentennial of the last graduating class of the Paul Laurence Dunbar High School, the City Council has been asked to consider designating a portion of a portion of M. L. King, Jr. Boulevard, Plum and Apple Streets as “A. E. Alton Way” in honor of Arthur E. Alton, who served as principal of the high school from 1935 until 1966; and

WHEREAS, the City Council finds and determines that the proposed honoree was a citizen of Texarkana, Texas, whose local efforts improved or positively affected the residents of the City; the requested honor is posthumous and relates to a local historic date or anniversary; and the expenditure for signage indicating the designation would be within budgeted funds.

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

SECTION 1: That a portion of M. L. King, Jr. Boulevard, Plum and Apple Streets be officially designated as “A. E. Alton Way” on a permanent basis, and authority is given to the City to place signage that indicates this designation at the intersections identified in the map attached to this Resolution as **Exhibit “A”**. The signage indicating the designation shall be limited to a “topper” affixed to existing street name signs; no streets will be renamed. The design and color scheme of signage shall be within the discretion of the City Manager or designee.

SECTION 2: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **29th day of May, 2018**.

ATTEST:

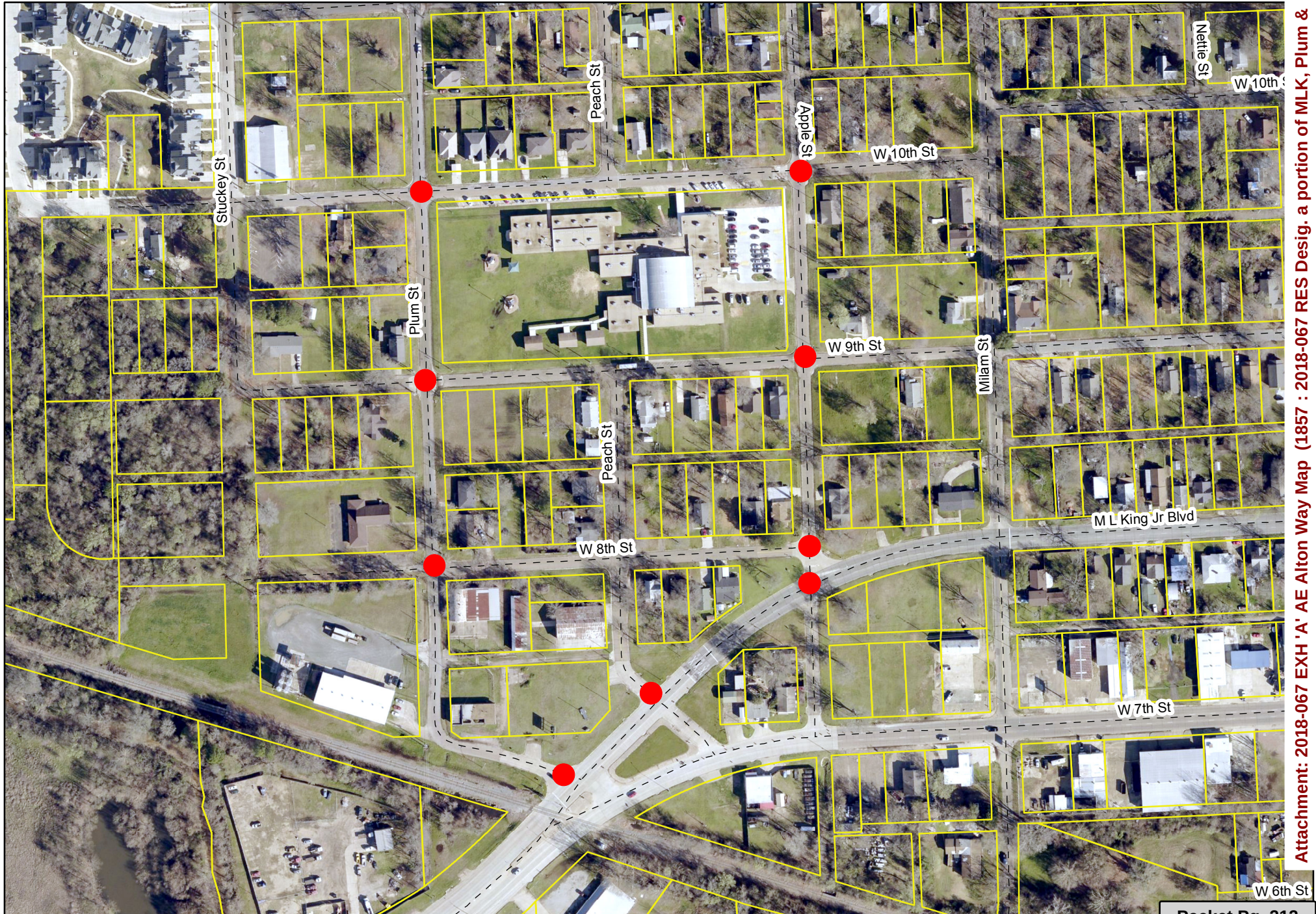
JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Exhibit "A"

A. E. Alton Way

Designated Intersections



Attachment: 2018-067 EXH 'A' AE Alton Way Map (1857 : 2018-067 RES Desig. a portion of MLK, Plum &

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☐ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☒ Provide Courteous & Responsive Customer Service ☒ Model a Positive City Image ☐ Deliver Efficient Services ☒ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

☐ Newspaper Notice (Required by Statute)	☐ Public Hearing (Required by Statute)
☐ Public Forum/Input Session	☐ Press Release
☐ E-News Distribution	☐ Website Notice
☐ Social Media (Twitter, Facebook, etc.)	☐ Special Mailing
☐ Flyers Posted	☐ Banners Posted
☐ Survey	☐ Automated Phone Call
☒ None Required	☐

Other:

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 5/24/2018 4:12 PM

Lead Department: City Manager **Action Officer:** Jennifer Evans, City Secretary
Resolution No. 2018-068 supporting the organization and mission of AR-TX
REDI (Regional Economic Development Incorporated) for connecting
Subject: prospective national and international business and industry contacts with
regional partners to build a stronger economy.

Briefing: 5/29/2018 **Public Hearing:** **Council Vote:** 5/29/2018

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The city supports and encourages bi-state regional economic development through its policies and programs. AR-TX REDI (Regional Economic Development Incorporated) has been organized and can serve as a catalyst to connect prospective national and international business and industry contacts with regional partners to build a stronger economy. Support of AR-TX REDI is in effort to support growth in Texarkana.

Potential Options:

- To accept the recommendation
- To reject the recommendation

Fiscal Implications:

Restricted funds for use

Staff Recommendation:

Staff recommends approval of this resolution.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

City of Texarkana, Texas

Attachments

- a. 2018-068 RES supporting REDI (DOCX)
- b. 2018-068 Goals & Perspectives (DOCX)

Staff Coordination

City Manager	Shirley Jaster	Department Head Review	Completed
	05/24/2018 3:09 PM		
Deputy City Manager - Review	Kyle Dooley	Kyle Dooley	Deputy City Manager
	Completed	05/24/2018 3:44 PM	
Public Information Officer		Lisa Thompson	PIO Review
	05/24/2018 3:59 PM		Completed
City Manager	Shirley Jaster	City Manager Review	Completed
4:13 PM			05/24/2018
City Council	Vicky Coopwood	Meeting	Pending
6:00 PM			05/29/2018

Meeting History

RESOLUTION NO. 2018 - 068

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, SUPPORTING THE ORGANIZATION AND MISSION OF AR-TX REDI (REGIONAL ECONOMIC DEVELOPMENT INCORPORATED) FOR CONNECTING PROSPECTIVE NATIONAL AND INTERNATIONAL BUSINESS AND INDUSTRY CONTACTS WITH REGIONAL PARTNERS TO BUILD A STRONGER ECONOMY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Texarkana, AR – Texarkana, TX Metropolitan Statistical Area (Texarkana MSA), as defined by the United States Office of Management and Budget, is a two-county region comprising the twin cities of Texarkana, Texas and Texarkana, Arkansas, and encompassing the surrounding communities in Bowie County, Texas and Miller County, Arkansas; and

WHEREAS, the Texarkana MSA is the anchor of a 106-mile interstate corridor pipe that continues to develop as a national crossroads for transportation and is now the home of three convergent interstate highways (I-49, I-30 and I-369) and contains access to rail, air, and natural resources; and

WHEREAS, the Texarkana MSA is positioned for exponential economic growth within the logistic, manufacturing, and transportation sectors; and

WHEREAS, the City Council of the City of Texarkana, Texas, supports and encourages bi-state, regional economic development through its policies and programs; and

WHEREAS, AR-TX REDI (Regional Economic Development Incorporated) has been organized and can serve as a catalyst to connect prospective national and international business and industry contacts with regional partners to build a stronger economy; and

WHEREAS, the City Council is of the opinion that supporting the AR-TX REDI organization and its mission to create a strong regional effort to attract new business and industry is critical to the growth of the Texarkana MSA.

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

SECTION 1: That the City Council wholeheartedly supports the efforts of AR-TX REDI and its mission statement to create a strong regional effort to attract business and industry to the Texarkana MSA.

SECTION 2: That the City Council, during budget planning, will consider creating a restricted fund for use in accordance with City policies and programs to attract new business and industry.

SECTION 3: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **29th** day of **May, 2018**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2018-068 RES supporting REDI (1858 : 2018-068 RES supporting AR-TX REDI)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☒ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☒ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☒ Model a Positive City Image ☒ Deliver Efficient Services ☒ Cultivate Community Involvement & Access
Manage the Resources	☒ Maintain Fiscal Strength ☒ Maximize Utilization & Resources ☐ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

☐ Newspaper Notice (Required by Statute)	☐ Public Hearing (Required by Statute)
☐ Public Forum/Input Session	☐ Press Release
☐ E-News Distribution	☐ Website Notice
☐ Social Media (Twitter, Facebook, etc.)	☐ Special Mailing
☐ Flyers Posted	☐ Banners Posted
☐ Survey	☐ Automated Phone Call
☒ None Required	☐

Other:

City of Texarkana, Texas

Version: B

Update Date: 5/23/2018 5:20 PM

Briefing Sheet

Lead Department: Economic Development **Action Officer:** Jerry Sparks, Economic Developer
Resolution No. 2018-064 authorizing the City Manager to negotiate and sign an economic development agreement with Gregg Orr for a term not to exceed ten (10) years to include a business incentive of a rebate of a portion of taxes paid by Gregg Orr and collected by the City derived from new business facilities to be constructed on an extension of Kenwood Road not to exceed Six Hundred Twelve Thousand Dollars (\$612,000).

Subject: Twelve Thousand Dollars (\$612,000).

Briefing: 5/29/2018 **Public Hearing:** 6/11/2018 **Council Vote:** 6/11/2018

Item Schedule

Schedule 2: Brief once - vote once (two weeks)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Gregg Orr has applied to the City of Texarkana for a rebate of property and/or sales taxes received by the City to fund reimbursement of costs for developing and constructing the street and other public infrastructure required to extend Kenwood Road.

Staff considers the construction of streets and other public infrastructure to be an exceptional project in accordance with paragraph 2.3.3.2 of the City of Texarkana's Chapter 380 Program Requirements.

Potential Options:

- Grant the City Manager the authority to enter into an incentive agreement
- Decline the application for an incentive under the Chapter 380 program

Fiscal Implications:

The total project would not exceed \$612,000 in tax rebates over a period of no more than ten (10) years.

Staff Recommendation:

Staff recommends approval

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

City of Texarkana, Texas

NOT APPLICABLE

Attachments

- a. 2018-064 RES GREGG ORR Chap 380 (DOC)
- b. 2018-064 ATTH 01 Orr Chapter 380 scoring matrix (XLSX)
- c. 2018-064 ATTH 02 Orr Kenwood Rd Prelim Civil Plans 4-30-18 (PDF)
- d. 2018-064 ATTH 03 Kenwood Extension Cost Estimate (XLSX)
- e. 2018-064 Goals & Perspectives (DOCX)

Staff Coordination

Economic Development	Jerry Sparks	Department Head Review	
Completed	05/24/2018 6:21 AM		
Deputy City Manager - Kyle Dooley	Kyle Dooley	Deputy City Manager	
Review	Completed	05/24/2018 8:23 AM	
City Attorney	Jeffery C. Lewis	Review	Completed 05/24/2018 9:07 AM
Public Information Officer	Lisa Thompson	PIO Review	Completed
	05/24/2018 9:10 AM		
City Manager	Shirley Jaster	City Manager Review	Completed 05/24/2018 3:58 PM
City Council	Vicky Coopwood	Meeting	Pending 05/29/2018 6:00 PM

Meeting History

RESOLUTION NO. 2018-064

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND SIGN AN ECONOMIC DEVELOPMENT AGREEMENT WITH GREGG ORR FOR A TERM NOT TO EXCEED TEN (10) YEARS TO INCLUDE A BUSINESS INCENTIVE OF A REBATE OF A PORTION OF THE AD VALOREM TAXES AND A PORTION OF SALES TAXES PAID BY GREGG ORR AND COLLECTED BY THE CITY OF TEXARKANA, TEXAS, DERIVED FROM NEW FACILITIES TO BE CONSTRUCTED ON AN EXTENSION OF KENWOOD ROAD NOT TO EXCEED SIX HUNDRED TWELVE THOUSAND DOLLARS (\$612,000); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council in Resolution 2015-120 adopted “Chapter 380 Program Requirements” to establish program guidelines for extending certain business incentives as authorized by Chapter 380 of the Texas Local Government Code; and

WHEREAS, Gregg Orr has submitted a request in compliance with the “Chapter 380 Program Requirements” for a business incentive relating to his plan to construct streets and other public infrastructure improvements and build new business facilities on an extension of Kenwood Road that will create and retain existing jobs and create new jobs in our community; and

WHEREAS, section 1.8 of the “Chapter 380 Program Requirements” defines “Eligible Project” to mean Eligible Property, Exceptional Project, Existing Facility, Expanded Facility, Facility Modernization, or New Facility which, as a direct result of granting a Business Incentive, is reasonably likely to cause (1) the retention or expansion of primary employment, (2) an increase in the City's property tax base, or (3) the attraction of a major investment that would contribute to new economic development within the City; and

WHEREAS, section 1.10 of the “Chapter 380 Program Requirements” defines “Exceptional Project” to mean a project that makes use of an underutilized asset, diversifies the local economic base, creates leverage with local economic interests, expands the local market for a good or service, or is located in a designated redevelopment or historical area or neighborhood; and

WHEREAS, City staff recommends, in accordance with the “Chapter 380 Program Requirements”, that the City Council authorize the City Manager to negotiate and sign an economic development agreement with Gregg Orr for a term not to exceed ten (10) years relating to Mr. Orr's plan to construct streets and other public infrastructure improvements and build new business facilities on an extension of Kenwood Road, deem the project to which the business incentive request relates as an “Exceptional Project”, and to include in the agreement a business incentive of a rebate of a portion of ad valorem taxes for property and a portion of the sales taxes paid by Gregg Orr and collected by the City derived from the new business facilities to be constructed not to exceed Six Hundred Twelve Thousand Dollars (\$612,000).

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

SECTION 1: That the City Manager is authorized to negotiate and sign an economic development agreement with Gregg Orr relating to Mr. Orr's plan to construct streets and other public infrastructure improvements and build new business facilities on an extension of Kenwood Road; and that the economic development agreement shall be for a term not to exceed ten (10) years and shall include a business incentive of a rebate of a portion of ad valorem taxes for property and a portion of the sales taxes paid by

Gregg Orr and collected by the City derived from the new business facilities to be constructed on the extension of Kenwood Road not to exceed Six Hundred Twelve Thousand Dollars (\$612,000).

SECTION 2: That the City Council finds and determines that the project related to the requested business incentive is deemed an “Exceptional Project” since the construction of streets and other public infrastructure in the particular location advances the goals set out in section 1.10 of the “Chapter 380 Program Requirements”.

SECTION 3: That the City Manager is hereby authorized to sign any other documents necessary or ancillary to the economic development agreement authorized in Section 1 of this Resolution.

SECTION 4: That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **11th day of June, 2018.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Chapter 380 Agreement Approval Matrix

Applicant:**Policy Criteria(must meet at least one of the following)****5 points for 1st criteria; 1 point subsequent criteria**

At least fifty (50) jobs will be created or retained that meet or exceed the per capita income level in the Texarkana MSA.

The project has a substantial contribution to redevelopment efforts as opposed to merely transferring employment from one business in the City to another;

At least \$5,000,000 in annual payroll will be paid by the project

At least \$400,000 in local sales taxes are to be directly generated by the project.

The project value, including land, construction and fixed improvements, totals at least \$10,000,000 for new Construction or at least \$5,000,000 for an Existing Facility

Construction of public infrastructure

Comments

0

1

0

Need sales tax projection

Estimated costs, at this time, will exceed \$9M

5

Financial Criteria**(must meet at least one of the following)****O-5 points for each criteria; scores will determine approval, term, & interest rate**

Financial tracking ability

1

Project Costs Reasonable

1

All Sources of Funding Committed

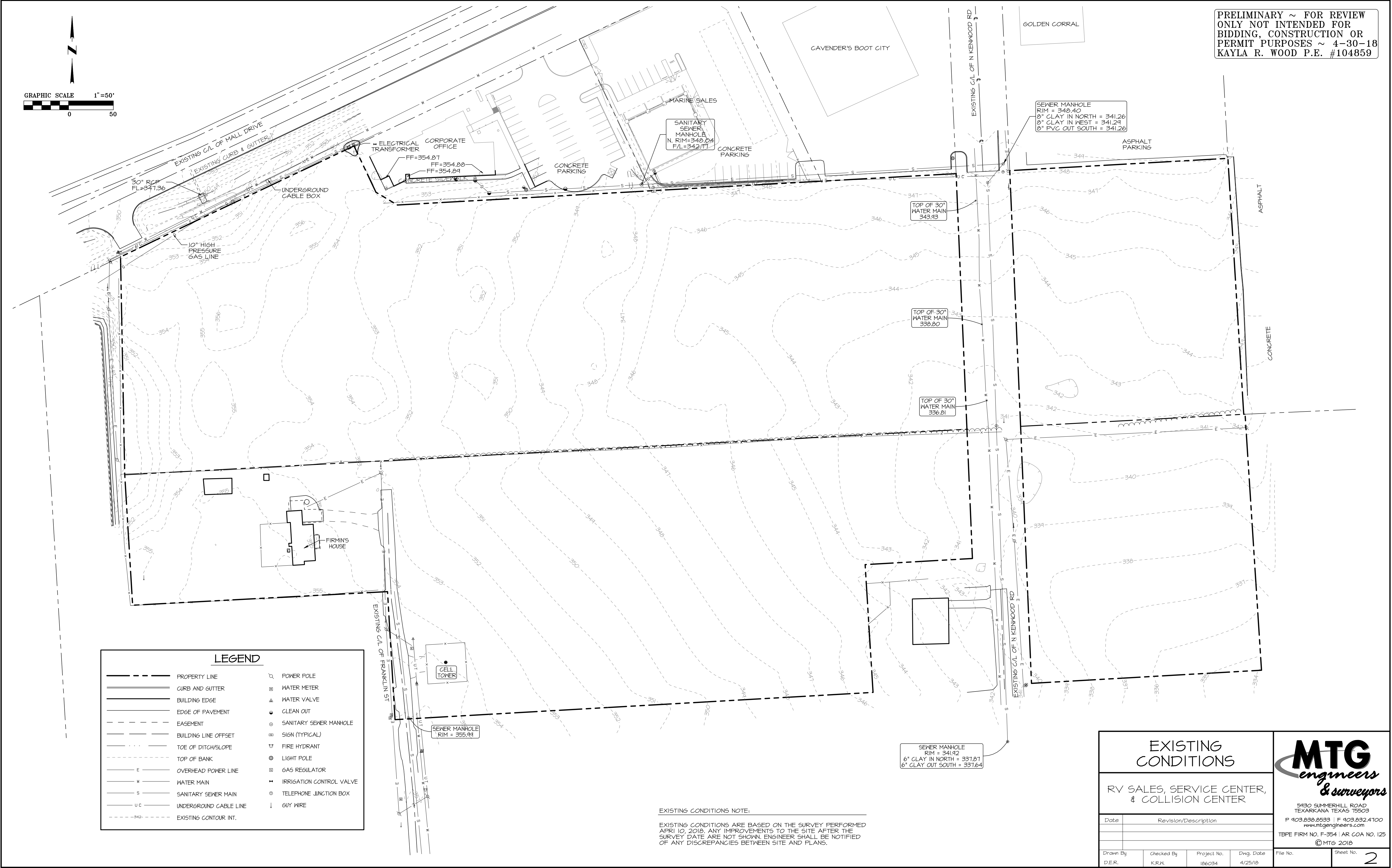
Term 10 yrs or less

Total

8

“Exceptional Project” means a project that makes use of an underutilized asset, diversifies the local economic base, creates leverage with local economic interests, expands the local market for a good or service, or is located in a designated redevelopment or historical area or neighborhood.

