

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO

That the City Manager be authorized to sign a Traffic Signal Agreement between the City of El Paso ("City") and Marmaxx Operating Corp., whereby the City agrees to maintain the traffic signal improvements installed by Marmaxx Operating Corp. Located at the intersection of Global Reach Dr. and George Perry Blvd. and the three-way traffic signal installed by Marmaxx located at 3900 Global Reach Dr. and Driveway 2.

Approved this 27th day of SEPT., 2022.

The City of El Paso:



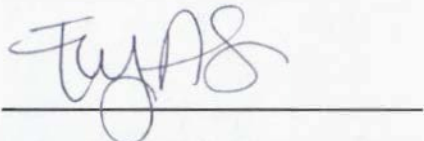
Oscar Leeser, Mayor City of El Paso

ATTEST:



Laura D. Prine, City Clerk

APPROVED AS TO FORM:



Evy A. Sotelo, Assistant City Attorney

APPROVED AS TO CONTENT:



Ellen Smyth, P.E. Chief Transit and Field Operations Officer

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

TRAFFIC SIGNAL AGREEMENT

This Agreement is made this *27th* day of *Sept.*, 2022, by and between the CITY OF EL PASO, a Texas municipality, hereinafter "City" and Marmaxx Operating Corp, a Virginia corporation, hereinafter "Developer";

WITNESSETH:

WHEREAS, Developer has designed and is constructing traffic signal and traffic signal improvements; and

WHEREAS, development of the traffic signal improvements will necessitate the removal and construction of, and adding pedestrian poles to a three-way traffic signal at the intersection of Global Reach Blvd. and George Perry Blvd.; and

WHEREAS, development of the traffic signal improvements will necessitate construction of a traffic signal will necessitate the installation of a functional three-way traffic signal at the intersection of Global Reach Dr. and Driveway 2; and

WHEREAS, the installation of the three-way traffic signal and the traffic signal improvements shall be referred to as the "Project"; and

WHEREAS, Developer is responsible for 100% of the cost of the Project; and

WHEREAS, Developer desires to implement the Project; and

WHEREAS, The Project shall consist of the design and construction, at no cost to the City, of a three-way traffic signal that will control the traffic flow for Global Reach Blvd and Driveway 2; and

WHEREAS, The Project shall consist of the design and construction, at no cost to the City, of two functional pedestrian signal heads, pedestals and accessible pedestrian signal push buttons at the intersection of Global Reach Dr. and George Perry Blvd; and

WHEREAS, The Project shall be completed within one hundred and twenty (120) days from the date of the Notice to Proceed; and

WHEREAS, Developer's design and construction of the Project will ensure that traffic flow moves as smoothly and safely as possible and that pedestrians are protected when they cross the roads thereby increasing traffic safety at the Marmaxx Operating Corp warehouse distribution site and will be an economic benefit to local tax payers, and therefore, this Agreement is in the best interest of the citizens of the El Paso;

WHEREAS, Developer and City desire to enter into an agreement whereby each will bear certain responsibilities regarding the installation, maintenance and upkeep of the Project;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

I
SCOPE OF PROJECT

The "Project" is defined as design and construction of a three-way traffic signal at the intersection of Global Reach Blvd. and Driveway 2, including but not limited to new pedestrian crossings, striping and signage, pedestrian and mast arm pole, audible pedestrian signal push buttons, ADA curb ramps, video detection, conduit and cable, sidewalk connectivity through the entire intersection and adding and replacing, pedestrian poles, audible pedestrian signal push buttons, ADA curb ramps, and sidewalk connectivity to an existing three-way traffic signal at the intersection of Global Reach Blvd. and George Perry Blvd.;

The project shall consist of the design and construction, at no cost to the City, of a three-way traffic signal at the intersection of Global Reach Blvd. and Driveway 2, including but not limited to new pedestrian crossings, striping and signage, pedestrian and mast arm pole, audible pedestrian signal push buttons, ADA curb ramps, video detection, conduit and cable, sidewalk connectivity through the entire intersection and adding and replacing, pedestrian poles, audible pedestrian signal push buttons, ADA curb ramps, and sidewalk connectivity to an existing three-way traffic signal at the intersection of Global Reach Blvd. and George Perry Blvd.;

The Project shall be constructed pursuant to the Construction Drawings, Plans and Specifications attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "Plans").

Construction and design plans shall be processed in accordance with the subdivision process established pursuant to the El Paso City Code Chapter 19.08. All work and construction shall comply with the City of El Paso Design Standards for Construction.

II
TERM

- (1) This Agreement becomes effective and binding and enforceable against the parties upon approval by the City Council for the City of El Paso (the "Effective Date").
- (2) The Project construction shall be completed by the Developer within one hundred and twenty (120) days from the date of the Notice to Proceed unless otherwise extended by written amendment approved by the City.
- (3) It is hereby understood and mutually agreed, by the Developer and the City that the date of beginning and the time for completion of the Project are **ESSENTIAL CONDITIONS** in the Agreement.

