



**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, JANUARY 7, 2025 - 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, JANUARY 7, 2025 AT 6:00 PM** IN THE CITY HALL CITY COUNCIL CHAMBERS, 1700 1ST STREET, 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. 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

2. PRESENTATIONS

2.1 Presentation honoring and recognizing the retirement of long time City employee, Kevin Padgett, Director of Public Works, and his hard work, loyalty, dedication, and accomplishments. *Thom Kolupski, Mayor of Seabrook*

2.2 Presentation to recognize Snap Fitness Seabrook as the Seabrook Economic Development Corporation's Business of the Year Award for 2024.

3. CONSENT AGENDA

3.1 Approve the minutes of the December 3, 2024 City Council Meeting

4. BOARDS AND COMMISSIONS

4.1 Consider and take action on the approval of a Council Member, applications from Old Seabrook residents, business owners, and agency and board representatives nominations for membership onto the Bayside Park Extension Stakeholder Group.
Gayle Cook, City Manager

5. BID AWARDS

5.1 Approve the rejection of bids; as only one bid received, from RFP 2024-16-335 Sidewalk Removal and Replacement Project and rebid using Civcast. *Brian Craig, City Engineer*

5.2 Consider and take all appropriate action on bid award and execution of a contract for RFP 2024-08-336, Old State Highway 146 Interconnect to Bull-G Construction LLC, not to exceed \$510,911.00. *Brian Craig, City Engineer*

6. OLD BUSINESS

6.1 Hear a presentation and consider and take all appropriate action on options from Progressive Commercial Aquatics regarding the Seabrook Pelican Bay Pool designs. *Brian Craig, City Engineer*

6.2 Consider and take all appropriate action on the extension of the agreement between the City of Seabrook and Driver & Rescue Club LLC, lessee of the property located at 2613 ½ NASA Parkway (operating as 'The Yard' at Barge295) for the continuation of temporary conditional exceptions to various codes and ordinances and providing for an extended period of six (6) months.

7. NEW BUSINESS

7.1 Consider and take all appropriate action on Resolution 2025-01, Expressing finance expenditures to be incurred, relating to the Seabrook Police Station and Seabrook Pelican Bay Pool.

RESOLUTION EXPRESSING INTENT TO FINANCE EXPENDITURES TO BE INCURRED

7.2 Consider and take all appropriate action on Resolution 2025-02 designating the City's official newspaper. *Gayle Cook, City Manager*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS DESIGNATING THE CITY'S OFFICIAL NEWSPAPER, PURSUANT TO SECTION 11.12 OF THE CHARTER OF THE CITY OF SEABROOK, FOR PUBLICATION OF ALL ORDINANCES, NOTICES, AND OTHER MATTER.

7.3 Consider and take all appropriate action on Resolution 2025-03 for acceptance of the Hazard Mitigation Grant Program Sub-Award DR-4485-0142 for Seabrook Fire Station Generator. *Kevin Rodgers, Fire Marshal | Emergency Management Coordinator*

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, AUTHORIZING THE CITY MANAGER TO ACCEPT A FEMA HAZARD MITIGATION GRANT PROGRAM SUB-AWARD FROM THE TEXAS DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (TDEM) AND TO EXECUTE ALL SUBSEQUENT GRANT AGREEMENTS ASSOCIATED WITH HMGP GRANT, DR-4885-0142, CITY OF SEABROOK FIRE STATION GENERATOR; AUTHORIZING THE CITY MANAGER TO EXECUTE THE “AWARD LETTER” ATTACHED HERETO AS EXHIBIT “A”; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO PROCEED WITH THE PROJECT.

7.4 Consider and take all appropriate action on Resolution 2025-04 of HMGP Grant application submittal for Severe Weather DR-4781 Outdoor Early Warning System
Kevin Rodgers, Fire Marshal | Emergency Management Coordinator

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, AUTHORIZING THE SUBMISSION OF A 404 HAZARD MITIGATION ASSISTANCE GRANT APPLICATION (HMGP) TO THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT (TDEM) FOR SEABROOK EARLY WARNING SYSTEM (SBK10); AND AUTHORIZING THE MAYOR OR CITY MANAGER TO ACT AS THE CITY’S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY’S PARTICIPATION IN CONNECTION WITH THE FEMA DR-4781 HAZARD MITIGATION ASSISTANCE GRANT.

7.5 Consider and take all appropriate action on Resolution 2025-05 for HMGP Grant application submittal for Hurricane Beryl DR-4798 for Nasa Water Line Relocation
Kevin Rodgers, Fire Marshal | Emergency Management Coordinator

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, AUTHORIZING THE SUBMISSION OF A 404 HAZARD MITIGATION ASSISTANCE GRANT APPLICATION (HMGP) TO THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT (TDEM) FOR SEABROOK NASA WATER LINE RELOCATION (SBK20); AND AUTHORIZING THE MAYOR OR CITY MANAGER TO ACT AS THE CITY’S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY’S PARTICIPATION IN CONNECTION WITH THE FEMA DR-4798 HAZARD MITIGATION ASSISTANCE GRANT.

8. EXECUTIVE SESSION

8.1 Executive Session pursuant to Texas Government Code 551.074 to conduct a closed executive session to consult with attorney on legal issues associated with the industrial district agreements (IDA's).

9. OPEN SESSION

10. ROUTINE BUSINESS

10.1 City Manager update and report to City Council on various items that require no

action, including Seabrook Boards and Commissions, Transportation Projects, and City of Seabrook CIP Projects.

10.2 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 Friday, January 3, 2024 no later than 5:00 p.m. and that this notice will remain posted until the meeting has ended.

Rachel Lewis, TRMC





Proclamation

Whereas, Kevin Padgett has faithfully served the City of Seabrook for over 33 years, demonstrating exceptional leadership, commitment, and dedication to the betterment of our community; and

Whereas, he began his career with the city in 1992 as a Maintenance Worker and quickly advanced to roles including Utility Operator, Senior Utility Operator, Utility Supervisor, Assistant Public Works Director, and ultimately Public Works Director in 2017; and

Whereas, during his tenure, Kevin earned numerous valuable accreditations, including a Backflow Prevention Certificate, Plumbing Inspector License, Pesticide Applicator License, Pool and Spa Operator Certification, and the prestigious "Double A" licenses in both Water and Wastewater, exemplifying his dedication to professional excellence; and

Whereas, Kevin's unwavering commitment to excellence was instrumental in Public Works projects such as the construction of the Public Works Complex, the relocation of the Wastewater Plant, and the relocation of utilities for the SH 146 Expansion Project, in addition to overseeing countless emergency repairs; and

Whereas, under Kevin's leadership, the Parks Department flourished as part of Public Works, with the expansion of the trail system, the addition of splash pads, and the acquisition and development of parks such as Hester Park and Brummerhop Park; and

Whereas, he demonstrated resilience and dedication through countless tropical storms and major hurricanes, including the devastating Hurricane Ike, sacrificing time away from his family to ensure essential services were maintained for the City of Seabrook; and

Whereas, Kevin's family — his wife, Angela, and their children, Brooklyn and Kai — have supported him throughout his career, sharing him with the city as he devoted himself to the community; and

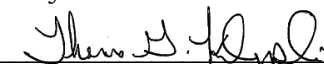
Whereas, as Kevin enters retirement, we acknowledge and express our deep gratitude for his decades of hard work, integrity, and dedication to the citizens of Seabrook; therefore, it is fitting to honor Kevin Padgett for his extraordinary service and to recognize his enduring legacy within our community.

NOW THEREFORE, I, Thom Kolupski, Mayor of the City of Seabrook, Texas, do hereby proclaim January 7, 2025, as Kevin Padgett Day in the City of Seabrook, in honor of his remarkable service and dedication to our city and its residents.

Kevin Padgett Day

In Witness Whereof: I have hereto set my hand and caused the Seal of the City to be affixed hereto, this, the 7th day of January 2025.

City of Seabrook



Thom Kolupski, Mayor



MEETING MINUTES
DECEMBER 3, 2024

SEABROOK CITY COUNCIL
REGULAR CITY COUNCIL MEETING

Mayor Thom Kolupski called the Seabrook Council Meeting to order at 6:00 p.m. in the Council Chambers in Seabrook City Hall. Present were City Councilmembers Thom Kolupski, Buddy Hammann, Jackie Rasco, Rob Hefner, Tom Tollett, Michael Giangrosso, Joe Machol. Also in attendance were: City Manager Gayle Cook, City Secretary Rachel Lewis, City Attorney David Olson, and Deputy City Manager Sean Landis. Pledges were conducted.

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

David Chen	Quality Hotel, Seabrook	Hotels struggling in Seabrook
Kelly Stewart	2510 Hollybrook	Hotel Occupancy Tax Volunteer

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

Councilmember Hefner made announcements regarding the following events:

Tree Lighting - December 5, 2024

Share Your Christmas Donations due by December 11, 2024

Breakfast With Santa - December 14, 2024

City Office Closures beginning at noon on December 23, 2024 through December 25, 2024.

City Office Closures beginning at noon on December 31, 2024 through January 1, 2025.

Tree Planting Day of Awesomeness - January 4, 2025

2. PRESENTATIONS

2.1 Presentation of a Partnership Proposal between the City of Seabrook and Space Center Houston as a Hotel Occupancy Tax (HOT) advertising project.

Eric Redecker and Brian Hayes with Space Center Houston presented the proposal.

See Attachment A. Mr. Redecker answered questions regarding the referrals to hotels from the Space Center website, and specific plans for referrals to Seabrook hotels.

2.2 Presentation requesting the city abandon Bay Vista Drive for the purpose of creating a private, gated street as prescribed in the City Code of Ordinance, Section 75-29: Closing Streets and Alleys.

Steve Belmonte presented the request. **See Attachment B.** Deputy City Manager Sean Landis explained the process to abandon the public road.

2.3 Presentation by the Open Space and Trails Committee regarding their recommended action for the City Council to approve the start of construction for CIP P19 Carothers Community Gardens Phase 2 Orchards during FY 2025.

Mayor Kolupski stated this item was pulled from the agenda and would not be considered.

3. CONSENT AGENDA

- 3.1 Approve the minutes of the November 19, 2024 City Council Meeting.
- 3.2 Consider and take all appropriate action on the second reading of Ordinance # 2024-27 a request to amend the Code of Ordinance of the City of Seabrook, by creating a definition for “Smoke and Head Shop”.
- 3.3 Consider and take all appropriate action on the second reading of Ordinance 2024-28 a request to amend the Code of the City of Seabrook, by creating a new definition for “(CBD) Cannabidiol Sales”, and creating new associated parking regulations.
- 3.4 Consider and take all appropriate action on the second reading of Ordinance # 2024-29 a request to amend the Code of the City of Seabrook, by creating a definition for “Vape Shop”, adding “Vape Shop” to Table 3-A “Uses Permitted by Right and Conditional Uses, and creating new associated parking regulations.
- 3.5 Consider and take all appropriate action on the second reading of Ordinance # 2024-30 a request to amend the Code of the City of Seabrook, by creating a definition for “Mobile Food Vendor”, adding “Mobile Food Vendor” to Table 3-A “Uses Permitted by Right and Conditional Uses”, and creating new associated parking regulations.
- 3.6 Consider and take all appropriate action on the second reading of Ordinance 2024-31 a request to update the City of Seabrook Official Zoning Map.
- 3.7 Consider and take all appropriate action on the second reading of Ordinance 2024-32 a request to amend the Code of the City of Seabrook, by creating a definition for “Mobile Vending”, adding “Mobile Vending” to Table 3-A “Uses Permitted by Right and Conditional Uses”, and creating new associated parking regulations.
- 3.8 Consider and take all appropriate action on the second reading of Ordinance 2024-34, modifying and continuing a Civil Service Classification System to approve a program for Lateral Police Officers.
- 3.9 Consider and take all appropriate action on the approval of the second reading of Ordinance 2024-35, Update to Speed Limits and Zones, and establishing speed limits on State Highway 146 Frontage Roads in the City limits of the City of Seabrook until Texas Department of Transportation (TxDOT) completes engineering and traffic study.
- 3.10 Consider and take all appropriate action on a recommendation to approve authorizing the City of Seabrook to participate in the Kroger Settlement Agreement related to opioid claims.

Motion:	To Approve the Consent Agenda
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 4 Giangrosso
Vote:	Passed unanimously by all present

4. OLD BUSINESS

4.1 Consider and take all appropriate action on the second reading of Ordinance 2024-33, Amending the Park Regulations for changes in the Park Hours

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 2 Hefner
Vote:	Passed unanimously by all present

4.2 Hear a report and take any appropriate action on the Seabrook Water Supply Feasibility project. *Kerry Lackey, PE, Cobb, Fendley & Associates, Inc.*

Kerry Lackey of Cobb Fendley & Associates presented the feasibility report. **See attachment C.** City Manager Gayle Cook explained that becoming a partner with the plant rather than relying on Pasadena would significantly decrease the cost of water to the City. The increase in this infrastructure would allow the City to become a partner. She stated there could be grants to cover the cost of these improvements. No further action was taken.

4.3 Consider and take all appropriate action on the approval of appointments of members to the Hotel Occupancy Tax (HOT) Advisory Board including 2 Council Members, 2 Lodging Facility Owners or Business Owners and 2 Citizens.

Councilmember Hammann suggested that two Councilmembers interview the applicants. There were some other interested parties who would also like to apply.

Motion:	To postpone until all applications were received.
Made By:	At-Large Position 1 Rasco
Seconded By:	At-Large Position 4 Giangrosso
Vote:	Passed unanimously by all present

Motion:	To Approve Councilmembers Rasco and Giangrosso to interview ap
Made By:	At-Large Position 5 Hammann
Seconded By:	At-Large Position 3 Tollett
Vote:	Passed unanimously by all present

4.4 Consider and take all appropriate action to approve or provide direction regarding an alternative researched site for a new Police Station, and determine whether it should replace the currently proposed site.

City Manager Cook presented the researched site at a cost of \$2,700,000. **See attachment D.** Councilmember Hefner stated the purchase of the property would not only be an additional cost to the citizens, it would also take the possibility of all future ad valorem tax income from the City. Council requested a public meeting be held to explain the options to the residents and to receive input from them. Chief Rolf Nelson was asked if this location would be a good one for the police station, and he stated it would be since it was outside a flood zone. No further action was taken.

5. NEW BUSINESS

- 5.1 Consider and take all appropriate action to authorize the Bay Vista Property Owners Association (POA) and City Staff to proceed with the abandonment of Bay Vista Drive in accordance with the City Code of Ordinance, Section 75-29: Closing Streets and Alleys.**

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

- 5.2 Consider and take all action to establish a Stakeholder Committee for the Bayside Park expansion project at the Main Street Wastewater Treatment Plant site, defining its composition to include representatives from the Open Space and Trails Committee, Economic Development Corporation, City Council, Old Seabrook businesses, Old Seabrook residents, City staff, and an outside consultant, as part of the Professional Services Agreement with Kimley Horn.**

Councilmember Hammann presented the need for the committee. He proposed one member from each of the groups listed be to establish an advisory committee to work with Kimley Horn. Mayor Kolupski stated the groups could be contacted so they could designate committee members to begin to meet with Kimley Horn in January. City Manager Cook stated the City would develop handouts to get members of the proposed groups. No other action was taken.

- 5.3 Consider and take all appropriate action on the continuation of the annual Celebration Seabrook event hosted by the City, and consideration of an alternate organization to host the event.**

Councilmember Hammann presented the item. City Manager Cook and Finance Director Mike Gibbs presented the budget costs stating the \$100,000 total costs are funded by the Economic Development Corporation and HOT funds. He explained the general fund does not fund the event due to the sponsorship and vendors.

Councilmember Machol recommended a civic group take over the operation of the celebration and the City fund with the HOT funds. Councilmember Hefner requested the event be changed or moved to attract more people to businesses and the request by other members of Council was to move it to Main Street.

Motion:	To form a committee for the event
Made By:	At-Large Position 1 Rasco
Seconded By:	At-Large Position 6 Machol
Vote:	Failed with Councilmembers Rasco and Machol voting in favor, and Councilmembers Kolupski, Hammann, Hefner, Giangrosso, and Tollett voting opposed.

- 5.4 Consider and take all appropriate action on a recommendation from the Seabrook Open Space and Trails Committee for the City Council to approve the start of construction for CIP P19 Carothers Community Gardens Phase 2 Orchards during FY 2025.**

Mayor Kolupski stated the item was pulled from consideration.

- 5.5 Consider and take all appropriate action to provide direction to city staff regarding**

the removal of temporary signs following the near completion of State Highway 146. Examples of this type of signage include bandit signs, wind-driven signs, and off-premise advertising.

Deputy City Manager Sean Landis presented the item explaining that code enforcement of temporary signs was relaxed during the construction of Highway 146, but staff needed direction as to whether the enforcement should begin again. He stated he anticipated business owners would be in opposition of this enforcement. Councilmember Hefner recommended the business owners who had the signs be contacted about the signs which were out of compliance, and also ask the businesses for input for further consideration of the current ordinances. Deputy City Manager Landis explained staff intended to send 30-day letters to all businesses in advance of enforcement. Councilmember Tollett requested this be reviewed again in 90 days due to the current struggles for businesses. Council directed staff to review the item again in 90 days.

5.6 Consider and take all appropriate action on approval of the nautical bollards installed in the SH 146 corridor.

City Manager Cook presented the colors of the bollards were originally planned to be black, but they are silver. A change order would be made to return them to black as originally planned unless the decision was to keep them the silver color.

Motion:	To Approve changing the color to black
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 6 Machol
Vote:	Passed with Councilmembers Rasco, Hammann, Kolupski, Tollett, Giangrosso, and Machol voting in favor, and Councilmember Hefner opposed.

6. DISCUSSION

6.1 Discussion regarding a proposal from Space Center Houston for Advertising and Partnership Opportunity for 2025 at a total investment of \$100,000.00 from the Hotel Occupancy Tax (HOT) Fund.

Motion:	To postpone for the HOT board to consider
Made By:	At-Large Position 4 Giangrosso
Seconded By:	At-Large Position 2 Hefner
Vote:	Passed unanimously by all present

6.2 Discussion regarding the lighting installation at Meador Park, including the cost and direction of the lights.

Councilmember Machol presented the discussion stating the lights faced the streets rather than facing the park. City Engineer Brian Craig took note of the issue.

6.3 Discussion regarding the new road signs and the orientation of each sign.

Councilmember Machol presented the discussion. He stated the signs at Main Street and Todville looked nice but others did not match or were missing throughout the City. He stated some were damaged and all should be more uniform. Sean Landis explained that a consultant had been contacted for replacement of signs and making the signs

more uniform. He stated the process of changing the signs was ongoing so they would look different throughout the process of updating them.

6.4 Discussion and possible action on the Public Comments directive at the beginning of Council meetings directed at the public.

Councilmember Machol raised the discussion. He stated he had issues with the public comments verbiage including who would determine what constituted personal attacks, and the requirement of the residents to give their name and address. City Attorney David Olson stated the requirements put forth in the Public Comments section are set out to protect those who were not in attendance. He stated people were not required to give their name and address to speak however, Council might not give as much weight to anonymous speakers who may not be residents of the City. He further stated there were no legal issues with the Public Comments statement as written.

7. ROUTINE BUSINESS

7.1 City Manager update and report to City Council on various items that require no action, including Seabrook Boards and Commissions, Transportation Projects, and City of Seabrook CIP Projects.

City Manager Gayle Cook presented the update regarding the following:

Hwy 146 projects
New transportation projects
CIP projects/ARPA projects
Wastewater treatment plant
Lights on NASA Road 1

7.2 Establish future meeting dates and agenda items.

City Secretary Rachel Lewis informed Council the next Regular Council Meeting was scheduled to take place on January 7, 2025.

Motion:	To Adjourn
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 4 Giangrosso
Vote:	Passed unanimously by all present

The meeting was adjourned at 8:48 pm.

APPROVED: _____
Thomas G. Kolupski, Mayor

DATE: _____

ATTEST: _____
Rachel Lewis, City Secretary



Agenda Briefing

Date of Meeting: January 7, 2025

Responsible Department: City Secretary's Office

Presenter: Gayle Cook, City Manager

Briefing Prepared By:

Strategic Focus Area:

General Information:

Consider and take action on the approval of a Council Member, applications from Old Seabrook residents, business owners, and agency and board representatives nominations for membership onto the Bayside Park Extension Stakeholder Group.

Executive Summary / Background:

This item was previously heard on December 3, 2024, by City Council. The action was to seek additional members, at least one from the following groups listed

1. Open Space and Trails - _____
2. Economic Development Corporation - *Ann Wacker*
3. City Council - _____
4. Old Seabrook Business Owner - _____
5. Old Seabrook Business Owner - _____
6. Old Seabrook Resident - _____
7. Old Seabrook Resident - _____
8. Staff Member - *Sean Landis, Assistant City Manager*
9. Galveston Bay Estuary Program Representative - *Matthew Abernathy, Education & Outreach Coordinator*
10. Galveston Bay Foundation Representative - *Haille Leija, Director of Program Operations*

Funding / Fiscal Information:

Supporting Materials Attached:

1. Joe Butcher - Business Owner
2. Kristi Hatfield - Business Owner
3. Jon Jarnigan - Business Owner

4. Jennifer Pitts - Business Owner
5. Sibbian Roe - Business Owner
6. Brooke Villanueva - Business Owner
7. Katie Alaniz - Resident
8. Joseph Birkofer - Resident
9. Beth Dennard - Resident
10. Kevin Hayes - Resident
11. Kelly Hudson - Resident
12. Chris Kuhlman - Resident
13. Eleanor Place - Resident
14. Cody Powell - Resident
15. Russ Rhodes - Resident
16. Sue Ruthstrom - Resident
17. Christine Sholar - Resident
18. Mandy Smith - Resident
19. Cliff Tudor - Resident
20. Karen Tudor - Resident
21. Summary - Bayside Park Stakeholder Group Applications

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Application for Appointment to the Bayside Park Stakeholder Group
Date: Friday, December 27, 2024 10:37:45 AM

Application for Appointment to the Bayside Park Stakeholder Group

ALL INFORMATION PROVIDED IN THIS APPLICATION IS PUBLIC INFORMATION PURSUANT TO THE PROVISIONS OF THE TEXAS PUBLIC INFORMATION ACT.

PURPOSE

The purpose of the Bayside Park Stakeholder Group is to provide input to the City Council regarding the creation of a public open space at the site of the former Wastewater Treatment Plant.

QUESTIONS

If you have questions or need more information about this application, please [email the Office of the City Secretary](#) or call (281) 291-5663.

FIRST NAME	Joe
LAST NAME	Butcher
PHONE NUMBER	2815320248
EMAIL ADDRESS	
PLEASE CHOOSE THE OPTION THAT BEST DESCRIBES YOU	Business Owner (Old Seabrook)
STREET ADDRESS	1206 Moskowitz Ave
MAILING ADDRESS	POB 1147
CITY	Seabrook
STATE	TX
ZIP	77586
HAVE YOU	No

PREVIOUSLY SERVED
ON A CITY OF
SEABROOK BOARD OR
COMMISSION?

IF YES, PLEASE
INDICATE WHICH
BOARD OR
COMMISSION YOU
HAVE SERVED.

I have not served on a City of Seabrook board or
commission.

HAVE YOU SERVED A
PARTIAL OR FULL TERM
ON THE CITY OF
SEABROOK CITY
COUNCIL?

No

HAVE YOU
PREVIOUSLY SERVED
ON A BOARD OR
COMMISSION OR
ANOTHER CITY OR
ORGANIZATION?

No

IF YES, PLEASE
INDICATE WHICH
CITIES/ORGANIZATIONS
YOU HAVE SERVED

Field not completed.

PLEASE DESCRIBE
YOUR INTEREST IN
SERVING ON THE
BAYSIDE PARK
STAKEHOLDER GROUP

Improving the quality of life in Old Seabrook, and attracting
more visitors/customers.

WHAT EXPERIENCE,
SKILLS, OR
PERSPECTIVES CAN
YOU BRING TO THIS
COMMITTEE? ARE YOU
FAMILIAR WITH THE
OLD SEABROOK
LIVABLE CENTER
STUDY?

Have visited seaside towns and ports all over the world, and
Texas. I know what types of places people like to visit

WHAT IS YOUR VISION
FOR THE FUTURE OF
BAYSIDE PARK?

Lots of folks like to fish there, might leverage that attraction
with a small fishing pier. The views great of the bay, perhaps
public restrooms and off street parking.

PLEASE PROVIDE ANY
ADDITIONAL
INFORMATION YOU
FEEL WOULD BE
USEFUL TO THE CITY
OF SEABROOK CITY
COUNCIL IN
CONSIDERING YOUR
APPLICATION

Field not completed.

TODAY'S DATE

12/27/2024

BY SUBMITTING THIS
APPLICATION, I
HEREBY AFFIRM THAT I
AM AWARE OF THE
REQUIREMENTS FOR
THE POSITION AND
CERTIFY THAT I MEET
THOSE REQUIREMENTS

I understand and agree

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Application for Appointment to the Bayside Park Stakeholder Group
Date: Friday, December 27, 2024 7:24:43 AM

Application for Appointment to the Bayside Park Stakeholder Group

ALL INFORMATION PROVIDED IN THIS APPLICATION IS PUBLIC INFORMATION PURSUANT TO THE PROVISIONS OF THE TEXAS PUBLIC INFORMATION ACT.

PURPOSE

The purpose of the Bayside Park Stakeholder Group is to provide input to the City Council regarding the creation of a public open space at the site of the former Wastewater Treatment Plant.

QUESTIONS

If you have questions or need more information about this application, please [email the Office of the City Secretary](#) or call (281) 291-5663.

FIRST NAME	Kristi
LAST NAME	Hatfield
PHONE NUMBER	2819285468
EMAIL ADDRESS	
PLEASE CHOOSE THE OPTION THAT BEST DESCRIBES YOU	Business Owner (Old Seabrook)
STREET ADDRESS	1406 Main St.
MAILING ADDRESS	Field not completed.
CITY	Seabrook
STATE	TX
ZIP	77586
HAVE YOU	No

PREVIOUSLY SERVED
ON A CITY OF
SEABROOK BOARD OR
COMMISSION?

IF YES, PLEASE
INDICATE WHICH
BOARD OR
COMMISSION YOU
HAVE SERVED.

I have not served on a City of Seabrook board or
commission.

HAVE YOU SERVED A
PARTIAL OR FULL TERM
ON THE CITY OF
SEABROOK CITY
COUNCIL?

No

HAVE YOU
PREVIOUSLY SERVED
ON A BOARD OR
COMMISSION OR
ANOTHER CITY OR
ORGANIZATION?

No

IF YES, PLEASE
INDICATE WHICH
CITIES/ORGANIZATIONS
YOU HAVE SERVED

Field not completed.

PLEASE DESCRIBE
YOUR INTEREST IN
SERVING ON THE
BAYSIDE PARK
STAKEHOLDER GROUP

have a long-standing connection with Seabrook, TX, with my family having established businesses in Seabrook such as Waite Wharf and Emery's Seafood. I see great potential for our city to develop this historic area into a family-friendly destination.

WHAT EXPERIENCE,
SKILLS, OR
PERSPECTIVES CAN
YOU BRING TO THIS
COMMITTEE? ARE YOU
FAMILIAR WITH THE
OLD SEABROOK
LIVABLE CENTER
STUDY?

I own a new business in old Seabrook with my husband, Seabrook Cheese Co. we purchased the property and started up the business from scratch. I know intimately well the challenges that are presented in the immediate area related to city and local government regulations as well as national requirements put in place by FEMA.

WHAT IS YOUR VISION
FOR THE FUTURE OF
BAYSIDE PARK?

I envision a walkable coastal small town feel. A family focused, original, non-commercial business and unique shops. Similar to many seaside towns me and my family visit in Florida yearly.

PLEASE PROVIDE ANY ADDITIONAL INFORMATION YOU FEEL WOULD BE USEFUL TO THE CITY OF SEABROOK CITY COUNCIL IN CONSIDERING YOUR APPLICATION	<i>Field not completed.</i>
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TODAY'S DATE	12/27/2024
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BY SUBMITTING THIS APPLICATION, I HEREBY AFFIRM THAT I AM AWARE OF THE REQUIREMENTS FOR THE POSITION AND CERTIFY THAT I MEET THOSE REQUIREMENTS	I understand and agree
--	------------------------

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Application for Appointment to the Bayside Park Stakeholder Group
Date: Thursday, December 26, 2024 7:49:52 PM

Application for Appointment to the Bayside Park Stakeholder Group

ALL INFORMATION PROVIDED IN THIS APPLICATION IS PUBLIC INFORMATION PURSUANT TO THE PROVISIONS OF THE TEXAS PUBLIC INFORMATION ACT.

PURPOSE

The purpose of the Bayside Park Stakeholder Group is to provide input to the City Council regarding the creation of a public open space at the site of the former Wastewater Treatment Plant.

QUESTIONS

If you have questions or need more information about this application, please [email the Office of the City Secretary](#) or call (281) 291-5663.

FIRST NAME	Jon
LAST NAME	Jarnagin
PHONE NUMBER	714-618-8387
EMAIL ADDRESS	
PLEASE CHOOSE THE OPTION THAT BEST DESCRIBES YOU	Business Owner (Old Seabrook)
STREET ADDRESS	910 Hall St
MAILING ADDRESS	Field not completed.
CITY	Seabrook
STATE	Texas
ZIP	77586
HAVE YOU	No

PREVIOUSLY SERVED
ON A CITY OF
SEABROOK BOARD OR
COMMISSION?