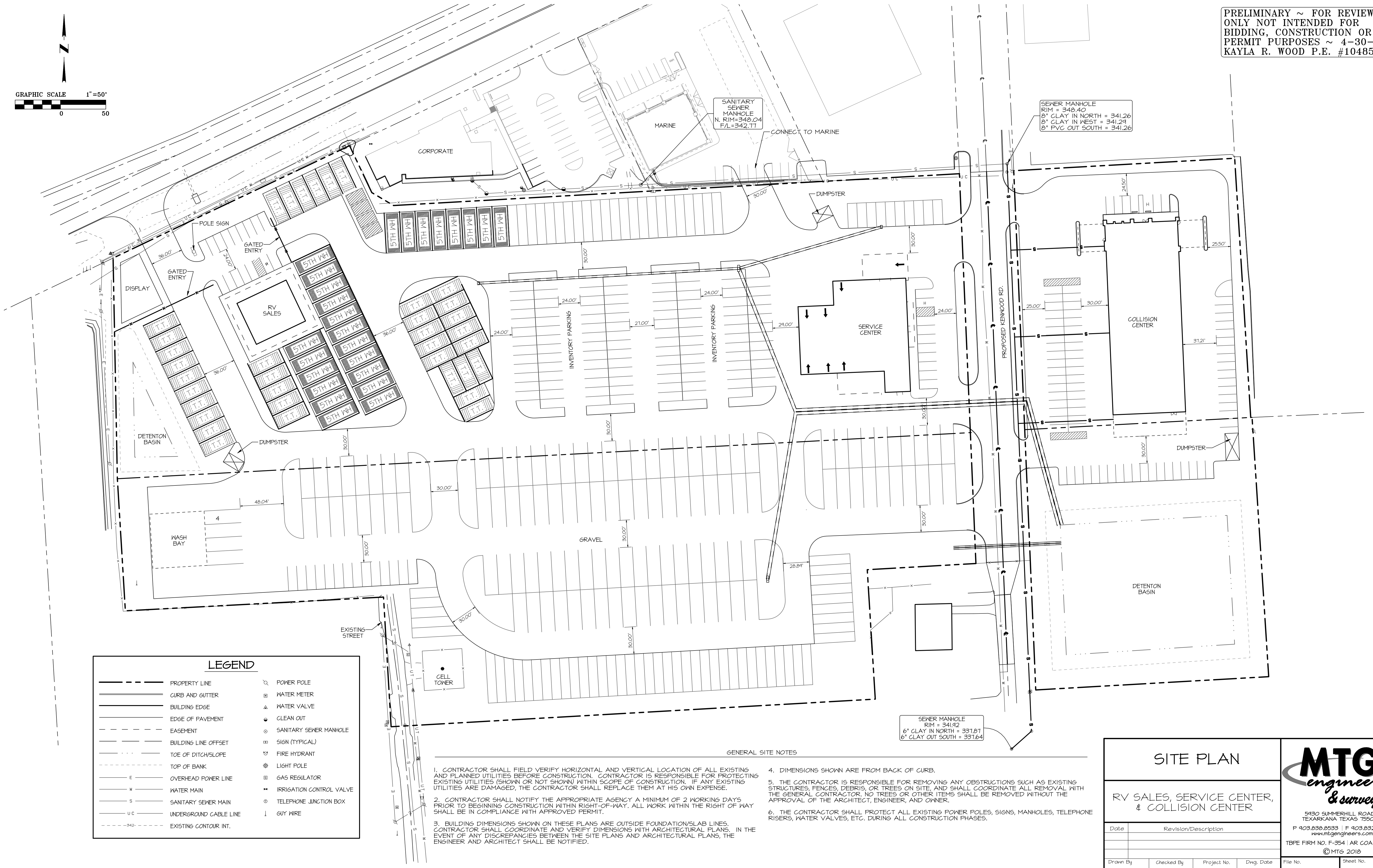
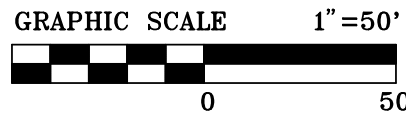
2018-064 ATTH 02



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2018-064 ATTH 02

PRELIMINARY ~ FOR REVIEW
ONLY NOT INTENDED FOR
BIDDING, CONSTRUCTION OR
PERMIT PURPOSES ~ 4-30-18
KAYLA R. WOOD P.E. #104859



LEGEND	
	PROPERTY LINE
	CURB AND GUTTER
	BUILDING EDGE
	EDGE OF PAVEMENT
	EASEMENT
	BUILDING LINE OFFSET
	TOE OF DITCH/SLOPE
	TOP OF BANK
	OVERHEAD POWER LINE
	WATER MAIN
	SANITARY SEWER MAIN
	UNDERGROUND CABLE LINE
	EXISTING CONTOUR INT.
	POWER POLE
	WATER METER
	WATER VALVE
	CLEAN OUT
	SANITARY SEWER MANHOLE
	SIGN (TYPICAL)
	FIRE HYDRANT
	LIGHT POLE
	GAS REGULATOR
	IRRIGATION CONTROL VALVE
	TELEPHONE JUNCTION BOX
	GUY WIRE

- GENERAL SITE NOTES
- CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING AND PLANNED UTILITIES BEFORE CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN WITHIN SCOPE OF CONSTRUCTION). IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT HIS OWN EXPENSE.
 - CONTRACTOR SHALL NOTIFY THE APPROPRIATE AGENCY A MINIMUM OF 2 WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION WITHIN RIGHT-OF-WAY. ALL WORK WITHIN THE RIGHT OF WAY SHALL BE IN COMPLIANCE WITH APPROVED PERMIT.
 - BUILDING DIMENSIONS SHOWN ON THESE PLANS ARE OUTSIDE FOUNDATION/SLAB LINES. CONTRACTOR SHALL COORDINATE AND VERIFY DIMENSIONS WITH ARCHITECTURAL PLANS. IN THE EVENT OF ANY DISCREPANCIES BETWEEN THE SITE PLANS AND ARCHITECTURAL PLANS, THE ENGINEER AND ARCHITECT SHALL BE NOTIFIED.
 - DIMENSIONS SHOWN ARE FROM BACK OF CURB.
 - THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ANY OBSTRUCTIONS SUCH AS EXISTING STRUCTURES, FENCES, DEBRIS, OR TREES ON SITE, AND SHALL COORDINATE ALL REMOVAL WITH THE GENERAL CONTRACTOR. NO TREES OR OTHER ITEMS SHALL BE REMOVED WITHOUT THE APPROVAL OF THE ARCHITECT, ENGINEER, AND OWNER.
 - THE CONTRACTOR SHALL PROTECT ALL EXISTING POWER POLES, SIGNS, MANHOLES, TELEPHONE RISERS, WATER VALVES, ETC. DURING ALL CONSTRUCTION PHASES.

SITE PLAN

RV SALES, SERVICE CENTER, & COLLISION CENTER

Date	Revision/Description		
Drawn By	Checked By	Project No.	Dwg. Date
D.E.R.	K.R.W.	186034	4/25/18

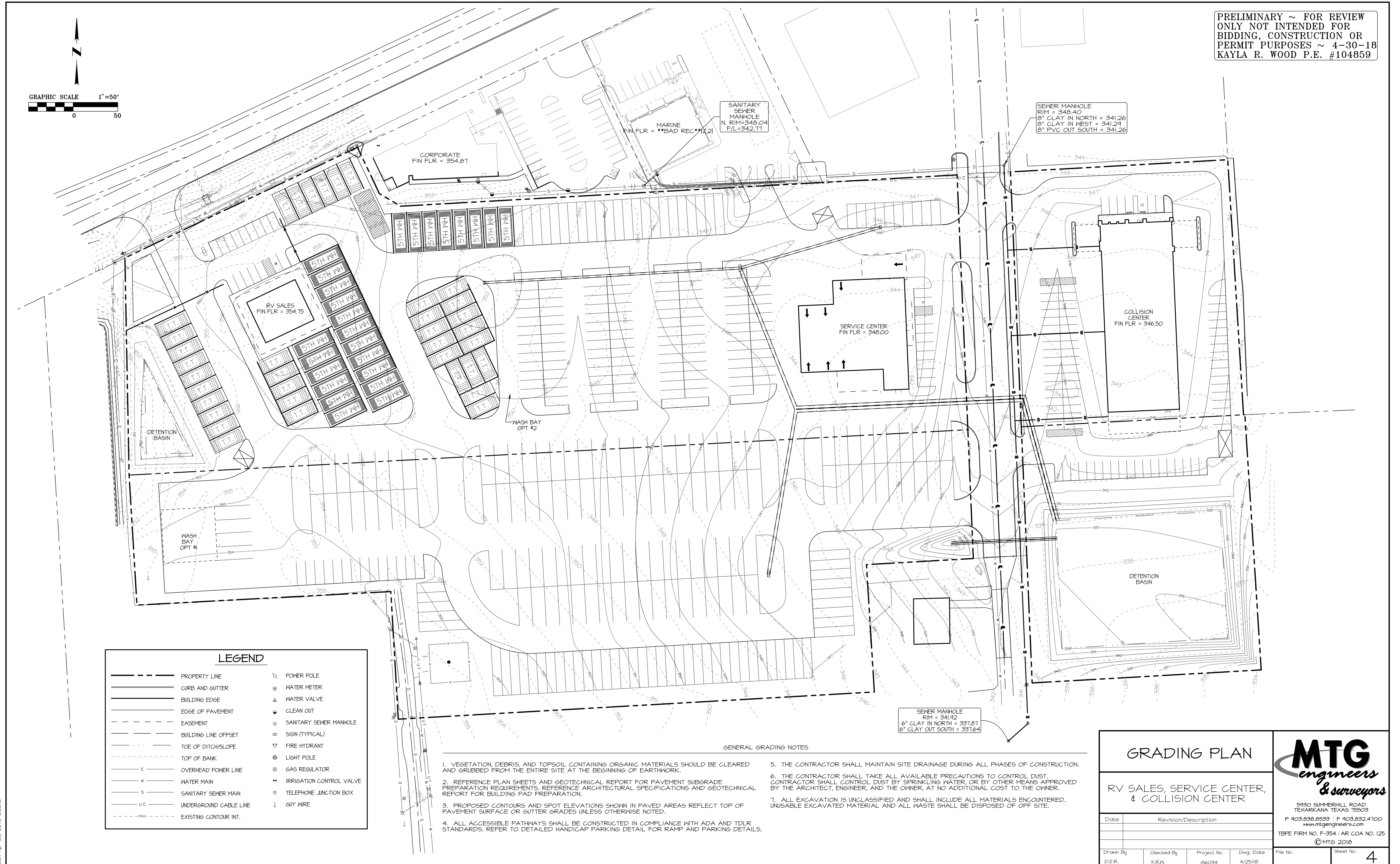
MTG
engineers
& surveyors

5430 SUMMERHILL ROAD
TEXARKANA, TEXAS 75503
P 903.838.8533 | F 903.832.4100
www.mtgengineers.com
TBPE FIRM NO. F-354 | AR COA NO. 125
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File No.	Sheet No.
	3

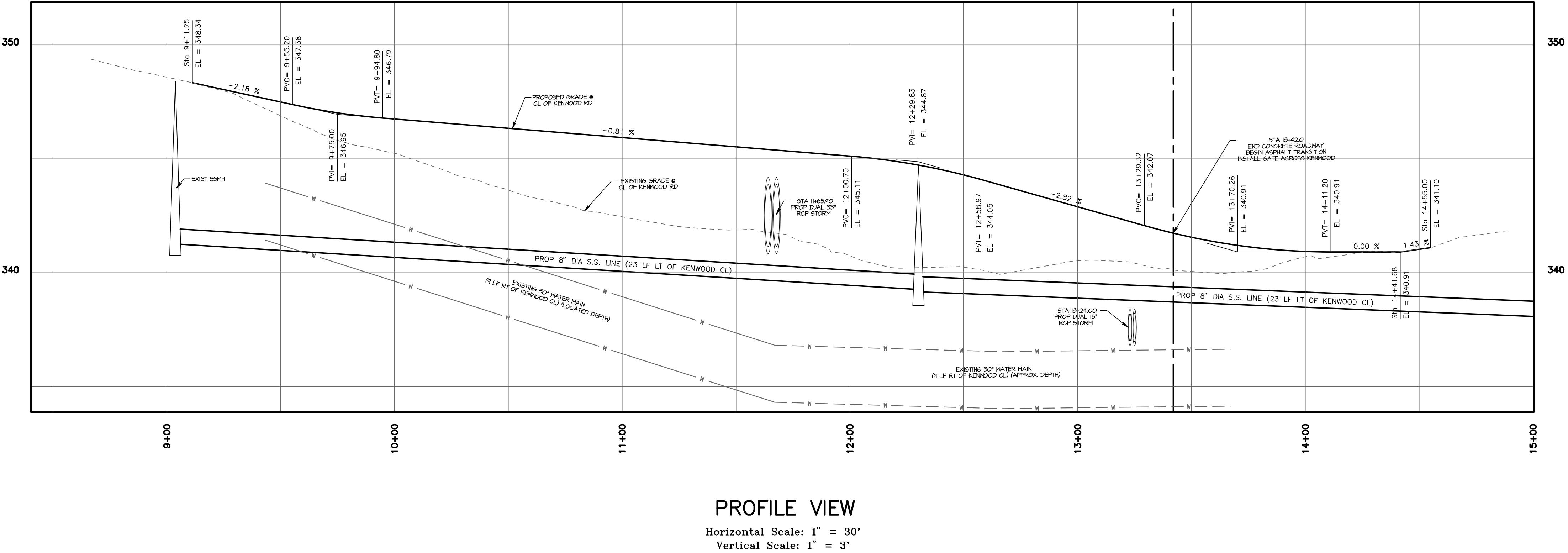
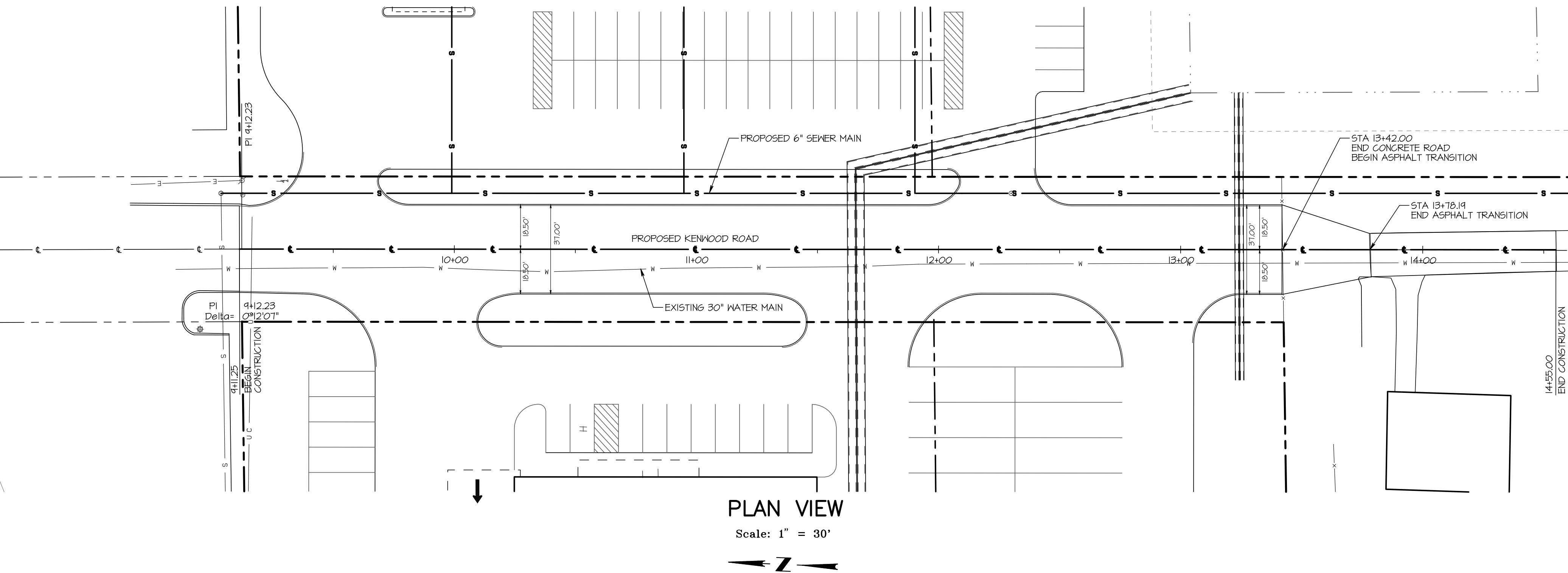
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2018-064 ATTH 02



2018-064 ATTH 02

PRELIMINARY ~ FOR REVIEW
ONLY NOT INTENDED FOR
BIDDING, CONSTRUCTION OR
PERMIT PURPOSES ~ 4-30-18
KAYLA R. WOOD P.E. #104859



KENWOOD ROAD
PLAN & PROFILE

RV SALES, SERVICE CENTER,
& COLLISION CENTER

MTG

engineers
& surveyors

5430 SUMMERHILL ROAD
TEXARKANA, TEXAS 75503
P 903.838.8533 | F 903.832.4100
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Date	Revision/Description			
Drawn By D.E.R.	Checked By K.R.W.	Project No. 186034	Dwg. Date 4/25/18	File No.
Sheet No. 5				

X:\2018 Projects\186034_Gregg Orr Master Planning and Rezoning\05_Engineering Design\Design_02.pro
Mon Apr 30, 2018 8:25AM

				Estimate	
ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT	TOTAL
NO.				PRICE	
1	1	LS	Mobilization & General Conditions	\$50,000.00	\$50,000.
2	6	MO	Barricades, Signs and Traffic Handling	\$750.00	\$4,500.
3	5.00	STA	Preparing Right-of-Way	\$3,000.00	\$15,000.
4	1,000	CY	Common Roadway Excavtion	\$7.00	\$7,000.
5	4,500.00	CY	Common Embankment	\$12.00	\$54,000.
6	750.00	SY	Geogrid (Type 1)	\$3.50	\$2,625.
7	250	CY	Undercut	\$8.00	\$1,998.
8	250	CY	Select Fill	\$10.00	\$2,497.
9	1,950	SY	Lime Treated Subgrade	\$3.75	\$7,312.
10	34	TON	Lime (Quicklime-Dry)	\$195.00	\$6,654.
11	273	GAL	Asphalt Prime (MC 30)	\$7.50	\$2,047.
12	1,768	SY	Vibratory Screed Reinforced Concrete Pavement (7")	\$59.50	\$105,182.
13	860	LF	Monolithic Curb (TY II)	\$4.00	\$3,440.
14	160	SY	Concrete Driveways (6")	\$66.70	\$10,672.
15	44	SY	Rock Rip Rap	\$45.00	\$2,000.
16	440	LF	33" RCP Pipe	\$81.00	\$35,640.
17	1,095	LF	Trench Excavation Protection	\$1.10	\$1,204.
18	2	EA	33" Safety End Treatment (4:1)	\$1,360.00	\$2,720.
19	2	EA	TY III Curb Inlet	\$6,000.00	\$12,000.
20	2	EA	Remote Operated Gates	\$7,500.00	\$15,000.
21	400	LF	8" Water Main (PVC)	\$20.00	\$8,000.
22	100	LF	8" Water Main (DIP)	\$50.00	\$5,000.
23	1	EA	8"x30" Tapping Sleeve and Valve	\$15,000.00	\$15,000.
24	1	EA	8"x6" Tee	\$500.00	\$500.
25	6	EA	6" Gate Valve	\$850.00	\$5,100.
26	3	EA	8" Gate Valve	\$1,400.00	\$4,200.
27	2	EA	Fire Hydrant Assembly	\$2,930.00	\$5,860.
28	330	LF	8" Sewer Main (SDR 26) (6-12' depth)	\$43.00	\$14,190.
29	325	LF	8" Sewer Main (DIP)	\$81.00	\$26,325.
30	2	EA	Install 4' Dia. Manhole	\$3,000.00	\$6,000.
31	2	EA	Connect to Existing Manhole	\$2,000.00	\$4,000.
32	750	LF	Silt Fence Erosion Control	\$3.10	\$2,325.
33	2	EA	Inlet Protection	\$150.00	\$300.
34	100	LF	Rock Filter Dams (TY 1)	\$40.00	\$4,000.
35	1	EA	Construction Entrance/Exit	\$1,500.00	\$1,500.
36	1	EA	Concrete Wash-Out	\$800.00	\$800.
37	2,500	SY	Broadcast Speeding (Temporary)	\$0.25	\$625.
38	500	SY	Sodding for Erosion Control (Block Sod) (Bermuda)	\$4.00	\$2,000.
39	1,000	SY	Cellulose Fiber Mulch Seed (Prem) (Urban)	\$0.25	\$250.
40	1,000	LBS	Fertilizer (13-13-13)	\$0.20	\$200.
41	500	MG	Vegetative Watering	\$15.00	\$7,500.
42	1	LS	Pavement Surface Prepartion for Markings	\$3,000.00	\$3,000.
43	1	LS	Striping TY I (W) (4") (SLD)	\$3,000.00	\$3,000.
44	3	EA	Roadside Signs	\$800.00	\$2,400.
45	750	LF	2" Lighting Conduit with Conductors (Wire)	\$4.25	\$3,187.
46	3	EA	Single Light Pole and Fixture	\$4,000.00	\$12,000.
47	3	EA	Light Pole Foundation	\$600.00	\$1,800.
48	1	EA	Connect to Existing Electrical Service	\$1,674.00	\$1,674.
49	2,600	LF	4" Conduit	\$3.80	\$9,880.
50	2	EA	Electrical Vaults	\$14,607.00	\$29,214.
51	1,500	CY	Detention Basin Excavation	\$10.00	\$15,000.
52	500	CY	Detention Basin Fill	\$10.00	\$5,000.
53	1	LS	Detention Basin Outlet Structure	\$15,000.00	\$15,000.
			Total		\$556,324.
			Contingency	10%	\$55,632.
			Design/Construction Admin\Testing\Construction Acceptance	10%	\$55,632.
					\$667,589.

