



**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, JUNE 2, 2026 - 6:00 PM**

For city information visit www.seabrooktx.gov
For agendas visit www.seabrooktx.gov/agendas

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY, JUNE 2, 2026 AT 6:00 PM** IN THE PUBLIC WORKS TRAINING ROOM, 1100 RED BLUFF ROAD, SEABROOK, TEXAS, **TO DISCUSS, CONSIDER, AND IF APPROPRIATE, TAKE ACTION** WITH RESPECT TO THE ITEMS LISTED BELOW.

PLEDGE OF ALLEGIANCE

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

At this time we would like to listen to any member of the audience on any subject matter, whether or not that item is on the agenda. All comments are limited to a maximum of four minutes for each speaker, shall be limited to City business or City-related business or matters of general public interest, and shall not include any personal attacks or abusive language. Any disruptive or abusive behavior will result in the removal of the speaker from the Council chamber.

All public remarks shall be addressed to the Chair. Comments shall not be directed toward individual Councilmembers, City staff, or other members of the public.

In accordance with the Texas Open Meetings Act, members may not discuss or take action on any item that has not been posted on the agenda. When your name is called, please come to the podium and state your name and address clearly into the microphone before making your comments. Thank you.

REGISTER ONLINE TO SPEAK IN PERSON DURING PUBLIC COMMENTS:
www.seabrooktx.gov/publiccomment

1.1 Mayor, City Council and/or members of the City staff may make announcements about City/Community events. *City Council*

1.2 City Manager update and report to City Council on various items that require no action, including Seabrook Boards and Commissions, Transportation Projects, Capital Projects, and other city projects.

2. CONSENT AGENDA

2.1 Approve the minutes of the May 19, 2026 City Council Meeting.

2.2 Consider and take all appropriate action on a second reading of Ordinance 2026-

15, Revision to Personnel Policies, Chapter 8, Electronic Communications, and adding Section 7, "Generative Artificial Intelligence".

AN ORDINANCE OF THE CITY OF SEABROOK, TEXAS, AMENDING THE CITY OF SEABROOK "PERSONNEL POLICIES", CHAPTER 8 "EMPLOYEE COMMUNICATIONS", SECTION 7 "GENERATIVE ARTIFICIAL INTELLIGENCE (GENERATIVE AI)" BY ADDING THE SECTION AND MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

3. BID AWARDS

3.1 Consider and take all appropriate action on the bid award of RFP 2026-06-347 for the Pine Gully Pier Demolition and Construction Services (CIP P27) to SR Trident in an amount of \$ 2,045,671.26 with selection of Project Alternate 1 Piling selected and authorize the City Manager to execute the agreement and all associated documents.
Brian Craig, Director of Public Works | City Engineer

4. NEW BUSINESS

4.1 Consider and take all appropriate action on Resolution 2026-10 officially naming the new Fire Training Building the Andrew D. Castiglione Fire Training Building.
Jared Sessum, At-Large Position 2, Tom Tollett, At-Large Position 3

A RESOLUTION OF THE CITY OF SEABROOK, TEXAS, NAMING THE NEW SEABROOK FIRE TRAINING BUILDING IN HONOR OF ANDY D. CASTIGLIONE

4.2 Consider and take all appropriate action on a request by the Police Department to engage in a one-year trial period for a Drone as First Responder (DFR) program, a no-cost agreement with Brinc for a single aircraft DFR to evaluate its benefits to the City of Seabrook and authorize the City Manager to execute the agreement and associated documents. *Rolf Nelson, Police Chief*

4.3 Consider and take all appropriate action on the ratification of an incentive agreement for a Small Business Development Grant between Merlion Restaurant and Seabrook Economic Development Corporation for a maximum amount of \$26,900.00
Rick Guerrero, Director of Economic Development

4.4 Consider and take all appropriate action on the ratification of an incentive agreement for a New Construction & Development Grant between Neighborhood Tap and Seabrook Economic Development Corporation for a maximum amount of \$200,000.00 *Rick Guerrero, Director of Economic Development*

4.5 Consider and take all appropriate action on a Job Order Contract (JOC) with Corestone Construction in an amount of \$184,676.36 for CIP S-34, Rural Street Preventive Maintenance Project, through Choice Partners purchasing cooperative Contract # 25/03MR-16 and authorize the City Manager to execute the contract and all associated documents. *Brian Craig, Director of Public Works | City Engineer*

4.6 Consider and take all appropriate action on the authorization of a Tender Agreement with Continental Casualty Company for the Seabrook Volunteer Fire Station Addition and Renovation project and authorize the City Manager to execute

the agreement and all associated documents. *Gayle Cook, City Manager*

4.7 Consider and take all appropriate action to approve an American Institute of Architects (AIA) agreement with MCA Construction as the substitute contractor for the Seabrook Volunteer Fire Station Addition and Renovation project in an amount not to exceed of \$2,494,074.00 and authorize the City Manager to execute the agreement and all associated documents. *Gayle Cook, City Manager*

5. EXECUTIVE SESSION

5.1 Adjourn into a closed Executive Session per Texas Government Code Section:

551.071 Consultation with attorney regarding legal matters.

6. OPEN SESSION

Council will reconvene in Open Session to allow for possible action on any of the agenda items listed above under "Closed Executive Session".

7. ROUTINE BUSINESS

7.1 Establish future meeting dates and agenda items.

THE CITY COUNCIL RESERVES THE RIGHT TO HEAR ANY OF THE ABOVE DESCRIBED AGENDA ITEMS THAT QUALIFY FOR AN EXECUTIVE SESSION IN AN EXECUTIVE SESSION BY PUBLICLY ANNOUNCING THE APPLICABLE SECTION NUMBER OF THE OPEN MEETINGS ACT, (CHAPTER 551 OF THE TEXAS GOVERNMENT CODE) THAT JUSTIFIES EXECUTIVE SESSION TREATMENT.

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR OTHER ACCOMMODATIONS OR INTERPRETIVE SERVICES, MUST BE MADE, 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT (281) 291-5663 OR CITYSEC@SEABROOKTX.GOV FOR FURTHER INFORMATION.

I certify that this notice was posted on the bulletin board on or before Wednesday, May 27, 2026 no later than 6:00 p.m. and that this notice will remain posted until the meeting has ended.

Rachel Lewis, TRMC





SEABROOK CITY COUNCIL
REGULAR CITY COUNCIL MEETING

Mayor Jim Sweeney called the Seabrook Council Meeting to order at 6:00 p.m. in the Council Chambers in Seabrook City Hall. Present were City Councilmembers Jim Sweeney, Tom Tollett, Angela Cervantes, Summer Sanford, Melanie Deemer, and Guy Rodgers. Also in attendance were: City Manager Gayle Cook, City Secretary Rachel Lewis, and City Attorney David Olson. Pledges were conducted.

1. PRESENTATIONS

1.1 **Presentation to canvass the results of the 2026 Kids' Election declaring Biscuit as Seabrook's Favorite Pet.**

Mayor Sweeney recognized Biscuit as the winner of the 2026 Kids' Election and presented the certificate of election declaring her as Seabrook's Favorite Pet.

1.2 **Mayor Sweeney to issue a proclamation declaring the week of May 17th as Public Works Week in the City of Seabrook.**

Mayor Sweeney presented the proclamation and declared the week of May 17, 2026 as Public Works Week.

1.3 **Mayor Sweeney to issue a proclamation declaring the week of May 17th as Emergency Medical Services Week in the City of Seabrook.**

Mayor Sweeney presented the proclamation and declared the week of May 17, 2026 as Emergency Medical Services Week.

1.4 **Presentation of the Bi-Annual Report from Seabrook Economic Development Corporation.**

Paul Dunphey, Chair of the Economic Development Corporation, presented the update. The update included capital improvement projects, new and coming businesses, web and social media analytics, EDC sales tax, budget updates, and business incentives. He also went over the 2024-2026 EDC Strategic Plan.

1.5 **Presentation by VisitSeabrook on the Seabrook Fleet Week Drone Show and Event.**

Events & Tourism Coordinator Ami Blackwell presented the Fleet Week Drone Show report, including a post-event recap and the event objectives. She reviewed sponsorships, market and food vendors, and event activities. Ms. Blackwell reported that 250 drones featuring 12 designs were utilized during the show. She also outlined the event's advertising and promotional strategy, noting that related expenses came in 56% under budget. Media coverage of the event was reviewed as well. The total event budget was \$114,763, which was 7% under budget.

2. PUBLIC COMMENTS AND ANNOUNCEMENTS

Joe Machol Seabrook, Tx TOMA, contracts, farmer's market and audit

2.1 Mayor, City Council and/or members of the City staff may make announcements about City/Community events.

Councilmember Melanie Deemer presented the following events:

City Office Closure on May 25, 2026

Remembering Our Fallen on May 25, 2026

Hurricane season begins on June 1, 2026

Early Voting for Runoff Election Begins on June 1, 2026

Election Day for Runoff Election is on June 13, 2026

HOT Application

Councilmember Cervantes announced a ceremony for veterans at the cemetery on May 25, 2026

Councilmember Sanford announced information from her meeting attendance at BAHEP, Port Houston Economic Alliance and BAYTRAN.

2.2 City Manager update and report to City Council on various items that require no action, including Seabrook Boards and Commissions, Transportation Projects, Capital Projects, and other city projects.

City Manager Gayle Cook presented updates on the following:

Boards and Commissions updates from the Parks & Trails Committee and Seabrook Economic Development Corporation

Transportation project at SH 146 and Red Bluff

Harris County rail removal project

Capital improvement project updates including Pine Gully Pier, East Meyer, Lyman Street, and Old Wastewater Plant demolition,

Ribbon Cutting at the Fire Training Tower

North Meyer reconstruction and rural street preventative maintenance.

3. BID AWARDS

3.1 Consider and take all appropriate action on awarding RFP # 2026-04 City of Seabrook Urban Planning Services to Update the Zoning Ordinance Project to Freese and Nichols, Inc. with a base bid of \$248,600.00, making them the best value bidder for the project and authorizing the City Manager to execute the Professional Service Agreement.

Motion:	To Approve
Made By:	At-Large Position 2 Sessum
Seconded By:	At-Large Position 3 Tollett
Vote:	Passed unanimously by all present

4. CONSENT AGENDA

4.1 Approve the minutes of the May 5, 2026 Regular City Council Meeting.

4.2 Approve the minutes of the May 13, 2026 Special City Council Meeting.

4.3 Consider and take all appropriate action on an Agreement between the City of Seabrook EMS and SETRAC (Southeast Texas Regional Advisory Council) to

ensure Seabrook EMS can fully participate in SETRAC supported programs and benefit from expanded regional capabilities.

Motion: To Approve the Consent Agenda
Made By: At-Large Position 2 Sessum
Seconded By: At-Large Position 3 Tollett
Vote: **Passed** unanimously by all present

5. NEW BUSINESS

5.1 Consider and take appropriate action on Resolution No. 2026-08, a policy to publish public information requests on the City's website, including open records requests from the preceding two years, with monthly updates.

Councilmember Sessum left the meeting prior to consideration of this item.

Councilmember Sanford presented the resolution and outlined her rationale for the proposed policy, stating that it would improve the efficiency of handling future requests. She explained that taxpayer-funded costs associated with such requests include more than 50% of the request costs and 100% of related legal expenses. Councilmember Sanford further stated that the process would provide greater transparency to the public regarding the expenditure of their tax dollars.

Motion: To Approve
Made By: At-Large Position 6 Sanford
Seconded By: At-Large Position 3 Tollett
Vote: **Passed** with Councilmembers Sanford, Deemer, Sweeney, and Tollett voting in favor, and Councilmembers Rodgers and Cervantes voting opposed.

5.2 Consider and take all appropriate action on selecting a Mayor Pro Tem for 2026-2027.

Motion: To Postpone Until After Runoff Election
Made By: At-Large Position 6 Sanford
Seconded By: At-Large Position 3 Tollett
Vote: **Passed** unanimously by all present

5.3 Consideration and take all appropriate action regarding Resolution 2026-09 appointing a Capital Improvements Advisory Committee in accordance with Chapter 395 of the Texas Local Government Code to facilitate the evaluation and potential implementation of impact fees.

Deputy City Manager Sean Landis presented the Resolution.

Motion: To Approve
Made By: At-Large Position 6 Sanford

Seconded By: At-Large Position 4 Cervantes
Vote: **Passed** unanimously by all present

Council agreed to appoint Councilmembers Cervantes and Sessum to conduct board interviews.

5.4 Consider and take all appropriate action on a first reading of Ordinance 2026-15, Revision to Personnel Policies, Chapter 8, Electronic Communications, and adding Section 7, "Generative Artificial Intelligence".

Motion: To Approve
Made By: At-Large Position 3 Tollett
Seconded By: At-Large Position 4 Cervantes
Vote: **Passed** unanimously by all present

5.5 Consider and take all appropriate action on the approval of an Agreement with WaterSmart Software Inc. ("VertexOne ") for a five-year agreement in an amount not to exceed \$53,115.22 and authorize the City Manager to execute the agreement and associated documents.

Motion: To Approve
Made By: At-Large Position 3 Tollett
Seconded By: At-Large Position 1 Rodgers
Vote: **Passed** unanimously by all present

5.6 Consider and take all appropriate action on the approval of Task Order No. 4 for Professional Landscape Architecture Design Services under the Master Professional Services Agreement (PSA) between the City of Seabrook and Duplantis Design Group (DDG) for the Carothers Coastal Gardens East Tract at an amount not to exceed \$ 50,000.00 and authorize the City Manager to sign all associated documents.

Motion: To Approve
Made By: At-Large Position 6 Sanford
Seconded By: At-Large Position 3 Tollett
Vote: **Passed** unanimously by all present

5.7 Consider and take all appropriate action on a Job Order Contract (JOC) with Corestone Construction in an amount of \$184,676.36 for CIP S-34, Rural Street Preventive Maintenance Project, through Choice Partners purchasing cooperative Contract # 25/03MR-16 and authorize the City Manager to execute the contract and associated documents.

Mayor Sweeney announced that this item was pulled for consideration at a future meeting.

6. EXECUTIVE SESSION

6.1 Adjourn into a closed Executive Session per Texas Government Code Section:

551.071 Consultation with attorney regarding legal matters.

Mayor Sweeney adjourned into Executive Session at 7:29 pm.

Councilmember Sessum returned to the meeting during the Executive Session.

7. OPEN SESSION

Mayor Sweeney reconvened into Open Session at 7:33 pm stating no action was taken.

8. ROUTINE BUSINESS

8.1 Establish future meeting dates and agenda items.

City Secretary Rachel Lewis informed Council the next Regular Meeting was scheduled for June 2, 2026 and would take place at the Public Works Building on Red Bluff Road.

There being no further business, Mayor Sweeney adjourned the meeting at 7:34 pm.

APPROVED:

Jim Sweeney
Mayor

DATE:

ATTEST:

Rachel Lewis, TRMC
City Secretary



Agenda Briefing

Date of Meeting: June 2, 2026

Responsible Department: Information Technology

Presenter:

Briefing Prepared By: Jimmy Kinateder

Strategic Focus Area: CITY SERVICES

General Information:

Consider and take all appropriate action on a second reading of Ordinance 2026-15, Revision to Personnel Policies, Chapter 8, Electronic Communications, and adding Section 7, "Generative Artificial Intelligence".

Executive Summary / Background:

The City seeks to establish clear guidelines for employee use of generative artificial intelligence (AI) tools in the workplace. The policy ensures compliance with Texas public records laws, cybersecurity requirements, and ethical standards applicable to Texas local government. The policy provides a framework for safe use that supports operational efficiency without compromising the City's legal obligations or data security.

Funding / Fiscal Information:


N/A

Supporting Materials Attached:

1. Exhibit A-AI Policy
2. Ordinance No. 2026-15

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

	City of Seabrook – Personnel Policies and Procedures		
	GENERATIVE ARTIFICIAL INTELLIGENCE (GENERATIVE AI)		
	Revision:	Effective Date: After 2 nd reading and publication	Chapter 8 Section 7

PURPOSE


This policy establishes the appropriate and responsible utilization of Generative AI software with the City of Seabrook. This applies to all employees and other individuals using the city network and resources.

DEFINITIONS

- **City Data:** Data compiled or generated by City staff to support City operations.
- **Generative AI:** AI that creates content such as text, audio, or images in response to prompts.
- **Artificial Intelligence (AI):** Machines perform tasks that typically require human intelligence.
- **Personally Identifiable Information (PII):** PII refers to any information that can be used to identify an individual, either directly or indirectly. Common examples of PII include:
 - Full name
 - Social Security Number (SSN)
 - Date of birth (DOB)
 - Address (home/work)
 - Email addresses
 - Phone numbers
 - Driver’s license or passport numbers
 - Financial account details (credit cards, bank account numbers)
 - Medical records or health information
 - Device, network infrastructure or login credentials

GENERAL GUIDELINES

- **Public Information**
 - All information and products created by a Generative AI program and included in a City document should be considered to be a public document and may be subject to an open records request under the Public Information Act.
- **Privacy and Security**
 - Employees must maintain the confidentiality and security of City information, adhering to all relevant policies and procedures, contracts and legal obligations.
 - Employees shall never input confidential or protected information, including personally identifiable information (PII) related to employees or citizens.
 - Employees’ use of Generative AI should comply with all city policies and standards.
 - Generative AI responses are subject to biases or factual errors. Carefully review content for bias, harmful material and accuracy.

	City of Seabrook – Personnel Policies and Procedures		
	GENERATIVE ARTIFICIAL INTELLIGENCE (GENERATIVE AI)		
	Revision:	Effective Date: After 2 nd reading and publication	Chapter 8 Section 7

- Use of AI must not encourage or facilitate any unlawful activity, self-harm, violence, discrimination or infringe upon any individual’s rights as protected by law.
- Biometric data (e.g. fingerprints, iris scans or facial images) shall not be collected or used by AI tools unless explicit documented support is obtained.
- Only AI Systems explicitly approved by the City of Seabrook I.T. Department may be used.

- **Disclosure and Citation of Generative AI Use**

- When Generative AI is used to provide language for use in a document, the use will be disclosed and cited as a footnote, endnote, header or footer to the document.
- Citations for text generated content must include the following:
 - Name of Generative AI used (i.e. ChatGPT, Copilot, Google Bard, or other)
- Residents interacting with any City services shall be notified if the interaction involves an AI system, in accordance with Texas Responsible Artificial Intelligence Governance Act (TRAIGA).
 - Notifications must be in plain language and be prominently displayed and free of misleading design.


- **Approved Tools: City of Seabrook Approved AI Systems**

- Microsoft Copilot Chat (non-personal version)
- ChatGPT Enterprise Account
 - Must use City login
- Microsoft Teams AI features

For consideration of new systems, please contact the City I.T. Department. If determined by the I.T. Department to be appropriate for use by employees and consistent with this policy, new systems may be approved by the City Manager as an Approved AI System and incorporated as part of the Approved Tools in this policy.

- **AI Training Requirement (HB3512 Compliance)**

- Employees that use a computer, 25% or more, for their job duties, are required to complete annual training.
- The City shall document and verify employee training completion and submit required reports to the State of Texas to maintain compliance with HB3512.
- Employees who don’t complete the required training may be subject to disciplinary action and may impact the City’s funding eligibility.

	City of Seabrook – Personnel Policies and Procedures		
	GENERATIVE ARTIFICIAL INTELLIGENCE (GENERATIVE AI)		
	Revision:	Effective Date: After 2 nd reading and publication	Chapter 8 Section 7

VIOLATIONS

Violations of this policy may result in loss of City data or exposure of protected classes of data. Violations of this policy may result in Civil or Criminal charges and may also result in corrective action by the City. Violations of this policy may result in personnel reprimand, loss of access to network resources, or termination of employment.

RETENTION

Employees are responsible for maintaining their own retention requirements. The City's official retention period is seven (7) years. Information created, stored, or shared through AI resources, including meeting notetakers and similar applications, is subject to open records laws. At this time, IT cannot search or retrieve records from these AI tools for open records requests. Any employee choosing to use such tools is personally responsible for maintain and providing their own records in compliance with applicable retention laws and regulations.

**CITY OF SEABROOK
ORDINANCE NO. 2026-15**

**REVISION TO PERSONNEL POLICIES BY
AMENDING CHAPTER 8 “EMPLOYEE COMMUNICATIONS”, SECTION 5
“ELECTRONIC COMMUNICATIONS”**

AN ORDINANCE OF THE CITY OF SEABROOK, TEXAS, AMENDING THE CITY OF SEABROOK “PERSONNEL POLICIES”, CHAPTER 8 “EMPLOYEE COMMUNICATIONS”, SECTION 7 “GENERATIVE ARTIFICIAL INTELLIGENCE (GENERATIVE AI)” BY ADDING THE SECTION AND MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the City Manager is charged under Section 3.04 of the City Charter to be responsible to the City Council for the administration of all City affairs placed under his/her charge by Charter or Council, specifically including to direct and supervise the administration of all departments, offices and agencies of the City, except as otherwise provided by Charter or by law; and

WHEREAS, the City Charter, Section 4.06 “Personnel System” provides that the City Manager shall prepare personnel rules which may be adopted, with or without amendment by Ordinance of City Council; and

WHEREAS, the City of Seabrook “Personnel Policies” requires updates and amendments to the “Employee Communications Chapter by adding to it with a new “Generative Artificial Intelligence (Generative AI) Policy; and

WHEREAS, Generative AI Policy will establish guidelines and procedures for the appropriate use of generative artificial intelligence and is attached hereto as Exhibit “A”; and

WHEREAS, the City Council of the City of Seabrook, Texas deems it is in the public’s interest to accept the amendment proposed and adoption of the Personnel Policy with this revision.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS:

SECTION 1. FINDINGS.

The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are adopted by the City Council and made a part of this Ordinance hereof for all purposes.

SECTION 2. ADOPTION.

The “Personnel Policies” of the City of Seabrook, Chapter 8 “Employee Communications”, Section 8 “Generative Artificial Intelligence (Generative AI)” is hereby added; in said Chapter with provisions as specifically delineated in Exhibit “A”, attached hereto and incorporated by reference for all purposes; and

SECTION 3. SEVERABILITY.

In the event any clause phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part of provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Seabrook, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

SECTION 4. NOTICE

The City Secretary shall give notice of the enactment of this Ordinance by promptly publishing it or its descriptive caption and penalty after final passage in the official newspaper of the City; the Ordinance to take effect upon publication.

PASSED AND APPROVED on the first reading this 19th day of May, 2026.

PASSED, APPROVED and ADOPTED on the second reading this 2nd day of June, 2026.

BY: _____
Jim Sweeney
Mayor

ATTEST:

BY: _____
Rachel Lewis, TRMC
City Secretary

APPROVED AS TO FORM:

David W. Olson, City Attorney



Agenda Briefing

Date of Meeting: June 2, 2026

Responsible Department: City Manager's Office

Presenter: Brian Craig, Director of Public Works | City Engineer

Briefing Prepared By: Gayle Cook

Strategic Focus Area: QUALITY OF LIFE

General Information:

Consider and take all appropriate action on the bid award of RFP 2026-06-347 for the Pine Gully Pier Demolition and Construction Services (CIP P27) to SR Trident in an amount of \$ 2,045,671.26 with selection of Project Alternate 1 Piling selected and authorize the City Manager to execute the agreement and all associated documents.

Executive Summary / Background:

The City solicited bids for the Pine Gully Pier Reconstruction Project through Request for Proposals (RFP) No. 2026-06-347. The project was publicly advertised in accordance with state procurement requirements.

The proposed project includes reconstruction of the Pine Gully Pier facilities, including structural piling systems and decking materials intended to improve long-term durability, resiliency, and maintenance performance in the marine environment.

Bids were evaluated based on responsiveness to specifications, contractor qualifications, and overall project cost.

The original Base Bid included: fiberglass pilings

Following review of bid alternates and long-term operational considerations, staff recommends modifying the award using the following alternates:

Recommended Alternates

- Alternate No. 1: Replace fiberglass pilings with precast concrete pilings

These alternates are recommended due to improved durability, reduced long-term maintenance requirements, increased storm resiliency, and enhanced environmental performance.

Funding / Fiscal Information:

Funding is available based on the following sources in the table below. Currently, expenditures are budgeted across multiple funds. Finance will be consolidating the expenditures into one ledger account, 328-9280-60520. This change will be included in a future budget amendment.

Funding Source	Revenue Amount(s)	Current Budgeted Expense Line Item
FY 2025 General Fund Surplus (Transferred to Fund 28 - CIP with Ordinance 2025-27)	\$ 800,000.00	328-9280-60520
Port of Houston Fund	\$ 631,890.00	245-3450-60500
Fund 28 - CIP Fund	\$ 400,000.00	328-9280-60530
Harris County Partnership Grant	\$ 500,000.00	
Subtotal - Available Funding	\$ 2,331,890.00	
SR Trident Bid	\$ 2,045,671.26	
Excess Revenue - Bid vs Funding	\$ 286,218.74	

Supporting Materials Attached:

1. Engineering Recommendation Letter
2. Bid Review Summary

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

All requests must be submitted to the City Secretary's Office no later than 12:00 p.m. on the Monday, one week prior to the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.

All requests must be submitted to the City Secretary's Office no later than 12:00 p.m. on the Monday, one week prior to the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.



CELERITY ENGINEERING, Inc.®
Structural Engineering Consulting Service

May 21, 2026

Ms. Gayle Cook
City Manager
City of Seabrook
1700 First Street
Seabrook, Texas, 77586

RE: RFP 2026-06-347 Pine Gully Pier

Dear Ms. Cook:

Based on my involvement with the referenced project and review of the contractor's qualifications, experience, and demonstrated capabilities, I recommend that S.R. Trident be considered for the execution of the proposed work associated with the Pine Gully pier.

My recommendation is based on the contractor's experience with similar projects, familiarity with the required construction methods, equipment resources, and overall ability to perform the work in accordance with the project requirements and industry standards. I understand that S.R. Trident has successfully completed comparable projects of similar scope and complexity.

This recommendation is provided solely as a professional opinion based on the information available at this time. Final contractor selection, contract negotiations, construction means and methods, scheduling, safety compliance, quality control, and overall project execution remain the responsibility of the Owner and Contractor.

I recommend that the Owner independently verify licensing, insurance coverage, bonding capacity, references, and any other contractual or regulatory requirements prior to award of the work.

Should you have any questions or require additional information, please contact my office.