III
FUNDING

Developer understands and agrees that Developer will be responsible for all costs associated with the Project and this Agreement and shall not request reimbursement from the City, nor shall the Developer be eligible for reimbursement from the City for any improvements under this Agreement. The estimated cost for the Project is as shown in Exhibit "B" attached and incorporated herein by reference for all purposes, such amount being **TWO HUNDRED FIFTY-FIVE THOUSAND TWO HUNDRED NINETY EIGHT DOLLARS AND NINETEEN CENTS (\$255,298.19)**.

IV

RESPONSIBILITIES OF DEVELOPER

(1) Developer shall construct the Project the subject of this Agreement pursuant to the terms and conditions specified herein and pursuant to the drawings, plans and specifications for traffic signal modifications attached hereto as Exhibit "A". Developer further agrees that it shall be solely financially responsible of any and all costs, including but not limited to design and construction costs, arising from the construction of the Project.

(2) In constructing the Project, Developer shall comply with all applicable federal, state and local law including all City ordinances, codes and regulations. Failure to do so in any manner shall constitute a material breach of this Agreement. In addition, Developer shall obtain all permits and inspections required by the City and be responsible for any costs associated with obtaining such permits and inspections, including but not limited to, Traffic Control Plan Permit and Landscape and Irrigation Permit.

(3) Developer shall not commence construction for either phase of the Project without receiving written approval from the City's Streets and Maintenance Department of the design, materials and construction plans which approval shall not be unreasonably withheld or delayed.

(4) Any work performed by a contractor or consultant of the Developer will not, under any circumstances, relieve Developer of its responsibilities and obligations under this Agreement. All work performed by the Developer or its agent shall be done in a good and workmanlike manner satisfactory to the City. Any contractor or consultant hired by Developer shall have sufficient skills and experience to properly perform the work described in the Plans and shall provide adequate supervision to assure competent performance of the work.

(5) The Developer agrees that all construction and materials shall be subject to inspection and approval by the City. All Project materials must conform to the Plans and are subject to quality control testing by the City at the Developer's sole cost and expense.

(6) Additionally, the Developer shall provide all traffic control for construction. The Developer agrees to provide adequate traffic controls designed to cause minimum inconvenience to motorists, pedestrians and adjacent property owners. At least seventy-two (72) hours prior to the start of construction Developer shall submit a traffic control plan to City's Streets and Maintenance Department for approval. Additionally, Developer is responsible for obtaining and necessary approvals required by TxDOT for performing work within TxDOT right-of-way.

(7) Developer agrees that construction of the Project shall be pursued regularly, diligently, and uninterrupted at such a rate of progress as shall ensure completion of the Project within the time specified. It is expressly understood and agreed, by the Developer and the City, that the time for the completion of the Project is a reasonable time for completion.

(8) The Project shall be completed and accepted for operation and maintenance by the City in accordance with Article II (2) of this Agreement, subject to delays by reason of Force Majeure. It is hereby understood and mutually agreed by the Developer and the City that the date of beginning and the time for completion of the Project are ESSENTIAL CONDITIONS in the Agreement. It is further mutually understood and agreed that the construction of the Project shall begin promptly following the plan approval and written notice to proceed to Developer. The City Manager is authorized to approve any amendments required under this paragraph, provided that such amendments do not require the City to participate in the costs of the Project. The term "Force Majeure" means an event that causes

delay by reason of an act of God, fire, windstorm, flood, explosion, collapse of structure or other casualty, epidemic, infectious disease, riot, war, terrorism, military power, labor disputes, failure of utility service, court order, inability to obtain materials, adverse weather that is unusual and unanticipated for the period of time, or an act of like nature that is beyond the reasonable control of such party.

(9) The City will not accept the Project until after inspection by the City and completion by the Developer of all punch list items for the project.

(10) Developer agrees to warrant to the City that all work in connection with the Project shall be performed in a good and workmanlike manner, strictly in accordance with the Plans, and as otherwise provided in this Agreement. The Developer shall warrant the Project for a period of one (1) year for defective material, construction or workmanship following acceptance by the City of that phase of the Project and shall provide a maintenance bond in the amount of fifty percent of the costs of each phase of the Project for such period. This warranty shall remain in full force and effect for a period of one (1) year from and after the date of the City's final acceptance of each phase of the Project. It is understood and agreed that, notwithstanding the acceptance of the Project by the City, the Developer remains fully responsible for the repair for defective material, construction or workmanship and maintenance in accordance with this Agreement of the Project as such relates to the Developer's warranty of the Project, as set forth above, for a period of one (1) year from the date of the City's acceptance of the Project (provided that the City shall perform any maintenance and repairs after the City's final acceptance of the Project and Developer shall reimburse for any such costs covered by the warranty).