IF YES, PLEASE
INDICATE WHICH
BOARD OR
COMMISSION YOU
HAVE SERVED.

I have not served on a City of Seabrook board or
commission.

HAVE YOU SERVED A
PARTIAL OR FULL TERM
ON THE CITY OF
SEABROOK CITY
COUNCIL?

No

HAVE YOU
PREVIOUSLY SERVED
ON A BOARD OR
COMMISSION OR
ANOTHER CITY OR
ORGANIZATION?

No

IF YES, PLEASE
INDICATE WHICH
CITIES/ORGANIZATIONS
YOU HAVE SERVED

Field not completed.

PLEASE DESCRIBE
YOUR INTEREST IN
SERVING ON THE
BAYSIDE PARK
STAKEHOLDER GROUP

As a resident and business owner in Old Seabrook im
concerned about the future of Seabrook. I want to see the
park meet the needs of the residences in Old Seabrook and
the Bay Area

WHAT EXPERIENCE,
SKILLS, OR
PERSPECTIVES CAN
YOU BRING TO THIS
COMMITTEE? ARE YOU
FAMILIAR WITH THE
OLD SEABROOK
LIVABLE CENTER
STUDY?

I'm an Business owner and resident in Old Seabrook. I can
bring the perspective of wants from both sides. Yes I am
familiar with the study

WHAT IS YOUR VISION
FOR THE FUTURE OF
BAYSIDE PARK?

A functional flexible park space for residence and visitors in
the area.

PLEASE PROVIDE ANY
ADDITIONAL
INFORMATION YOU
FEEL WOULD BE
USEFUL TO THE CITY
OF SEABROOK CITY
COUNCIL IN
CONSIDERING YOUR
APPLICATION

Field not completed.

TODAY'S DATE

12/26/2024

BY SUBMITTING THIS
APPLICATION, I
HEREBY AFFIRM THAT I
AM AWARE OF THE
REQUIREMENTS FOR
THE POSITION AND
CERTIFY THAT I MEET
THOSE REQUIREMENTS

I understand and agree

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Application for Appointment to the Bayside Park Stakeholder Group
Date: Tuesday, December 24, 2024 7:34:26 PM

Application for Appointment to the Bayside Park Stakeholder Group

ALL INFORMATION PROVIDED IN THIS APPLICATION IS PUBLIC INFORMATION PURSUANT TO THE PROVISIONS OF THE TEXAS PUBLIC INFORMATION ACT.

PURPOSE

The purpose of the Bayside Park Stakeholder Group is to provide input to the City Council regarding the creation of a public open space at the site of the former Wastewater Treatment Plant.

QUESTIONS

If you have questions or need more information about this application, please [email the Office of the City Secretary](#) or call (281) 291-5663.

FIRST NAME	Jennifer
LAST NAME	Pitts
PHONE NUMBER	281-389-9518
EMAIL ADDRESS	
PLEASE CHOOSE THE OPTION THAT BEST DESCRIBES YOU	Business Owner (Old Seabrook)
STREET ADDRESS	902 Hardesty Ave
MAILING ADDRESS	Field not completed.
CITY	Seabrook
STATE	TX
ZIP	77586
HAVE YOU	No

PREVIOUSLY SERVED
ON A CITY OF
SEABROOK BOARD OR
COMMISSION?

IF YES, PLEASE
INDICATE WHICH
BOARD OR
COMMISSION YOU
HAVE SERVED.

I have not served on a City of Seabrook board or
commission.

HAVE YOU SERVED A
PARTIAL OR FULL TERM
ON THE CITY OF
SEABROOK CITY
COUNCIL?

No

HAVE YOU
PREVIOUSLY SERVED
ON A BOARD OR
COMMISSION OR
ANOTHER CITY OR
ORGANIZATION?

Yes

IF YES, PLEASE
INDICATE WHICH
CITIES/ORGANIZATIONS
YOU HAVE SERVED

Old Seabrook Livable Studies

PLEASE DESCRIBE
YOUR INTEREST IN
SERVING ON THE
BAYSIDE PARK
STAKEHOLDER GROUP

As a small business owner in Old Seabrook, I have a strong
interest in its development.

WHAT EXPERIENCE,
SKILLS, OR
PERSPECTIVES CAN
YOU BRING TO THIS
COMMITTEE? ARE YOU
FAMILIAR WITH THE
OLD SEABROOK
LIVABLE CENTER
STUDY?

I was part of the Livable Studies group several years ago. My
business has been a part of Old Seabrook for 5 years. I have
also coordinated craft markets for over 15 years in three
different cities. I believe my creative thinking can be of use for
the revitalization of Old Seabrook.

WHAT IS YOUR VISION
FOR THE FUTURE OF
BAYSIDE PARK?

I would love to see a park with picnic tables and open space
for families to use.

PLEASE PROVIDE ANY
ADDITIONAL
INFORMATION YOU
FEEL WOULD BE
USEFUL TO THE CITY
OF SEABROOK CITY
COUNCIL IN
CONSIDERING YOUR
APPLICATION

Field not completed.

TODAY'S DATE

12/24/2024

BY SUBMITTING THIS
APPLICATION, I
HEREBY AFFIRM THAT I
AM AWARE OF THE
REQUIREMENTS FOR
THE POSITION AND
CERTIFY THAT I MEET
THOSE REQUIREMENTS

I understand and agree

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Application for Appointment to the Bayside Park Stakeholder Group
Date: Saturday, December 28, 2024 4:23:49 AM

Application for Appointment to the Bayside Park Stakeholder Group

ALL INFORMATION PROVIDED IN THIS APPLICATION IS PUBLIC INFORMATION PURSUANT TO THE PROVISIONS OF THE TEXAS PUBLIC INFORMATION ACT.

PURPOSE

The purpose of the Bayside Park Stakeholder Group is to provide input to the City Council regarding the creation of a public open space at the site of the former Wastewater Treatment Plant.

QUESTIONS

If you have questions or need more information about this application, please [email the Office of the City Secretary](#) or call (281) 291-5663.

FIRST NAME	Sibbian
LAST NAME	Roe
PHONE NUMBER	8322857272
EMAIL ADDRESS	
PLEASE CHOOSE THE OPTION THAT BEST DESCRIBES YOU	Business Owner (Old Seabrook)
STREET ADDRESS	1605 Main St
MAILING ADDRESS	Field not completed.
CITY	Seabrook
STATE	Tx
ZIP	77586
HAVE YOU	No

PREVIOUSLY SERVED
ON A CITY OF
SEABROOK BOARD OR
COMMISSION?

IF YES, PLEASE
INDICATE WHICH
BOARD OR
COMMISSION YOU
HAVE SERVED.

I have not served on a City of Seabrook board or
commission.

HAVE YOU SERVED A
PARTIAL OR FULL TERM
ON THE CITY OF
SEABROOK CITY
COUNCIL?

No

HAVE YOU
PREVIOUSLY SERVED
ON A BOARD OR
COMMISSION OR
ANOTHER CITY OR
ORGANIZATION?

No

IF YES, PLEASE
INDICATE WHICH
CITIES/ORGANIZATIONS
YOU HAVE SERVED

Field not completed.

PLEASE DESCRIBE
YOUR INTEREST IN
SERVING ON THE
BAYSIDE PARK
STAKEHOLDER GROUP

Several people have asked me to try to join this. I own a
business blocks away, and the parks success could be
helpful to my business.

WHAT EXPERIENCE,
SKILLS, OR
PERSPECTIVES CAN
YOU BRING TO THIS
COMMITTEE? ARE YOU
FAMILIAR WITH THE
OLD SEABROOK
LIVABLE CENTER
STUDY?

I tried to download the liveable center study, but the link is
broken on the website for et.
I understand it to mean that we want an area where people
can show up walk around and hangout. Maybe like Muekies
but updated. I was sad that Midnite wasn't included as part of
Old Seabrook in the questionnaire that went out. I believe we
are.
I've owned a business here for 12 years, my aunt Kandi also
owns a business on this street and has since I was a
teenager. I love Seabrook and am deeply committed to it's
success

WHAT IS YOUR VISION
FOR THE FUTURE OF

This area is already very popular and communal, I'd love to
see it grow. I'd like to see it more properly attached to the
trails.

BAYSIDE PARK?

PLEASE PROVIDE ANY
ADDITIONAL
INFORMATION YOU
FEEL WOULD BE
USEFUL TO THE CITY
OF SEABROOK CITY
COUNCIL IN
CONSIDERING YOUR
APPLICATION

Field not completed.

TODAY'S DATE

12/28/2024

BY SUBMITTING THIS
APPLICATION, I
HEREBY AFFIRM THAT I
AM AWARE OF THE
REQUIREMENTS FOR
THE POSITION AND
CERTIFY THAT I MEET
THOSE REQUIREMENTS

I understand and agree

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Application for Appointment to the Bayside Park Stakeholder Group
Date: Tuesday, December 24, 2024 7:20:33 PM

Application for Appointment to the Bayside Park Stakeholder Group

ALL INFORMATION PROVIDED IN THIS APPLICATION IS PUBLIC INFORMATION PURSUANT TO THE PROVISIONS OF THE TEXAS PUBLIC INFORMATION ACT.

PURPOSE

The purpose of the Bayside Park Stakeholder Group is to provide input to the City Council regarding the creation of a public open space at the site of the former Wastewater Treatment Plant.

QUESTIONS

If you have questions or need more information about this application, please [email the Office of the City Secretary](#) or call (281) 291-5663.

FIRST NAME	Brooke
LAST NAME	Villanueva
PHONE NUMBER	832-722-7047
EMAIL ADDRESS	Brooke@merlionrestaurant.com
PLEASE CHOOSE THE OPTION THAT BEST DESCRIBES YOU	Business Owner (Old Seabrook)
STREET ADDRESS	1205 Main Street
MAILING ADDRESS	Field not completed.
CITY	Seabrook
STATE	Tx
ZIP	77586
HAVE YOU	No

PREVIOUSLY SERVED
ON A CITY OF
SEABROOK BOARD OR
COMMISSION?

IF YES, PLEASE
INDICATE WHICH
BOARD OR
COMMISSION YOU
HAVE SERVED.

Seabrook Economic Development Corporation

HAVE YOU SERVED A
PARTIAL OR FULL TERM
ON THE CITY OF
SEABROOK CITY
COUNCIL?

No

HAVE YOU
PREVIOUSLY SERVED
ON A BOARD OR
COMMISSION OR
ANOTHER CITY OR
ORGANIZATION?

Yes

IF YES, PLEASE
INDICATE WHICH
CITIES/ORGANIZATIONS
YOU HAVE SERVED

Development something

PLEASE DESCRIBE
YOUR INTEREST IN
SERVING ON THE
BAYSIDE PARK
STAKEHOLDER GROUP

As a local business owner it's important to be involved

WHAT EXPERIENCE,
SKILLS, OR
PERSPECTIVES CAN
YOU BRING TO THIS
COMMITTEE? ARE YOU
FAMILIAR WITH THE
OLD SEABROOK
LIVABLE CENTER
STUDY?

From New Braunfels worked with Henry Family that owned Schlitterbahn. Worked on local marketing

WHAT IS YOUR VISION
FOR THE FUTURE OF
BAYSIDE PARK?

See it thrive

PLEASE PROVIDE ANY
ADDITIONAL
INFORMATION YOU
FEEL WOULD BE
USEFUL TO THE CITY
OF SEABROOK CITY
COUNCIL IN
CONSIDERING YOUR
APPLICATION

Field not completed.

TODAY'S DATE

12/24/2024

BY SUBMITTING THIS
APPLICATION, I
HEREBY AFFIRM THAT I
AM AWARE OF THE
REQUIREMENTS FOR
THE POSITION AND
CERTIFY THAT I MEET
THOSE REQUIREMENTS

I understand and agree

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Application for Appointment to the Bayside Park Stakeholder Group
Date: Monday, December 30, 2024 12:49:41 PM

Application for Appointment to the Bayside Park Stakeholder Group

ALL INFORMATION PROVIDED IN THIS APPLICATION IS PUBLIC INFORMATION PURSUANT TO THE PROVISIONS OF THE TEXAS PUBLIC INFORMATION ACT.

PURPOSE

The purpose of the Bayside Park Stakeholder Group is to provide input to the City Council regarding the creation of a public open space at the site of the former Wastewater Treatment Plant.

QUESTIONS

If you have questions or need more information about this application, please [email the Office of the City Secretary](#) or call (281) 291-5663.

FIRST NAME	Katie
LAST NAME	Alaniz
PHONE NUMBER	2817858292
EMAIL ADDRESS	
PLEASE CHOOSE THE OPTION THAT BEST DESCRIBES YOU	Resident (Old Seabrook)
STREET ADDRESS	813 Todville Road
MAILING ADDRESS	<i>Field not completed.</i>
CITY	Seabrook
STATE	TX
ZIP	77586
HAVE YOU	No

PREVIOUSLY SERVED
ON A CITY OF
SEABROOK BOARD OR
COMMISSION?

IF YES, PLEASE
INDICATE WHICH
BOARD OR
COMMISSION YOU
HAVE SERVED.

I have not served on a City of Seabrook board or
commission.

HAVE YOU SERVED A
PARTIAL OR FULL TERM
ON THE CITY OF
SEABROOK CITY
COUNCIL?

No

HAVE YOU
PREVIOUSLY SERVED
ON A BOARD OR
COMMISSION OR
ANOTHER CITY OR
ORGANIZATION?

No

IF YES, PLEASE
INDICATE WHICH
CITIES/ORGANIZATIONS
YOU HAVE SERVED

Field not completed.

PLEASE DESCRIBE
YOUR INTEREST IN
SERVING ON THE
BAYSIDE PARK
STAKEHOLDER GROUP

As residents of Seabrook who live close to Bayside Park, my
husband and I care deeply about the future of this location.

WHAT EXPERIENCE,
SKILLS, OR
PERSPECTIVES CAN
YOU BRING TO THIS
COMMITTEE? ARE YOU
FAMILIAR WITH THE
OLD SEABROOK
LIVABLE CENTER
STUDY?

I have served on a number of committees at my university,
where I serve as the Director of our Center for Learning
Innovations and Teaching Excellence and an Associate
Dean. I appreciate opportunities to work in collaboration with
others to bring a vision to fruition.

WHAT IS YOUR VISION
FOR THE FUTURE OF
BAYSIDE PARK?

I would be grateful for Bayside Park to be a place where
families and friends can enjoy the beauty of Seabrook,
include the gorgeous water views and unique wildlife. I am
hopeful that the development of Bayside Park will encourage

the flourishing of small businesses in the Seabrook area, as increasing numbers of visitors come to enjoy the park and stay for the other excellent amenities Seabrook has to offer.

PLEASE PROVIDE ANY
ADDITIONAL
INFORMATION YOU
FEEL WOULD BE
USEFUL TO THE CITY
OF SEABROOK CITY
COUNCIL IN
CONSIDERING YOUR
APPLICATION

Field not completed.

TODAY'S DATE

12/30/2024

BY SUBMITTING THIS
APPLICATION, I
HEREBY AFFIRM THAT I
AM AWARE OF THE
REQUIREMENTS FOR
THE POSITION AND
CERTIFY THAT I MEET
THOSE REQUIREMENTS

I understand and agree

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Application for Appointment to the Bayside Park Stakeholder Group
Date: Saturday, December 28, 2024 7:21:19 AM

Application for Appointment to the Bayside Park Stakeholder Group

ALL INFORMATION PROVIDED IN THIS APPLICATION IS PUBLIC INFORMATION PURSUANT TO THE PROVISIONS OF THE TEXAS PUBLIC INFORMATION ACT.

PURPOSE

The purpose of the Bayside Park Stakeholder Group is to provide input to the City Council regarding the creation of a public open space at the site of the former Wastewater Treatment Plant.

QUESTIONS

If you have questions or need more information about this application, please [email the Office of the City Secretary](#) or call (281) 291-5663.

FIRST NAME	Joseph
LAST NAME	Birkofer
PHONE NUMBER	7135036295
EMAIL ADDRESS	
PLEASE CHOOSE THE OPTION THAT BEST DESCRIBES YOU	Resident (Other)
STREET ADDRESS	902 Todville Road
MAILING ADDRESS	2315 Bolsover, Houston, tx 77005
CITY	seabrook
STATE	TX
ZIP	77586
HAVE YOU	No

PREVIOUSLY SERVED
ON A CITY OF
SEABROOK BOARD OR
COMMISSION?

IF YES, PLEASE
INDICATE WHICH
BOARD OR
COMMISSION YOU
HAVE SERVED.

I have not served on a City of Seabrook board or
commission.

HAVE YOU SERVED A
PARTIAL OR FULL TERM
ON THE CITY OF
SEABROOK CITY
COUNCIL?

No

HAVE YOU
PREVIOUSLY SERVED
ON A BOARD OR
COMMISSION OR
ANOTHER CITY OR
ORGANIZATION?

No

IF YES, PLEASE
INDICATE WHICH
CITIES/ORGANIZATIONS
YOU HAVE SERVED

Field not completed.

PLEASE DESCRIBE
YOUR INTEREST IN
SERVING ON THE
BAYSIDE PARK
STAKEHOLDER GROUP

I live on Todville and will be retiring there

WHAT EXPERIENCE,
SKILLS, OR
PERSPECTIVES CAN
YOU BRING TO THIS
COMMITTEE? ARE YOU
FAMILIAR WITH THE
OLD SEABROOK
LIVABLE CENTER
STUDY?

I was active in support of the park near our home in Rice
Village

WHAT IS YOUR VISION
FOR THE FUTURE OF
BAYSIDE PARK?

A highly accessible place for families to gather and enjoy the
natural beauty of the Lagoon

PLEASE PROVIDE ANY
ADDITIONAL
INFORMATION YOU
FEEL WOULD BE
USEFUL TO THE CITY
OF SEABROOK CITY
COUNCIL IN
CONSIDERING YOUR
APPLICATION

I have been a member of Seabrook Sailing Club for 20 years
and plan on retiring to my Todville home; I have no
commercial interests only civic improvement.

TODAY'S DATE

12/28/2024

BY SUBMITTING THIS
APPLICATION, I
HEREBY AFFIRM THAT I
AM AWARE OF THE
REQUIREMENTS FOR
THE POSITION AND
CERTIFY THAT I MEET
THOSE REQUIREMENTS

I understand and agree

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Application for Appointment to the Bayside Park Stakeholder Group
Date: Thursday, December 26, 2024 12:48:43 PM

Application for Appointment to the Bayside Park Stakeholder Group

ALL INFORMATION PROVIDED IN THIS APPLICATION IS PUBLIC INFORMATION PURSUANT TO THE PROVISIONS OF THE TEXAS PUBLIC INFORMATION ACT.

PURPOSE

The purpose of the Bayside Park Stakeholder Group is to provide input to the City Council regarding the creation of a public open space at the site of the former Wastewater Treatment Plant.

QUESTIONS

If you have questions or need more information about this application, please [email the Office of the City Secretary](#) or call (281) 291-5663.

FIRST NAME	Beth
LAST NAME	Dennard
PHONE NUMBER	2814135818
EMAIL ADDRESS	
PLEASE CHOOSE THE OPTION THAT BEST DESCRIBES YOU	Resident (Other)
STREET ADDRESS	2100 Menard Avenue
MAILING ADDRESS	Field not completed.
CITY	Seabrook
STATE	TX
ZIP	77586
HAVE YOU	No

PREVIOUSLY SERVED
ON A CITY OF
SEABROOK BOARD OR
COMMISSION?

IF YES, PLEASE
INDICATE WHICH
BOARD OR
COMMISSION YOU
HAVE SERVED.

I have not served on a City of Seabrook board or
commission.

HAVE YOU SERVED A
PARTIAL OR FULL TERM
ON THE CITY OF
SEABROOK CITY
COUNCIL?

No

HAVE YOU
PREVIOUSLY SERVED
ON A BOARD OR
COMMISSION OR
ANOTHER CITY OR
ORGANIZATION?

No

IF YES, PLEASE
INDICATE WHICH
CITIES/ORGANIZATIONS
YOU HAVE SERVED

Field not completed.

PLEASE DESCRIBE
YOUR INTEREST IN
SERVING ON THE
BAYSIDE PARK
STAKEHOLDER GROUP

I've lived in Seabrook for 36 years in 3 different homes that
I've owned. I consider myself a Seabrook stakeholder.

WHAT EXPERIENCE,
SKILLS, OR
PERSPECTIVES CAN
YOU BRING TO THIS
COMMITTEE? ARE YOU
FAMILIAR WITH THE
OLD SEABROOK
LIVABLE CENTER
STUDY?

Experienced in running a small and successful business that
requires working with people of all ages and complex
processes.

WHAT IS YOUR VISION
FOR THE FUTURE OF
BAYSIDE PARK?

My vision is to create a safe and natural space that is
congruent with the vision and identity of Seabrook, a
Galveston Bay-side city known for beautiful and well-
groomed trails, boat launches, sunrises and good

governance.

PLEASE PROVIDE ANY
ADDITIONAL
INFORMATION YOU
FEEL WOULD BE
USEFUL TO THE CITY
OF SEABROOK CITY
COUNCIL IN
CONSIDERING YOUR
APPLICATION

I love to create outdoor spaces for people and pets to enjoy.

TODAY'S DATE

12/26/2024

BY SUBMITTING THIS
APPLICATION, I
HEREBY AFFIRM THAT I
AM AWARE OF THE
REQUIREMENTS FOR
THE POSITION AND
CERTIFY THAT I MEET
THOSE REQUIREMENTS

I understand and agree

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Application for Appointment to the Bayside Park Stakeholder Group
Date: Friday, December 27, 2024 2:35:55 PM

Application for Appointment to the Bayside Park Stakeholder Group

ALL INFORMATION PROVIDED IN THIS APPLICATION IS PUBLIC INFORMATION PURSUANT TO THE PROVISIONS OF THE TEXAS PUBLIC INFORMATION ACT.

PURPOSE

The purpose of the Bayside Park Stakeholder Group is to provide input to the City Council regarding the creation of a public open space at the site of the former Wastewater Treatment Plant.

QUESTIONS

If you have questions or need more information about this application, please [email the Office of the City Secretary](#) or call (281) 291-5663.

FIRST NAME	Kevin
LAST NAME	Hayes
PHONE NUMBER	281 960-4329
EMAIL ADDRESS	
PLEASE CHOOSE THE OPTION THAT BEST DESCRIBES YOU	Resident (Other)
STREET ADDRESS	2528 Pelican dr
MAILING ADDRESS	Field not completed.
CITY	Seabrook
STATE	Texas
ZIP	77586
HAVE YOU	No

PREVIOUSLY SERVED
ON A CITY OF
SEABROOK BOARD OR
COMMISSION?

IF YES, PLEASE
INDICATE WHICH
BOARD OR
COMMISSION YOU
HAVE SERVED.

I have not served on a City of Seabrook board or
commission.

HAVE YOU SERVED A
PARTIAL OR FULL TERM
ON THE CITY OF
SEABROOK CITY
COUNCIL?

No

HAVE YOU
PREVIOUSLY SERVED
ON A BOARD OR
COMMISSION OR
ANOTHER CITY OR
ORGANIZATION?

No

IF YES, PLEASE
INDICATE WHICH
CITIES/ORGANIZATIONS
YOU HAVE SERVED

Field not completed.

PLEASE DESCRIBE
YOUR INTEREST IN
SERVING ON THE
BAYSIDE PARK
STAKEHOLDER GROUP

I am a member at Lakewood Yacht Club and also in charge
of the local radio sailing group. We have been using Bayside
Park as our racing venue for radio sailing. There is a lot of
interest to see this sport grow and we have hosted 3 major
events here that have attracted sailors from all over the
country. We currently are bidding to host the National
Championships at this venue in 2026 which would attract 60-
70 competitors, with the majority of them from out of town
and would be staying at local hotels.

WHAT EXPERIENCE,
SKILLS, OR
PERSPECTIVES CAN
YOU BRING TO THIS
COMMITTEE? ARE YOU
FAMILIAR WITH THE
OLD SEABROOK
LIVABLE CENTER
STUDY?

I have lived in Seabrook since I was year old (54 years now).
I would like to see this park be established as multi function
use and highlight the fact it is on the water and used for water
sports. I do remember Old Seabrook with Curlys Corner,
Zackies, etc and love the small town atmosphere that Old
Seabrook brings. I would love to see this area develop with
more shops, cafes, etc. and become a destination much like
Old Town Spring. I am not familiar with the old Seabrook
Livable Center Study but I am interested in hearing more
about it.

WHAT IS YOUR VISION
FOR THE FUTURE OF
BAYSIDE PARK?

I would love to see a open air pavilion to be used by multiple
uses, walking trail throughout the park with the perimeter with
a low bulkhead to provide for radio sailing and also be
accessed by paddle boards and kayaks.

PLEASE PROVIDE ANY
ADDITIONAL
INFORMATION YOU
FEEL WOULD BE
USEFUL TO THE CITY
OF SEABROOK CITY
COUNCIL IN
CONSIDERING YOUR
APPLICATION

I have not served on any previous committees in Seabrook
so I dont have a hidden agenda. I would like to be able to
speak on behalf of the radio sailing group that we would love
to be able to use this site as well as the current Bayside Park
for our events.

TODAY'S DATE

12/27/2024

BY SUBMITTING THIS
APPLICATION, I
HEREBY AFFIRM THAT I
AM AWARE OF THE
REQUIREMENTS FOR
THE POSITION AND
CERTIFY THAT I MEET
THOSE REQUIREMENTS

I understand and agree

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Application for Appointment to the Bayside Park Stakeholder Group
Date: Thursday, December 26, 2024 6:31:08 PM

Application for Appointment to the Bayside Park Stakeholder Group

ALL INFORMATION PROVIDED IN THIS APPLICATION IS PUBLIC INFORMATION PURSUANT TO THE PROVISIONS OF THE TEXAS PUBLIC INFORMATION ACT.

PURPOSE

The purpose of the Bayside Park Stakeholder Group is to provide input to the City Council regarding the creation of a public open space at the site of the former Wastewater Treatment Plant.

QUESTIONS

If you have questions or need more information about this application, please [email the Office of the City Secretary](#) or call (281) 291-5663.

FIRST NAME	Kelly
LAST NAME	Hudson
PHONE NUMBER	8328911005
EMAIL ADDRESS	
PLEASE CHOOSE THE OPTION THAT BEST DESCRIBES YOU	Resident (Old Seabrook)
STREET ADDRESS	2510 Hollybrook Dr
MAILING ADDRESS	Field not completed.
CITY	Seabrook
STATE	TX
ZIP	77586
HAVE YOU	No

PREVIOUSLY SERVED
ON A CITY OF
SEABROOK BOARD OR
COMMISSION?

IF YES, PLEASE
INDICATE WHICH
BOARD OR
COMMISSION YOU
HAVE SERVED.

I have not served on a City of Seabrook board or
commission.

HAVE YOU SERVED A
PARTIAL OR FULL TERM
ON THE CITY OF
SEABROOK CITY
COUNCIL?

No

HAVE YOU
PREVIOUSLY SERVED
ON A BOARD OR
COMMISSION OR
ANOTHER CITY OR
ORGANIZATION?

No

IF YES, PLEASE
INDICATE WHICH
CITIES/ORGANIZATIONS
YOU HAVE SERVED

Field not completed.

PLEASE DESCRIBE
YOUR INTEREST IN
SERVING ON THE
BAYSIDE PARK
STAKEHOLDER GROUP

I live in old Seabrook and want to see it thrive as I know it
can. Main St beautification and the Bayside park will be
impairative to the east side and bringing in non-residents and
their money spent at our best restaurants and stores. The
"small town" feel of old Seabrook and Main street is unique to
our area. It's unlike anything in the close vicinity. It needs to
be preserved as it will greatly benefit Seabrook, not just
esthetically, but financially. The park will bring the community
together, again, preserving the small town feel. I have some
great ideas and am open minded. I think I will be an asset to
this committee. So, please consider me for this position.

WHAT EXPERIENCE,
SKILLS, OR
PERSPECTIVES CAN
YOU BRING TO THIS
COMMITTEE? ARE YOU
FAMILIAR WITH THE
OLD SEABROOK
LIVABLE CENTER

I am extremely familiar with the study. I have been studying it
for weeks. I agree with the mayor, "old Seabrook is the heart
of the city."
I have planned many fundraisers and benefits. I have done
everyone of them without spending a dime, and have been
quite successful financially. I have a strong social media
presence and I'm good at engaging people. My husband
works for NASA (many employees live in Seabrook) and he is
a very successful local musician. Together we know many

STUDY?	people who are invested in seeing this park meet its potential.
WHAT IS YOUR VISION FOR THE FUTURE OF BAYSIDE PARK?	I am pro small non commercial business. It's what separates old Seabrook from the west side of 146. I would like to see community concerts by local musicians and singer/songwriter sessions. Local main st festivals featuring local specialties (ie shrimp, crawfish, taste of the town ect type festivals). Including moving celebration Seabrook to main st. It's a great spot as it's easy to redirect traffic for street closures. I believe the park should have a stage, a safe playground (maybe a small fence around for fast sneaky toddlers, since near the water.) Benches for parents and shade for kids and parents. I have many more long term ideas if the park is proven successful. I regularly look at small towns and the festivals/parades/community concerts. I have seen what works and what doesn't. When I was a teen, my aunt had a shop in old town spring. The small streets were bustling with folks walking to and from shops and restaurants. I think we could have something similar but, with our Seabrook charm and character. These upgrades to main st (the park) would draw in small businesses . Everything is walkable and we need to focus on that. Many people/families like to park and walk around having many things to without driving from place to place. This is the only area in Seabrook this could happen.
PLEASE PROVIDE ANY ADDITIONAL INFORMATION YOU FEEL WOULD BE USEFUL TO THE CITY OF SEABROOK CITY COUNCIL IN CONSIDERING YOUR APPLICATION	<i>Field not completed.</i>
TODAY'S DATE	12/26/2024
BY SUBMITTING THIS APPLICATION, I HEREBY AFFIRM THAT I AM AWARE OF THE REQUIREMENTS FOR THE POSITION AND CERTIFY THAT I MEET THOSE REQUIREMENTS	I understand and agree

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Application for Appointment to the Bayside Park Stakeholder Group
Date: Friday, December 27, 2024 10:27:48 AM

Application for Appointment to the Bayside Park Stakeholder Group

ALL INFORMATION PROVIDED IN THIS APPLICATION IS PUBLIC INFORMATION PURSUANT TO THE PROVISIONS OF THE TEXAS PUBLIC INFORMATION ACT.