Attachment: 2018-064 ATTH 03 Kenwood Extension Cost Estimate (1854 : 2018-064 RES Authorizing City Manager to enter into Chapter 380 incentive agreement)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☐ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☒ Model a Positive City Image ☐ Deliver Efficient Services ☐ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☒ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

☐ Newspaper Notice (Required by Statute)	☐ Public Hearing (Required by Statute)
☐ Public Forum/Input Session	☐ Press Release
☐ E-News Distribution	☐ Website Notice
☐ Social Media (Twitter, Facebook, etc.)	☐ Special Mailing
☐ Flyers Posted	☐ Banners Posted
☐ Survey	☐ Automated Phone Call
☒ None Required	☐

Other:

City of Texarkana, Texas

Briefing Sheet

Version: A

Update Date: 5/10/2018 10:57 AM

Lead Department: Planning and Community Development **Action Officer:** Debbie Burk,
Ordinance No. 2018-056 amending PD-18-2(C) for site plan approval on a
8.104 acre tract of land in the George Brinlee HRS, A-18, located in the 4000
block of Mall Drive. Gregg Orr, applicant. Kayla Wood, MTG Engineering
Subject: and Surveying, agent.

Briefing: 5/29/2018 **Public Hearing:** 5/29/2018 **Council Vote:** 5/29/2018

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Amendment to PD-18-2(C): This is a request for site plan approval by Gregg Orr, owner, and Kayla Wood, MTG Engineers & Surveyors, agent, on an 8.04 acre tract of land in the George Brinlee HRS, A-18, located in the 4000 block of Mall Drive. The proposed uses are a collision center, a marine and RV service center and a RV sales lot. In addition, there will be a concrete parking area for inventory overflow parking. This property is currently vacant land. This development will be constructed in phases.

The adjacent zoning is Planned Development-General Retail to the north and east, General Retail to the west and Single Family-2 to the south. The adjacent land use is a small vacant tract and Fairfield Inn to the west, Town West Shopping Center to the east and vacant land and residences to the south. The following uses are located north of this tract: Gregg Orr's corporate office, Gregg Orr Boat Sales, Cavender's, and Golden Corral Restaurant.

Please see the attached site plan showing the proposed layouts of the three buildings that consists of the following:

1. RV Sales building
 - 3000 sq. ft. office building
 - 17 parking spaces with 1 handicapped space
 - Inventory spaces: 35 travel trailers, 25 5th wheels and five 10' x 20' trailers.
2. Marine Service Center
 - 11,700 sq. ft. building (3,000 sq. ft. office and 8,700 sq. ft. shop)
 - 19 parking spaces with one handicapped space
 - Inventory: 139 spaces

City of Texarkana, Texas

3. Collision Center (to be constructed on the east side of the proposed Kenwood Road extension)
 - 4,800 sq. ft. office building
 - 12,000 sq. ft. shop building
 - 28 parking spaces with 2 handicapped spaces
 - Inventory – 50 spaces

Inventory parking layout striping could be subject to change based on inventory vehicle size.

The three proposed new buildings will have a façade of stone and pre-finished metal. Access to the property off Mall Drive is shown at the northwest corner of this tract. The proposed signage will be a 35' pole sign like Classic Auto's existing sign and will be located just east of the proposed drive. A display area is shown west of the proposed drive. A small detention basin is shown at the southwest corner of the property. Three dumpster locations are shown. A gated entry to the RV sales lot is shown off the driveway. One gated entry is required at the south end of the proposed Kenwood Road extension. Per the Fire Department, Knox switches on electric gates and Knox boxes on buildings are required by City Ordinance.

The owner, Mr. Gregg Orr, plans to construct the extension of Kenwood Road off Mall Drive. The owner will be responsible for maintaining the Kenwood Road extension and no right-of-way will be dedicated at this time. Per the Engineering Department, Kenwood Road will only be allowed to be connected at this time if it is gated on the south end of the new street and only Gregg Orr employees will be allowed to use this entrance. The City has a project to reconstruct Kenwood Road on the Capital Improvements Plan list so when this street is reconstructed, the owner, Mr. Orr, will dedicate right-of-way to the City. The City requests that a written agreement outlining these terms be signed by Mr. Orr and the City prior to issuance of any building permits or the start of any street construction. Also, it should be noted that this site shall have no assess from Franklin Street.

Cable One has requested that easements be provided along the sides of the proposed Kenwood Road extension. The easement for CenterPoint Energy has not been located yet by their engineers. It will need to be located and field verified before any excavation work is done. All notification and application requirements have been met to consider this request.

Potential Options:

None

Fiscal Implications:

None

Staff Recommendation:

Staff recommends for approval of the site plan with the following stipulations:

City of Texarkana, Texas

1. The construction of a 3,000 sq. ft. building for RV office and sales, a 11,700 sq. ft. building for a marine and RV service center and a 16,800 sq. ft. building for a collision center.
2. The façade of all three buildings will consist of stone and pre-finished metal.
3. A 35' pole sign will be located east of the new driveway off Mall Drive.
4. A gated entry to the RV sales lot is shown east of the new driveway off Mall Drive.
5. A gated entry is required at the south end of the proposed Kenwood Road extension. Only employees will be allowed to use this entrance.
6. Knox boxes and switches for gated entries are required per the Fire Department.
7. The owner will construct the extension of Kenwood Road and will provide the maintenance for this extension. No right-of-way will be dedicated at this time. When the City reconstructs Kenwood Road, Mr. Orr will provide right-of-way to the City and utility easements. The City requests a written agreement be signed by Mr. Orr and the City outlining these terms prior to the issuance of building permits or street construction.
8. CenterPoint Energy must locate, and field verify their easement(s) before any excavation work is done.
9. Any additional applicable city code/ordinance requirements in addition to those listed including but not limited to building, subdivision, fire, drainage, water and sewer as well as utility easement verification/approval must be met prior to the issuance of building permits. Utilities have the right to request additional easements.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval with staff stipulations.

Advisory Board/Committee Meeting Date and Minutes:

May 7, 2018

Attachments

- a. 2018-056 ORD amending PD-18-2 for site plan app. (DOCX)
- b. 2018-056 EXH 'A' (site plan) (PDF)
- c. 2018-056 EXH 'B' (legal description)(PDF)
- d. 2018-056 ATTH 01 (maps) (PDF)
- e. 2018-056 ATTH 02 (plat of area) (PDF)
- f. 2018-056 ATTH 03 (collision center elevations & floor plan) (PDF)
- g. 2018-056 ATTH 04 (service center floor plan) (PDF)
- h. 2018-056 ATTH 05 (RV elevations and floor plan) (PDF)
- i. 2018-059 Goals & Perspectives (DOCX)

Staff Coordination

City of Texarkana, Texas

Planning and Community Development	David Orr	Department Head Review
Completed	05/09/2018 5:28 PM	
Deputy City Manager - Kyle Dooley	Kyle Dooley	Deputy City Manager
Review	Completed	05/10/2018 8:34 AM
Public Information Officer	Vicky Coopwood	PIO Review
	05/10/2018 10:45 AM	Skipped
City Manager	Shirley Jaster	City Manager Review
10:57 AM		Completed
City Council	Vicky Coopwood	Meeting
6:00 PM		Completed
		05/14/2018

Meeting History

05/14/18 City Council MOVED FORWARD Next: 05/29/18
 David Orr briefed this agenda item.

Amendment to
PD-18-2(C)

ORDINANCE NO. 2018-056

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-18-2(C) FOR SITE PLAN APPROVAL TO ALLOW THE LOCATION OF A COLLISION CENTER, A MARINE AND RV SERVICE CENTER AND A RV SALES LOT AND OFFICE ON AN 8.104 ACRE TRACT OF LAND IN THE GEORGE BRINLEE HRS, A-18, LOCATED IN THE 4000 BLOCK OF MALL DRIVE IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting the approval of a **site plan (Exhibit ‘A’)** to allow the location of a collision center, a marine and RV service center, and a RV sales lot and office on an 8.104 acre tract of land in the George Brinlee HRS, A-18 (**Exhibit ‘B’**), located in the 4000 block of Mall Drive in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-Commercial [PD-18-2(C)], and approval of the site plan (**Exhibit ‘A’**) would constitute an amendment to PD-18-2(C); and

WHEREAS, the proposed uses are consistent with the listed uses in the Land Development Code for the zoning classification of Planned Development-Commercial; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of this amendment, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously by a vote of five (5) to zero (0) to recommend approval of the petition for a site plan (Exhibit ‘A’)** to the City Council of the City of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that the approval of the site plan for the above described property is in the best interest of the public health, safety, morals and general welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: That the site plan (**Exhibit ‘A’**) to allow the location of a collision center, a marine and RV service center, and a RV sales lot and office on an 8.104 acre tract of land in the George Brinlee HRS, A-18 (**Exhibit ‘B’**), located in the 4000 block of Mall Drive in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby amends PD-18-2(C).

Attachment: 2018-056 ORD amending PD-18-2 for site plan app. (1846 : 2018-056 ORD site plan app. in 4000 blk. Mall Dr.)

SECTION 2: PD-18-2(C) is hereby amended by approval of the site plan (**Exhibit ‘A’**), incorporated herein by reference for all purposes, and includes the following:

1. The construction of a 3,000 sq. ft. building for RV office and sales, a 11,700 sq. ft. building for a marine and RV service center and a 16,800 sq. ft. building for a collision center.
2. The façade of all three buildings will consist of stone and pre-finished metal.
3. A 35' pole sign will be located east of the new driveway off Mall Drive.
4. A gated entry to the RV sales lot is shown east of the new driveway off Mall Drive.
5. A gated entry is required at the south end of the proposed Kenwood Road extension. Only employees will be allowed to use this entrance.
6. Knox boxes and switches for gated entries are required per the Fire Department.
7. The owner will construct the extension of Kenwood Road and will provide the maintenance for this extension. No right-of-way will be dedicated at this time. When the City reconstructs Kenwood Road, Mr. Orr will provide right-of-way to the City and utility easements. The City requests a written agreement be signed by Mr. Orr and the City outlining these terms prior to the issuance of building permits or street construction.
8. CenterPoint Energy must locate, and field verify their easement(s) before any excavation work is done.
9. Any additional applicable city code/ordinance requirements in addition to those listed including but not limited to building, subdivision, fire, drainage, water and sewer as well as utility easement verification/approval must be met prior to the issuance of building permits. Utilities have the right to request additional easements.

SECTION 3: It is further provided that in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

SECTION 4: All Ordinances or parts of Ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 5: That this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **29th day of May, 2018.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

RV SALES
 3000 SF
 REQ'D PARKS= 10
 PROVD PARKS= 17
 REQ'D H/C= 1

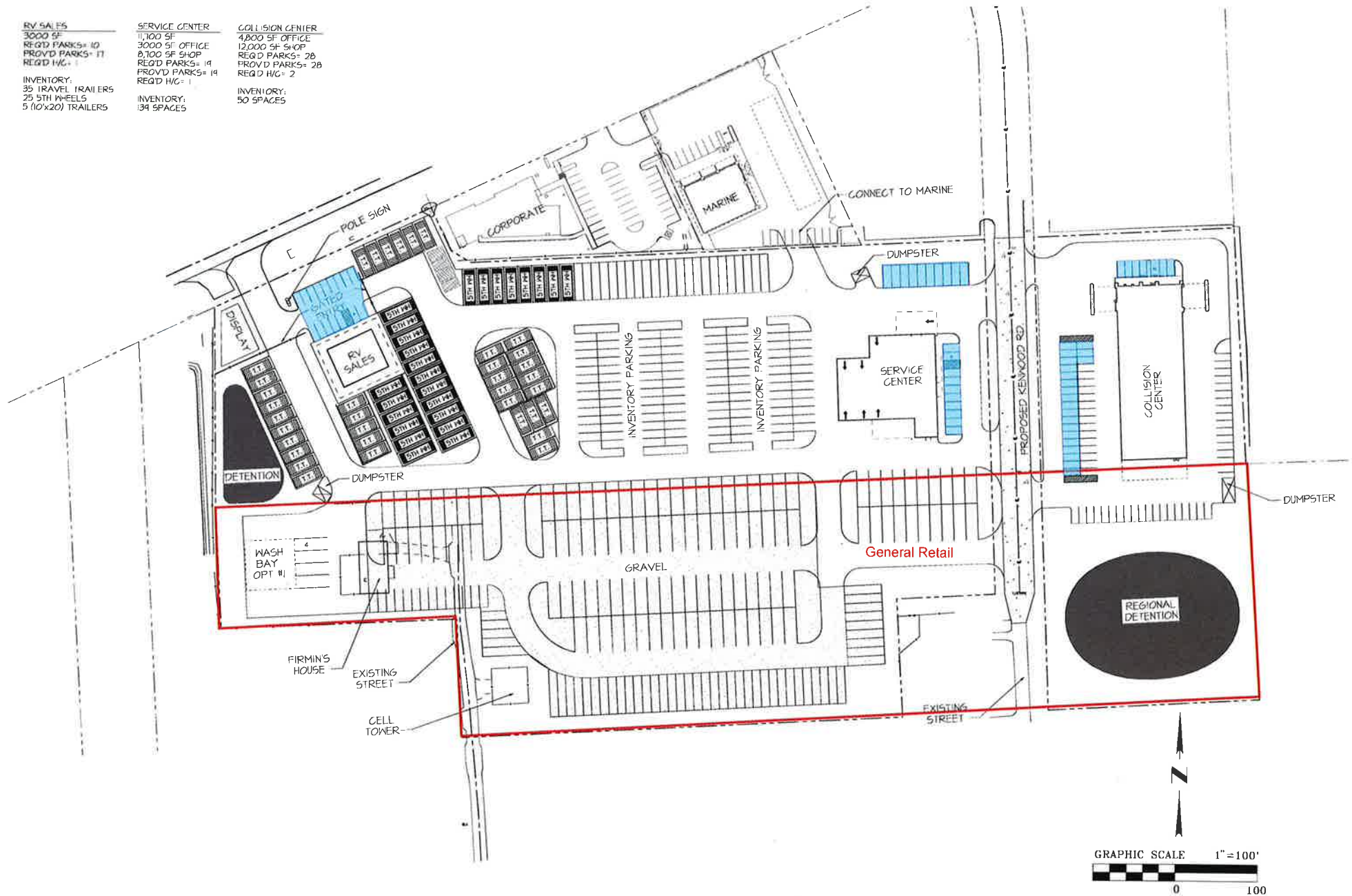
SERVICE CENTER
 11,100 SF
 3000 SF OFFICE
 8,100 SF SHOP
 REQ'D PARKS= 19
 PROVD PARKS= 19
 REQ'D H/C= 1

COLLISION CENTER
 4,800 SF OFFICE
 12,000 SF SHOP
 REQ'D PARKS= 28
 PROVD PARKS= 28
 REQ'D H/C= 2

INVENTORY:
 35 TRAVEL TRAILERS
 25 5TH WHEELS
 5 (10'x20') TRAILERS

INVENTORY:
 134 SPACES

INVENTORY:
 50 SPACES



Attachment: 2018-056 EXH 'A' (site plan) (1846 : 2018-056 ORD site plan app. in 4000 blk. Mall Dr.)

THE TITLE DESCRIPTION AND SCHEDULE B ITEMS HEREON ARE FROM FIRST AMERICAN TITLE INSURANCE COMPANY, COMMITMENT NO. 1002-85300-RTT, ISSUED DECEMBER 17, 2014, EFFECTIVE NOVEMBER 13, 2014.

10. The following matters and all terms of the documents creating or offering evidence of the matters:

K. 15 foot right of way along the North boundary line across the East side as set forth in Warranty Deed dated 1940, executed by Alice Watson Campbell, et al to John Watson of record in Volume 181, Page 244 Deed Records of Bowie County, Texas. (15' on East side of estate land does affect subject property and is as shown on plat, 15' on North side of Lot No. 5, not able to locate, at the time of the survey)

L. Easement dated November 20, 1968, executed by C. D. Williams and E. C. Bischof to Arkansas Louisiana Gas Company of record in Volume 501, Page 101, Deed Records of Bowie County, Texas. (does affect subject property—as shown on plat)

M. Easement dated May 3, 1971, executed by Carroll D. Williams and wife, Marcia Williams and Elroy C. Bischof and wife Loreba Bischof to City of Texarkana, Texas, of record in Volume 530, Page 546, Deed Records of Bowie County, Texas. (does affect subject property—as shown on plat)

Property Description
8.104 Acres
Bowie County, Texas

All that certain lot, tract or parcel of land lying and situated in the George Brinlee Headright Survey, Abstract 18, Bowie County, Texas, being all of that certain tract of land described as 8.084 acres in the deed from William T. Adams, Executor of the Estate of William Frank Adams, Deceased to Trust U/W Williams F Adams FBO William S Adams, dated December 1, 1994, recorded in Volume 3711, Page 140 of the Real Property Records of Bowie County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch steel rod (control monument), found for a corner, the Southwest corner of the said 8.084 acre tract, the Southwest corner of that certain tract of land described as Tract 1 - 12.858 acres in the deed from Jasper S. Howard, et ux to JHPC Enterprises, L.P., dated March 31, 2005, recorded in Volume 4598, Page 279 of the Real Property Records of Bowie County, Texas, the Northwest corner of that certain tract of land described as Tract 4 - 2.090 acres in the deed from Jasper S. Howard, et ux to JHPC Enterprises, L.P., dated March 31, 2005, recorded in Volume 4598, Page 279 of the Real Property Records of Bowie County, Texas, and the Northeast corner of that certain tract of land described as 5.913 acres in the deed from Jasper S. Howard, et ux to Walnut Street Church of Christ, dated December 28, 1990, recorded in Volume 1636, Page 10 of the Real Property Records of Bowie County, Texas;

THENCE South 86 degrees 54 minutes 08 seconds West (basis of bearings) a distance of 1251.20 feet along the South line of the said 8.084 acre tract, the North line of the said 5.913 acre tract and the North line of that certain tract of land described as 0.95 acres in the deed from Kathryn F. Fornby to Charles F. Firmin, Jr., et ux, dated June 10, 2004, recorded in Volume 4329, Page 36 of the Real Property Records of Bowie County, Texas, to a 1 inch steel pipe (control monument), found for a corner, the Southwest corner of the said 8.084 acre tract and the Northwest corner of the said 0.95 acre tract, lying in the East line of Lot 9, Classic Auto Park filed in Volume 4896, Page 41, Real Property Records of Bowie County, Texas;

THENCE North 01 degrees 06 minutes 31 seconds West a distance of 243.42 feet along the West line of the said 8.084 acre tract and the East line of the said Lot 9, to a 1/2 inch steel rod, found for a corner, the Northwestern corner of the said 8.084 acre tract and the Northeast corner of said Lot 9, lying in the South right-of-way line of Interstate 30;

THENCE North 64 degrees 27 minutes 00 seconds East a distance of 106.68 feet along the North line of the said 8.084 acre tract and the South right-of-way line of said Interstate 30, to a Type 1 Right of Way Marker, found for a corner, the Southwest corner of Lot 1, Block No. 1 of Richmond West Pavilion filed in Volume 3205, Page 294, Real Property Records of Bowie County, Texas, lying in the South Right-of-way line of said Interstate 30;

THENCE North 86 degrees 46 minutes 59 seconds East a distance of 1141.93 feet along the North line of said 8.084 acre tract and the South line of Richmond West Pavilion, to a 1/2 inch steel rod capped JHG, found for a corner, the Northeast corner of the said 8.084 acre tract and the Southeast corner of Lot 1, Block No. 2 of said Richmond West Pavilion, lying in the West line of the said Tract 1 - 12.858 acre tract;

THENCE South 03 degrees 32 minutes 31 seconds East a distance of 286.40 feet along the East line of the said 8.084 acre tract and the West line of the said Tract 1 - 12.858 acre tract, to the point of beginning and containing 8.104 acres of land, at the time of this survey.