(11) If the Developer shall neglect, fail or refuse to complete the construction of the Project within the time herein specified, subject to delays by reason of Force Majeure, or any proper extension granted by the City, or to maintain the Project until inspected and accepted for maintenance by the City as specified in Article II hereof, and such neglect, failure or refusal to substantially complete or maintain the Project as provided herein results in any safety issue to persons or property as reasonably identified by the City Engineer or his designee, the Developer agrees that the City may issue a stop work order for any work in progress under any issued building permit of the Project, and the Developer waives any and all causes of action it may have against the City arising from the City's stop work order. Additionally, and except for the negligence and/or willful misconduct by the City and the City's officers, agents, employees and Contractors, the Developer will defend, indemnify and hold the City harmless from any and all causes of action any third party may have against the City arising from the City's stop work order.

(12) All of Developer's books and other records related to the Project shall be available for inspection by the City.

V

BOND REQUIRED

The Developer agrees to execute a performance bond for one hundred twenty five percent (125%) of the cost of each phase of the Project to secure fulfillment of all the Developer's obligations under this Agreement. The bond will be in a form approved by the City. The bond must be executed by a corporate surety in accordance with Texas Government Code, Chapter 2253. The bond shall identify the City as Owner and Obligee and shall bind both the Developer and the Surety, their heirs, administrators, executors, successors and assignees, jointly and severally. The bonds shall expressly provide that the Developer shall faithfully render performance under this Agreement and shall remain in full force and effect until all requirements of the Agreement have been performed to the City's satisfaction. The Bond shall be provided to the City Engineer prior to the date this Agreement is approved by City Council.

**VI
INSURANCE**

Developer agrees to procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Developer and the Developer's employees performing work covered by this Agreement, and the City from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Developer's operations under this contract, whether such operations be by the Developer or by anyone directly or indirectly employed by the Developer. The minimum limits of liability and coverages shall be as follows:

a) **COMMERCIAL GENERAL LIABILITY**

Personal Injury or Death

\$1,000,000.00 for one person or occurrence

\$2,000,000.00 for two or more persons or occurrences

Property Damage

\$1,000,000.00 per occurrence

General Aggregate

\$1,000,000.00

b) **AUTOMOBILE LIABILITY**

Combined Single Limit

1,000,000.00 per accident

The insurance policies shall include an endorsement that the City is named as an additional insured to the full amount of the policy limits and that the City shall be notified at least thirty days in advance in the event the policy or policies are canceled and ten days in advance for non-payment of policy premiums. The endorsement shall contain substantially the following statement: "The insurance included within this policy shall not be cancelled or materially altered except after thirty (30) consecutive calendar days [ten (10) consecutive calendar days for non-payment of policy premiums] written notice by certified mail of intent to cancel or materially alter said insurance has been provided to the City of El Paso [additional insured]." Such insurance policy shall be issued by an insurance company duly authorized to do business in the State of Texas. The Developer shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

All certificates shall be provided to the City Engineer prior to the date this Agreement is approved by City Council. All certificates shall also include the name of the project in the corresponding insurance certificate.

**VII
INDEMNIFICATION**

EXCEPT FOR THE CITY, AND THE CITY'S OFFICERS, AGENTS, EMPLOYEES AND CONTRACTORS NEGLIGENCE AND WILLFUL MISCONDUCT, DEVELOPER OR ITS INSURER SHALL INDEMNIFY, DEFEND AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THE CONSTRUCTION, OWNERSHIP AND OPERATION OF THE PROJECT OTHER THAN THE ACTIONS OF THE CITY AND/OR ACTIVITIES OF THE CITY PURSUANT TO ARTICLE VIII HEREOF. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Developer every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Developer shall 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Developer may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages that is an indemnifiable obligation of the Developer under this Agreement. Developer shall pay all judgments in actions defended by Developer pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Developer, and premiums on any appeal bonds. The City, at its election shall have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Developer's property from any cause except arising out of its breach of the terms of this Agreement.

**VIII
OWNERSHIP AND RIGHT ACCESS**

Developer hereby acknowledges the rights of the City, its agents, contractors and subcontractors that upon thirty (30) days prior written notice to the developer to cure any breach under this Agreement, to enter upon and construct and install any equipment that may be required, pursuant to this Agreement to complete the Project. This right of access shall include the right to use or modify any Developer construction materials as deemed necessary by the City. Additionally, in the event that additional authorization is required, Developer agrees to promptly execute the required documents at the request of the City.

**IX
TERMINATION**

- (1) Termination for Convenience. This Agreement may be terminated by the City, upon thirty (30) days written notice for any reason.**
- (2) Termination upon Completion of the Project. This Agreement shall terminate upon completion of the following:**

- (a) The Project is completed and the City Engineer has accepted the Project for operation and maintenance by the City, and
- (b) The Developer provides the required maintenance bond under the one-year warranty provisions specified above.

(3) **Termination for Default.** In the event that Developer fails to complete the Project, and such failure continues for a period of 30 days after written notice is sent by the City, the City reserves the right to terminate this Agreement, secure completion through the performance bond, or complete the construction itself and assess the costs of completion not covered under the performance bond to the Developer for payment.

X

RELATIONSHIP OF THE PARTIES

Developer acknowledges that it is not an agent, servant, or employee of the City and is therefore, responsible for its own actions performed by itself, its agents or employees during the term of the Agreement.

