



CITY COUNCIL AGENDA

Monday, January 06, 2025 at 6:00 PM

City Hall – Council Chambers, 200 North Fifth, Crockett, TX 75835

Dr. Ianthia Fisher, Mayor

Dennis Ivey, Council Member
Darrell Jones, Council Member
NaTrenia Hicks Council Member
Elbert Johnson, Council Member
Mike Marsh, Mayor Pro Tem

John Angerstein, City Administrator
Mitzi Stefka, City Secretary
William Pemberton, City Attorney
Clayton Smith, Police Chief
Jason Frizzell, Fire Chief

Notice is hereby given of a meeting of the City Council of Crockett to be held on **MONDAY, JANUARY 06, 2025 at 6:00 PM** at City Hall – Council Chambers, 200 North Fifth, Crockett, Texas, for the purpose of considering the following agenda items. All agenda items are subject to action.

OPEN MEETING WITH INVOCATION AND PLEDGE

RECOGNITION OF VISITORS

COMMENTS FROM AUDIENCE OR COUNCIL *(At this time, anyone will be allowed to speak on City related matters only; no personal matters or matters under litigation will be allowed. The length of time may not exceed three (3) minutes. NO Council discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.)*

1. **EXECUTIVE SESSION:** GOV. CODE 551.071: CONSULTATION WITH ATTORNEY REGARDING MATTERS RELATED TO CROCKETT ECONOMIC & INDUSTRIAL DEVELOPMENT CORPORATION WIND UP
2. RECONVENE INTO REGULAR SESSION AND CONSIDER ACTION, IF ANY, ON EXECUTIVE ITEMS

APPROVAL OF MINUTES

3. REGULAR SESSION: DECEMBER 2, 2024

REPORTS

4. POLICE DEPARTMENT MANPOWER & CRIMINAL INCIDENT REPORT FOR NOVEMBER 2024
5. FIRE DEPARTMENT MONTHLY ACTIVITY & STATUS REPORT FOR NOVEMBER 2024

BUSINESS

6. CONSIDER AND APPROVE THE ADOPTION OF A PROCUREMENT POLICY FOR ALL PROGRAMS PAID BY FEDERAL FUNDS
7. CONSIDER AND APPROVE THE ADOPTION OF A FINANCIAL POLICY FOR FEDERAL GRANT CONTRACTS
8. CONSIDER AND APPROVE CHANGE ORDERS FOR STATE INFRASTRUCTURE BANK (SIB) STREET PROJECT AND U.S. ECONOMIC DEVELOPMENT ADMINISTRATION DISASTER SUPPLEMENT GRANT WITH FUNDING TO BE PAID FROM UTILITY RESERVES
9. CONSIDER AND APPROVE DECLARING A 2014 TAHOE VIN# 1GNLC2E05ER203579 AS SURPLUS AND APPROVE INTERLOCAL AGREEMENT WITH CROCKETT INDEPENDENT SCHOOL DISTRICT FOR THE PURCHASE OF SAME
10. CONSIDER AND APPROVE LOCATIONS OF GATEWAY SIGNS AND ALLOW CITY ADMINISTRATOR TO ORDER SURVEYS AND EXECUTE EASEMENT AGREEMENTS

ADJOURNMENT



In compliance with the Americans with Disabilities Act, the City of Crockett will provide for reasonable accommodations for persons attending City Council meetings. To better serve you, requests should be received 24 hours prior to the meetings. Please contact Mitzi Stefka, City Secretary, at 936-544-5156.

CERTIFICATION

I certify that a copy of the January 06, 2025 agenda of items to be considered by the Crockett City Council was posted for viewing at Crockett City Hall on January 03, 2025 before 5:00 P.M.

Mitzi Stefka, City Secretary

I certify that the agenda items to be considered by the City Council was removed from the City Hall window on the ____ day of _____, 2025. _____ Title _____

MINUTES OF THE CROCKETT CITY COUNCIL MEETING HELD ON THE 2nd DAY OF DECEMBER 2024 IN THE CITY HALL COUNCIL CHAMBERS, LOCATED AT 200 NORTH FIFTH IN THE CITY OF CROCKETT, HOUSTON COUNTY TEXAS AT 6:00 P.M.

THE COUNCIL MET IN REGULAR SESSION WITH THE FOLLOWING MEMBERS PRESENT: IANTHIA FISHER, DENNIS IVEY, NATRENIA HICKS, ELBERT JOHNSON, AND MIKE MARSH. CITY OFFICIALS PRESENT: CITY ADMINISTRATOR JOHN ANGERSTEIN, CITY SECRETARY MITZI STEFKA, AND ASSISTANT CITY ADMINISTRATOR LEE STANDLEY. DARRELL JONES WAS NOT PRESENT.

OPEN MEETING WITH INVOCATION AND PLEDGE

Mayor Fisher called the regular session open and Council member Ivey gave the invocation. All joined in the pledge.

RECOGNITION OF VISITORS

Mayor Fisher recognized all visitors present and thanked them for their attendance.

COMMENTS FROM AUDIENCE OR COUNCIL *(At this time, anyone will be allowed to speak on City related matters only; no personnel matters or matters under litigation will be allowed. The length of time may not exceed three minutes. NO Council discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.)*

- John Jenkins – Comments about the future of CEIDC
- Virginia Lewis – Comments about the future of CEIDC
- Sam James – Comments about city charter revision
- Scott Sheley – Comments about city council responsibility.

APPROVAL OF MINUTES

1. CANVASS: NOVEMBER 14, 2024 AND REGULAR SESSION: NOVEMBER 18, 2024

Mayor Pro Tem Marsh made a motion to approve the minutes of the November 14, 2024 Canvass and November 18, 2024 Regular session. Council member Ivey seconded the motion. Motion passes 4-0.

BUSINESS

2. AWARD BID: ACQUISITION AND INSTALLATION OF GENERATOR AT THE CROCKETT VO TECH FACILITY

Mayor Pro Tem Marsh made a motion to approve the purchase of a new generator for the Vo Tech center from Old Town Generators. Council member Johnson seconded the motion. Motion passes 4-0.

3. CONSIDER AND APPROVE UPDATES TO PERSONNEL POLICY MANUAL

Council member Hicks made a motion to take the agenda item from the table and approve updates to the Personnel Policy Manual. Mayor Pro Tem Marsh seconded the motion. Motion passes 4-0.

4. DISCUSSION AND REVIEW OF CITY COUNCIL PROCEDURES AND DECORUM POLICY

Mr. Angerstein gave a brief overview of the proposed City Council Procedures and Decorum Policy and invited council to review the policy so they could give their feedback. The policy will be considered and approved at a later date.

5. UPDATE ON CROCKETT ECONOMIC & INDUSTRIAL DEVELOPMENT CORPORATION WIND DOWN PROCEDURES AND TIMELINE

Mr. Angerstein explained the legal processes involved with the wind down of the Crockett Economic and Industrial Development Corporation (CEIDC) after the vote to dissolve the corporation in November. No new business can be conducted by CEIDC after the election and there is a sixty (60) day deadline from the date of the election to complete the process of transferring CEIDC’s assets and liabilities to the City of Crockett. The ½ cent sales tax will continue to be collected and used to pay existing CEIDC debt until those debts have been paid.

Prior to adjournment, Mayor Fisher acknowledged the death of council member Ivey’s niece and commended the Crockett Area Chamber of Commerce for the organization and success of the Christmas in Crockett event over the weekend.

ADJOURNMENT

Without objection, Mayor Fisher adjourned the meeting at 7:02 P.M.

Dr. Ianthia Fisher, Mayor

ATTEST:

Mitzi Stefka, City Secretary



City of Crockett
POLICE DEPARTMENT



Item 4.

COURTESY
PROTECTION
DEDICATION

CHIEF OF POLICE
Clayton Smith

CROCKETT, TEXAS 75835
936-544-2021 * 200 NORTH FIFTH STREET

Mayor
Dr. Ianthia Flsher

November 2024

Manpower: 16

Manpower Hours: 2413

Calls: 352

Accidents: 15

Arrests: 38

Traffic: 228

Reports: 54

Alarm Calls: 24

False Alarms: 21

No Fault Alarms: 3

Assault: 5

Burglary: 2

Criminal Mischief: 0

Criminal Trespass: 4

Disorderly Conduct: 1

Driving While Intoxicated: 0

Forgery: 0

Possession of Controlled Substance: 4

Possession of Drug Paraphernalia: 3

Possession of Marijuana: 3

Public Intoxication: 1

Resisting Arrest: 2

Theft: 3

Unlawful Possession of Firearm: 1

Unauthorized use of Motor Vehicle: 0

Miscellaneous Offenses: 41

Comments: REPORTING PERIOD: NOVEMBER 1-30, 2024 MISCELLANEOUS OFFENSES INCLUDES 16 WARRANT SERVICES.