This description is based on the survey and plat made by Jeffrey A. Wood, Registered Professional Land Surveyor No. 6220, on January 15, 2015.

EED:
ACT 1 - 12.858 ACRES
PER S. HOWARD, ET UX
ENTERPRISES, L.P.
MCH 31, 2005
VOLUME 4598, PAGE 279
REALTY RECORDS
BOWIE COUNTY, TEXAS

Attachment: 2018-056 EXH 'B' (legal description) (1846 : 2018-056 ORD site plan app. in 4000 blk. Mall Dr.)

Department of Planning and Community Development



1:6,000



Attachment: 2018-056 ATTH 01 (maps) (1846 : 2018-056 ORD site plan app. in 4000 blk. Mall Dr.)

Department of Planning and Community Development



1:2,500

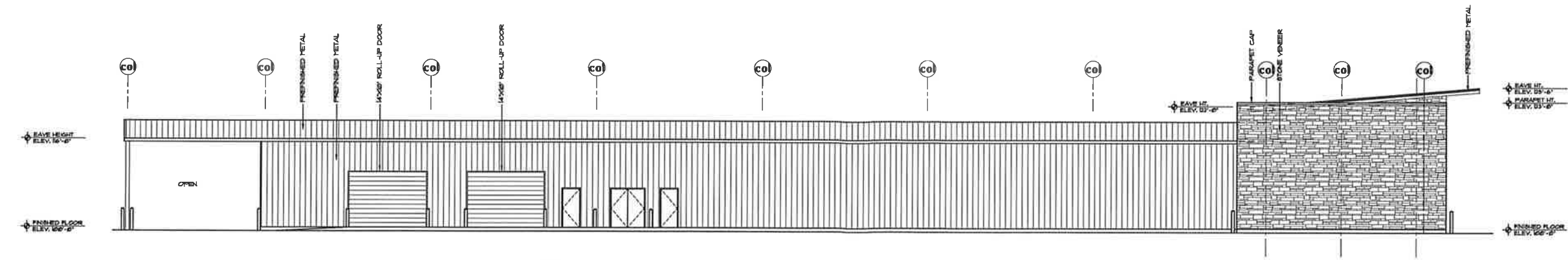




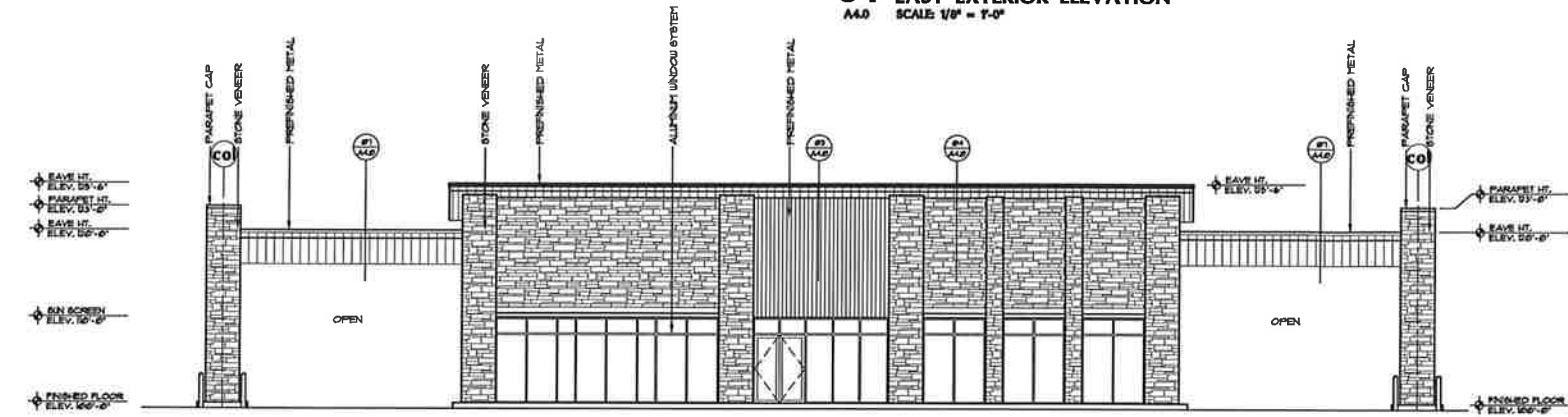
b
BLED SOE
co|rchitects
735 ROBINHOOD STREET
SHREVEPORT, LOU 71106
PHONE: (318) 219-2295
FAX: (318) 219-2296

GREGG ORR COLLISION CENTER
GREGG ORR AUTO COLLECTION
EXTERIOR ELEVATIONS

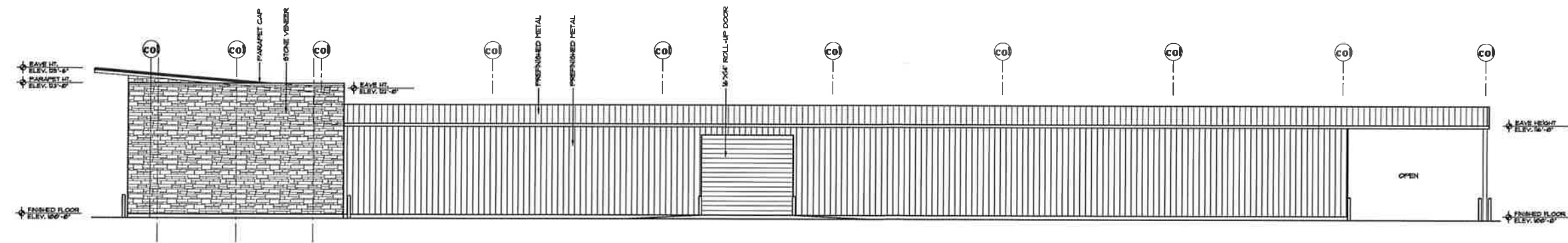
JOB NO. 1607
REVISIONS:
SHEET
A4.0
SEQ. #



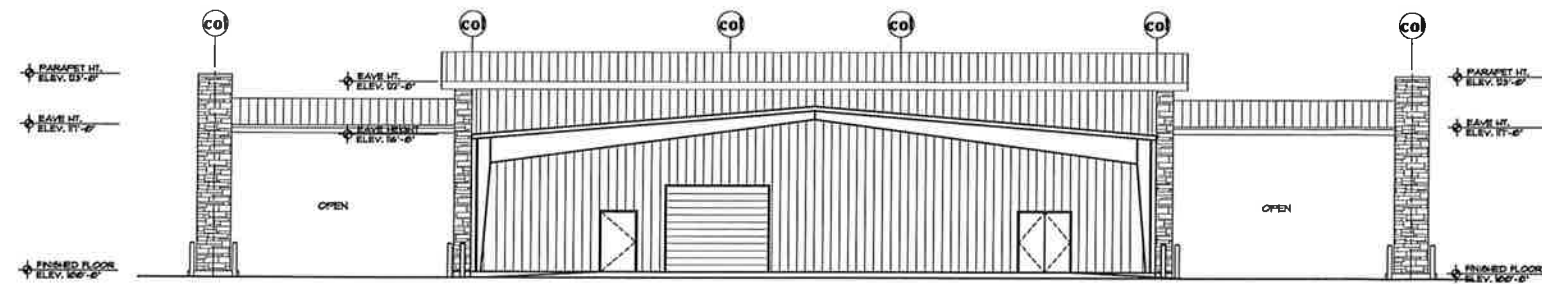
01 EAST EXTERIOR ELEVATION
A4.0 SCALE 1/8" = 1'-0"



02 NORTH EXTERIOR ELEVATION
A4.0 SCALE 1/8" = 1'-0"



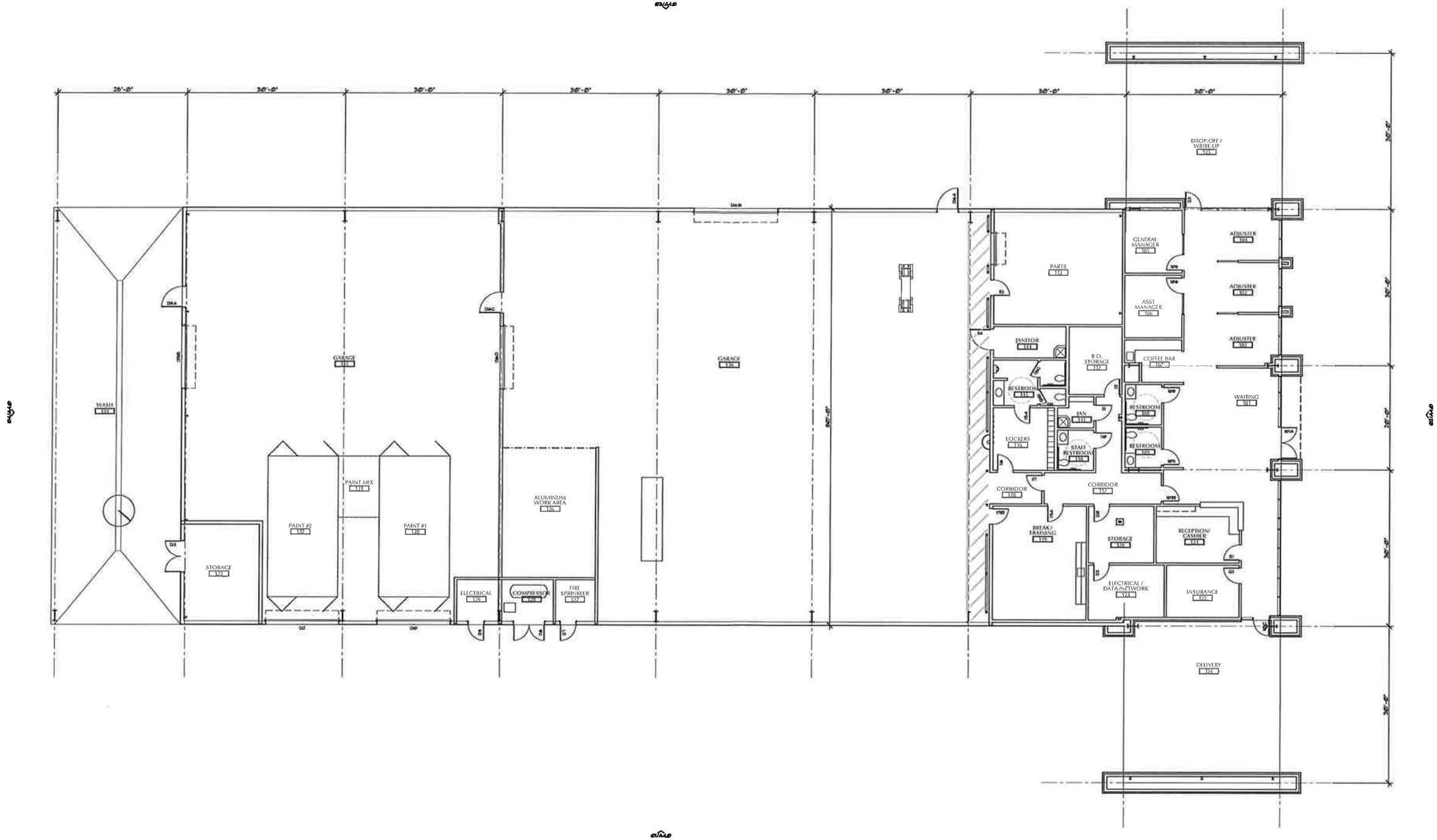
03 WEST EXTERIOR ELEVATION
A4.0 SCALE 1/8" = 1'-0"



04 SOUTH EXTERIOR ELEVATION
A4.0 SCALE 1/8" = 1'-0"



735 ROBINHOOD STREET
SHREVEPORT, LA 71106
PHONE: (318) 219-2295
FAX: (318) 219-2296



01 FLOOR PLAN
A2.0 SCALE 1/8" = 1'-0"

JOB NO. 1607

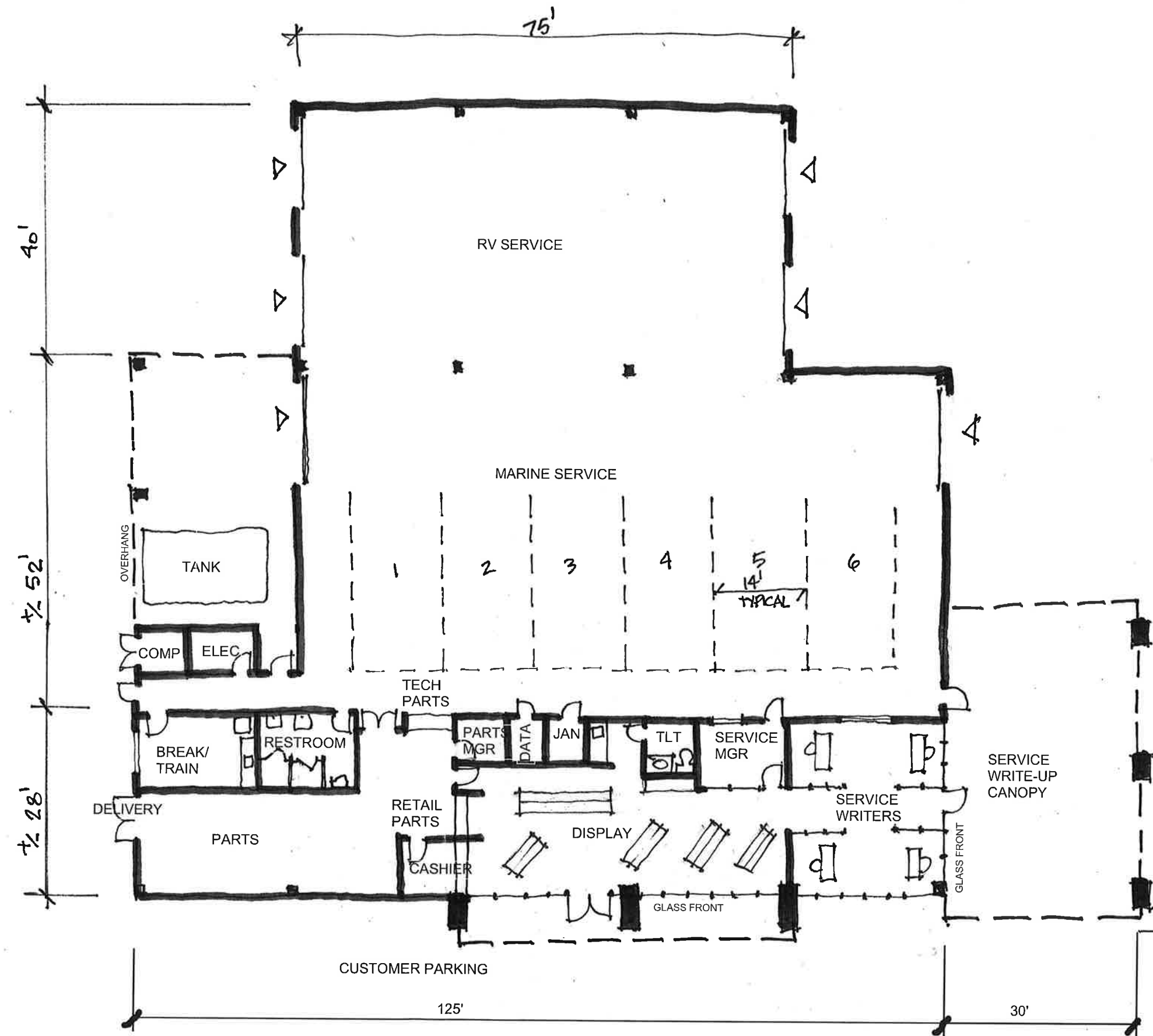
REVISIONS:

05 JAN 2018

SHEET

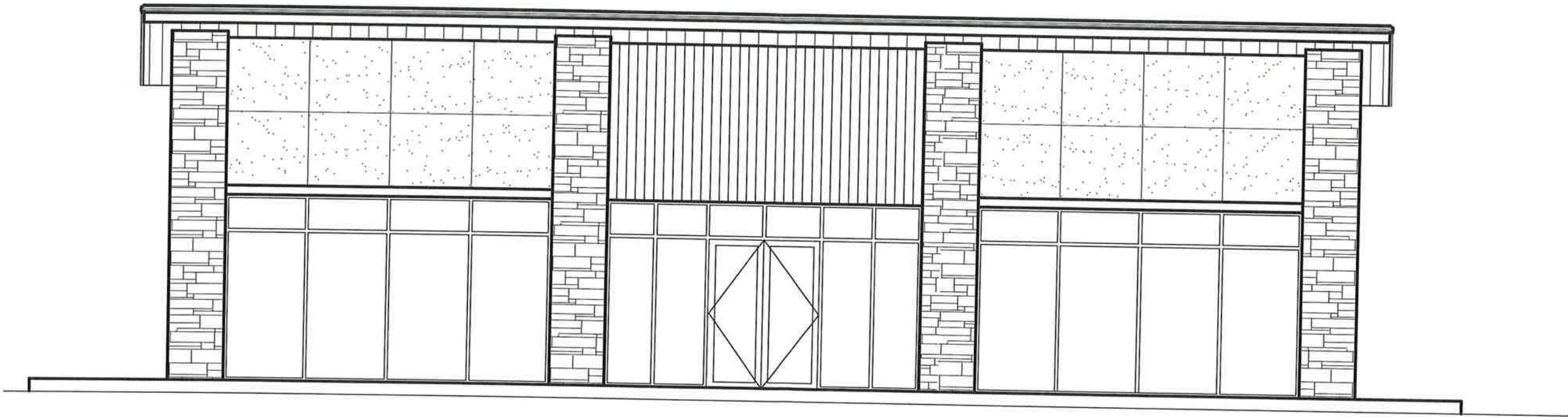
A2.0

SEQ 1 of 1



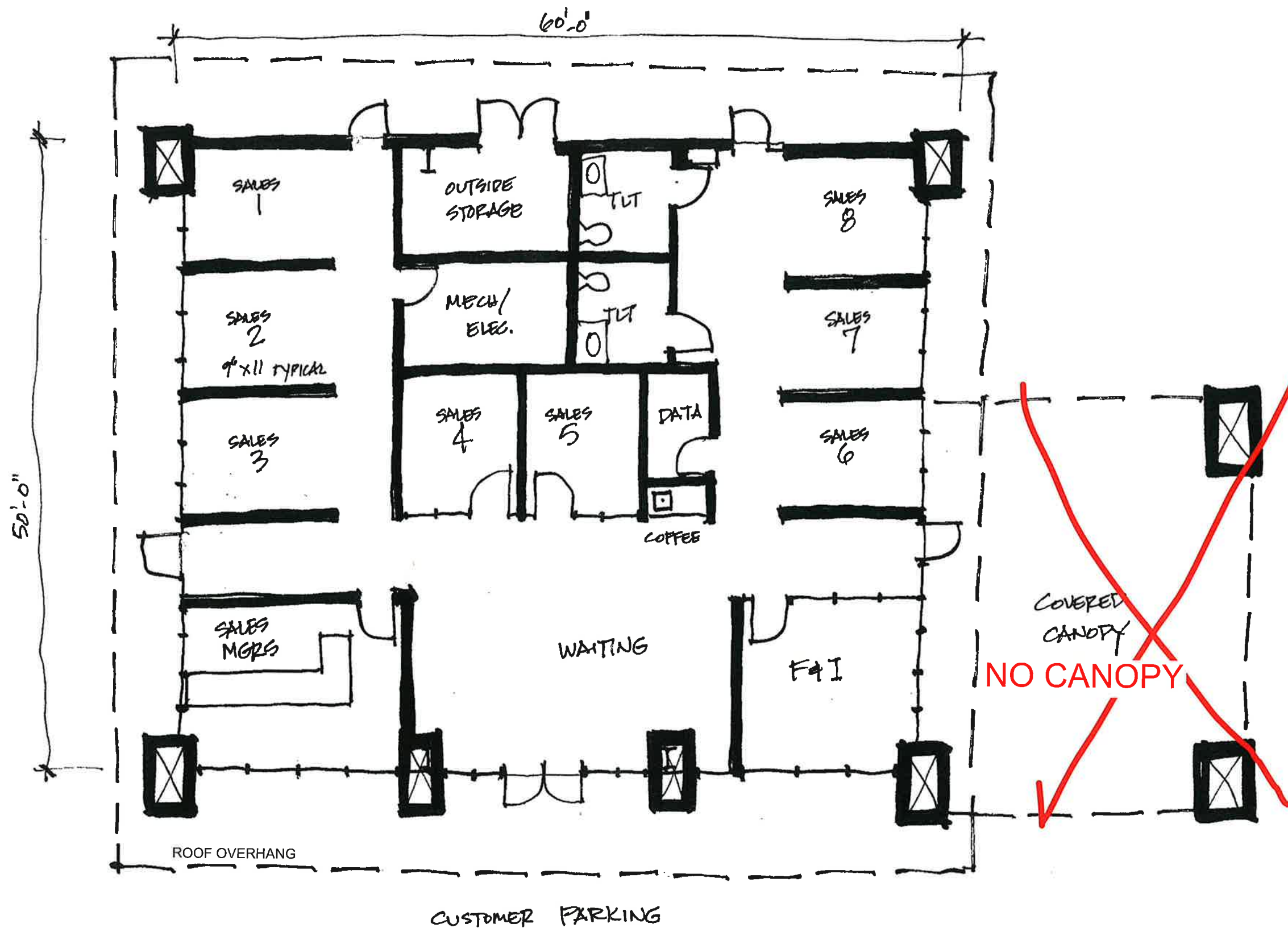
PROPOSED RV & MARINE SERVICE CENTER

RV Sale Elevation



Attachment: 2018-056 ATTH 05 (RV elevations and floor plan) (1846 : 2018-056 ORD site plan app. in 4000 blk. Mall Dr.)