XI

INCREASED COSTS

It is anticipated that additional costs could arise from change, site conditions or latent defects. However, Developer agrees that the Developer will be solely responsible for payment of all increased costs in the construction of the Project, regardless of the cause.

XII

NON-ASSIGN ABILITY

The parties hereto agree that the rights of the Developer and the City under this Agreement are not assignable and will survive the sale, rental, gift or devise of any property adjacent to the Project.

XII

NOTICE

All notices provided for herein shall be sufficient if sent by certified mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

CITY: The City of El Paso
Attn: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890

Copy to: The City of El Paso
Streets and Maintenance Department

Attn: Richard Bristol, Director,
P.O. Box 1890
El Paso, Texas 79950-1890

DEVELOPER: Marmaxx Operating Corporation
Attn: Jon Nelson, AVP, Director of Construction
770 Cochituate Road
Framingham, MA 01701

or such other addresses as the parties may designate to each other in writing from time to time.

XIV

LAW GOVERNING AGREEMENT

The laws of the State of Texas shall govern the validity, performance, interpretation and enforcement of this Agreement. Venue shall be in the courts of El Paso County, Texas.

XV

INTERPRETATION

The City and Developer agree that this Agreement has been freely negotiated by both parties and that in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement, or any of its terms or conditions, there shall be no inference, presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

XVI

SEVERABILITY

If any provision of this Agreement is prohibited by law or otherwise determined to be illegal, invalid or unenforceable in a court of competent jurisdiction, such provision shall not affect the validity of the remaining provisions of this Agreement; instead, the Agreement shall be construed as if it did not contain the illegal, invalid or unenforceable provision(s) and the rights and obligations of the parties shall be construed and enforced accordingly.

XVII

FUTURE MAINTENANCE WORK

The City shall be responsible for any maintenance or repairs of the improvements. The City's obligations for such repairs and work shall begin upon completion of each Phase of the Project as defined by the Agreement (provided Developer shall be responsible for any covered costs until expiration of Developer's warranty for each Phase). The City agrees that Developer is not responsible for the cost of any maintenance and repair of such work after expiration of Developer's warranty for the project.

**XVIII
ENTIRE AGREEMENT**

This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.

**XIX
AUTHORITY TO CONTRACT**

All persons that are signatories to this Agreement represent that they have authority to enter into this Agreement and bind their respective organizations thereto.

(Signatures begin on following page)

IN WITNESS THIS 23th DAY OF September, 2022.

CITY OF EL PASO)

Tracy Jerome for
Tomas Gonzalez,
City Manager

DEVELOPER:

Marmaxx Development Corp.

770 Cochituate Road

Framingham, MA 0 170 I

By: _____
Name: David L. Averill
Vice President

By: _____
Name: Alicia Kelly
Its: Secretary

APPROVED AS TO FORM:

Evy A. Solis
Evy A. Solis
City Attorney

APPROVED AS TO CONTENT:

Richard Bristol
Richard Bristol
Director Streets and Maintenance

(Acknowledgments begin on following page)
ACKNOWLEDGMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

Tracy Jerome for

This instrument was acknowledged before me on the 4 day of October, 2022,
by Tomas Gonzalez as City Manager of the City of El Paso.

My Commission Expires:

06-01-2026

Angel Rocha



IN WITNESS THIS 27th DAY OF September, 2022.

CITY OF EL PASO:

Tomas Gonzalez,
City Manager

DEVELOPER:

Mannax Operating Corp.

770 Cochituate Road

Framingham, MA 01701

By: _____
Name: David L. Averill
Vice President

By: _____
Name: Alicia Kelly
Its: Secretary

APPROVED AS TO FORM:

Evy A. Sotelo
City Attorney

APPROVED AS TO CONTENT:

Richard Bristol
Director Streets and Maintenance

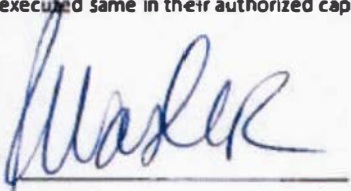
ACKNOWLEDGMENT

COMMONWEALTH OF MASSACHUSETTS)

) SS.

COUNTY OF MIDDLESEX)