PURPOSE

The purpose of the Bayside Park Stakeholder Group is to provide input to the City Council regarding the creation of a public open space at the site of the former Wastewater Treatment Plant.

QUESTIONS

If you have questions or need more information about this application, please [email the Office of the City Secretary](#) or call (281) 291-5663.

FIRST NAME	Chris
LAST NAME	Kuhlman
PHONE NUMBER	713-201-7354
EMAIL ADDRESS	
PLEASE CHOOSE THE OPTION THAT BEST DESCRIBES YOU	Resident (Old Seabrook)
STREET ADDRESS	1002 Todville
MAILING ADDRESS	Field not completed.
CITY	Seabrook
STATE	TX
ZIP	77586
HAVE YOU	Yes

PREVIOUSLY SERVED
ON A CITY OF
SEABROOK BOARD OR
COMMISSION?

IF YES, PLEASE
INDICATE WHICH
BOARD OR
COMMISSION YOU
HAVE SERVED.

Master Plan Review, Seabrook Economic Development
Corporation

HAVE YOU SERVED A
PARTIAL OR FULL TERM
ON THE CITY OF
SEABROOK CITY
COUNCIL?

Yes

HAVE YOU
PREVIOUSLY SERVED
ON A BOARD OR
COMMISSION OR
ANOTHER CITY OR
ORGANIZATION?

Yes

IF YES, PLEASE
INDICATE WHICH
CITIES/ORGANIZATIONS
YOU HAVE SERVED

Seabrook Eco-Tourism Committee, Seabrook-Galapagos
Sister City Committee, Seabrook Association Endowment
Foundation, San Jacinto College Advisory Board

PLEASE DESCRIBE
YOUR INTEREST IN
SERVING ON THE
BAYSIDE PARK
STAKEHOLDER GROUP

As long as I have lived in Seabrook, it has been my dream to
see the treatment plant moved to a more appropriate location
and utilize the waterfront area as a recreational site. As a city
councilman 1990-92, one of my main objectives was to re-
purpose the site and Main St. I worked with the city and
design firm to develop a master plan. I feel like I helped plant
the seed for this and grateful to see it come to fruition.

WHAT EXPERIENCE,
SKILLS, OR
PERSPECTIVES CAN
YOU BRING TO THIS
COMMITTEE? ARE YOU
FAMILIAR WITH THE
OLD SEABROOK
LIVABLE CENTER
STUDY?

Past experience in eco-tourism as a Texas Master Naturalist,
owner commercial photographer/video production company
for the past 47+ years including FAA licensed UAS(remote
drone) pilot.

WHAT IS YOUR VISION
FOR THE FUTURE OF

I believe as stated, the site could be utilized for general
waterfront recreation with an emphasis on eco-tourism such

BAYSIDE PARK?

as birding & kayaking.

PLEASE PROVIDE ANY
ADDITIONAL
INFORMATION YOU
FEEL WOULD BE
USEFUL TO THE CITY
OF SEABROOK CITY
COUNCIL IN
CONSIDERING YOUR
APPLICATION

As a conceptual thinker I have the ability to envision ideas outside the box and I'm open to hearing others ideas and working as a creative team.

TODAY'S DATE

12/27/2024

BY SUBMITTING THIS
APPLICATION, I
HEREBY AFFIRM THAT I
AM AWARE OF THE
REQUIREMENTS FOR
THE POSITION AND
CERTIFY THAT I MEET
THOSE REQUIREMENTS

I understand and agree

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Application for Appointment to the Bayside Park Stakeholder Group
Date: Saturday, December 28, 2024 4:10:34 PM

Application for Appointment to the Bayside Park Stakeholder Group

ALL INFORMATION PROVIDED IN THIS APPLICATION IS PUBLIC INFORMATION PURSUANT TO THE PROVISIONS OF THE TEXAS PUBLIC INFORMATION ACT.

PURPOSE

The purpose of the Bayside Park Stakeholder Group is to provide input to the City Council regarding the creation of a public open space at the site of the former Wastewater Treatment Plant.

QUESTIONS

If you have questions or need more information about this application, please [email the Office of the City Secretary](#) or call (281) 291-5663.

FIRST NAME	ELEANOR
LAST NAME	PLACE
PHONE NUMBER	5129228776
EMAIL ADDRESS	
PLEASE CHOOSE THE OPTION THAT BEST DESCRIBES YOU	Resident (Old Seabrook)
STREET ADDRESS	1406 Todville Rd
MAILING ADDRESS	Field not completed.
CITY	Seabrook
STATE	TX
ZIP	77586
HAVE YOU	No

PREVIOUSLY SERVED
ON A CITY OF
SEABROOK BOARD OR
COMMISSION?

IF YES, PLEASE
INDICATE WHICH
BOARD OR
COMMISSION YOU
HAVE SERVED.

I have not served on a City of Seabrook board or
commission.

HAVE YOU SERVED A
PARTIAL OR FULL TERM
ON THE CITY OF
SEABROOK CITY
COUNCIL?

No

HAVE YOU
PREVIOUSLY SERVED
ON A BOARD OR
COMMISSION OR
ANOTHER CITY OR
ORGANIZATION?

No

IF YES, PLEASE
INDICATE WHICH
CITIES/ORGANIZATIONS
YOU HAVE SERVED

Field not completed.

PLEASE DESCRIBE
YOUR INTEREST IN
SERVING ON THE
BAYSIDE PARK
STAKEHOLDER GROUP

Close to my home.

WHAT EXPERIENCE,
SKILLS, OR
PERSPECTIVES CAN
YOU BRING TO THIS
COMMITTEE? ARE YOU
FAMILIAR WITH THE
OLD SEABROOK
LIVABLE CENTER
STUDY?

I read the study.

WHAT IS YOUR VISION
FOR THE FUTURE OF
BAYSIDE PARK?

Something calm and won't facilitate more trash on Main
street or Todville road.

PLEASE PROVIDE ANY
ADDITIONAL
INFORMATION YOU
FEEL WOULD BE
USEFUL TO THE CITY
OF SEABROOK CITY
COUNCIL IN
CONSIDERING YOUR
APPLICATION

Field not completed.

TODAY'S DATE

12/28/2024

BY SUBMITTING THIS
APPLICATION, I
HEREBY AFFIRM THAT I
AM AWARE OF THE
REQUIREMENTS FOR
THE POSITION AND
CERTIFY THAT I MEET
THOSE REQUIREMENTS

I understand and agree

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Application for Appointment to the Bayside Park Stakeholder Group
Date: Thursday, December 26, 2024 9:48:08 PM

Application for Appointment to the Bayside Park Stakeholder Group

ALL INFORMATION PROVIDED IN THIS APPLICATION IS PUBLIC INFORMATION PURSUANT TO THE PROVISIONS OF THE TEXAS PUBLIC INFORMATION ACT.

PURPOSE

The purpose of the Bayside Park Stakeholder Group is to provide input to the City Council regarding the creation of a public open space at the site of the former Wastewater Treatment Plant.

QUESTIONS

If you have questions or need more information about this application, please [email the Office of the City Secretary](#) or call (281) 291-5663.

FIRST NAME	Cody
LAST NAME	Powell
PHONE NUMBER	8325669000
EMAIL ADDRESS	
PLEASE CHOOSE THE OPTION THAT BEST DESCRIBES YOU	Resident (Other)
STREET ADDRESS	2000 Bahama Dr. #4
MAILING ADDRESS	2000 Bahama Dr. #4
CITY	Seabrook
STATE	texas
ZIP	77586
HAVE YOU	No

PREVIOUSLY SERVED
ON A CITY OF
SEABROOK BOARD OR
COMMISSION?

IF YES, PLEASE
INDICATE WHICH
BOARD OR
COMMISSION YOU
HAVE SERVED.

I have not served on a City of Seabrook board or
commission.

HAVE YOU SERVED A
PARTIAL OR FULL TERM
ON THE CITY OF
SEABROOK CITY
COUNCIL?

No

HAVE YOU
PREVIOUSLY SERVED
ON A BOARD OR
COMMISSION OR
ANOTHER CITY OR
ORGANIZATION?

No

IF YES, PLEASE
INDICATE WHICH
CITIES/ORGANIZATIONS
YOU HAVE SERVED

Field not completed.

PLEASE DESCRIBE
YOUR INTEREST IN
SERVING ON THE
BAYSIDE PARK
STAKEHOLDER GROUP

I would like to donate my time & talented skills for the benefit
of Seabrook and it's residents and business owners in the
area.

WHAT EXPERIENCE,
SKILLS, OR
PERSPECTIVES CAN
YOU BRING TO THIS
COMMITTEE? ARE YOU
FAMILIAR WITH THE
OLD SEABROOK
LIVABLE CENTER
STUDY?

Nature Lover, Animal & Wildlife Lover, Skills in construction &
home restoration, Loads of great reviews on Nextdoor and
Facebook.

WHAT IS YOUR VISION
FOR THE FUTURE OF
BAYSIDE PARK?

A Dog Park

PLEASE PROVIDE ANY
ADDITIONAL
INFORMATION YOU
FEEL WOULD BE
USEFUL TO THE CITY
OF SEABROOK CITY
COUNCIL IN
CONSIDERING YOUR
APPLICATION

Field not completed.

TODAY'S DATE

12/26/2024

BY SUBMITTING THIS
APPLICATION, I
HEREBY AFFIRM THAT I
AM AWARE OF THE
REQUIREMENTS FOR
THE POSITION AND
CERTIFY THAT I MEET
THOSE REQUIREMENTS

I understand and agree

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Application for Appointment to the Bayside Park Stakeholder Group
Date: Thursday, December 26, 2024 11:37:51 AM

Application for Appointment to the Bayside Park Stakeholder Group

ALL INFORMATION PROVIDED IN THIS APPLICATION IS PUBLIC INFORMATION PURSUANT TO THE PROVISIONS OF THE TEXAS PUBLIC INFORMATION ACT.

PURPOSE

The purpose of the Bayside Park Stakeholder Group is to provide input to the City Council regarding the creation of a public open space at the site of the former Wastewater Treatment Plant.

QUESTIONS

If you have questions or need more information about this application, please [email the Office of the City Secretary](#) or call (281) 291-5663.

FIRST NAME	Russ
LAST NAME	Rhodes
PHONE NUMBER	2814149579
EMAIL ADDRESS	
PLEASE CHOOSE THE OPTION THAT BEST DESCRIBES YOU	Resident (Old Seabrook)
STREET ADDRESS	1914 Todville Road
MAILING ADDRESS	Po Box 791
CITY	Seabrook
STATE	TX
ZIP	77586
HAVE YOU	No

PREVIOUSLY SERVED
ON A CITY OF
SEABROOK BOARD OR
COMMISSION?

IF YES, PLEASE
INDICATE WHICH
BOARD OR
COMMISSION YOU
HAVE SERVED.

I have not served on a City of Seabrook board or
commission.

HAVE YOU SERVED A
PARTIAL OR FULL TERM
ON THE CITY OF
SEABROOK CITY
COUNCIL?

No

HAVE YOU
PREVIOUSLY SERVED
ON A BOARD OR
COMMISSION OR
ANOTHER CITY OR
ORGANIZATION?

Yes

IF YES, PLEASE
INDICATE WHICH
CITIES/ORGANIZATIONS
YOU HAVE SERVED

I was selected for Carothers garden study, but was unable
to participate due to trips.

PLEASE DESCRIBE
YOUR INTEREST IN
SERVING ON THE
BAYSIDE PARK
STAKEHOLDER GROUP

I want to ensure the quality of life for current residents is
enhanced or maintained.

WHAT EXPERIENCE,
SKILLS, OR
PERSPECTIVES CAN
YOU BRING TO THIS
COMMITTEE? ARE YOU
FAMILIAR WITH THE
OLD SEABROOK
LIVABLE CENTER
STUDY?

I have lots of volunteer experience, Youth sports boards and
coach, chamber of commerce board and Senior leader for
Shell solving many complex issues.

WHAT IS YOUR VISION
FOR THE FUTURE OF
BAYSIDE PARK?

I would like this to be a space where residents come to enjoy
the area.

PLEASE PROVIDE ANY
ADDITIONAL
INFORMATION YOU
FEEL WOULD BE
USEFUL TO THE CITY
OF SEABROOK CITY
COUNCIL IN
CONSIDERING YOUR
APPLICATION

Field not completed.

TODAY'S DATE

12/26/2024

BY SUBMITTING THIS
APPLICATION, I
HEREBY AFFIRM THAT I
AM AWARE OF THE
REQUIREMENTS FOR
THE POSITION AND
CERTIFY THAT I MEET
THOSE REQUIREMENTS

I understand and agree

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Application for Appointment to the Bayside Park Stakeholder Group
Date: Thursday, December 26, 2024 7:04:49 PM

Application for Appointment to the Bayside Park Stakeholder Group

ALL INFORMATION PROVIDED IN THIS APPLICATION IS PUBLIC INFORMATION PURSUANT TO THE PROVISIONS OF THE TEXAS PUBLIC INFORMATION ACT.

PURPOSE

The purpose of the Bayside Park Stakeholder Group is to provide input to the City Council regarding the creation of a public open space at the site of the former Wastewater Treatment Plant.

QUESTIONS

If you have questions or need more information about this application, please [email the Office of the City Secretary](#) or call (281) 291-5663.

FIRST NAME	Sue
LAST NAME	Ruthstrom
PHONE NUMBER	832-217-7423
EMAIL ADDRESS	
PLEASE CHOOSE THE OPTION THAT BEST DESCRIBES YOU	Resident (Old Seabrook)
STREET ADDRESS	1501 Main St
MAILING ADDRESS	Field not completed.
CITY	Seabrook
STATE	TX
ZIP	77586
HAVE YOU	No

PREVIOUSLY SERVED
ON A CITY OF
SEABROOK BOARD OR
COMMISSION?

IF YES, PLEASE
INDICATE WHICH
BOARD OR
COMMISSION YOU
HAVE SERVED.

I have not served on a City of Seabrook board or
commission.

HAVE YOU SERVED A
PARTIAL OR FULL TERM
ON THE CITY OF
SEABROOK CITY
COUNCIL?

No

HAVE YOU
PREVIOUSLY SERVED
ON A BOARD OR
COMMISSION OR
ANOTHER CITY OR
ORGANIZATION?

No

IF YES, PLEASE
INDICATE WHICH
CITIES/ORGANIZATIONS
YOU HAVE SERVED

Field not completed.

PLEASE DESCRIBE
YOUR INTEREST IN
SERVING ON THE
BAYSIDE PARK
STAKEHOLDER GROUP

To provide a different perspective.

WHAT EXPERIENCE,
SKILLS, OR
PERSPECTIVES CAN
YOU BRING TO THIS
COMMITTEE? ARE YOU
FAMILIAR WITH THE
OLD SEABROOK
LIVABLE CENTER
STUDY?

Yes. I'm very familiar with the Livable Centers Study and I
was a Stakeholder for that. I have had successful businesses
in Old Seabrook and have been a resident in Old Seabrook
for 30 years. I am also a professional Artist and Designer.

WHAT IS YOUR VISION
FOR THE FUTURE OF
BAYSIDE PARK?

I'm for just leaving it as open area. No fishing on that side. A
place for people to actually sit and enjoy the water view. A
large piece of artwork out in the middle of the slough. Have
some kayaks or paddle boats and once a month a featured

Food Vendor. Food and Art events. The Bay has been almost completely blocked off to the public. Don't block off the slough with an Amphitheatre. We can put the Amphitheater on the lake with the convention center that's scheduled to be put up. They would also have plenty of parking for large venues! Driving up Main St and seeing an Amphitheater that is empty 90% of the time not only blocks the view of the water but also gives a feeling of an abandon structure. Allowing people to fish on that side of the Main St creates an area without a place not only for locals to park but also for locals to enjoy. Let's get creative with the slough and make an area that is beautiful and something that our City can really be proud of. Something that would enhance the area more than an amphitheater. The Amphitheater deserves to be in a larger area with the Convention Center where they can have large professional venues..... or down at Meador Park.

PLEASE PROVIDE ANY
ADDITIONAL
INFORMATION YOU
FEEL WOULD BE
USEFUL TO THE CITY
OF SEABROOK CITY
COUNCIL IN
CONSIDERING YOUR
APPLICATION

I think the City Council is already making a great effort in collecting useful information by asking for stakeholders and other members of the community to step up and get involved by sharing their ideas with City Council. Thank you for the opportunity.

TODAY'S DATE

12/26/2024

BY SUBMITTING THIS
APPLICATION, I
HEREBY AFFIRM THAT I
AM AWARE OF THE
REQUIREMENTS FOR
THE POSITION AND
CERTIFY THAT I MEET
THOSE REQUIREMENTS

I understand and agree

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Application for Appointment to the Bayside Park Stakeholder Group
Date: Saturday, December 28, 2024 3:39:27 PM

Application for Appointment to the Bayside Park Stakeholder Group

ALL INFORMATION PROVIDED IN THIS APPLICATION IS PUBLIC INFORMATION PURSUANT TO THE PROVISIONS OF THE TEXAS PUBLIC INFORMATION ACT.

PURPOSE

The purpose of the Bayside Park Stakeholder Group is to provide input to the City Council regarding the creation of a public open space at the site of the former Wastewater Treatment Plant.

QUESTIONS

If you have questions or need more information about this application, please [email the Office of the City Secretary](#) or call (281) 291-5663.

FIRST NAME	Christine
LAST NAME	Sholar
PHONE NUMBER	7135024849
EMAIL ADDRESS	
PLEASE CHOOSE THE OPTION THAT BEST DESCRIBES YOU	Resident (Old Seabrook)
STREET ADDRESS	1102 Essex Court
MAILING ADDRESS	1102 Essex Court
CITY	Seabrook
STATE	Texas
ZIP	77586
HAVE YOU	No

PREVIOUSLY SERVED
ON A CITY OF
SEABROOK BOARD OR
COMMISSION?

IF YES, PLEASE
INDICATE WHICH
BOARD OR
COMMISSION YOU
HAVE SERVED.

I have not served on a City of Seabrook board or
commission.

HAVE YOU SERVED A
PARTIAL OR FULL TERM
ON THE CITY OF
SEABROOK CITY
COUNCIL?

No

HAVE YOU
PREVIOUSLY SERVED
ON A BOARD OR
COMMISSION OR
ANOTHER CITY OR
ORGANIZATION?

No

IF YES, PLEASE
INDICATE WHICH
CITIES/ORGANIZATIONS
YOU HAVE SERVED

Field not completed.

PLEASE DESCRIBE
YOUR INTEREST IN
SERVING ON THE
BAYSIDE PARK
STAKEHOLDER GROUP

Make Seabrook more viable and attractive for future
businesses/living.

WHAT EXPERIENCE,
SKILLS, OR
PERSPECTIVES CAN
YOU BRING TO THIS
COMMITTEE? ARE YOU
FAMILIAR WITH THE
OLD SEABROOK
LIVABLE CENTER
STUDY?

I have a Masters in Health Care Administration and drive
results, generate revenue, operations and employment.

WHAT IS YOUR VISION
FOR THE FUTURE OF
BAYSIDE PARK?

Generate the future vision for Seabrook residents, visitors
and growth.

PLEASE PROVIDE ANY
ADDITIONAL
INFORMATION YOU
FEEL WOULD BE
USEFUL TO THE CITY
OF SEABROOK CITY
COUNCIL IN
CONSIDERING YOUR
APPLICATION

I have overseen healthcare, business operations, revenue regulatory and customer service for over 28 years. Also, Im an invested resident of Seabrook Texas.

TODAY'S DATE

12/28/2024

BY SUBMITTING THIS
APPLICATION, I
HEREBY AFFIRM THAT I
AM AWARE OF THE
REQUIREMENTS FOR
THE POSITION AND
CERTIFY THAT I MEET
THOSE REQUIREMENTS

I understand and agree

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Application for Appointment to the Bayside Park Stakeholder Group
Date: Thursday, December 26, 2024 3:23:53 PM

Application for Appointment to the Bayside Park Stakeholder Group

ALL INFORMATION PROVIDED IN THIS APPLICATION IS PUBLIC INFORMATION PURSUANT TO THE PROVISIONS OF THE TEXAS PUBLIC INFORMATION ACT.

PURPOSE

The purpose of the Bayside Park Stakeholder Group is to provide input to the City Council regarding the creation of a public open space at the site of the former Wastewater Treatment Plant.

QUESTIONS

If you have questions or need more information about this application, please [email the Office of the City Secretary](#) or call (281) 291-5663.

FIRST NAME	Mandy
LAST NAME	Smith
PHONE NUMBER	7379771990
EMAIL ADDRESS	
PLEASE CHOOSE THE OPTION THAT BEST DESCRIBES YOU	Resident (Other)
STREET ADDRESS	716 E MEYER
MAILING ADDRESS	716 e meyer
CITY	Seabrook
STATE	TX
ZIP	77586
HAVE YOU	No

PREVIOUSLY SERVED
ON A CITY OF
SEABROOK BOARD OR
COMMISSION?

IF YES, PLEASE
INDICATE WHICH
BOARD OR
COMMISSION YOU
HAVE SERVED.

I have not served on a City of Seabrook board or
commission.

HAVE YOU SERVED A
PARTIAL OR FULL TERM
ON THE CITY OF
SEABROOK CITY
COUNCIL?

No

HAVE YOU
PREVIOUSLY SERVED
ON A BOARD OR
COMMISSION OR
ANOTHER CITY OR
ORGANIZATION?

No

IF YES, PLEASE
INDICATE WHICH
CITIES/ORGANIZATIONS
YOU HAVE SERVED

Field not completed.

PLEASE DESCRIBE
YOUR INTEREST IN
SERVING ON THE
BAYSIDE PARK
STAKEHOLDER GROUP

I live in seabrook and would like to see better amenities for
the community that meet everyone's needs.

WHAT EXPERIENCE,
SKILLS, OR
PERSPECTIVES CAN
YOU BRING TO THIS
COMMITTEE? ARE YOU
FAMILIAR WITH THE
OLD SEABROOK
LIVABLE CENTER
STUDY?

I have a background in public service and in serving the
community and feel I have a skillset that could be an asset.

WHAT IS YOUR VISION
FOR THE FUTURE OF
BAYSIDE PARK?

To see a play area combined with fishing and swimming and
boating that everyone can enjoy

PLEASE PROVIDE ANY
ADDITIONAL
INFORMATION YOU
FEEL WOULD BE
USEFUL TO THE CITY
OF SEABROOK CITY
COUNCIL IN
CONSIDERING YOUR
APPLICATION

Field not completed.

TODAY'S DATE

12/26/2024

BY SUBMITTING THIS
APPLICATION, I
HEREBY AFFIRM THAT I
AM AWARE OF THE
REQUIREMENTS FOR
THE POSITION AND
CERTIFY THAT I MEET
THOSE REQUIREMENTS

I understand and agree

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Application for Appointment to the Bayside Park Stakeholder Group
Date: Thursday, December 26, 2024 3:53:02 PM

Application for Appointment to the Bayside Park Stakeholder Group

ALL INFORMATION PROVIDED IN THIS APPLICATION IS PUBLIC INFORMATION PURSUANT TO THE PROVISIONS OF THE TEXAS PUBLIC INFORMATION ACT.

PURPOSE

The purpose of the Bayside Park Stakeholder Group is to provide input to the City Council regarding the creation of a public open space at the site of the former Wastewater Treatment Plant.

QUESTIONS

If you have questions or need more information about this application, please [email the Office of the City Secretary](#) or call (281) 291-5663.

FIRST NAME	Cliff
LAST NAME	Tudor
PHONE NUMBER	2818516671
EMAIL ADDRESS	
PLEASE CHOOSE THE OPTION THAT BEST DESCRIBES YOU	Resident (Old Seabrook)
STREET ADDRESS	1110 Bryan Ave Trlr #3A
MAILING ADDRESS	<i>Field not completed.</i>
CITY	Seabrook
STATE	TX
ZIP	77586
HAVE YOU	No

PREVIOUSLY SERVED
ON A CITY OF
SEABROOK BOARD OR
COMMISSION?

IF YES, PLEASE
INDICATE WHICH
BOARD OR
COMMISSION YOU
HAVE SERVED.

I have not served on a City of Seabrook board or
commission.

HAVE YOU SERVED A
PARTIAL OR FULL TERM
ON THE CITY OF
SEABROOK CITY
COUNCIL?

No

HAVE YOU
PREVIOUSLY SERVED
ON A BOARD OR
COMMISSION OR
ANOTHER CITY OR
ORGANIZATION?

No

IF YES, PLEASE
INDICATE WHICH
CITIES/ORGANIZATIONS
YOU HAVE SERVED

Field not completed.

PLEASE DESCRIBE
YOUR INTEREST IN
SERVING ON THE
BAYSIDE PARK
STAKEHOLDER GROUP

As a resident across from the park, I hope I can give input for
the future of the park and water treatment plant.

WHAT EXPERIENCE,
SKILLS, OR
PERSPECTIVES CAN
YOU BRING TO THIS
COMMITTEE? ARE YOU
FAMILIAR WITH THE
OLD SEABROOK
LIVABLE CENTER
STUDY?

I have watched the evolution of 2nd Street/ Main Street since
2001. I have been active in the SVFD as the Chaplain since
2016. I am active with our Galveston Bay RC sailboats racing
we do at Bayside Park.

WHAT IS YOUR VISION
FOR THE FUTURE OF
BAYSIDE PARK?

Picnic tables, shade, Restroom s for public and sidewalk
around the current water treatment plant.

PLEASE PROVIDE ANY
ADDITIONAL
INFORMATION YOU
FEEL WOULD BE
USEFUL TO THE CITY
OF SEABROOK CITY
COUNCIL IN
CONSIDERING YOUR
APPLICATION

Field not completed.

TODAY'S DATE

12/12/2024

BY SUBMITTING THIS
APPLICATION, I
HEREBY AFFIRM THAT I
AM AWARE OF THE
REQUIREMENTS FOR
THE POSITION AND
CERTIFY THAT I MEET
THOSE REQUIREMENTS

I understand and agree

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [City Secretary](#)
Subject: Online Form Submittal: Application for Appointment to the Bayside Park Stakeholder Group
Date: Thursday, December 26, 2024 3:41:56 PM

Application for Appointment to the Bayside Park Stakeholder Group

ALL INFORMATION PROVIDED IN THIS APPLICATION IS PUBLIC INFORMATION PURSUANT TO THE PROVISIONS OF THE TEXAS PUBLIC INFORMATION ACT.

PURPOSE

The purpose of the Bayside Park Stakeholder Group is to provide input to the City Council regarding the creation of a public open space at the site of the former Wastewater Treatment Plant.

QUESTIONS

If you have questions or need more information about this application, please [email the Office of the City Secretary](#) or call (281) 291-5663.

FIRST NAME	Karen
LAST NAME	Tudor
PHONE NUMBER	7138514970
EMAIL ADDRESS	
PLEASE CHOOSE THE OPTION THAT BEST DESCRIBES YOU	Resident (Old Seabrook)
STREET ADDRESS	1110
MAILING ADDRESS	Bryan Ave #3A
CITY	Seabrook
STATE	TX
ZIP	77586
HAVE YOU	No

PREVIOUSLY SERVED
ON A CITY OF
SEABROOK BOARD OR
COMMISSION?

IF YES, PLEASE
INDICATE WHICH
BOARD OR
COMMISSION YOU
HAVE SERVED.

I have not served on a City of Seabrook board or
commission.

HAVE YOU SERVED A
PARTIAL OR FULL TERM
ON THE CITY OF
SEABROOK CITY
COUNCIL?

No

HAVE YOU
PREVIOUSLY SERVED
ON A BOARD OR
COMMISSION OR
ANOTHER CITY OR
ORGANIZATION?

Yes

IF YES, PLEASE
INDICATE WHICH
CITIES/ORGANIZATIONS
YOU HAVE SERVED

American congress of rehab medicine, American Spinal
Injury Association, National Association of Rehabilitation
Research and Training Centers

PLEASE DESCRIBE
YOUR INTEREST IN
SERVING ON THE
BAYSIDE PARK
STAKEHOLDER GROUP

Have lived off Main in Old Seabrook 20+ years and observed
needs of the community in this area

WHAT EXPERIENCE,
SKILLS, OR
PERSPECTIVES CAN
YOU BRING TO THIS
COMMITTEE? ARE YOU
FAMILIAR WITH THE
OLD SEABROOK
LIVABLE CENTER
STUDY?

No special expertise. Just interesting and common sense.

WHAT IS YOUR VISION
FOR THE FUTURE OF
BAYSIDE PARK?

Aesthetically pleasing, functional for the community as an
accessible, safe area to play and learn about water activities.