RV SALE Building Floor Plan



City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☐ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☒ Model a Positive City Image ☐ Deliver Efficient Services ☒ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☒ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

NA

No Additional

Other Potential Impacts:

NA

Public Information Plan:

☒	Newspaper Notice (Required by Statute)	☒	Public Hearing (Required by Statute)
☐	Public Forum/Input Session	☐	Press Release
☐	E-News Distribution	☒	Website Notice
☐	Social Media (Twitter, Facebook, etc.)	☒	Special Mailing
☐	Flyers Posted	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☒	None Required	☒	Sign Posted

Other:

Attachment: 2018-059 Goals & Perspectives (1846 : 2018-056 ORD site plan app. in 4000 blk. Mall Dr.)

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 5/9/2018 3:43 PM

Lead Department: Planning and Community Development **Action Officer:** Debbie Burk,
Ordinance No. 2018-057 amending PD-2(GR) for site plan approval on a 1.353
acre tract of land being part of Lot 2, South Cowhorn Creek Loop Subdivision
(proposed Lot 4, Block 1), located in the 2000 block Mall Drive. Toney
Livingston, under contract to purchase. David Williams, MTG Engineering and
Subject: Surveying, agent.

Briefing: 5/29/2018 **Public Hearing:** 5/29/2018 **Council Vote:** 5/29/2018

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Amendment to PD-2(GR): This is a request for site plan approval by Toney Livingston, under contract to purchase, and David Williams, MTG Engineers & Surveyors, agent, on a 1.353 acre tract of land being a part of Lot 2, South Cowhorn Creek Loop Subdivision (proposed Lot 4, Block 1), located in the 2000 block of Mall Drive. The proposed use is a "Tacos for Life" restaurant. This property is currently vacant land.

The adjacent zoning is Interstate-30 to the north, PD-General Retail to the east and west and Office and Agriculture to the south. The adjacent land use is Interstate-30 to the north, vacant land to the east and west and a hotel and vacant land to the south.

Please see the attached plan, floor plan and exterior elevations that consist of the following:

1. A 3,968 sq. ft. building with a brick façade and hardy board siding.
2. Access will be from an existing concrete drive located at the northwest corner of the property off Mall Drive.
3. A patio canopy will be attached to the side of the building with a sign fin.
4. A drive-thru and pick-up canopy.
5. 71 parking spaces with 3 handicapped spaces.
6. A screened dumpster at rear of property.
7. An internally lighted pole sign to be a maximum height of 50' above the grade level of Interstate-30 (with a 120 sq. ft. sign face) to be located at northwest corner of property (outside any easements), two placard signs to be attached to building, a channel sign to be attached to building, a painted "medallion" sign to be attached to the building, and a directional sign.

Per the Engineering Department, the following items need to be provided and shown on site plan/plat:

1. Perpetual access agreements between all existing and proposed lots and recorded with the plat.
2. Proposed detention locations.

There is a concern from CenterPoint Energy that the proposed pole sign might be located within their easement. If this is the case, the sign will need to be moved. This must be determined before any excavation work is done.

City of Texarkana, Texas

There may be additional applicable city code/ordinance requirements in addition to those listed including but not limited to building, subdivision, fire, drainage, water and sewer as well as utility easement verification/approval prior to the issuance of building permits. Utilities have the right to request additional easements.

All notification and application requirements have been met to consider this request.

Potential Options:

None

Fiscal Implications: None

Staff Recommendation:

Staff recommends for approval and explained to the Commission that CenterPoint Energy had concerns about the proposed sign being located in their easement.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval with the following:

1. A 3,968 sq. ft. building with a brick façade and hardy board siding.
2. Access to be from an existing concrete drive located at the northwest corner of the property off Mall Drive.
3. A patio canopy will be attached to the side of the building with a sign fin.
4. A drive-thru and pick-up canopy will be attached to the building.
5. 71 parking spaces with 3 handicapped spaces.
6. A screened dumpster at rear of property.
7. An internally lighted pole sign to be a maximum height of 50' above the grade level of Interstate-30 (with a 120 sq. ft. sign face) to be located at northwest corner of property (outside any easements), two placard signs to be attached to building, a channel sign to be attached to building, a painted "medallion" sign to be attached to the building. and a directional sign. (Make sure signage is outside CenterPoint Energy's existing easement)
8. Perpetual access agreements required between all lots in this subdivision.
9. Any additional applicable city code/ordinance requirements in addition to those listed including but not limited to building, subdivision, fire, drainage, water and sewer as well as utility easement verification/approval must be met prior to the issuance of building permits. Utilities have the right to request additional easements.

Advisory Board/Committee Meeting Date and Minutes

May 7, 2018

City of Texarkana, Texas

Attachments

- a. 2018-057 ORD amending PD-2 for site plan app. in 2000 blk. of Mall Dr. (DOCX)
- b. 2018-057 EXH 'A' (site plan) (PDF)
- c. 2017-057 ATTH 01 (maps) (PDF)
- d. 2018-057 ATTH 02 (elevations) (PDF)
- e. 2018-057 ATTH 03 (floor plan) (PDF)
- f. 2018-057 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review	
Completed	05/09/2018 5:28 PM		
Deputy City Manager - Kyle Dooley	Kyle Dooley	Deputy City Manager	
Review	Completed	05/10/2018 8:24 AM	
Public Information Officer	Vicky Coopwood	PIO Review	Skipped
	05/10/2018 10:49 AM		
City Manager	Shirley Jaster	City Manager Review	Completed 05/10/2018
10:57 AM			
City Council	Vicky Coopwood	Meeting	Completed 05/14/2018
6:00 PM			

Meeting History

05/14/18 City Council MOVED FORWARD Next: 05/29/18
David Orr briefed this agenda item.

Amendment to
PD-2(GR)

ORDINANCE NO. 2018-057

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-2(GR) FOR SITE PLAN APPROVAL TO ALLOW THE LOCATION OF A RESTAURANT ON A 1.353 ACRE TRACT OF LAND BEING PART OF LOT 2, SOUTH COWHORN CREEK LOOP SUBDIVISION (PROPOSED LOT 4, BLOCK 1), LOCATED IN THE 2000 BLOCK OF MALL DRIVE IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting the approval of a **site plan (Exhibit ‘A’)** to allow the location of a restaurant on a 1.353 acre tract of land being part of Lot 2, South Cowhorn Creek Loop Subdivision (proposed Lot 4, Block 1), located in the 2000 block of Mall Drive in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-Commercial [PD-2(GR)], and approval of the site plan (**Exhibit ‘A’**) would constitute an amendment to PD-2-(GR); and

WHEREAS, the proposed use of a restaurant is consistent with the listed uses in the Land Development Code for the zoning classification of Planned Development-General Retail; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of this amendment, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously by a vote of five (5) to zero (0) to recommend approval of the petition for a site plan (Exhibit ‘A’)** to the City Council of the City of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that the approval of the site plan for the above described property is in the best interest of the public health, safety, morals and general welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: That the site plan (**Exhibit ‘A’**) to allow the location of a restaurant on a 1.353 acre tract of land being part of Lot 2, South Cowhorn Creek Loop Subdivision (proposed Lot 4, Block 1), located in the 2000 block of Mall Drive in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby amends PD-2(GR).

Attachment: 2018-057 ORD amending PD-2 for site plan app. in 2000 blk. of Mall Dr. (1845 : 2018-057 ORD amending PD-2 for siite plan app.

SECTION 2: PD-2(GR) is hereby amended by approval of the site plan (**Exhibit ‘A’**), incorporated herein by reference for all purposes, and includes the following:

1. A 3,968 sq. ft. building with a brick façade and hardy board siding.
2. Access to be from an existing concrete drive located at the northwest corner of the property off Mall Drive.
3. A patio canopy will be attached to the side of the building with a sign fin.
4. A drive-thru and pick-up canopy will be attached to the building.
5. 71 parking spaces with 3 handicapped spaces.
6. A screened dumpster at rear of property.
7. An internally lighted pole sign to be a maximum height of 50’ above the grade level of Interstate-30 (with a 120 sq. ft. sign face) to be located at northwest corner of property (outside any easements), two placard signs to be attached to building, a channel sign to be attached to building, a painted “medallion” sign to be attached to the building, and a directional sign. (Make sure signage is outside CenterPoint Energy’s existing easement)
8. Perpetual access agreements required between all lots in this subdivision.
9. Any additional applicable city code/ordinance requirements in addition to those listed including but not limited to building, subdivision, fire, drainage, water and sewer as well as utility easement verification/approval must be met prior to the issuance of building permits. Utilities have the right to request additional easements.

SECTION 3: It is further provided that in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

SECTION 4: All Ordinances or parts of Ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 5: That this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **29th day of May, 2018.**

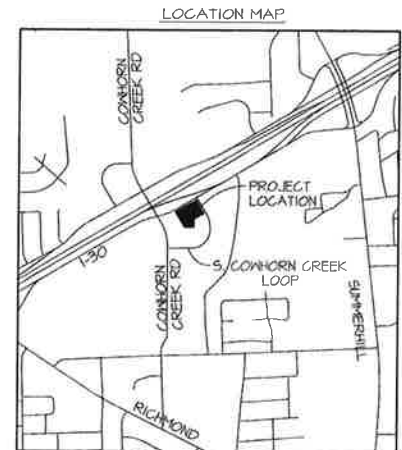
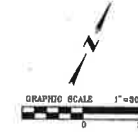
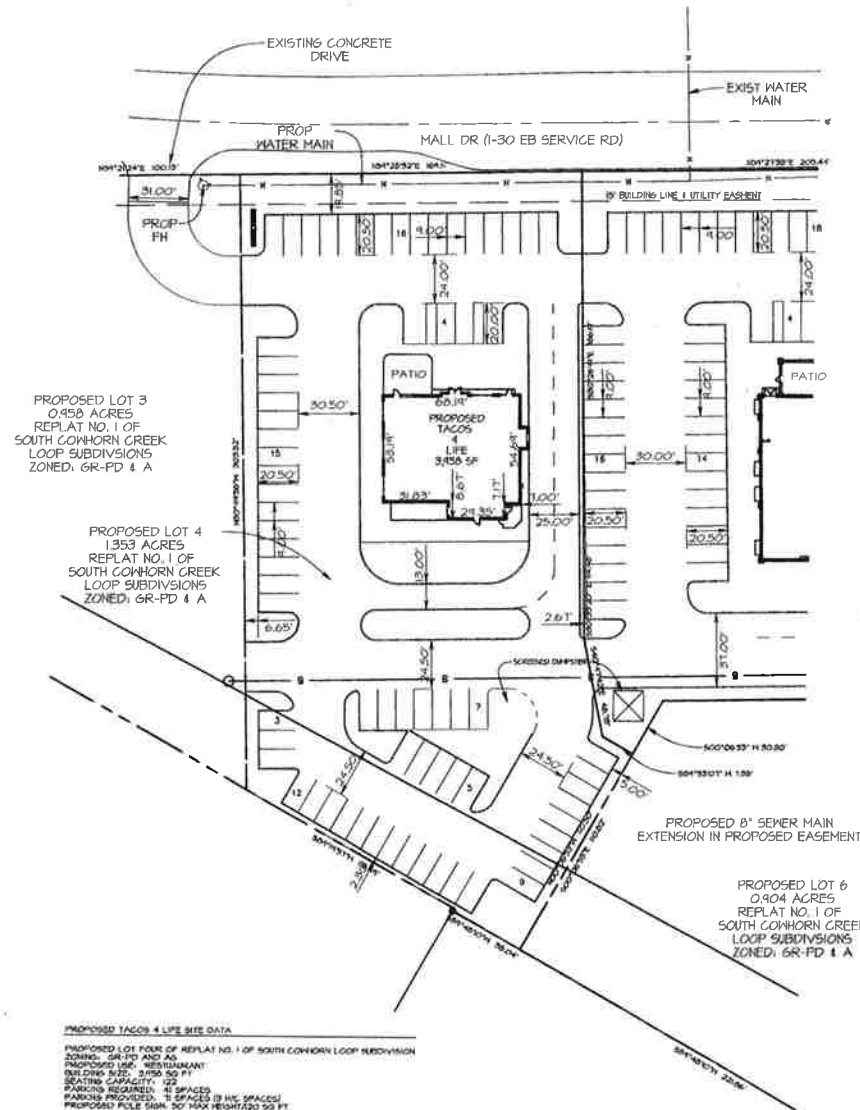
ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

2018-057

EXHIBIT 'A'



LEGEND	
---	PROPERTY LINE
---	CURB AND GUTTER
---	BUILDING EDGE
---	EDGE OF PAVEMENT
---	EASEMENT
---	BUILDING LINE OFFSET
---	TOP OF DITCH/SLOPE
---	TOP OF BANK
---	OVERHEAD POWER LINE
---	WATER MAIN
---	SANITARY SEWER MAIN
---	TELEPHONE LINE
---	PROPOSED CONTOUR INT.
---	EXISTING CONTOUR INT.
---	SILT FENCE
---	STORM DRAIN
---	FIRE LANE
---	SPOT ELEVATION
---	POWER POLE
---	WATER METER
---	WATER VALVE
---	CLEAN OUT
---	SANITARY SEWER MANHOLE
---	STORM DRAIN MANHOLE
---	BOX (TYPICAL)
---	MANICAP PARKING SYMBOL
---	FIRE HYDRANT
---	LIGHT POLE
---	TREE

PRELIMINARY ~ FOR REVIEW ONLY
NOT INTENDED FOR BIDDING,
CONSTRUCTION OR PERMIT
PURPOSES ~ 04/19/2016
DAVID A. WILLIAMS P.E. #06437

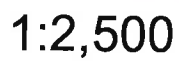
TACOS 4 LIFE
PLANNED DEVELOPMENT
SITE PLAN EXHIBIT
SOUTH COWHORN CREEK
LOOP SUBDIVISION

MTG
engineers
& surveyors

3630 S. SHERIDAN BL. SUITE 2100
TAMU, TEXAS 77706
P 409.666.9900 F 409.262.4100
mtgsurveyors.com

STATE PLANNING NO. P-3841 ASBL NO. 125
©MTG 2016

Drawn By	Checked By	Project No.	Design Date	Per No.	Sheet No.
VC	DM		8/20/2016		4



South Cowhorn Creek Loop Subdivision Project 1

Department. of Planning & Community Development



1:1,500



Packet Pg. 255

2'-1 1/4"

18" - 1"

9'-2"

50" MAX TO GRADE

40'-10" MAX

SECTION

ELEVATION

INTERNALLY ILLUMINATED SIGN CABINET SUPPLIED AND INSTALLED BY SIGN CONTRACTOR, PREFINISHED CUSTOM ORANGE, SEE DETAIL 7

WHITE LETTERS

WHITE MEDALLIONS AND TAPERS

WHITE INNER BORDER

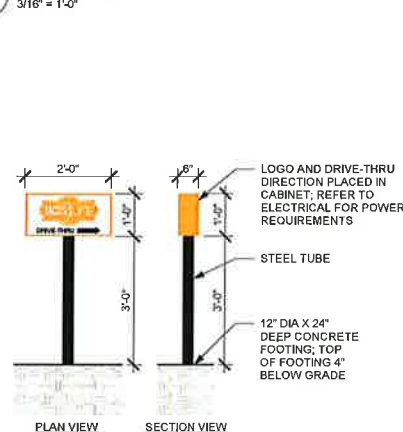
FIELD AND OUTER BORDER TO MATCH CUSTOM ORANGE, SEE DETAIL 7