CROCKETT FIRE DEPT. MONTHLY ACTIVITY AND STATUS REPORT FOR 2023

2024	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	AVG
CITY CALLS	32	25	30	36	45	40	29	32	29	32	36	0	366	0
STRUCTURE FIRES:	0	1	0	0	0	0	0	2	0	0	0	0	3	0
Business	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Residential	0	1	0	0	1	0	0	2	0	0	0	0	4	0
VEHICLE FIRES	0	1	0	0	0	0	1	2	1	1	1	0	7	0
GRASS / WOODS FIRES	0	0	1	0	0	0	1	1	0	3	0	0	6	0
REFUSE / TRASH FIRE	0	0	0	1	1	0	0	0	1	3	1	0	7	0
VEHICLE ACCIDENT	6	5	5	5	6	9	4	4	6	5	5	0	60	0
VEHICLE ACCIDENT w/RESCUE	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TECHNICAL RESCUE	0	0	0	1	0	3	0	0	0	1	2	0	7	0
POWERLINE EMERGENCIES	4	0	2	8	9	2	3	2	1	0	3	0	34	0
TREES DOWN	0	0	0	0	5	0	0	0	0	0	1	0	6	0
NATURAL/LPG GAS LEAK	0	2	0	0	2	6	2	8	2	3	4	0	29	0
HAZ-MAT SPILL / LEAK	0	0	4	0	1	1	0	0	0	0	0	0	35	0
CARBON MONOXIDE ALARM	0	0	0	1	0	0	2	1	0	0	1	0	0	0
EMS FIRST RESPONDER	6	7	4	3	3	6	2	4	9	5	5	0	54	0
EMS LIFT ASSIST	8	2	9	14	9	2	9	3	6	3	4	0	69	0
LANDING ZONE SET-UP	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FALSE ALARM BUSINESS	4	1	0	1	5	4	2	1	1	0	4	0	23	0
FALSE ALARM RESIDENTIAL	3	4	2	1	0	1	2	4	0	3	2	0	22	0
TERRORISTIC/BOMB THREAT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRE / SMOKE INVESTIGATION	1	1	3	1	4	5	0	1	1	4	3	0	24	0
CONTROL BURN	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TRAFFIC CONTROL	0	0	0	0	0	1	0	0	0	0	0	0	1	0
AGENCY ASSIST	0	1	0	0	0	0	2	0	1	2	0	0	6	0
ARSON ARREST	0	0	0	0	0	0	0	0	0	0	0	0	0	0

CROCKETT FIRE DEPT. MONTHLY ACTIVITY AND STATUS REPORT FOR 2023

2024	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	AVG
COUNTY CALLS	16	9	13	10	15	7	10	3	12	16	20	0	131	0
STRUCTURE FIRES:	2	1	3	1	0	0	0	0	0	0	0	0	7	0
Business	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Residential	2	1	3	1	1	0	0	0	0	1	1	0	10	0
VEHICLE FIRES	1	0	1	0	1	1	0	1	2	2	0	0	9	0
GRASS / WOODS FIRES	5	2	2	1	1	1	2	0	7	4	7	0	32	0
REFUSE / TRASH FIRE	0	0	0	0	0	0	0	0	0	4	1	0	5	0
VEHICLE ACCIDENT	5	3	5	2	2	2	5	2	1	3	5	0	35	0
VEHICLE ACCIDENT w/Extrication	1	0	0	0	1	0	0	0	0	0	1	0	3	0
TECHNICAL RESCUE	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LANDING ZONE SET-UP	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HAZ-MAT SPILL / LEAK	0	0	0	0	0	0	0	0	0	0	0	0	0	0
POWERLINE EMERGENCIES	0	1	1	3	1	0	0	0	1	0	1	0	0	0
TREES DOWN	1	2	0	3	8	1	2	0	0	0	1	0	18	0
NATURAL/LPG GAS LEAK	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OIL/GAS WELL FIRE	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CARBON MONOXIDE ALARM	0	0	0	0	0	0	0	0	0	0	0	0	0	0
EMS FIRST RESPONDER	0	0	0	0	0	0	1	0	1	0	1	0	3	0
EMS LIFT ASSIST	0	0	1	0	0	0	0	0	0	0	0	0	1	0
FALSE ALARM BUSINESS	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FALSE ALARM RESIDENTIAL	1		0	0	0	0	0	0	0	0	0	0	1	0
TERRORISTIC THREAT	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRE / SMOKE INVESTIGATION	0	0	0	0	1	2	0	0	0	2	2	0	7	0
TRAFFIC CONTROL	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CONTROL BURN	0	0	0	0	0	0	0	0	0	0	0	0	0	0

CROCKETT FIRE DEPT. MONTHLY ACTIVITY AND STATUS REPORT FOR 2023

Item 5.

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	AVG
2024														
TOTAL CALLS	48	34	43	46	60	47	39	35	41	48	56	0	0	0
ACTIVE MEMBERS (PAID / VOL.)	17	17	17	17	17	17	17	17	17	17	0	0	0	0
PAYROLL	\$5,100	\$5,100	\$3,000	\$3,000	\$3,000	\$3,500	\$3,000	\$3,100	\$3,100	\$3,300	\$3,300	\$0	\$0	0
VOLUNTEER MAN HOURS	300	285	210	200	240	200	190	200	245	310	265	0	0	0
COST PER MAN HOUR	\$17.00	\$17.89	\$14.29	\$15.00	\$12.50	\$17.50	\$15.79	\$15.50	\$12.65	\$10.65	\$12.45	\$0.00	\$0.00	0
FIREFIGHTER INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIREFIGHTER FATALITIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CIVILIAN INJURIES	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CIVILIAN FATALITIES	0	0	0	0	0	0	0	0	0	2	2	0	0	0
MUTUAL AID GIVEN	5	0	4	3	3	1	1	1	5	4	4	0	0	0
MUTUAL AID RECEIVED	0	3	0	0	1	0	0	1	0	6	1	0	0	0
OUT OF COUNTY CALLS	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Notes:

CITY OF CROCKETT, TEXAS
PROCUREMENT POLICY APPLICABLE TO ALL PROCUREMENTS MADE
WITH FEDERAL FUNDS
Adopted January 6, 2025

All procurements made by the City of Crockett involving the expenditure of Federal funds must be conducted in accordance with the procedures set forth in this Policy. This Policy is in accord with all applicable Federal, State, and local government statutes and regulations, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. 200.317 to 200.327.

It is the policy of the City of Crockett to conduct all procurements in the highest ethical manner, and in accordance with all applicable laws and regulations. To the extent required by law and regulation, and the maximum extent practical, the City of Crockett will conduct all procurement transactions in a manner providing full and open competition, consistent with the standards set forth 2 C.F.R. 5 200.319.

Subject to specified cost thresholds and documented delegation of authority, all procurements will be reviewed by City Administrator to ensure compliance with this Policy.

I. SOLICITATIONS

Procurements subject to this Policy will be made on the basis of a written solicitation, after careful consideration by City of Crockett Staff (with, as applicable, the support of a selection committee) of the needs of the city and available resources. The written procedures in this Policy are intended to ensure that all solicitations meet the following Federal requirements as well as contracting best practices.

A. Clear Description

The solicitation must incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. This description should include a written statement of work. 2 200.319(c)(1).

B. Nonrestrictive Specification

The description of the technical requirements must not contain features that unduly restrict competition. 2C.F.R.§ 200.3

C. Qualitative Requirements

The description of the technical requirements may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. 2 C.F.R. S 200.319 (c) (1). Product specifications should be limited to essential specifications only.

a. Brand Name or Equal

When it is impractical or uneconomical to write a clear and accurate description of the technical requirements of the property or services to be acquired, "brand name or equal" descriptions may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must be

met by offerors must be clearly stated. The need for a "brand name or equal" specification should be documented.

b. Preference for Performance Specifications

Product or service specifications based on performance, rather than designed specifications, are preferred. A performance specification describes an end result, an objective, or standard to be achieved, and leaves the determination of how to reach the result to the contractor. Performance specifications describe what the product should be able to do or the services to accomplish, without imposing unnecessarily detailed requirements on how to accomplish the tasks.