Kindest Regards,

Richard B. Ewer, P.E.
President



CELERITY ENGINEERING, Inc.®

Structural Engineering Consulting Service
TSBPE Firm 10968 / LA Firm EF6041 / OKSBE Firm 8445

SR Trident Construction

<i>Acknowledge Addenda 1-7</i>		Yes
<i>Bid Bond</i>		5%
<i>Substitutions</i>		No
<i>Exclusions</i>		No
<i>Objections</i>		No
<i>Total Project Base Bid</i>	\$	2,479,473.04
<i>Alternate 1 Cost (Precast Concrete Piling)</i>	\$	944,313.42
<i>Total Project Alt-1 Bid</i>	\$	3,423,786.46 <i>(As bid - no deduct)</i>
<i>Alternate 2 Cost (Helical Piling)</i>		no bid
<i>Total Project Alt-2 Bid</i>	\$	-
<i>Alternate 3 Cost (2x8 Timber Deck)</i>	\$	97,010.00
<i>Total Project Alt-3 Bid</i>	\$	2,576,483.04 <i>(As bid - no deduct)</i>
<i>Total Project Alt-1 + Alt-3 Bid</i>	\$	1,932,420.26
<i>Total Project Alt-2 + Alt-3 Bid</i>	\$	-

Orion Construction

<i>Acknowledge Addenda 1-7</i>		Yes
<i>Bid Bond</i>		5%
<i>Substitutions</i>		No
<i>Exclusions</i>		No
<i>Objections</i>		161 days (Base Bid)
<i>Total Project Base Bid</i>	\$	2,923,937.00 <i>(w/ Dredge Channel)</i>
	\$	2,789,737.00 <i>(w/o Dredge Channel, nav lights)</i>
<i>Alternate 1 Cost (Precast Concrete Piling)</i>	\$	500,158.00
<i>Total Project Alt-1 Bid</i>	\$	2,349,010.00 <i>(Project Duration 113 days)</i>
<i>Alternate 2 Cost (Helical Piling)</i>	\$	1,445,906.00
<i>Total Project Alt-2 Bid</i>	\$	3,297,158.00
<i>Alternate 3 Cost (2x8 Timber Deck)</i>	\$	55,590.00
<i>Total Project Alt-3 Bid</i>	\$	2,819,123.00
<i>Total Project Alt-1 + Alt-3 Bid</i>	\$	2,244,196.00
<i>Total Project Alt-2 + Alt-3 Bid</i>	\$	3,192,344.00



CELERITY ENGINEERING, Inc.®

Structural Engineering Consulting Service
TSBPE Firm 10968 / LA Firm EF6041 / OKSBE Firm 8445

SR Trident Construction

<i>Acknowledge Addenda 1-7</i>		Yes
<i>Bid Bond</i>		5%
<i>Substitutions</i>		No
<i>Exclusions</i>		No
<i>Objections</i>		No
<i>Total Project Base Bid</i>	\$	2,479,473.04 <i>(w/o Dredge Channel and nav lights)</i>
<i>Alternate 1 Cost (Precast Concrete Piling)</i>	\$	944,313.42
<i>Total Project Alt-1 Bid</i>	\$	2,045,671.26 <i>(Based on assumed deduction)</i>
<i>Alternate 2 Cost (Helical Piling)</i>		no bid
<i>Total Project Alt-2 Bid</i>	\$	-
<i>Alternate 3 Cost (2x8 Timber Deck)</i>	\$	97,010.00
<i>Total Project Alt-3 Bid</i>	\$	2,366,222.04 <i>(Based on assumed deduction)</i>
<i>Total Project Alt-1 + Alt-3 Bid</i>	\$	1,932,420.26
<i>Total Project Alt-2 + Alt-3 Bid</i>	\$	-

Orion Construction

<i>Acknowledge Addenda 1-7</i>		Yes
<i>Bid Bond</i>		5%
<i>Substitutions</i>		No
<i>Exclusions</i>		No
<i>Objections</i>		161 days (Base Bid)
<i>Total Project Base Bid</i>	\$	2,923,937.00 <i>(w/ Dredge Channel)</i>
	\$	2,789,737.00 <i>(w/o Dredge Channel, nav lights)</i>
<i>Alternate 1 Cost (Precast Concrete Piling)</i>	\$	500,158.00
<i>Total Project Alt-1 Bid</i>	\$	2,349,010.00 <i>(Project Duration 113 days)</i>
<i>Alternate 2 Cost (Helical Piling)</i>	\$	1,445,906.00
<i>Total Project Alt-2 Bid</i>	\$	3,297,158.00
<i>Alternate 3 Cost (2x8 Timber Deck)</i>	\$	55,590.00
<i>Total Project Alt-3 Bid</i>	\$	2,819,123.00
<i>Total Project Alt-1 + Alt-3 Bid</i>	\$	2,244,196.00
<i>Total Project Alt-2 + Alt-3 Bid</i>	\$	3,192,344.00



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Orion Construction

<u>No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Cost</u>
1	Performance and Payment Bonds	LS	1	\$ 32,000.00	\$ 32,000.00
2	Mobilization / Demobilization	LS	1	\$ 228,000.00	\$ 228,000.00

3	Demolition and Disposal	LS	1	\$ 84,000.00	\$ 84,000.00
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ADA Approach

4	Remove existing concrete sidewalk	LS	1	\$ 11,200.00	\$ 11,200.00
5	Excavate for new abutment	CY	12	\$ 205.00	\$ 2,460.00
6	Furnish and Install abutment piling	EA	5	\$ 8,000.00	\$ 40,000.00
7	Furnish and Install abutment cap	EA	1	\$ 10,000.00	\$ 10,000.00
8	Furnish and Install abutment bulkhead	LS	1	\$ 3,600.00	\$ 3,600.00
9	Furnish and Install filter fabric	LS	1	\$ 3,000.00	\$ 3,000.00
10	Backfill and compact excavation	CY	12	\$ 1,050.00	\$ 12,600.00
11	Construct new ADA approach	LS	1	\$ 8,100.00	\$ 8,100.00
12	Furnish and Install guardrails	LS	1	\$ 15,600.00	\$ 15,600.00

Base Bid Piling

13	Furnish 12HDx40' FRP piling	EA	52	\$ 4,150.00	\$ 215,800.00
14	Install 12HDx40' FRP piling	EA	52	\$ 3,900.00	\$ 202,800.00
15	Furnish 12HDx45' FRP piling	EA	102	\$ 4,600.00	\$ 469,200.00
16	Install 12HDx45' FRP piling	EA	102	\$ 3,700.00	\$ 377,400.00

Superstructure

17	Furnish 4"x12" beam	EA	154	\$ 155.00	\$ 23,870.00
18	Install 4"x12" beam	EA	154	\$ 915.00	\$ 140,910.00
19	Furnish 2x12 joists	EA	924	\$ 125.00	\$ 115,500.00
20	Install 2x12 joists	EA	924	\$ 183.00	\$ 169,092.00
21	Furnish 2x10 joists	EA	140	\$ 57.00	\$ 7,980.00
22	Install 2x10 joists	EA	140	\$ 219.00	\$ 30,660.00
23	Install Blocking	LS	1	\$ 30,700.00	\$ 30,700.00
24	Furnish and Install guardrail HD3B	EA	436	\$ 194.00	\$ 84,584.00
25	Furnish and Install guardrail	LF	2,191	\$ 81.00	\$ 177,471.00
26	Furnish Thru-Flow Decking	SF	10,900	\$ 17.75	\$ 193,475.00
27	Install Thru-Flow Decking	SF	10,900	\$ 9.15	\$ 99,735.00

28	Dredge Float Channel	LS	1	\$ 117,000.00	\$ 117,000.00
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29	Furnish and Install Solar Lights	EA	2	\$ 8,600.00	\$ 17,200.00
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Total Project Base Bid **\$ 2,923,937.00**

Alternate 1 Piling

<i>Deduct Base Bid Piling</i>		<i>LS</i>	<i>1</i>	<i>\$ 1,075,085.00</i>	<i>\$ 1,075,085.00</i>
<i>1</i>	<i>Furnish 12"x12"x40' precast piling</i>	<i>EA</i>	<i>52</i>	<i>\$ 1,038.00</i>	<i>\$ 53,976.00</i>
<i>2</i>	<i>Install 12"x12"x40' precast piling</i>	<i>EA</i>	<i>52</i>	<i>\$ 1,163.00</i>	<i>\$ 60,476.00</i>
<i>3</i>	<i>Furnish 12"x12"x45' precast piling</i>	<i>EA</i>	<i>102</i>	<i>\$ 1,167.00</i>	<i>\$ 119,034.00</i>
<i>4</i>	<i>Install 12"x12"x45' precast piling</i>	<i>EA</i>	<i>102</i>	<i>\$ 1,162.00</i>	<i>\$ 118,524.00</i>
<i>5</i>	<i>Furnish and Install L4x4 seat</i>	<i>EA</i>	<i>308</i>	<i>\$ 315.00</i>	<i>\$ 97,020.00</i>
<i>6</i>	<i>Furnish and Install beam adhesive anchors</i>	<i>EA</i>	<i>616</i>	<i>\$ 83.00</i>	<i>\$ 51,128.00</i>
Alternate 1 Cost					\$ 500,158.00
Total Project Alt-1 Bid					\$ 2,349,010.00

Alternate 2 Piling

<i>Deduct Base Bid Piling</i>		<i>LS</i>	<i>1</i>	<i>\$ 1,072,685.00</i>	<i>\$ 1,072,685.00</i>
<i>1</i>	<i>Furnish 12" dia.x40' helical piling</i>	<i>EA</i>	<i>52</i>	<i>\$ 6,155.00</i>	<i>\$ 320,060.00</i>
<i>2</i>	<i>Install 12" dia.x40' helical piling</i>	<i>EA</i>	<i>52</i>	<i>\$ 2,410.00</i>	<i>\$ 125,320.00</i>
<i>3</i>	<i>Furnish 12" dia.x45' helical piling</i>	<i>EA</i>	<i>102</i>	<i>\$ 6,155.00</i>	<i>\$ 627,810.00</i>
<i>4</i>	<i>Install 12" dia.x45' helical piling</i>	<i>EA</i>	<i>102</i>	<i>\$ 2,410.00</i>	<i>\$ 245,820.00</i>
<i>5</i>	<i>Furnish plate seat</i>	<i>EA</i>	<i>308</i>	<i>\$ 163.00</i>	<i>\$ 50,204.00</i>
<i>6</i>	<i>Field weld plate seat</i>	<i>EA</i>	<i>308</i>	<i>\$ 249.00</i>	<i>\$ 76,692.00</i>
Alternate 2 Cost					\$ 1,445,906.00
Total Project Alt-2 Bid					\$ 3,297,158.00

Alternate 3 Decking

<i>Deduct Base Bid Decking</i>		<i>LS</i>	<i>1</i>	<i>\$ 160,404.00</i>	<i>\$ 160,404.00</i>
<i>1</i>	<i>Furnish 2x8 Decking</i>	<i>SF</i>	<i>10,900</i>	<i>\$ 3.10</i>	<i>\$ 33,790.00</i>
<i>2</i>	<i>Install 2x8 Decking</i>	<i>SF</i>	<i>10,900</i>	<i>\$ 2.00</i>	<i>\$ 21,800.00</i>



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SR Trident Construction

<u>No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Cost</u>
1	Performance and Payment Bonds	LS	1	\$ 25,013.83	\$ 25,013.83
2	Mobilization / Demobilization	LS	1	\$ 146,991.91	\$ 146,991.91

3	Demolition and Disposal	LS	1	\$ 167,065.36	\$ 167,065.36
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ADA Approach

4	Remove existing concrete sidewalk	LS	1	\$ 5,123.67	\$ 5,123.67
5	Excavate for new abutment	CY	12	\$ 465.00	\$ 5,580.00
6	Furnish and Install abutment piling	EA	5	\$ 3,170.52	\$ 15,852.60
7	Furnish and Install abutment cap	EA	1	\$ 9,146.52	\$ 9,146.52
8	Furnish and Install abutment bulkhead	LS	1	\$ 4,977.97	\$ 4,977.97
9	Furnish and Install filter fabric	LS	1	\$ 4,540.88	\$ 4,540.88
10	Backfill and compact excavation	CY	12	\$ 803.38	\$ 9,640.56
11	Construct new ADA approach	LS	1	\$ 42,709.37	\$ 42,709.37
12	Furnish and Install guardrails	LS	1	\$ 20,858.91	\$ 20,858.91

Base Bid Piling

13	Furnish 12HDx40' FRP piling	EA	52	\$ 4,772.17	\$ 248,152.84
14	Install 12HDx40' FRP piling	EA	52	\$ 4,176.63	\$ 217,184.76
15	Furnish 12HDx45' FRP piling	EA	102	\$ 4,772.17	\$ 486,761.34
16	Install 12HDx45' FRP piling	EA	102	\$ 4,176.63	\$ 426,016.26

Superstructure

17	Furnish 4"x12" beam	EA	154	\$ 110.37	\$ 16,996.98
18	Install 4"x12" beam	EA	154	\$ 696.11	\$ 107,200.94
19	Furnish 2x12 joists	EA	924	\$ 59.74	\$ 55,199.76
20	Install 2x12 joists	EA	924	\$ 96.18	\$ 88,870.32
21	Furnish 2x10 joists	EA	140	\$ 47.85	\$ 6,699.00
22	Install 2x10 joists	EA	140	\$ 182.12	\$ 25,496.80
23	Install Blocking	LS	1	\$ 29,867.97	\$ 29,867.97
24	Furnish and Install guardrail HD3B	EA	436	\$ 59.00	\$ 25,724.00
25	Furnish and Install guardrail	LF	2,191	\$ 35.39	\$ 77,539.49
26	Furnish Thru-Flow Decking	SF	10,900	\$ 13.64	\$ 148,676.00
27	Install Thru-Flow Decking	SF	10,900	\$ 5.65	\$ 61,585.00

28	Dredge Float Channel	LS	1	\$ -	\$ -
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29	Furnish and Install Solar Lights	EA	2	\$ -	\$ -
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Total Project Base Bid **\$ 2,479,473.04**

Alternate 1 Piling

<i>Deduct Base Bid Piling</i>		<i>LS</i>	<i>1</i>	<i>\$ 1,378,115.20</i>	<i>\$ 1,378,115.20</i>
<i>1</i>	<i>Furnish 12"x12"x40' precast piling</i>	<i>EA</i>	<i>52</i>	<i>\$ 1,147.70</i>	<i>\$ 59,680.40</i>
<i>2</i>	<i>Install 12"x12"x40' precast piling</i>	<i>EA</i>	<i>52</i>	<i>\$ 4,176.63</i>	<i>\$ 217,184.76</i>
<i>3</i>	<i>Furnish 12"x12"x45' precast piling</i>	<i>EA</i>	<i>102</i>	<i>\$ 1,292.00</i>	<i>\$ 131,784.00</i>
<i>4</i>	<i>Install 12"x12"x45' precast piling</i>	<i>EA</i>	<i>102</i>	<i>\$ 4,176.63</i>	<i>\$ 426,016.26</i>
<i>5</i>	<i>Furnish and Install L4x4 seat</i>	<i>EA</i>	<i>308</i>	<i>\$ 185.00</i>	<i>\$ 56,980.00</i>
<i>6</i>	<i>Furnish and Install beam adhesive anchors</i>	<i>EA</i>	<i>616</i>	<i>\$ 85.50</i>	<i>\$ 52,668.00</i>
Alternate 1 Cost					\$ 944,313.42
Total Project Alt-1 Bid					\$ 2,045,671.26

Alternate 2 Piling

<i>Deduct Base Bid Piling</i>		<i>LS</i>	<i>1</i>	<i>\$ -</i>	<i>\$ -</i>
<i>1</i>	<i>Furnish 12" dia.x40' helical piling</i>	<i>EA</i>	<i>52</i>	<i>\$ -</i>	<i>\$ -</i>
<i>2</i>	<i>Install 12" dia.x40' helical piling</i>	<i>EA</i>	<i>52</i>	<i>\$ -</i>	<i>\$ -</i>
<i>3</i>	<i>Furnish 12" dia.x45' helical piling</i>	<i>EA</i>	<i>102</i>	<i>\$ -</i>	<i>\$ -</i>
<i>4</i>	<i>Install 12" dia.x45' helical piling</i>	<i>EA</i>	<i>102</i>	<i>\$ -</i>	<i>\$ -</i>
<i>5</i>	<i>Furnish plate seat</i>	<i>EA</i>	<i>308</i>	<i>\$ -</i>	<i>\$ -</i>
<i>6</i>	<i>Field weld plate seat</i>	<i>EA</i>	<i>308</i>	<i>\$ -</i>	<i>\$ -</i>
Alternate 2 Cost					\$ -
Total Project Alt-2 Bid					\$ -

Alternate 3 Decking

<i>Deduct Base Bid Decking</i>		<i>LS</i>	<i>1</i>	<i>\$ 210,261.00</i>	<i>\$ 210,261.00</i>
<i>1</i>	<i>Furnish 2x8 Decking</i>	<i>SF</i>	<i>10,900</i>	<i>\$ 4.05</i>	<i>\$ 44,145.00</i>
<i>2</i>	<i>Install 2x8 Decking</i>	<i>SF</i>	<i>10,900</i>	<i>\$ 4.85</i>	<i>\$ 52,865.00</i>



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Unit Cost Comparison

<u>No.</u>	<u>Item Description</u>	<u>Unit</u>	<u>Orion</u>	<u>SR Trident</u>	<u>Delta</u>
1	Performance and Payment Bonds	LS	\$ 32,000.00	\$ 25,013.83	\$ 6,986.17
2	Mobilization / Demobilization	LS	\$ 228,000.00	\$ 146,991.91	\$ 81,008.09

3	Demolition and Disposal	LS	\$ 84,000.00	\$ 167,065.36	\$ (83,065.36)
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ADA Approach

4	Remove existing concrete sidewalk	LS	\$ 11,200.00	\$ 5,123.67	\$ 6,076.33
5	Excavate for new abutment	CY	\$ 205.00	\$ 465.00	\$ (260.00)
6	Furnish and Install abutment piling	EA	\$ 8,000.00	\$ 3,170.52	\$ 4,829.48
7	Furnish and Install abutment cap	EA	\$ 10,000.00	\$ 9,146.52	\$ 853.48
8	Furnish and Install abutment bulkhead	LS	\$ 3,600.00	\$ 4,977.97	\$ (1,377.97)
9	Furnish and Install filter fabric	LS	\$ 3,000.00	\$ 4,540.88	\$ (1,540.88)
10	Backfill and compact excavation	CY	\$ 1,050.00	\$ 803.38	\$ 246.62
11	Construct new ADA approach	LS	\$ 8,100.00	\$ 42,709.37	\$ (34,609.37)
12	Furnish and Install guardrails	LS	\$ 15,600.00	\$ 20,858.91	\$ (5,258.91)

Base Bid Piling

13	Furnish 12HDx40' FRP piling	EA	\$ 4,150.00	\$ 4,772.17	\$ (622.17)
14	Install 12HDx40' FRP piling	EA	\$ 3,900.00	\$ 4,176.63	\$ (276.63)
15	Furnish 12HDx45' FRP piling	EA	\$ 4,600.00	\$ 4,772.17	\$ (172.17)
16	Install 12HDx45' FRP piling	EA	\$ 3,700.00	\$ 4,176.63	\$ (476.63)

Superstructure

17	Furnish 4"x12" beam	EA	\$ 155.00	\$ 110.37	\$ 44.63
18	Install 4"x12" beam	EA	\$ 915.00	\$ 696.11	\$ 218.89
19	Furnish 2x12 joists	EA	\$ 125.00	\$ 59.74	\$ 65.26
20	Install 2x12 joists	EA	\$ 183.00	\$ 96.18	\$ 86.82
21	Furnish 2x10 joists	EA	\$ 57.00	\$ 47.85	\$ 9.15
22	Install 2x10 joists	EA	\$ 219.00	\$ 182.12	\$ 36.88
23	Install Blocking	LS	\$ 30,700.00	\$ 29,867.97	\$ 832.03
24	Furnish and Install guardrail HD3B	EA	\$ 194.00	\$ 59.00	\$ 135.00
25	Furnish and Install guardrail	LF	\$ 81.00	\$ 35.39	\$ 45.61
26	Furnish Thru-Flow Decking	SF	\$ 17.75	\$ 13.64	\$ 4.11
27	Install Thru-Flow Decking	SF	\$ 9.15	\$ 5.65	\$ 3.50

28	Dredge Float Channel	LS	\$ 117,000.00	\$ -	\$ 117,000.00
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29	Furnish and Install Solar Lights	EA	\$ 8,600.00	\$ -	\$ 8,600.00
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Alternate 1 Piling

<i>Deduct Base Bid Piling</i>		<i>LS</i>		\$ 1,075,085.00	\$ -	\$ 1,075,085.00
1	<i>Furnish 12"x12"x40' precast piling</i>	<i>EA</i>		\$ 1,038.00	\$ 1,147.70	\$ (109.70)
2	<i>Install 12"x12"x40' precast piling</i>	<i>EA</i>		\$ 1,163.00	\$ 4,176.63	\$ (3,013.63)
3	<i>Furnish 12"x12"x45' precast piling</i>	<i>EA</i>		\$ 1,167.00	\$ 1,292.00	\$ (125.00)
4	<i>Install 12"x12"x45' precast piling</i>	<i>EA</i>		\$ 1,162.00	\$ 4,176.63	\$ (3,014.63)
5	<i>Furnish and Install L4x4 seat</i>	<i>EA</i>		\$ 315.00	\$ 185.00	\$ 130.00
6	<i>Furnish and Install beam adhesive anchors</i>	<i>EA</i>		\$ 83.00	\$ 85.50	\$ (2.50)

Alternate 2 Piling

<i>Deduct Base Bid Piling</i>		<i>LS</i>		\$ 1,072,685.00	\$ -	\$ 1,072,685.00
1	<i>Furnish 12" dia.x40' helical piling</i>	<i>EA</i>		\$ 6,155.00	\$ -	\$ 6,155.00
2	<i>Install 12" dia.x40' helical piling</i>	<i>EA</i>		\$ 2,410.00	\$ -	\$ 2,410.00
3	<i>Furnish 12" dia.x45' helical piling</i>	<i>EA</i>		\$ 6,155.00	\$ -	\$ 6,155.00
4	<i>Install 12" dia.x45' helical piling</i>	<i>EA</i>		\$ 2,410.00	\$ -	\$ 2,410.00
5	<i>Furnish plate seat</i>	<i>EA</i>		\$ 163.00	\$ -	\$ 163.00
6	<i>Field weld plate seat</i>	<i>EA</i>		\$ 249.00	\$ -	\$ 249.00

Alternate 3 Decking

<i>Deduct Base Bid Decking</i>		<i>LS</i>		\$ 160,404.00	\$ -	\$ 160,404.00
1	<i>Furnish 2x8 Decking</i>	<i>SF</i>		\$ 3.10	\$ 4.05	\$ (0.95)
2	<i>Install 2x8 Decking</i>	<i>SF</i>		\$ 2.00	\$ 4.85	\$ (2.85)

RESOLUTION 2026-10

A RESOLUTION OF THE CITY OF SEABROOK, TEXAS, NAMING THE NEW SEABROOK FIRE TRAINING BUILDING IN HONOR OF ANDY D. CASTIGLIONE

WHEREAS, Andy Castiglione has demonstrated exceptional dedication, leadership, and service to the Seabrook Volunteer Fire Department and the citizens of the City of Seabrook; and

WHEREAS, prior to his service with the Seabrook Volunteer Fire Department, Andy Castiglione proudly served his country in the United States Marine Corps, exemplifying the values of honor, courage, and commitment; and

WHEREAS, Andy Castiglione joined the ranks of the Seabrook Volunteer Fire Department in 2006 and has consistently devoted his time, knowledge, and leadership to the betterment of the Department and the community; and

WHEREAS, Andy Castiglione became an Assistant Fire Chief in 2014, where he assumed significant responsibility for the training and development of members of the Department, ensuring firefighters were prepared to serve and protect the citizens of Seabrook safely and effectively; and

WHEREAS, through his vision and commitment to excellence, Andy Castiglione identified an opportunity to enhance the training capabilities of the Seabrook Volunteer Fire Department; and

WHEREAS, Andy Castiglione conceived the idea, design, and implementation of the new Seabrook Fire Training Building, creating a facility specifically tailored to meet the current and future training needs of the Department; and

WHEREAS, the new Seabrook Fire Training Building will provide lasting benefits to the Seabrook Volunteer Fire Department and the City of Seabrook for many years to come by improving firefighter preparedness, safety, and emergency response capabilities; and

WHEREAS, the City Council desires to recognize Andy Castiglione's outstanding contributions, leadership, and lasting impact on the Seabrook Volunteer Fire Department and the community by naming the facility in his honor;

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

SECTION 1. The new Seabrook Fire Training Building shall hereby be officially named the **"Andy D. Castiglione Fire Training Building."**

SECTION 2. The City Council extends its sincere gratitude and appreciation to Andy Castiglione for his years of dedicated service, leadership, and vision in advancing the mission and capabilities of the Seabrook Volunteer Fire Department.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

Passed and Approved on this 2nd day of June, 2026.

CITY OF SEABROOK, TEXAS

Mayor

ATTEST:

City Secretary



Agenda Briefing

Date of Meeting: June 2, 2026

Responsible Department: Police Department

Presenter: Rolf Nelson, Police Chief

Briefing Prepared By: Rolf Nelson

Strategic Focus Area: Public Safety

General Information:

Consider and take all appropriate action on a request by the Police Department to engage in a one-year trial period for a Drone as First Responder (DFR) program, a no-cost agreement with Brinc for a single aircraft DFR to evaluate its benefits to the City of Seabrook and authorize the City Manager to execute the agreement and associated documents.

Executive Summary / Background:

Consider and take all appropriate action on request by the Police Department to engage in a one-year trial period for a Drone as First Responder (DFR) program.

This program will be conducted through a no-cost agreement with Brinc for a single drone DFR program to evaluate its benefits to the City of Seabrook.

At the conclusion of the initial year, the program will be evaluated to determine value to the City and, if appropriate, funds for subsequent years of service will be included in the FY2028 budget for consideration and action by City Council.

Funding / Fiscal Information:

No impact on budget or fund balance for current fiscal year.

Supporting Materials Attached:

1. DFR Presentation 06-02-26
2. BRINC DFR Agreement

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

All requests must be submitted to the City Secretary's Office no later than 12:00 p.m. on the Monday, one week prior to the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.