PAINT POLE AND ALL EXPOSED ELECTRICAL COMPONENTS BLACK, REF EXTERIOR FINISH SCHEDULE

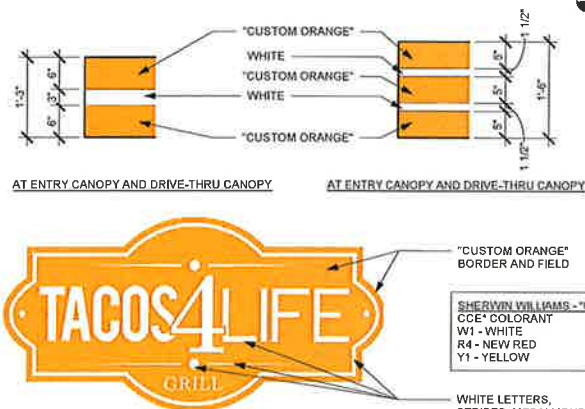
FOUNDATION AND POLE SUPPLIED AND INSTALLED BY SIGN CONTRACTOR

REF CIVIL PLANS FOR SIGN LOCATION

9 MON
3/16" = 1'-0"



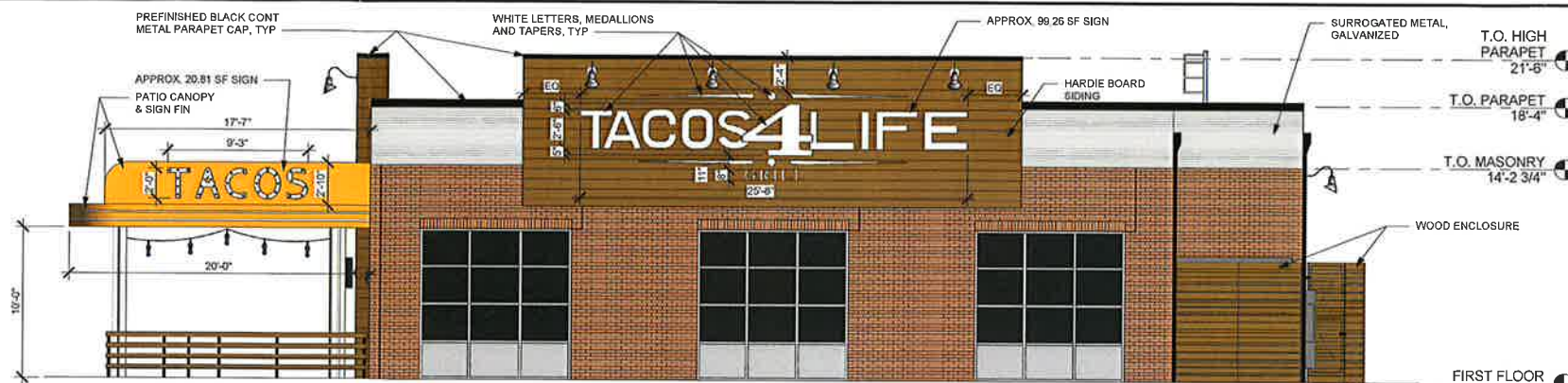
8 DIRE



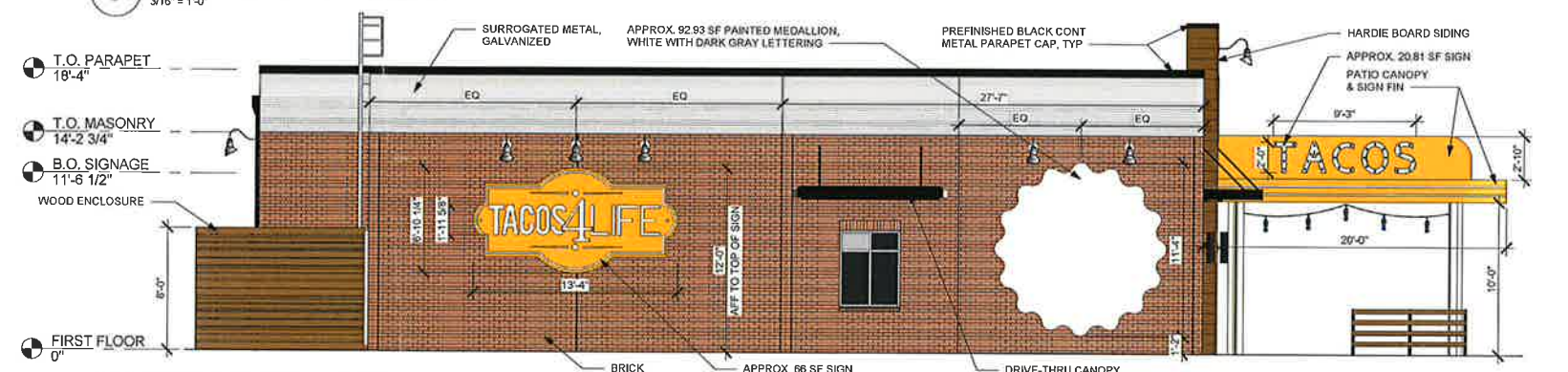
7



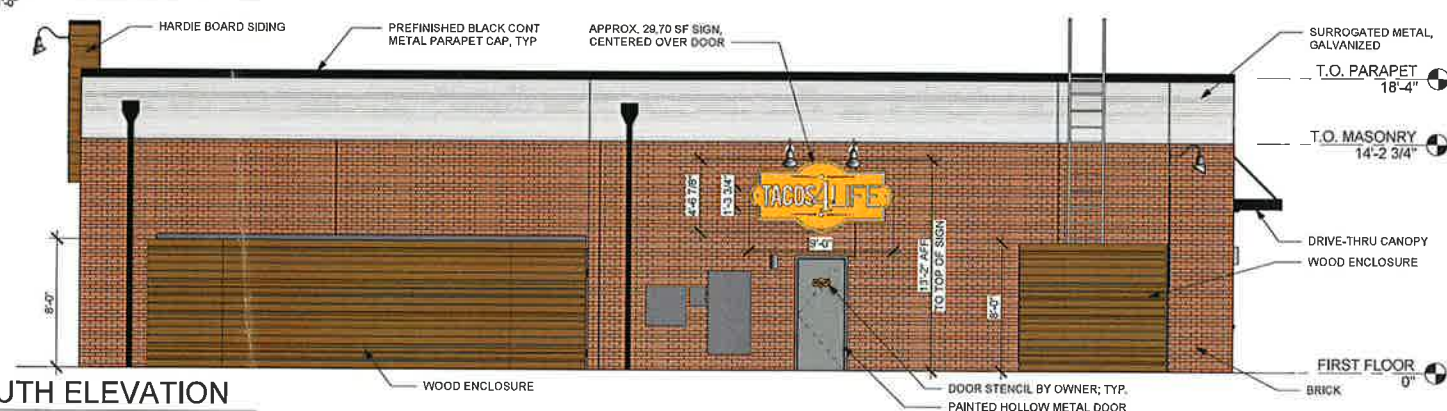
6 FRO
12" = 1'-0"



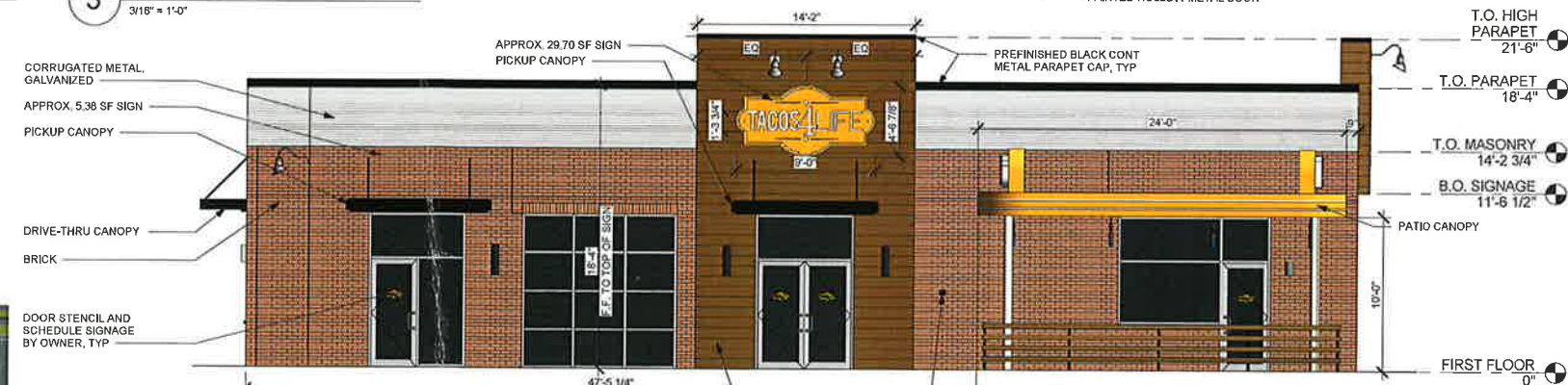
5 WES $2\frac{1}{2}'' = 1.0''$



4 EAST



③ SOUTH



© NORTH



1 EXT

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& ASSOCIATES LTD

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WALL DRIVE I-30 FRONTAGE
ROAD
TEXARKANA, TX 75503

JOB NUMBER: 28-17-00002

ISSUE BLOCK

[illegible]

CHECKED BY:	KCK
DRAWN BY:	PAR
DOCUMENT DATE:	4/20/18
PROTO:	4K

NOT FOR CONSTRUCTION

FLOOR
PLAN

SHEET:

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☐ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☒ Model a Positive City Image ☐ Deliver Efficient Services ☒ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☒ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

NA

No Additional

Other Potential Impacts:

NA

Public Information Plan:

☒	Newspaper Notice (Required by Statute)	☒	Public Hearing (Required by Statute)
☐	Public Forum/Input Session	☐	Press Release
☐	E-News Distribution	☒	Website Notice
☐	Social Media (Twitter, Facebook, etc.)	☒	Special Mailing
☐	Flyers Posted	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☒	None Required	☒	Sign Posted

Other:

City of Texarkana, Texas

Briefing Sheet

Version: A

Update Date: 5/9/2018 4:30 PM

Lead Department: Planning and Community Development **Action Officer:** Debbie Burk,
Ordinance No. 2018-058 amending PD-2(GR) for site plan approval on a 1.330
acre tract of land being part of Lot 2, South Cowhorn Creek Loop Subdivision
(proposed Lot 5, Block 1), located in the 2000 block of Mall Drive. CTM
Hospitality, LLC, under contract to purchase. David Williams, MTG
Subject: Engineering and Surveying, agent.

Briefing: 5/29/2018 **Public Hearing:** 5/29/2018 **Council Vote:** 5/29/2018

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Amendment to PD-2(GR): This is a request for site plan approval by CTM Hospitality, LLC, under contract to purchase, and David Williams, MTG Engineers & Surveyors, agent, on a 1.330 acre tract of land being a part of Lot 2, South Cowhorn Creek Loop Subdivision (proposed Lot 5, Block 1), located in the 2000 block of Mall Drive. The proposed use is a "Newk's Eatery" restaurant. This property is currently vacant land.

The adjacent zoning is Interstate-30 to the north, PD-General Retail to the east and west and Office and Agriculture to the south. The adjacent land use is Interstate-30 to the north, vacant land to the east and west and a hotel and vacant land to the south.

Please see the attached plan, floor plan, exterior elevations and signage that consists of the following:

1. A 4,414 sq. ft. building with a brick, stone and stucco façade.
2. Access from a proposed concrete drive located at the southeast corner of the property off South Cowhorn Creek Road.
3. 69 parking spaces with 4 handicapped spaces.
4. A screened dumpster at rear southwest corner of property.
5. An internally lighted pole sign to be a maximum height of 50' above the grade level of Interstate-30 (with a 120 sq. ft. sign face) to be located at northeast corner of property (outside any easements).

Per the Engineering Department, the following items need to be provided and shown on site plan/plat:

1. Perpetual access agreements between all existing and proposed lots and recorded with the plat.
2. Proposed detention locations.

There may be additional applicable city code/ordinance requirements in addition to those listed including but not limited to building, subdivision, fire, drainage, water and sewer as well as utility easement verification/approval prior to the issuance of building permits. Utilities have the right to request additional easements.

City of Texarkana, Texas

All notification and application requirements have been met to consider this request.

Potential Options:

None

Fiscal Implications:

None

Staff Recommendation:

Staff recommends for approval.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval with the following stipulations:

1. A 4,414 sq. ft. building with a brick, stone and stucco façade.
2. Access from a proposed concrete drive located at the southeast corner of the property off South Cowhorn Creek Road.
3. 69 parking spaces with 4 handicapped spaces.
4. A screened dumpster at rear southwest corner of property.
5. An internally lighted pole sign to be a maximum height of 50' above the grade level of Interstate-30 (with a 120 sq. ft. sign face) to be located at northeast corner of property (outside any easements).
6. Perpetual access agreements required between all lots in this subdivision.
7. Any additional applicable city code/ordinance requirements in addition to those listed including but not limited to building, subdivision, fire, drainage, water and sewer as well as utility easement verification/approval must be met prior to the issuance of building permits. Utilities have the right to request additional easements.

Advisory Board/Committee Meeting Date and Minutes:

May 7, 2018

Attachments

- a. 2018-058 ORD for site plan app. in 2000 blk. Mall Dr. (DOCX)
- b. 2018-058 EXH 'A' (site plan) (PDF)
- c. 2018-058 ATTH 01 (maps) (PDF)
- d. 2018-058 ATTH 02 (elevations) (PDF)
- e. 2018-058 ATTH 03 (floor plan) (PDF)
- f. 2018-058 ATTH 04 (signage)(PDF)

City of Texarkana, Texas

g. 2018-058 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review
Completed	05/09/2018 5:29 PM	
Deputy City Manager - Kyle Dooley	Kyle Dooley	Deputy City Manager
Review	Completed	05/10/2018 8:37 AM
Public Information Officer	Vicky Coopwood	PIO Review Skipped
	05/10/2018 10:53 AM	
City Manager	Shirley Jaster	City Manager Review Completed 05/10/2018
10:57 AM		
City Council	Vicky Coopwood	Meeting Completed 05/14/2018
6:00 PM		

Meeting History

05/14/18 City Council MOVED FORWARD Next: 05/29/18
 David Orr briefed this agenda item.

Amendment to
PD-2(GR)

ORDINANCE NO. 2018-058

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING PD-2(GR) FOR SITE PLAN APPROVAL TO ALLOW THE LOCATION OF A RESTAURANT ON A 1.330 ACRE TRACT OF LAND BEING PART OF LOT 2, SOUTH COWHORN CREEK LOOP SUBDIVISION (PROPOSED LOT 5, BLOCK 1), LOCATED IN THE 2000 BLOCK OF MALL DRIVE IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting the approval of a **site plan (Exhibit ‘A’)** to allow **the location of a restaurant** on a 1.330 acre tract of land being part of Lot 2, South Cowhorn Creek Loop Subdivision (proposed Lot 5, Block 1), located in the 2000 block of Mall Drive in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the subject property is zoned Planned Development-Commercial [PD-2(GR)], and approval of the site plan **(Exhibit ‘A’)** would constitute an amendment to PD-2-(GR); and

WHEREAS, the proposed use of a restaurant is consistent with the listed uses in the Land Development Code for the zoning classification of Planned Development-General Retail; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of this amendment, have given the requisite notices by publication and otherwise, and have held public hearings and afforded a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously by a vote of five (5) to zero (0) to recommend approval of the petition for a site plan (Exhibit ‘A’)** to the City Council of the City of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that the approval of the site plan for the above described property is in the best interest of the public health, safety, morals and general welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: That the site plan **(Exhibit ‘A’)** to allow the location of a restaurant on a 1.330 acre tract of land being part of Lot 2, South Cowhorn Creek Loop Subdivision (proposed Lot 5, Block 1), located in the 2000 block of Mall Drive in the City of Texarkana, Texas, Bowie County, Texas, is hereby approved and hereby amends PD-2(GR).

Attachment: 2018-058 ORD for site plan app. in 2000 blk. Mall Dr. (1847 : 2018-058 ORD site plan approval in 2000 blk. Mall Dr.)

SECTION 2: PD-2(GR) is hereby amended by approval of the site plan (**Exhibit ‘A’**), incorporated herein by reference for all purposes, and includes the following:

1. A 4,414 sq. ft. building with a brick, stone and stucco façade.
2. Access from a proposed concrete drive located at the southeast corner of the property off South Cowhorn Creek Road.
3. 69 parking spaces with 4 handicapped spaces.
4. A screened dumpster at rear southwest corner of property.
5. An internally lighted pole sign to be a maximum height of 50’ above the grade level of Interstate-30 (with a 120 sq. ft. sign face) to be located at northeast corner of property (outside any easements).
6. Perpetual access agreements required between all lots in this subdivision.
7. Any additional applicable city code/ordinance requirements in addition to those listed including but not limited to building, subdivision, fire, drainage, water and sewer as well as utility easement verification/approval must be met prior to the issuance of building permits. Utilities have the right to request additional easements.

SECTION 3: All Ordinances or parts of Ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 4: That this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **29th day of May, 2018.**

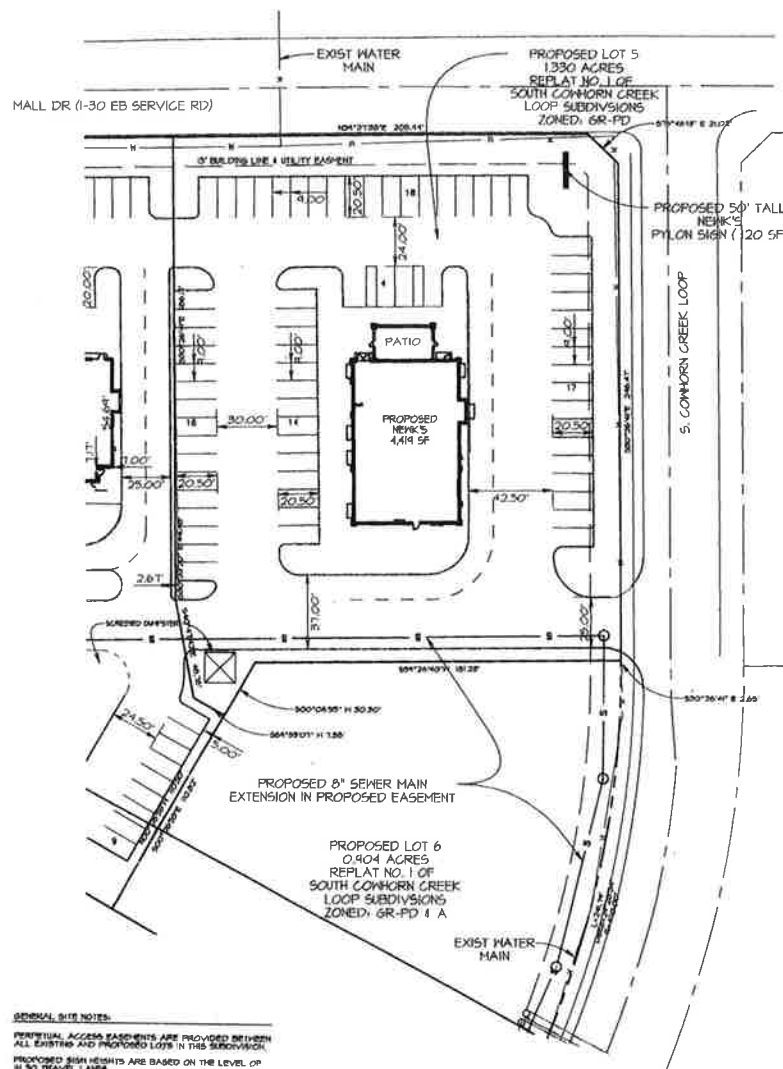
ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2018-058 ORD for site plan app. in 2000 blk. Mall Dr. (1847 : 2018-058 ORD site plan approval in 2000 blk. Mall Dr.)

EXHIBIT 'A'

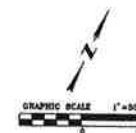


GENERAL SITE NOTES:

PERMITUAL ACCESS EASEMENTS ARE PROVIDED BETWEEN ALL EXISTING AND PROPOSED LOTS IN THIS SUBDIVISION. PROPOSED SIGN HEIGHTS ARE BASED ON THE LEVEL OF H 50 TRAVEL LANE. PROPOSED LANDSCAPING WILL MEET ALL LANDSCAPING REQUIREMENTS OF THE CITY OF TEXARKANA.