D. Requirements

The solicitation must identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. 2 C.F.R. 5200.319 (c) (2). All solicitations for competitive proposals must notify offerors that the City of Crockett reserves the right to award to other than the lowest-priced offeror. Generally, City of Crockett will make a best value determination, balancing cost against technical merits, in awarding competitive contracts.

E. Type of Federal Funding

The solicitation must acknowledge the source of the Federal funding for the contract, in compliance with the terms of its financial assistance award.

a. The solicitation should inform prospective contractors that they will need to comply with all applicable Federal Laws, regulations, Executive Orders and requirements affecting the procurement. As appropriate, specific flow-down requirements may be included in the solicitation itself, in any resulting contract, or incorporated by reference.

F. Contract Type The solicitation should state the type of contract that will be awarded.

a. Fixed Price

A fixed price contract provides for a firm price that remains irrespective of the contractor's actual cost of performing the scope of work under the contract. The risk of performing the work, at the fixed price, is borne by the contractor. Fixed price contracts may include an economic price adjustment, incentives, or both.

b. Cost Reimbursement

Cost-reimbursement type contracts provide for payment of certain incurred costs to the extent provided in the contract. They normally provide for the reimbursement of the contractor for its reasonable, allocable, actual, and allowable costs, with an agreed-upon fee. There is a limit to the costs that a contractor may incur at the time of contract award, and the contractor may not exceed those costs without City of Crockett's prior approval. Cost allowability is determined by Federal regulations. There are many varieties of cost reimbursement contracts, such as cost-plus- fixed-fee, cost-plus-incentive-fee, and cost-plus-award-fee, Because City of Crockett incurs more risk in a cost reimbursement contract, these types of contracts should only be entered into after a careful analysis of the benefits compared to other contract types.

c. Time and Materials Contracts

A time and materials type contract is a contract whose cost to the City of Crockett is the sum of the actual cost of materials and direct labor hours charged at fixed hourly

rates that reflect wages, general and administrative expenses, and profit. 2C.F.R. § 200.318(j)(1)(i) and (ii) This type of contract is used if no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk.

d. Cost Plus Percentage of Cost

The use of cost-plus percentage of cost and cost plus a percentage of construction cost methods of contracting are prohibited.

G. Prohibitions

Certain provisions that unduly restrict competition are prohibited. 2 C.F.R. § 200.319(a). The following are some examples of these prohibited provisions. Note that the provisions described below are not prohibited when they are improper or excessive. For example, some qualifications and experience may be required for a particular type of contract; only "excessive" or "unnecessary" requirements are not allowed:

a. Excessive Qualifications

Placing unreasonable requirements on firms in order for them to qualify to do business. 2 C.F.R. 200.319(1).

b. Unnecessary Experience

Requiring unnecessary experience. 2 C.F.R. § 200.319(a)(2).

c. Unnecessary Bonding

Requiring excessive bonding. 2 C.F.R. § 200.3

d. Improper Qualification

Using improper prequalification procedures that conflict with 2 C.F.R. §200.319Cd).

e. Retainer Contract

Making a noncompetitive solicitation only to a person or firm on retainer contract where that award is not for property or services specified for delivery under the scope of work of the retainer contract. 2 C.F.R. § 200.319(a)(4). f. In-State, Local, or Tribal Geographic Preferences Imposing prohibited in-state, local, or tribal geographic preferences that conflict with 2 CF.R. 200.319(b).

g. Organizational Conflicts of Interest

Allowing entities to submit bids or proposals in response to the solicitation where there would be a prohibited organizational conflict of interest. 2 C.F.R. §200.319(a)(5).

II. METHODS FOR PROCUREMENT

Procurements shall be made using one of the following methods: CA) Micro-Purchases (B) Small Purchase procedures, (C) Competitive sealed bids, (D) Competitive negotiations, (E) Non-competitive negotiation. All procurements shall be made in accordance with these procedures.

A. Micro-Purchases

Purchases below the Simplified Acquisition Threshold may be awarded without soliciting competitive proposals if City of Crockett considers the price to be reasonable. Efforts will be made to get the lowest and best price, but written records of such efforts are not necessary. Procurements may not be disaggregated for the purpose of falling below the Micro-Purchase threshold.

B. Small Purchases

Purchases of supplies, equipment and services which cost below \$501000 require written supplier estimates but no formal bid is required. City of Crockett will solicit a verbal or written response from at least three (3) vendors and will document why the vendor was selected if it is not the lowest priced offeror. If no such responses are available, a statement explaining the procurement will be prepared and filed.

C. Competitive Sealed Bids

The use of sealed bids will be employed when detailed specifications for the goods or services to be procured can be prepared and the primary basis for award is cost. When the cost of a contract, lease or other agreement for materials, supplies, equipment, or contractual services, other than those personal (procuring the services of an individual for staff augmentation services) or professional (provided by a degreed, licensed professional, principally engineering, accounting, and legal services), exceeds \$50,000, an Invitation for Bids ("IFB") notice will generally be prepared. This notice will be published in the City of Crockett newspaper of record and/or such other places as the City of Crockett deems appropriate. This notice will appear at least fourteen (14) days before the due date for bid proposals. City of Crockett may also solicit sealed bids from responsible perspective suppliers by sending them a copy of such notice. To the extent possible, City of Crockett staff is encouraged to maintain an open Bidders List.

The IFB will include a complete, accurate and realistic specification and description of the goods or services to be procured, any required bid deposit, the amount of a payment bond and bond performance required (if applicable), the location where bid forms and specifications may be secured, the time and place for opening bids, and whether the bid award will be made on the basis of the lowest price or the lowest evaluated price, If the lowest evaluated price is used, the measurable criteria to be used must be stated in the IFB,

Sealed bids will be opened in public at the time and place stated in the IFB. The bids will be tabulated by city staff at the time of bid opening. The results of the tabulation and the bid procurements will be examined for accuracy and completeness by the City Administrator who will make recommendations to the City of Crockett city council. In addition, the City of Crockett shall determine that all firms are responsive and responsible. The City of Crockett will make the decision as to whom the contract shall be awarded. After the bid award is made by the City of Crockett, a contract will be prepared for execution by the successful bidder. After the contract is signed, all bid deposits will be returned to all unsuccessful bidders.

City of Crockett may cancel an Invitation for Bid or reject all bids if it is determined that such is in the best interests of City of Crockett. Bidders will be notified in writing of such cancellation or rejection. City of Crockett may allow a vendor to withdraw a bid if requested at any time prior to the bid opening. Bids received after the time set for bid opening shall be returned to the vendor unopened. Bids which do not accept all terms and conditions of the IFB shall be deemed to be non-responsive and will be rejected. Any changes to the bidding terms and conditions shall be communicated to all bidders, and all bidders will have an equal chance to submit a bid responsive to those changed terms and conditions.

D. Competitive Negotiations

City of Crockett will use competitive negotiations, regardless of contract amount, upon a written determination that either of the following conditions apply:

- a. Specifications cannot be made specific enough to permit the award of a bid on the basis of either the lowest bid or the lowest evaluated bid price (in other words, sealed bidding is not feasible); or
- b. The services to be procured are professional (provided by a degreed, licensed professional, principally engineering, accounting, and legal services) in nature.

Competitive negotiations will proceed as follows:

1. Proposals will be solicited through advertisement in the City of Crockett newspaper of record and/or such other places as the City of Crockett deems appropriate; additionally, a Request for Proposal (RFP) may be prepared and mailed, emailed, or faxed to qualified vendors. The RFP will describe services needed and identify the factors to be considered in the evaluation of proposals and the relative weights assigned to each selection factor. The RFP will also state where further details regarding the RFP may be obtained. The RFP will call attention to the applicable regulations. Requests for proposals will always include cost as a selection factor.
2. Award must be made to the offeror whose proposal is determined in writing by the City of Crockett to be the most advantageous to City of Crockett with price and other factors considered. This evaluation and award process contemplates a balancing of cost and technical merit in arriving at a determination as to which proposal provides the best value to the City of Crockett. Evaluations must be based on the factors set forth in the Request for Proposal and a written evaluation of each response prepared. The selection committee may contact the firms regarding their proposals for the purpose of clarification and record in writing the nature of the clarification. If it is determined that no acceptable proposal has been submitted, all proposals may be rejected. New proposals may be solicited on the same or revised terms or the procurement may be abandoned. For the procurement of certain professional services, an alternative to RFPs may be used. City of Crockett may publish a Request for Qualifications, RFQ's are handled in a similar method to RFP's with the exception that cost is not a factor in the initial evaluation. The selection committee will evaluate the responses and rank them by comparative qualifications. The highest scoring person or firm will be contacted, and the City of Crockett will negotiate cost. If the City of Crockett is unable to negotiate a satisfactory cost arrangement, the second highest scoring person or firm will be invited to negotiate. The City of Crockett will maintain a written record of all such negotiations.