Seabrook Drone Enhancement



Current State

- Police Department has 3 Pilots who meet FAA Part 107 licensing requirements
 - 2 additional pilots are in training
- Police Department operates two patrol drones equipped with high-resolution zoom and infrared cameras
- Police Department maintains four training drones used for new pilot training only

Operational Overview

- Drones are operated within Visual Line Of Sight (VLOS) of the drone operator
 - To operate Beyond Visual Line Of Sight (BVLOS) requires an FAA waiver
- This operational model means the police officer must respond to the scene, deploy the drone, and maintain VLOS of the drone throughout the deployment
 - In the best scenario, this would be a 5+ minute process, and the drone operator would be restricted to a relatively small geographical area to maintain VLOS
- Ability to conduct drone operations under the current model requires the operator to be on-duty, available, and on-scene

Drone Enhancement Opportunity

- FAA changes in late 2025 make it easier for law enforcement agencies to deploy drones BVLOS
- These changes make it easier for law enforcement agencies to use Drones as First Responders also referred to as DFR programs
- DFR programs enable public safety professionals to remotely launch and control fully capable patrol drones in a matter of seconds
- More than 600 law enforcement agencies around the country successfully operate DFR programs and many more are developing such capabilities

Drone as First Responder Benefits

- Drones are always available and waiting to be launched in a matter of seconds from a secure location inside the city
- Drones are connected to the computer aided dispatch (CAD) system so the precise coordinates of the emergency are immediately available enabling the drone to respond directly to the exact location of the emergency
- Drones can arrive at any location in Seabrook in a minute or less
- Drones can provide critical situational awareness to responding public safety personnel, and in some cases eliminate the need for a response altogether
 - Especially useful for fires, traffic issues, crimes in progress, water emergencies, and more.
- Drones are capable of delivering lifesaving devices, including floatation devices, and Narcan just to name a couple

DFR Program Deliverables and Commitment

- DFR infrastructure, hardware, and software will be established at an appropriate location inside the City of Seabrook by the vendor
- Vendor will provide initial training for pilots and administrative staff as well as 24/7/365 technical support
- Vendor will create and submit an application for an FAA Waiver on our behalf to operate drones BVLOS
- Vendor will provide full service for an entire year at no cost to the City of Seabrook to assess value and effectiveness
- City of Seabrook may cancel the contract at any time during the first year for any reason and all equipment will be removed by vendor at their own expense

Questions?





SEABROOK POLICE DEPT

Seabrook_Takeoff_DFR

04/30/2026

04/30/2026

SEABROOK POLICE DEPT
P O BOX 98
SEABROOK, TX 77586

RE: Motorola Quote for Seabrook_Takeoff_DFR

Dear Chief Rolf Nelson,

We're excited to present the BRINC MSI Takeoff Program, built in partnership between BRINC and Motorola Solutions to give every public safety agency access to a reliable, cost-effective, and purpose-built air program. Too often, agencies are forced to choose between expensive aviation solutions or tools not designed for the realities of public safety work. The Takeoff Program changes that. Together with BRINC, we're making it simple for agencies to stand up Drone as First Responder (DFR) programs that:

- Fit within real budgets with the first year at no cost
- Rely on technology built for first responders, not adapted from consumer or inspection hardware
- Integrate directly into existing Motorola systems like Command Central Software, radios and ALPR
- Include full training and support so teams are mission-ready from day one

We believe every community deserves the benefits of a DFR program—safer officers, lower response times, and better outcomes for the public. The Takeoff Program helps make that possible for every agency ready to deploy an air program. We are confident that Motorola Solutions' ongoing commitment to safety, innovation, and mission-critical performance, combined with BRINC's cutting-edge drone technology, will deliver significant value to your operations.

This offer is subject to the attached Products Agreement and TAKEOFF Program Addendum, and expires 60 days from the date of this letter.

Please let us know when we can schedule time to review this proposal in more detail. Thank you for your leadership and commitment to serving your community. We're honored to support you.

Sincerely,

Phil Cook
Sr. Account Manager

Billing Address:
 SEABROOK POLICE DEPT
 P O BOX 98
 SEABROOK, TX 77586
 US

Shipping Address:
 SEABROOK POLICE DEPT
 1400 COOK
 SEABROOK, TX 77586
 US

Quote Date:04/30/2026
 Expiration Date:07/04/2026
 Quote Created By:
 Phil Cook
 Sr. Account Manager
 Phil.Cook@
 motorolasolutions.com
 303-829-6530

End Customer:
 SEABROOK POLICE DEPT
 Chief Rolf Nelson
 rnelson@seabrooktx.gov
 281-291-5610

Payment Terms:30 NET

Description	Item Number	Description	QTY	TERM	Sale Price	Ext. Sale Price
Year 1 Subscription	BRINC	Responder Station-Based DFR w/ Safeguard Lite Takeoff	1	4	\$0.00	\$0.00
Sub Total:						\$0.00
Year		Description				Annual Price
Year 2 Subscription	BRINC	Responder Station-Based DFR w/ Safeguard Lite Takeoff	1			\$59,999.00
Year 3 Subscription	BRINC	Responder Station-Based DFR w/ Safeguard Lite Takeoff	1			\$59,999.00
Year 4 Subscription	BRINC	Responder Station-Based DFR w/ Safeguard Lite Takeoff	1			\$59,999.00
Grand Total						\$179,997.00

Notes:
 Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature).
 Any tax the customer is subject to will be added to invoices.
 Motorola will invoice Customer annually in advance of each year of the Subscription Term following the no cost period.

Takeoff Program term structure:
 Year 1: No cost period includes right to exercise termination for convenience at any point within the first year.
 Year 2 - 4: Paid period starts at the beginning of the first Renewal Subscription Year.



TAKEOFF Program Addendum

This TAKEOFF Program Addendum (this “TOPA”) is entered into between Motorola and Customer, and shall be subject to, and governed by, the terms of the MCA, or other agreement between Motorola and Customer, as applicable, including any applicable addenda (the “Agreement”). Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the MCA and DA which may be found at: https://www.motorolasolutions.com/en_us/about/legal/us_terms.html.

If you are purchasing drone or unmanned aerial vehicle and related Products manufactured, supplied or otherwise provided by BRINC Drones, Inc. (“BRINC”, and such Products, the “BRINC Products”) as part of the TAKEOFF Program (from Motorola on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as “Customer” to this TOPA; (b) you have read and understand this TOPA; and (c) on behalf of the Customer that you represent, you agree to this TOPA. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this TOPA, please do not complete the purchase. The BRINC Products include Equipment (“BRINC Equipment”), and related Services and Licensed Software.

This TOPA governs Customer’s purchase of BRINC Products from Motorola under the TAKEOFF Program and shall form part of the Parties’ Agreement. This TOPA shall control with respect to conflicting terms in the Agreement or any other applicable Addendum (including, without limitation, the Drone Addendum agreed to between Customer and Motorola (the “DA”)), but only as applicable to the BRINC Products purchased under this TOPA and not with respect to other Products. For the avoidance of doubt, BRINC Products which are purchased under the Agreement (and, where applicable, the DA) which are not part of the TAKEOFF Program shall not be subject to this TOPA. Unless otherwise stated in this TOPA, the terms of the Agreement, including the DA apply.

1. THE FIRST YEAR OF THE SUBSCRIPTION. As set forth in the Proposal, Customer has agreed to a multi-year Subscription for BRINC Products (the “BRINC Subscription”). All references to the first twelve months of the BRINC Subscription (the “Initial Subscription Period”) and each renewal year (each a “Renewal Subscription Year”) in this TOPA shall refer to the BRINC Subscription. The Initial Subscription Period of the BRINC Subscription is subject to the following terms:
 - 1.1. Title. Title to the BRINC Equipment shall transfer to Customer at the commencement of the first Renewal Subscription Year. During the Initial Subscription Period the BRINC Equipment shall be the sole property of BRINC. Customer shall have no rights whatsoever in or to the BRINC Products other than the right to use the BRINC Products during the Initial Subscription Year. Customer shall have the benefit of the Support Program as set out in the Proposal, however Customer shall reimburse Motorola for the cost of any

necessary repairs or replacement of the BRINC Equipment for damage not covered by the Support Program.

2. CUSTOMER RESPONSIBILITIES

- 2.1. Customer Obligations. Customer shall fulfill the Customer Obligations as set out in the Proposal (“Customer Obligations”).
- 2.2. Feedback. Customer may provide Motorola internal reports and feedback to assist in improving the TAKEOFF Program. Motorola and BRINC may use such internal reports and feedback to develop or improve their Products and Services (including without limitation BRINC Products)
- 2.3. Reference. Motorola or BRINC may request that Customer act as a public reference or that Customer participate in a case study.
- 2.4. Exclusivity. During the Initial Subscription Period, Customer shall use Products from BRINC as its sole Drone as First Responder (“DFR”) provider for any Products covered by the TAKEOFF Program, and shall not, until the commencement of the first Renewal Subscription Period, deploy or purchase any autonomous docked drone platform or DFR product from a third party (“Competing Product”).
- 2.5. Compatibility. Customer is responsible for ensuring that any Customer-Provided Equipment and any alterations to the applicable network with which the BRINC Products are to be used are compatible with the BRINC Product.

3. EARLY TERMINATION

- 3.1. Customer Termination. Customer may terminate the BRINC Subscription without penalty by giving notice to Motorola up to 30 days prior to the commencement of the first Renewal Subscription Year.
- 3.2. Motorola Termination. During the Initial Subscription Year, Motorola may terminate the BRINC Subscription immediately by giving notice to Customer should:
 - 3.2.1. Customer fail to fulfill a Customer Obligation pursuant to Section 2.1; or
 - 3.2.2. Customer deploy or purchase a Competing Product.

4. ON TERMINATION On termination pursuant to Section 3, Motorola or its subcontractors (including BRINC or its subcontractors) shall remove the BRINC Equipment from Customer’s premises, and will deactivate (or cancel Customer’s access to) all related Software and SaaS Products (as defined in the Agreement) provided or made available by BRINC. Customer will cooperate with such removals and deactivations (including without limitation by allowing Motorola and its subcontractors (including BRINC and its

subcontractors) to access Customer facilities for such purpose. Motorola shall work with Customer to offload any Customer Data to Customer's system.

5. SURVIVAL The following sections of this TOPA survive termination of this Agreement:
Sections 1 and 4.

PRODUCTS AGREEMENT

This Products Agreement (this “**Agreement**”) is entered into between **Motorola Solutions Inc.**, (“**Seller**” or “**Motorola**”) and the entity set forth in section I(b) (“**Customer**”) as of the date last signed below (“**Effective Date**”). Seller and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

I. Seller and Customer Information

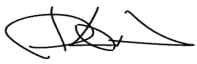
(a)	Seller	Motorola Solutions Inc.
(b)	Customer	Name: Seabrook Police Department Address: 1700 1 st St. Seabrook, TX 77586 Contact: Chief Rolf Nelson

II. Transaction Details

(a)	Proposal	Proposal No. <u>3614052</u> Date: <u>May 5, 2026</u> Motorola will provide Customer with the products and services set forth in the proposal dated above (the “ Proposal ”), a copy of which is attached hereto and incorporated herein.
(b)	Pricing	Pricing for products and services being purchased by Customer is set forth in the Proposal.
(c)	Term and Conditions	This proposal is contingent upon the terms and conditions of the Texas Department of Information DIR-CPO-5433, in addition to the Drone Addendums (collectively “the Agreement ”) or a negotiated version thereof. The City may accept this offer by executing and returning the signed MCA to Motorola.

III. Entire Agreement

This Agreement, including the Proposal and any terms and conditions referenced herein, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document, and the terms of this Agreement will take precedence.

<p>CUSTOMER:</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>MOTOROLA SOLUTIONS INC.</p> <p style="text-align: center;">  By: _____ </p> <p>Print Name: <u>David Redus</u></p> <p>Title: <u>Sr. Manager</u></p> <p>Date: <u>May 5, 2026</u></p>
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FEATURE DESCRIPTION - BRINC RESPONDER

RESPONDER

The world's first purpose-built 911 response drone, Responder is a powerful aerial tool made right here in the USA for public safety agencies.

40x Total Zoom

Provides detailed imagery even from a considerable distance, enhancing mission capabilities.

640 px Thermal Camera

Makes it easy to identify people or see fire through smoke and provides situational awareness even in low or no light conditions.

Mobile Communication Hub

Integrated loudspeaker (with siren function) and microphone allow communication for negotiations and emergency announcements.

Emergency Payload Dropper

Deploy AEDs, Narcan, EpiPens, PFDs and other lifesaving payloads.



IPX4 Water Resistant

Integrated 2-Way Comms
with Loudspeaker

Emergency Lights and Siren

Forward Obstacle Avoidance

Attachment Rail

Mesh Networking



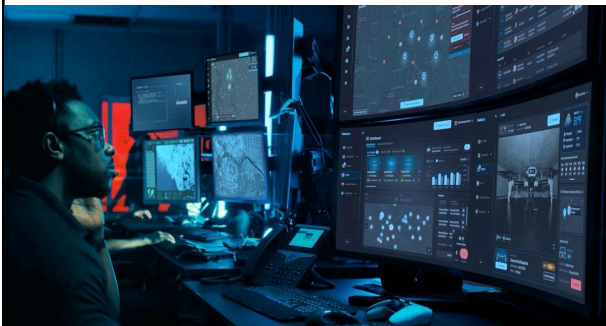
Solution Description - Drone as First Responder

How It Works

Utilizing strategically positioned drones operated by remote pilots, the BRINC DFR solution provides **advanced air support capabilities**.

These drones are designed to arrive on scene ahead of traditional patrol units, delivering real-time situational awareness and enhancing response effectiveness.

01
Call for service received.



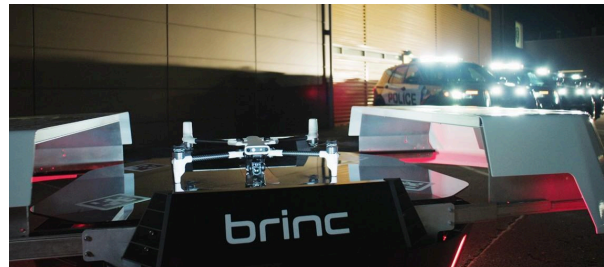
02
Drone automatically responds.



03
Drone provides live video feed with the capability for two way communication.



04
Drone autonomously returns to Station and lands.






Measures of Success

Agencies adopting **Drone as First Responder (DFR)** programs have seen significant improvements in response times, situational awareness, and resource efficiency. By deploying drones within seconds of an emergency call, agencies can assess incidents faster, reduce risks to first responders, and make data-driven decisions that enhance public safety.

- 70 seconds - average on scene availability
- 25% of calls resolved without dispatching officers
- 54% quicker human response times as drones clear non-priority calls
- More than 700 public safety agencies fly BRINC drones

With the BRINC Drone as First Responder solution public safety agencies will see an immediate impact

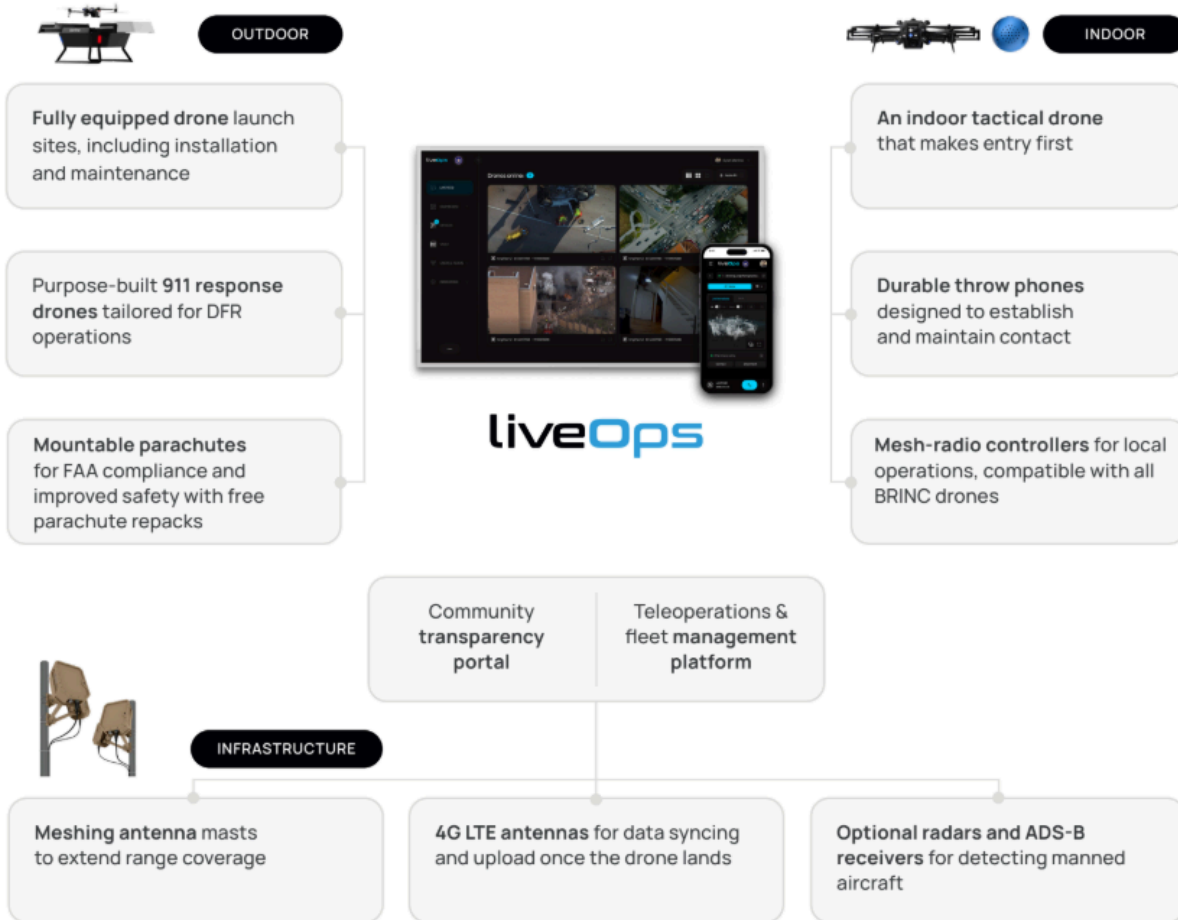
Increase Officer Safety	Reduce Use of Force	Deliver Lifesaving Payloads
		
<p>Get eyes and ears in dangerous situations without risking lives and before officers arrive</p>	<p>Create distance and slow down the speed of operations with technology</p>	<p>Make Narcan, AEDs, EpiPens and other equipment available anywhere in seconds</p>



DFR Solution Overview

BRINC builds drone solutions for public safety agencies that empower first responders with technology to safeguard their communities.

Integrated Software Solution



Hardware

Responder

The world's first purpose-built 911 response drone, Responder is a powerful aerial tool made right here in the USA for public safety agencies.

40x Total Zoom

Provides detailed imagery even from a considerable distance, enhancing mission capabilities.

640 px Thermal Camera

Makes it easy to identify people or see fire through smoke and provides situational awareness even in low or no light conditions.

Mobile Communication Hub

Integrated loudspeaker (with siren function) and microphone allow communication for negotiations and emergency announcements.

Emergency Payload Dropper

Deploy AEDs, Narcan, EpiPens, PFDs and other lifesaving payloads.



- IPX4 Water Resistant
- Integrated 2-Way Comms with Loudspeaker
- Emergency Lights and Siren
- Forward Obstacle Avoidance
- Attachment Rail
- Mesh Networking



Responder Station

The Responder Station launches, protects and recharges Responder drones.

Temperature Controlled

Optimizes battery charging and protects electronics.

Weather Resistant

Ensures reliable performance in challenging climates.

Simple Infrastructure

Resistant to erosion. Increases reliability.

25 Minutes

How long it takes to charge from 10% to 90%.



- < 5 Sec Deployment Time
- Large Vehicle Mountable
- Starlink / Solar Compatible
- Standard Power Input
- Weather Resistant
- Charge 10 to 90% in 25 Minutes
- Corrosion Resistant
- Integrated HVAC



DFR Infrastructure

BRINC provides additional infrastructure to make your DFR operations more reliable through redundancy and advanced BVLOS operations. We cover the installation and maintenance for all DFR infrastructure elements.

DFR Antenna Masts

Extend range coverage of our mesh networking system.

ADS-B Receivers

Detect manned aircraft.

Optional Radars

Another way to detect manned aircraft.

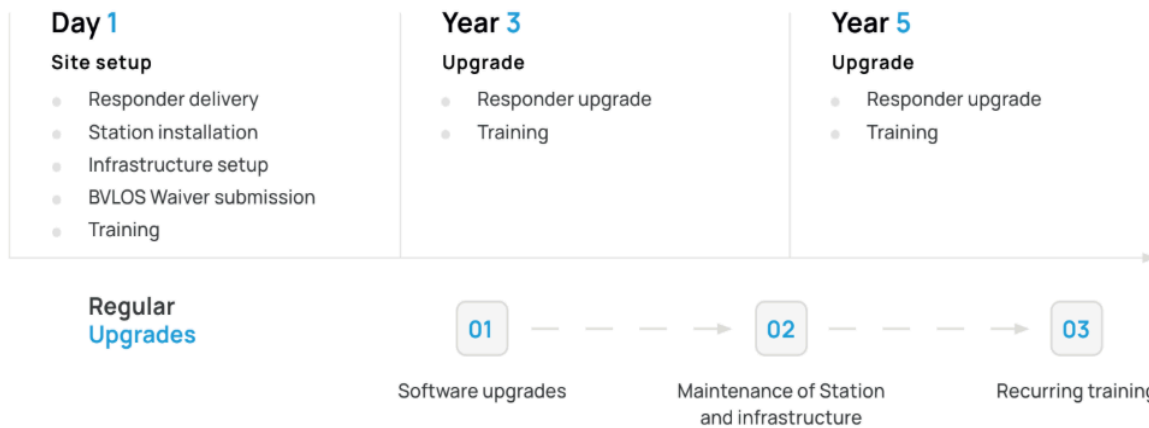


Services

DFR Safeguard Program

Unlimited Repair and Replace. You own the hardware. When upgraded, the Unlimited Repair and Replace warranty transfers to the latest hardware.

Set-up made easy



MISSION-CRITICAL. MISSION-RELIABLE. MISSION-READY.

Drone destroyed during a mission? With Unlimited Repair & Replace, first you get a loaner, then you get a new unit.

Safeguard ensures operational success

	Swaps Battery swap due to age or performance	Data Unlimited cellular data for your systems	Accessories & Training Unlimited payload mounts to deploy medical aid
	Prop swap due to age or performance	Unlimited storage on LiveOps	On-demand training



FEATURE DESCRIPTION - BRINC LEMUR 2

LEMUR 2

Designed to enter dangerous situations and keep people safe, Lemur 2 is the ultimate tool to gain intel, communicate, and de-escalate.

Day/Night/ Thermal Sensors

Gain situational awareness in the toughest conditions.

Glass Breaker

This attachment provides effective entry into structures and ventilation of buildings.

Integrated Loudspeaker & Microphone

Transforms the drone into a mobile communication hub for negotiators.

LiDAR Sensors

Produce real-time floor plans while the drone is in flight by streaming data directly to the controller.



360° Position Hold

Real-Time Floorplans

2-Way Comms

Live Transcriptions

Flood and Strobe Lights

Livestream Off-Site



STATEMENT OF WORK - BRINC DRONE AS A FIRST RESPONDER IMPLEMENTATION

Motorola is providing the BRINC solution, as set out below.

BRINC Drone as First Responder (DFR) Implementation

Term: This SOW is effective as of the Effective Date and will continue unless terminated earlier pursuant to the Agreement.

This Statement of Work ("SOW") is governed by the Agreement (the "Agreement") entered into between Motorola and Customer. All definitions not defined herein shall have the meaning set forth in the Agreement (including its addenda or riders). In the event of a direct conflict between this SOW and the Agreement, this SOW will control solely with respect to the services and deliverables described herein. Terms used but not defined in this SOW have the meanings set forth in the Agreement.

PURPOSE & SCOPE

This SOW defines the roles, responsibilities, deliverables, acceptance criteria, and project governance for the implementation of a Drone as First Responder (DFR) program powered by BRINC LiveOps software and BRINC UAS hardware. The objective is to deploy an operational DFR capability, including fixed launch sites, teleoperations (where applicable), training, and support.

DEFINITIONS

DFR: Drone as First Responder operational model, designed to enable rapid Unmanned Aircraft System (UAS) response to calls for service.

Go-Live: The date on which the Customer begins live operational use of the BRINC DFR solution.

CIQ: Customer Input Questionnaire used to capture configuration, networking, and deployment specifics.

DESCRIPTION OF SERVICES

Implementation Services

BRINC will perform the implementation tasks described herein to prepare the Customer's environment for full DFR functionality, including the following:

- DFR Solution Design & Configuration (subdomain creation, network configuration, geofencing, RF/EMF analysis).
- Hardware & Software Deployment (BRINC UAS, docking station if applicable, LiveOps SaaS activation).
- Training for System Administrators, Pilots in Command (PIC), and Teleoperators.
- Support (24x7x365).
- Project Documentation & Handover (CIQ, IP plans).

Warranty and Replacement Policy:

BRINC offers the Warranty and Replacement Policy for Equipment sold to Customer pursuant to the Agreement that is manufactured or supplied by BRINC (the "BRINC Equipment"), as set forth on Schedule A.



SYSTEM REQUIREMENTS

The Hosted Services are cloud-based and provided over the internet. Customer must provide all equipment and software necessary to connect to the Services, including:

- Dedicated bandwidth minimum of 30 Mbps upload and 30 Mbps download at each teleoperator and launch site location, with IT firewall profile configuration allowing required ports/IP ranges for BRINC internet traffic.
- DFR launch and related infrastructure sites provided and equipped as specified in Schedule C.
- Part 107 certified pilots (or equivalent regulatory authorization).
- Hardware required to support BRINC operations (ability to launch browser).

ROLES & RESPONSIBILITIES

BRINC Obligations.

Motorola will engage BRINC to provide:

- Project Management
 - Lead project planning, execution, reporting, and closure.
 - Coordinate technical clarification, CIQ completion, configuration, staging, deployment, and acceptance activities.
- Configuration Documentation
 - Provide BRINC configuration documents and coordinate with Customer IT on necessary settings.
- Support
 - Provide 24x7x365 support channels (Intercom, phone, email) through BRINC, as set forth on Schedule B.
- Limitations / Disclaimers
 - BRINC procures cloud hosting from third-party vendors and is not responsible for interruptions or breaches caused by such providers, subject to applicable law and the Agreement.
- Solution Design & Environment Prep
 - Create a unique subdomain/URL for Customer access.
 - Collaborate with Customer IT on firewall, port, and IP configuration for LiveOps.
 - Conduct RF/EMF analysis and launch area testing to validate flight operations, geofenced areas, and interference mitigation.
- Software Activation & Configuration
 - Enable BRINC Drone Software on the Customer's network, create Customer accounts, and provide admin access using Authorized User information.
 - Provision BRINC LiveOps SaaS, including admin portal access, telemetry, error/warning notifications, and PIC/teleoperator data capture.
- Hardware
 - Recommend proper hardware requirements and deployment architecture for the DFR program.
- Training
 - Deliver on-site and/or remote training for administrators, PICs, and teleoperators, covering BRINC hardware, LiveOps, geofencing, emergency override, and DFR best practices.
- Documentation
 - Deliver CIQ, IP plans, configuration documents, and final project close-out documentation.
- Out of Scope (unless separately contracted):
 - Management of on-site resources used during installation. This includes resources to add or build required infrastructure (pre-install) to accommodate base STATION placement or RF Infrastructure at strategic regional locations. This could include non-customer sites requiring an MOU driven by customer.