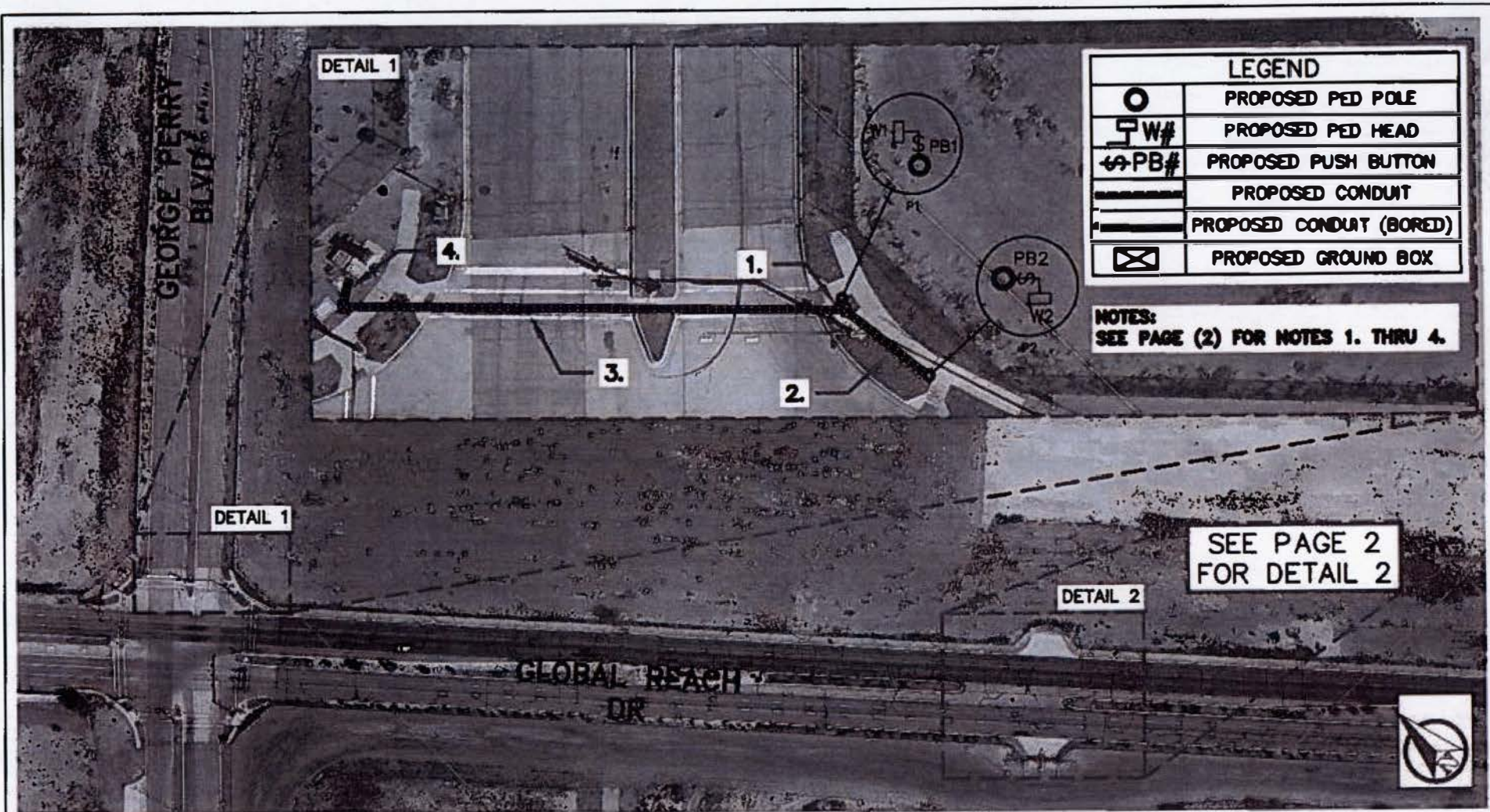
On this 20th day of September, 2022, before me, the undersigned notary public, personally appeared David L. Averill as Vice President and Alicia Kelly as Secretary, respectively, of Marmaxx Operating Corp. on behalf of the corporation, proved to me through satisfactory evidence of identification, which is personal knowledge of the identity of both, to be the people whose names are signed on the preceding document and who acknowledged that they signed it voluntarily and executed same in their authorized capacities for its stated purpose.



Notary Public

My Commission Expires:

6/24/27



LEGEND	
	PROPOSED PED POLE
	PROPOSED PED HEAD
	PROPOSED PUSH BUTTON
	PROPOSED CONDUIT
	PROPOSED CONDUIT (BORED)
	PROPOSED GROUND BOX

NOTES:
SEE PAGE (2) FOR NOTES 1. THRU 4.

SEE PAGE 2
FOR DETAIL 2



STREETS AND MAINTENANCE
CITY OF
[Signature]

TRAFFIC SIGNAL DESIGN - EX. A

LOCATION:
GEORGE PERRY BLVD & GLOBAL REACH DR.
EL PASO, TX. 79925

SERVICE REQUEST #:
SR-XXXXXX

ASSIGNED TO:
SIGN SHOP
SIGNAL SHOP
PAINTS AND P
OTHER

DATE:
08/03/22

PREPARED BY:
M. NEWTON RUIZ
REVIEWED BY:

SHEET:
1 OF 2

APPROVED BY: _____

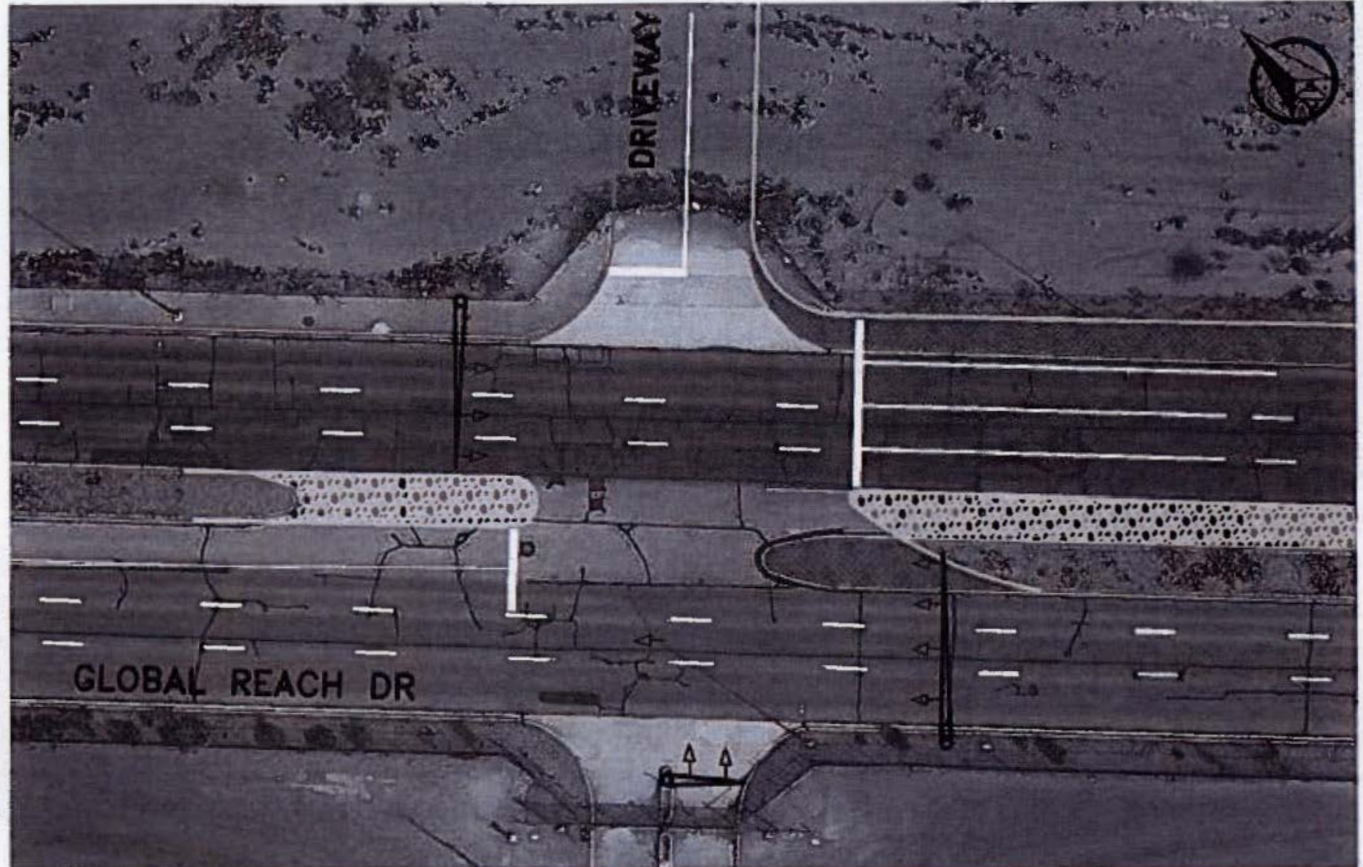
COMPLETED BY: _____
(DATE & SIGNATURE)



NOTES:

(REFER TO PAGE (1) FOR VISUALS)

1. THE LOCATIONS OF SIGNAL POLES, CONTROLLERS, CABINETS, GROUND BOXES ETC. SHOWN ON THESE PLANS ARE DIAGRAMMATIC ONLY AND MAY BE SHIFTED BY THE ENGINEER TO ACCOMMODATE LOCAL CONDITIONS. EXACT LOCATION OF SIGNAL EQUIPMENT SHALL BE APPROVED BY THE ENGINEER IN THE FIELD.
2. ALL VEHICLE AND PEDESTRIAN SIGNAL DISPLAYS SHALL BE L80 TYPE.
3. THE CONTRACTOR SHALL VERIFY WITH ALL UTILITY COMPANIES THE EXACT LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO ANY CONSTRUCTION OR DRILLING TO AVOID CONFLICT OR DAMAGE TO THE UTILITIES.
4. THE CITY OF EL PASO MAY CHOOSE TO ALLOW THE USE OF EXISTING CONDUIT AND GROUND BOXES FOR THE PROPOSED CONDUCTORS IN LIEU OF INSTALLING NEW. VERIFICATION WITH THE CITY WILL BE NEEDED.