E. Noncompetitive Negotiations

The City of Crockett requires competitive bids for purchases of goods or services (including consulting services) over however, some exceptions apply.

In some circumstances, when competition cannot be obtained or the situation necessitates the required number of competitive bids to be reduced, a Sole Source or Reduction Justification Form must be submitted. The following information is a guide

for requesting the waiver or reduction of competitive bids on RFPs for goods or services greater than \$50,000. City of Crockett may purchase goods and services through non-competitive negotiations when it is determined in writing by the City of Crockett that competitive negotiation or bidding is not feasible and that:

1. SOLE SOURCE DEFINITION AND CRITERIA

A single supplier that is exclusively capable of meeting the City of Crockett's requirements within the time available, including emergency and other situations, which preclude conventional planning and processing. These situations include:

- a. One-of-a-Kind/Specialized - the commodity or service has no competitive product or must meet specialized seaport, boat or marine requirements, or specialized professional or technical services, and is available from only one supplier.
- b. Compatibility - the commodity or service must match an existing brand of equipment for compatibility and is available from only one vendor.
- c. Replacement Part - the commodity is a replacement part for a specific brand of existing equipment and is available from only one supplier.
- d. Delivery Date only one supplier can meet necessary delivery requirements.
- e. Emergency - URGENT NEED for the item or service does not permit soliciting competitive bids; including purchases needed to address major facility failures damages due to disasters or purchases necessary to address immediate safety and security issues.
- f. Only one satisfactory proposal is received through RFP or RFQ
- g. The Federal or State awarding agency has authorized the particular type of noncompetitive negotiation.

Procurement by noncompetitive negotiation requires the strictest attention to the observation of impartiality toward all suppliers. The City of Crockett must approve all procurements by non-competitive negotiation when only one supplier is involved or only one bid or response to an RFP/RFQ is received.

F. Bids will be accepted only from those contractors who have a proven record of ability to successfully complete the scope of work being bid. References will be requested along with the contractor's bid proposal. Any contractors submitting a bid must produce (along with his/her bid documents) written proof of liability insurance and worker's compensation coverage. Consideration will be given to such matters as contractor integrity, compliance with public record of past performance and financial and technical resources in awarding contracts.

III. CONTRACTS

Generally, all procurement in excess of the Simplified Acquisition Threshold will be memorialized and supported by a written contract. Where it is not feasible or is impractical to prepare a contract, a written finding to this effect will be prepared and some form of documentation regarding the transaction will also be prepared.

A. All contracts will contain language which allows the City of Crockett the opportunity to cancel any contract for cause. Said cause shall include (but not be limited to) demonstrated lack of ability to perform the work specified, unwillingness to complete the work in a timely fashion, cancellation of liability insurance or worker's compensation, failure to pay suppliers or workers, unsafe working conditions caused by the contractor, failure to comply with Davis-Bacon wage laws (where applicable), failure to keep accurate and timely records of the job, or failure to make those records available to the City of Crockett (on request) or any other documented matter which could cause a hardship for the City of Crockett if a claim should arise or the work not be completed on schedule at the specified cost.

B. All contracts will contain a termination for convenience provision, which allows the City of Crockett to cancel the contract without fault on the part of the contractor. In the event of a termination for convenience, the contractor will receive reimbursement and/or pro-rate payment for costs and work done until the point of termination, but not anticipated profits on the work that was cancelled. The termination provision will specify the procedures for the contractor to submit a claim for termination costs,

C. Except as otherwise provided under 41 C.F.R, Part 60, all contracts that meet the definition of "Federally assisted construction contract" in 41 C.F.R. 604.3 must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth in 2 C.F.R. 5200.326. These provisions will be provided to all bidders.

D. Federal 2 CFR 200.327 – Contract Provisions: The non-Federal entity's contracts must contain the applicable contract provisions as described in Appendix II of 2 C.F.R. Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

IV. DOCUMENTATION

All source documents supporting any given transaction (receipts, purchase orders, invoices, RFP/RFQ data and bid materials) will be retained and filed in an appropriate manner. Where feasible, source documents pertinent to each individual procurement shall be separately filed and maintained. Where it is not feasible to maintain individual procurement files, source documents will be filed and maintained in a reasonable manner (examples include chronologically, by vendor, by type of procurement, etc.). Whatever form of documentation and filing is employed, the purpose of this section is to ensure that a clear and consistent audit trail is established. At a minimum, source document data must be sufficient to establish the basis for selection, basis for cost, (including the issue of reasonableness of cost), rationale for method of procurement and selection of contract type, and basis for payment.

V. LOCALLY OWNED, MINORITY-OWNED, FEMALE-OWNED AND SMALL BUSINESSES

All necessary affirmative steps will be taken and documented to solicit participation of small and minority businesses, women's business enterprises, and labor surplus area firms. Where possible and feasible, delivery schedules will be established, and work will be subdivided to maximize participation by small businesses or minority or women-

owned businesses. Subdivided components will be bid as a separate contract. A list of locally owned, minority-owned, female-owned, and small businesses and also minority businesses located within the trade region shall be used when issuing IFBs, RFPs and RFQs. This list shall also be consulted when making small purchases. City of Crockett will use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce when appropriate. The successful bidder will be required to use these same criteria in selection of suppliers and subcontractors whenever possible.

VI. CODE OF CONDUCT

A. Conflict Of Interest

No City of Crockett member, employee, consultant, elected official, appointed official or designated agent of City of Crockett will take part or have an interest in the award of any procurement transaction if a conflict of interest, real or apparent, exists. A conflict of interest occurs when the official, employee or designated agent of City of Crockett, partners of such individuals, immediate family members, or an organization which employs or intends to employ any of the above has a financial or other interest in any of the competing firms or will otherwise benefit financially or otherwise from a contract award.

No City of Crockett member, employee or designated agent of City of Crockett may acquire a financial interest in or benefit in any way from any activity which uses any Federal funding, nor shall they have any interest in any contract, subcontract or agreement for themselves or any family members.

NOTE: These rules apply to all named parties and shall be effective for the period of service and for one year after leaving said position (or office, in the case of elected officials).

B. Acceptance of Gratuities

No City of Crockett member, employee or designated agent of City of Crockett shall solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, subcontractors, or potential subcontractors.

C. Penalties

Any City of Crockett member, employee or designated agent of City of Crockett who knowingly and deliberately violates the provisions of this code will be open to civil suit by City of Crockett without the legal protection of City of Crockett. Furthermore, such a violation of these procurement standards is grounds for dismissal by City of Crockett (if an employee) or such sanctions as available under the law (if an elected official).

Any contractor or potential contractor who knowingly and deliberately violates the provisions of these procurement standards will be barred from future transactions with City of Crockett.

VII. ADDITIONAL PROVISIONS

City of Crockett Federally funded contracts are subject to a variety of required of statutes, regulations, and contract clauses. While it is the responsibility of bidders and offerors to be aware of and comply with those requirements, City of Crockett staff shall include applicable requirements in all City of Crockett contracts to the maximum extent possible,

either in full text, via addendum or attachment, or by reference, The list below is not exhaustive, and other provisions may apply based on the type of work being performed and the dollar amount of the contract. The provisions below are common to many covered contracts:

A. Labor and Employment Laws and Regulations

A variety of construction and non-construction labor and employment laws and regulations are required as a condition of City of Crockett's Federal funding. These are assembled at 2 C.F.R. 200.326 and 2 C.F.R. Part 200, Appendix II, and include provisions related to Equal Employment Opportunity, Prevailing Wages, Antikickback provisions, Overtime and Work Safety requirements, and a variety of whistleblower protections. In dealing with all potential bidders and offerors, City of Crockett Staff should ensure that the applicable requirements are included in all solicitations and contracts. To the extent possible, City of Crockett Staff should highlight these requirements to bidders and offerors unfamiliar with or inexperienced in Federally funded projects.

B. Rights to Inventions Made Under a Grant or Contract

If a contract awarded by City of Crockett may result in the creation of protectable intellectual property, including a patentable invention, copyrighted material, trade secret or technical data, or any other invention or discovery, the requirements of 37 CFR §401 may apply.

C. Environmental Regulations

Contracts over \$150,000 require the contractor to comply with Clean Air Act and Federal Water Pollution Control Act. Specific provisions and requirements are set forth in 2 C.F.R. Part 200, Appendix II.