- Implementation/management of Customer's networking equipment, routing/switching, or third-party systems not listed herein.
- Configuration changes requested after CIQ sign-off (unless via approved change order).
- Ongoing operations beyond specified support, including remote operations, unless contracted as Managed Services.

Customer Obligations.

Customer will provide the following:

- Program Governance
 - Appoint a Project Manager to manage user access, retention periods, and public data visibility; act as primary point of contact.
- Regulatory Compliance
 - Obtain and maintain FAA waivers, CoAs, and other regulatory approvals required for DFR operations (Motorola Managed Services may assist as agreed).
 - Ensure Part 107 certified pilots and appropriate SOP/SRM/PPE are in place.
- Technical Readiness
 - Provide required infrastructure, bandwidth (≥30 Mbps up/down at teleoperator and launch sites), LTE fallback, firewall configurations, electrical, and other prerequisites.
- Deployment Requirements & Site Prep
 - Meet site preparation, power, environmental, mounting/security, airspace, maintenance access, and backup landing zone requirements as outlined in Schedule C.
- Accounts & Security
 - Provide Authorized User emails; maintain account/password security; promptly notify Motorola/BRINC of security issues.
- Operations & Data
 - Properly configure and use the services; secure, protect, and back up content; implement encryption and routine archiving as needed.

ASSUMPTIONS

The Services are provided under the following assumptions:

- Customer will meet all system requirements and maintain them during the term.
- Material scope changes post-CIQ require a change order (fees/timeframe adjustments may apply).
- DFR docking station and infrastructure (if included) will be installed only after Customer meets the prerequisites defined in Schedule C.

EXCLUSIONS.

Unless expressly stated, the following are excluded from the Services:

- Customer network hardware configuration and maintenance.
- Third-party platform licensing not listed herein.
- Long-term managed operations.
- Post-CIQ configuration changes without a change order.



TRAINING

BRINC will provide the following training:

- Flight Hardware Training: Manual RC flight basics, emergency override maneuvers, hardware limitations.
- BRINC Software Training: Admin overview, safety features, geofence editor usage, teleoperation basics.
- Operational Validation: Test flights within geofenced areas; validate launch/landing reliability.

ACCEPTANCE CRITERIA

The solution will be deemed accepted ("Final Acceptance") upon:

- Successful completion of agreed work packages and test flights demonstrating DFR functionality, as set forth on Schedule D.
- Delivery of all documentation (CIQ, IP plans, admin portal credentials, configuration docs).
- Go-Live commencement.
- Resolution (or documented plan) for any material issues blocking operational use.

SUPPORT & SLAS

BRINC provide the following support Services:

- Go-Live Support: 8 weeks post-implementation.
- Ongoing Support: 24x7x365 via Intercom, phone, and email; on-site support if issues cannot be resolved virtually.
- Data Handling: Data will not be intentionally deleted prior to termination; however, certain media (e.g., video/images >30 days) may be deleted per platform policy (adjust to your policy).
- Support Program set forth on Schedule B

SCHEDULE A – BRINC EQUIPMENT WARRANTY & REPLACEMENT POLICY

- **Hardware Warranty.** Motorola warrants that BRINC Equipment is free from defects in workmanship and materials for one year from the date of Customer's receipt. For BRINC Equipment purchased by Customer under the BRINC Support Program, Motorola warrants such BRINC Equipment is free from defects in workmanship and materials from the date of Customer's receipt for the duration of the BRINC Support Program term.
- **Disclaimers.** **Except as expressly provided herein, BRINC and Motorola provides all BRINC Equipment and BRINC Services "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Non-BRINC Materials are not covered by the limited hardware warranty described in Section 1 of this Schedule above and are only subject to the warranties of the third-party provider or manufacturer.**
- **Claims.** If BRINC or Motorola receives a valid warranty claim for BRINC Equipment during the limited hardware warranty term, BRINC's and Motorola's sole responsibility is to repair or replace such BRINC Equipment with the same or like BRINC Equipment, at BRINC's or Motorola's option, as applicable. A replacement BRINC Equipment will be new or like new. The limited hardware warranty of the replacement BRINC Equipment will be the longer of (a) the remaining limited hardware warranty term of the original BRINC Equipment or (b) 90-days from the date of repair or replacement.
- **Exclusions.** BRINC's limited hardware warranty excludes damage related to: (a) failure to follow BRINC Equipment use instructions, including those set forth in the applicable BRINC Equipment documentation; (b) BRINC Equipment used with equipment not manufactured or recommended by BRINC; (c) abuse, misuse, or intentional damage to the BRINC Equipment; (d) force majeure; (e) BRINC Equipment repaired or modified by persons other than BRINC, without BRINC's written permission; (f) BRINC Equipment with a defaced or



removed serial number; or (g) Customer's or its Authorized User's failure to complete training from BRINC on operating and flying the BRINC Equipment prior to Customer's or its Authorized User's use of the BRINC Equipment. BRINC's limited hardware warranty will be void if Customer resells BRINC Equipment.

- **Replacement BRINC Equipment.** BRINC or Motorola may permit Customer to exchange BRINC Equipment or a part thereof. In such events, subject to Section 4 of this Schedule, the replacement BRINC Equipment or part thereof will become Customer's property, and the replaced Equipment or part thereof will become Motorola's or BRINC's property, as applicable. Before delivering BRINC Equipment for any BRINC Services (including replacement services), Customer must download BRINC Equipment data and retain a copy. BRINC is not responsible for any loss of software, data, or other information contained in storage media or any part of the BRINC Equipment sent to BRINC for BRINC Services.
- **Spare BRINC Equipment.** At BRINC's or Motorola's reasonable discretion, as applicable, BRINC or Motorola may provide Customer a predetermined number of spare BRINC Equipment. Spare BRINC Equipment is intended to replace broken or non-functioning units while BRINC or Motorola repairs or replaces the broken or non-functioning units through the warranty return process. Title and risk of loss for all spare BRINC Equipment shall pass to Customer in accordance with the Agreement.

SCHEDULE B – BRINC SUPPORT PROGRAM

If the Customer purchases BRINC Support Program or a bundle including BRINC Support Program, this appendix applies.

- **BRINC Support Program.** The "BRINC Support Program" is an extended full-service warranty that starts on the Subscription commencement date and terminates as detailed in the Proposal. The extended warranty includes (i) unlimited repairs on BRINC Equipment and (ii) for any BRINC Equipment that cannot be repaired, up to 1 replacement per year for the Responder and Guardian Camera payload, and unlimited replacements for any other BRINC Equipment that BRINC is unable to repair between hardware Upgrades (as defined below). Customer is to return the destroyed device or provide reasonable documentation that the device was destroyed (i.e. pictures or video). The BRINC Support Program is available to agencies only upon completion of BRINC certified training on the associated product or service.
- **BRINC Support Program Upgrade.** If Customer has no outstanding payment obligations and purchased BRINC Support Program, BRINC will provide Customer a new BRINC Lemur, Responder or Guardian Drone, corresponding Stations and/or BRINC Ball as scheduled in the Proposal ("Upgrade"). If Customer purchased BRINC Support Program, BRINC will provide an upgrade that is the same or like BRINC Device, at BRINC's option. BRINC makes no guarantee the Upgrade will utilize the same accessories. Upgrades exclude new products that BRINC introduces and markets as distinct products or applications. New or additional BRINC products and applications, as well as any BRINC professional services are not included. Neither BRINC nor Motorola will offer any warranty for such BRINC Equipment that has been replaced with an Upgrade, and will have no liability for any damages relating to the use of such BRINC Equipment. BRINC and Motorola will not and have no obligation to provide Upgrades once the BRINC Support Program terminates for any reason.
- **Upgrade Delay.** BRINC may ship the Upgrades as scheduled in the Proposal without prior confirmation from Agency. BRINC may ship the final Upgrades as scheduled in the Proposal 60 days before the end of the Subscription Term without prior confirmation from Customer.
- **Upgrade Change.** If Customer wants a different BRINC Equipment model from the Upgrade offered by BRINC, Customer must pay the price difference between the MSRP for the desired BRINC Equipment and the MSRP for the Upgrade. If the model Customer desires has an MSRP less than the MSRP of the offered Upgrade, Motorola will not provide a refund. The MSRP is the MSRP in effect at the time of the Upgrade.
- **Firmware Updates.** BRINC will provide Updates to BRINC Equipment firmware for as long as a BRINC Equipment is part of an active Support Program. An "Update" can be either (i) a generally available release that BRINC makes available from time to time, or (ii) a new version of BRINC software and/or firmware that enhance features and functionality, as solely determined by BRINC.
- **Original BRINC Device.** Following receipt of an Upgrade, Customer will retain the original BRINC Devices, provided that: (i) Customer cannot resell, gift, or donate the BRINC Devices; (ii) Customer will not allow the



BRINC Devices to be used for personal use; (iii) Customer must retain direct custody and control of the BRINC Devices; and (iv) BRINC will offer no warranty for those BRINC Devices and will have no liability for any damages relating to the use of such BRINC Devices (as the warranty for such devices will have shifted to the Upgrade).

SCHEDULE C – CUSTOMER DEPLOYMENT REQUIREMENTS (DFR SITE & DOCK READINESS)

Site Preparation

- Base STATION Infrastructure: Safe accessibility; minimum surface area (16' x 16'), adequate load support (≥ 360 lbs), unobstructed view of the sky. Station placement must be possible via ground transport, crane, or walking access with standard door clearance. Power and network access as specified below.
- RF Site Infrastructure: Safe accessibility; minimum surface area for Non-Penetrating RF Pole (6' x 6'), or appropriate Penetrating RF Wall Mount (with mounting hardware preinstalled as directed by BRINC). Both RF options must have an unobstructed 360° view of the geographical flight area (i.e. RF array above all obstructions) and installed away from other high powered RF or cellular antennae. RF access must be possible via standard door clearance or roof hatch. Power and network access as specified below.

Power

- Continuous 110V/20A (outdoor rated plugs/protection), surge protection, battery backup where possible to ensure 100% uptime, proper grounding ($\leq 10\Omega$).

Network/Backhaul

- Dedicated hard-wired internet access with LTE or similar fallback preferred, properly configured firewall rules, outdoor IP-rated connectors and wiring.

Environmental & Physical Security

- Weatherproofing, secure mounting, controlled access.

Flight Safety & Airspace

- No-fly zones reviewed; documented RF/geofencing compliance; defined backup landing area.

Maintenance Access

- Routine access, maintenance plan for cleaning, battery management, firmware updates.

Documentation & Compliance

- Site layout, network diagrams, operational SOP, permits/insurance, logging/ticketing for incidents.

Backup Safe Landing Area

- Required: 16' diameter area, clear view of the sky with obstruction-free vertical corridor above, clearly marked, traffic restricted. Preferred: Same altitude as station.

SCHEDULE D – ACCEPTANCE TEST PLAN (ATP)

Functional Tests

- LiveOps connectivity, drone telemetry, flight log validation, geofence enforcement.

Operational Tests

- Launch/land cycles, teleoperation handoff (if applicable), emergency failsafe procedures.





Agenda Briefing

Date of Meeting: June 2, 2026

Responsible Department: Economic Development

Presenter: Rick Guerrero, Director of Economic Development

Briefing Prepared By:

Strategic Focus Area: ECONOMIC DEVELOPMENT

General Information:

Consider and take all appropriate action on the ratification of an incentive agreement for a Small Business Development Grant between Merlion Restaurant and Seabrook Economic Development Corporation for a maximum amount of \$26,900.00

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached:

1. Merlion_Performance_Agreement-Executed

Prior Action / Review by Council, Boards, Commissions:

Economic Development Corporation - April 9, 2026 - Presentation by Merlion Restaurant and approval of action for an incentive in an amount of \$ 26,900.00
Economic Development Corporation - May 14, 2026 - Approval of Incentive Agreement between EDC and Merlion Restaurant in an amount of \$ 26,900.00

Staff Recommendation:

**SEABROOK ECONOMIC DEVELOPMENT CORPORATION
PERFORMANCE AGREEMENT**

STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

This Performance Agreement (the "Agreement") is made and entered into by and between Merlion Restaurant, a Texas Corporation, duly authorized to transact business in Texas ("Merlion") and the Seabrook Economic Development Corporation, a Type B Development Corporation organized under the Texas Development Corporation Act and the Texas Non-Profit Corporation Act ("SEDC"), pursuant to the authority of Chapters 501, 502 and 505 of the Texas Local Government Code, and shall be effective when duly executed by signature of the authorized representatives of both Merlion and the SEDC (the "Effective Date").

Recitals

WHEREAS, the SEDC has established programs in accordance with Chapters 501 and 505 of the Texas Local Government Code to promote local economic development and stimulate business and commercial activity within the City of Seabrook (the "City"), and when such programs involve a direct incentive to a company, Section 501.158 of the Texas Local Government Code requires the SEDC to memorialize such incentive in a performance agreement with such company (a "Performance Agreement"); and

WHEREAS, the SEDC finds that this Agreement promotes economic development in the City and that this Agreement is a Performance Agreement, providing for the SEDC's provision of a direct incentive to Merlion; and

WHEREAS, to ensure that the direct incentive of the SEDC provided under this Agreement is utilized in a manner consistent with Chapters 501 and 505 of the Texas Local Government Code, Merlion has agreed to comply with certain conditions for receiving the SEDC's direct incentive, as provided herein; and

WHEREAS, Merlion is an existing restaurant located at 1205 Main Street (the "Property"), with the Property being more particularly depicted and described in the attached **Exhibit A**; and

WHEREAS, the SEDC's direct incentive is intended to enable Merlion to develop, construct, and open a ground level bar of at least 1,500 square feet, more particularly described in the Site Plan attached to this Agreement as **Exhibit B** and hereinafter called the "Bar"; and

WHEREAS, Merlion has represented that the value of the proposed Bar improvements is reasonably estimated to be at least \$62,198.00; and

WHEREAS, Merlion has further represented that the total number of new jobs that will be created at the restaurant with the new Bar improvements will be either 1 full-time and 2 part-time employees or 3 part-time employees; and

WHEREAS, the SEDC has agreed to provide a direct economic incentive not to exceed \$26,900 based on these representations; and

WHEREAS, the SEDC has current funds on hand in the full amount of the proposed economic incentive;

NOW THEREFORE, in view of the above and foregoing, and in consideration of the mutual agreements herein contained, Merlion and SEDC (collectively called the "Parties") hereby agree as follows:

Terms

The facts and matters set forth in the Recitals of this Agreement are hereby found to be true and correct, and are adopted and made a part of this Agreement.

In consideration for the mutual promises and covenants given and the mutual benefits received, which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that the term of this Agreement for purposes of performance by Merlion shall be one (1) year from the date of execution of this Agreement; provided, however, the representations and obligations made by Merlion in this Agreement shall survive the expiration of the one (1) year term of this Agreement and extend for period not to exceed five (5) years from the date of execution of this Agreement.

2. Merlion agrees that it will:

- a. Develop, and invest the sum of at least \$62,198 in new Bar located on the Property, and
- b. Prepare plans and apply for all building permits and inspections required by the City's Code of Ordinances, including but not limited to Chapter 38 - Floods, as well as other applicable State and Federal requirements for construction of the Bar, and
- c. Receive a Certificate of Occupancy for the Bar, including all other necessary and required permits or licenses, as well as proof of compliance with Chapter 38- Floods of the City's Code of Ordinances, and all applicable State and/or Federal regulations (including FEMA requirements), necessary and required for the opening of the Bar area at the Merlion Restaurant.
- d. Maintain either **1 full-time and 2 part-time** or **3 part-time new employment positions** at Merlion Restaurant. For purposes of this Subsection, a **full-time**

employment position shall mean and include a job requiring a minimum of one thousand five hundred sixty (1,820) hours of work averaged over a twelve (12) month period, with such hours also to include any vacation and sick leave, with full benefits.

- e The SEDC reserves the right to request and review payroll information to substantiate compliance with Subsection d. above. All SEDC requested payroll information shall be delivered to the SEDC within ten (10) days from the date of any request for such information.

3. The City agrees that it will:

- a. Pay a direct economic incentive to Merlion of \$26,900 (the "Incentive") upon issuance of a Certificate of Occupancy, as well as any other required permit or license, and proof of compliance with all applicable State and/or Federal regulations (including FEMA requirements), necessary and required for the opening of the Bar area at the Merlion Restaurant.

4. Default, Termination and Reimbursement:

- a. This Agreement may be terminated by the SEDC if Merlion refuses, fails or neglects to substantially comply with any of the terms of this Agreement or, if any representation made by Merlion is false or misleading in any material aspect. Termination of this Agreement shall be automatic if any such default is not cured within sixty (60) days after written notice by the City to Merlion.
- b. If the SEDC terminates this Agreement as a result of default by Merlion, as set out in Paragraph 4a. above, the Incentive shall be reimbursed to the SEDC within sixty (60) days from the date of Termination in accordance with the following schedule:

Default during Year 1: Reimburse 100% of Incentive = \$26,900
Default during Year 2: Reimburse 80% of Incentive = \$21,520
Default during Year 3: Reimburse 60% of Incentive = \$16,140
Default during Year 4: Reimburse 40% of Incentive = \$10,760
Default during Year 5: Reimburse 20% of Incentive = \$ 5,380

4. Miscellaneous

- a. Assignment. Merlion may not assign this Agreement without the SEDC's written consent. Any assignee must provide written acknowledgment to the SEDC of this Agreement and its terms and conditions. The SEDC may only assign this Agreement with Merlion express written consent.
- b. Authorization. The Incentive agreed to by the SEDC and described in this Agreement shall be authorized as a project, upon passage of 60 days after notice of

publication of the project, absent petition filed with City Council, and upon adoption by City Council of the City by resolution as required by law, as permitted pursuant to the Texas Local Government Code Chapters 501 and 505.

- c. Notice. Any notice required under the provisions of this Agreement shall be in writing and delivered in person, by fax or deposited in the United States Mail, registered or certified, return receipt requested. Any such notice must be addressed to the SEDC or to Merlion, at the following addresses. Any notice shall be deemed received three days after the date of deposit in the United States Mail unless proof is offered to the contrary. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

Merlion: Merlion Restaurant
Attn: Juan Villanuev
1205 Main Street
Seabrook, Texas 77586

SEDC: Seabrook Economic Development Corp.
Attn: Economic Development Director
1700 First Street
Seabrook, TX 77586

Either party may designate a different address by giving the other Party written notice.


- d. Binding Agreement. This Agreement has been duly executed and delivered by both Parties and constitutes a legal, valid and binding obligation of the Parties. Each person executing this Agreement on behalf of each Party represents and warrants that they have full right and authority to enter into this Agreement.
- e. Amendment. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the Parties hereto.
- f. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The State of Texas shall have jurisdiction over this Agreement and the parties hereto, and venue of any legal action filed by either the SEDC or Merlion, shall exclusively be in Harris County, Texas.
- g. Severability. In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

SEABROOK ECONOMIC DEVELOPMENT CORPORATION



BY: Paul Dunphey,
Board President

DATE: 5/14, 2026

ATTEST:


Ranya Botros,
Board Secretary

MERLION RESTAURANT:


BY: Juan Villanueva,
Owner

DATE: 5-26, 2026

Exhibit A

The Property

Exhibit B

Bar Site Plan

Title	Performance Agreement
File name	Merlion_Performance_Agreement_signed.pdf
Document ID	a4b6ce331e3483dfdda552c219c9007279ec9a57
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

05 / 19 / 2026
21:15:26 UTC

Sent for signature to Juan Villanueva (villanuevabunch5@verizon.net) from rguerrero@seabrooktx.gov
IP: 165.254.153.10



VIEWED

05 / 19 / 2026
23:42:55 UTC

Viewed by Juan Villanueva (villanuevabunch5@verizon.net)
IP: 98.199.1.53



SIGNED

05 / 26 / 2026
18:25:19 UTC

Signed by Juan Villanueva (villanuevabunch5@verizon.net)
IP: 98.199.1.53



COMPLETED

05 / 26 / 2026
18:25:19 UTC

The document has been completed.



Agenda Briefing

Date of Meeting: June 2, 2026

Responsible Department: Economic Development

Presenter: Rick Guerrero, Director of Economic Development

Briefing Prepared By:

Strategic Focus Area: ECONOMIC DEVELOPMENT

General Information:

Consider and take all appropriate action on the ratification of an incentive agreement for a New Construction & Development Grant between Neighborhood Tap and Seabrook Economic Development Corporation for a maximum amount of \$200,000.00

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached:

1. Neighborhood Tap_Performance_Agreement-Executed

Prior Action / Review by Council, Boards, Commissions:

Economic Development Corporation - April 9, 2026 - Presentation to Economic Development Corporation seeking \$ 550,000.00 in an incentive application. Approval of an amount of \$200,000.00 was authorized.

Economic Development Corporation - May 14, 2026 - Approval of an incentive agreement with Neighborhood Tap in an amount of \$ 200,000.00

Staff Recommendation:

WHEREAS, Neighborhood Tap has represented that the value of the proposed Restaurant improvements is reasonably estimated to be at least \$1,248,246, including \$215,125 of landlord improvements and \$1,033,121 of tenant improvements; and

WHEREAS, Neighborhood Tap has further represented that the total number of jobs at the Restaurant for the term of this Agreement will be as follows:

- Year 1: 3 full-time and 18 part-time employees
- Year 2: 3 full-time and 20 part-time employees
- Year 3: 3 full-time and 22 part-time employees
- Year 4: 4 full-time and 22 part-time employees
- Year 5: 5 full-time and 22 part-time employees

WHEREAS, the SEDC has agreed to provide a direct economic incentive not to exceed \$200,000 based on these representations; and

WHEREAS, the SEDC has current funds on hand in the full amount of the proposed economic incentive;

NOW THEREFORE, in view of the above and foregoing, and in consideration of the mutual agreements herein contained, Neighborhood Tap and SEDC (collectively called the "Parties") hereby agree as follows:

Terms

The facts and matters set forth in the Recitals of this Agreement are hereby found to be true and correct, and are adopted and made a part of this Agreement.

In consideration for the mutual promises and covenants given and the mutual benefits received, which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that the term of this Agreement shall be five (5) years.
2. Neighborhood Tap agrees that it will:
 - a. Enter into a lease agreement for the Property for a term not less than ten (10) years, and submit such lease agreement to SEDC no later than 120 days from the execution date of this Agreement; and
 - b. Develop, and invest the sum of at least \$1,033,121 in Restaurant improvements that will be called "Neighborhood Tap," located on the Property as part of Building 6 in the Seabrook Town Centre, and
 - c. Prepare plans and apply for all building permits and inspections required by City Codes, and

- d. Begin construction of the Restaurant no later December 2026, subject to unforeseen delay caused by force majeure or other external conditions out of the control of Neighborhood Tap.
- e. Complete the construction of the Restaurant no later June 2027, subject to unforeseen delay caused by force majeure or other external conditions out of the control of Neighborhood Tap.
- f. Open the Restaurant as Neighborhood Tap for business to the public by year end 2027.
- g. Create at opening, and maintain during the term of this Agreement, as follows:
 - Year 1: 3 full-time and 18 part-time employees
 - Year 2: 3 full-time and 20 part-time employees
 - Year 3: 3 full-time and 22 part-time employees
 - Year 4: 4 full-time and 22 part-time employees
 - Year 5: 5 full-time and 22 part-time employees

For purposes of this Subsection, a **full-time employment position** shall mean and include a job requiring a minimum of one thousand five hundred sixty (1,820) hours of work averaged over a twelve (12) month period, with such hours also to include any vacation and sick leave, with full benefits.

- h. The SEDC reserves the right to request and review payroll information to substantiate compliance with Subsection g. above. All SEDC requested payroll information shall be delivered to the SEDC within ten (10) days from the date of any request for such information.
3. The City agrees that it will:
- a. Pay a direct economic incentive to Neighborhood Tap of \$200,000 (the “Incentive”) upon issuance of a Certificate of Occupancy or any other permit or license necessary for the opening of the Restaurant.
4. Default, Termination and Reimbursement:
- a. This Agreement may be terminated by the SEDC if Neighborhood Tap refuses, fails or neglects to substantially comply with any of the terms of this Agreement or, if any representation made by Neighborhood Tap is false or misleading in any material aspect. Termination of this Agreement shall be automatic if any such default is not cured within sixty (60) days after written notice by the SEDC to Neighborhood Tap.

- b. If the SEDC terminates this Agreement as a result of default by Neighborhood Tap, as set out in Paragraph 4a. above, the Incentive shall be reimbursed to the SEDC within sixty (60) days from the date of Termination in accordance with the following schedule:

Default during Year 1: Reimburse 100% of Incentive = \$200,000.
Default during Year 2: Reimburse 80% of Incentive = \$160,000
Default during Year 3: Reimburse 60% of Incentive = \$120,000
Default during Year 4: Reimburse 40% of Incentive = \$ 80,000
Default during Year 5: Reimburse 20% of Incentive = \$ 40,000

4. Miscellaneous

- a. Assignment. Neighborhood Tap may not assign this Agreement without the SEDC's written consent. Any assignee must provide written acknowledgment to the SEDC of this Agreement and its terms and conditions. The SEDC may only assign this Agreement with Neighborhood Tap express written consent.
- b. Authorization. The Incentive agreed to by the SEDC and described in this Agreement shall be authorized as a project, upon passage of 60 days after notice of publication of the project, absent petition filed with City Council, and upon adoption by City Council of the City by resolution as required by law, as permitted pursuant to the Texas Local Government Code Chapters 501 and 505.
- c. Notice. Any notice required under the provisions of this Agreement shall be in writing and delivered in person, by fax or deposited in the United States Mail, registered or certified, return receipt requested. Any such notice must be addressed to the SEDC or to Neighborhood Tap, at the following addresses. Any notice shall be deemed received three days after the date of deposit in the United States Mail unless proof is offered to the contrary. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

Neighborhood Tap: Neighborhood Tap LLC
Attn: David Priest
2230 Scenic Shore Drive
Seabrook, Texas 77586

SEDC: Seabrook Economic Development Corp.
Attn: Economic Development Director
1700 First Street
Seabrook, TX 77586

Either party may designate a different address by giving the other Party written notice.