PLEASE PROVIDE ANY
ADDITIONAL
INFORMATION YOU
FEEL WOULD BE
USEFUL TO THE CITY
OF SEABROOK CITY
COUNCIL IN
CONSIDERING YOUR
APPLICATION

Field not completed.

TODAY'S DATE

12/26/2024

BY SUBMITTING THIS
APPLICATION, I
HEREBY AFFIRM THAT I
AM AWARE OF THE
REQUIREMENTS FOR
THE POSITION AND
CERTIFY THAT I MEET
THOSE REQUIREMENTS

I understand and agree

Email not displaying correctly? [View it in your browser.](#)

Bayside Stakeholders Applicant Summary

	Name	Type of App	PREVIOUSLY SERVED ON A CITY OF SEABROOK BOARD OR COMMISSION?	IF YES, PLEASE INDICATE WHICH BOARD OR COMMISSION YOU HAVE SERVED	HAVE YOU SERVED A PARTIAL OR FULL TERM ON THE CITY OF SEABROOK CITY COUNCIL?	HAVE YOU PREVIOUSLY SERVED ON A BOARD OR COMMISSION OR ANOTHER CITY OR ORGANIZATION ?	IF YES, PLEASE INDICATE WHICH CITIES/ORGANIZATIONS YOU HAVE SERVED	PLEASE DESCRIBE YOUR INTEREST IN SERVING ON THE BAYSIDE PARK STAKEHOLDER GROUP	WHAT EXPERIENCE, SKILLS, OR PERSPECTIVES CAN YOU BRING TO THIS COMMITTEE? ARE YOU FAMILIAR WITH THE OLD SEABROOK LIVABLE CENTER STUDY?	WHAT IS YOUR VISION FOR THE FUTURE OF BAYSIDE PARK?	PLEASE PROVIDE ANY ADDITIONAL INFORMATION YOU FEEL WOULD BE USEFUL TO THE CITY OF SEABROOK CITY COUNCIL IN CONSIDERING YOUR APPLICATION
1	Joe Butcher	Businesss Owner Old Seabrook -	NO		No	No		Improving the quality of life in Old Seabrook, and attracting more visitors/customers.	Have visited seaside towns and ports all over the world, and Texas. I know what types of places people like to visit	Lots of folks like to fish there, might leverage that attraction with a small fishing pier. The views great of the bay, perhaps public restrooms and off street parking.	
2	Kristi Hatfield	Businesss Owner Old Seabrook - Seabrook Cheese Company	No		No			have a long-standing connection with Seabrook, TX, with my family having established businesses in Seabrook such as Waite Wharf and Emery's Seafood. I see great potential for our city to develop this historic area into a family-friendly destination.	I own a new business in old Seabrook with my husband, Seabrook Cheese Co. we purchased the property and started up the business from scratch. I know intimately well the challenges that are presented in the immediate area related to city and local government regulations as well as national requirements put in place by FEMA.	I envision a walkable costal small town feel. A family focused, original, non-commercial business and unique shops. Similar to many seaside towns me and my family visit in Florida yearly.	
3	Jon Jarnagin	Business Owner Old Seabrook -	No		NO			As a resident and business owner in Old Seabrook im concerned about the future of Seabrook. I want to see the park meet the needs of the residences in Old Seabrook and the Bay Area	I'm an Business owner and resident in Old Seabrook. I can bring the perspective of wants from both sides. Yes I am familiar with the study	A functional flexible park space for residence and visitors in the area.	
4	Jennifer Pitts	Business Owner Old Seabrook - Jenuiune Treasures	No		No	Yes	Old Seabrook Livable Studies	As a small business owner in Old Seabrook, I have a strong interest in its development.	I was part of the Livable Studies group several years ago. My business has been a part of Old Seabrook for 5 years. I have also coordinated craft markets for over 15 years in three different cities. I believe my creative thinking can be of use for the revitalization of Old Seabrook.	I would love to see a park with picnic tables and open space for families to use.	
5	Sibbian Roe	Business Owner Old Seabrook - Midnite Slice	NO		No			Several people have asked me to try to join this. I own a business blocks away, and the parks success could be helpful to my business.	I tried to download the liveable center study, but the link is broken on the website for et. I understand it to mean that we want an area where people can show up walk around and hangout. Maybe like Muekies but updated. I was sad that Midnite wasn't included as part of Old Seabrook in the questionnaire that went out. I believe we are. I've owned a business here for 12 years, my aunt Kandi also owns a business on this street and has since I was a teenager. I love Seabrook and am deeply committed to it's success	This area is already very popular and communal, I'd love to see it grow. I'd like to see it more properly attached to the trails.	
6	Brooke Villanueva	Business Owner Old Seabrook - Merlion	No		No	Yes	Development something	As a local business owner it's important to be involved	From New Braunfels worked with Henry Family that owned Schlitterbahn. Worked on local marketing	See it thrive	
7	Joseph Birkofer	Resident - 902 Todvile	NO		No	No		I live on Todville and will be retiring there	I was active in support of the park near our home in Rice Village	A highly accessible place for families to gather and enjoy the natural beauty of the Lagoon	of Seabrook Sailing Club for 20 years and plan on retiring to my
8	Beth Dennard	Resident - 902 Todvile			No	No		I've lived in Seabrook for 36 years in 3 different homes that I've owned. I consider myself a Seabrook stakeholder.	Experienced in running a small and successful business that requires working with people of all ages and complex processes.	My vision is to create a safe and natural space that is congruent with the vision and identity of Seabrook, a Galveston Bay-side city known for beautiful and wellgroomed trails, boat launches, sunrises and good	I love to create outdoor spaces for people and pets to enjoy.

9	Kevin Hayes	Resident 2528 Pelican Dr	No		No	No		I am a member at Lakewood Yacht Club and also in charge of the local radio sailing group. We have been using Bayside Park as our racing venue for radio sailing. There is a lot of interest to see this sport grow and we have hosted 3 major events here that have attracted sailors from all over the country. We currently are bidding to host the National Championships at this venue in 2026 which would attract 6070 competitors, with the majority of them from out of town and would be staying at local hotels.	I have lived in Seabrook since I was year old (54 years now). I would like to see this park be established as multi function use and highlight the fact it is on the water and used for water sports. I do remember Old Seabrook with Curlys Corner, Zackies, etc and love the small town atmosphere that Old Seabrook brings. I would love to see this area develop with more shops, cafes, etc. and become a destination much like Old Town Spring. I am not familiar with the old Seabrook Livable Center Study but I am interested in hearing more about it.	I would love to see an open air pavilion to be used by multiple uses, walking trail throughout the park with the perimeter with a low bulkhead to provide for radio sailing and also be accessed by paddle boards and kayaks.	any previous committees in Seabrook so I don't have a hidden agenda. I would like to be able to speak on behalf of the radio sailing group that we would love to be able to use this site as well as the current Bayside Park for our
10	Kelly Hudson	Resident - 2510 Hollybrook Dr	No		No	No		I live in old Seabrook and want to see it thrive as I know it can. Main St beautification and the Bayside park will be impairative to the east side and bringing in non-residents and their money spent at our best restaurants and stores. The "small town" feel of old Seabrook and Main street is unique to our area. It's unlike anything in the close vicinity. It needs to be preserved as it will greatly benefit Seabrook, not just esthetically, but financially. The park will bring the community together, again, preserving the small town feel. I have some great ideas and am open minded. I think I will be an asset to this committee. So, please consider me for this position.	I am extremely familiar with the study. I have been studying it for weeks. I agree with the mayor, "old Seabrook is the heart of the city." I have planned many fundraisers and benefits. I have done everyone of them without spending a dime, and have been quite successful financially. I have a strong social media presence and I'm good at engaging people. My husband works for NASA (many employees live in Seabrook) and he is a very successful local musician. Together we know many people who are invested in seeing this park meet its potential.	I am pro small non commercial business. It's what separates old Seabrook from the west side of 146. I would like to see community concerts by local musicians and singer/songwriter sessions. Local main st festivals featuring local specialties (ie shrimp, crawfish, taste of the town ect type festivals). Including moving celebration Seabrook to main st. It's a great spot as it's easy to redirect traffic for street closures. I believe the park should have a stage, a safe playground (maybe a small fence around for fast sneaky toddlers, since near the water.) Benches for parents and shade for kids and parents. I have many more long term ideas if the park is proven successful. I regularly look at small towns and the festivals/parades/community concerts. I have seen what works and what doesn't. When I was a teen, my aunt had a shop in old town spring. The small streets were bustling with folks walking to and from shops and restaurants. I think we could have something similar but, with our Seabrook charm and character. These upgrades to main st (the park) would draw in small businesses. Everything is	
11	Chris Kuhlman	Resident - 1002 Todville	Yes	Master Plan Review, Seabrook Economic Development Corporation	Yes	Yes	Seabrook Eco-Tourism Committee, Seabrook-Galapagos Sister City Committee, Seabrook Association Endowment Foundation, San Jacinto College Advisory Board	As long as I have lived in Seabrook, it has been my dream to see the treatment plant moved to a more appropriate location and utilize the waterfront area as a recreational site. As a city councilman 1990-92, one of my main objectives was to repurpose the site and Main St. I worked with the city and design firm to develop a master plan. I feel like I helped plant the seed for this and grateful to see it come to fruition.	Past experience in eco-tourism as a Texas Master Naturalist, owner commercial photographer/video production company for the past 47+ years including FAA licensed UAS(remote drone) pilot.	I believe as stated, the site could be utilized for general waterfront recreation with an emphasis on eco-tourism such as birding & kayaking.	As a conceptual thinker I have the ability to envision ideas outside the box and I'm open to hearing others ideas and working as a creative team.
12	Eleanor Place	Resident - 1406 Todville	No		No	No		Close to my home.	I read the study.	Something calm and won't facilitate more trash on Main street or Todville road.	
13	Cody Powell	Resident - 2000 Bahama Dr #4	No		No	No		I would like to donate my time & talented skills for the benefit of Seabrook and it's residents and business owners in the area.	Nature Lover, Animal & Wildlife Lover, Skills in construction & home restoration, Loads of great reviews on Nextdoor and Facebook.	A Dog Park	
14	Russ Rhodes	Resident - 1914 Todville	No		No	Yes	Carothers garden study, but was unable to participate due to	I want to ensure the quality of life for current residents is enhanced or maintained.	I have lots of volunteer experience, Youth sports boards and coach, chamber of commerce board and Senior leader for Shell solving many complex issues.	I would like this to be a space where residents come to enjoy the area.	

15	Sue Ruthstrom	Resident - 1501 Main St	No		No	No		To provide a different perspective.	Yes. I'm very familiar with the Livable Centers Study and I was a Stakeholder for that. I have had successful businesses in Old Seabrook and have been a resident in Old Seabrook for 30 years. I am also a professional Artist and Designer.	I'm for just leaving it as open area. No fishing on that side. A place for people to actually sit and enjoy the water view. A large piece of artwork out in the middle of the slough. Have some kayaks or paddle boats and once a month a featured Food Vendor. Food and Art events. The Bay has been almost completely blocked off to the public. Don't block off the slough with an Amphitheatre. We can put the Amphitheater on the lake with the convention center that's scheduled to be put up. They would also have plenty of parking for large venues! Driving up Main St and seeing an Amphitheater that is empty 90% of the time not only blocks the view of the water but also gives a feeling of an abandon structure. Allowing people to fish on that side of the Main St creates an area without a place not only for locals to park but also for locals to enjoy. Let's get creative with the slough and make an area that is beautiful and something that our City can really be proud of. Something that would enhance the area more than an amphitheater. The Amphitheater deserves to be in a larger area with the Convention Center where	I think the City Council is already making a great effort in collecting useful information by asking for stakeholders and other members of the community to step up and get involved by sharing their ideas with City Council. Thank you for the opportunity.
16	Christine Sholar	Resident - 1102 Essex	No		No	No		Make Seabrook more viable and attractive for future businesses/living.	I have a Masters in Health Care Administration and drive results, generate revenue, operations and employment.	Generate the future vision for Seabrook residents, visitors and growth.	healthcare, business operations, revenue regulatory and customer service for
17	Mandy Smith	Resident - 716 E. Meyer	No		No	No		I live in seabrook and would like to see better amenities for the community that meet everyone's needs.	I have a background in public service and in serving the community and feel I have a skillset that could be an asset.	To see a play area combined with fishing and swimming and boating that everyone can enjoy	
18	Cliff Tudor	Resident - 1110 Bryan Ave Trlr #3A	No		No	No		As a resident across from the park, I hope I can give input for the future of the park and water treatment plant.	I have watched the evolution of 2nd Street/ Main Street since 2001. I have been active in the SVFD as the Chaplain since 2016. I am active with our Galveston Bay RC sailboats racing we do at Bayside Park.	Picnic tables, shade, Restroom s for public and sidewalk around the current water treatment plant.	
19	Karen Tudor	Resident - 1110 Bryan Ave Trlr #3A			No	Yes	rehab medicine, American Spinal Injury Association, National Assoctuin of Rehabilitation Research and Training Centers	Have lived off Main in Old Seabrook 20+ years and observed needs of the community in this area	No special expertise. Just interesting and common sense.	Aesthetically pleasing, functional for the community as an accessible, safe area to play and learn about water activities.	



Agenda Briefing

Date of Meeting: January 7, 2025

Responsible Department: Public Works

Presenter: Brian Craig, City Engineer

Briefing Prepared By: Brian Craig

Strategic Focus Area:

General Information:

Approve the rejection of bids; as only one bid received, from RFP 2024-16-335 Sidewalk Removal and Replacement Project and rebid using Civcast.

Executive Summary / Background:

The City of Seabrook issued a bid invitation for the annual Sidewalk Removal and Replacement Project, following all advertisement requirements and open for the designated period. Only one bid was received and to make a financially sound decision, staff would like to reject the bid and re-bid using Civcast to attempt to get more bidders for bid comparison and contractor selection.

Funding / Fiscal Information:

Funds for this annual project are within 500-5155 Maint-Sidewalks with a budgeted amount of \$100,000.

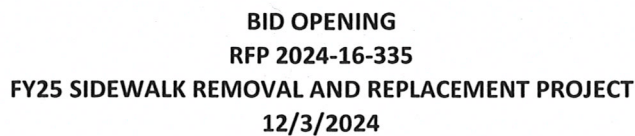
Supporting Materials Attached:

1. 2024-16-335 BID TABULATION & SIGN IN SHEET

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

Staff recommends rejecting the current bid due to the lack of competition, as there is only one bidder and suggest rebidding the project through Civcast advertising to attract at least two or more bids, ensuring a competitive selection process for the annual funds.

[illegible]



Agenda Briefing

Date of Meeting: January 7, 2025

Responsible Department: Public Works

Presenter: Brian Craig, City Engineer

Briefing Prepared By: Brian Craig

Strategic Focus Area:

General Information:

Consider and take all appropriate action on bid award and execution of a contract for RFP 2024-08-336, Old State Highway 146 Interconnect to Bull-G Construction LLC, not to exceed \$510,911.00.

Executive Summary / Background:

The City of Seabrook solicited bids for a water line interconnect project along Old SH 146 to interconnect with the City of Pasadena. Nine bids were received with the second low bidder; Bull-G Construction, LLC being the most qualified, responsible, and responsive bidder based on previous project experience, work history with Seabrook and project cost in an amount not to exceed \$510,911.00.

Funding / Fiscal Information:

Supporting Materials Attached:

1. Letter of Recommendation_Old 146 WL Interconnet
2. Bull-G Front End Documents - Old State Highway 146 Interconnect_SIGNED

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

City Staff agrees with Cobb Fendley's assessment of Bull-G being the most qualified, responsible and responsive bidder and to enter into a contract for this project.

December 9, 2024

Mr. Brian Craig
Public Works Director/City Engineer
City of Seabrook
1700 First Street
Seabrook, Texas 77586

Re: Letter of Recommendation
Old State Highway 146 Interconnect
Seabrook Project No. 2024-08-336
CobbFendley Project No. 1912-001-14

Dear Mr. Craig,

On Thursday, November 14th, 2024, nine (9) bids were received on the above referenced project. The following is a summary of our bid evaluation:

1. Bid Tabulation Sheet – Nine (9) construction firms participated in the bidding process. The bids were received by the City of Seabrook and the bidders bid information was checked for mathematical errors and/or bid irregularities by CobbFendley. The bids for the total project shown on the attached bid tabulation spreadsheet.
2. Contractor Qualifications Memo – CobbFendley requested a list of references for projects similar to this water line interconnect project from the lowest 3 bidders for consideration. In particular, the qualifications were evaluated for projects in which the Contractor had performed work in Harris County ROW, work of similar size and scope, and work around pipelines. Along with these qualifications, the financial ability of the Contractor to perform the work on this project was evaluated. LG&G Construction, Inc., Bull G Construction, LLC and Underground Construction Solutions returned requests for work experience and references are provided to the attached Contractors Qualification Memo.

Based on our review of the bids and the qualifications of the bidders, Bull G Construction, LLC appears to be the most qualified, responsible and responsive bidder of the three lowest bidders. For these reasons we recommend award of the contract to **Bull G Construction, LLC** for a total **Bid Price of \$510,911.00**.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.



Kerry Lackey, P.E.
Senior Project Manager

CC: Kevin Padgett, City of Seabrook
Jesse Olivo, City of Seabrook

Attachments:

- Bid Tabulation
- Contractor Qualifications Memo

PROJECT: OLD STATE HIGHWAY 146 INTERCONNECT
CLIENT: CITY OF SEABROOK
DATE OF BID OPENING: NOVEMBER 15, 2024
TIME: 10:00 AM
SEABROOK PROJECT NUMBER: 2024-08-336

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6	
				LG&G CONSTRUCTION, INC		BULL G CONSTRUCTION, LLC		UNDERGROUND CONSTRUCTION SOLUTIONS		McKINNEY CONSTRUCTION, INC.		MAR-CON SERVICES, LLC		ALCOTT, INC dba TCH	
BASE BID ITEMS				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Item No.	Item Description	Unit	Quantity												
1	Mobilization (No Greater Than 5% of Total Bid)	LS	1	\$ 14,000.00	\$ 14,000.00	\$ 23,000.00	\$ 23,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 31,011.50	\$ 31,011.50	\$ 25,000.00	\$ 25,000.00
2	Traffic Control and Regulation, in Accordance with Drawings and Specifications, Complete in Place	LS	1	\$ 15,975.00	\$ 15,975.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00	\$ 136,996.10	\$ 136,996.10	\$ 7,500.00	\$ 7,500.00
3	12-Inch PVC Waterline (AWWA C900), by Open Cut or Trenchless Construction, including Bends, Fittings, Disinfection and Pressure Test, Complete in Place	LF	3,872	\$ 75.00	\$ 290,400.00	\$ 85.00	\$ 329,120.00	\$ 110.00	\$ 425,920.00	\$ 110.00	\$ 425,920.00	\$ 97.00	\$ 375,584.00	\$ 137.50	\$ 532,400.00
4	12-Inch Wet Connection, Complete in Place	EA	1	\$ 10,975.00	\$ 10,975.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 8,500.00	\$ 8,500.00	\$ 2,504.00	\$ 2,504.00	\$ 9,062.50	\$ 9,062.50
5	18-Inch Wet Connection, Complete in Place	EA	1	\$ 12,600.00	\$ 12,600.00	\$ 9,000.00	\$ 9,000.00	\$ 6,000.00	\$ 6,000.00	\$ 20,000.00	\$ 20,000.00	\$ 3,202.00	\$ 3,202.00	\$ 18,125.00	\$ 18,125.00
6	12-Inch Gate Valves, AWWA C509, Mechanical Joint, Resilient Wedge, NRS Open Counterclockwise with Valve Box and Concrete Pad, Complete in Place	EA	2	\$ 5,675.00	\$ 11,350.00	\$ 4,000.00	\$ 8,000.00	\$ 3,600.00	\$ 7,200.00	\$ 20,000.00	\$ 40,000.00	\$ 4,771.80	\$ 9,543.60	\$ 5,200.00	\$ 10,400.00
7	Meter Vault Assembly, Including all Hardware and Valves, Complete in Place	EA	1	\$ 85,670.00	\$ 85,670.00	\$ 87,981.00	\$ 87,981.00	\$ 75,000.00	\$ 75,000.00	\$ 25,000.00	\$ 25,000.00	\$ 75,603.50	\$ 75,603.50	\$ 122,500.00	\$ 122,500.00
8	Extend Existing Culvert with 24" RCP, Including Backfilling Existing Ditch and Sodding, Complete in Place	LS	1	\$ 10,675.00	\$ 10,675.00	\$ 5,810.00	\$ 5,810.00	\$ 4,500.00	\$ 4,500.00	\$ 15,000.00	\$ 15,000.00	\$ 4,749.80	\$ 4,749.80	\$ 7,500.00	\$ 7,500.00
9	Non-Destructive Testing/Potholing for Pipeline Crossings	EA	5	\$ 1,200.00	\$ 6,000.00	\$ 3,000.00	\$ 15,000.00	\$ 4,000.00	\$ 20,000.00	\$ 2,500.00	\$ 12,500.00	\$ 2,200.40	\$ 11,002.00	\$ 3,500.00	\$ 17,500.00
SUBTOTAL BASE BID					\$ 457,645.00		\$ 485,911.00		\$ 571,620.00		\$ 596,920.00		\$ 650,196.50		\$ 749,987.50
SUPPLEMENTAL ITEMS															
10	Additional Non-Destructive Testing/Potholing for Pipeline Crossings, as Instructed by the Engineer	EA	5	\$ 1,200.00	\$ 6,000.00	\$ 3,000.00	\$ 15,000.00	\$ 4,000.00	\$ 20,000.00	\$ 2,500.00	\$ 12,500.00	\$ 2,142.90	\$ 10,714.50	\$ 3,500.00	\$ 17,500.00
11	Install Extra Cement Stabilized Sand, as Instructed by the Engineer	CY	100	\$ 65.00	\$ 6,500.00	\$ 25.00	\$ 2,500.00	\$ 50.00	\$ 5,000.00	\$ 25.00	\$ 2,500.00	\$ 12.10	\$ 1,210.00	\$ 62.50	\$ 6,250.00
12	Install Extra Select Fill, as Instructed by the Engineer	CY	300	\$ 35.00	\$ 10,500.00	\$ 25.00	\$ 7,500.00	\$ 20.00	\$ 6,000.00	\$ 25.00	\$ 7,500.00	\$ 7.10	\$ 2,130.00	\$ 25.00	\$ 7,500.00
SUBTOTAL SUPPLEMENTAL ITEMS					\$ 23,000.00		\$ 25,000.00		\$ 31,000.00		\$ 22,500.00		\$ 14,054.50		\$ 31,250.00
TOTAL BID (BASE BID & SUPPLEMENTAL ITEMS) PRICE					\$ 480,645.00		\$ 510,911.00		\$ 602,620.00		\$ 619,420.00		\$ 664,251.00		\$ 781,237.50

				BIDDER NO. 7		BIDDER NO. 8		BIDDER NO. 9	
				TEKKOTA ENTERPRISES, LLC		CARTER CONSTRUCTION, LLC		CRACON, INC	
BASE BID ITEMS				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Item No.	Item Description	Unit	Quantity						
1	Mobilization (No Greater Than 5% of Total Bid)	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 37,000.00	\$ 37,000.00	\$ 37,000.00	\$ 37,000.00
2	Traffic Control and Regulation, in Accordance with Drawings and Specifications, Complete in Place	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 25,000.00	\$ 25,000.00	\$ 44,000.00	\$ 44,000.00
3	12-Inch PVC Waterline (AWWA C900), by Open Cut or Trenchless Construction, including Bends, Fittings, Disinfection and Pressure Test, Complete in Place	LF	3,872	\$ 163.00	\$ 631,136.00	\$ 131.00	\$ 507,232.00	\$ 174.00	\$ 673,728.00
4	12-Inch Wet Connection, Complete in Place	EA	1	\$ 2,600.00	\$ 2,600.00	\$ 4,600.00	\$ 4,600.00	\$ 1,320.00	\$ 1,320.00
5	18-Inch Wet Connection, Complete in Place	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 5,200.00	\$ 5,200.00	\$ 3,700.00	\$ 3,700.00
6	12-Inch Gate Valves, AWWA C509, Mechanical Joint, Resilient Wedge, NRS Open Counterclockwise with Valve Box and Concrete Pad, Complete in Place	EA	2	\$ 4,000.00	\$ 8,000.00	\$ 7,500.00	\$ 15,000.00	\$ 4,400.00	\$ 8,800.00
7	Meter Vault Assembly, Including all Hardware and Valves, Complete in Place	EA	1	\$ 80,000.00	\$ 80,000.00	\$ 110,000.00	\$ 110,000.00	\$ 75,000.00	\$ 75,000.00
8	Extend Existing Culvert with 24" RCP, Including Backfilling Existing Ditch and Sodding, Complete in Place	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 4,300.00	\$ 4,300.00	\$ 4,900.00	\$ 4,900.00
9	Non-Destructive Testing/Potholing for Pipeline Crossings	EA	5	\$ 1,600.00	\$ 8,000.00	\$ 5,500.00	\$ 27,500.00	\$ 1,150.00	\$ 5,750.00
SUBTOTAL BASE BID					\$ 761,736.00		\$ 735,832.00		\$ 854,198.00
SUPPLEMENTAL ITEMS									
10	Additional Non-Destructive Testing/Potholing for Pipeline Crossings, as Instructed by the Engineer	EA	5	\$ 1,600.00	\$ 8,000.00	\$ 5,500.00	\$ 27,500.00	\$ 1,150.00	\$ 5,750.00
11	Install Extra Cement Stabilized Sand, as Instructed by the Engineer	CY	100	\$ 20.00	\$ 2,000.00	\$ 51.00	\$ 5,100.00	\$ 50.00	\$ 5,000.00
12	Install Extra Select Fill, as Instructed by the Engineer	CY	300	\$ 5.00	\$ 1,500.00	\$ 36.00	\$ 10,800.00	\$ 4.00	\$ 1,200.00
SUBTOTAL SUPPLEMENTAL ITEMS					\$ 11,500.00		\$ 43,400.00		\$ 11,950.00
TOTAL BID (BASE BID & SUPPLEMENTAL ITEMS) PRICE					\$ 773,236.00		\$ 779,232.00		\$ 866,148.00

Mathematical Errors Corrected by Engineer

12.9.2024**CONTRACTOR QUALIFICATIONS MEMO – OLD STATE HIGHWAY 146 INTERCONNECT****Bid Opening and Bid Tab**

The City of Seabrook opened bids on November 14, 2024, at 10:00am. There were 9 bidders on the project as shown on the attached bid tabulation spreadsheet. Three bidders, Mar-Con Services, LLC, Alcott, Inc. dba TCH, and Carter Construction, LLC, had mathematical errors on their bid form.

Evaluation of Bidders Qualifications (Lowest 3 Bidders)**LG&G Construction, Inc.**

- Primary work performed: general civil contracting, has worked on small water line work and several recent meter vault and assembly installations, other work such as sanitary sewer extensions, splash pad site work, fences, clearing and grubbing and WWTP reuse system bypass
- Provided list of references, including work for several utility districts in Harris and surrounding counties; subcontractor for Williams Bros on TxDOT utility relocations
- Project costs range from \$33k to \$310k (prime) & \$963k (sub on TxDOT job)
- References were reviewed, they include work with many well-known Houston area Engineering Firms
- Has worked on some smaller projects in Harris County ROW for MUDs
- BID PRICE: \$480,645.00

Bull G Construction, LLC

- Primary work performed: underground water line utilities
- Provided list of references, including work in Seabrook, La Porte, and several utility districts in Harris and surrounding counties
- Project costs range from \$56k to \$682k
- References were reviewed, some of which included CobbFendley project managers
- Has worked on many projects that are within Harris County ROW
- BID PRICE: \$510,911.00

Underground Construction Solutions

- Primary work performed: underground water line utilities
- Provided list of references, including work in Seabrook, Morgan's Point, League City, and Houston
- Project costs range from \$36k to \$2.98M
- References were reviewed, some of which included CobbFendley project managers
- Has worked on many projects that are within Harris County ROW
- BID PRICE: \$602,620.00

LG&G CONSTRUCTION, INC.