D. Contracting with Suspended or Debarred Persons or Entities

City of Crockett shall not enter into any agreement with any person or entity subject to Federal Debarment suspension, nor consent to a subcontract with any such person or entity. A list of all such persons or entities can be found at www.sam.gov. City of Crockett should obtain written certification from all contractors that they are not suspended or debarred from federal procurements.

E. Byrd Anti-Lobbying Amendment

The following provision should be included in each contract over \$100,000 (Federal Byrd threshold):

"Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. 5 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

Adopted by the City of Crockett on this 6th day of January 2025.

Dr. Ianthia Fisher, Mayor

Attest:

Mitzi Stefka, City Secretary

CITY OF CROCKETT, TEXAS
PROCUREMENT POLICY APPLICABLE TO ALL PROCUREMENTS MADE
WITH FEDERAL FUNDS
Adopted January 6, 2025

Designation of City depository.

Prosperity Bank is hereby appointed the depository of the funds of the City on the terms and conditions set forth in the bank depository agreement which is on file in City Hall.

The City Administrator is hereby authorized to execute, on behalf of the City, such bank depository agreement and to execute such other instruments as shall be necessary in order for the bank to receive and handle funds for the City in accordance with the contract.

Receipt of funds.

Upon receipt of funds from the Comptroller via warrant, the City Secretary shall stamp "For Deposit only" and deposit into the appropriate grant account at the designated depository.

Disbursement of funds.

Checks, vouchers or warrants for the withdrawal of such sums of money as authorized by applicable statutes or ordinance from the City depository shall contain two signatures as designated by resolution and authorized signatory forms.

Accounting control of purchases and invoices related to grants.

Upon receipt invoices shall be submitted to the City Administrator for approval, to include verification of work/quantities completed and eligibility of costs, and review to ensure no duplication of work exists. Once approved, invoices will be provided to the grant administrator for the project for processing and submittal to appropriate agency (if applicable) and City Secretary for issuance of checks consistent with existing financial policies. The City Administrator will then mail to the appropriate vendor in accordance with the terms of the contract and in accordance with program requirements.

All purchases made shall be pursuant to written authorization from the head of the office, department or agency whose appropriation will be charged, and no contract or order shall be issued to any seller unless and until the City Administrator certifies that there is to the credit of such office, department or agency a sufficient unencumbered appropriation balance to pay for the supplies, materials, equipment or contractual services for which the contract or order is to be issued.

Advance Payment Requirements and Procedures.

This section of the financial management system of City of Crockett a non-Federal entity other than a state, is intended to provide written procedures to implement the requirements of 2 CRF 200.305, including establishing payment methods to minimize the time elapsing between the transfer of funds from the United State Treasury or any pass-through entity and the disbursement

by the City whether the payment is made by electronic funds or transfer, or issuance or redemption of checks, warrants, or payment by other means, to meet Federal standards for fund control and accountability.

Advance payments received by the City shall be limited to the minimum amounts needed and shall be timed to be in accordance with the actual, immediate cash requirements of the City in carrying out the purpose of the approved program or project, with the timing and amount of advance payments to be as close as is administratively feasible to the actual disbursements by the City for direct program or project costs and the proportionate share of any allowable indirect costs.

- 1) The City shall make timely payment to contractors in accordance with the contract provisions.
- 2) Whenever possible, advance payments shall be consolidated to cover anticipated cash needs for all Federal awards made by the Federal awarding agency to the City.
- 3) Advance payment mechanisms including Treasury check and electronic funds transfer shall comply with applicable guidance in 2 CFR Part 208.
- 4) The City may submit requests for advance payments and reimbursements monthly when electronic fund transfers are not used, and more often when electronic transfers are used, in accordance with the Electronic Fund Transfer Act (15 U.S.C. 1693-1693r).
- 5) When the reimbursement method is used, the City shall make payment within 30 calendar days after receipt of the billing, unless the Federal awarding agency or pass-through entity reasonably believes the request to be improper.
- 6) When the cash method on a working capital advance basis is used, and advance cash payments are made to the City to cover its estimated disbursement needs for an initial period generally geared to the City's disbursing cycle, thereafter the City may receive from the Federal awarding agency or pass-through entity reimbursement for the City's actual cash disbursements.
- 7) Use of resources before requesting case advance payments – To the extent available, the City shall disburse funds available from program income (including repayments to a revolving fund), rebates, refunds, contract settlements, audit recovered, and interest earned on such funds before requesting additional cash payments.
- 8) The City shall at all times, including during the period of performance:
 - a) Comply with the project objectives, Federal statutes, regulation, or the terms and conditions of the Federal award;
 - b) Not be delinquent in a debt to the United States as defined in OMB Guidance A-129, "Policies for Federal Credit Programs and Non-Tax Receivables," and;
 - c) Comply with Federal award conditions.
- 9) In regard to the use of banks and other institutions as depositories of advance payments under Federal awards, the City shall at all times be able to account for the receipt, obligation, and expenditure of funds, and advance payments of Federal funds shall be deposited and maintained in insured accounts whenever possible.
- 10) The City shall maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply:
 - a) The City receives less than \$120,000 in Federal awards per year;

b) The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances;

c) The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources; or

d) A foreign government of banking system prohibits or precludes interest-bearing accounts.

11) Interest earned up to \$500 per year may be retained by the City for administrative expense but any additional interest earned on Federal advance payments deposited in interest-bearing accounts shall be remitted annually to the awarding agency through an electronic medium using either ACH network or as otherwise prescribed by awarding agency.

Dr. Ianthia Fisher, Mayor

ATTEST:

Mitzi Stefka, City Secretary

OUTLAY REPORT AND REQUEST FOR REIMBURSEMENT FOR CONSTRUCTION PROGRAMS <i>(See instructions on back)</i>		OMB APPROVAL NO. 0348-0002		PAGE 1 OF 1 PAGES			
		1. TYPE OF REQUEST <input type="checkbox"/> FINAL <input checked="" type="checkbox"/> PARTIAL		2. BASIS OF REQUEST <input type="checkbox"/> CASH <input checked="" type="checkbox"/> ACCRUAL			
3. FEDERAL SPONSORING AGENCY AND ORGANIZATIONAL ELEMENT TO WHICH THIS REPORT IS SUBMITTED U.S. Economic Development Administration		4. FEDERAL GRANT OR OTHER IDENTIFYING NUMBER ASSIGNED BY FEDERAL AGENCY 08-79-05379		5. PARTIAL PAYMENT REQUEST NO. 11			
6. EMPLOYER IDENTIFICATION NUMBER 75-6000502		7. RECIPIENT'S ACCOUNT NUMBER OR IDENTIFYING NUMBER		PERIOD COVERED BY THIS REQUEST FROM (Month, day, year) TO (Month, day, year) 02/18/2023 10/02/2024			
9. RECIPIENT ORGANIZATION Name: City of Crockett No. and Street: 200 N. 5th Street City, State and ZIP Code: Crockett, Texas 75835		10. PAYEE (Where check is to be sent if different than item 9) Name: N/A No. and Street: N/A City, State and ZIP Code: N/A					
11. STATUS OF FUNDS							
CLASSIFICATION	PROGRAMS --		FUNCTIONS --		ACTIVITIES	TOTAL Expenditures To Date	
	(a) Budget Approved per Grant Offer or as Amended	(b) Latest Revised Budget	(c) Expenditures This Period				
a. Administrative expense	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00		\$ 50,000.00		
b. Preliminary expense	0.00	0.00	0.00		0.00		
c. Land, structures, right-of-way	0.00	0.00	0.00		0.00		
d. Architectural engineering basic fees	351,996.00	351,996.00	6,391.86		306,576.59		
e. Other architectural engineering fee	0.00	0.00	3,240.00		11,597.17		
f. Project inspection fees	0.00	0.00	0.00		0.00		
g. Land development	0.00	0.00	0.00		0.00		
h. Relocation expense	0.00	0.00	0.00		0.00		
i. Relocation payments to individuals and businesses	0.00	0.00	0.00		0.00		
j. Demolition and removal	0.00	0.00	0.00		0.00		
k. Construction and project improvement cost	1,824,351.00	1,824,351.00	239,906.01		2,246,346.24		
l. Equipment	0.00	0.00	0.00		0.00		
m. Miscellaneous cost	273,653.00	273,653.00	0.00		0.00		
n. Total cumulative to date (sum of lines a thru m)	2,500,000.00	2,500,000.00	299,537.87		2,614,520.00		
o. Deductions for program income	0.00	0.00	0.00		0.00		
p. Net cumulative to date (line n minus line o)	2,500,000.00	2,500,000.00	299,537.87		2,614,520.00		
q. Federal share to date	0.00	0.00	331,782.17		2,183,767.87		
r. Rehabilitation grants (100% reimbursement)	0.00	0.00	0.00		0.00		
s. Total Federal share (sum of lines q and r)	0.00	0.00	331,782.17		2,183,767.87		
t. Federal payments previously requested	0.00	0.00	8,016.99		1,851,985.70		
u. Amount requested for reimbursement	\$ 0.00	\$ 0.00	\$ 148,014.30		\$ 2,000,000.00		
v. Percentage of physical completion of project	0	% 0	6		% 100		
12. CERTIFICATION I certify that to the best of my knowledge and belief the billed costs or disbursements are in accordance with the terms of the project and that the reimbursement represents the Federal share due which has not been previously requested and that an inspection has been performed and all work is in accordance with the terms of the award.		a. RECIPIENT		SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		DATE REPORT SUBMITTED	
				TYPED OR PRINTED NAME AND TITLE		TELEPHONE (Area code, number, and extension)	
				Dr. Ianthia Fisher, Mayor		936-544-5156	
		b. REPRESENTATIVE CERTIFYING TO LINE 11V		SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		DATE SIGNED	
				TYPED OR PRINTED NAME AND TITLE		TELEPHONE (Area code, number, and extension)	
				Bob Bashaw, Grant Administrator		936-634-2247 x 5302	