- d. Binding Agreement. This Agreement has been duly executed and delivered by both Parties and constitutes a legal, valid and binding obligation of the Parties. Each person executing this Agreement on behalf of each Party represents and warrants that they have full right and authority to enter into this Agreement.
- e. Amendment. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by the Parties hereto.
- f. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. The State of Texas shall have jurisdiction over this Agreement and the parties hereto, and venue of any legal action filed by either the SEDC or Neighborhood Tap, shall exclusively be in Harris County, Texas.
- g. Severability. In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

SEABROOK ECONOMIC DEVELOPMENT CORPORATION



 BY: Paul Dunphey,
 Board President

DATE: May 19, 2026

ATTEST:



 Ranya Botros,
 Board Secretary

NEIGHBORHOOD TAP LLC:



 BY: [name],
 [title]

DATE: 05/26, 2026







Exhibit A
The Property

Exhibit B

Site Plan

Title	Revised Neighborhood Tap Performance Agreement
File name	Seabrook_EDC_Perf...ood_Tap_Final.pdf
Document ID	e20149b097dff4a57234c84c2e0bab39a21232d8
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

 SENT	05 / 18 / 2026 19:39:15 UTC	Sent for signature to Paul Dunphey (pauldunphey@dunpheyservices.com) and Ranya Botros (rbotros@seabrooktx.gov) from rbotros@seabrooktx.gov IP: 165.254.153.10
 VIEWED	05 / 19 / 2026 11:10:35 UTC	Viewed by Paul Dunphey (pauldunphey@dunpheyservices.com) IP: 32.132.159.82
 SIGNED	05 / 19 / 2026 11:11:19 UTC	Signed by Paul Dunphey (pauldunphey@dunpheyservices.com) IP: 32.132.159.82
 VIEWED	05 / 19 / 2026 20:54:43 UTC	Viewed by Ranya Botros (rbotros@seabrooktx.gov) IP: 165.254.153.10
 SIGNED	05 / 19 / 2026 20:55:22 UTC	Signed by Ranya Botros (rbotros@seabrooktx.gov) IP: 165.254.153.10
 COMPLETED	05 / 19 / 2026 20:55:22 UTC	The document has been completed.

Title	Performance Agreement
File name	Revised_Neighborh...nce_Agreement.pdf
Document ID	af9fea5b1c1eaf590acf525b3aa5a06f9f47c55e
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



SENT

05 / 19 / 2026
21:24:27 UTC

Sent for signature to David Priest
(david.b.priest@gmail.com) from rguerrero@seabrooktx.gov
IP: 165.254.153.10



VIEWED

05 / 19 / 2026
21:29:00 UTC

Viewed by David Priest (david.b.priest@gmail.com)
IP: 172.58.50.125



SIGNED

05 / 26 / 2026
18:44:07 UTC

Signed by David Priest (david.b.priest@gmail.com)
IP: 207.237.186.122



COMPLETED

05 / 26 / 2026
18:44:07 UTC

The document has been completed.



Agenda Briefing

Date of Meeting: June 2, 2026

Responsible Department: Public Works

Presenter: Brian Craig, Director of Public Works | City Engineer

Briefing Prepared By: Jesus Olivo

Strategic Focus Area: Infrastructure

General Information:

Consider and take all appropriate action on a Job Order Contract (JOC) with Corestone Construction in an amount of \$184,676.36 for CIP S-34, Rural Street Preventive Maintenance Project, through Choice Partners purchasing cooperative Contract # 25/03MR-16 and authorize the City Manager to execute the contract and all associated documents.

Executive Summary / Background:

The City of Seabrook solicited bids for CIP S-34 Rural Streets Preventive Maintenance Project and received only two bids off purchasing cooperative with a low bid of \$184,676.36. The city also submitted to HUB Contractors with no response for a proposal. The bid is within budget for the project.

Funding / Fiscal Information:

This item is a Choice Partners cooperative purchase, contracts awarded through the Texas Local Government Purchasing Cooperative, Choice Partners, have been competitively procured in compliance with Texas local and state procurement requirements.

Fund 35 - Street Fund (Certificates of Obligation)

335-7035-60710 Rural Street Preventative

Supporting Materials Attached:

1. Agreement
2. Corestone Proposal
3. Presentation

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

City staff recommends approval.

All requests must be submitted to the City Secretary's Office no later than 12:00 p.m. on the Monday, one week prior to the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.



SEABROOK
STANDARD AGREEMENT

Terms:

This AGREEMENT ("Agreement") is entered by and between Corestone Construction ("Contractor"), located at Houston, Texas and the City of Seabrook ("City"), a home-rule municipality, located at 1700 First Street, Seabrook, Texas 77586 on the date set forth below.

1. **Scope of Services: Contractor will perform the services and/or provide the products as set forth in Exhibit A, which is attached and incorporated herein, and which can be generally described as City of Seabrook Street Repair – Asphalt Mill & Overlay and HA5 High Density Mineral Bond Installation. If there is a conflict between the terms of this Agreement and Exhibit A, the terms of this Agreement will prevail.**

Detailed Scope: Contractor shall furnish all labor, materials, equipment, and supervision necessary to complete asphalt mill and overlay repairs at approximately 9 locations totaling 12,500 SF, including milling 2–3 inches, haul-off, tack coat, Type D HMAC placement, compaction, and traffic control. Contractor shall also install approximately 9,128 SY of HA5 high-density mineral bond surface treatment including surface cleaning and traffic control. Exclusions: crack sealing by City, striping, SWPPP, utilities, testing, landscaping, and fencing.

2. **Term and Termination:** This Agreement shall commence upon issuance of Notice to Proceed and shall expire upon final completion of the work. The period of performance shall be 90 days from commencement, at which time liquidated damages would begin. The period from commencement to expiration is the Contract Term. City reserves the right to terminate this Agreement for convenience upon seven (7) days written notice to Contractor. Upon such termination, City shall pay Contractor, at the rate set out in Exhibit A for services satisfactorily performed or products satisfactorily provided up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, City will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.
3. **Compensation: Contractor shall be paid for the services/products as set forth in Exhibit A. In no event shall the total compensation exceed \$184,676.36 during the term of this Agreement. City shall tender payment (including progress/partial payments) for services/goods only after such services are completed or goods are delivered and are deemed to be acceptable under this Agreement, in the sole reasonable discretion of City. Contractor must submit to City invoices for all goods delivered and services provided, which invoices must include details and dates of service or delivery.**

Retainage: City shall retain five percent (5%) of the amount of each progress payment (the "Retainage") until final completion and acceptance of the Work. Retainage shall be released to Contractor within thirty (30) days after final completion of the Work, receipt of all required closeout documents, warranties, final lien releases, and acceptance by City, provided that Contractor has fully performed all obligations under this Agreement. Payment by City shall be made within thirty (30) days of receipt of an invoice, except for any portion of the invoiced amount that City disapproves as not compliant under this Agreement, in the sole reasonable discretion of City. If City disapproves any amount submitted for payment by Contractor, City shall give Contractor specific reasons for disapproval in writing.

4. **Insurance:** Contractor is required during the Contract Term to maintain insurance as follows: (a) Comprehensive General Commercial Liability insurance covering bodily injury and property damage, with minimum coverage limits-exclusive of defense costs-of \$1,000,000 per occurrence and \$2,000,000 aggregate; (b) If Contractor will provide City "professional services," as that term is used in Chapter



252 of the Texas Local Government Code, Professional Liability (errors and omissions/malpractice) insurance (with minimum coverage limits-exclusive of defense costs-of \$2,000,000 per occurrence; and (c) If at any point during the Contract Term it is foreseeable that Contractor will enter upon City premises: (i) Worker's Compensation coverage "with statutory limits for the State of Texas, and (ii) Commercial Automobile Liability coverage with minimum coverage limits-exclusive of defense costs-of \$1,000,000 per occurrence and \$2,000,000 aggregate. All policies must contain a waiver of subrogation against City. Comprehensive General Liability and Commercial Automobile Liability policies must name the City as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed \$10,000 unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

5. **Liquidated Damages:** Liquidated damages **are** applicable to this transaction. Contractor acknowledges that time is of the essence in performing this Agreement. City and Contractor (collectively, the "Parties") agree that if Contractor is late in performing any obligation of this Agreement, City will suffer loss, damages, or other harm from Contractor's delay. The Parties agree that the amount of loss, damages, or harm likely to be incurred is incapable or difficult to precisely estimate, and therefore Contractor agrees to pay City liquidated damages for delay at a daily rate equal to the total compensation allowed under the Agreement divided by the number of days in the Contract Term. The Parties further agree that: (i) the liquidated damages specified herein are not a penalty but rather bear a reasonable relationship to, and is not plainly or grossly disproportionate to, the probable loss likely to be incurred by City as a result of Contractor's delay;(ii) one of the reasons for City and Contractor to agree to such amounts is the uncertainty and cost of litigation regarding the question of actual damages; and (iii) City and Contractor are sophisticated business parties and negotiated this Agreement at arm's length.
6. **Payment and Performance Bonds:** Prior to commencement of the Work and as a condition precedent to issuance of the Notice to Proceed, Contractor shall furnish to City a Performance Bond and a Payment Bond, each in the full amount of the Agreement, in compliance with Chapter 2253 of the Texas Government Code (Texas Public Property Finance Act). The bonds shall be executed by a corporate surety authorized to do business in the State of Texas and acceptable to City. The Performance Bond shall guarantee the faithful performance of the Work in accordance with the terms of this Agreement. The Payment Bond shall guarantee payment of all lawful claims for labor performed and materials furnished in connection with the Work. The bonds shall remain in effect until final completion and acceptance of the Work by City. Failure to provide the required bonds shall constitute grounds for termination of this Agreement at the sole discretion of City
7. **Independent Contractor:** Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of City. Contractor understands and agrees that he/ she will not be entitled to any benefits generally available to City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this Agreement and shall not be reimbursed by City for such expenses except as otherwise provided in this Agreement.
8. **Intellectual Property:** This Agreement shall be an Agreement for services and the parties intend and consider any work created as a result of this Agreement, including any and all documentation, images, products or results, to be a work (the "Work") for hire under federal copyright law. Ownership of the Work shall belong to and remain the exclusive property of City. The Work may be edited at any time within City's discretion. If the Work would not be considered a work-for- hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City, including without limitation all copyrights, patents, rights of reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the Work, City maintains and asserts the right to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services



provided herein or the Work. If the Work is one to which the provisions of 17 U.S.C. § 106A apply, Contractor hereby waives and appoints City to assert on Contractor's behalf Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the Work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City's purposes.

9. **Confidentiality:** During the course of the services to be provided under this Agreement, Contractor may become privy to confidential information of City. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this Agreement and to not use, copy, or disclose such information to any third party unless authorized in writing by City. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify City of any misuse or unauthorized disclosure of City's confidential information and upon expiration of this Agreement shall return to City all confidential information in Contractor's possession or control. Contractor shall further comply with all information security policies of City that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this Agreement or the engagement of Contractor without the prior written approval of City.
10. **Warranties and Representations:** Contractor warrants and agrees that Contractor shall perform its services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any service performed on premises owned or controlled by City, Contractor warrants and agrees that Contractor will perform said services in compliance with all City rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs. **Contractor warrants all labor and materials for a period of one (1) year from final acceptance by City. Contractor shall promptly repair or replace, at its sole cost, any defective work, including failures in workmanship, materials, or surface adhesion.**
11. **Licenses/Certifications:** Contractor represents and warrants that it will obtain and maintain in effect, and pay the cost of, all licenses, permits or certifications that may be necessary for Contractor's performance of this Agreement. If Contractor is a business entity, Contractor warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its formation; and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and deliver the Agreement and is authorized to execute this Agreement according to its terms on behalf of Contractor.
12. **Performance/Qualifications:** Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.
13. **Conflict of Interest:** Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the services hereunder. Contractor further warrants and affirms that no relationship or affiliation exists between Contractor and City that could be consumed as a conflict of interest with regard to this Agreement.



14. **INDEMNIFICATION: CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CITY , AND EACH OF ITS OFFICIALS, OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND REASONABLE LITIGATION COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT, TO THE EXTENT THE CLAIM ARISES FROM NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT OR VIOLATION OF LAW.**
15. **Force Majeure:** Neither City nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising solely from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by the exercise of due diligence.
16. **Notices:** Any notice given under this Agreement by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the Parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notices shall be deemed communicated three (3) days after mailing.
17. **Texas Family Code Child Support Certification:** Pursuant to Section 231.006 of the Texas Family Code, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated, and payment may be withheld if this certification is inaccurate.
18. **State and/or City Auditor:** Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency or the City's internal auditor (collectively, the "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.
19. **Jurisdiction:** Any disputes under this Agreement shall be brought in a court of competent jurisdiction in Harris County, Texas and governed by Texas law.
20. **Alternative Dispute Resolution:** To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by City and Contractor to attempt to resolve any claim for
21. **Entire Agreement:** This Agreement contains the entire understanding between the Parties and supersedes all prior agreements, arrangements, and understanding, oral or written between the Parties relating to this Agreement. This Agreement may not be modified except by mutual written agreement of the Parties executed subsequent to this Agreement.
22. **Eligibility to Receive Payment:** Contractor certifies that, as a matter of state law, it is not



ineligible to receive the Agreement and payments pursuant to the Agreement and acknowledges that the Agreement may be terminated, and payment withheld if this representation is inaccurate.

23. **Payment of Debt/Delinquency to State:** Contractor certifies that it is not indebted to the City of Seabrook and is current on all taxes owed to the City of Seabrook. Contractor agrees that any payments owing to Contractor under the Agreement may be applied directly toward any debt or delinquency that Contractor owes the City of Seabrook regardless of when it arises, until such debt or delinquency is paid in full.
24. **Products and Materials Produced in Texas:** If Contractor will provide services under the Agreement, Contractor covenants and agrees that in performing its duties and obligations under the Agreement, it will purchase products and materials produced in Texas when such products and materials are available at a price and delivery time comparable to products and materials produced outside of Texas.
25. **Risk of Loss:** If applicable, all work performed by Contractor pursuant to the Agreement will be at Contractor's exclusive risk until final and complete acceptance of the work by City. In the case of any loss or damage to the work prior to City's acceptance, bearing such loss or damage will be Contractor's responsibility.
26. **Publicity:** Contractor shall not use City's name, logo or likeness in any press release, marketing materials or other public announcement without receiving City's prior written approval.
27. **Legal Construction/Severability:** In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate the Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.
28. **Limitations:** The Parties are aware that there are constitutional and statutory limitations on the authority of City to enter into certain terms and conditions of the Agreement, including, but not limited to, those terms and conditions relating to liens on City's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any terms and conditions related to the Limitations will not be binding on City except to the extent authorized by the laws and Constitution of the State of Texas.
29. **Sovereign Immunity:** The Parties agree that neither the execution of the Agreement by City nor any other conduct, action or inaction of any City representative relating to the Agreement constitutes a waiver of sovereign immunity by City. The Parties also agree that this Agreement constitutes a governmental function and is not a proprietary function.
30. **Authority:** The Parties stipulate that in entering into this Agreement, the City is performing a solely governmental function and not a proprietary function. Contractor warrants and represents that

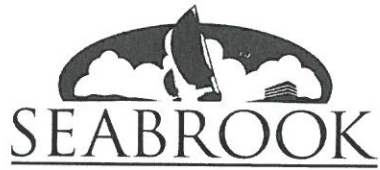


Contractor has full power and authority to enter into and perform this Agreement and to make the grant of rights contained herein. The person signing on behalf of City represents that he/ she has authority to sign this Agreement on behalf of City.

31. **Non-Waiver:** The Parties specifically agree that neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor. No covenant or condition of this Agreement may be waived except by written consent of the waiving party. Forbearance or indulgence by one party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other party.

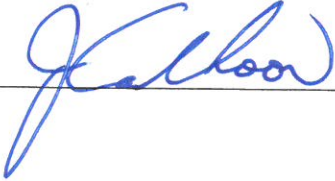
32. **Prohibitions Pursuant to Texas Government Code:** By executing this Agreement Contractor verifies that Contractor (1) does not boycott Israel and will not during the term of this Agreement per Section 2274.002; (2) is not engaged in business with Iran, Sudan, or any company on the list referenced in Section 2252.152; (3) does not boycott energy companies and will not during the term of this Agreement per 2274.002; and (4) does not have a practice, policy, guidance, or directive of this Agreement against a firearm entity or firearm trade association and will not during the term of this Agreement per 2274.002.

(signature block on next page)



Executed on April 22, 2026.

Corestone Paving & Construction - "Contractor"

By: 

CITY OF SEABROOK - "City"

By: _____

Gayle Cook, City Manager

Attest:

City Secretary

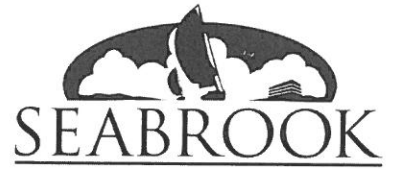


Exhibit A

**Corestone Construction Proposal (Revision #1, dated March
18, 2026)**

(There are **4** pages for Exhibit A, including this page)



3/18/2026

<p>City of Seabrook 1700 First Street Seabrook, Tx 77586 Phone: 281.291.5719 Attn: Brian Craig (bcraig@seabrooktx.gov)</p>	<p>City of Seabrook Street Repair Asphalt Mill & Overlay HA5 High Density Mineral Bond Revision #1 – Area Pricing Breakdown CP Contract #: 25/035MR-16</p>
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Scope of Work:

Corestone Construction proposes to furnish all labor and materials to perform work at the above referenced project location. The proposed work to be performed shall be inclusive of all items listed below. Items shown in the drawings provided but not specifically listed below shall not be considered as part of the proposed scope of work.

Asphalt Pavement Repair – Approx. ~ 12,500 Sq. Ft. (5 Areas)

- Area 1 (Staples from 3rd to 1004 Staples): 4,050 sqft**
- Area 2 (Staples at 4th): 574 sqft**
- Area 3 (4th at Grunwald): 495 sqft**
- Area 4 (By 1002 4th): 2,235 sqft**
- Area 5 (Front 913 Staples): 525 sqft**
- Area 6 (5th at Bryan): 1,860 sqft**
- Area 7 (Lidstone): 567 sqft**
- Area 8 (Nickleson): 408 sqft**
- Area 9 (7th): 1,848 sqft**

- Mill designated failed asphalt areas at a depth of 2-3"
 - Milling machine has a minimum width of 7"
 - Haul off all excavated spoils from jobsite.
 - Apply SS-1 tack coat to edges of perimeter asphalt
 - Install 2 ½" of Type D HMAC.
 - Compact installed asphalt using a 3–5-ton roller to a finished thickness of Approx. 2".
 - Includes Traffic Control
- All above work is priced to be done together in 1 phase/mobilization, if areas are wanting to be separated and done in multiple mobilizations, then pricing is subject to change.

HA5 High Density Mineral Bond Installation – Approx. 9,128 Sq.Yd.

- Clean & prepare surface using high pressure air & wire bristle brooms.
 - Install "HA5" High Density Mineral Bond advanced performance pavement preservation treatment.
 - No guarantee surface treatments will adhere to areas saturated with motor oil.
 - HA5 meets demands of High Density Mineral Bond Specification established by agency engineers.
 - Includes Traffic Control
- All crack sealing to be done by client by request.
- Excludes Striping

Area 1 (Staples from 3rd to 1004 Staples):	\$28,371.99
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Area 2 (Staples at 4th):	\$4,021.11
Area 3 (4th at Grunwald):	\$3,467.69
Area 4 (By 1002 4th):	\$15,657.13
Area 5 (Front 913 Staples):	\$3,677.85
Area 6 (5th at Bryan):	\$13,030.10
Area 7 (Lidstone):	\$3,972.08
Area 8 (Nickleson):	\$2,858.22
Area 9 (7th):	\$12,946.03
HA5 High Density Mineral Bond Installation:	\$92,048.16
Total Project Cost:	\$180,050.36
Payment & Performance Bond:	\$4,626.00

****Price Guarantee** - Corestone Construction prides itself on its quality, best-in-class customer service. Project pricing is based on utilization of the highest quality materials and exceptional workmanship which exceeds industry standards. Our pricing policy is based on a “best product, best price” guarantee. If at any time you receive a lower price, please contact us immediately to discuss your project scope of work in more detail. **

Project Exclusions:

- Excludes any wall Sawing.
- Site Utilities or trench drain Installation.
- Dewatering
- Performance or payment bond.
- Waterproofing
- Light pole bases and foundations
- Termite treatment
- SWPPP
- Trash haul-off or Dumpsters for trash
- Any site utilities.
- CMU reinforcing or fill.
- Staining or coloring of concrete
- Joint sealing
- Sales Tax
- Permitting
- Landscape work or backfilling curbs.
- Landscaping sleeves
- Excludes any testing of soils, existing sub-grade, concrete etc.
- Excludes any traffic control plan – barricades, barrels, flagmen, uniformed officer, signage etc.
- Excludes post construction site grading and sod installation or hydro-mulching.
- Excludes any demolition of existing sewer lines.
- Excludes installation of security or temporary fencing.

Additional Qualifications

- IT IS THE RESPONSIBILITY OF THE CUSTOMER/CLIENT TO HAVE ALL THE UTILITIES WITHIN THE CONSTRUCTION AREA CLEARLY MARKED.
- CORESTONE SHALL NOT BE RESPONSIBLE FOR IMPROPERLY MARKED UTILITIES.
- Thorough bid validation must be performed prior to performing any work.

281-651-0616 Phone | 281-255-6110 Fax
14511 Mary Jane, Tomball, TX 77377



- Pricing assumes all line items to be awarded. Deletion of specific lines items may result in price adjustments to other line items associated with similar work. Work approved but required to be performed in multiple phases may result in additional mobilization charges.
 - All Work shall be performed in 1 continuous phase.
 - All testing to be performed by others.

_____ Submitted By: Jack Melsheimer	_____ Date
_____ Accepted By:	_____ Date



1/8/26

Brian Craig
City of Seabrook
1100 Red Bluff Rd
Seabrook, TX 77586

RE: Asphalt Repairs

Dear Brian,

We are pleased to present our proposal for the Asphalt Repairs Project, based on our previous site visit. This proposal is offered through OMNIA Partners Cooperative JOC Contract #04-29. Please see scope of work below:

Scope of Work:

SITE MEASURES:

- *Full-time Superintendent onsite for duration of project*
- *Temp barricades, reflective signage*
- *Flagmen and radios for manned traffic control*
- *Final cleaning service upon completion of project*

ASPHALT REPAIR:

- *Layout*
- *Sawcuts for partial/point patches*
- *Sawcuts at intersections/terminations for full width repairs*
- *2" milling and overlay at areas/quantities defined below with HMAC Type "D"*
- *Crack seal all new sawcut joints to make ready for sealcoating*

SEALCOATING:

- *"Polymer-Modified Masterseal" by Sealmaster Pavement Products (see attached cutsheet for reference on product data)*

Exclusions:

- 1. Unforeseen conditions. Scope not explicitly listed in this proposal*
- 2. Site security measures and/or camera surveillance*
- 3. Contingencies*
- 4. Sales tax. (City to provide tax exemption certificate)*
- 5. Excludes design services for architectural and/or engineering*
- 6. City permit fees, \$0 cost assumed for city project*
- 7. Construction materials testing*

-Red Oak Construction, LLC-
211 E. Parkwood Ave. Ste #102
Friendswood, TX 77546
(832) 545-1535



Number	Location	Length	Width	Area (S.F.)
1	Staples from 3rd to 1004 Staples	270	15	4,050
2	Staples at 4th (westside on radius)	17	4	68
3	Staples at 4th (eastside down to 1002 Staples)	65	7	455
4	4th at Grunwald (by fire hydrant)	33	15	495
5	1002 4th	149	15	2,235
6	913 Staples	75	7	525
7	5th at Bryan	62	14	868
8	5th at Bryan (point 2)	3	11	33
9	Lidstone	81	6	486
10	Nicholson	24	17	408
11	7th St	156	7	1092
12	7th St (point 2)	108	5	540
GRAND TOTAL				11,255
CONTINGENCY	500 S.F. Allowance of Misc. Base Repairs	-	-	500
BREAKOUT PRICE	Sealcoating (all streets in red on Map)	-	-	60,000

Proposed Schedule Duration:

This project is anticipated to take 4-5 weeks in total. A critical path method, Gantt chart format project schedule will be issued to client upon contract award.

-Red Oak Construction, LLC-
 211 E. Parkwood Ave. Ste #102
 Friendswood, TX 77546
 (832) 545-1535



SCOPE	TOTAL
BASE BID	
<i>Asphalt Repairs Bid</i>	\$162,898.85
<i>Sealcoating Bid</i>	\$54,691.05
<i>500 S.F. Base Repairs Contingency Fund (Final Quantity TBD)</i>	\$8,000.00
<i>Payment and Performance Bond Premium Fees</i>	\$5,639.75
GRAND TOTAL:	\$231,229.65

Assumes mutually agreeable owner contract/purchase order terms. NET30 payment terms upon completion. Insurance certificate to be provided for Automotive, Umbrella, Workman’s Comp, and General Liability. Includes one year standard warranty.

We appreciate the opportunity and look forward to working with you on this project. Please feel free to contact us with any further questions.