LG&G Construction, Inc.
6702 Loma Vista
Houston, TX 77085

Email: lggconstruction@yahoo.com

President: Luis F Gomez

O: (713) 569-8897

C: (713) 498-8357

EXPERIENCE

City of Alvin
216 West Sealy
Alvin, TX 77511
Bret Cole
bcole@psf.alvin.com

Project:
2008 Sidewalk Project
\$ 105,475.60
Completed 12/2008

Jones & Carter Engineers
6335 Gulfton Dr.
Houston, TX 77081
Brent Fields
Cell : 281-642-3009
bfields@jonescarter.com

Owner:
Malcomson Road Utility
District. c/o Young &
Brooks
1415 Louisiana, 5th
floor Houston TX 77002
Mr. Ron Young
713-951-8800
Project:
Gravity Relief Sewers
\$48,704.60
Completed 7/2009
*Underground Utilities

City of League City
305 East Main
League City, TX 77573
John Latrop
281-554-1459

Project:
Sewer Line Connection
\$ 33,000
Completed 10/2009

Kimley-Horn & Associates Inc.
12012 Wickchester Lane, Suite 500
Houston, TX 77079
Keith McBride
281-579-9300
Keithmcbride@kimley-horn.com

Project:
8" Sanitary Sewer Line
and 8" Waterline
\$74,438.75
Completed 3/2010

City of Alvin
216 West Sealy
Alvin, TX 77511
Bret Cole
bcole@psf.alvin.com

Project:
Small Diameter
Waterline Replacement
\$96,733
Completed 7/2010

Benchmark Engineering
2400 Fountain view Dr, Suite 500
Houston TX 77057
713-266-9930
Paul Naiser

Project:
Fort Bend County MUD
No. 119
8" Waterline Along
Voss Rd.
\$55,486
Completed 7/2010

City of Alvin
216 West Sealy
Alvin, TX 77511
Bret Cole
bcole@pdf.alvin.com

Project:
2009 Concrete Repair
\$120,000
Completed 12/2010

Jones & Carter Inc.
6335 Gulfton Dr. Suite No. 100
Att: Brent Fields P.E.
713-777-5337

Owner:
Harris county MUD
No. 400
5850 San Felipe
Houston TX 77057
Construction of Fire line
for Parks Lakes Landing
Phase II
\$ 71,602.12
Completed 7/19/2011

City of Baytown
2401 Market St.
P.O. Box 424
Brent Coslow
Phone: 281-420-7119

Project:
Chambers County
Water and sanitary
Sewer Improvements
& 8" Meter Vault
\$ 43,411.50
Completed 11/23/2011

City of Alvin
216 Market St.
Alvin, TX. 77511
Bret Cole
bcole@psf.alvin.com

Project:
2011 Waterline
Project 3900 L.F 8"
Waterline & 8 Fire
Hydrants
\$250,600
Completed 1/15/2012

Atkinson Engineers
15425 North Freeway, Suite 140
Houston TX 77090
281-872-7600

Project:
12" Water main to
Cypresswood at
Trenschwig Center,
\$86,250.17
Completed 4/25/2012

Atkinson Engineers
15425 North Freeway, Suite 140
Houston TX 77090
281-872-7600

Project:
Construction of 12"
Water main to serve
Addicks Utility District
Harris County, Texas
\$73,050.66
Completed 6/24/2011

Jacobs Engineering Group
North American Infrastructure Group
5995 Rogerdale Rd
Houston TX 77072

Project:
Water Interconnect
Meter & Vault to Serve
Fort Bend County
Freshwater Supply
District No.1 & the City
Of Arcola
\$84,244
Completed 7/16/2012

AEI Engineering
616 FM 1960 West Ste250
Houston TX 77090
281-350-7027

Project:
Waterline Replacement
Phase I
Owner:
Fort Bend County MUD
No. 19
\$98,112.50
Completed 1/8/2013

EBY Engineers, Inc.
TBPE Firm F-1127
Houston TX

Project:
Waterline Interconnect
With NorthWest Harris
County MUD 30
Owner:
Harris County MUD No.34
\$93,725
Completed 2/25/2013

City of Alvin
216 West Sealy
Alvin, TX 77511
Bret Cole
bcole@psf.alvin.com

Project:
2013 Downtown
\$139,170
Completed

LJA Engineering, Inc.
2929 Briarpark Dr
Suite 600
Houston TX 77042-3703
David Rivera 713-953-5200

Project:
Imperial Ball Parks Loft
Imperial Redevelopment
City of Sugarland
Fort Bend County, TX
\$141,518.75

Daniel Scott Engineering LLC
19701 Morris(HWY 6)
Manvel, TX 77578
281-519-8530

Project:
Lewis Lane Waterline loop
City of Manvel
Brazoria County TX
\$176,530
Completed 7/2015

Addicks Utility District
c/o Schwartz, Page & Harding, LLP
1300 Post Oak Blvd. Ste. 1400

Project:
12" Water Main & 8" & 12"
Sanitary Sewer Extension

Houston TX 77056
Tel: 713-623-4531

Along Morton Rd to Serve
Accumulators, INC.
\$190,926

Jones & Carter
8701 New Trails Dr.
The Woodlands, TX 77381
Tel: 281-363-4039

Project:
Lift Station No.2
Access Rd Replacement
for Harris County MUD
No. 26
\$130,251
Completed

Fort Bend MUD No.19
8313 Southwest Freeway
Houston, TX
Phone: 713-270-5700

Project:
Waterline Replacement
Phase IV to Serve
Riverwood village Section
One
\$67,972.90

Terra-Gosling LLC
Jones & Carter
8701 New Trails Dr. Ste. 200
The Woodlands, TX 77381

Project:
Water & Sanitary Sewer
Extension Along Gosling
Rd to serve 7.965-acre
Terra Gosling, LLC
Development
\$252,986.25

Jones & Carter
6330 West Loop South Ste 150
Bellaire, TX 77401

Project:
Coventry Park Dr.
Waterline Relocate for
Baker-Cypress MUD
\$66,557.50

Pasadena Trails Resident Owned Community
c/o Aurora Technical Services
12941 North Freeway, Ste 500
Houston TX 77060
Att: Rafael Ortega

Project:
Pasadena Trails Pavement
& Drainage Rehab for
Pasadena Trails Resident
Owned Com.
\$282,815.81
Completed

City of Alvin
C/O Jim Nance
1100 west HWY 6
Alvin, TX 77511

Project:
Alvin Culvert Replacement
Replacement Project
(5) Five Location
\$43,800.00
Completed: 3/2018

Fort Bend MUD #118 c/o Jones & Carter 6330 West Loop South #150 Bellaire Tx 77401 Att: Michael Gurka	<u>Project:</u> Fort Bend MUD No.118 Interconnect with Fort Bend MUD No. 146 \$108,753.00 Completed: 2/2018
City of Alvin 216 West Sealy Alvin, TX 77511 Bret Cole bcole@psf.alvin.com	<u>Project:</u> 2017 Sidewalk Project \$279,570.00 Completed 9/2018
K&M Contraction , INC 21 West valley Brook RD Long Valley, NJ 07853 973-713-4183	Quala Plant Industrial Concrete, La Porte, TX \$81,500 Completed:06/2018
Fort Bend MUD #118 c/o Jones & Carter 6330 West Loop South #150 Bellaire Tx 77401 Att: Michael Gurka	<u>Project:</u> Water, Drainage & Paving Facilities for Splash Pas \$96,946.65 Completed: 8/2018
Forest Hill MUD AEI Engineering LLC 11450 Compaq Center Dr. Suite 660 Houston, TX 77070 281.350.7027 Att: Ross Crawford	<u>Project :</u> TC Jester Water Line replacement & Interconnect W/ Mount Houston RD MUD \$122,380.10 Completed:05/2018
Fort Bend Count MUD no. 225 Costello, Inc 2107 City West Blvd 3 rd Floor Houston Tx 77042 Att: Ariel Mejia	<u>Project:</u> Clearing & Grubbing For Bryan Crossing \$134,100 Completed

Emerald Forest U.D.

AEI Engineering LLC

11450 Compaq Center Dr. Suite 660

Houston, TX 77070

281.350.7027

Att: Ross Crawford

Project:

8" Sanitary Sewer

Extension Along

Woodedge to serve

STVA Scaffold INC Tract

\$63,620

Completed

CY-Champ Park Service Dog Memorial

Axis Building, LLC

10963 cutten Rd. Ste B102

Houston, TX 77066

832-900-9429

Att: Brian Jernigan

Project:

Site prep, foundation

work, Coordination W/

Granite installer, pavers

Electrical & Landscaping

\$129,285

Completed

VanDeWiele & Volger Incorporated

2925 Briarpark Dr. Suite 275

Houston, Texas 77042

O: 713-782-0042

Andres M. Juarez

Project:

Clearing & Grubbing

\$ 57,730.00

Completed 2019

Jones & Carter

6330 West Loop South, Suite 150

Bellaire, Texas 77401

Tel: 713-777-5337

Michael P. Gurka, P.E

Project:

Construction of Water

Drainage, & Paving

Facilities for Splash Pad

\$93,184.15

Completed 2019

Owner:

Fort Bend County MUD. 118

AEI Engineering LLC

11450 Compaq Center Dr. Suite 660

Houston, TX 77070

281.350.7027

aeiengineering.com

Project:

8" Sanitary Sewer

Extension Along

Woodedge Drive.

Completed 2019

\$63,620

Fort Bend County MUD No. 225

Costello, INC.

2107 City West Blvd. 3rd Floor

Clearing & Grubbing

Crossing

Project total: \$143,100

Houston, Texas 77042
Ariel Mejia

Completed 2019

A&S Engineering, Inc.
10377 Stella Link Road
Houston, Texas 77025-5445
Office : 713-942-2700
Att: Justin H. Edwards, P.E.

Owner:
Sunbelt Fresh Water
Supply District
Project:
JFK Water Transmission
Line
\$ 127,109.57
Completed 2020

Williams Brothers Construction
Co. Incorporation
3800 Milam at Southwest Freeway Houston
Att: Robert C. Lanham, Jr.P. E
Telephone: 713 -522-9821
Email: BLanham@wbctx.com
-

Project:
NH 1702(007)
Highway IH 10
Waller County
WB Job # 514
Subcontractor No. 514.32
6" WL & 10" sanitary
Completed 2021
\$962,985.20

Jones & Carter
6330 West Loop South, Suite 150
Bellaire, Texas 77401
Tel: 713-777-5337
Att: Allan Moon P.E.

Project:
10" Interconnect Meter
Assembly with water
meter
Completed 2020
\$ 86,278

Jones & Carter
2322 W Grand Pkwy N suite 150,
Katy, TX 77449
Lisa Bonham
713-353-7217

Project:
Waterline Interconnect

Between MCMUD No. 98 &
King Manor MUD
Completed 2021
\$ 240,346.20

City of Deer Park, Texas
710 E San Augustine, Deer Park

Project:
Clearing & Grubbing
Project Total:
\$57,500.00
Completed May 2022

AEI Engineering, INC.
11450 Compaq Center Dr
Janice Noeldner
(281) 350-7036
jnoeldner@baxterwoodman.com

Project:
Clearing/ Grubbing
Water PLT.3 Site
Project Total:
\$52,414.51
Complete July 14, 2022

BGE, Inc.
Westheimer, Suite 400.
Houston, TX 77042

Shiann Hernandez, PE.
713-488-8391

Project:
WWTP Reuse System Bypass
HC MUD 433.
Project Total:
\$61,870.00

LJA Engineering, INC.
1904 West Grand Parkway North
Suite 100
Katy, TX 77449

Project:
8" WL to serve Weiser
Business Park North
Project Total:
\$ 309,793.80
Completed March 2023

A&S Engineering, Inc.
10377 Stella Link Road
Houston, TX 77025

Project:
8"Water Meter Interconnect
Project total:
203,949.00

Phone# 713-942-2700

Complete :
December 2023- April 2024

ARKK ENGINEERS,LLC
7322 SOUTHWEST FREEWAY, SUITE 1040
HOUSTON, TEXAS 77074
(713) 400-2755

Project:
Security Fence
Replacement
Project Total:
\$130,959.00
Completed July 2024

BULL G CONSTRUCTION, LLC



BULL-G Construction, LLC.

8519 Cedel Dr

Houston, TX 77055

Jldiaz.bullg@gmail.com

List of past projects (General Contractors):

(832) 846-3183

1. Waterline Replacement Phase 2

Owner: Fresh Water Supply District 1A

Cobb, Fendley & Associates, Inc. Jennifer Steen 713-485-8108

16610 IH 45, Suite 250 Conroe, Texas 77384

Installation of approximately 5,000 linear feet of 8-inch waterline installed via open-cut or trenchless. Project includes installation of new service lines.

\$682k Contract. 70% Complete. 10% Subcontracted.

2. East Stewart Creek Lift Station Force Main Upsizing

Owner: City of Willis

Bleyl Engineering. Derek Wind (936) 441-7833

100 Nugent Street Conroe, TX 77301

Installation of approximately 4,500 linear feet of 6" Green C900 DR18 PVC Sanitary Sewer Force Main including the grout filling and abandonment of existing 4" sanitary sewer force main, clearing and grubbing of easement and right-of-way, connection to proposed lift station header piping, and all other associated work.

\$260k Contract. 15% Complete. 0% Subcontracted.

3. US 59 16" Waterline Crossing at Auburn Fields

Owner: Porter Special Utility District

Bleyl Engineering. Mike Kelly 936.441.7833

100 Nugent St. Conroe, TX 77301

Installation of 16" C900 DR18 pipe (2,221 LF) of Waterline for the Base bid and 2,208 LF of Waterline installation as Extra Unit Price items.

\$517K Contract. 80% Complete. 10% Subcontracted

4. Red Oak Acres Subdivision Water Line

Owner: City of Seabrook

[Cobb, Fendley & Associates, Inc.](#) Kerry Lackey (281) 993-4952

1920 Country Place Parkway, Suite 400 Pearland, Texas 77584

Installing approximately 5,400 linear feet of new 8-inch water line and approximately 550 linear feet of new 6-inch and 4-inch water line along Neal Drive, around Loganberry Circle, and along Sam Drive to the end of the cul-de-sac.

\$1.1M Contract. 75% Complete. 5% Subcontracted

5. Hawkview Waterline Extension

Owner: Harris County MUD NO. 153

BGE, INC. Chris Meinhardt 281-558-8700

10777 Westheimer, Suite 500; Houston, Texas, 77042

Installation of approximately 1,136 LF of 8-inch pipe, appurtenances and associated site work

\$141k Contract. 95% Complete. 5% Subcontracted.

6. MRMUD 12" Waterline Loop from Hannover Village to Holzwarth Road

Owner: Meadowhill Regional Municipal Utility District

IDS Engineering Group Jason Hadjuk. 713-462-3178

13430 Northwest Freeway Houston, Texas 77040

Installation of approximately 1,190 LF of 12-Inch AWWA C-900 PVC Pipe, Installation of gate valves, and wet connections.

\$614k Contract. 100% Complete. 0% Subcontracted.

7. Waterline Improvements- Bolivar Peninsula SUD

Owner: Bolivar Peninsula Special Utility District

Schaumburg & Polk, INC. Jeffrey Beaver 409.866.0341

8865 College Street Suite 100 Beaumont, TX 77707

Installation of 4" C900 pipe on Island Boulevard from Rainbow Boulevard to the end of the street approximately 2,297 LF Rainbow Boulevard from Island Boulevard to N. Crystal Beach Road, approximately 387 LF N. Crystal Beach Road from HWY 87 to the end of the street, approximately 2,886 LF Diamond Road from HWY 87 to the end of the street, approximately 3,270 LF. Mom's Road from HWY 87 to S. Crystal Beach Road, approximately 2,000 LF.

\$614k Contract. 100% Complete. 15% Subcontracted.

8. 6" Waterline Improvements Phase 2

Owner: San Leon Municipal Utility District. Nicholas Prakta 713.783.7788

2107 CityWest BLVD, 3rd Floor Houston, TX 77042

Scope of Work of the Contract includes but not limited to; Abandonment and or replacement of existing 2-inch waterlines with proposed 6-inch waterlines by horizontal directional drilling, including tapping sleeves & valves, service reconnections, installing fire hydrant assemblies, isolation valves and joint restraints.

\$244k Contract. 100% Complete. 10% Subcontracted.

9. Tamina Road Water & Sewer Extension East

Owner: City of Shenandoah

Bleyle Engineering. Travis Walker 832.257.9199

100 Nugent Street Conroe, Texas 77301

Extension of an 8-inch waterline approximately 1,600 feet along Tamina Road to Johnson Road, pipe bursting approximately 600 feet from an 8-inch to a 12-inch, including approximately 800 feet of 12-inch sanitary sewer, and manhole rehabilitation.

\$389K Contract. 100% Complete. 0% Subcontracted.

10. Fountainview Dr Water Line Loop

Owner: Montgomery Municipal Utility District NO. 9

Bleyle Engineering. Carl Rushing 936.441.7833

100 Nugent Street Conroe, Texas 77301

Provide and install approximately 860 LF of C900 DR18 PVC water line via open cut and trenchless methods.

\$106K Contract. 100% Complete. 0% Subcontracted.

11. 2023 Water System Improvements

Owner: City of Willis

Bleyl Engineering. Carl Rushing 936.441.7833

100 Nugent Street Conroe, Texas 77301

Provide and install multiple waterline improvements via trenchless and open cut methods throughout the City of Willis that consist of 3,000 LF of 8" C900 PVC waterline, 270 LF of 12" C900 PVC waterline, and clearing and grubbing approximately 1,045 SY of wooded ROW. Includes all associated valves, fittings, and all other appurtenances.

\$387K Contract. 100% Complete. 0% Subcontracted.

12. Spring Creek Utility District Water Line and Force Main Extension to serve Fieldhouse.

Owner: Spring Creek Utility District

Cobb Fendley. Jacob Escobedo 713.417.7365

13430 Northwest Freeway, Suite 1100, Houston, TX 77040

This project is an extension of a 3" force main and 8" water line. The 3" force will be installed trenchless for approximately 820'. The 8" water line will be installed trenchless for approximately 660'. TxDOT approval will need to be coordinated to work in TxDOT right-of-way.

\$92K Contract. 100% Complete. 0% Subcontracted.

13. Safrin Public Utility Extension

Owner: Waller County Road Improvement District NO. 1

Ward, Getz, and Associates, PLLC. Sean Donahue 713.789.0786

4526 Research Forest Drive the Woodlands, Texas 77381

Installation of approximately 450 LF. 8-Inch waterline. And 670 LF of 8-Inch sanitary sewer line including all other appurtenances.

\$159K Contract. 100% Complete. 0% Subcontracted

14. 8" Sanitary Sewer and 8" WL Serving 5.91 Ac Tract on Southeast Corner of FM 518 & CR 666

Owner: Brazoria County MUD NO. 17

ALJ Lindsey LLC. Jorge Guerra (281)766-3672

18635 N. Eldridge Parkway, STE 200 Tomball, TX 77377

Installation of proposed public 8" sanitary sewer and 8" water line within TXDOT Right of Way, City of Pearland Right of Way, and City of Pearland easement

\$205K Contract. 100% Complete. 0% Subcontracted.

15. 8" Public Sanitary Sewer to Serve Northwest Petroleum

Owner: Harris County WCID NO. 109

Quiddity Engineering. Bradley Jenkins (713) 816-2100

1575 Sawdust RD, Suite 400. The Woodlands, TX 77380

Installation of approximately 177 LF of 8-inch Sanitary Sewer by Trenchless Construction, 16 LF of 8" Sanitary Sewer by Open Cut Construction, and installation of 2 sanitary sewer manholes.

\$56K Contract. 100% Complete. 0% Subcontracted.

16. SH 146 Utility Relocation- Completed September 2023

Owner: City of LaPorte

CobbFendley. Kerry Lackey (713) 462- 3242

13430 Northwest Fwy, Suite 1100. Houston, TX 77040

Construction of 2 Utility crossings. 1) 395LF of 12" waterline in 20" steel casing approximately 15' deep under SH146. 2) 435LF of 10" HDPE force Main in 20" steel casing approximately 10' deep under SH146.

\$409K Contract. 100% Complete. 0% Subcontracted.

17. 2023 ARPA WATER SYSTEM IMPROVEMENTS (6TH ST, 8TH STREET, 10TH ST BNSF RR BORES)

Completed August 2023

Owner: City of Cameron

Schaumburg & Polk, INC. Allen Ross (903) 570-0193

187 Elmhurst Dr Suite F. Kyle, TX 78640

6th St and 8th St both require bore and install 60LF of 14" steel encasement including 6" C-900 restrained joint carrier water main beneath BNSF RR crossing. Other items include approximately 60LF of 6" open cut C-900 DR18 PVC water main, gate valve assemblies, including all related appurtenances. 10th Street at the BNSF RR crossing requires bore and install 60LF of 10" steel encasement including 4" C-900 restrained joint carrier water main beneath BNSF RR crossing. Other items include approximately 60LF of 4" open cut C-900 DR 18 PVC water main, gate valve assemblies, connecting the installed water main to the existing water main at two locations, including all related appurtenances.

\$192K Contract. 100% Complete. 10% Subcontracted.

18. Garth Road Water & Wastewater Improvements & Offsite water and Wastewater ext. to serve Spring Meadows MUD – Completed September 2023

Owner: Spring Meadows MUD

COBB FENDLEY. Leanne Tooley (713) 462-3242

13430 Northwest Fwy, Suite 1100. Houston, TX 77040

Approximately 835 LF of 8" waterline (open cut & trenchless); 230 LF of 3" waterline (open cut & trenchless); 3" Master Meter and Backflow Preventor in Vaults; 1180 LF of gravity sanitary sewer; 625 LF of 2" sanitary force main (trenchless); and SWPPP.

\$313K Contract. 100% Complete. 20% Subcontracted.

19. 2023-2024 Fire Hydrant Program- Completed August 2023

Owner: City of Midlothian

Kimley-Horn and Associates, Adam Mergener (972) 775-1083

104 W Avenue E, Midlothian, TX 76065

Installation of 10 fire hydrant assemblies on existing water lines at specified locations, determined and specified by the city staff and as shown in the contract.

\$68K Contract. 100% Complete. 0% Subcontracted.

20. 12" waterline & 10" Sanitary Sewer extension along Atascocita RD- Completed September 2023

Owner: Harris County Municipal Utility District NO. 46

CobbFendley. Mason Mueller (936) 224- 7114

16610 IH 45, Suite 250. Conroe, TX 77384

Construction of approximately 351LF of 10" Sanitary sewer line via trenchless, 60LF of 12" waterline and 64LF of 12" waterline within 20" steel casing, Installation of Manholes, 12" tap and sleeves, and all other appurtenances.

\$66K Contract. 100% Complete. 0% Subcontracted.

21. 12 Inch Waterline Improvements- Completed September 2023

Owner: City of Cleveland

STRAND Associates. Hollie Janecka (979) 836-7937

1906 Niebuhr ST. Brenham, TX 77833

Construction of approximately 2,200 LF of 12" C-900 DR18 PVC waterline by open cut and 90 LF of 12" C-900 DR19 PVC waterline by bore, Gate valve assemblies (6", 8" and 12"), New fire hydrants, 12x12 TS&V's, including all related appurtenances.

\$327K Contract. 100% Completed. 0% Subcontracted.

22. Highway 90 Waterline Improvements- Completed October 2023

Owner: City of Liberty

STRAND Associates. Hollie Janecka (979) 836-7937

1906 Niebuhr ST. Brenham, TX 77833

Construction of approximately 1,340 LF of 8" C-900 DR18 PVC waterline by bore, 1054 LF of 8" C-900 DR18 PVC waterline by open-cut, New Fire hydrant installments, Gate Valve assemblies, including all related appurtenances.

\$241K Contract. 100% Complete. 0% Subcontracted.

23. Marvida South 8-inch Waterline Interconnect- Completed August 2023

Owner: Harris County MUD NO. 165

DAC Engineering. Maurice Mullaly (281) 506-7119

16420 Park Ten Place STE 250. Houston, TX 77084

Construction of approximately 2176 LF of 8" C-900 DR18 waterline, Installation of Fire Hydrants, 8" Gate Valves complete in place, and 8" wet connections including all related appurtenances.

\$161K Contract. 100% Complete. 0% Subcontracted.

24. Bluebird Place Waterline Replacement- Completed August 2023

Owner: Chateau Woods MUD

L Squared Engineering. Lesley Reel (936) 647-0420

3307 W. Davis ST #100 Conroe, TX 77304

Construction of approximately 200LF of 4" domestic waterline, 340 LF of 6" domestic waterline, 4" and 6" Gate valve assemblies, Bore and Jack waterlines with and without 12" steel casing including all related appurtenances.

\$66K Contract. 100% Complete. 0% Subcontracted.

25. 2022-17 Fire Hydrant Replacement Project- Completed July 2023

Owner: City of Liberty Damon Jones (936) 336- 2910

1829 Sam Houston ST. Liberty, TX 77575

Installation of (12) new FH Assembly, Removal of existing FH's, Installation of EZ valves and Install/Remove line stops.

\$259K Contracts. 100% Complete. 20% Subcontracted.

26. New Caney ISD Waterline extension on TX Loop 494- COMPLETED November 2023

Owner: Porter Special Utility District

Bleyl Engineering. Blake Barringer (936) 441-7833

100 Nugent St. Conroe, TX 77301

Construction of approximately 1,210 LF of 12" C900 DR18 PVC waterline via open cut, 490 LF of 12" C-900 DR18 PVC waterline via trenchless method, Including gate valve assemblies, Installment of new Fire hydrants, and all other associated improvements.

\$260K Contract. 100% Complete. 0% Subcontracted.

27. GEON to Red Bluff waterline Interconnect -COMPLETED November 2023

Owner: City of Seabrook

CobbFendley. Kimberly Waddell (281) 993-4952

1920 Country Place Parkway, Suite 400

Pearland, TX 77584

Construction of approximately 1,400 LF of new 8" waterline to connect into existing waterline.
Installation of meter vault.

\$187K Contract. 100% Complete. 0% Subcontracted.

28. Sanitary Sewer Rehabilitation- Completed June 2023

Owner: Harris County Municipal Utility District No. 132

BGE, INC. Gary Goessler (281)558-8700

10777 Westheimer, Suite 400 Houston, Texas 77042

Construction of approximately 461LF of 8" sanitary sewer, (3) sanitary sewer manholes, (12) replacement of service connection with or without stack, connections of sanitary sewer pipe to existing sanitary manhole, and CCTV.

\$200K Contract. 100% Complete. 0% Subcontracted.

29. Clay Bridgewater Water and Sanitary Sewer Extensions- Completed August 2023

Owner: Harris County Municipal Utility District (MUD) No. 71

BGE, INC. Gary Goessler (281)558-8700

10777 Westheimer, Suite 400 Houston, Texas 77042

Construction of approximately 101 LF of 8-inch water line and all appurtenances. 1,650 LF of 12-inch water line and all appurtenances; and 884 of 8-inch sanitary sewer pipe and all appurtenances.

\$353k Contract. 100% Complete. 0% Subcontracted.

30. Private Sanitary Plans for 19828 Gleannbury Pointe Dr.- Completed June 2023

Owner: Harris County Municipal Utility District No. 383

Costello, INC. James Parker

2107 CityWest Blvd. 3rd Floor Houston, TX 77042

Construction of approximately 372LF of 6" Sanitary Sewer, (3) Sanitary Sewer manholes, (2) connections of sanitary sewer to existing manhole.

\$80k Contract. 100% Complete. 0% Subcontracted.

31. MUD 18 UTILITY EXTENSION LINE- BRENTWOOD FARMS- Completed April 2023

OWNER: Montgomery County MUD NO. 18

Bleyl Engineering, Carl Rushing (936) 441- 7833

100 Nugent ST. Conroe, TX 77301

Provide & install approximately 1,100 LF of 8" C900 PVC Waterline via trenchless & open cut methods.

\$148K Contract. 100% Complete. 0% Subcontracted.

32. FM 723 WATERLINE EXTENSION- Completed March 2023

Owner: Fort Bend County MUD NO. 142

Quiddity Engineering, LLC. Kaci Schlachter (832) 913-4000

2322 West Grand Parkway North, Suite 150, Katy, Texas 77449

Construction of approximately 1050 LF of (8") waterline, including 53 LF of trenchless construction for (8") waterline.

\$118K Contract. 100% Completed. 0% Subcontracted.

33. VALLEY RANCH PARKWAY WATERLINE EXTENSION- Completed February 2023

Owner: Porter Special Utility District. Jonathon Smith (832)250-3328

Bleyl Engineering. Blake Barringer (936) 441- 7833. bbarringer@bleylengineering.com

100 Nugent ST. Conroe, TX 77301

Extension of approximately 1,500 linear feet of 16" C900 PVC waterline, including valves, fire hydrants, and all other associated improvements including connection to existing waterlines.

\$448K Contract. 100% Completed. 0% Subcontracted

34. Lift Station NO. 2 offsite utilities- Completed March 2023

Owner: Intercontinental Crossing Municipal Utility District

Jones Engineering Solutions, Richard Jones (832) 834-5496

1121 Katy Fwy, Suite 325, Houston, TX 77079

Construction of 1,194 LF of (4") force main and approximately 552 LF of (8") sanitary sewer, including 65LF of trenchless construction for 4" force main & 80LF of trenchless 8" sanitary sewer.

\$146K Contract. 100% Completed. 0% Subcontracted.

35. Well 3 Transmission Line- Lake Bonanza- Completed March 2023

Owner: Lake bonanza Water Supply Corporation

Bleyl Engineering, Carl Rushing (936) 441- 7833

100 Nugent ST. Conroe, TX 77301

Construction of approximately 3,250 LF of 10" C900 PVC Waterline (Transmission Line) from Remote Water Well No. 3 to the Sinclair Road Water Plant.

\$317K Contract. 100% Complete. 0% subcontracted.

36. Rothwood Center - 22131 Rothwood Road- (Completed July 2022)

Owner: Encanto Real Utility District

DECorp. Engineering. Rebecca Hendrix (713) 520-9570. Rebecca.Hendrix@decorp.com

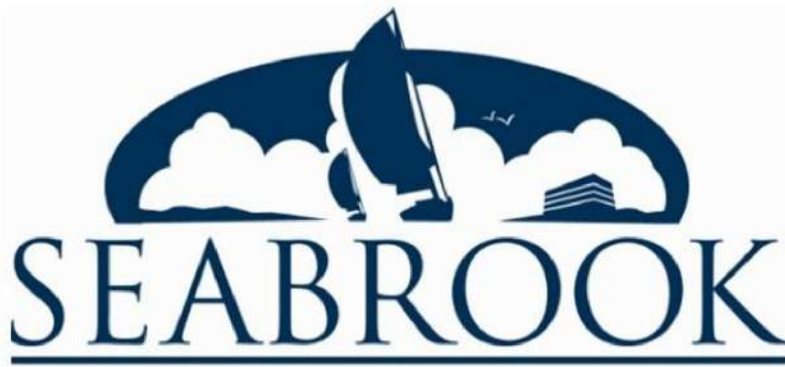
3100 W Alabama St. Houston TX 77098

Installation of 760 Linear Feet of 8" waterlines, Fire hydrants including gate valves, ts&v, installation of 510 Linear Feet of 8" sanitary sewer lines, and 4 sanitary manholes.