6781 Oak Hill Boulevard
Tyler, TX 75703
903.581.8141

Item 8.

December 30, 2024

Mr. John Angerstein, City Administrator
200 North 5th Street
Crockett, TX 75835

via email only

**Re: 2022 State Infrastructure Bank Street Improvements
City of Crockett, Texas
Change Order No. 4**

Dear Mr. Angerstein,

Transmitted herewith please find fully executed Change Order No. 4 for your files. Change Order No. 4 increases the scope of work by replacing schedule's 19 and 20 as well as adding schedule 22.

If you have any questions, please contact me.

Thank you,

KSA

Robert L. Thurber, P.E.
Senior Project Manager

Enclosure

pc: Ms. Mitzy Stefka, City Secretary, (w/encl. via email only)
Mr. Chris Morris, President, (w/encl. via email only)
File: 100656 Correspondence/Client, (w/encl.)

ksaeng.com

Change Order No. 4

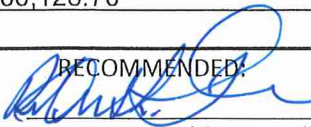
Date of Issuance: 12-30-24	Effective Date: 12-30-24
Owner: City of Crockett	Owner's Contract No.: N/A
Contractor: Crockett Construction	Contractor's Project No.: N/A
Engineer: KSA Engineers	Engineer's Project No.: 100656
Project: 2022 State Infrastructure Bank Street Improvements	Contract Name: 2022 State Infrastructure Bank Street Improvements2

The Contract is modified as follows upon execution of this Change Order:

Description: Remove Bid Schedule's 19 and 20 and replace with attached. Add bid Schedule 22.

Attachments: Revised Schedule 19 and 20. Schedule 22.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>6,596,083.45</u>	Original Contract Times: Substantial Completion: <u>330</u> Ready for Final Payment: <u>365</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>3</u> : \$ <u>(1,551,536.75)</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>3</u> : Substantial Completion: <u>330</u> Ready for Final Payment: <u>365</u> days
Contract Price prior to this Change Order: <u>4</u> \$ <u>5,044,546.70</u>	Contract Times prior to this Change Order: <u>4</u> Substantial Completion: <u>330</u> Ready for Final Payment: <u>365</u> days or dates
[Increase] [Decrease] of this Change Order: <u>4</u> \$ <u>55,582.00</u>	[Increase] [Decrease] of this Change Order: <u>4</u> Substantial Completion: <u>330</u> Ready for Final Payment: <u>365</u> days or dates
Contract Price incorporating this Change Order: <u>4</u> \$ <u>5,100,128.70</u>	Contract Times with all approved Change Orders: <u>4</u> Substantial Completion: <u>330</u> Ready for Final Payment: <u>365</u> days or dates

RECOMMENDED: By:  Engineer (if required)	ACCEPTED: By: _____ Owner (Authorized Signature)	ACCEPTED: By: <u>Chris Morris</u> Contractor (Authorized Signature)
Title: <u>Senior Advisor</u>	Title: <u>City Administrator</u>	Title: <u>President</u>
Date: _____	Date: _____	Date: <u>12/30/24</u>

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: N/A



City of Crockett 2022 State Infrastructure Bank Street Improvements KSA Project No. 100656 BID RESULTS Bid Date: March 21, 2024				Crockett Construction 1045 HWY 7 West Crockett, TX 75835 PHONE:936-544-2500	
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
SCHEDULE 19.0 - S. 5th St. (From E. Bowie Ave. to Anson Jones Ave.) Full Depth Pavement Repair (Revised)					
19.01	Mobilization, Insurance and Bonds	LS	1	\$40,000.00	\$40,000.00
19.02	Barricades, Signs, and Traffic Handling	LS	1	\$2,600.00	\$2,600.00
19.03	Stormwater Pollution Prevention	LS	0	\$2,500.00	\$0.00
19.04	2" Type D HMAC Overlay (TXDOT 340) 3,134 SY	TON	345	\$280.00	\$96,600.00
19.05	Prime Coat (MC-30) (0.3 GAL/SY) (TXDOT 310)	GAL	941	\$25.00	\$23,525.00
19.06	8-inch of Cement Treatment (Road - Mixed) MLK Street	SY	3,134	\$24.00	\$75,216.00
19.07	8-inch of Cement Treatment (Road - Mixed)	SY	0	\$20.00	\$0.00
19.08	Concrete Removal (TXDOT 104)	SY	0	\$20.00	\$0.00
19.09	Asphalt Removal (TXDOT 105)	SY	0	\$8.00	\$0.00
19.10	Select Fill	CY	0	\$40.00	\$0.00
19.11	Adjust Existing Manhole to Grade	EA	5	\$700.00	\$3,500.00
19.12	Excavation	CY	0	\$25.00	\$0.00
19.13	Embankment	CY	0	\$40.00	\$0.00
SCHEDULE 19.0 SUBTOTAL:				\$241,441.00	
SCHEDULE 20.0 - S. 7TH St. (From E. Goliad Ave. to E. Bowie Ave.) Full Depth Pavement Repair (Revised)					
20.01	MOBILIZATION, INSURANCE, AND BONDS	LS	1	\$30,000.00	\$30,000.00
20.02	BARRICADES, SIGNS, AND TRAFFIC HANDLING	LS	1	\$2,600.00	\$2,600.00
20.03	STORMWATER POLLUTION PREVENTION	LS	0	\$2,500.00	\$0.00
20.04	2" TYPE D HMAC OVERLAY (TXDOT 340)	TON	370	\$280.00	\$103,600.00
20.05	Prime Coat (MC-30) (0.3 GAL/SY) (TXDOT 310)	GAL	986	\$25.00	\$24,650.00
20.06	8-inch of Cement Treatment (Road - Mixed)	SY	3,402	\$20.00	\$68,040.00
20.07	CONCRETE REMOVAL (TXDOT 104)	SY	3,402	\$20.00	\$68,040.00
20.08	ASPHALT REMOVAL (TXDOT 105)	SY	3,402	\$8.00	\$27,216.00
20.09	Select Fill	CY	325	\$40.00	\$13,000.00
20.10	ADJUST EXISTING MANHOLE TO GRADE	EA	3	\$700.00	\$2,100.00
20.11	Excavation	CY	150	\$25.00	\$3,750.00
20.12	Embankment	CY	200	\$40.00	\$8,000.00
SCHEDULE 20.0 SUBTOTAL:				\$350,996.00	
SCHEDULE 22.0 - S. 7TH St. (From E. Goliad Ave. to E. Houston) 210' x 28' = 5880SF = 654SY Full Depth Pavement Repair					
22.01	MOBILIZATION, INSURANCE, AND BONDS	LS	1	\$8,000.00	\$8,000.00
22.02	BARRICADES, SIGNS, AND TRAFFIC HANDLING	LS	1	\$1,300.00	\$1,300.00
22.03	STORMWATER POLLUTION PREVENTION	LS	0	\$0.00	\$0.00
22.04	2" TYPE D HMAC OVERLAY (TXDOT 340)	TON	72	\$280.00	\$20,160.00
22.05	Prime Coat (MC-30) (0.3 GAL/SY) (TXDOT 310)	GAL	197	\$25.00	\$4,925.00
22.06	8-inch of Cement Treatment (Road - Mixed)	SY	654	\$20.00	\$13,080.00
22.07	CONCRETE REMOVAL (TXDOT 104)	SY	654	\$20.00	\$13,080.00
22.08	ASPHALT REMOVAL (TXDOT 105)	SY	654	\$8.00	\$5,232.00
22.09	Select Fill	CY	125	\$40.00	\$5,000.00
22.10	ADJUST EXISTING MANHOLE TO GRADE	EA	1	\$700.00	\$700.00
22.11	Excavation	CY	40	\$25.00	\$1,000.00
22.12	Embankment	CY	50	\$40.00	\$2,000.00
SCHEDULE 22.0 SUBTOTAL:				\$74,477.00	
TOTAL BID AMOUNT:				\$5,100,128.70	