Sincerely,

Allyn D. Cheves

Allyn Cheves

Owner

Certified JOC Professional #24-443

Attachments: RS Means Estimate

-Red Oak Construction, LLC-
 211 E. Parkwood Ave. Ste #102
 Friendswood, TX 77546
 (832) 545-1535

Cost Estimate Report

City of Seabrook

Seabrook, TX, 77586
1700 1st St

Date: 01/30/2026

COS - Asphalt Repairs

Year 2025 Quarter 4

Unit Detail Report

Prepared By: Allyn Cheves

Red Oak Construction LLC

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200280	Field personnel, superintendent, maximum	4.00	Week	\$4,225.00	\$16,900.00
015433203350	Rent, smooth drum vibratory roller, 75 H.P., Incl. Hourly Oper. Cost.	1.00	Month	\$7,217.23	\$7,217.23
015433204620	Rent front end loader, 4WD, art. frame, diesel, 1.5 - 1.75 CY 95 HP, Incl. Hourly Oper. Cost.	1.00	Month	\$8,251.32	\$8,251.32
015433204880	Rent loader, skid steer, wheeled, 10 CF, 30 HP, Incl. Hourly Oper. Cost.	1.00	Month	\$4,170.16	\$4,170.16
015433205250	Rent truck, dump, 2-axle, 12 ton, 8 C.Y. payload, 220 H.P., Incl. Hourly Oper. Cost.	1.00	Month	\$8,838.17	\$8,838.17
015433406410	Rent toilet portable chemical, Incl. Hourly Oper. Cost.	1.00	Month	\$279.86	\$279.86
015433503400	Highway equip rental;road sweeper,self-propelled,8'wide,90 H.P., Incl. Hourly Oper. Cost.	1.00	Month	\$10,736.52	\$10,736.52
015623100300	Barricades, wood barrier walls, stock units, plain, buy, 6' high, 8' wide	20.00	Ea.	\$273.00	\$5,460.00
015623101300	Barricades, barricade tape, polyethylene, 7 mils thick, 3" wide x 300' long roll	2.00	Ea.	\$9.77	\$19.54
015623103010	Detour sign, reflective aluminum, MUTCD, 24" x 24", post mounted	6.00	Ea.	\$24.50	\$147.00
Division 01 General Requirements Subtotal					\$62,019.80
Division 02 Existing Conditions					
024113175100	Demolish, remove pavement & curb, remove bituminous driveways, excludes hauling and disposal fees	1,251.00	S.Y.	\$7.75	\$9,695.25
024119192050	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, forklift, cost to be added to demolition cost	70.00	C.Y.	\$44.98	\$3,148.60
024119195100	Selective demolition, rubbish handling, over 8 C.Y. truck, loading & trucking, haul, per mile, includes 2 mile haul, cost to be added to demolition cost	70.00	C.Y.	\$1.14	\$79.80

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 02	Existing Conditions Subtotal				\$12,923.65
Division 31	Earthwork				
312323200036	Cycle hauling(wait, load, travel, unload or dump & return) time per cycle, excavated or borrow, loose cubic yards, 10 min wait/load/unload, 8 C.Y. truck, cycle 8 miles, 20 MPH, excludes loading equipment	70.00	L.C.Y.	\$11.46	\$802.20
Division 31	Earthwork Subtotal				\$802.20
Division 32	Exterior Improvements				
320117200200	Flexible pavement patches, roadway, light traffic, sawcut, 61-100 S. F.	12.00	Ea.	\$300.88	\$3,610.56
320117200480	Flexible pavement patches, roadway, add flagger for non-intersection medium traffic	320.00	Hr.	\$75.31	\$24,099.20
320117610230	Sealing cracks in asphalt paving, light traffic, rapid set, 1/2" wide x 2" deep	1,000.00	L.F.	\$3.81	\$3,810.00
320610100020	Sidewalks, driveways, and patios, side walks, asphaltic concrete, 2" thick, excludes base	1,251.00	S.Y.	\$17.57	\$21,980.07
321216133000	Plant-mix asphalt paving, pre-treatment for paving, prime coat, emulsion, 0.30 gallons/S.Y., 1000 S.Y.	1,251.00	S.Y.	\$5.53	\$6,918.03
Division 32	Exterior Improvements Subtotal				\$60,417.86
Subtotal					\$136,163.51
General Contractor's Markup on Subs				10.00%	\$11,926.35
Subtotal					\$148,089.86
General Conditions				10.00%	\$14,808.99
Subtotal					\$162,898.85
General Contractor's Overhead and Profit				0.00%	\$0.00
Grand Total					\$162,898.85

Cost Estimate Report

City of Seabrook

Seabrook, TX, 77586
1700 1st St

Date: 01/30/2026

COS - Asphalt Sealcoating

Year 2025 Quarter 4

Unit Detail Report

Prepared By: Allyn Cheves

Red Oak Construction LLC

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Division 01 General Requirements					
013113200280	Field personnel, superintendent, maximum	1.00	Week	\$4,225.00	\$4,225.00
Division 01	General Requirements Subtotal				\$4,225.00
Division 32 Exterior Improvements					
320117200480	Flexible pavement patches, roadway, add flagger for non-intersection medium traffic	80.00	Hr.	\$75.31	\$6,024.80
321236331210	Slurry Seal, Type III-PMCQS-1h-EAS, (25lbs/sy, 3/8", 15% asphalt emulsion), small, irregular areas	6,666.70	S.Y.	\$5.30	\$35,333.51
Division 32	Exterior Improvements Subtotal				\$41,358.31

LineNumber	Description	Quantity	Unit	Total Incl. O&P	Ext. Total Incl. O&P
Subtotal					\$45,583.31
General Contractor's Markup on Subs				10.00%	\$4,135.83
Subtotal					\$49,719.14
General Conditions				10.00%	\$4,971.91
Subtotal					\$54,691.05
General Contractor's Overhead and Profit				0.00%	\$0.00
Grand Total					\$54,691.05

An aerial photograph of a residential neighborhood. The houses are mostly single-story with brown or tan roofs. Many have swimming pools in their backyards. The streets are paved and have some parked cars. The overall scene is a typical suburban residential area.

CIP S-34 Rural Street Preventive Maintenance Project

Job Order Contract with Corestone Construction
City Council Presentation

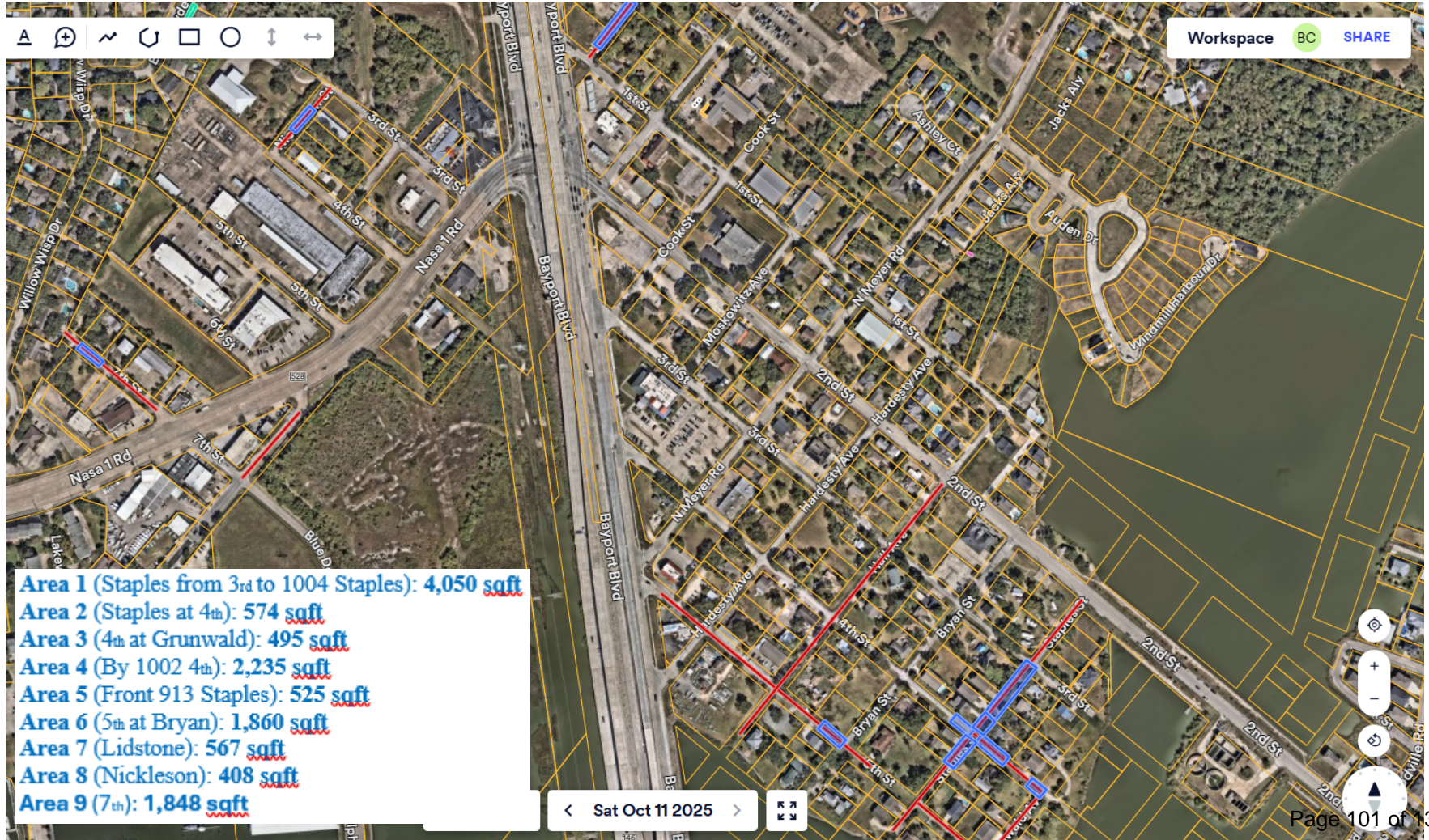


Project Scope and Objectives

- Extend the service life of existing rural streets.
- Improve ride quality and roadway durability.
- Address surface deterioration before major reconstruction is required.
- Provide cost-effective pavement preservation for City infrastructure.

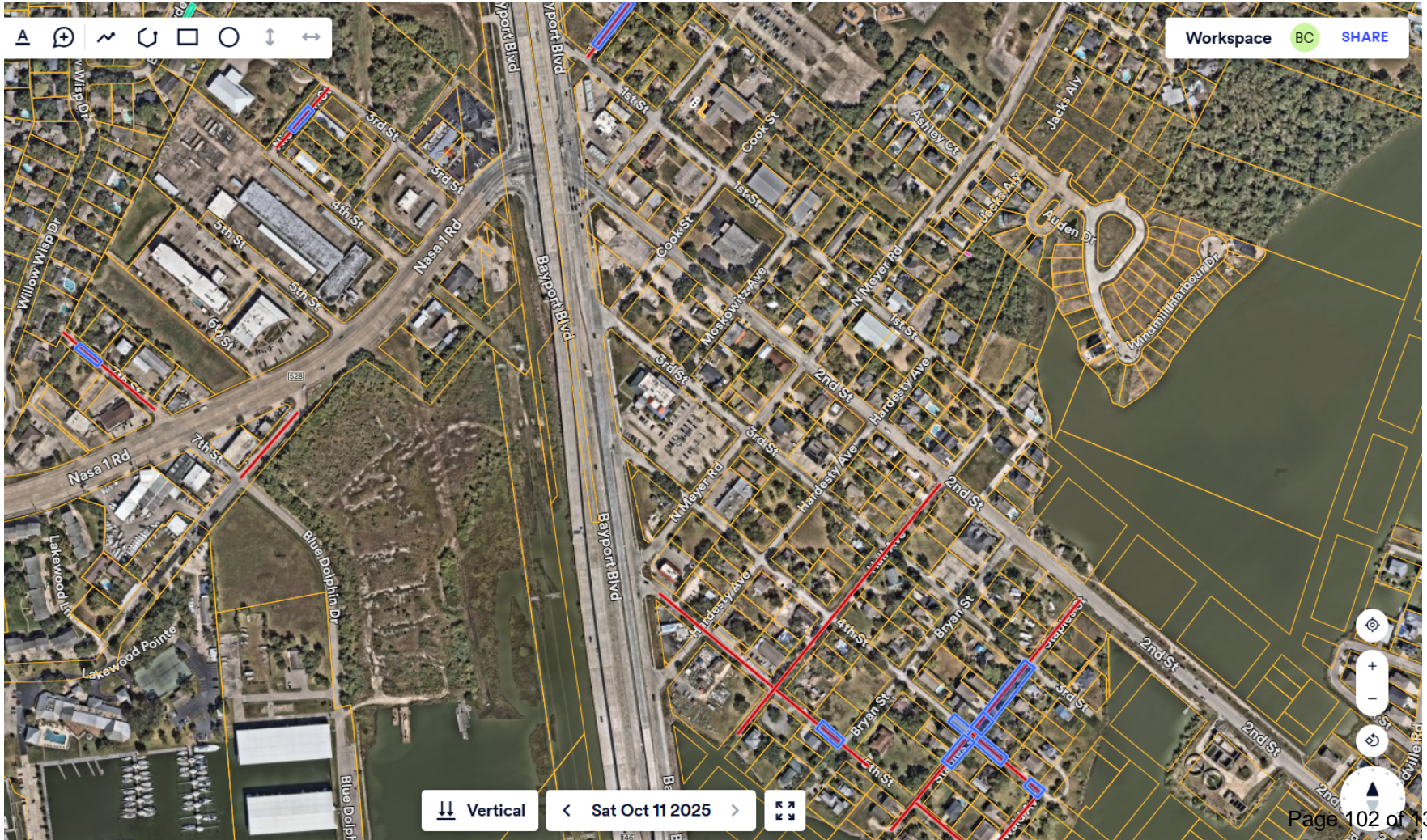
Location of Point Repairs

Point repair involves milling/removing the damaged pavement, applying tack coat and installing new asphalt.



Location of Surface Treatment

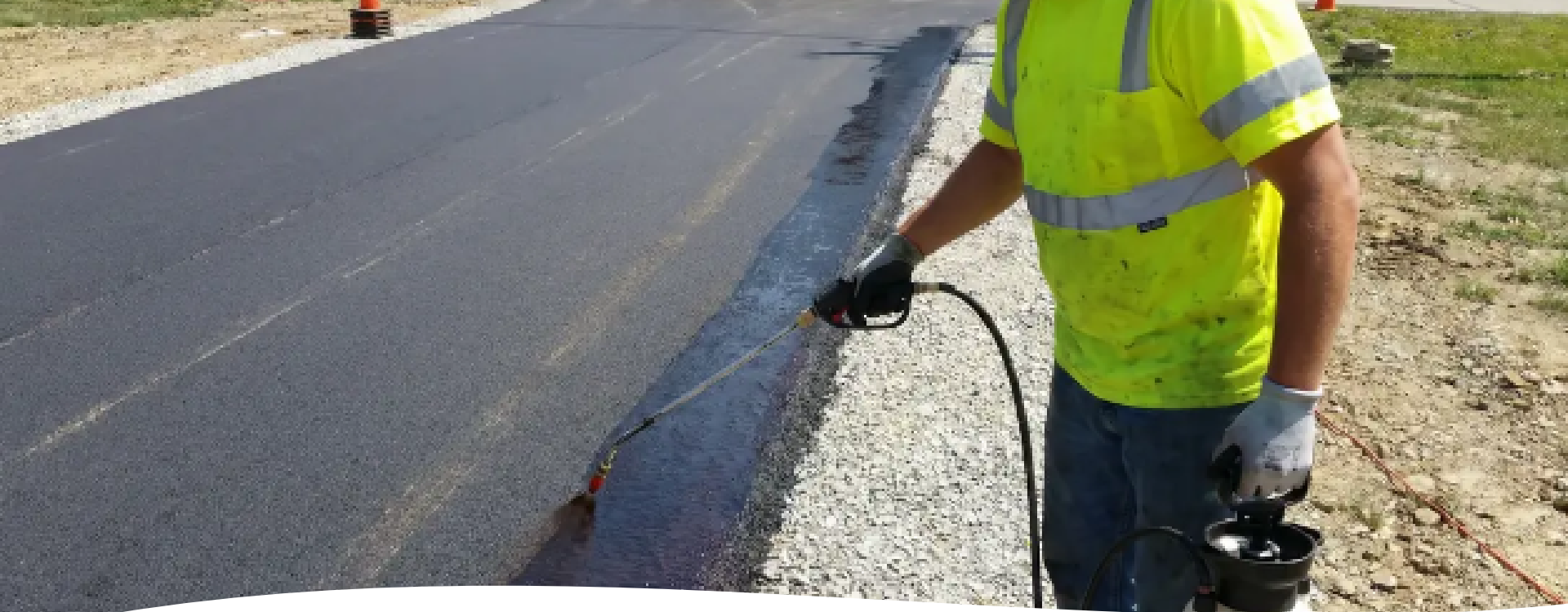
Surface Treatment will be the HA5 High Density Mineral Bond





Asphalt Pavement Milling

- Milling removes the worn or damaged asphalt surface layer.
- Creates a smooth and uniform base for new asphalt placement.
- Improves roadway profile and drainage performance.
- Allows recycling and reuse of milled asphalt materials where applicable.



Tack Coating Along Asphalt Edges

- Tack coat is a bonding agent applied between asphalt layers.
- Ensures proper adhesion between existing pavement and new asphalt.
- Reduces the potential for slippage, cracking, and premature failure.
- Provides a stronger and longer-lasting pavement structure.

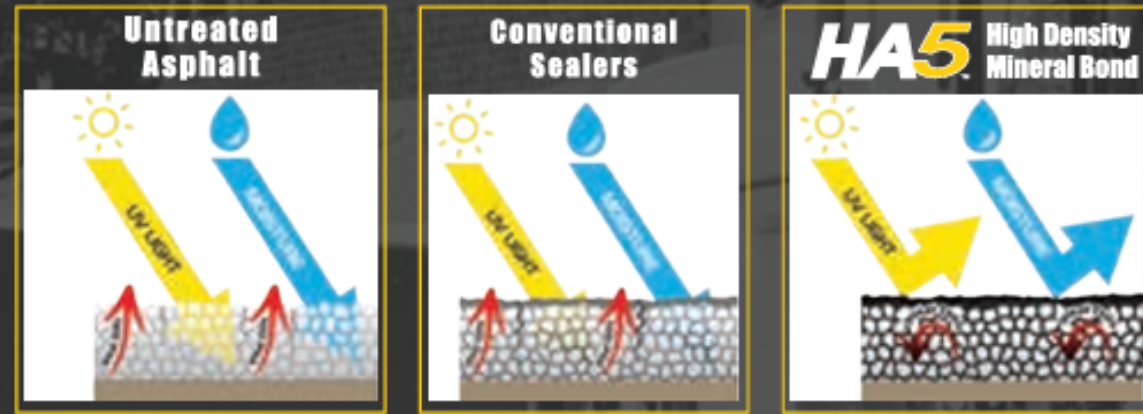


Installation of Type D HMAC

- Type D Hot Mix Asphalt Concrete (HMAC) provides a durable driving surface.
- Overlay improves structural integrity and ride quality.
- Designed to withstand traffic loading and weather conditions.
- Enhances roadway appearance and overall pavement performance.



HOW HA5 IMPACTS ASPHALT AGING



"Using conventional as well as leading-edge testing methods to identify the age hardening of the asphalt binders, researchers have identified a 67% delay in the age hardening of the asphalt binder with HA5 installed as a pavement preservation treatment. This reduction in age hardening and associated flexibility loss supports an in-field case study where

HA5 High Density Mineral Bond Finish

- HA5 is a high-density mineral bond surface treatment.
- Seals the pavement surface to reduce water intrusion and oxidation.
- Improves skid resistance and roadway durability.
- Extends pavement life while reducing long-term maintenance costs.



Agenda Briefing

Date of Meeting: June 2, 2026

Responsible Department: City Manager's Office

Presenter: Gayle Cook, City Manager

Briefing Prepared By: Gayle Cook

Strategic Focus Area: CITY SERVICES

General Information:

Consider and take all appropriate action on the authorization of a Tender Agreement with Continental Casualty Company for the Seabrook Volunteer Fire Station Addition and Renovation project and authorize the City Manager to execute the agreement and all associated documents.

Executive Summary / Background:

On or about September 4, 2025, the City of Seabrook entered into a written contract ("Contract") with JLA Construction Solutions for the Volunteer Fire Station Addition and Renovation Project.

- Performance Bond No. 30258689 in the amount of \$2,782,619.96, and
- Labor and Material Payment Bond No. 30258689 in the amount of \$2,782,619.96,

both in favor of the City of Seabrook, guaranteeing the performance and payment obligations of JLA Construction Solutions ("Principal").

On February 26, 2026, due to the Principal's failure to perform in accordance with the Contract requirements, the City of Seabrook formally declared JLA Construction Solutions in default and terminated its right to proceed with the Project.

On that same date, the City issued a formal demand to Continental Casualty Company under the Performance Bond to assume responsibility for completion of the Project pursuant to the bond provisions.

The purpose of this agenda item is to request City Council approval of the proposed Tender Agreement offered by Continental Casualty Company. Under the Tender Agreement, the Surety proposes to remedy the Contractor's default by providing a completion contractor and associated terms for finishing the Volunteer Fire Station Addition and Renovation Project as required under the Performance Bond.

Funding / Fiscal Information:

This is a 2023 Bond Project and the original contract with JLA Construction had approved funds available to fulfill a new substitute contractor bid.

Fund 33 - Fire Bonds

Supporting Materials Attached:

1. City of Seabrook Tender Agreement

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

All requests must be submitted to the City Secretary's Office no later than 12:00 p.m. on the Monday, one week prior to the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.

TENDER AGREEMENT

This Tender Agreement ("Agreement") is made and entered into this ____ day of _____, 20__, by and between City of Seabrook ("Obligee"), and Continental Casualty Company ("Surety"). The Obligee and Surety are sometimes collectively referred to herein as the "Parties."

RECITALS

A. On or about September 4, 2025, City of Seabrook entered into a written contract ("Contract") with JLA Construction Solutions for Volunteer Fire Station Addition and Renovation ("Project"). The term "Contract" as used herein shall mean the aforementioned contract between City of Seabrook and JLA Construction Solutions ("Principal"), including all written contract documents and plans and specifications referenced therein, all of which are incorporated herein by reference.

B. Continental Casualty Company, as Surety for JLA Construction Solutions, executed and delivered Performance Bond No. **30258689** in the penal sum of Two Million Seven Hundred Eighty Two Thousand Six Hundred Nineteen and 96/100 Dollars ("Performance Bond") and Labor and Material Payment Bond No. **30258689** in the penal sum of Two Million Seven Hundred Eighty Two Thousand Six Hundred Nineteen and 96/100 Dollars ("Payment Bond") in favor of City of Seabrook.

C. On February 26, 2026, the City of Seabrook declared JLA Construction Solutions in default of the Contract and terminated its right to proceed under said Contract.

D. On February 26, 2026, the City of Seabrook made demand upon Continental Casualty Company under the Performance Bond.

E. The City of Seabrook certifies to Continental Casualty Company that the current contract accounting for the Project is as follows:

Original Contract Price	\$2,782,619.96
Approved Change Orders	\$0.00
Pending Change Orders To Be Issued	<u>\$0.00</u>
Revised Contract Price	\$2,782,619.96
Paid to Jla Construction Solutions	<u>(\$680,513.00)</u>
Contract Balance	\$2,102,106.96

The CITY OF SEABROOK certifies to Continental Casualty Company that no other payments have been made under the Contract, and that the aforesaid Contract Balance is currently held by the City of Seabrook. The City of Seabrook acknowledges and agrees that Continental Casualty Company has relied upon these representations in entering into this Agreement.

F. Continental Casualty Company has elected to exercise its option to tender a Completion Contractor to the City of Seabrook to complete the Remaining Work in discharge of its obligations under the Performance Bond. The Parties now desire to effect completion of the Contract, to preserve the work in place, and to expedite completion of the Remaining Work.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is understood and agreed as follows:

1. The Recitals set forth above are hereby agreed to by each of the Parties and incorporated herein by reference as though set forth in full.
2. Continental Casualty Company hereby tenders MCA Construction as Completion Contractor to the City of Seabrook to complete the Remaining Work required to be performed under the Contract.
3. The City of Seabrook hereby accepts the Continental Casualty Company's tender of the MCA Construction to complete the Remaining Work under the terms and conditions set forth herein.
4. Within five (5) working days of execution of this Agreement, Continental Casualty Company shall pay to City of Seabrook the sum of \$391,967.04 representing the difference between the Contract Balance of \$2,102,106.96 and MCA Construction's completion bid of \$2,494,074,00.
5. Upon execution of this Agreement and Continental Casualty Company's payment in accordance with paragraph 4 above, the Performance Bond issued by Continental Casualty Company shall be and hereby is exonerated and of no further force and effect, except that such exoneration shall not affect the rights and claims specifically reserved by the City of Seabrook as set forth in Paragraph 6 below.
6. The City of Seabrook shall reserve all rights and claims under the Contract and Performance Bond for liquidated damages, if any; warranties and guarantees for work performed and materials and equipment supplied by or for JLA Construction Solutions; and any latent defects in work performed and materials and equipment supplied by or for JLA Construction Solutions. As a condition precedent to any such claim, the City of Seabrook shall immediately notify Continental Casualty Company in writing upon the discovery of any such claimed warranty or guaranty item or claimed latent defect. Continental Casualty Company shall have seven (7) working in which to investigate such warranty or guaranty items or alleged latent defects. If Continental Casualty Company does not agree in writing to cover the cost correcting such warranty or guaranty item or such claimed latent defect within seven (7) working days, City of Seabrook may make a claim against the Performance Bond for such work.
7. Continental Casualty Company reserves, on behalf of itself and JLA Construction Solutions, any claims that Continental Casualty Company or JLA Construction Solutions may

have against City of Seabrook for unpaid contract balances, change orders, affirmative claims, or time extensions.

8. Continental Casualty Company's Payment Bond shall remain in full force and effect for work performed by JLA Construction Solutions under the Contract. Continental Casualty Company retains all rights and defenses of JLA Construction Solutions and Continental Casualty Company to Payment Bond claims. Continental Casualty Company's Payment Bond shall not cover MCA Construction or any of its subcontractors or suppliers for work performed or materials or equipment supplied by or for MCA Construction under MCA Construction's contract with City of Seabrook.

9. It is understood and agreed that Continental Casualty Company, by entering into this Agreement, is acting not as a contractor, but as a surety.

10. The Parties agree that Continental Casualty Company's liability under the Performance Bond is limited to the amount of Continental Casualty Company's Performance Bond. Any payments made by Continental Casualty Company under paragraphs 4 and 6 shall reduce Continental Casualty Company's remaining liability under the Performance Bond accordingly.

11. Except as otherwise stated in this Agreement, the City of Seabrook hereby releases, acquits, and forever discharges Continental Casualty Company and Continental Casualty Company hereby releases, acquits and forever discharges City of Seabrook from any and all claims, expenses, debts, demands, costs, and other actions or liabilities of every nature, whether known or unknown, whether in law or in equity, that each has or may claim to have as a result of the Project.

12. To the extent allowed by law, the City of Seabrook agrees that it will not pay any claim or charge that is based on work performed by JLA Construction Solutions under the Contracts and that may affect the Continental Casualty Company's continuing obligations under this Agreement, without the consent of Continental Casualty Company, except by order of a court of competent jurisdiction or administrative agency after due notice to Continental Casualty Company.

13. The Parties hereto agree to cooperate fully with each other, including executing any necessary documents, to the end that the work set forth in the Contract may be completed as efficiently and quickly as reasonably possible under the circumstances.

14. The Parties and each of the signatories hereto warrant that each has the power and authority to execute this Agreement. This Agreement is subject to approval or ratification by City of Seabrook's Board.

15. The provisions of this Agreement shall be applied and interpreted in a manner consistent with each other so as to carry out the purposes and intent of the Parties, but if for any reason any provision is unenforceable or invalid, such provision shall be deemed severed from this Agreement and the remaining provisions shall be carried out with the same force and effect

as if the severed provision had not been a part of this Agreement.

16. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements, arrangements, and/or understandings by and between the Parties. Except as herein modified, all terms and conditions of this Agreement shall remain unchanged and in full force and effect. This Agreement may only be modified in a writing signed by all parties.

17. All notices and correspondence relating to this Agreement shall be sent by first class U.S. mail postage prepaid, with a copy sent via e-mail or overnight mail:

To the City of Seabrook

Attn: City Manager
1700 First Street
Seabrook, Texas 77586

Attn: Director of Finance
1700 First Street
Seabrook, Texas 77586

To Continental Casualty Company

Attn: Craven Bradham
4150 N. Drinkwater Blvd.
Suite 105
Scottsdale, AZ 85251

18. The Parties may execute this Agreement in two or more counterparts which shall, in the aggregate, be signed by all of the Parties; each counterpart shall be deemed an original instrument as to any Party who has signed it.