\$127K Contract. 100% Completed. 0% Subcontracted

UNDERGROUND CONSTRUCTION SOLUTIONS

	Name:	Project	Description	Contract size	Owner	Association	Title	Phone:	Email:
1	Alfredo Amet P.E	Construction of lee road 12" WL Extension Job No.00142-0168-0	2" WL, wet connect, hydrants,blow offs	\$ 70,740.00	Harris Co. MUD #26	Jones Carter	Civil Engineer	281-795-0901	
2	Eli Hurtado	Trammel-Fresno Road Waterline Relocation	12" WL, wet connect, Bores, TS&V, valves,hydrants,blow offs	\$ 306,966.00	Fort Bend Co. FWD No.1	EDP Water	Construction Manager	EDP:281-924-4966 Eli: 832-344-6249	
3	Julia Horie P.E	East Homeward Way, Re-used Waterlines for New Territory	2"-8" WL, wet connects,bores,open cut,valves, blowoffs, meters	\$ 456,351.00	Fort Bend LID No. 7	Costello INC	Civil Engineer	713-783-7788	jhorie@costelloinc.com
4	David Dybala P.E	Davis and West Davis Road Waterline Job No.: WHXH7519	8" WL, wet connects,bores, open cut,valves, hydrants	\$ 166,638.00	Fort Bend Co. FWD No.1	Jacobs Engineering	Civil Engineer	281-983-2344	
5	Phillip Huseman P.E	City of Hempstead Waterline Replacement	12" WL HDPE/C900, valves, 20"-400lf steel casing under creek	\$ 138,200.00	City of Hempstead	KSA Engineering	Civil Engineer	281-494-3252	
6	Cole Caraway P.E	Emergency Interconnect with La Porte	8" WL, wet connects,bores, open cut, Metering Vault	\$ 62,076.00	City of Morgans Point	KSA Engineering	Civil Engineer	281-494-3252	ccaraway@ksaeng.com
7	Jeffery W. Jones ATTN: Jessica Taylor	12" WL Improvements FM 1464-phase 1 from Bissonnet st. to Bellaire Blvd	7,000 LF of 12" WL-1,200LF of 20" casing	\$ 677,605.00	Fort Bend Co. MUD#30	JA- Costanza	Inspector	281-930-9339	jwjones@jac-ce.com
8	Matt Thonnes	Bridgeland Centerpoint Underground Conduits, Phase 13	2,000 LF of 4" conduits & 1,200 LF of 20" casing	\$ 485,680.00	Bridgeland Development, LP	BGE	Inspector	772-233-0949	mthonnes@bgeinc.com
9	Mike McClung P.E Hojin Lim P.E	Rehabilitation/Replacement for Blalock Rd., Flint Forest Ln., and Wendover Ln.	8" WL HDPE/C900, wet connects via trenchless	\$ 406,381.00	City of Bunker Hill Village	RPS Klotz	Civil Engineer	281-589-7257	Mike.McClung@rpsgroup.com
10	Kimberly Waddel	2018 WL Improvements Seabrook Project No.: 2018-308-1	12" WL, wet connect, bores, casing	\$ 39,200.50	City of Seabrook	Cobbfendley	Civil Engineer	281-993-4953	kwaddell@cobbfendley.com
11	Webb Pederson	Point Aquarius Sub--Section 1 Waterline Replacement-Phase III	2,850 LF of 8" WL C900,casing, valves, FH, trenchless	\$ 272,700.00	Point Aquarius MUD	Huitt-Zollars, INC.	Inspector	281-813-3670	wpederson@huitt-zollars.com
12	Ricky Bourque	Bayshore Park waterline Relocation	1,400 LF of 6" WL via trenchless	\$ 130,372.00	City of La Porte	Shaumburg&Polk,INC	Civil Engineer	281-920-0487	rbourque@spi-eng.com
13	Bobby Nagel	Phase 3C Reclaimed water Distribution	5,500 LF of 4"86" PVC via trenchless	\$ 367,275.00	Southern Montgomery Co. MUD	Cobbfendley/LTRA	Civil Engineer	713-859-9528	bnagel@ltraengineers.com
14	Jaime Salinas P.E	Waterline extension Along Wallisville Rd. Phase II	2,419 Lf of 12" WL via renchless with 20" casing	\$ 377,172.00	Harris Co. MUD #53	Huitt-Zollars, INC.	Civil Engineer	281-496-0066	jsalinas@huitt-zollars.com
15	Levi Love	PineWood Drive WaterLine Extension	1,400 - 6" WL, wet connects, bores, open cut, Meters	\$ 61,925.00	Chateau Woods MUD	LSquared Engineering	Civil Engineer	936-647-0420	levi@l2engineering.com
16	Edwin Lloyd	Street, Drainage, and Water Line Improvements for Warrenton Dr, Kilts Dr, and Valley Star Dr.	3,800 LF of 8" WL, wet connects, bores, open cut, DIP, Meter connections	\$ 379,248.00	Bunker Hill Village	Bunker Hill Village	Inspector	281-660-8737	elloyd@lsa-engineers.com
17	Stephen Mobley	2018 Water Improvements TXCDBG Contract No. 7218189	2,740 Lf of 6" WL, Wet connects, meters, FH	\$ 235,500.00	Hallettsville TX	TRC Companies Garver	Civil Engineer	512-689-6415	Smobley@TRCcompanies.com sjmobley@garver.com
18	David Sheblak	2019 Water Distribution System Improvements TXCDBG Contract 7218090	7,000 LF of 6" WL, FH, Services,	\$ 468,129.00	Columbus TX	John D. Mercer	Civil Engineer	361-782-7121	dsheb@jdmrcer.com
19	Ryan Craig Vogler	8" forcemain to serve Breckenridge west Within Timberlane Utility District	1800 LF of 8" DR18 sanitary sewer forcemain	\$ 123,530.00	Spring, TX	Van De Wiele & Vogler, Inc	Civil Engineer	713-782-0042	rvogler@vandewiele-eng.com
20	William Ragner	Katy Gap Waterline Extension	1,500 LF of 8" WLC900, access roads, 24" RCP C-76	\$ 148,664.00	Katy, TX	Van De Wiele & Vogler, Inc	Civil Engineer	713-782-0043	WRagner@vandewiele-eng.com
21	Tory Miller	Sam Houston Ave. & Ave. J Waterline Replacement	Approx 1,000 Lf of 12" & 8" WL	\$ 156,105.00	Huntsville, TX	McClure & Browne Engineering/Surveying, INC	Civil Engineer	979-693-3838	torym@mcclurebrowne.com
22	Steven Robertson	2018-2019 Miscellaneous Waterline Replacement	Approx 2,500 Lf of 12" & 8" WL	\$ 358,862.00	Huntsville, TX	LightPoint Consulting Eng.	Civil Engineer	713-614-9097	steven@spetexas.com
23	Jaime Salinas P.E	PAMUD-Point Aquarius Subdivision Section 1 Waterline Replacement Phase IV	Approx 2,000 LF of 8" WL	\$ 207,142.00	Willis, TX	Huitt-Zollars, INC.	Civil Engineer	832-350-2323	jsalinas@huitt-zollars.com
24	Doug Bradford	Glen Cove 14-inch Force Main on FM 2094 Project	Approx 3,000 LF of 14" SS Forcemain, 24" Casing	\$ 652,595.00	League City,TX	Arkk Engineers	Civil Engineer	832-498-3183	doug.bradford@arkkengineers.com
25	Lance Hale	12" PVC WL off I-45 Feeder (Private job)	approx 750 Lf of 12" WL infront of Ron carter Dealer	\$ 110,000.00	Friendswood	Freeman	Owner representative	816-695-5783	
26	Shanna O'hara	Briarcreek Water Main Relocation	Approx 500 Lf of 8" WL	\$ 78,726.00	Spring,TX	Vogler & Spencer Eng.	Civil Inspector	713-7820042	Sohara@vs-eng.com
27	Les Dodson	Emergency interconnect with Kemah	Vault	\$ 207,520	League City,TX	LJA Engineering	Cvil Engineer	281-627-2633	ldodson@lja.com
28	Maxwell Dennis	West ten 12" WL Extension	Approx 1,000 LF of 12" WL	\$ 84,665	Katy, TX	Jones Carter	civil Engineer	832-913-4000	mdennis@jonescarter.com
29	Michael McCarthy	Fm 1093 wl Relocation	Approx 1,000 Lf of 12" WL	\$ 111,692	Fulshear, TX	Jones Carter	Civil Engineer	832-913-4000	mmccarthy@jonescarter.com
30	Jessica Taylor	off site water	Approx 2,000 LF of 12" WL and Casings	\$ 275,383	Richmond, TX	JA Constanza	Admin	281-930-9339	jltaylor@jac-ce.com
31	Gary Henson	Emory Glen	Approx 2,500 Lf of 12" WL & approx 2,000 Lf of 8" Sanitary sewer Force main	\$ 346,749	Magnolia,TX	EHRA	Inspector	713-725-7760	ghenson@ehrainc.com
32	Allen Perez	FBC MUD 37-katy mills	Approx 1,000 LF of 12" WL	\$ 120,000	katy,TX	KMK	Owner	713-829-6511	
33	Teague Harris	Crosby FM 2100 12" WL	Approx 6,000 LF of 12" WL	\$ 911,282	Crosby,TX	IDS Eng	Civil Engineer	713-462-3178	tharris@idseg.com
34	Reagan Rucker	HC MUD 166-creek crossing	approx 1,000 Lf of 12" WL	\$ 135,000	Houston	IDS Eng	Civil Engineer	713-462-3179	rrucker@idseg.com
35	Brian Craig	Seabrook-Red Bluff	approx 1,000 Lf of 6" WL	\$ 36,120	Seabrook, TX	Seabrook	Civil Engineer	281-291-5600	bcraig@seabrooktx.gov
36	David Sheblak	Shiner	approx 6,000 LF of 8" WL	\$ 291,022	Shiner, TX	John D. Mercer	civil Engineer	361-782-7121	david.sheblak@lynngroup.com
37	Jacob Floyd	Water Well No.5 Transmission Line-12" WL	approx 6,000 LF of 12" WL	\$ 613,250	Bunker Hill Village	Langford Eng	Civil Engineer	713-461-3530	Jacob.f@langfordeng.com
38	Jacob Floyd	Water Well No.5 Transmission Line-Water Plant Improvements	Plant Imp.-BHV	\$ 135,970	Bunker Hill Village	Langford Eng	Civil Engineer	713-461-3531	Jacob.f@langfordeng.com
39	Cole Caraway P.E	FM 2920 WL	approx 1,000 of 12" WL	\$ 155,450	H.Co Mud #530	LJA Engineering	Civil Engineer	713-953-5200	ccaraway@lja.com
40	Doug Bradford	FM 518 WL Replacement Project IH 45 to SH 3	Approx 7,000 LF of 12" WL and 1,000LF of casing	\$ 1,691,700	League City,TX	Arkk Engineers	Civil Engineer	832-498-3183	doug.bradford@arkkengineers.com
41	Doug Bradford	FM 518 WL Replacement Project IH 45 to SH 4	Approx 7,000 LF of 16" Force Main	\$ 1,717,900	League City,TX	Arkk Engineers	Civil Engineer	832-498-3184	doug.bradford@arkkengineers.com
42	Jack Flores	Oakwilde WL Replacement, Phase 6	approx 10,000 LF of 8" WL w/services and FH	\$ 1,216,755	Houston,TX	A&S Engineers,Inc	Cvil Engineer	713-942-2700	jrf@as-engineers.com
43	Joseph Peltier	Waterline extension to serve avangard	approx 4,000 LF of 8" WL/Fh/Vault	\$ 530,716	Waller, TX	IDS Eng	Civil Engineer	713-462-3178	Jpeltier@idseg.com
44	Donald Garcia	Distribution System Water main rehab program CWA2202	approx 15,000 LF of 12"&8" WL w/Services	\$ 2,416,962	Sugarland, TX	City of Sugarland	Inspector	281-615-1811	djgarcia@sugarlandtx.gov
45	Cole Caraway P.E	WL Loops for sienna MUD #3	approx 4,000 of 12" WL	\$ 356,608	Sienna MUD #3	LJA Engineering	Civil Engineer	713-953-5200	ccaraway@lja.com
46	Edward Brown	LaBelle Park WL Extension	approx 4,500 of 8" WL	\$ 569,750	City of Beumont	City of Beumont	Project Manager	409-860-3221	Edward.Brown@beaumonttexas.gov
47	Maurice Mullaly	Amhurst WL Replacement	approx 20,000 of 8"&12" WL	\$ 2,976,675.00	H.Co MUD 165	DAC Eng	ivil Engineer	281-506-7119	Maurice.Mullaly@dacengineers.com
41	Maria G Torres	Bank				Wells Fargo	Bank Manager	713-666-4392	
42	Jesus Leon	Supplier	Main Supplier			HD Supply/Core&Main	Sales Manager	713-672-1472	Jesus.Leon@coreandmain.com
43	Tim Kirk	Surety	bonds			American Surety		281-256-3830	timkirk7@comcast.net



**STANDARD CONTRACT DOCUMENTS AND
TECHNICAL SPECIFICATIONS FOR:**

OLD STATE HIGHWAY 146 INTERCONNECT

SEABROOK PROJECT NO: 2024-08-336

COBBFENDLEY PROJECT NO. 1912-001-14



Kerry Lackey

10/9/2024

OCTOBER 2024



TBPE Firm Registration No. 274 | TBPLS Firm Registration No. 100467

Construction Management ▪ Geographic Information Systems ▪ Hydraulics and Hydrology ▪ Land Development
Public Works ▪ Right-of-Way Acquisition ▪ Site Development ▪ Subsurface Utility Engineering
Surveying ▪ Telecommunications ▪ Transportation ▪ Utility Coordination and Design

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CITY OF SEABROOK

Approved Products List

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END OF SECTION

01-Section 00020

NOTICE TO BIDDERS

Request for Competitive Sealed Bids

CSB# 2024-08-336

Old State Highway 146 Interconnect

Notice is hereby given that the City of Seabrook solicits competitive sealed bids for the following:

CSB# 2024-08-336: OLD STATE HIGHWAY 146 INTERCONNECT

Sealed bid packets will be received until 10:00 a.m. on November 14, 2024, by the Purchasing Department, 1700 First Street, Seabrook TX 77586. CSBs must be received and time stamped by the Purchasing Department prior to the aforementioned time, after which time all qualified packets will be opened and read aloud at Seabrook City Hall. No late CSBs will be accepted. CSB documents may be obtained from the Purchasing Department at City Hall or by email to purchasing@seabrooktx.gov. CSB documents may also be obtained upon payment of \$75 (non-refundable) at the office of the Engineer, Cobb, Fendley & Associates, Inc., 1920 Country Place Parkway, Suite 400, Pearland, TX 77584, with checks made payable to the **City of Seabrook** or at www.civcastusa.com without charge. A **non-mandatory** pre-bid conference will be held at City Hall, City of Seabrook, 1700 First Street, Seabrook, Texas 77586, on November 7, 2024, at 2:00 p.m. All prospective Bidders are **encouraged** to attend.

CSBs may be viewed and submitted electronically through Public Purchase. To submit a bid packet electronically, an account will need to be created in Public Purchase, and then CSB 2024-08-336 can be accessed for electronic submission. Electronic CSBs must be submitted before the 10:00 a.m. deadline on November 14, 2024.

Please visit <https://www.publicpurchase.com/gems/register/vendor/register> to register or login with Public Purchase.

PUBLISH: October 24, 2024
 October 31, 2024

Section 00100

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- A. Terms used in these Instructions to Bidders which are defined in the Standard General Conditions of the Construction Contract (General Conditions) have the meanings assigned to them in the General Conditions. Other terms used in the Bidding Documents and not defined elsewhere have the following meanings, which are applicable to both the singular and plural thereof:
1. Bidder: One who submits a bid directly to the Owner.
 2. Successful Bidder: The most qualified, responsible and responsive bidder to whom the Owner makes an award.
 3. Bidding Documents: The Notice to Bidders, Instructions to Bidders, Supplementary Conditions to General Conditions, Special Conditions (Underground Utilities), Special Conditions to the Agreement, Proposal and the Proposed Contract Documents (including Addenda issued prior to receipt of Bids).

2. PREPARATION OF BIDS

- 2.1. Complete sets of bidding documents must be used in preparing bids. Neither the Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of bidding documents. Copies of bidding documents are made available only for the purpose of obtaining bids on the work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

- 3.1. Each bidder must submit with the bid a Financial and Experience Statement. The statement shall be filed with the proposal in a separate sealed envelope marked "Financial and Experience Statement".
- 3.2. Financial statements from the three most qualified bidders will be retained by the Owner until award of the contract. **NO FINANCIAL STATEMENT WILL BE READ ALOUD AT THE BID OPENING.** Upon award of the contract, the statements of all unsuccessful bidders will be returned.
- 3.3. Experience Statement will demonstrate the Company's **minimum 10 years' experience in the construction of similar facilities** by listing example projects completed by Bidder, giving the Name of Project, Value of Contract, and Date Completed. An exhaustive list is not required, but representative projects over the entire period should be listed.
- 3.4. Experience Statement shall also demonstrate the **minimum 5 years' experience of the proposed Project Superintendent.**
- 3.5. Additional written evidence of qualifications, such as financial data, previous experience, present commitments, and other such data as may be called for by the OWNER.

- 3.6. Bidder cannot do business with Iran, Sudan or known terrorist organizations and have contracts with the City (Texas Government Code Section 2252.151 and 2252.152).
- 3.7. Bidder cannot boycott Israel and have contracts with the City (Texas Government Code Section 2271.002).
- 3.8. Bidder's attention is directed to the fact that the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. (SB 13, 87th Session of Texas Legis., Effective September 1, 2021.)
- 3.9. Bidder's attention is directed to the fact that the contract contains a written verification from the company that it: (a) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (b) will not discriminate during the term of the contract against a firearm entity or firearm trade association (SB 19, 87th Session of Texas Legis., Effective September 1, 2021.)
- 3.10. Bidder's attention is directed to the fact that the contract contains a written verification from the company that it is not owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or any designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or any designated country; and (ii) is headquartered in China, Iran, North Korea, Russia or a designated country. (SB 2116, 87th Session of Texas Legis, Effective September 1, 2021.)
- 3.11. A contract award must not be made to parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities or otherwise listed in the SAM Exclusions, the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. Therefore, the Bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. It is the responsibility of each Bidder before submitting a Bid to (a) examine the Contract Documents thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance, or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Bidder's observations with the Contract Documents, and (e) notify ENGINEER of all conflicts, errors, or discrepancies in the Contract Documents discovered by the Bidder.
- B. Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities or others, and OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

- C. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders on subsurface conditions, underground facilities, and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Article 5 of the General Conditions.
- D. Before submitting a Bid, each Bidder will, at Bidder's own expense, make or obtain any additional examinations, investigations, explorations, tests, and studies, and obtain any additional information and data which pertain to the physical conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance, or furnishing of the Work, and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.
- E. On request in advance, OWNER will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall clean up and restore the site to its former condition upon completion of such explorations.
- F. Failure to perform such investigations during the Bid period shall not relieve Bidder from responsibility for investigations, interpretations and proper use of available information in preparation of Bidder's proposal.
- G. The lands upon which the Work is to be performed, rights-of-way, and easements for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.
- H. The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 5, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences, or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5. INTERPRETATION OF DOCUMENTS AND ADDENDA

- A. All questions about the meaning or intent of the Contract Documents must be submitted to the Engineer in writing or through Civcast at least five (5) days prior to the opening of bids. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda at least 48 hours prior to Bid Opening.
- B. Any interpretation of the Contract Documents will be made only by Addendum duly issued, and a copy of such addendum will be made available to each prospective bidder recorded by ENGINEER as having received a set of Contract Documents. Each Bidder is responsible for obtaining Addenda. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

- C. Addenda may also be issued to modify the Contract Documents as deemed advisable by OWNER and ENGINEER.

6. BID SECURITY

- A. Each Bid shall be accompanied by Bid security made payable to OWNER in an amount of five percent of the Bidder's maximum Bid price and in the form of a bid bond, cashier's check, or certified check. Bid Bond shall have a "B+" rating from Best's Key Rating Guide, and shall be duly authorized by the State of Texas to execute Bid Security.
- B. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required contract security, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security with 15 calendar days after the Notice of Award, OWNER may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until the earlier of the seventh day after the Effective Date of the Agreement or the forty-sixth day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within 7 days after the Bid opening. All bid awards should include fully negotiated contracts, signed by the contractor prior to the agenda briefing form being submitted. Bond and Insurance documents must be submitted prior to start of work.

7. CONTRACT TIME

- A. The number of days within which, or the dates by which, the Work is to be substantially completed and also completed and ready for final payment (the Contract Time) are set forth in the Agreement.

8. LIQUIDATED DAMAGES

- A. Provisions for liquidated damages, if any, are set forth in the Agreement.

9. SUBSTITUTE OR "OR EQUAL" ITEMS

- A. The Contract, if awarded, will be on the basis of materials and equipment described in the DRAWINGS or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by CONTRACTOR if acceptable to ENGINEER, application for such acceptance will not be considered by ENGINEER until after the Effective Date of the Agreement. The procedure for submission of any such application by CONTRACTOR and consideration by ENGINEER is set forth in Paragraph 7.05 of the General Conditions and may be supplemented in the General Requirements (Division 1).

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS

- A. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, and other person and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to OWNER in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within 7 days after the Bid opening, submit to OWNER a

list of all such Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person, or organization, either may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price.

- B. If apparent Successful Bidder declines to make any such substitution, OWNER may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, and other persons and organizations. The declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder. Any Subcontractor, Supplier, other person, or organization listed and to whom OWNER or ENGINEER does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to OWNER and ENGINEER subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 7.07 of the General Conditions.
- C. In Contracts where the Contract Price is on the basis of Cost of Work Plus a Fee, the apparent Successful Bidder, prior to the Notice of Award, shall identify in writing to OWNER those portions of the Work that such Bidder proposes to subcontract and after the Notice of Award may only subcontract other portions of the Work with OWNER'S written consent.
- D. No CONTRACTOR shall be required to employ any Subcontractor, Supplier, other person, or organization against whom CONTRACTOR has a reasonable objection.

11. BID FORMS

- A. All Bids shall be completely filled out on the specified bid forms without modification or provisions unless otherwise required.
- B. The Bids shall be completed in duplicate. The original shall be filed with the OWNER and the Engineer shall keep the duplicate.
- C. The Bids must be clearly and legibly filled out in ink or typed.
- D. All Bids must be officially executed. Bids by Corporations must be executed in the corporate name by the president or vice president (or other corporate officer, accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or assistant secretary. The corporate address and state of incorporation must be shown below the signature. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature, and the official address of the partnership must be shown below the signature. All business entity names must be registered with the Secretary of State of Texas and appropriate office of registration.
- E. The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

12. SUBMISSION OF BIDS

- A. Bids shall be submitted at the time and place indicated in the Notice to Bidders, and shall be enclosed in an opaque sealed envelope marked with the Project title, name and address

of the Bidder and containing Bid security and other required documents. Bids will be securely kept unopened, until the specified time. The bids received after the specified time will not be considered. All incomplete Bids shall be considered non-responsive. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it.

13. MODIFICATION AND WITHDRAWAL OF BIDS

- A. Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to opening of Bids.
- B. If, within 24 hours after Bids are opened, any Bidder files a duly signed, written notice with OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid and the Bid security will be returned. Thereafter, that Bidder will be disqualified from further bidding on the Work to be provided under the Contract Documents.

14. OPENING OF BIDS

- A. Bids will be opened and read aloud publicly. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders within 7 calendar days after the date of Bid opening.

15. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- A. The apparent Successful Bid and the next two lowest Bids will remain subject to acceptance for 45 calendar days after the day of the Bid opening. All other Bids will be released and the Bid security returned within 7 days. OWNER may, in its sole discretion, release any Bid and return the Bid security prior to that date.

16. AWARD OF CONTRACT

- A. Contract will be awarded on basis of best apparent value to the City. The base bid or the alternate bid may be used for award at the discretion of the City. The lowest base bid is not necessarily awarded the bid.
- B. The Owner reserves the right to reject any and all bids, to waive any and all informalities not involving price, time or changes in the Work, to negotiate contract terms with the Successful Bidder, and to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. Also, OWNER reserves the right to reject the Bid of any Bidder if OWNER believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER. Bidder will be checked against federal disbarment lists. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- C. In evaluating Bids, OWNER will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

- D. OWNER may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. OWNER also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.
- E. OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to OWNER'S satisfaction within the prescribed time.
- F. Alternate bid items are included in the Bid Form. The Successful Bidder will be determined based on either the low Base Bid (Part C of the Bid), or the low Base Bid Plus Alternate Bid (Part E of the Bid), at the discretion of the OWNER.
- G. If the Contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award within 60 calendar days after the day of the Bid opening.
- H. All bid awards should include fully negotiated contracts, signed by the contractor prior to the agenda briefing form being submitted. Bond and Insurance documents must be submitted prior to start of work.

17. CONTRACT SECURITY

- A. Paragraph 6.01 of the General Conditions and the Supplementary Conditions set forth OWNER'S requirements as to performance and payment Bonds. When the Successful Bidder delivers the executed Agreement to OWNER, it must be accompanied by the required performance and payment Bonds.

18. INSURANCE REQUIREMENTS

- A. The CONTRACTOR shall provide and maintain a minimum coverage as defined in the Contract Documents (Article 6 of the General Conditions). The companies providing the coverage shall be acceptable to the OWNER (Certificate of Insurance Section 00650).

19. SIGNING OF AGREEMENT

- A. When OWNER gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within 15 calendar days thereafter, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement, and attached documents to OWNER with the required Bonds. Within 10 calendar days thereafter, OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

20. PRE-BID CONFERENCE

- A. A pre-bid conference will be held at the time and place indicated in the Invitation to Bid (Section 00020). Representatives of OWNER and ENGINEER will be present to discuss the Project. All prospective bidders are encouraged to attend and participate in the

conference. ENGINEER will notify all prospective Bidders of record of any such Addenda as ENGINEER considers necessary in response to questions arising at the conference.

21. SALES TAX

- A. Owner is exempt from Texas sales and use taxes pursuant to Texas Tax Code §151.309 as a political subdivision of the State of Texas. OWNER shall provide CONTRACTOR with a completed Texas Sales and Use Tax Exemption Certification as evidence of the applicability of such exemption and, accordingly, CONTRACTOR shall not collect Texas sales and use taxes from OWNER with respect to this Contract. CONTRACTOR and all Subcontractors to CONTRACTOR shall issue a Texas Sales and Use Tax Exemption Certification with respect to, and shall not pay Texas sales and use taxes on, all purchases of the following items that are exempt from Texas sales and use taxes pursuant to Texas Tax Code §151.311: (i) tangible personal property that will be incorporated into OWNER'S realty; (ii) tangible personal property that is necessary and essential for the performance of this Contract and is consumed entirely on the job site; and (iii) taxable services for use in the performance of this Contract that are performed at the job site and are either integral to the performance of this Contract or expressly required to be provided by this Contract. In addition, CONTRACTOR and all Subcontractors to CONTRACTOR (i) shall not include any provision for Texas sales and use taxes with respect to such exempt items in any bid or contract amount, and (ii) shall pass on to OWNER cost savings due to the exempt status of such exempt items. CONTRACTOR'S contracts with all Subcontractors to CONTRACTOR shall include the foregoing provision regarding the exemption from Texas sales and use taxes.

END OF SECTION

Section 00300

BID FORM

TO: City of Seabrook
City Hall
1700 First Street
Seabrook, Texas 77586

PROJECT: Old State Highway 146 Interconnect

PROJECT NO.: 2024-08-336

BIDDER: Bull G Construction, LLC
(Print or Type full name of proprietorship, partnership, corporation, or joint venture.)

1. The undersigned bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the deposition of Bid Security. This Bid will remain subject to acceptance for 60 calendar days after the day of Bid opening. BIDDER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 calendar days after the date of OWNER'S Notice of Award. All bid awards should include fully negotiated contracts, signed by the contractor prior to the agenda briefing form being submitted. Bond and Insurance documents must be submitted prior to start of work.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - A. BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number

- B. BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

- C. BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions as provided in Paragraph 5.03 of the General Conditions, and accepts the determination of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.
 - D. BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, and studies (in addition to or to supplement those referred to in C above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance, or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 5.03 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by BIDDER for such purposes.
 - E. BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for the accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data in respect to said underground facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time, and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Paragraph 5.04 of the General Conditions.
 - F. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.
 - G. BIDDER has given ENGINEER written notice of all conflicts, errors, or discrepancies that it has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to BIDDER.
 - H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation, and is not submitted in conformity with any Agreement or rules of any group, association, organization, or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm, or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other BIDDER or over OWNER.
4. BIDDER will complete the Work for the following price: (Note: Bid item is for work complete in place). These prices are to cover all expenses incurred in performing the work required under the Contract Documents, including related work that may not be specifically mentioned.