City of Crockett 2022 State Infrastructure Bank Street Improvements KSA Project No. 100656 BID RESULTS Bid Date: March 21, 2024	Crockett Construction 1045 HWY 7 West Crockett, TX 75835 PHONE:936-544-2500
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BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
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BID SUMMARY SCHEDULES 1.0 through 22.0	
SUBTOTAL BID AMOUNT (SCHEDULE 1.0):	\$550,838.20
SUBTOTAL BID AMOUNT (SCHEDULE 2.0):	\$385,261.25
SUBTOTAL BID AMOUNT (SCHEDULE 3.0):	\$149,481.75
SUBTOTAL BID AMOUNT (SCHEDULE 4.0):	\$215,757.50
SUBTOTAL BID AMOUNT (SCHEDULE 5.0):	\$155,025.00
SUBTOTAL BID AMOUNT (SCHEDULE 6.0):	\$0.00
SUBTOTAL BID AMOUNT (SCHEDULE 7.0):	\$292,215.00
SUBTOTAL BID AMOUNT (SCHEDULE 8.0):	\$197,139.00
SUBTOTAL BID AMOUNT (SCHEDULE 9.0):	\$434,281.00
SUBTOTAL BID AMOUNT (SCHEDULE 10.0):	\$242,115.00
SUBTOTAL BID AMOUNT (SCHEDULE 11.0):	\$266,146.00
SUBTOTAL BID AMOUNT (SCHEDULE 12.0):	\$0.00
SUBTOTAL BID AMOUNT (SCHEDULE 13.0):	\$0.00
SUBTOTAL BID AMOUNT (SCHEDULE 14.0):	\$0.00
SUBTOTAL BID AMOUNT (SCHEDULE 15.0):	\$0.00
SUBTOTAL BID AMOUNT (SCHEDULE 16.0):	\$455,137.00
SUBTOTAL BID AMOUNT (SCHEDULE 17.0):	\$612,210.00
SUBTOTAL BID AMOUNT (SCHEDULE 18.0):	\$477,608.00
SUBTOTAL BID AMOUNT (SCHEDULE 19.0):	\$241,441.00
SUBTOTAL BID AMOUNT (SCHEDULE 20.0):	\$350,996.00
SUBTOTAL BID AMOUNT (SCHEDULE 21.0):	\$0.00
SUBTOTAL BID AMOUNT (SCHEDULE 22.0):	\$74,477.00
TOTAL BID AMOUNT (SCHEDULE 1.0 through 22.0):	\$5,100,128.70

Compiled by:



TBPE Firm Registration No. F-1356

Robert L. Thurber, P.E.
Senior Project Manager

Change Order No. 3

Date of Issuance: 12-9-24	Effective Date: 12-9-24
Owner: City of Crockett	Owner's Contract No.: N/A
Contractor: Crockett Construction	Contractor's Project No.: N/A
Engineer: KSA Engineers	Engineer's Project No.: 100656
Project: 2022 State Infrastructure Bank Street Improvements	Contract Name: 2022 State Infrastructure Bank Street Improvements2

The Contract is modified as follows upon execution of this Change Order:

Description: Add Bid Schedule Items 3.18, 3.19, 3.20, 3.21, and 3.22.

Attachments: Revised Bid Tabulation Schedule 3

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: <u>\$ 6,596,083.45</u>	Original Contract Times: Substantial Completion: <u>330</u> Ready for Final Payment: <u>365</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>2</u> : <u>\$ (1,588,683.5)</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>2</u> : Substantial Completion: <u>330</u> Ready for Final Payment: <u>365</u> days
Contract Price prior to this Change Order: <u>3</u> <u>\$ 5,007,399.95</u>	Contract Times prior to this Change Order: <u>3</u> Substantial Completion: <u>330</u> Ready for Final Payment: <u>365</u> days or dates
[Increase] [Decrease] of this Change Order: <u>3</u> <u>\$ 37,146.75</u>	[Increase] [Decrease] of this Change Order: <u>3</u> Substantial Completion: <u>330</u> Ready for Final Payment: <u>365</u> days or dates
Contract Price incorporating this Change Order: <u>3</u> <u>\$ 5,044,546.70</u>	Contract Times with all approved Change Orders: <u>3</u> Substantial Completion: <u>330</u> Ready for Final Payment: <u>365</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Senior Advisor</u>	Title: <u>City Administrator</u>	Title: <u>President</u>
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: N/A

City of Crockett 2022 State Infrastructure Bank Street Improvements KSA Project No. 100656 BID RESULTS Bid Date: March 21, 2024				Crockett Construction 1045 HWY 7 West Crockett, TX 75835 PHONE:936-544-2500	
BID ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
SCHEDULE 3.0 - Waterline D - E. Bell Ave.					
3.01	Mobilization, Insurance and Bonds	LS	1	\$6,250.00	\$6,250.00
3.02	Barricades, Signs, and Traffic Handling	LS	1	\$3,125.00	\$3,125.00
3.03	Stormwater Pollution Prevention	LS	1	\$1,875.00	\$1,875.00
3.04	Clearing and Grubbing	LS	1	\$1,875.00	\$1,875.00
3.05	6" C900 DR18 PVC Waterline	LF	608	\$68.75	\$41,800.00
3.06	6" Directional Bore	LF	232	\$68.75	\$15,950.00
3.07	4" Tapping Sleeve and Valve	EA	1	\$5,042.50	\$5,042.50
3.08	Connect to Proposed 6" Waterline	EA	1	\$2,663.75	\$2,663.75
3.09	Relocate and Reconnect Existing Firehydrant	EA	1	\$8,740.00	\$8,740.00
3.10	6" Gate Valve	EA	1	\$2,857.50	\$2,857.50
3.11	Saw Cut and Repair Asphalt Pavement	SY	4	\$62.50	\$250.00
3.12	Reconnect Long Side Water Service	EA	4	\$1,862.50	\$7,450.00
3.13	Reconnect Short Side Water Service	EA	9	\$1,221.25	\$10,991.25
3.14	Cut, Plug and Block Existing Waterline	EA	2	\$727.50	\$1,455.00
3.15	Tench Safety as Shown and Specified	LF	608	\$1.25	\$760.00
3.16	Hydromulch	AC	0.04	\$5,000.00	\$200.00
3.17	Waterline Sterilization and Pressure Testing	LF	840	\$1.25	\$1,050.00
3.18	Short Side Re-Connect	EA	3	\$1,222.50	\$3,667.50
3.19	Long Side Re-Connect	EA	3	\$1,866.25	\$5,598.75
3.20	6"x2" Tapping Saddle & 2" Gate Valve	EA	2	\$2,839.00	\$5,678.00
3.21	2" Yellomine SDR-21	LF	535	\$37.50	\$20,062.50
3.22	Flush Valve 2" @ 5th and Bowie	EA	1	\$2,140.00	\$2,140.00
SCHEDULE 3.0 SUBTOTAL*:				\$149,481.75	

*Error noted by KSA

Interlocal Agreement

This Agreement is entered into this 6th day of January 2025, by and between the City of Crockett, Texas and the Crockett Independent School District, Crockett, Texas.

The City of Crockett agrees to sell to the Crockett Independent School District, Crockett, Texas for \$4,500.00, one Chevy Tahoe Police Package Vehicles, in "AS IS" condition, as listed below;

A 2014 Chevy Tahoe Police Package VIN 1GNLC2E05ER203579 with related police equipment.

This Agreement is subject to the Texas Interlocal Cooperation Contracts law, Chapter 791 of the Texas Government for their respective citizens.