19. This Agreement has been fully negotiated by the Parties and their counsel and shall not be construed in favor of or against either Party, regardless of who may have drafted it or any of its terms. The failure of any Party to exercise in any respect a right provided for in this Agreement shall not be deemed to be a waiver of the right or of any other right unless expressly agreed to by the Party in writing.

20. Choice of Law. This Agreement is made, executed and performed in the County of Harris, State of Texas, and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hand and seal the day and year first hereinafter written.

City of Seabrook

By: _____

Its: _____

APPROVED AS TO LEGAL FORM:

Continental Casualty Company

By: _____

Its: _____



Agenda Briefing

Date of Meeting: June 2, 2026

Responsible Department: City Manager's Office

Presenter: Gayle Cook, City Manager

Briefing Prepared By:

Strategic Focus Area: CITY SERVICES

General Information:

Consider and take all appropriate action to approve an American Institute of Architects (AIA) agreement with MCA Construction as the substitute contractor for the Seabrook Volunteer Fire Station Addition and Renovation project in an amount not to exceed of \$2,494,074.00 and authorize the City Manager to execute the agreement and all associated documents.

Executive Summary / Background:

On February 26, 2026, the City of Seabrook declared JLA Construction Solutions in default of its contract for the Volunteer Fire Station Addition and Renovation Project and terminated its right to proceed. The City made formal demand on Continental Casualty Company, the Performance Bond surety, the same day. Under the Performance Bond, Continental Casualty Company elected to use its contractual option to tender a completion contractor, as documented in the Tender Agreement. The surety formally tendered MCA Construction as the Completion Contractor. The City previously on this same agenda considered the tender, and under the terms of the Tender Agreement, Continental Casualty Company will pay the City \$391,967.04 to cover the difference between the remaining contract balance of \$2,102,106.96 and MCA Construction's completion bid of \$2,494,074.00.

MCA Construction's formal proposal for the EMS Expansion and Renovation totals \$2,494,074, which includes all subcontractor costs, general conditions, overhead, bond costs, and contractor fee.

To proceed, the City must enter into a new construction contract directly with Cortez dba MCA Construction, consistent with the tender terms and the scope, qualifications, and pricing included within the submitted bid.

Funding / Fiscal Information:

Fund 33 - Fire Bonds Net Cost to City: No additional funds beyond the original contract balance are required.

MCA Construction Completion Bid: \$2,494,074

Remaining Contract Balance Held by City: \$2,102,106.96

Surety Contribution under Tender Agreement: \$391,967.04

Supporting Materials Attached:

1. AIA Agreement - MCA Construction

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

All requests must be submitted to the City Secretary's Office no later than 12:00 p.m. on the Monday, one week prior to the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.

AIA® Document A101® – 2017

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

AGREEMENT made as of the Thirtieth Day of May in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Seabrook
1701 First Street
Seabrook, TX 77586

and the Contractor:
(Name, legal status, address and other information)

MCA Construction.
11100 Brittmoore Park Dr., Suite 200
Houston, TX 77041

for the following Project:
(Name, location and detailed description)

City of Seabrook
Volunteer Fire Station Addition and Renovation
1850 E. Meyer Ave
Seabrook, TX 77586

The Architect:
(Name, legal status, address and other information)

Brown Reynolds Watford Architects, Inc. (BRW)
175 Century Square Drive, Suite 350
College Station, TX 77840

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

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

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

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

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[X] Not later than (TBD based on contract execution as stated in AIA201-2017 Article 3.10.1) calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be two million, four hundred and ninety- four thousand, seventy four and zero cents (\$2,494,074.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

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

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: *(Identify each allowance.)*

Item	Price
Contingency	\$0.00

§ 4.4 Unit prices, if any:

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

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

\$500.00 per day

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the subsequent month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

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

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

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

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

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User Notes:

(6a15b8fbce1b14de6d86c07b)

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

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

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

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

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

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

N/A

§ 5.3 Interest

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

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

%

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

The Contractor shall negotiate a termination fee prior to execution.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Kevin Rodgers
1850 E Meyer Ave, Seabrook, TX 77586
krodgers@seabrooktx.gov
281-291-5787

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

Adam Delk, President, 11100 Brittmoores Park Dr, Houston, Tx, 77041, Adam.Delk@mcacom.com
Mark Sams, COO, 11100 Brittmoores Park Dr., Houston, Tx, 77041, Mark.Sams@mcacom.com
Jennifer Richard, Sr. Project Manager, 11100 Brittmoores Park Dr., Houston, Tx 77041,
Jennifer.Richard@mcacom.com

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

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, ~~Exhibit A, Insurance and Bonds~~, the Request for Proposal, and elsewhere in the Contract Documents.

The Contractor shall keep and maintain during the term of this Contract, a comprehensive general liability policy, with the City named as Additional Named Insured, with limits of the following:

- .1 Workers' Compensation and Employer's Liability in amounts required by law;
- .2 Commercial General Liability of not less than \$1,000,000.00 (combined single limit bodily injury and property damage per occurrence).
- .3 Automobile Liability
- .4 A copy of any current Certificates of Insurance included with your bid.

.5 Thirty (30) days prior notice of policy cancellation shall be provided to the City. The Contractor shall furnish the City with a Certificate of Insurance evidencing such coverage. Such insurance shall include contractual liability insuring the indemnity agreements contained in this Contract.

§ 8.5.2 The Contractor shall provide bonds as set forth in the Request for Proposal ~~AIA Document A101™-2017-Exhibit A~~, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

As required by Section 2252.908, Texas Government Code, if this Contract requires an action or vote by the City before the contract may be signed, or has a value of at least \$1 million, then the City may not enter into such Contract unless the Contractor submits a disclosure of interested parties to the City at the time the Contractor submits the signed Contract to the City. The Contractor agrees to submit such disclosure as required by Section 2252.908 of the Texas Government Code on the form 1295, prescribed by the Texas Ethics Commission, unless the Contractor is a publicly traded entity or a wholly owned subsidiary of same, in which case no disclosure is required. The Contractor agrees to access the Texas Ethics Commission website and complete the form 1295, receive a confirmation number and a PDF version of the completed form 1295, execute and notarize a hard copy version of the completed form 1295, and submit it, along with the confirmation number, to the City.

The Contractor hereby certifies that it and its parent company, wholly-owned or majority-owned subsidiaries, and other affiliates comply with and agree to abide by the requirements of Texas Government Code Chapter 2252 (foreign terrorist organizations prohibited), Chapter 2264 (undocumented workers), Chapter 2271 (boycott-Israel), and Chapter 2274, Texas Government Code (boycotts-energy company; discrimination – firearms entity or trade association)

The Contractor hereby certifies that it and its parent company, wholly-owned or majority-owned subsidiaries, and other affiliates comply with and agree to abide by the requirements of Texas Labor Code, Sec. 406.069 (required coverage for certain building or construction contractors).

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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- .1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
~~.2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds~~
.3 AIA Document A201™-2017, General Conditions of the Contract for Construction
~~.4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)~~

N/A

.5 Drawings

Number	Title	Date
G1.1	Title Sheet and Drawing Index	04.07.2025
G1.2	Master Keynote List	04.07.2025
G1.3	Code Analysis	04.07.2025
G1.4	Code Compliance Plan	04.07.2025
CS0.0	Boundary and Topographic Survey	04.07.2025
AS1.0	Architectural Site Demolition Plan	04.07.2025
AS1.1	Architectural Site Plan	04.07.2025
AS1.2	Architectural Site Details	04.07.2025
C0.0	Civil Notes	04.07.2025
C1.0	Civil Site Plan	04.07.2025
C2.0	Civil Demolition Plan	04.07.2025
C3.0	Civil Dimension Plan	04.07.2025
C4.0	Paving Plan	04.07.2025
C5.0	Grading Plan	04.07.2025
C6.0	Drainage Area Map	04.07.2025
C7.0	Storm Plan	04.07.2025
C7.1	Storm Profiles	04.07.2025
C8.0	Civil Details	04.07.2025
C9.0	Erosion Control Plan	04.07.2025
C9.1	Erosion Control Notes	04.07.2025
L1.1	Landscape Plan	04.07.2025
S0.0	Structural Notes	04.07.2025
S0.1	Structural Notes	04.07.2025
S1.0	Foundation Plan	04.07.2025
S1.1	Ceiling Framing Plan	04.07.2025
S1.2	Roof Framing Plan	04.07.2025
S1.3	Lateral Plan	04.07.2025
S5.0	Foundation Details	04.07.2025
S5.1	Framing Details	04.07.2025
S5.2	Steel Framing Details	04.07.2025
D1.1	Demolition Plans	04.07.2025
A1.0	Partition Types	04.07.2025
A1.1	Overall Floor Plan	04.07.2025
A1.2	Enlarged Floor Plan	04.07.2025
A1.3	Dimension Floor Plan	04.07.2025
A1.4	Roof Plan and Details	04.07.2025
A1.5	Roof Details	04.07.2025
A1.6	Enlarged Plans	04.07.2025
A1.7	Plan Details	04.07.2025
A2.1	Exterior Elevations	04.07.2025
A2.2	Building Sections	04.07.2025
A3.1	Wall Sections	04.07.2025
A3.2	Wall Sections	04.07.2025
A3.3	Section Details	04.07.2025
A4.1	Door Schedule & Door & Window Types	04.07.2025
A4.2	Door & Window Details	04.07.2025
A5.0	Typical Accessibility Details	04.07.2025
A5.1	Interior Elevations	04.07.2025

A5.2	Millwork Details	04.07.2025
A5.3	Millwork Details	04.07.2025
A6.1	Reflected Ceiling Plans & Details	04.07.2025
A7.1	Finish Floor Plans & Details	04.07.2025
A7.3	Interior Details	04.07.2025
A8.1	Furnishing Floor Plan	04.07.2025
MH1.1	Mechanical Floor Plan	04.07.2025
MH1.2	Mechanical Ceiling Plan	04.07.2025
MH6.1	Mechanical Roof Plan	04.07.2025
MH7.1	Mechanical Details, General Notes & Symbols	04.07.2025
MH7.2	Mechanical Details, General Notes & Symbols	04.07.2025
MH7.3	Mechanical Details, General Notes & Symbols	04.07.2025
MH8.1	Mechanical Schedules	04.07.2025
FP1.1	Fire Protection Floor Plan	04.07.2025
PD1.1	Plumbing Demolition Floor Plan	04.07.2025
PL1.1	Plumbing Floor Plan	04.07.2025
PL1.2	Plumbing Floor Plan	04.07.2025
PL6.1	Plumbing Roof Plan	04.07.2025
PL7.1	Plumbing Details, General Notes & Symbols	04.07.2025
PL7.2	Plumbing Details & Schedules	04.07.2025
PL9.1	Plumbing Risers	04.07.2025
PS1.1	Plumbing Site Plan	04.07.2025
ELD1.1	Lighting Demolition Floor Plan	04.07.2025
EL1.1	Lighting Floor Plan	04.07.2025
EL7.1	Lighting Details, Symbols, & General Notes	04.07.2025
EL8.1	Luminaire Schedule	04.07.2025
EL9.1	Lighting Control Chart	04.07.2025
ES1.1	Electrical Site Plan	04.07.2025
ES1.1A	Photometric Site Plan	04.07.2025
EP1.1	Electrical Floor Plan	04.07.2025
EP7.1	Electrical Details, Symbols & General Notes	04.07.2025
EP7.2	Electrical Details	04.07.2025
EP8.1	Electrical Panel Schedule and Riser	04.07.2025
ET1.1	Electrical Communications Floor Plan	04.07.2025
ET7.1	Communications Details & Symbols	04.07.2025
FA1.1	Fire Alarm Floor Plan	04.07.2025

.6 Specifications

Section	Title	Date	Pages
000107	Seals Page	04.07.2025	000107-1 – 000107-1
000115	List of Drawing Sheets	04.07.2025	000115-1 – 000115-2
003119	Existing Condition Information	04.07.2025	003119-1 – 003119-2
003132	Geotechnical Data	04.07.2025	003132-1 – 003132-1
005000A	AIA A101 Standard Form of Agreement	04.07.2025	005000A-1 – 005000A-1
007000A	AIA A201 General Conditions	04.07.2025	007000A-1 – 007000A-1
011000	Summary	04.07.2025	011000-1 – 011000-4
012100	Allowances	04.07.2025	012100-1 – 012100-2
012300	Alternates	04.07.2025	012300-1 – 012300-2
012500	Substitution Procedures	04.07.2025	012500-1 – 012500-3
012500A	Attachment A (Substitution Request Form)	04.07.2025	012500A-1 – 012500A-1
012600	Contract Modification Procedures	04.07.2025	012600-1 – 012600-2
012900	Payment Procedures	04.07.2025	012900-1 – 012900-3
013100	Project Management and Coordination	04.07.2025	013100-1 – 013100-8

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013200	Construction Progress Documentation	04.07.2025	013200-1 – 013200-2
013233	Photographic Documentation	04.07.2025	013233-1 – 013233-2
013300	Submittal Procedures	04.07.2025	013300-1 – 013300-8
014000	Quality Requirements	04.07.2025	014000-1 – 014000-5
014200	References	04.07.2025	014200-1 – 014200-5
014339	Mockups	04.07.2025	014339-1 – 014339-1
015000	Temporary Facilities and Controls	04.07.2025	015000-1 – 015000-9
015639	Temporary Tree and Plant Protection	04.07.2025	015639-1 – 015639-6
016000	Product Requirements	04.07.2025	016000-1 – 016000-6
017300	Execution	04.07.2025	017300-1 – 017300-6
017419	Construction Waste Management and Disposal	04.07.2025	017419-1 – 017419-2
017700	Closeout Procedures	04.07.2025	017700-1 – 017700-5
017823	Operation and Maintenance Data	04.07.2025	017823-1 – 017823-4
017839	Project Record Documents	04.07.2025	017839-1 – 017839-2
017900	Demonstration and Training	04.07.2025	017900-1 – 017900-4
019100	Building Systems Commissioning	04.07.2025	019100-1 – 019100-2:
019113	General Commissioning Requirements	04.07.2025	019113-1 – 019113-11
024116	Structure Demolition	04.07.2025	024116-1 – 024116-4
024119	Selective Demolition	04.07.2025	024119-1 – 024119-5
031100	Concrete Formwork	04.07.2025	031100-1 – 031100-7
032000	Concrete Reinforcement	04.07.2025	032000-1 – 032000-4
033000	Cast-in-Place Concrete	04.07.2025	033000-1 – 033000-11
033053	Miscellaneous Cast-in-Place Concrete	04.07.2025	033053-1 – 033053-6
042000	Unit Masonry	04.07.2025	042000-1 – 042000-1:
047200	Cast Stone Masonry	04.07.2025	047200-1 – 047200-7
051200	Structural Steel Framing	04.07.2025	051200-1 – 051200-8
054000	Cold-Formed Metal Framing	04.07.2025	054000-1 – 054000-1
055000	Metal Fabrications	04.07.2025	055000-1 – 055000-6
061000	Rough Carpentry	04.07.2025	061000-1 – 061000-5
061600	Sheathing	04.07.2025	061600-1 – 061600-8
064116	Plastic-Laminate-Clad Architectural Cabinets	04.07.2025	064116-1 – 064116-6
067300	Composite Decking	04.07.2025	067300-1 – 067300-4
071326	Self-Adhering Sheet Waterproofing	04.07.2025	071326-1 – 071326-5
072100	Thermal Insulation	04.07.2025	072100-1 – 072100-4
072600	Vapor Retarders	04.07.2025	072600-1 – 072600-2
072726	Fluid-Applied Membrane Air Barriers	04.07.2025	072726-1 – 072726-6
074113.16	Standing-Seam Metal Roof Panels	04.07.2025	074113.16-1 – 07411:
074213.13	Formed Metal Wall Panels	04.07.2025	074213.13-1 – 07421:
075216	SBS Modified Bituminous Membrane Roofing	04.07.2025	075216-1 – 075216-1:
076200	Sheet Metal Flashing and Trim	04.07.2025	076200-1 – 076200-9
077100	Roof Specialties	04.07.2025	077100-1 – 077100-9
077200	Roof Accessories	04.07.2025	077200-1 – 077200-5
078413	Penetration Firestopping	04.07.2025	078413-1 – 078413-6
078443	Joint Firestopping	04.07.2025	078443-1 – 078443-5
079200	Joint Sealants	04.07.2025	079200-1 – 079200-7
079513.13	Interior Expansion Joint Cover Assemblies	04.07.2025	079513.13-1 – 07951:
079513.16	Exterior Expansion Joint Cover Assemblies	04.07.2025	079513.16-1 – 07951:
081113	Hollow Metal Doors and Frames	04.07.2025	081113-1 – 081113-7
081416	Flush Wood Doors	04.07.2025	081416-1 – 081416-5
083113	Access Doors and Frames	04.07.2025	083113-1 – 083113-4
084113	Aluminum-Framed Entrances and Storefronts	04.07.2025	084113-1 – 084113-11
085113	Aluminum Windows	04.07.2025	085113-1 – 085113-5
087100	Door Hardware	04.07.2025	087100-1 – 087100-21

088000	Glazing	04.07.2025	088000-1 – 088000-1
092216	Non-Structural Metal Framing	04.07.2025	092216-1 – 092216-1
092900	Gypsum Board	04.07.2025	092900-1 – 092900-7
093013	Ceramic Tiling	04.07.2025	093013-1 – 093013-11
095123	Acoustical Tile Ceilings	04.07.2025	195123-1 – 095123-4
096513	Resilient Base and Accessories	04.07.2025	096513-1 – 096513-3
096519	Resilient Tile Flooring	04.07.2025	096519-1 – 096519-4
096813	Tile Carpeting	04.07.2025	096813-1 – 196813-5
099113	Exterior Painting	04.07.2025	099113-1 – 099113-6
099123	Interior Painting	04.07.2025	099123-1 – 099123-7
101100	Visual Display Units	04.07.2025	101100-1 – 101100-3
101416	Plaques	04.07.2025	101416-1 – 101416-4
101423.16	Room-Identification Panel Signage	04.07.2025	101423.16-1 – 101423.16-1
102113.19	Plastic Toilet Compartments	04.07.2025	102113.19-1 – 102113.19-1
102600	Wall and Door Protection	04.07.2025	102600-1 – 102600-3
102800	Toilet, Bath, and Laundry Accessories	04.07.2025	102800-1 – 102800-4
104413	Fire Protection Cabinets	04.07.2025	104413-1 – 104413-4
104416	Fire Extinguishers	04.07.2025	104416-1 – 104416-2
105613	Metal Storage Shelving	04.07.2025	105613-1 – 105613-4
113013	Residential Appliances	04.07.2025	113013-1 – 113013-2
113300	Retractable Stairs	04.07.2025	113300-1 – 113300-3
122413	Roller Window Shades	04.07.2025	122413-1 – 122413-5
123661.19	Quartz Agglomerate Countertops	04.07.2025	123661.19-1 – 123661.19-1
210010	Basic Fire Protection System Requirements	04.07.2025	210010-1 – 210010-1
210090	Fire Protection System Submittal Procedures	04.07.2025	210090-1 – 210090-5
211314	Fire Protection System	04.07.2025	211314-1 – 211314-1
220000	Basic Plumbing Requirements	04.07.2025	220000-1 – 220000-1
220090	Plumbing Submittal Procedures	04.07.2025	220090-1 – 220090-5
220554	Plumbing Identification	04.07.2025	220554-1 – 220554-6
220720	Piping Insulation	04.07.2025	220720-1 – 220720-8
220800	Commissioning of Plumbing	04.07.2025	220800-1 – 220800-6
221117	Domestic Water Piping and Appurtenances Copper	04.07.2025	221117-1 – 221117-11
221317	Soil, Waste and Sanitary Drain Piping, Vent Piping, and Appurtenances	04.07.2025	221317-1 – 221317-11
221318	Condensate Piping	04.07.2025	221318-1 – 221318-4
221601	Fuel Gas Piping and Appurtenances	04.07.2025	221601-1 – 221601-6
223334	Access Doors	04.07.2025	223334-1 – 223334-2
224001	Plumbing Fixtures and Fixture Carriers	04.07.2025	224001-1 – 224001-11
230000	Basic Mechanical Requirements	04.07.2025	230000-1 – 230000-1
230090	HVAC Submittal Procedures	04.07.2025	230090-1 – 230090-4
230529	Hangers and Supports for HVAC Piping & Equipment	04.07.2025	230529-1 – 230529-5
230533	Roof Curb Adapters	04.07.2025	230533-1 – 230533-2
230553	Identification for HVAC Piping & Equipment	04.07.2025	230553-1 – 200553-6
230593	Testing, Adjusting, and Balancing for HVAC	04.07.2025	230593-1 – 230593-9
230713	Duct and Grille Insulation	04.07.2025	230713-1 – 230713-5
230721	Refrigerant Piping Insulation	04.07.2025	230721-1 – 230721-3
230800	Commissioning of HVAC	04.07.2025	230800-1 – 230800-7
230913	Programmable Control Devices for HVAC	04.07.2025	230913-1 – 230913-2
230923	Sequence of Operations VRF Sequences	04.07.2025	230923-1 – 230913-1
232300	Refrigerant Piping	04.07.2025	232300-1 – 232300-3
233113	Metal Ductwork	04.07.2025	233113-1 – 233113-11
233333	Access Doors	04.07.2025	233333-1 – 233333-2

233416	HVAC Fans	04.07.2025	233416-1 – 233416-4
233713	Diffusers, Registers, and Grilles	04.07.2025	233713-1 – 233713-3
234323	Bipolar Ionization Air Purification System	04.07.2025	234323-1 – 234323-4
238126	Split System HVAC Units	04.07.2025	238126-1 – 238126-5
238127	Small Capacity Split System Units	04.07.2025	238127-1 – 238127-4
238130	Variable Refrigerant Flow HVAC Systems	04.07.2025	238130-1 – 238130-1
260000	Electrical	04.07.2025	260000-1 – 260000-8
260505	Selective Demolition for Electrical	04.07.2025	260505-1 – 260505-2
260519	Low Voltage Electrical Power Conductors and Cables	04.07.2025	260519-1 – 260519-3
260526	Grounding and Bonding for Electrical Systems	04.07.2025	260526-1 – 260526-5
260533	Raceways and Boxes for Electrical Systems	04.07.2025	260533-1 – 260533-1
260553	Identification for Electrical Systems	04.07.2025	260553-1 – 260553-4
260573	Power System Studies	04.07.2025	260573-1 – 260573-2
260800	Commissioning of Electrical Systems	04.07.2025	260800-1 – 260800-1
260913	Electrical Power Monitoring	04.07.2025	260913-1 – 260913-3
260916	Electrical Control Components	04.07.2025	260916-1 – 260916-2
260923	Lighting Control Components	04.07.2025	260923-1 – 260923-1
262000	Low Voltage Electrical Distribution	04.07.2025	262000-1 – 262000-8
262726	Wiring Devices	04.07.2025	262726-1 – 262726-4
263213	Engine Generators	04.07.2025	263213-1 – 263213-6
264300	Surge Protective Devices	04.07.2025	264300-1 – 264300-4
265000	Lighting	04.07.2025	265000-1 – 265000-7
271030	Data Cable Plant	04.07.2025	271030-1 – 271030-1
280544	Emergency Responder Radio Coverage System	04.07.2025	280544-1 – 280544-1
284621	Fire Detection and Alarm System	04.07.2025	284621-1 – 284621-2
311000	Site Clearing	04.07.2025	311000-1 – 311000-5
312000	Earth Moving	04.07.2025	312000-1 – 312000-1
312319	Dewatering	04.07.2025	312319-1 – 312319-4
313116	Termite Control	04.07.2025	313116-1 – 313116-3
315000	Excavation Support and Protection	04.07.2025	315000-1 – 315000-5
316329	Drilled Concrete Piers and Shafts	04.07.2025	316329-1 – 316329-9
320523	Concrete for Exterior Improvements	04.07.2025	320523-1 – 320523-6
321313	Concrete Paving	04.07.2025	321313-1 – 321313-1
321373	Concrete Paving Joint Sealants	04.07.2025	321373-1 – 321373-4
321723	Pavement Markings	04.07.2025	321723-1 – 321723-2
329200	Turf and Grasses	04.07.2025	329200-1 – 329200-5
330500	Common Work Results for Utilities	04.07.2025	330500-1 – 330500-5
333113	Site Sanitary Sewerage Gravity Piping	04.07.2025	333113-1 – 333113-1
334100	Storm Utility Drainage Piping	04.07.2025	334100-1 – 334100-9

.7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	04.24.2025	
Addendum No. 2	04.29.2025	
Addendum No. 3	05.02.2025	
Addendum No. 4	05.05.2025	
Addendum No. 5	05.08.2025	
Addendum No. 6	05.09.2025	
Addendum No. 7	05.15.2025	
Addendum No. 8	05.19.2025	

Addendum No. 9
Addendum No. 10

05.22.2025
05.22.2025

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

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------


.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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

OWNER (Signature)

(Printed name and title)



CONTRACTOR (Signature)

ADAM D. DEUK, PRESIDENT

(Printed name and title)

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:15:56 CDT on 05/26/2026.

Changes to original AIA text

PAGE 1

AGREEMENT made as of the ~~day~~Thirtieth Day of May in the year Two Thousand Twenty-Six

PAGE 2

A date set forth in a notice to proceed issued by the Owner.

PAGE 3

Not later than ~~←~~(TBD based on contract execution as stated in AIA201-2017 Article 3.10.1) calendar days from the date of commencement of the Work.

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~←~~(\$ two million, four hundred and ninety- four thousand, seventy four and zero cents (\$2,494,074.00)), subject to additions and deductions as provided in the Contract Documents.

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

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

<u>Contingency</u>	<u>\$0.00</u>
--------------------	---------------

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Item	Units and Limitations	Price per Unit (\$0.00)
<u>N/A</u>		

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§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, ~~Exhibit A, Insurance and Bonds~~, the Request for Proposal, and elsewhere in the Contract Documents.

§ 8.5.2 ~~The Contractor shall provide bonds as set forth in~~ The Contractor shall keep and maintain during the term of this Contract, a comprehensive general liability policy, with the City named as Additional Named Insured, with limits of the following:

- .1 Workers' Compensation and Employer's Liability in amounts required by law;
- .2 Commercial General Liability of not less than \$1,000,000.00 (combined single limit bodily injury and property damage per occurrence).
- .3 Automobile Liability
- .4 A copy of any current Certificates of Insurance included with your bid.
- .5 Thirty (30) days prior notice of policy cancellation shall be provided to the City. The Contractor shall furnish the City with a Certificate of Insurance evidencing such coverage. Such insurance shall include contractual liability insuring the indemnity agreements contained in this Contract.