PROPOSED NEWK'S SITE DATA:

PROPOSED LOT FIVE OF REPLAT NO. 1 OF SOUTH COWHORN CREEK LOOP SUBDIVISION
 ZONING: GR-PD
 PROPOSED USE: RESTAURANT
 BUILDING SIZE: 4,419 SQ FT
 SEATING CAPACITY: 150
 PARKING REQUIRED: 34 SPACES
 PARKING PROVIDED: 41 SPACES (4 IN-LINE SPACES)
 PROPOSED PYLE SIGN: 50' MAX HEIGHT/30' SQ FT



LOCATION MAP



LEGEND

PROPERTY LINE	SPOT ELEVATION
GRID AND WATER	POWDER POLE
BUILDING EDGE	WATER METER
EDGE OF PAVEMENT	WATER VALVE
EASEMENT	CLEAN OUT
BUILDING LINE OFFSET	SANITARY SEWER HANGOFF
TOP OF DITCH/SLOPE	STORM DRAIN HANGOFF
TOP OF BANK	BANK (TYPICAL)
OVERHEAD POWER LINE	HANDICAP PARKING SYMBOL
WATER MAIN	FIRE HYDRANT
SANITARY SEWER MAIN	LIGHT POLE
TELEPHONE LINE	TREE
PROPOSED CONTOUR INT.	
EXISTING CONTOUR INT.	
SILT PILE	
STORM DRAIN	
FIRE LANE	

PRELIMINARY ~ FOR REVIEW ONLY
 NOT INTENDED FOR BIDDING,
 CONSTRUCTION OR PERMIT
 PURPOSES ~ 04/19/2018
 DAVID A. WILLIAMS P.E. #66437

NEWK'S
 PLANNED DEVELOPMENT
 SITE PLAN EXHIBIT
 SOUTH COWHORN CREEK
 LOOP SUBDIVISION

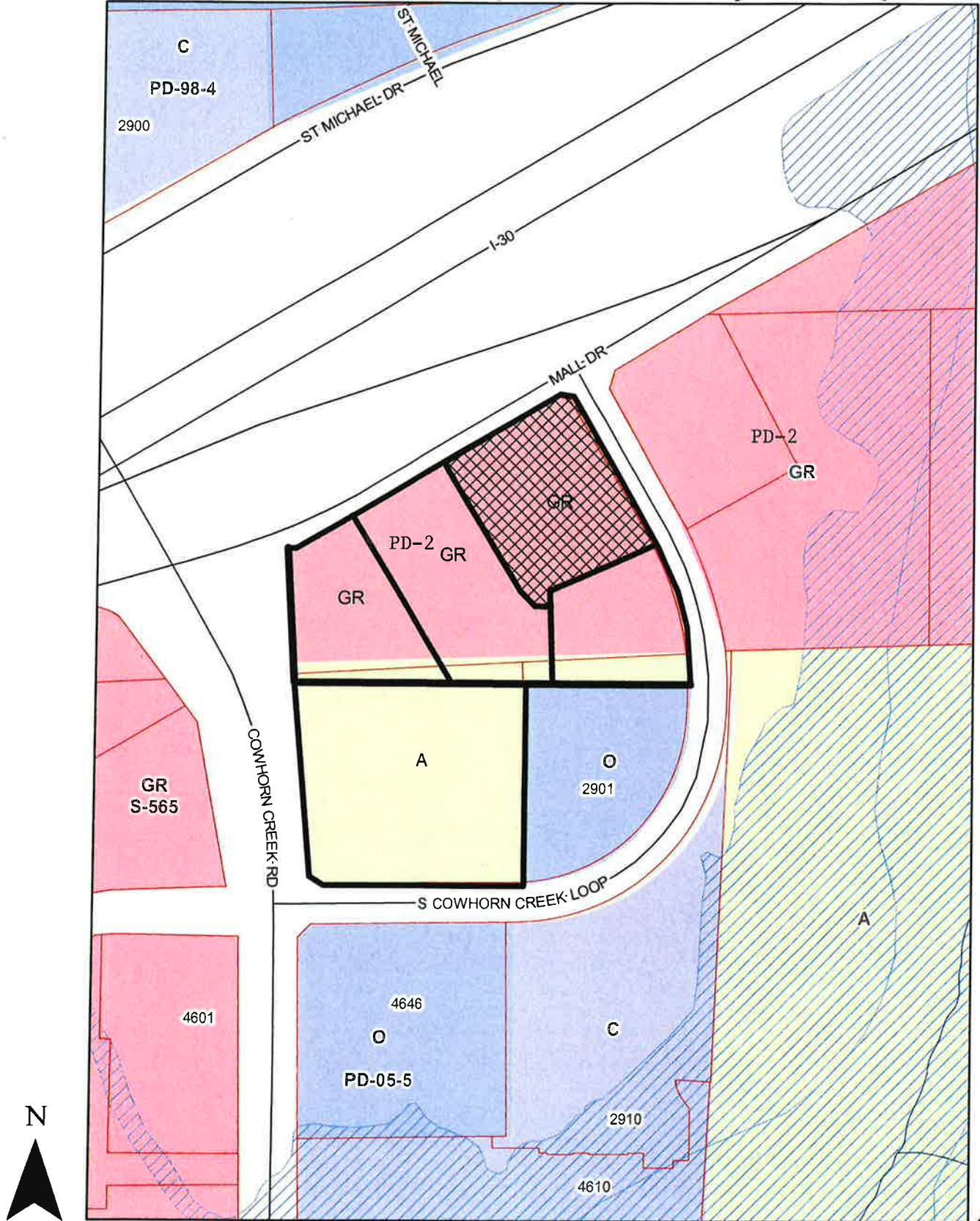
MTG
 engineers & surveyors

9500 S. HILL RD., SUITE 300
 TEXARKANA, TEXAS 75781
 P 409.882.8833 F 409.882.4100
 www.mtgengineers.com
 TEXAS PROFESSIONAL ENGINEER NO. 128
 0418 2018

Drawn By: [blank] Checked By: [blank] Project No.: [blank] Date: [blank]
 Title: [blank] Sheet No.: 5

South Cowhorn Creek Loop Subdivision Project 2

Department. of Planning & Community Development



Attachment: 2018-058 ATTH 01 (maps) (1847 : 2018-058 ORD site plan approval in 2000 blk. Mall Dr.)



South Cowhorn Creek Loop Subdivision Project 2 Department. of Planning & Community Development



1:1,500





2 REAR OF 3D MODEL
A2.2



1 FRONT OF 3D MODEL
A2.2

erik n.
henderson
architect, AIA

architecture . planning . interior design

2126 Morris Avenue
Birmingham, AL 35203
Phone 205.322.1751
Fax 205.322.1778
info@hpluhq.com
www.hpluhq.com

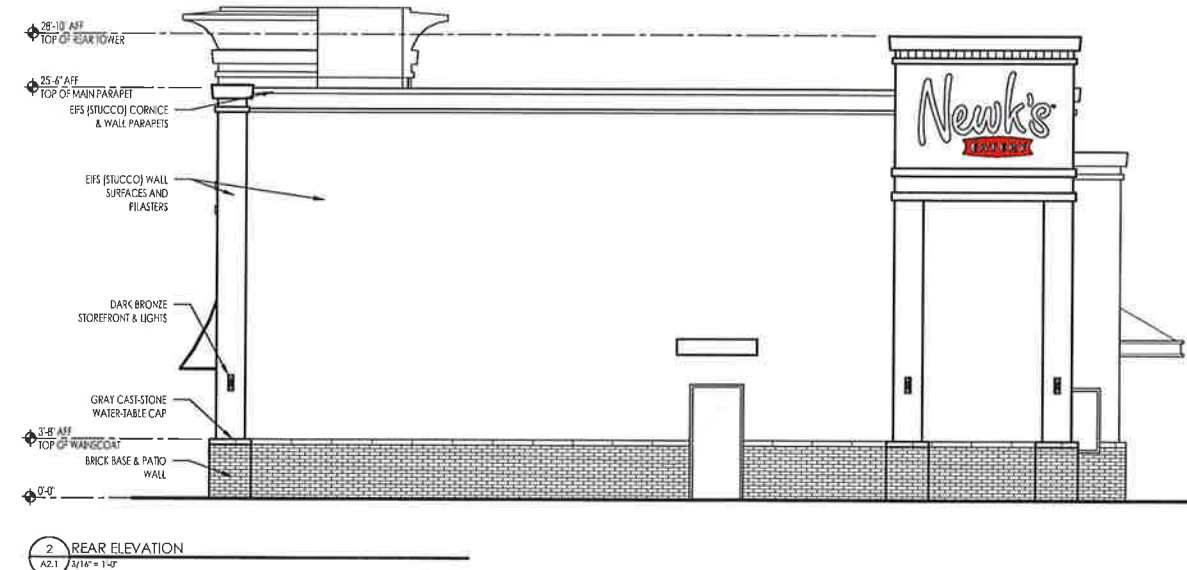
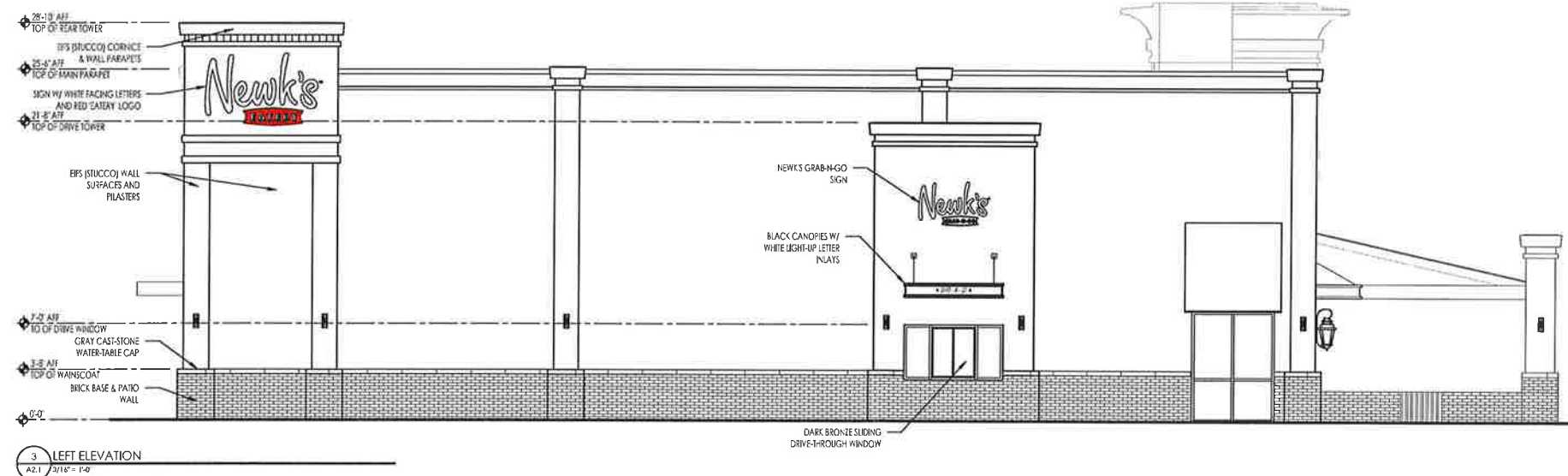
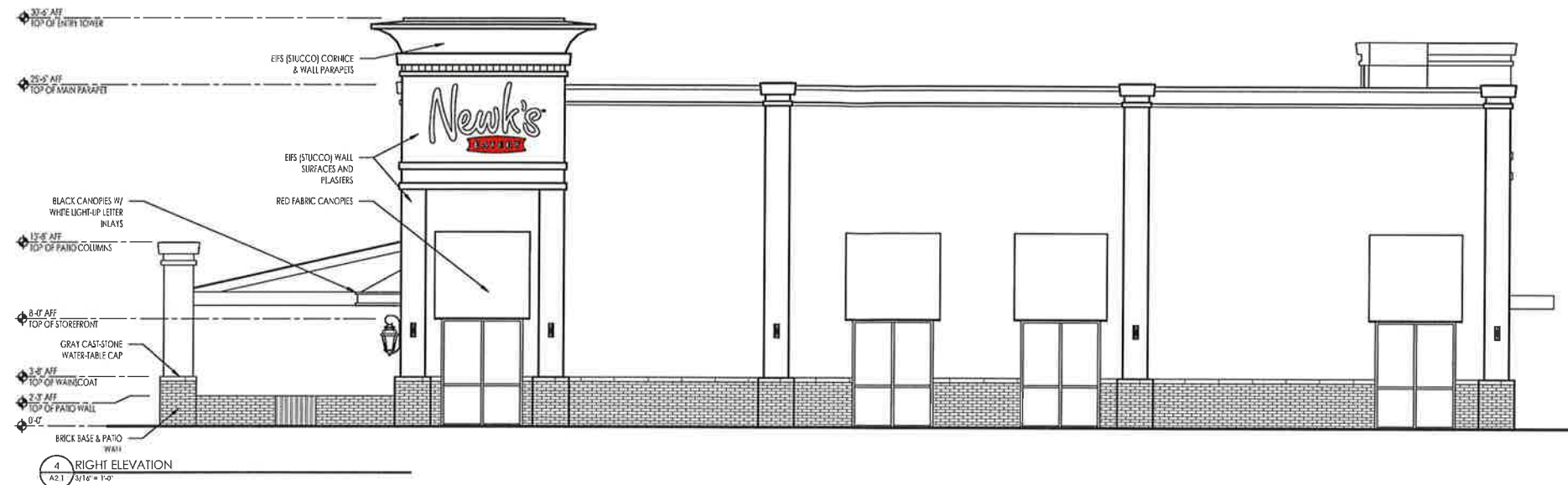
A New Building for:

Newk's
EATERY

Texarkana, Texas

RELEASES / DESCRIPTION / DATES	
90% REVIEW SET	-
BID SET	-
NOT FOR CONSTRUCTION	☐
RELEASED FOR CONSTRUCTION	☐
DATE	06.28.16
DRAWN	MRW
CHECKED	ENH
APPROVED	HHA
PROJECT NUMBER	17074.10
SHEET TITLE	
DRAWING NO.	

Attachment: 2018-058 ATTH 02 (elevations) (1847 : 2018-058 ORD site plan approval in 2000 blk. Mall Dr.)



architecture • planning • interior design

2126 Morris Avenue
Birmingham, AL 35203
Phone 205.322.1751
Fax 205.322.1778
email info@hplusha.com
www.hplusha.com

A New Building for:



Texarkana, Texas

RELEASES / DESCRIPTION / DATES

90% REVIEW SET

BID SET

NOT FOR CONSTRUCTION
RELEASED FOR CONSTRUCTION

DATE 06.28.16

DRAWN MRW

CHECKED ENH

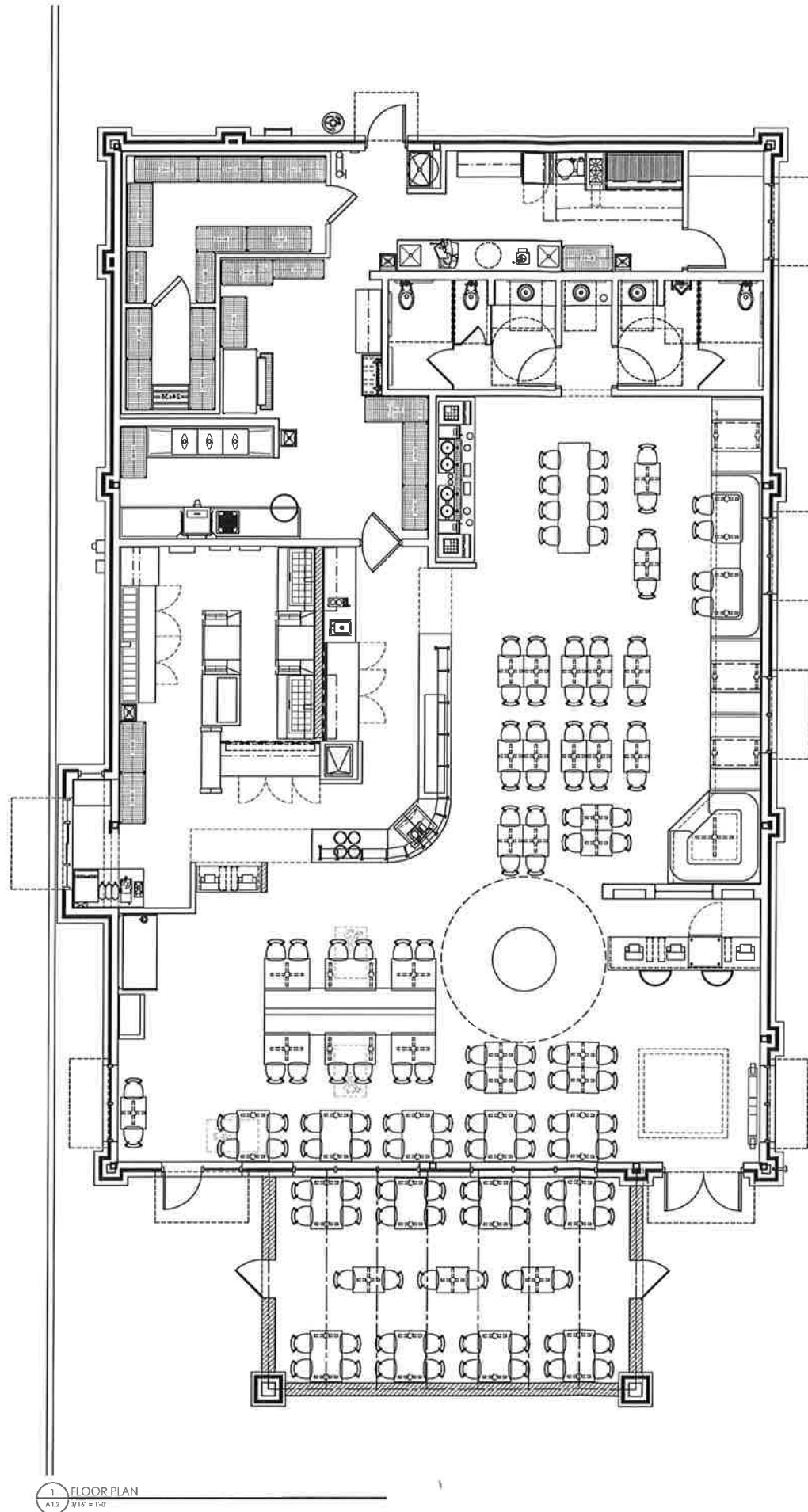
APPROVED HHA

PROJECT NUMBER 17074.10

SHEET TITLE

DRAWING NO.

Attachment: 2018-058 ATTH 02 (elevations) (1847 : 2018-058 ORD site plan approval in 2000 blk. Mall Dr.)



1 FLOOR PLAN
A1.2 3/16" = 1'-0"

erik n.
henderson
architect, AIA

architecture . planning . interior design

2126 Morris Avenue
Birmingham, AL 35203
Phone 205.322.1751
Fax 205.322.1779
email info@hplusha.com
www.hplusha.com

A New Building for:



Texarkana, Texas

RELEASES / DESCRIPTION / DATES

90% REVIEW SET

BID SET

NOT FOR CONSTRUCTION
RELEASED FOR CONSTRUCTION

DATE 06.28.16

DRAWN MRW

CHECKED ENH

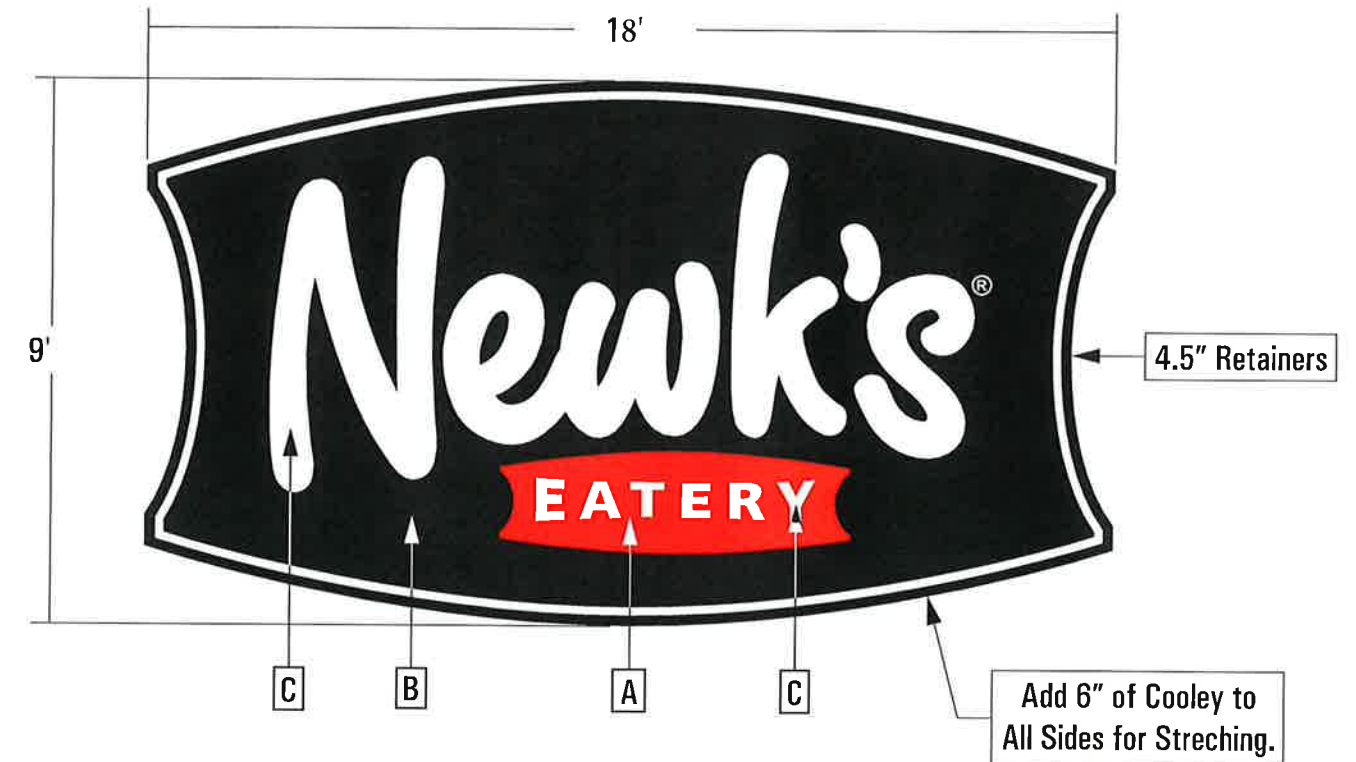
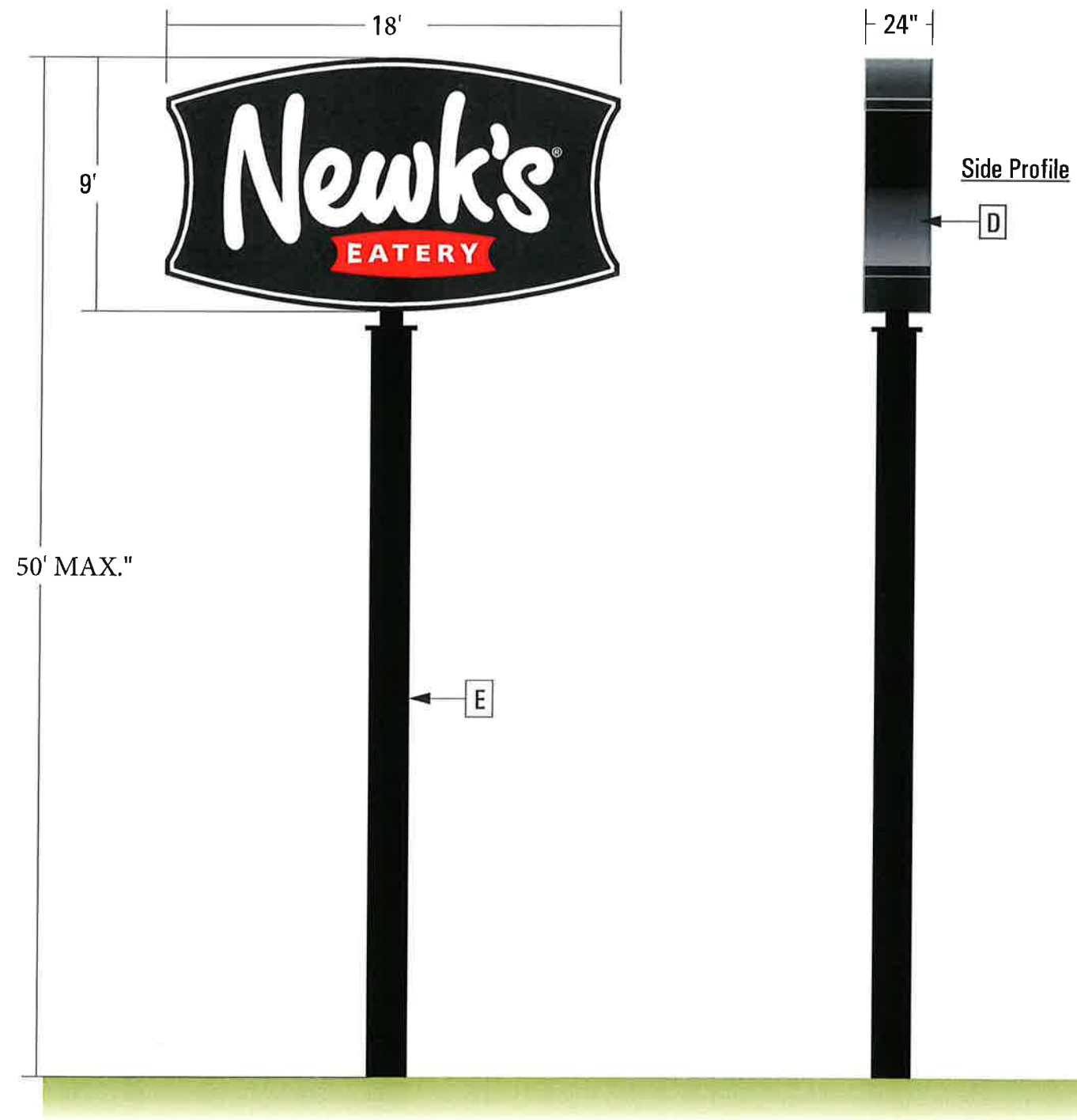
APPROVED H+HA