LEGEND	
	ADDITION
	DEMOLISH
	EXISTING
	PROPOSED MAST ARM
	PROPOSED SIG HEAD



STREETS AND MAINTENANCE

CITY OF

El Paso

TRAFFIC SIGNAL DESIGN - EX. A

LOCATION:

GEORGE PERRY BLVD & GLOBAL REACH DR.
EL PASO, TX. 79925

SERVICE REQUEST #:
SR-XXXXXX

ASSIGNED TO:
SIGN SHOP
SIGNAL SHOP
PAINT SHOP
OTHER

DATE:
08/03/22

SHEET:
2 OF 2

PREPARED BY:
M. NEWTON RUZ

REVIEWED BY:

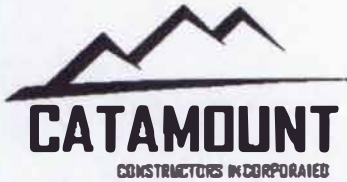
APPROVED BY: _____

COMPLETED BY: _____

(DATE & SIGNATURE)

SUBCONTRACTOR CHANGE ORDER REQUEST

Form must be submitted for all subcontractor change requests to be considered.



Project:	Tolway
Date:	4/18/2022
Contractor:	CSA Constructors
Contact Name:	Bobby Stallard

CHANGE ORDER BACKGROUND INFORMATION

Is Change Request a Drawing Revision? Yes Revision No. _____ Revision Date: _____

Drawing(s) Number: _____ Drawing Date: _____

If not a Drawing Revision - Select Reason: Other, Specify Below

If Other Selected, Specify Here: _____

Provide high-lighted drawings with this change request that clearly show the scope of the change request.

WORK DESCRIPTION (FULL DESCRIPTION REQUIRED)

Updated Pricing for the Signalization Work at the Global Reach intersection. The items highlighted in green reflect additional qty's as per the revised plan and the items highlighted in yellow are items that were added and not part of the original drawings.

MATERIAL COST BREAKDOWN

Line Item	Qty	Unit	Unit Price	Total
Tri-state Electric Cost	1	LS	\$ 232,089.26	\$ 232,089.26
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
			\$ -	\$ -
Sales Tax Rate: 0.00%	Sales Tax Total: \$ -		Material Subtotal	\$232,089.26
<i>Provide material quote back-up for each item above</i>			Material Total	\$232,089.26

LABOR COST BREAKDOWN

Work to be performed	Position	Hours	\$/hr	Subtotal	Labor Burden	Cost
				\$ -		\$ -
				Labor Total		\$0.00

EQUIPMENT COST BREAKDOWN

Line Item	Qty	Unit	Unit Price	Total
Sales Tax Rate: 9.00%	Sales Tax Total: \$ -		Equipment Subtotal	\$0.00
<i>Provide back-up quote for each item</i>			Equipment Total	\$0.00