§ 8.5.2 ~~The Contractor shall provide bonds as set forth in the Request for Proposal AIA Document A101™-2017-Exhibit A, and elsewhere in the Contract Documents.~~

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Section	Title	Date	Pages
000107	Seals Page	04.07.2025	000107-1 – 000107-1
000115	List of Drawing Sheets	04.07.2025	000115-1 – 000115-2
003119	Existing Condition Information	04.07.2025	003119-1 – 003119-2
003132	Geotechnical Data	04.07.2025	003132-1 – 003132-1
005000A	AIA A101 Standard Form of Agreement	04.07.2025	005000A-1 – 005000A-8
007000A	AIA A201 General Conditions	04.07.2025	007000A-1 – 007000A-39

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<u>011000</u>	<u>Summary</u>	<u>04.07.2025</u>	<u>011000-1 – 011000-4</u>
<u>012100</u>	<u>Allowances</u>	<u>04.07.2025</u>	<u>012100-1 – 012100-2</u>
<u>012300</u>	<u>Alternates</u>	<u>04.07.2025</u>	<u>012300-1 – 012300-2</u>
<u>012500</u>	<u>Substitution Procedures</u>	<u>04.07.2025</u>	<u>012500-1 – 012500-3</u>
<u>012500A</u>	<u>Attachment A (Substitution Request Form)</u>	<u>04.07.2025</u>	<u>012500A-1 – 012500A-2</u>
<u>012600</u>	<u>Contract Modification Procedures</u>	<u>04.07.2025</u>	<u>012600-1 – 012600-2</u>
<u>012900</u>	<u>Payment Procedures</u>	<u>04.07.2025</u>	<u>012900-1 – 012900-3</u>
<u>013100</u>	<u>Project Management and Coordination</u>	<u>04.07.2025</u>	<u>013100-1 – 013100-8</u>
<u>013200</u>	<u>Construction Progress Documentation</u>	<u>04.07.2025</u>	<u>013200-1 – 013200-2</u>
<u>013233</u>	<u>Photographic Documentation</u>	<u>04.07.2025</u>	<u>013233-1 – 013233-2</u>
<u>013300</u>	<u>Submittal Procedures</u>	<u>04.07.2025</u>	<u>013300-1 – 013300-8</u>
<u>014000</u>	<u>Quality Requirements</u>	<u>04.07.2025</u>	<u>014000-1 – 014000-5</u>
<u>014200</u>	<u>References</u>	<u>04.07.2025</u>	<u>014200-1 – 014200-5</u>
<u>014339</u>	<u>Mockups</u>	<u>04.07.2025</u>	<u>014339-1 – 014339-1</u>
<u>015000</u>	<u>Temporary Facilities and Controls</u>	<u>04.07.2025</u>	<u>015000-1 – 015000-9</u>
<u>015639</u>	<u>Temporary Tree and Plant Protection</u>	<u>04.07.2025</u>	<u>015639-1 – 015639-6</u>
<u>016000</u>	<u>Product Requirements</u>	<u>04.07.2025</u>	<u>016000-1 – 016000-6</u>
<u>017300</u>	<u>Execution</u>	<u>04.07.2025</u>	<u>017300-1 – 017300-6</u>
<u>017419</u>	<u>Construction Waste Management and Disposal</u>	<u>04.07.2025</u>	<u>017419-1 – 017419-2</u>
<u>017700</u>	<u>Closeout Procedures</u>	<u>04.07.2025</u>	<u>017700-1 – 017700-5</u>
<u>017823</u>	<u>Operation and Maintenance Data</u>	<u>04.07.2025</u>	<u>017823-1 – 017823-4</u>
<u>017839</u>	<u>Project Record Documents</u>	<u>04.07.2025</u>	<u>017839-1 – 017839-2</u>
<u>017900</u>	<u>Demonstration and Training</u>	<u>04.07.2025</u>	<u>017900-1 – 017900-4</u>
<u>019100</u>	<u>Building Systems Commissioning</u>	<u>04.07.2025</u>	<u>019100-1 – 019100-25</u>
<u>019113</u>	<u>General Commissioning Requirements</u>	<u>04.07.2025</u>	<u>019113-1 – 019113-10</u>
<u>024116</u>	<u>Structure Demolition</u>	<u>04.07.2025</u>	<u>024116-1 – 024116-4</u>
<u>024119</u>	<u>Selective Demolition</u>	<u>04.07.2025</u>	<u>024119-1 – 024119-5</u>
<u>031100</u>	<u>Concrete Formwork</u>	<u>04.07.2025</u>	<u>031100-1 – 031100-7</u>
<u>032000</u>	<u>Concrete Reinforcement</u>	<u>04.07.2025</u>	<u>032000-1 – 032000-4</u>
<u>033000</u>	<u>Cast-in-Place Concrete</u>	<u>04.07.2025</u>	<u>033000-1 – 033000-18</u>
<u>033053</u>	<u>Miscellaneous Cast-in-Place Concrete</u>	<u>04.07.2025</u>	<u>033053-1 – 033053-6</u>
<u>042000</u>	<u>Unit Masonry</u>	<u>04.07.2025</u>	<u>042000-1 – 042000-13</u>
<u>047200</u>	<u>Cast Stone Masonry</u>	<u>04.07.2025</u>	<u>047200-1 – 047200-7</u>
<u>051200</u>	<u>Structural Steel Framing</u>	<u>04.07.2025</u>	<u>051200-1 – 051200-8</u>
<u>054000</u>	<u>Cold-Formed Metal Framing</u>	<u>04.07.2025</u>	<u>054000-1 – 054000-11</u>
<u>055000</u>	<u>Metal Fabrications</u>	<u>04.07.2025</u>	<u>055000-1 – 055000-6</u>
<u>061000</u>	<u>Rough Carpentry</u>	<u>04.07.2025</u>	<u>061000-1 – 061000-5</u>
<u>061600</u>	<u>Sheathing</u>	<u>04.07.2025</u>	<u>061600-1 – 061600-8</u>
<u>064116</u>	<u>Plastic-Laminate-Clad Architectural Cabinets</u>	<u>04.07.2025</u>	<u>064116-1 – 064116-6</u>
<u>067300</u>	<u>Composite Decking</u>	<u>04.07.2025</u>	<u>067300-1 – 067300-4</u>
<u>071326</u>	<u>Self-Adhering Sheet Waterproofing</u>	<u>04.07.2025</u>	<u>071326-1 – 071326-5</u>
<u>072100</u>	<u>Thermal Insulation</u>	<u>04.07.2025</u>	<u>072100-1 – 072100-4</u>
<u>072600</u>	<u>Vapor Retarders</u>	<u>04.07.2025</u>	<u>072600-1 – 072600-2</u>
<u>072726</u>	<u>Fluid-Applied Membrane Air Barriers</u>	<u>04.07.2025</u>	<u>072726-1 – 072726-6</u>
<u>074113.16</u>	<u>Standing-Seam Metal Roof Panels</u>	<u>04.07.2025</u>	<u>074113.16-1 – 074113.16-11</u>
<u>074213.13</u>	<u>Formed Metal Wall Panels</u>	<u>04.07.2025</u>	<u>074213.13-1 – 074213.13-8</u>
<u>075216</u>	<u>SBS Modified Bituminous Membrane Roofing</u>	<u>04.07.2025</u>	<u>075216-1 – 075216-15</u>
<u>076200</u>	<u>Sheet Metal Flashing and Trim</u>	<u>04.07.2025</u>	<u>076200-1 – 076200-9</u>
<u>077100</u>	<u>Roof Specialties</u>	<u>04.07.2025</u>	<u>077100-1 – 077100-9</u>
<u>077200</u>	<u>Roof Accessories</u>	<u>04.07.2025</u>	<u>077200-1 – 077200-5</u>
<u>078413</u>	<u>Penetration Firestopping</u>	<u>04.07.2025</u>	<u>078413-1 – 078413-6</u>
<u>078443</u>	<u>Joint Firestopping</u>	<u>04.07.2025</u>	<u>078443-1 – 078443-5</u>
<u>079200</u>	<u>Joint Sealants</u>	<u>04.07.2025</u>	<u>079200-1 – 079200-7</u>
<u>079513.13</u>	<u>Interior Expansion Joint Cover Assemblies</u>	<u>04.07.2025</u>	<u>079513.13-1 – 079513.13-3</u>

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<u>079513.16</u>	<u>Exterior Expansion Joint Cover Assemblies</u>	<u>04.07.2025</u>	<u>079513.16-1 – 079513.16-3</u>
<u>081113</u>	<u>Hollow Metal Doors and Frames</u>	<u>04.07.2025</u>	<u>081113-1 – 081113-7</u>
<u>081416</u>	<u>Flush Wood Doors</u>	<u>04.07.2025</u>	<u>081416-1 – 081416-5</u>
<u>083113</u>	<u>Access Doors and Frames</u>	<u>04.07.2025</u>	<u>083113-1 – 083113-4</u>
<u>084113</u>	<u>Aluminum-Framed Entrances and Storefronts</u>	<u>04.07.2025</u>	<u>084113-1 – 084113-10</u>
<u>085113</u>	<u>Aluminum Windows</u>	<u>04.07.2025</u>	<u>085113-1 – 085113-5</u>
<u>087100</u>	<u>Door Hardware</u>	<u>04.07.2025</u>	<u>087100-1 – 087100-20</u>
<u>088000</u>	<u>Glazing</u>	<u>04.07.2025</u>	<u>088000-1 – 088000-11</u>
<u>092216</u>	<u>Non-Structural Metal Framing</u>	<u>04.07.2025</u>	<u>092216-1 – 092216-10</u>
<u>092900</u>	<u>Gypsum Board</u>	<u>04.07.2025</u>	<u>092900-1 – 092900-7</u>
<u>093013</u>	<u>Ceramic Tiling</u>	<u>04.07.2025</u>	<u>093013-1 – 093013-10</u>
<u>095123</u>	<u>Acoustical Tile Ceilings</u>	<u>04.07.2025</u>	<u>195123-1 – 095123-4</u>
<u>096513</u>	<u>Resilient Base and Accessories</u>	<u>04.07.2025</u>	<u>096513-1 – 096513-3</u>
<u>096519</u>	<u>Resilient Tile Flooring</u>	<u>04.07.2025</u>	<u>096519-1 – 096519-4</u>
<u>096813</u>	<u>Tile Carpeting</u>	<u>04.07.2025</u>	<u>096813-1 – 196813-5</u>
<u>099113</u>	<u>Exterior Painting</u>	<u>04.07.2025</u>	<u>099113-1 – 099113-6</u>
<u>099123</u>	<u>Interior Painting</u>	<u>04.07.2025</u>	<u>099123-1 – 099123-7</u>
<u>101100</u>	<u>Visual Display Units</u>	<u>04.07.2025</u>	<u>101100-1 – 101100-3</u>
<u>101416</u>	<u>Plaques</u>	<u>04.07.2025</u>	<u>101416-1 – 101416-4</u>
<u>101423.16</u>	<u>Room-Identification Panel Signage</u>	<u>04.07.2025</u>	<u>101423.16-1 – 101423.16-4</u>
<u>102113.19</u>	<u>Plastic Toilet Compartments</u>	<u>04.07.2025</u>	<u>102113.19-1 – 102113.19-4</u>
<u>102600</u>	<u>Wall and Door Protection</u>	<u>04.07.2025</u>	<u>102600-1 – 102600-3</u>
<u>102800</u>	<u>Toilet, Bath, and Laundry Accessories</u>	<u>04.07.2025</u>	<u>102800-1 – 102800-4</u>
<u>104413</u>	<u>Fire Protection Cabinets</u>	<u>04.07.2025</u>	<u>104413-1 – 104413-4</u>
<u>104416</u>	<u>Fire Extinguishers</u>	<u>04.07.2025</u>	<u>104416-1 – 104416-2</u>
<u>105613</u>	<u>Metal Storage Shelving</u>	<u>04.07.2025</u>	<u>105613-1 – 105613-4</u>
<u>113013</u>	<u>Residential Appliances</u>	<u>04.07.2025</u>	<u>113013-1 – 113013-2</u>
<u>113300</u>	<u>Retractable Stairs</u>	<u>04.07.2025</u>	<u>113300-1 – 113300-3</u>
<u>122413</u>	<u>Roller Window Shades</u>	<u>04.07.2025</u>	<u>122413-1 – 122413-5</u>
<u>123661.19</u>	<u>Quartz Agglomerate Countertops</u>	<u>04.07.2025</u>	<u>123661.19-1 – 123661.19-4</u>
<u>210010</u>	<u>Basic Fire Protection System Requirements</u>	<u>04.07.2025</u>	<u>210010-1 – 210010-11</u>
<u>210090</u>	<u>Fire Protection System Submittal Procedures</u>	<u>04.07.2025</u>	<u>210090-1 – 210090-5</u>
<u>211314</u>	<u>Fire Protection System</u>	<u>04.07.2025</u>	<u>211314-1 – 211314-12</u>
<u>220000</u>	<u>Basic Plumbing Requirements</u>	<u>04.07.2025</u>	<u>220000-1 – 220000-11</u>
<u>220090</u>	<u>Plumbing Submittal Procedures</u>	<u>04.07.2025</u>	<u>220090-1 – 220090-5</u>
<u>220554</u>	<u>Plumbing Identification</u>	<u>04.07.2025</u>	<u>220554-1 – 220554-6</u>
<u>220720</u>	<u>Piping Insulation</u>	<u>04.07.2025</u>	<u>220720-1 – 220720-8</u>
<u>220800</u>	<u>Commissioning of Plumbing</u>	<u>04.07.2025</u>	<u>220800-1 – 220800-6</u>
<u>221117</u>	<u>Domestic Water Piping and Appurtenances Copper</u>	<u>04.07.2025</u>	<u>221117-1 – 221117-10</u>
<u>221317</u>	<u>Soil, Waste and Sanitary Drain Piping, Vent Piping, and Appurtenances</u>	<u>04.07.2025</u>	<u>221317-1 – 221317-10</u>
<u>221318</u>	<u>Condensate Piping</u>	<u>04.07.2025</u>	<u>221318-1 – 221318-4</u>
<u>221601</u>	<u>Fuel Gas Piping and Appurtenances</u>	<u>04.07.2025</u>	<u>221601-1 – 221601-6</u>
<u>223334</u>	<u>Access Doors</u>	<u>04.07.2025</u>	<u>223334-1 – 223334-2</u>
<u>224001</u>	<u>Plumbing Fixtures and Fixture Carriers</u>	<u>04.07.2025</u>	<u>224001-1 – 224001-10</u>
<u>230000</u>	<u>Basic Mechanical Requirements</u>	<u>04.07.2025</u>	<u>230000-1 – 230000-12</u>
<u>230090</u>	<u>HVAC Submittal Procedures</u>	<u>04.07.2025</u>	<u>230090-1 – 230090-4</u>
<u>230529</u>	<u>Hangers and Supports for HVAC Piping & Equipment</u>	<u>04.07.2025</u>	<u>230529-1 – 230529-5</u>
<u>230533</u>	<u>Roof Curb Adapters</u>	<u>04.07.2025</u>	<u>230533-1 – 230533-2</u>
<u>230553</u>	<u>Identification for HVAC Piping & Equipment</u>	<u>04.07.2025</u>	<u>230553-1 – 200553-6</u>
<u>230593</u>	<u>Testing, Adjusting, and Balancing for HVAC</u>	<u>04.07.2025</u>	<u>230593-1 – 230593-9</u>

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<u>230713</u>	<u>Duct and Grille Insulation</u>	<u>04.07.2025</u>	<u>230713-1 – 230713-5</u>
<u>230721</u>	<u>Refrigerant Piping Insulation</u>	<u>04.07.2025</u>	<u>230721-1 – 230721-3</u>
<u>230800</u>	<u>Commissioning of HVAC</u>	<u>04.07.2025</u>	<u>230800-1 – 230800-7</u>
<u>230913</u>	<u>Programmable Control Devices for HVAC</u>	<u>04.07.2025</u>	<u>230913-1 – 230913-2</u>
<u>230923</u>	<u>Sequence of Operations VRF Sequences</u>	<u>04.07.2025</u>	<u>230923-1 – 230913-1</u>
<u>232300</u>	<u>Refrigerant Piping</u>	<u>04.07.2025</u>	<u>232300-1 – 232300-3</u>
<u>233113</u>	<u>Metal Ductwork</u>	<u>04.07.2025</u>	<u>233113-1 – 233113-10</u>
<u>233333</u>	<u>Access Doors</u>	<u>04.07.2025</u>	<u>233333-1 – 233333-2</u>
<u>233416</u>	<u>HVAC Fans</u>	<u>04.07.2025</u>	<u>233416-1 – 233416-4</u>
<u>233713</u>	<u>Diffusers, Registers, and Grilles</u>	<u>04.07.2025</u>	<u>233713-1 – 233713-3</u>
<u>234323</u>	<u>Bipolar Ionization Air Purification System</u>	<u>04.07.2025</u>	<u>234323-1 – 234323-4</u>
<u>238126</u>	<u>Split System HVAC Units</u>	<u>04.07.2025</u>	<u>238126-1 – 238126-5</u>
<u>238127</u>	<u>Small Capacity Split System Units</u>	<u>04.07.2025</u>	<u>238127-1 – 238127-4</u>
<u>238130</u>	<u>Variable Refrigerant Flow HVAC Systems</u>	<u>04.07.2025</u>	<u>238130-1 – 238130-11</u>
<u>260000</u>	<u>Electrical</u>	<u>04.07.2025</u>	<u>260000-1 – 260000-8</u>
<u>260505</u>	<u>Selective Demolition for Electrical</u>	<u>04.07.2025</u>	<u>260505-1 – 260505-2</u>
<u>260519</u>	<u>Low Voltage Electrical Power Conductors and Cables</u>	<u>04.07.2025</u>	<u>260519-1 – 260519-3</u>
<u>260526</u>	<u>Grounding and Bonding for Electrical Systems</u>	<u>04.07.2025</u>	<u>260526-1 – 260526-5</u>
<u>260533</u>	<u>Raceways and Boxes for Electrical Systems</u>	<u>04.07.2025</u>	<u>260533-1 – 260533-11</u>
<u>260553</u>	<u>Identification for Electrical Systems</u>	<u>04.07.2025</u>	<u>260553-1 – 260553-4</u>
<u>260573</u>	<u>Power System Studies</u>	<u>04.07.2025</u>	<u>260573-1 – 260573-2</u>
<u>260800</u>	<u>Commissioning of Electrical Systems</u>	<u>04.07.2025</u>	<u>260800-1 – 260800-11</u>
<u>260913</u>	<u>Electrical Power Monitoring</u>	<u>04.07.2025</u>	<u>260913-1 – 260913-3</u>
<u>260916</u>	<u>Electrical Control Components</u>	<u>04.07.2025</u>	<u>260916-1 – 260916-2</u>
<u>260923</u>	<u>Lighting Control Components</u>	<u>04.07.2025</u>	<u>260923-1 – 260923-12</u>
<u>262000</u>	<u>Low Voltage Electrical Distribution</u>	<u>04.07.2025</u>	<u>262000-1 – 262000-8</u>
<u>262726</u>	<u>Wiring Devices</u>	<u>04.07.2025</u>	<u>262726-1 – 262726-4</u>
<u>263213</u>	<u>Engine Generators</u>	<u>04.07.2025</u>	<u>263213-1 – 263213-6</u>
<u>264300</u>	<u>Surge Protective Devices</u>	<u>04.07.2025</u>	<u>264300-1 – 264300-4</u>
<u>265000</u>	<u>Lighting</u>	<u>04.07.2025</u>	<u>265000-1 – 265000-7</u>
<u>271030</u>	<u>Data Cable Plant</u>	<u>04.07.2025</u>	<u>271030-1 – 271030-17</u>
<u>280544</u>	<u>Emergency Responder Radio Coverage System</u>	<u>04.07.2025</u>	<u>280544-1 – 280544-14</u>
<u>284621</u>	<u>Fire Detection and Alarm System</u>	<u>04.07.2025</u>	<u>284621-1 – 284621-25</u>
<u>311000</u>	<u>Site Clearing</u>	<u>04.07.2025</u>	<u>311000-1 – 311000-5</u>
<u>312000</u>	<u>Earth Moving</u>	<u>04.07.2025</u>	<u>312000-1 – 312000-14</u>
<u>312319</u>	<u>Dewatering</u>	<u>04.07.2025</u>	<u>312319-1 – 312319-4</u>
<u>313116</u>	<u>Termite Control</u>	<u>04.07.2025</u>	<u>313116-1 – 313116-3</u>
<u>315000</u>	<u>Excavation Support and Protection</u>	<u>04.07.2025</u>	<u>315000-1 – 315000-5</u>
<u>316329</u>	<u>Drilled Concrete Piers and Shafts</u>	<u>04.07.2025</u>	<u>316329-1 – 316329-9</u>
<u>320523</u>	<u>Concrete for Exterior Improvements</u>	<u>04.07.2025</u>	<u>320523-1 – 320523-6</u>
<u>321313</u>	<u>Concrete Paving</u>	<u>04.07.2025</u>	<u>321313-1 – 321313-11</u>
<u>321373</u>	<u>Concrete Paving Joint Sealants</u>	<u>04.07.2025</u>	<u>321373-1 – 321373-4</u>
<u>321723</u>	<u>Pavement Markings</u>	<u>04.07.2025</u>	<u>321723-1 – 321723-2</u>
<u>329200</u>	<u>Turf and Grasses</u>	<u>04.07.2025</u>	<u>329200-1 – 329200-5</u>
<u>330500</u>	<u>Common Work Results for Utilities</u>	<u>04.07.2025</u>	<u>330500-1 – 330500-5</u>
<u>333113</u>	<u>Site Sanitary Sewerage Gravity Piping</u>	<u>04.07.2025</u>	<u>333113-1 – 333113-12</u>
<u>334100</u>	<u>Storm Utility Drainage Piping</u>	<u>04.07.2025</u>	<u>334100-1 – 334100-9</u>

<u>Number</u>	<u>Date</u>	<u>Pages</u>
<u>Addendum No. 1</u>	<u>04.24.2025</u>	
<u>Addendum No. 2</u>	<u>04.29.2025</u>	
<u>Addendum No. 3</u>	<u>05.02.2025</u>	
<u>Addendum No. 4</u>	<u>05.05.2025</u>	
<u>Addendum No. 5</u>	<u>05.08.2025</u>	
<u>Addendum No. 6</u>	<u>05.09.2025</u>	
<u>Addendum No. 7</u>	<u>05.15.2025</u>	
<u>Addendum No. 8</u>	<u>05.19.2025</u>	
<u>Addendum No. 9</u>	<u>05.22.2025</u>	
<u>Addendum No. 10</u>	<u>05.22.2025</u>	

Variable Information

PAGE 1

AGREEMENT made as of the ~~day~~Thirtieth Day of May in the year Two Thousand Twenty-Six

City of Seabrook

1701 First Street

Seabrook, TX 77586

MCA Construction.

11100 Brittmoore Park Dr., Suite 200

Houston, TX 77041

City of Seabrook

Volunteer Fire Station Addition and Renovation

1850 E. Meyer Ave

Seabrook, TX 77586

Brown Reynolds Watford Architects, Inc. (BRW)

175 Century Square Drive, Suite 350

College Station, TX 77840

PAGE 2

A date set forth in a notice to proceed issued by the Owner.

PAGE 3

Not later than ~~(TBD based on contract execution as stated in AIA201-2017 Article 3.10.1)~~ calendar days from the date of commencement of the Work.

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User Notes:

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§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~(\$ two million, four hundred and ninety- four thousand, seventy four and zero cents (\$2,494,074.00))~~, subject to additions and deductions as provided in the Contract Documents.

\$500.00 per day

PAGE 4

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the subsequent month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

PAGE 5

10%

N/A

N/A

N/A

N/A

PAGE 6

[X] Litigation in a court of competent jurisdiction

The Contractor shall negotiate a termination fee prior to execution.

Kevin Rodgers

1850 E Meyer Ave, Seabrook, TX 77586

krodgers@scabrooktx.gov

281-291-5787

Adam Delk, President, 11100 Brittmoores Park Dr, Houston, Tx, 77041, Adam.Delk@mcacom.com

Mark Sams, COO, 11100 Brittmoores Park Dr., Houston, Tx, 77041, Mark.Sams@mcacom.com

Jennifer Richard, Sr. Project Manager, 11100 Brittmoores Park Dr., Houston, Tx 77041, Jennifer.Richard@mcacom.com

PAGE 7

As required by Section 2252.908, Texas Government Code, if this Contract requires an action or vote by the City before the contract may be signed, or has a value of at least \$1 million, then the City may not enter into such Contract unless the Contractor submits a disclosure of interested parties to the City at the time the Contractor submits the signed Contract to the City. The Contractor agrees to submit such disclosure as required by Section 2252.908 of the Texas Government Code on the form 1295, prescribed by the Texas Ethics Commission, unless

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the Contractor is a publicly traded entity or a wholly owned subsidiary of same, in which case no disclosure is required. The Contractor agrees to access the Texas Ethics Commission website and complete the form 1295, receive a confirmation number and a PDF version of the completed form 1295, execute and notarize a hard copy version of the completed form 1295, and submit it, along with the confirmation number, to the City.

The Contractor hereby certifies that it and its parent company, wholly-owned or majority-owned subsidiaries, and other affiliates comply with and agree to abide by the requirements of Texas Government Code Chapter 2252 (foreign terrorist organizations prohibited), Chapter 2264 (undocumented workers), Chapter 2271 (boycott-Israel), and Chapter 2274, Texas Government Code (boycotts-energy company; discrimination – firearms entity or trade association)

The Contractor hereby certifies that it and its parent company, wholly-owned or majority-owned subsidiaries, and other affiliates comply with and agree to abide by the requirements of Texas Labor Code, Sec. 406.069 (required coverage for certain building or construction contractors).

PAGE 8

N/A

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 15:15:56 CDT on 05/26/2026 under Order No. 20250111961 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.



(Signed)



(Title)



(Dated)

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User Notes:

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June 2026

June 2026							July 2026						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	1	2	3	4	5	6	5	6	7	1	2	3	4
14	15	16	17	18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30					26	27	28	29	30	31	

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
May 31	Jun 1	2	3	4	5	6
7	8	9	10	11	12	13
14	15 7:00am Set up Council Chambers for court (City Council Chambers) - Natalie Stephens	16 6:00pm Council Meeting - Amanda Morales	17	18	19	20
21	22	23	24 7:30am Canvass of Runoff Election 3:30pm Council of Mayors meeting 6:00pm Canvass Runoff	25	26	27
28	29	30 10:00am City of Seabrook + Local Policy Lab (https://zoom.us/j/97606144099) - Raven	Jul 1	2	3	4

July 2026

July 2026							August 2026						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	1	2	3	4	2	3	4	5	6	7	1
12	13	14	8	9	10	11	9	10	11	12	13	14	8
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30	31					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 28	29	30	Jul 1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21 6:00pm Council Meeting - Amanda Morales	22 3:30pm Council of Mayors meeting (BAHEP ; 1150 Gemini Street, Houston, TX 77058) - Harriet	23	24	25
26	27	28	29	30	31	Aug 1