PROJECT NUMBER 17074.10

SHEET TITLE

DRAWING NO.

Attachment: 2018-058 ATTH 03 (floor plan) (1847 : 2018-058 ORD site plan approval in 2000 blk. Mall Dr.)



Flex Face Materials	
1	Black Eradicated Cooley
2	Aluminum Sides
3	Aluminum Tube Frame
4	3M Retainer System

Colors & Finishes - Flex Face Options	
A	Capsule: Red Oracal 8500-31
B	Face: Black Cooley Faces
C	Face: Eradicated White Areas
D	Matte Black Returns
E	Pole Painted Matte Black

Notes

Attachment: 2018-058 ATTH 04 (signage) (1847 : 2018-058 ORD site plan approval in 2000 blk. Mall Dr.)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☐ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☒ Model a Positive City Image ☐ Deliver Efficient Services ☒ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☒ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

NA

No Additional

Other Potential Impacts:

NA

Public Information Plan:

☒	Newspaper Notice (Required by Statute)	☒	Public Hearing (Required by Statute)
☐	Public Forum/Input Session	☐	Press Release
☐	E-News Distribution	☒	Website Notice
☐	Social Media (Twitter, Facebook, etc.)	☒	Special Mailing
☐	Flyers Posted	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☒	None Required	☒	Sign Posted

Other:

Attachment: 2018-058 Goals & Perspectives (1847 : 2018-058 ORD site plan approval in 2000 blk. Mall Dr.)

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 5/9/2018 4:00 PM

Lead Department: Planning and Community Development **Action Officer:** Debbie Burk,
Ordinance No. 2018-059 granting a Specific Use Permit to allow a residential
Subject: treatment center (women only) on Lots 8-10, Block 118, City Trigg Addition,
located at 1114 Olive Street. Nelda Shavers, under contract to purchase.

Briefing: 5/29/2018 **Public Hearing:** 5/29/2018 **Council Vote:** 5/29/2018

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

S-689: This is a request by Nelda Shavers, under contract to purchase, for a Specific Use Permit to allow a residential treatment center for women on Lots 8-10, Block 118, City/Trigg Addition, located at 1114 Olive Street. Currently, a vacant doctor's office building is located on this property. The proposed use is a residential treatment center for women.

The adjacent zoning is Office to the north, south, east and west. The adjacent land use is an office to the north, a vacant lot to the south, a rehab hospital to the west and an office and vacant land to the east.

A Specific Use Permit was previously approved in January 2018 by the Planning and Zoning Commission for this same type use at a location at 1217 on Hazel Street. The applicant, Ms. Nelda Shavers is under contract to purchase both properties and will determine later which location will house the center. The remaining Specific Use Permit on the property not used will be revoked.

Ms. Shavers has stated that she provides a ministry for abused and neglected youth. See attached letter from Ms. Shavers. Ms. Shavers states in the letter that her ministry's mission is to positively impact the lives of women and children by providing a safe haven. Ms. Shavers is proposing to open a residential treatment center for sex trafficking females. The treatment center will be a 24-hour shelter and can house approximately 20 young women. The center will provide 24-hour security and nursing and counseling staff. Additional plans are to offer general education courses, GED classes, and preparation courses for college and jobs.

Staff recommends for approval of the Specific Use Permit with the following stipulations:

1. The center be a "women only" facility.
2. All city and state codes and licensing requirements be met.
3. The City has the right to revoke the Specific Use Permit if:
 - The center closes or moves to another location

City of Texarkana, Texas

- The property becomes in disrepair
- The City receives excessive police reports

All notification and application requirements have been met to consider this request.

Potential Options:

None

Fiscal Implications:

None

Staff Recommendation:

Staff recommends for approval with staff stipulations.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

Planning and Zoning Commission unanimously recommended for approval with staff stipulations.

Advisory Board/Committee Meeting Date and Minutes:

May 7, 2018

Attachments

- a. 2018-059 ORD granting SUP at 1114 Olive St. (DOCX)
- b. 2018-059 ATTH 01 (maps) (PDF)
- c. 2018-059 ATTH 02 (letter from applicant) (PDF)
- d. 2018-059 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review
Completed	05/09/2018 5:29 PM	
Deputy City Manager - Kyle Dooley	Kyle Dooley	Deputy City Manager
Review Completed	05/10/2018 8:39 AM	
Public Information Officer	Vicky Coopwood	PIO Review Skipped
	05/10/2018 10:55 AM	
City Manager	Shirley Jaster	City Manager Review Completed 05/10/2018
10:57 AM		
City Council	Vicky Coopwood	Meeting Completed 05/14/2018
6:00 PM		

Meeting History

City of Texarkana, Texas

05/14/18 City Council MOVED FORWARD Next: 05/29/18
David Orr briefed this agenda item.

S-689

ORDINANCE NO. 2018-059

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING THE LOCATION, BOUNDARY AND USE OF CERTAIN PROPERTY BY THE GRANTING OF SPECIFIC USE PERMIT NO. S-689 TO ALLOW THE ONE ADDITIONAL USE OF A RESIDENTIAL TREATMENT CENTER (WOMEN ONLY) ON LOTS 8-10, BLOCK 118, CITY TRIGG ADDITION, LOCATED AT 1114 OLIVE STREET, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an Amendment to the Zoning Ordinance to grant a **Specific Use Permit** to allow the **one additional use of a residential treatment center for women** on Lots 8-10, Block 118, City Trigg Addition, located at 1114 Olive Street, in the City of Texarkana, Bowie County, Texas; and

WHEREAS, the Planning and Zoning Commission of the City of Texarkana, Texas, and the City Council of the City of Texarkana, Texas, in compliance with the laws of the State of Texas with reference to the granting of zoning classifications and changes, have given the requisite notices by publication and otherwise, and after holding hearings and affording a full and fair hearing to all property owners generally and to all persons interested and situated in the affected area and in the vicinity thereof; and

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the one additional use of a residential treatment center for women** on said property; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that granting the **Specific Use Permit** is in the best interest of the public health, safety, morals and general welfare of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended to grant **Specific Use Permit Numbered S-689 to allow the one additional use of a residential treatment center for women** on the following described property, to-wit: **Lots 8-10, Block 118, City Trigg Addition, located at 1114 Olive Street, in the City of Texarkana, Bowie County, Texas.**

Attachment: 2018-059 ORD granting SUP at 1114 Olive St. (1848 : 2018-059 ORD granting SUP at 1114 Olive Street)

SECTION 2: That the following stipulations are hereby imposed and made a part of this Ordinance:

1. The center be a “women only” facility.
2. All city and state codes and licensing requirements be met.
3. The city has the right to revoke the Specific Use Permit if:
 - a. The center closes or moves to another location.
 - b. The property becomes in disrepair.
 - c. The city receives excessive police reports.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 4: It is further provided that in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

SECTION 5: That this Ordinance shall be in full force and effect from and after its passage and approval.

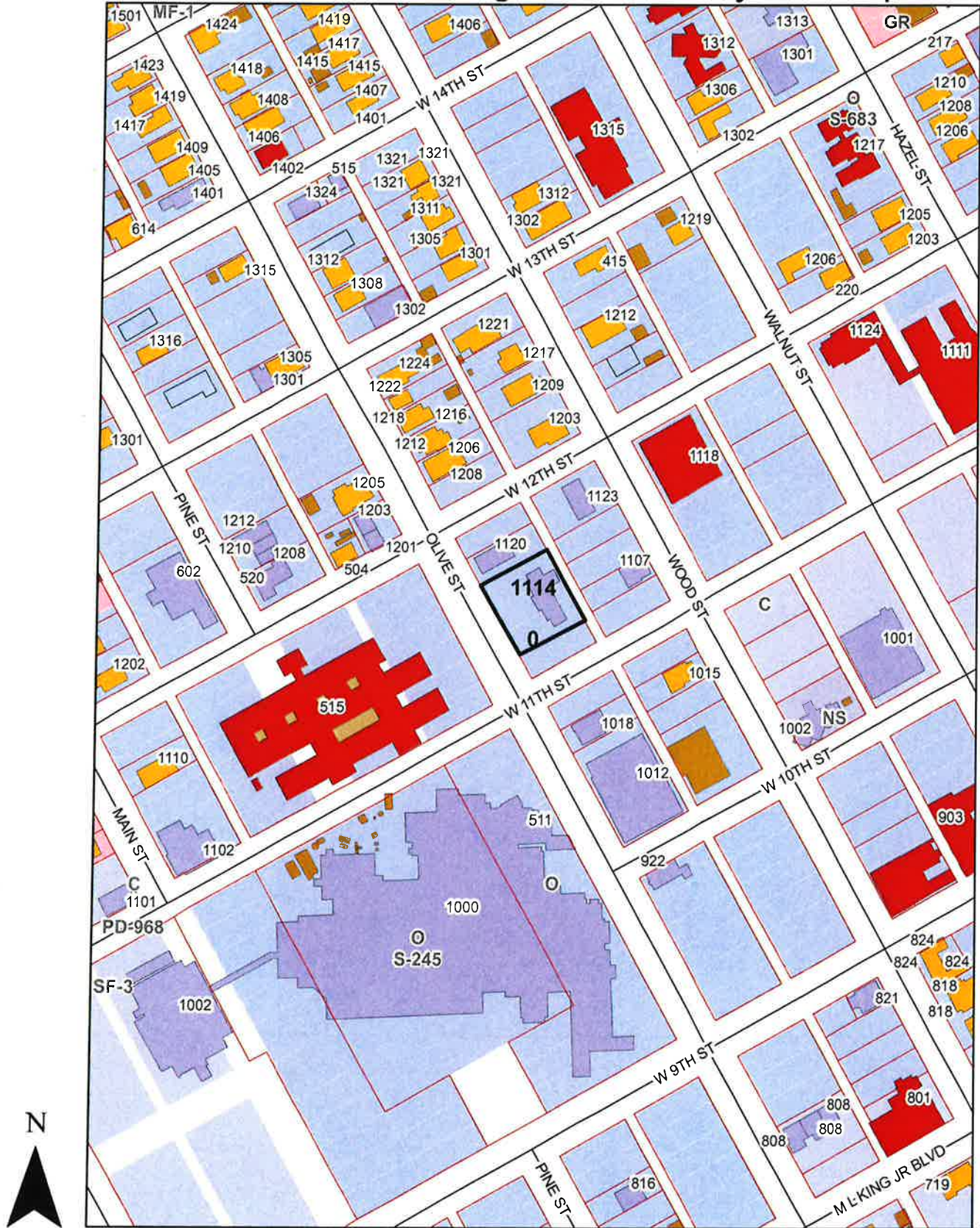
PASSED AND APPROVED in regular Council Session on this the **29th day of May, 2018.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

1114 Olive St. Department. of Planning & Community Development

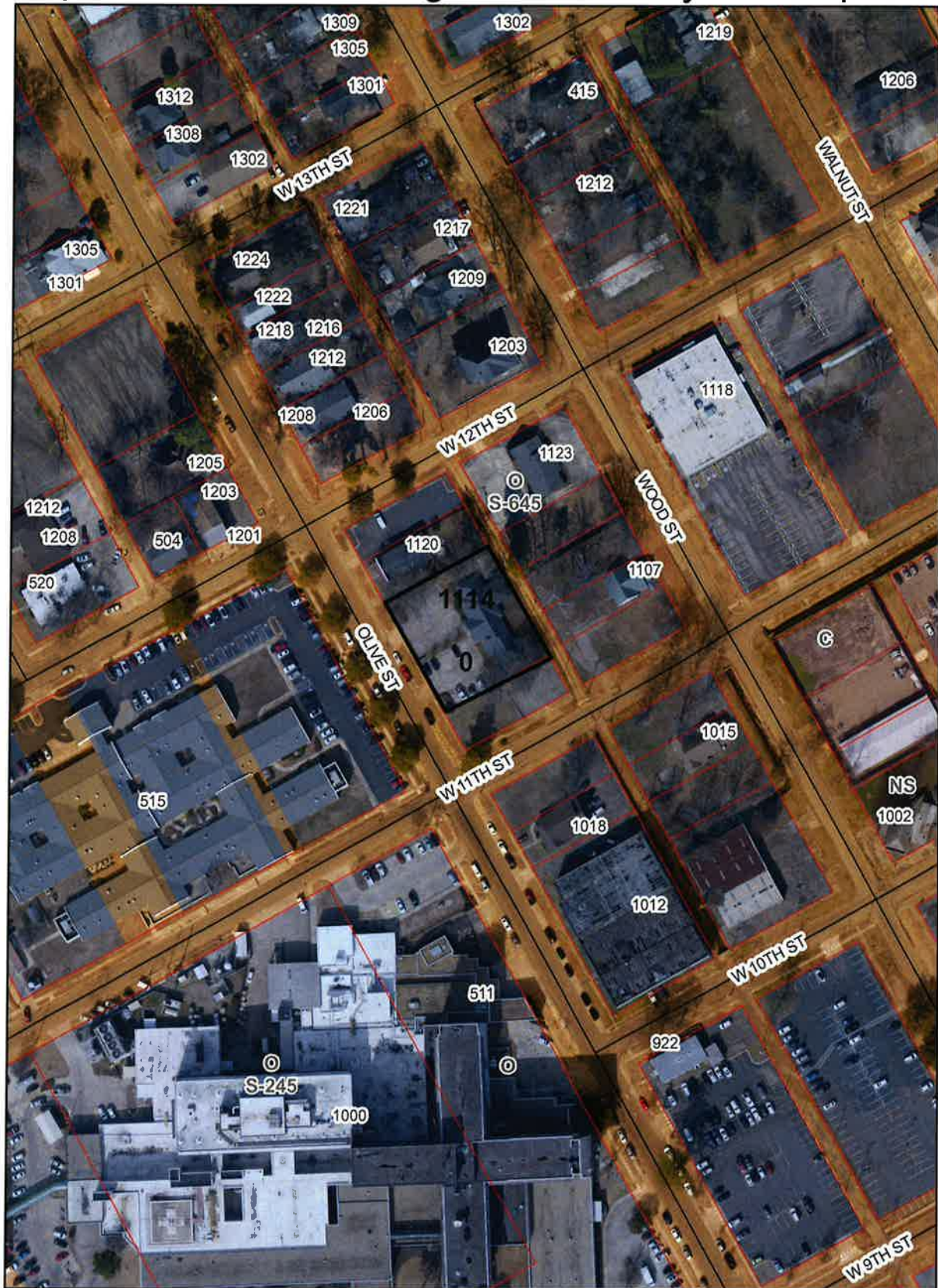


1:3,000

Attachment: 2018-059 ATTH 01 (maps) (1848 : 2018-059 ORD granting SUP at 1114 Olive Street)



1114 Olive St. Department. of Planning & Community Development



1:2,000



Nelda Shavers Ministries
P.O. Box 6786
Texarkana, TX 75505
shaversnelda@yahoo.com
(903)826-0386

Attn: Planning and Zoning

Greetings,

I am Pastor Nelda Shavers, Founder/CEO of Kingdom International Church and Elijah's House. We are a 501(c)3 Ministry who care for abused and neglected youth. Our mission is to continue positively impact the lives of women and children, and providing a safe haven.

I would like to open a home for sex trafficking females, a 24 hour shelter located at 1114 Olive St. St Texarkana, TX 75501. The location can house approximately 20 youth. The child to staff ratio would be one staff to a maximum of two youth. We will have 24 hour/7days a week licensed security on board. We will have nursing staff, as well as ongoing counseling for drug, emotional, sexual abuse, etc. Our plans are to offer general education courses, GED classes, job corporation, preparation for college, etc. We plan to help guide our youth into a brighter tomorrow.

We look forward to hearing from you.

Thank you,


Nelda Shavers

Attachment: 2018-059 ATTH 02 (letter from applicant) (1848 : 2018-059 ORD granting SUP at 1114 Olive Street)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

Perspectives	Goals
Serve the Community	☐ Promote an Environmentally Sensitive & Livable Community ☐ Provide a Safe Community ☐ Deliver Quality Services ☐ Foster a Healthy Community
Run the Operations	☐ Enhance Community Preparedness & Responsiveness ☐ Maximize Partnership Opportunities ☐ Provide Courteous & Responsive Customer Service ☒ Model a Positive City Image ☐ Deliver Efficient Services ☒ Cultivate Community Involvement & Access
Manage the Resources	☐ Maintain Fiscal Strength ☐ Maximize Utilization & Resources ☒ Invest in Infrastructure & Transportation
Develop Personnel	☐ Develop a Skilled & Diverse Workforce ☐ Create a Positive & Rewarding Work Culture

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

NA

No Additional

Other Potential Impacts:

NA

Public Information Plan:

☒	Newspaper Notice (Required by Statute)	☒	Public Hearing (Required by Statute)
☐	Public Forum/Input Session	☐	Press Release
☐	E-News Distribution	☒	Website Notice
☐	Social Media (Twitter, Facebook, etc.)	☒	Special Mailing
☐	Flyers Posted	☐	Banners Posted
☐	Survey	☐	Automated Phone Call
☒	None Required	☒	Sign Posted

Other:

Attachment: 2018-059 Goals & Perspectives (1848 : 2018-059 ORD granting SUP at 1114 Olive Street)