A. BID FORM: OLD STATE HIGHWAY 146 INTERCONNECT

ITEM NO.	DESCRIPTION	UNIT	EST. QUAN.	UNIT PRICE	TOTAL PRICE
BASE BID					
1	Mobilization (No Greater Than 5% of Total Bid)	LS	1	\$ 23,000.00	\$ 23,000.00
2	Traffic Control and Regulation, in Accordance with Drawings and Specifications, Complete in Place	LS	1	\$ 5,000.00	\$ 5,000.00
3	12-Inch PVC Waterline (AWWA C900), by Open Cut or Trenchless Construction, including Bends, Fittings, Disinfection and Pressure Test, Complete in Place	LF	3872	\$ 85.00	\$ 329,120.00
4	12-Inch Wet Connection, Complete in Place	EA	1	\$ 3,000.00	\$ 3,000.00
5	18-Inch Wet Connection, Complete in Place	EA	1	\$ 9,000.00	\$ 9,000.00
6	12-Inch Gate Valves, AWWA C509, Mechanical Joint, Resilient Wedge, NRS Open Counterclockwise with Valve Box and Concrete Pad, Complete in Place	EA	2	\$ 4,000.00	\$ 8,000.00
7	Meter Vault Assembly, Including all Hardware and Valves, Complete in Place	EA	1	\$ 87,981.00	\$ 87,981.00
8	Extend Existing Culvert with 24" RCP, Including Backfilling Existing Ditch and Sodding, Complete in Place	LS	1	\$ 5,810.00	\$ 5,810.00
9	Non-Destructive Testing/Potholing for Pipeline Crossings	EA	5	\$ 3,000.00	\$ 15,000.00
SUBTOTAL BASE BID PRICE					\$ 485,911.00

ITEM NO.	DESCRIPTION	UNIT	EST. QUAN.	UNIT PRICE	TOTAL PRICE
SUPPLEMENTAL ITEMS					
10	Additional Non-Destructive Testing/Potholing for Pipeline Crossings, as Instructed by the Engineer	EA	5	\$ 3,000.00	\$ 15,000.00
11	Install Extra Cement Stabilized Sand, as Instructed by the Engineer	CY	100	\$ 25.00	\$ 2,500.00
12	Install Extra Select Fill, as Instructed by the Engineer	CY	300	\$ 25.00	\$ 7,500.00
SUBTOTAL SUPPLEMENTAL ITEMS					\$ 25,000.00
TOTAL BID (BASE BID & SUPPLEMENTAL ITEMS)					\$ 510,911.00

B. SUPPLEMENTAL WORK BID ITEMS

** The items listed above are supplemental work items and are to be used only on the instructions of the field engineer on the job. No Compensation will be received for any part of these items unless they are actually used on the job under the direction of the field engineer. Any additional items required over and above those listed above will have to be secured on a change in contract and are not to be used until same has been approved by the City Auditor. The amount bid on the above listed items is to be included in the grand total of this contract.

C. ALTERNATE BID ITEMS

*Alternate bid items are included in the Bid Form. The Successful Bidder will be determined based on either the low Base Bid, or the low Base Bid Plus Utilized Alternate Bid Items, at the discretion of the OWNER. A bid of \$0 on any Alternate Bid Item will be grounds for disqualification of the bid. Alternate Bid Items are to be filled in with a legitimate balanced allocation of the bid.

** The items listed above are alternate items and are to be used only as awarded by the owner. No Compensation will be received for any part of these items unless they are awarded and actually used on the job under the direction of the engineer or owner. Any additional items required over and above those awarded will have to be secured on a change in contract and are not to be used until same has been approved by the City Auditor. The amount bid on the above listed items is to be included in the grand total of this contract.

D. TOTAL BID PRICE

TOTAL BID PRICE

\$ 510,911.00

E. DEDUCTIONS FROM BID ITEMS

BIDDER acknowledges that OWNER has a maximum funding limitation and that OWNER may adjust the total quantity of the items listed above to conform to that limitation. Reducing the quantity of items listed in this BID shall not invoke the provisions of Paragraph 13.03E.1 of the General Conditions unless such reduction exceeds 20% of any individual item.

5. BIDDER agrees that the Work will be substantially complete and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
6. The following documents are attached to and made a condition of this Bid:
 - A. Required Bid Security in the form of a Bid Bond, Cashier's Check, or Certified Check.
7. Communications concerning this Bid shall be addressed to the business address of BIDDER indicated herein.
8. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED on November 14th, 2024.

Bidder: BULL G CONSTRUCTION, LLC

(Print or Type full name of your proprietorship, partnership, corporation, or joint venture. *)

**By:

Signature

11/14/2024

Date

Name:

Francisco Lopez

PM

(Print or Type name)

Title

Address:

8519 Cedel Dr. Houston, TX 77055

(Mailing)

(Street, if different)

Telephone and Fax Number:

(832)531-0170

(Print or Type numbers)

- * If Bid is a joint venture, add additional Bid Form signature sheets for each member of the joint venture.
- ** Bidder certifies that the only person or parties interested in this offer as principals are those named above. Bidder has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding.

Note: This document constitutes a government record, as defined by § 37.01 of the Texas Penal Code. Submission of a false government record is punishable as provided in § 37.10 of the Texas Penal Code.

END OF SECTION



The Gray Insurance Company
The Gray Casualty & Surety Company

Telephone: 504-754-6711
info@graysurety.com

P.O. Box 6202
Metairie, LA 70009

Bid Bond

Know all men by these presents:

THAT Bull-G Construction, LLC.
of Missouri City, TX

hereinafter called the Principal, and The Gray Casualty & Surety Company of Metairie, Louisiana, a corporation duly organized under the laws of the State of Louisiana, as Surety, hereinafter called the Surety, are held firmly bound unto City of Seabrook as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Greatest Amount Bid (5% G.A.B.) for the payment of which sum and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid:

Job Number: _____

Project Description: Old State Highway 146 Interconnect

Project Location: _____

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

Signed this 14th day of November, 2024, by:

Principal: Bull-G Construction, LLC.

Witness: _____

Signature and Title: _____

Signature: _____

Surety: The Gray Casualty & Surety Company

Attorney-in-Fact: Mireli Stanford

Signature: MS

Witness: Megan Liescheski

Signature: Meyan Jiri

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number:

Principal:

Project:

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Megan Liescheski, Jacob Strader, Justin McQuain, Mireli Stanford, and Brian P. Herrera of Spring, Texas jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

“RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 14th day of November, 2024.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 14th day of November, 2024.

Leigh Anne Henican





The Gray Insurance Company
The Gray Casualty & Surety Company

Statutory Complaint Notice

To obtain information or to make a complaint:

You may contact the Surety via telephone for information or to make a complaint at: 1-504-754-6711.

You may also write to the Surety at:

Gray Surety
P.O. Box 6202
Metairie, LA 70009-6202

You may also contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write to the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become part of condition of the attached document. This notice is written under a complete reservation of rights. Nothing herein shall be deemed to be an estoppel, waiver or modification of any of Gray's rights or defenses, and Gray hereby reserves all of its rights and defenses under any general agreement of indemnity, contracts, agreements, bonds, or applicable law.

Section 00500

AGREEMENT

THIS AGREEMENT is dated as of _____, by and between City of Seabrook (hereinafter called OWNER) and Bull-G Construction, LLC (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The work is generally described as follows:

Old State Highway 146 Interconnect

Article 2. ENGINEER

The project has been designed by Cobb Fendley & Associates, who is hereinafter called ENGINEER and who is to act as OWNER'S representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES

- 3.1 The Work will be substantially completed within **150** days after the date when the Contract Times commence to run as provided in paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions within **180** days after the date when the Contract Times commence to run.
- 3.2 Liquidated Damages. CONTRACTOR and OWNER recognize that time is of the essence as stated in Paragraph 3.1 above and that OWNER will suffer financial and other losses if the Work is not completed within the Contract Times, as duly modified. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER Five Hundred and no/100_dollars (\$ 500.00) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in Paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER Five Hundred and no/100 dollars (\$500.00) for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE

The OWNER shall pay to the CONTRACTOR in current funds the price or prices shown in CONTRACTOR'S Bid, which forms a part of this Contract, such payments to be subject to the General and Special Conditions of the Contract. The total amount awarded is \$ 510,911.00.

Five Hundred Ten Thousand Nine Hundred Eleven and 00/100 Dollars

Article 5. PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.1. Progress Payments. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as recommended by ENGINEER, on or about the last day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in accordance with the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements

5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to 95% of Work completed, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 15.01E of the General Conditions.

5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 95% of the Contract Price, less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 15.01E of the General Conditions.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 15.06.

Article 6. INTEREST

All moneys not paid when due as provided in Article 15 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

7.1 CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect costs, progress, performance or furnishing the Work.

- 7.2 CONTRACTOR has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions provided in paragraph 4.02 of the General Conditions and accepts the determination of the technical data contained in such reports and drawings upon which CONTRACTOR is entitled to rely.
- 7.3 CONTRACTOR has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 7.2 above) which pertain to the subsurface or physical conditions at or contiguous to the site otherwise may affect the cost, progress, performance or furnishing of the Work as CONTRACTOR considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTOR for such purposes.
- 7.4 CONTRACTOR has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing underground facilities at or contiguous to the site and assumes responsibility for accurate location of said underground facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by CONTRACTS in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.03 of the General Conditions.
- 7.5 CONTRACTOR has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 7.6 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- 7.7 Under Section 231.006, Family Code, the CONTRACTOR certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.
- 7.8 By signing and entering into this Agreement, CONTRACTOR verifies that neither the Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Contractor, pursuant to Chapter 2271 of the Texas Government Code, (1) boycotts Israel; (2)nor will boycott Israel during the term of the contract; and (3) is not listed by the Texas Comptroller on the list of prohibited companies as defined in Texas Government Code Section 808.051.
- 7.9 CONTRACTOR represents that, neither the Contractor nor any wholly owned subsidiary,

majority-owned subsidiary, parent company or affiliate of the Contractor (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

- 7.10 By signing and entering into this Agreement, CONTRACTOR verifies that neither the Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Contractor, pursuant to Senate Bill 13, 87th Session of Texas Legis., Effective September 1, 2021, (1) boycotts energy companies; (2) nor will boycott energy companies during the term of the contract.
- 7.11 By signing and entering into this Agreement, CONTRACTOR verifies that neither the Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Contractor, pursuant to Senate Bill 19, 87th Session of Texas Legis., Effective September 1, 2021, has a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) nor will discriminate during the term of the contract against a firearm entity or firearm trade association.
- 7.12 By signing and entering into this Agreement, CONTRACTOR verifies that neither the Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Contractor, or any of its sub-contractors pursuant to Senate Bill 2116, 87th Session of Texas Legis., Effective September 1, 2021, is owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia or any designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or a designated country; and (ii) is headquartered in China, Iran, North Korea, Russia or a designated country. The term "designated country" means a country designated by the Governor as a threat to critical infrastructure under Section 113.003 of the Texas Business & Commerce Code. The term "critical infrastructure" means a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.
- 7.13 CONTRACTOR certifies that the individual or business entity named in this contract, bid, or application is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

Article 8. CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work, consist of the following:

- 8.1 This Agreement (pages 00500-1 to 00500-6, inclusive)
- 8.2 Conflict of Interest Questionnaire, Form 1259
- 8.3 Performance, Payment and/or Maintenance Bonds

- 8.4 Notice of Award
- 8.5 General Conditions (pages 00700-0 thru 00700-70, inclusive), Supplemental Conditions (pages 00800-1 thru 00800-14, inclusive), Prevailing Wage Rate Scale (pages 00900-1 thru 00900-2, inclusive)
- 8.6 Specifications bearing the title “*Construction Documents and Technical Specifications for Old State Highway 146 Interconnect*”.
- 8.7 CONTRACTOR’S Bid (pages 00300-1 to 00300-6 inclusive).
- 8.8 Addenda issued prior to Bid.
- 8.9 Documentation submitted by CONTRACTOR prior to Notice of Award.
- 8.10 Evidence of Insurance.
- 8.11 Drawings consisting of sheets numbered 1 through 22, inclusive, bearing the general title “*Old State Highway 146 Interconnect*”.
- 8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant Article 11 the General Conditions.

There are no Contract Documents other than those listed above in this Article 8. The Contract Documents may only be amended, modified or supplemented as provided in Article 11 of the General Conditions. All bid awards should include fully negotiated contracts, signed by the contractor prior to the agenda briefing form being submitted. Bond and Insurance documents must be submitted prior to start of work.

Article 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement, which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.3 OWNER and CONTRACTOR each binds itself, its partners, officers, directors, shareholders, successors, assigns and legal representatives to the other party hereto, its partners, officers, directors, shareholders, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, 20__ (which is the Effective Date of the Agreement).

OWNER

CONTRACTOR:

CITY OF SEABROOK

Bull-G Construction, LLC

By: _____

By: Beatriz Rios
Title: Manager

Attest: _____

Attest: Lazo

Address for giving notice:
1700 First Street
Seabrook, Texas 77586

Address for giving notice: 8519 CEDEL DR.
HOUSTON, TX 77055

By: Sl
Title: Admin Manager

Attest: Lazo

Agent for service of process:

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

END OF SECTION

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

BULL-G CONSTRUCTION LIMITED LIABILITY COMPANY

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Beatriz Rios
Signature of vendor doing business with the governmental entity

11/14/2024

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2024-1238658

Date Filed:
11/14/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

BULL G Construction, LLC
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Seabrook

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

1912-001-14

12-inch water line from the City of Seabrook's existing 12-inch water line North along Old State Highway 146 approximately 3,900 linear feet to the City of Pasadena's 18 inch Waterline

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



6 UNSWORN DECLARATION

My name is Francisco Lopez, and my date of birth is 09/02/1983.

My address is Cedel Dr, Houston, TX, 77055, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 14 day of November, 2024.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

House Bill 89 VERIFICATION

I hereby affirm that I am an authorized agent of Bull-G Construction Limited Liability Company hereafter referred to as company, **do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270::**

- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual.**

Pursuant to Section 2270.001, Texas Government Code:

- 1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and*
- 2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

12/19/2024

DATE

Beatriz Rios

SIGNATURE OF COMPANY REPRESENTATIVE

Section 00610

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That Bull-G Construction, LLC of the City of Houston of Harris County, and State of Texas as principal, and The Gray Casualty & Surety Company, authorized under the laws of the State of Texas to act as surety on Bonds for principals, are held and firmly bound unto City of Seabrook (OWNER), in the penal sum of \$ 510,911.00 Five Hundred Ten Thousand Nine Hundred Eleven and 00/100 Dollars for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the ____ day of ____ 20__, for Work associated with the project named:

"Old State Highway 146 Interconnect"

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said Contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and Plans and Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

"PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Statute to the same extent as if it were copied at length herein."

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the Plans, Specifications, or Drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

City of Seabrook
Old State Highway 146 Interconnect

PERFORMANCE BOND

Houston

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument
this _____ day of _____, 20____.

Contractor

Bull-G Construction Limited Liability Company

By: Beatriz Rios

Title: Manager

Address: 8519 Cedel Dr.

Houston, TX 77055

Telephone: (832) 846-3183

Fax: _____

Surety

The Gray Casualty & Surety Company

By: MJ

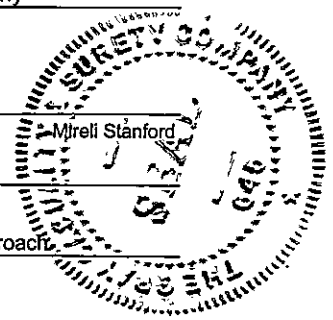
Title: Attorney-In-Fact

Address: 1625 West Causeway Approach

Mandeville, LA 70471

Telephone: (504) 754-6711

Fax: _____



**NOTICE: THE ADDRESS OF THE SURETY COMPANY TO WHICH ANY NOTICE
OF CLAIM SHOULD BE SENT MAY BE OBTAINED FROM THE TEXAS
DEPARTMENT OF INSURANCE BY CALLING ITS TOLL-FREE TELEPHONE
NUMBER; 1-800-252-3439.**

END OF SECTION

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GSH9000392

Principal: Bull-G Construction, LLC

Project: Old State Highway 146 Interconnect

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Megan Liescheski, Jacob Strader, Justin McQuain, Mireli Stanford, and Brian P. Herrera of Spring, Texas jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

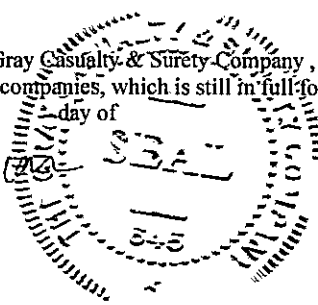
Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this _____ day of _____,

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this _____ day of _____

Leigh Anne Henican



PAYMENT BOND

Section 00620

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That Bull-G Construction, LLC of the City of Houston of Harris County, and State of Texas as principal, and The Gray Casualty & Surety Company, authorized under the laws of the State of Texas to act as surety on Bonds for principals, are held and firmly bound unto City of Seabrook (OWNER), in the penal sum of \$ 510,911.00 Five Hundred Ten Thousand Nine Hundred Eleven and 00/100 Dollars for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with the OWNER, dated the ___ day of _____, 20___, for Work associated with the project named:

Old State Highway 146 Interconnect

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

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code, as amended, and all liabilities on this Bond shall be determined in accordance with the provisions of said Statute to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work performed thereunder, or the Plans, Specifications or Drawings accompanying the same, shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder.

City of Seabrook
Old State Highway 146 Interconnect

PAYMENT BOND

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument
this _____ day of _____, 20__.

Contractor

Bull - G Construction, LLC

By: Beatriz Rios

Title: Manager

Address: 8519 Cedel Dr.

Houston, TX 77055

Telephone: (832) 846-3183

Fax: _____

Surety

The Gray Casualty & Surety Company

By: Mireli Stanford

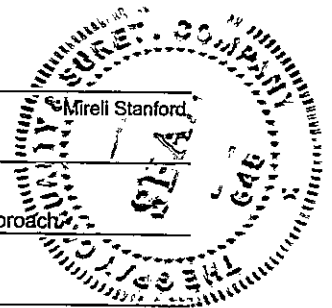
Title: Attorney-In-Fact

Address: 1625 West Causeway Approach

Mandeville, LA 70471

Telephone: (504) 754-6711

Fax: _____



NOTICE: THE ADDRESS OF THE SURETY COMPANY TO WHICH ANY NOTICE OF CLAIM SHOULD BE SENT MAY BE OBTAINED FROM THE TEXAS DEPARTMENT OF INSURANCE BY CALLING ITS TOLL-FREE TELEPHONE NUMBER; 1-800-252-3439.

END OF SECTION

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GSH9000392 **Principal:** Bull-G Construction, LLC

Project: Old State Highway 146 Interconnect

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Megan Liescheski, Jacob Strader, Justin McQuain, Mireli Stanford, and Brian P. Herrera of Spring, Texas jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

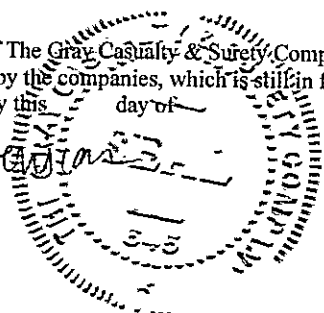
Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this _____ day of _____

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this _____ day of _____

Leigh Anne Henican



City of Seabrook
Old State Highway 146 Interconnect

ONE-YEAR MAINTENANCE BOND

Section 00630

ONE-YEAR MAINTENANCE BOND

THE STATE OF TEXAS §
 KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF HARRIS §

THAT WE, Bull-G Construction, LLC, a
Texas Corporation, as Principal, hereinafter called "Contractor" and the other subscriber
 hereto The Gray Casualty & Surety Company as Surety, do hereby acknowledge ourselves to be held
 and firmly bound to the City of Seabrook, a municipal corporation, in the sum of
Five Hundred Ten Thousand Nine Hundred Eleven and 00/100 Dollars (\$ 510,911.00) for the payment of
 which sum, well and truly to be made to the City of Seabrook, and its successors, the said
 Contractor and Surety do bind themselves, their heirs, executors, administrators, successors and
 assigns, jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the said Contractor has on or about this day executed a contract in writing
 with the City of Seabrook for:

Old State Highway 146 Interconnect

with all of the work to be done as set out in full in said contract and plans and specifications
 therein referred to and adopted by the City of Seabrook (Contract), all of which are made a part
 of this instrument as fully and completely as if set out in full herein.

NOW, THEREFORE, if the said Contractor shall comply with the provisions of the
 subject Contract, and correct Work not in accordance with the Contract Documents discovered
 within the established one-year period, then this obligation shall become null and void, and shall
 be of no further force and effect; otherwise, the same is to remain in full force and effect.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered
 when actually received or, if earlier, on the third day following deposit in a United States Postal
 Service post office or receptacle, with proper postage affixed (certified mail, return receipt
 requested), addressed to the respective other party at the address prescribed in the contract
 documents, or at such other address as the receiving party may hereafter prescribe by written
 notice to the sending party.

City of Seabrook

ONE-YEAR MAINTENANCE BOND

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20__.

Principal:

Bull-G Construction Limited Liability Company

By: Beatriz Rios

Title: Manager

Address:

8519 Cedel Dr.

Houston, TX 77055

Telephone: (832) 846-3183

Fax: _____

Surety:

The Gray Casualty & Surety Company

By: Mireli Stanford

Title: Attorney-In-Fact

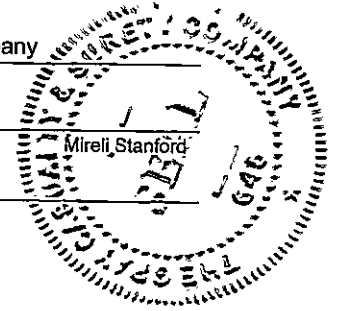
Address:

1625 West Causeway Approach

Mandeville, LA 70471

Telephone: (504) 754-6711

Fax: _____



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END OF SECTION

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GSH9000392 **Principal:** Bull-G Construction, LLC

Project: Old State Highway 146 Interconnect

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Megan Liescheski, Jacob Strader, Justin McQuain, Mireli Stanford, and Brian P. Herrera of Spring, Texas jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

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Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

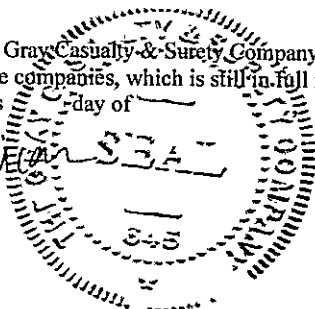
Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

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Mark Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this _____ day of _____

Leigh Anne Henican





The Gray Insurance Company
The Gray Casualty & Surety Company

Statutory Complaint Notice

To obtain information or to make a complaint:

You may contact the Surety via telephone for information or to make a complaint at: 1-504-754-6711.

You may also write to the Surety at:

Gray Surety
P.O. Box 6202
Metairie, LA 70009-6202

You may also contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write to the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become part of condition of the attached document. This notice is written under a complete reservation of rights. Nothing herein shall be deemed to be an estoppel, waiver or modification of any of Gray's rights or defenses, and Gray hereby reserves all of its rights and defenses under any general agreement of indemnity, contracts, agreements, bonds, or applicable law.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/12/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURICA 2420 Springer Dr, Suite 105 Norman, OK 73069	CONTACT NAME: PHONE (A/C, No, Ext): (405) 310-1583 FAX (A/C, No): (405) 217-0311 E-MAIL ADDRESS: service@INSURICAexpress.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Kinsale Insurance Company INSURER B : Progressive County Mutual Ins. Company INSURER C : Nautilus Insurance Company INSURER D : Bridgefield Casualty Insurance Co. INSURER E : Mid-Continent Casualty Company INSURER F :
INSURED Bull-G Construction, LLC 9020 Meadowview Dr Houston, TX 77037	NAIC # 38920 29203 17370 10335 23418

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	01001368943	1/4/2024	1/4/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			954108441	12/7/2024	12/7/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			AN1302071	1/4/2024	1/4/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	196-54472	2/1/2024	2/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Inland Marine			04-CIM-000041666	3/24/2024	3/24/2025	Installation Floater 250,000
E	Inland Marine			04-CIM-000041666	3/24/2024	3/24/2025	Any One Item 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder listed as additional insured when required by written contract. Coverage is primary and non-contributory and a waiver of subrogation is in favor. 7 day notice of cancellation shall be provided to the holder.

CERTIFICATE HOLDER

CANCELLATION

City of Seabrook 1700 First Street Seabrook, TX 77586	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 - 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 - 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 - 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 - 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 - 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 - 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 - 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 - 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 - 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 Delegation of Professional Design Services

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 6. Expenses incurred in preparing and advancing Claims.
 - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances:* Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance:* Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 - 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

**SUPPLEMENTARY CONDITIONS
OF THE CONSTRUCTION CONTRACT**

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00800

SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018) (Section 00700 – General Conditions). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, “Paragraph SC-4.05.”

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

No Supplementary Conditions in this Article.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

SC-2.01A. Amend Paragraph 2.01. A. to read: Performance and Payment Bonds: When Contractor delivers the signed counterparts of the Agreement to Owner **for Owner’s signature**, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).

SC-2.01B. Amend Paragraph 2.01. B. to add the phrase “for Owner’s signature”: Evidence of Contractor’s Insurance: When Contractor delivers the signed counterparts of the Agreement to Owner **for Owner’s signature**, Contractor shall also.... – with the remainder to stay as written.

SC-2.01C. Delete Paragraph 2.01. C. in its entirety.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

No Supplementary Conditions in this Article.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.05 *Delays in Contractor’s Progress*

SC-4.05 Amend Paragraph 4.05.C by adding the following subparagraphs:

5. *Weather-Related Delays*

- a. If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating

each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a “bad weather day”:
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 0.25” of precipitation as rain equivalent.
 - ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 32 degrees Fahrenheit.
 - 2) Determination of actual bad weather days during performance of the Work will be based on the weather records routinely measured and recorded by a weather monitoring station readily available nearest the site of the Work.
 - 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit A—Foreseeable Bad Weather Days.
 - 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit A—Foreseeable Bad Weather Days will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

ARTICLE 5—SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS

5.03 *Subsurface and Physical Conditions*

SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. Reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data were supplied with the Bidding Documents. Boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results; and other factual, objective information regarding conditions at the Site that are set forth in the Geotechnical Report comprise

the specific Technical Data. Opinions, analysis, and other conclusions stated in the report are not Technical Data.

Geotechnical Investigation, Seabrook HMGP, Retrofit of Wastewater System,
Force Main, City of Seabrook, Texas, Report No. 1140253302

Prepared For: Cobb, Fendley & Associates, Inc., Pearland, Texas

Submitted By: Geotest Engineering, Inc. TBPE Registration No. F-410

- F. Drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), mapping based on remote sensing, and any other data identified to the Bidders have not been verified and are not Technical Data.
- G. Contractor may request copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents from Engineer.

5.06 *Hazardous Environmental Conditions*

SC-5.06 Add the following new paragraphs immediately after Paragraph 5.06.A.3:

4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
none		

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
none		

ARTICLE 6—BONDS AND INSURANCE

6.02 *Insurance—General Provisions*

SC-6.02.A Amend Paragraph 6.02.A, to read as follows:

“Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.”

SC 6.02.B. delete the words “Owner or” from the first sentence; the remainder to remain as written.

SC 6.02.D. add the following after the first sentence:

“Contractor’s insurance policy will be required to verify coverage/limits to conform to the requirements of the Contract should the Certificate of Insurance provide a disclaimer that they are not conclusive evidence of insurance.”

SC 6.02.E Delete Paragraph 6.02.E of the General Conditions in its entirety.

SC-6.02.F Amend Paragraph 6.02.F, to read as follows:

“Failure of Owner to demand such certificates or other evidence of the Contractor’s full compliance with these insurance requirements, or failure of Owner to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the Contractor’s obligation to obtain and maintain such insurance.”

SC-6.02.I Amend Paragraph 6.02.I to read as follows:

“If Contractor does not maintain the insurance required by the Contract, he shall notify Owner in writing of such failure to maintain prior to any change in the required coverage.

SC 6.02.K Delete Paragraph 6.02.K of the General Conditions in its entirety.

6.03 *Contractor’s Insurance*

SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. Workers’ Compensation and Employer’s Liability: Contractor shall purchase and maintain workers’ compensation and employer’s liability insurance, including, as applicable, United States Longshoreman and Harbor Workers’ Compensation Act, Jones Act, stop-gap employer’s liability coverage for monopolistic states, and foreign voluntary workers’ compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers’ Compensation and Related Policies	Policy limits of not less than:
Workers’ Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman’s)	Statutory
Foreign voluntary workers’ compensation (employer’s responsibility coverage), if applicable	Statutory
Employer’s Liability	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000

- E. Commercial General Liability—Claims Covered: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:

1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- F. Commercial General Liability—Form and Content: Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- G. Commercial General Liability—Excluded Content: The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.

5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
6. Any limitation or exclusion based on the nature of Contractor's work.
7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.

H. Commercial General Liability—Minimum Policy Limits

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- I. Automobile Liability: Contractor shall purchase and maintain comprehensive automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Combined Single Limit (Bodily Injury and Property Damage)	\$2,000,000

- J. Umbrella or Excess Liability: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

- K. Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements: Contractor may meet the policy limits specified for employer's liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy's policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$5,000,000 after accounting for partial attribution of its limits to underlying policies, as allowed above.

- L. **Contractor's Pollution Liability Insurance:** Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor's Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$5,000,000
General Aggregate	\$5,000,000

- M. **Contractor's Professional Liability Insurance:** If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000

- N. **Railroad Protective Liability Insurance:** Prior to commencing any Work within 50 feet of railroad-owned and controlled property, Contractor shall (1) endorse its commercial general liability policy with ISO CG 24 17, removing the contractual liability exclusion for work within 50 feet of a railroad, (2) purchase and maintain railroad protective liability insurance meeting the following requirements, (3) furnish a copy of the endorsement to Owner, and (4) submit a copy of the railroad protective policy and other railroad-required documentation to the railroad, and notify Owner of such submittal.