Change Order Subtotal: \$232,089.26

Overhead & Profit (as allowed by Prime Contract) 10% \$ 23,208.93

CHANGE ORDER TOTAL \$255,298.19

Tollway Off Site Signalization - Breakdown

Item Code	Description	Unit	QTY	Labor	Equipment	Material	Total Material	Unit Cost	T Total
610-001	DRILL SHAFT (TRF SIG POLE) (30 IN)	LF	11.5	\$175.00	\$0.00	\$110.00	\$1,205.00	\$175.00	\$4,312.50
610-002	DRILL SHAFT (TRF SIG POLE) (26 IN)	LF	10.5	\$175.00	\$100.00	\$120.00	\$1,660.50	\$190.00	\$5,379.00
615-004	DRILL SHAFT (TRF SIG POLE) (48 IN)	LF	22	\$200.00	\$100.00	\$172.00	\$3,784.00	\$472.00	\$10,840.00
616-000	RELOCATE ROWW BOLLARDS FROM POLE (EPEC) (STEEL POLE W/FOUNDATION, 600W HPS)	EA	2	\$1,175.00	\$467.00	\$650.00	\$1,900.00	\$1,292.00	\$4,560.00
619-000	CONDT (PVC) (30" DIA) (3" BORE)	LF	825	\$9.00	\$10.00	\$9.00	\$7,335.00	\$29.00	\$22,820.00
619-000	CONDT (PVC) (30" DIA) (3" BORE)	LF	293	\$10.00	\$10.00	\$12.00	\$3,420.00	\$32.00	\$9,120.00
619-000	ELEC CONDUIT (NO. 6) (30" DIA)	LF	1600	\$1.00	\$0.00	\$1.25	\$3,735.00	\$9.23	\$1,395.00
619-000	GROUND BOX TY A (122311) W/APRON	EA	6	\$225.00	\$375.00	\$450.00	\$3,900.00	\$1,250.00	\$7,500.00
616-000	GROUND BOX TY C (143911) W/APRON	EA	1	\$225.00	\$375.00	\$450.00	\$3,900.00	\$1,400.00	\$1,600.00
616-010	ELEC HWY TY B (143911) W/APRON	EA	1	\$1,850.00	\$1,450.00	\$3,500.00	\$3,500.00	\$8,800.00	\$10,000.00
616-010	HWY SIG ROD IN SUP B (143911) W/APRON	EA	7	\$155.00	\$62.45	\$425.00	\$2,902.00	\$632.45	\$4,427.15
616-010	HWY SIG ROD IN SUP B (143911) W/APRON	EA	1	\$125.00	\$254.00	\$0.00	\$0.00	\$379.00	\$379.00
616-010	REMOVE 60W RD SN BOLLARDS	EA	1	\$175.00	\$325.00	\$0.00	\$0.00	\$500.00	\$500.00
616-010	INSTALL HWY SIG (SYSTEM)	EA	1	\$8,950.00	\$1,094.64	\$18,750.00	\$16,750.00	\$28,994.64	\$28,994.64
617-001	WHY SIG SEC (12") LED (GRN)	EA	4	\$155.00	\$75.00	\$197.00	\$1,142.00	\$427.00	\$2,562.00
617-002	WHY SIG SEC (12") LED (GRN ARN)	EA	3	\$155.00	\$75.00	\$100.00	\$504.00	\$386.00	\$1,194.00
617-003	WHY SIG SEC (12") LED (RED)	EA	4	\$155.00	\$75.00	\$85.66	\$391.96	\$395.66	\$1,779.96
617-004	WHY SIG SEC (12") LED (RED ARN)	EA	3	\$155.00	\$75.00	\$42.10	\$42.10	\$292.10	\$292.10
617-005	WHY SIG SEC (12") LED (WHT)	EA	6	\$155.00	\$75.00	\$69.34	\$416.04	\$299.34	\$1,798.04
617-006	WHY SIG SEC (12") LED (WHT ARN)	EA	1	\$155.00	\$75.00	\$154.12	\$154.12	\$344.12	\$344.12
617-007	LED SIG SEC (12") LED (WHT)	EA	2	\$225.00	\$64.00	\$925.00	\$950.00	\$610.00	\$1,228.00
617-008	BACK PLATE (1.2") X 1.5"	EA	2	\$125.00	\$0.00	\$125.00	\$25.00	\$25.00	\$50.00
617-009	BACK PLATE (1.2") X 1.5" C	EA	7	\$125.00	\$0.00	\$28.50	\$185.50	\$39.00	\$171.00
617-010	TRF SIG CBL (TY A) (12 AWG) (3 COND)	LF	41	\$0.45	\$0.00	\$1.25	\$51.25	\$1.69	\$68.00
617-011	TRF SIG CBL (TY A) (12 AWG) (3 COND)	LF	385	\$0.43	\$0.00	\$1.69	\$650.65	\$2.12	\$816.20
617-012	TRF SIG CBL (TY A) (12 AWG) (3 COND)	LF	529	\$0.43	\$0.00	\$1.69	\$897.35	\$2.28	\$1,192.44
617-013	TRF SIG CBL (TY A) (12 AWG) (3 COND)	LF	345	\$0.43	\$0.00	\$2.39	\$803.55	\$3.02	\$1,041.90
617-014	TRF SIG CBL (TY A) (12 AWG) (3 COND)	LF	815	\$0.43	\$0.00	\$3.09	\$1,162.35	\$4.12	\$1,297.80
617-015	WHY TRF SIG PL AM (S) 1 ARM (20")	EA	1	\$950.00	\$1,059.65	\$2,250.00	\$2,250.00	\$4,259.65	\$4,259.65
617-016	WHY TRF SIG PL AM (S) 1 ARM (48")	EA	1	\$1,950.00	\$2,200.00	\$3,062.00	\$3,062.00	\$17,412.00	\$17,412.00
617-017	WHY TRF SIG PL AM (S) 1 ARM (60")	EA	1	\$2,725.41	\$2,975.00	\$24,192.55	\$24,192.55	\$29,893.00	\$29,893.00
617-018	WHY TRF SIG PL AM (S) 1 ARM (84")	EA	2	\$950.00	\$0.00	\$1,499.00	\$2,998.00	\$2,125.00	\$4,250.00
617-019	WHY TRF SIG PL AM (S) 1 ARM (108")	EA	2	\$215.00	\$53.00	\$950.00	\$1,300.00	\$796.00	\$1,300.00
617-020	REMOVAL OF SIGNAL HEAD ASSEMBLY	EA	2	\$145.00	\$0.00	\$0.00	\$0.00	\$145.00	\$290.00
617-021	REMOVAL OF PEDESTAL PUSH BUTTONS	EA	2	\$235.00	\$0.00	\$0.00	\$0.00	\$235.00	\$470.00
617-022	VIVID PROCESSION SYSTEM	EA	3	\$1,700.00	\$787.00	\$6,350.00	\$19,050.00	\$6,837.00	\$26,511.00
617-023	VIVID CAMERA ASSEMBLY	EA	3	\$695.00	\$0.00	\$1,850.00	\$5,560.00	\$2,835.00	\$7,365.00
617-024	VIVID RTU / SYSTEM	EA	1	\$1,512.00	\$0.00	\$0.00	\$0.00	\$1,512.00	\$1,512.00
617-025	VIVID CONTROL PANEL FROM CABIN (FEDERAL)	LF	658	\$1.00	\$0.00	\$1.06	\$1,223.68	\$2.86	\$1,841.86

Totals: \$24,020.60 \$15,161.74 \$74,964.95 \$128,000.00 \$221,529.26
 Sales Tax \$10,560.00
 Grand Total \$232,089.26