City of Crockett, Texas
By: _____
Dr. Ianthia Fisher, Mayor

Crockett Independent School District,
Crockett, Texas
By: _____
Karen Norman, President

Proposed Site 2

Item 10.

Texas State Insurance

Proposed Site 1

21

New Beginnings Day Care

Southland Federal Credit Union

Destiny New, FNP-C

Taco Bell
Fast Food • \$

Brenner St

ELL

Mex

30

SH 21 East



SH 21 East



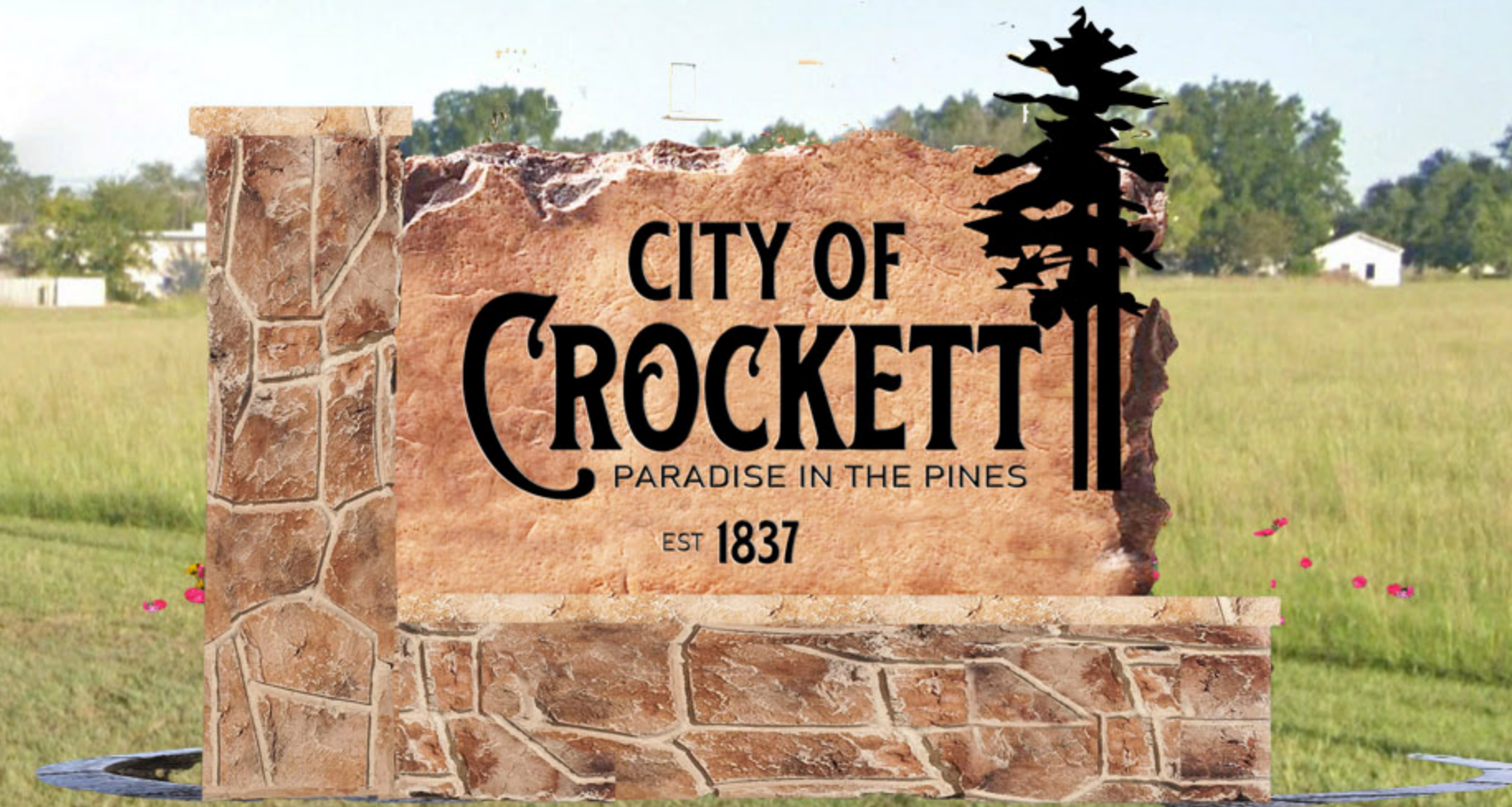


304

33

1500

SH 7 East





Proposed Site 2
Proposed Site 1

W Goliad Ave

Westside Ba

21

304

Palado Woods

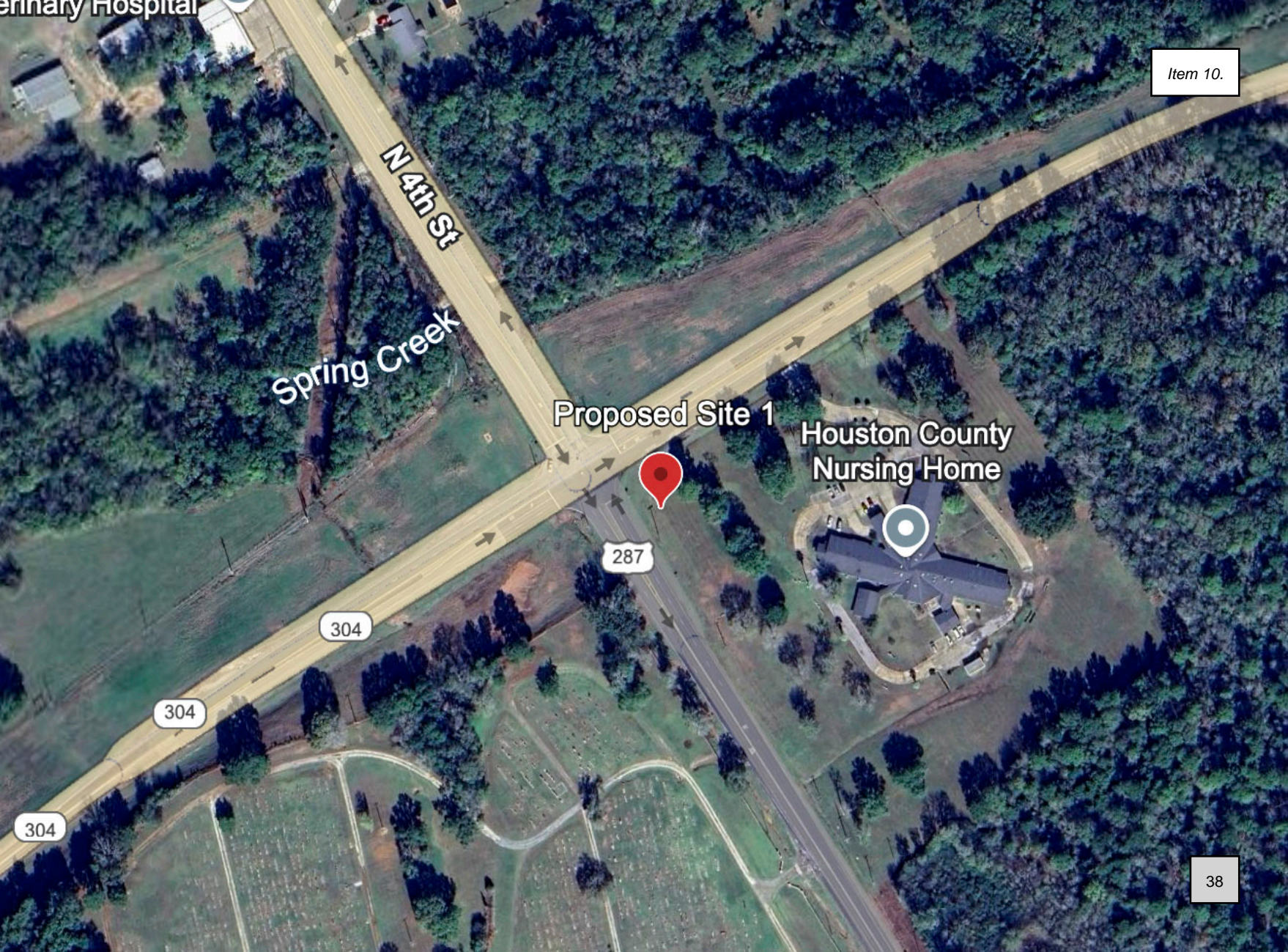
SH 7 / 21 West Primary

Item 10.



SH 7 / 21 West Secondary





Proposed Site 1

Houston County
Nursing Home

N 4th St

Spring Creek

287

304

304

304

Hwy 287 / SH 19 North





Hwy 287 South