[Insert additional specific requirements, commonly set by the railroad, here.]

Railroad Protective Liability Insurance	Policy limits of not less than:
Each Claim	\$specified by railroad
Aggregate	\$specified by railroad

- O. **Unmanned Aerial Vehicle Liability Insurance:** If Contractor uses unmanned aerial vehicles (UAV—commonly referred to as drones) at the Site or in support of any aspect of the Work, Contractor shall obtain UAV liability insurance in the amounts

stated; name Owner, Engineer, and all individuals and entities identified in the Supplementary Conditions as additional insureds; and provide a certificate to Owner confirming Contractor's compliance with this requirement. Such insurance will provide coverage for property damage, bodily injury or death, and invasion of privacy.

Unmanned Aerial Vehicle Liability Insurance	Policy limits of not less than:
Each Claim	\$1,000,000
General Aggregate	\$1,000,000

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04B Delete Paragraphs 6.04.B and 6.04.C of the General Conditions in their entirety.

SC 6.04F Supplement Paragraph 6.04 with the following addition:

F. *Builder's Risk Requirements*: The builder's risk insurance must:

1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, losses to Owner's connected/adjacent/involved facilities, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).
 - a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) Owner's connected/adjacent/involved property or facilities affected by the Work, (c) spare parts inventory required within the scope of the Contract; and (d) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
5. extend to cover damage or loss to insured property while in transit.
6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
8. include performance/hot testing and start-up, if applicable.
9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
10. include as named insureds the Owner, Contractor, Subcontractors (of every tier), Engineer, and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds."

6.05 *Property Losses; Subrogation*

SC-6.05.B Delete Paragraph 6.05.B of the General Conditions in its entirety.

6.06 *Receipt and Application of Property Insurance Proceeds*

SC-6.06. Delete Paragraphs 6.06.A, 6.06.B, and 6.06.C of the General Conditions in their entirety.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:

- D. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

7.10 *Taxes*

SC-7.10 Add a new paragraph immediately after Paragraph 7.10.A:

- B. Owner is exempt from payment of sales and compensating use taxes of the State of Texas and of cities and counties thereof on all materials to be incorporated into the Work.
 - 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 - 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

ARTICLE 8—OTHER WORK AT THE SITE

No Supplementary Conditions in this Article.

ARTICLE 9—OWNER'S RESPONSIBILITIES

No Supplementary Conditions in this Article.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
 - 1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 - 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 - 3. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.

4. *Review of Work; Defective Work*
 - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
 5. *Inspections and Tests*
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
 6. *Payment Requests: Review Applications for Payment with Contractor.*
 7. *Completion*
 - a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11—CHANGES TO THE CONTRACT

No Supplementary Conditions in this Article.

ARTICLE 12—CLAIMS

No Supplementary Conditions in this Article.

ARTICLE 13—COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 *Cost of the Work*

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of either the Rental Rate Blue Book for Construction Equipment, or the AED Green Book: Rental Rates & Specifications for Construction Equipment. Only one reference will be used as basis of cost, not most favorable rates from varying sources.

13.03 *Unit Price Work*

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the extended price of a particular item of Unit Price Work amounts to five percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than twenty five percent from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No Supplementary Conditions in this Article.

ARTICLE 15—PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS;
CORRECTION PERIOD

15.01 *Progress Payments*

SC-15.01 Add the following new Paragraph 15.01.F:

- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.03 *Substantial Completion*

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

No Supplementary Conditions in this Article.

ARTICLE 17—FINAL RESOLUTIONS OF DISPUTES

No Supplementary Conditions in this Article.

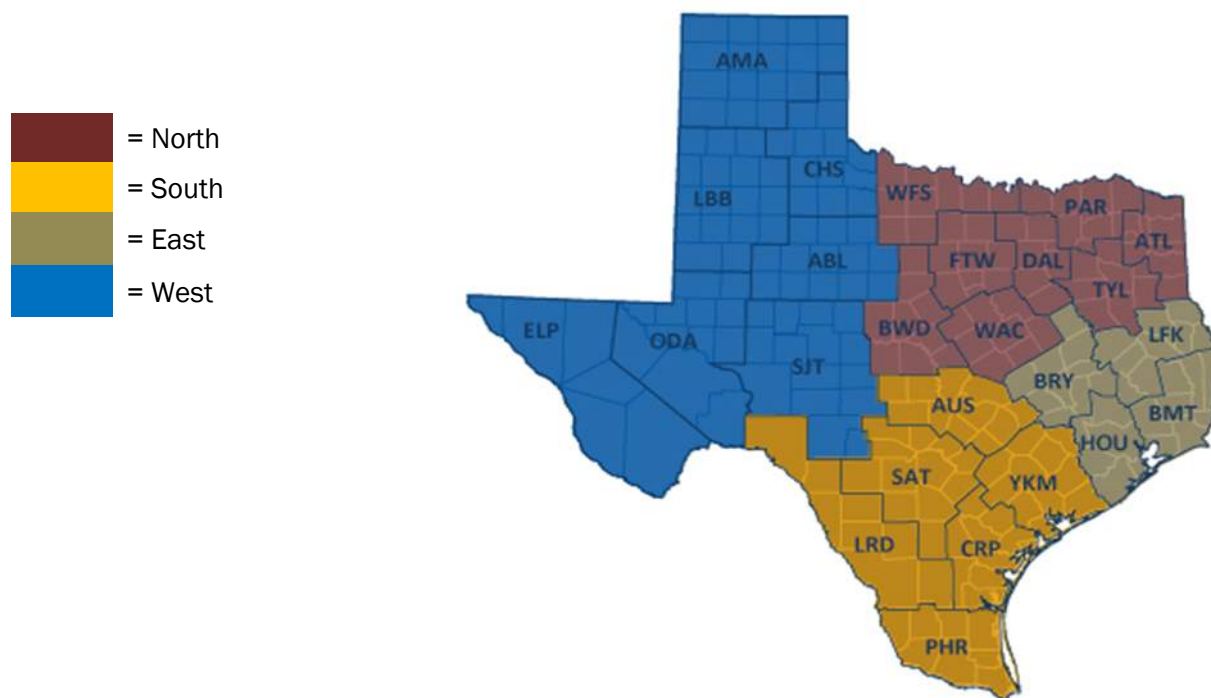
ARTICLE 18—MISCELLANEOUS

No Supplementary Conditions in this Article.

EXHIBIT A—FORESEEABLE BAD WEATHER DAYS

Weather Days Included per Month & Year															
Number of days with >0.25" Precipitation, too wet days, or Avg Temp =< 32 degrees															
*Year total is dependent on calendar day definition. Assumes 75% of weather days falls on weekday and not weekend or holiday for 5 day, 85% for 6 day, and 100% for 7 day															

	January	February	March	April	May	June	July	August	Sept	October	Nov	Dec	Average per Month	* Total per Year (5 day)	* Total per Year (6 day)	* Total per Year (7 day)
North	6	3	2	4	4	5	6	7	2	2	1	4	4	37	40	46
South	4	2	4	2	3	2	1	5	5	2	1	4	3	27	31	35
East	6	2	6	4	5	9	6	12	3	4	2	7	5	48	53	66
West	5	2	1	2	2	3	3	5	4	1	1	4	3	27	30	33



Source: Texas Department of Transportation

**CITY OF SEABROOK
RESOLUTION NO. 2017-15**

PREVAILING WAGE RATE SCALE

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SEABROOK, TEXAS, ADOPTING A PREVAILING WAGE RATE
SCALE FOR PUBLIC WORKS PROJECTS**

WHEREAS, The City of Seabrook has been here to fore duly created and organized as a political subdivision of the state; and

WHEREAS, Chapter 2258, Texas Government Code ("Chapter 2258"), requires a political subdivision to determine the general prevailing rate of per diem wages for each craft or type of worker in the locality in which a construction project for the political subdivision is to be performed and the general prevailing rate of per diem wages for legal holiday and overtime work; and

WHEREAS, Chapter 2258 provides that a worker employed on a public works project (not including maintenance work) by or on behalf of the political subdivision shall be paid not less than said general prevailing rates, as applicable; and

WHEREAS, Chapter 2258 provides that a contractor which is awarded a construction contract for the political subdivision, or a subcontractor of the contractor, shall pay not less than the rates determined as set forth above to a worker employed in the execution of such contract for a public works project; and

WHEREAS, Chapter 2258 applies to public works projects paid for in whole or in part from funds of the political subdivision, regardless of whether the work is done under the political subdivision's supervision or direction; and

WHEREAS, the City Council of the City of Seabrook has determined the general prevailing rate of per diem wages by using the prevailing wage rate as determined by the United States Department of Labor in accordance with the Davis-Bacon Act(40 U.S.C.§276 *et seq.*), as amended, and has determined to adopt a Prevailing Wage Rate Scale for Public Works Projects forthe City of Seabrook.

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

Section1: The City Council has determined the general prevailing rate of per diem wages for each craft or type of worker in the locality in which a public works project for the City of Seabrook is to be performed and the general prevailing rate of per diem wages for legal holiday and overtime work, by using the prevailing wage rate as determined by the United States Department of Labor, in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a *et seq.*), as amended. Further, the City Council has determined that the wage rates in the Prevailing Wage Rate Scale for Public Works Projects (comprised of one or more United States Department of Labor wage determination scales for each project type) for Harris County, which can be found at <https://www.wdol.gov/wdol/scafiles/davisbacon/tx.html>, are the general prevailing wage rates for public works projects by or on behalf of the City of Seabrook.

Section 2: The City Council of the City of Seabrook hereby adopts the Prevailing Wage Rate Scale for Public Works Projects for Harris County, which can be found at <https://www.wdol.gov/wdol/scafiles/davisbacon/tx.html>, which establishes minimum rates for each project type that shall be used by all contractors and their subcontractors on public works projects by or on behalf of the City of Seabrook.

Section 3: A contractor or subcontractor on a construction project by or on behalf of the City of Seabrook shall maintain records as required by Chapter 2258 and shall be subject to the penalties, forfeitures, and withholding of money for failure to comply with this Resolution and/or pending a final determination of an alleged violation, as provided in Chapter 2258.

Section 4: The City Manager is hereby directed and authorized to specify the wage rates adopted hereunder for each project type in all specifications for bids and contracts for public works projects by or on behalf of the City of Seabrook.

Section 5: Any prior Resolution Adopting Prevailing Wage Rate Scale for Public Works Projects previously adopted by the City Council is hereby revoked.

PASSED and ADOPTED this 11th day of July, 2017.


Thomas G. Kolupski
Mayor

ATTEST:



Robin Hicks, TRMC
City Secretary



APPROVED AS TO FORM:



Steve Weathered
City Attorney



Agenda Briefing

Date of Meeting: January 7, 2025

Responsible Department: City Manager's Office

Presenter: Brian Craig, City Engineer

Briefing Prepared By: Brian Craig

Strategic Focus Area:

General Information:

Hear a presentation and consider and take all appropriate action on options from Progressive Commercial Aquatics regarding the Seabrook Pelican Bay Pool designs.

Executive Summary / Background:

At previous meetings, City Council engaged Progressive Commercial Aquatics to conduct a comprehensive assessment of the pool's existing conditions, including filtration and chemical treatment systems, in compliance with current health code requirements and standards. Following the assessment, the firm provided recommendations for necessary corrections, associated costs, and three conceptual design options. City Council subsequently approved proceeding with the reconstruction phase of the consultant contract.

The firm has been developing design concepts to present to City Council for review and direction on the next steps in the process.

Additionally, the complex includes structures outside the scope of Progressive Commercial Aquatics' work. During this time, other conceptual designs have been explored for exterior-facing facades and the retention of existing restroom facilities. This item provides an update to City Council and the public on the project's progress and seeks further guidance as the initiative moves toward a potential bond proposition.

Funding / Fiscal Information:

Supporting Materials Attached:

1. Progressive Aquatic Proposal (1)

Prior Action / Review by Council, Boards, Commissions:

4-16-2024 Progressive Aquatics approved to move into survey and conceptual design and costing

Staff Recommendation:

Brian Craig
City Engineer/Assistant Public Works Director
City of Seabrook, TX

January 24, 2024

Subject: City of Seabrook – Pelican Bay Aquatic Renovation

Dear Mr. Craig,

Thank you for the opportunity to provide a proposal for the aquatic design services for the proposed aquatic facility. The purpose of our services will be to provide the aquatic construction and permitting documents and construction administration. This proposal outlines our understanding of the project, our documents and proposed scope of services and provides a fee for our services. This proposal is valid for thirty (30) days.

A. PROJECT INFORMATION

	DESCRIPTION
Location	The real estate development project is located in Seabrook, Texas.
Proposed Improvements	Based on the preliminary site visit performed 01/18/24, it is proposed to replace the existing pools and splashpad with a new aquatic facility. Based on three (3) tiers of budget and scope to be determined with input from the City, three (3) concepts will be developed for the new aquatic facility.

B. SCOPE OF SERVICES

The Client (City of Seabrook) retains the Consultant (Progressive Commercial Aquatics), for professional aquatic planning and design engineering consulting services to prepare conceptual design and, if desired, construction documents for the pools and splashpad for obtaining a construction permit and constructing the swimming pools and associated aquatic mechanical and sanitization systems in conformance to the State of Texas Health and Building Codes for Public Swimming Pools. The scope of the Consultant's services shall include:

I. AQUATIC ASSESSMENT

One (1) Scheduled Site Visit

- a. Assessment of the existing conditions of the pool, filtration and chemical treatment systems and pool items related to compliance with current health code requirements and standards of care. Report to include:
 1. Review of health code issues related to public safety, VGB, ADA compliance and operation.
 2. Recommendations for correction.
 3. Measurements of critical areas of the facility.

- b. Inventory and visual assessment of existing conditions of the pool, filtration, recirculation and chemical treatment systems.
 - 1. Visually inspect pool shell, deck and finishes.
 - 2. Visually inspect pool piping.
 - 3. Perform necessary calculations to determine effectiveness of existing filtration, recirculation and chemical treatment systems.
 - 4. Visually inspect and analyze effectiveness of existing mechanical equipment (pumps, motors, starters, filters, etc.)
 - 5. Recommendations for renovation of pools and equipment to meet the following standards:
 - a. Compliance with current aquatic codes implemented in the City of Seabrook and State of Texas
 - b. Updating the facility to meet current industry standards for new construction
- c. Assessment of all chemical control, storage and delivery systems for effectiveness and compliance with health and safety requirements.
- d. Detailed and itemized estimated cost of recommended aquatic renovations.

EXCLUSIONS, MAY BE ADDED AS AN ADDITIONAL SERVICE

- a. Physical testing of pool shell and finishes.
- b. Pressure testing of pool piping and pool shell leak detection.

II. AQUATIC FEATURES SURVEY AND COMMUNITY MEETING

One (1) Scheduled Site Visit

- a. Develop a custom digital survey to overview the following aquatic design considerations to be issued to the Client for distribution to facility patrons and staff (if desired).
 - 1. Request generic information (anonymously) regarding user profile and desired use of this facility with the intent of gathering information regarding the aquatic user groups (competitive, leisure, therapy, learn-to-swim, etc.) that will be visiting.
 - 2. Provide visual and written descriptions of aquatic programming elements/features and ask patrons to rank (1-3) their preferences. The Consultant will work with the Client to develop a tailored list of elements/features prior to developing this survey.
 - 3. Provide visual and written descriptions of various aesthetic themes/choices and ask patrons to indicate their preference to determine the look and feel of this facility.

- b. Using results from the aforementioned survey, the Consultant will host one (1) design charrette meeting with facility patrons or a committee selected by the Client.
 1. The Consultant will review the results and questions posed by the survey to ensure all meeting attendees understand the design intent moving forward.
 2. The Consultant will confirm what aquatic elements/feature and themes will be incorporated into conceptual renderings.

III. CONCEPTUAL DESIGN PHASE

- A. Using input from the aforementioned survey and community meeting, as well as input from City officials, the Consultant will develop three (3) conceptual design renderings of varying scope and budget. The Consultant will also provide rough order of magnitude (ROM) costs to accompany each conceptual design.
 1. The Consultant will provide three (3) fully-colored renderings of the aquatic scope only. Renderings of the aquatic bathhouse and mechanical spaces will not be included.
 - a. One rendering will be provided for each of three (3) price points (low, medium, and high).
 2. The Consultant will provide a brief written description of each conceptual rendering including the aquatic elements/features and theming used.
 3. The Consultant will provide a ROM cost to accompany each conceptual rendering.

IV. PRELIMINARY DESIGN PHASE (SCHEMATIC DESIGN AND DESIGN DEVELOPMENT)

No (0) Scheduled Visits

- B. Attend kick-off meeting with Client, Design Team and Owner Representatives via teleconference or web conference to determine and confirm desired aquatic programmatic features, filtration / chemical treatment system options, budget, code related items and aquatic points of coordination between the respective design consultants.
- C. Provide an overview of applicable codes, standards and laws related to the swimming pool design for coordination with the project team and client, including building codes, health code, ADA Accessibility Guidelines and Virginia Graeme Baker (VGB) Pool and Spa Safety Act.
- D. Provide recommendations for aquatic facility design and operation based on Consultant's 50+ year overall experience in design, construction, service and management.
- E. Review project Geotechnical Report to determine aquatic shell structural design parameters which impacts overall project construction budget.

- F. Confirm aquatic equipment for design of pool mechanical room. Provide product aquatic cut sheets or list for review and sign-off.
 - G. Prepare Schematic Design drawings including pool and splashpad plans and sections.
 - H. Prepare preliminary plan of aquatic equipment room and chemical rooms showing pump, filters, and water chemistry equipment in CAD format. Indicate where electrical, plumbing, mechanical coordination items are located.
 - I. Prepare Design Development plans and sections based on desired equipment for review and confirmation before proceeding into the Construction Document Phase.
 - J. Provide preliminary aquatic construction budget for review and present value engineering options for consideration.
 - K. Meet with Client and/or Architectural design team via teleconference or web conference to review plans and determine specific aquatic program and features desired and discuss points of coordination for architectural, structural, mechanical, electrical, plumbing and civil designers.
- V. CONSTRUCTION DOCUMENT PHASE

No (0) Scheduled Visits

- A. Prepare aquatic drawings (SP or AQ sheets) in CAD format based on the Manufacturer drawings and submit to Design/Construction Team following the drawing format indicated below. Refer to SECTION E – DESIGN TEAM COORDINATION for additional information relative to aquatic and design team scope.
 - 1. Aquatic Site Plan (building or site background from Client)
 - 2. Aquatic Plans and Sections
 - 3. Aquatic Details
 - 4. Aquatic Piping Plan and Details
 - 5. Surge/Balance Tank, Plans, Sections and Details, if required
 - 6. Aquatic Equipment Details
 - 7. Pool Water Heaters, Electric, Natural Gas and/or Solar
 - 8. Aquatic Systems Schematic
 - 9. Provide Aquatic Specifications on Plans
 - a) Swimming Pool Equipment
 - b) Swimming Pool Finish(es)

- c) Splashpad Equipment and Features
 - d) Splashpad Finishes
- B. Structural Design of Pool Shells and Splashpad slab – By Progressive Sub-Consultant
 - 1. Prepare structural design construction documents for the pools and surge tank (if required) floor slab and walls.
 - 2. Prepare structural design construction documents for the splashpad floor slab and balance tank floor slab and walls.
 - 3. Specifications for the pool, splashpad, and associated tanks poured-in-place concrete and shotcrete.
 - 4. Coordinate pool and splashpad structural documents with other disciplines.
- C. Meet with Client and/or Architectural design team via teleconference or web conference to review plans and determine specific aquatic program and features desired and discuss points of coordination for architectural, structural, mechanical, electrical, plumbing and civil designers.
- D. Provide final aquatic construction budget for review and present value engineering options for consideration, if required.

VI. AGENCY REVIEW PHASE

No (0) Scheduled Visits

- A. Furnish sealed engineering swimming pools and splashpad (SP or AQ Series) plans, specifications, application, equipment cut sheets and additional documents as required to the Agency for obtaining a swimming pool construction permit. Furnish additional sealed engineering swimming pool and splashpad plans to Client for submittal to the Department of Buildings or other agencies having jurisdiction, as required.
- B. Coordinate requirements for Owner, Architectural, Civil, Structural, Mechanical, Electrical and Plumbing plans with design team for consolidated Agency submittal by the Consultant.
- C. Agency permit filing fees shall be by the Client or Owner.
- D. Coordinate Agency comments with respective design team members and furnish consolidated responses to Agency. Response to State Building Department Plan check comments shall be provided for the aquatic engineering scope items.
- E. Respond to contractor requests for information (RFI) items pertaining to the pools and splashpad and to clarify drawings as required.

VII. CONSTRUCTION ADMINISTRATION PHASE

One (1) Scheduled Visit

- A. Review submittals by pool subcontractor for the pool / splashpad and their related systems. Provide review and comments on submittals related to the aquatic items from the design team.
- B. Observe aquatic construction through communication and documentation from the pool subcontractor team at specific milestones and submit a punch-list report. The suggested milestone for a punch-list visit is detailed below and may be altered at the Client / Owner request.
 - 1. Following installation of pool shell and splashpad finishes and when aquatic equipment room installation is at least 75% complete.
- C. Address Contractor, Sub-Contractor and Design Team requests for information and provide clarifications via Bulletin response and/or drawing revisions.
- D. Address Agency requests for information during their construction observation visits.
- E. Furnish Record Documents, if requested, based on pool contractor plan markups and furnished data.

C. SCHEDULE

Completion of Construction Documents and Agency Review Submittal shall comply with the schedule as provided by the Client and/or Owner. The Consultant's schedule shall be extended based on delays provided by other Consultants or the Owner.

D. COMPENSATION – LUMP SUM

AQUATIC TASK		LUMP SUM FEE
I.	Aquatic Assessment (travel expenses included)	\$8,100
II.	Aquatic Features Survey and Community Meeting (one (1) site visit planned)	\$1,500
III.	Conceptual Design Phase	\$13,500
IV.	Preliminary Design Phase (no site visits planned)	TBD
V.	Construction Document Phase (no site visits planned)	TBD
VI.	Agency Review & Bidding Phase (no site visits planned)	TBD

AQUATIC TASK		LUMP SUM FEE
VII.	Construction Administration Phase (one site visit, travel reimbursables included)	TBD
VIII.	Total for Aquatic Assessment, Aquatic Features Survey, Community Meeting, and Conceptual Design Phase (I, II, & III)	\$23,100

For Aquatic Task item I details, refer to Aquatic Assessment Proposal sent 01/25/2024. Refer to document titled “City of Seabrook – Pelican Bay Aquatic Assessment Proposal 012324”.

Fees for Aquatic Task items IV – VII are dependent on the project scope selected by Owner following the Conceptual Design Phase.

The Consultant monthly invoices submitted shall be based on the percentage of the Consultant's services completed. Client shall make payments to Progressive Commercial Aquatics within thirty (30) days after receipt of invoice. Upon written notice, Consultant may suspend services until payment for past due invoices is made.

Reimbursable expenses and add services are subject to Client approval. Reimbursable expenses shall consist of travel expenses and personnel time for additional trips and be billed to the Client at cost at the rates listed below.

ADDITIONAL SERVICES

Consultant shall not proceed with any additional work without Client authorization in writing. The above lump sum fee is based on our current rate schedule.

If we are authorized to proceed and the client subsequently postpones or cancels the work, we will invoice the client for the costs of project set up and mobilization incurred prior to notice of cancellation.

Additional Services shall be billed out at the following rates:

President	\$200.00/hour
Design Director / Structural Principal	\$175.00/hour
Project Manager / Structural Designer	\$135.00/hour
Revit Designer / CAD Drafter	\$100.00/hour
Administration	\$65.00/hour
Design/Construction Administration Site Visit	\$2,500/day, includes travel expenses
Mileage	0.65/per mile

E. DESIGN TEAM COORDINATION

1. HOLD HARMLESS

- a. The Consultant shall provide recommendation for design of the pool mechanical building and support spaces based on previous experience, but the Client, Architect and their Engineers shall be responsible for the design of the building. The Client shall hold harmless the Consultant

from all claims relating to building design, and specifically claims related to condensation, moisture damage, excessive humidity, absence or poor performance of vapor barriers and corrosion of surfaces.

2. ARCHITECTURAL / BUILDING STRUCTURAL

- a. Consultant will develop a pool/splashpad equipment room plan layout locating pump pit with sump pit, backwash pit/tank and chemical feed/storage rooms for Architectural coordination and building structural design.
- b. Housekeeping pads for pool/splashpad equipment shall be by the Structural Engineer with the assistance of the Consultant to provide operational weights and location of items requiring a thickened slab greater than the floor slab.
- c. Building Structural Engineer and Architect are responsible for pool/splashpad deck design from the back side of the respective pool wall or splashpad floor slab, including backer rod, sealant, deck finish(es) and fencing.

3. PLUMBING/CIVIL

- a. If required in the project Geotechnical Report, the pool underdrain system design shall be by Civil for dewatering the area. Consultant shall provide a monitoring well to assist the Client for observing groundwater conditions prior to emptying pool for maintenance. Hydrostatic relief valves shall be specified by the Consultant in each pool main drain, but these relief valves are not the primary means of prevention of floating the pool shells.
- b. Consultant shall size pool/splashpad wastewater tank / catch basin within the equipment room for periodic draining of pool or splashpad balance tank and filter cleaning via an approved air gap. Plumbing and Civil shall be responsible for pool/splashpad wastewater from the pit / holding tank to the appropriate sewer.
- c. Consultant shall size and provide design for pool and splashpad balance tank automated fills based on domestic water supply and backflow preventer provided by Plumbing/Civil.
- d. Plumbing shall be responsible for drinking fountains, hose bibs and bathroom facilities per the Health Code. Consultant may recommend locations for hose bibbs in pool equipment room and on pool/splashpad deck at no greater than 150-ft apart or as listed by the Agency.
- e. Deck drain system selection and layout shall be the responsibility of Plumbing with Consultant guidance on location from pool/splashpad and if applicable, area drain separation.

4. MECHANICAL

- a. If desired, Consultant will size and specify natural or propane gas-fired pool heaters. Mechanical is responsible to design heater gas connections, any necessary gas regulators, combustion air supply and exhaust venting.
- b. If pool water heater source requirement is heating hot water or steam, specification of the boiler shall be by the Mechanical Engineer with the Consultant's recommendation for heating load and coordination with pool filtration system.

- c. Mechanical is responsible for providing ventilation to pool mechanical building, equipment and chemical treatment rooms.

5. ELECTRICAL

- a. Electrical Engineer is responsible for preparing construction documents and details for the pump single line diagrams, underwater lights and electrical panel, etc.
- b. Electrical Engineer is responsible for electrical specifications on drawing sheets.
- c. Electrical Engineer is responsible for specifying the pool electrical panel and power.
- d. Consultant will assist Electrical Engineer in coordinating pool electrical documents with other disciplines.
- e. Consultant is responsible for connection of line voltage and greater to pool and splashpad equipment. Connections shall be provided by the Electrical Contractor. Consultant will show low voltage control wiring connections (less than 120V) to pool and splashpad equipment. Low voltage connections provided by swimming pool contractor.
- f. Consultant will specify underwater lighting fixtures and niches. Consultant responsible for connections from pool panel, junction boxes and conduit to niches. Connections shall be provided by the Electrical Contractor.
- g. Consultant will provide details for pool bonding and grounding per Electrical Code. Connections shall be provided by the Electrical Contractor.

F. AUTHORIZATION

This proposal may be accepted by executing this proposal. This proposal is valid only if authorized within thirty days from the listed proposal date. If an alternative contract is proposed additional delays may occur due to reviewing the contract. We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call the undersigned if you have any questions or comments regarding this proposal.

PROGRESSIVE COMMERCIAL AQUATICS

BY:

Stephen Seliskar

Stephen Seliskar
Project Engineer

DATE: January 24, 2024

CITY OF SEABROOK

BY:

Gayle Cook

Brian Craig
City Engineer/Assistant Public Works Director
c/o Gayle Cook
City Manager
(approved by Seabrook City Council 2-7-24)

Digitally signed by Gayle Cook
DN: cn=Gayle Cook, o=City of Seabrook,
ou, email=gcook@seabrooktx.gov, c=US
Date: 2024.02.12 12:48:32 -06'00'



Agenda Briefing

Date of Meeting: January 7, 2025

Responsible Department: City Manager's Office

Presenter:

Briefing Prepared By:

Strategic Focus Area:

General Information:

Consider and take all appropriate action on the extension of the agreement between the City of Seabrook and Driver & Rescue Club LLC, lessee of the property located at 2613 ½ NASA Parkway (operating as 'The Yard' at Barge295) for the continuation of temporary conditional exceptions to various codes and ordinances and providing for an extended period of six (6) months.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached:

1. Temporary Agreement

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

**AGREEMENT BETWEEN THE CITY OF SEABROOK, MORGAN SOUTHWEST
LAND COMPANY, AND DRIVER & RESCUE CLUB LLC("BARGE295")**

FOR

**TEMPORARY CONDITIONAL EXCEPTIONS TO CODES AND ORDINANCES
RELATING TO HURRICANE BERYL**

This Agreement ("Agreement") is made and entered into as July 22, 2024, by and between the City of Seabrook, a municipal corporation ("City"), Morgan Southwest Land Co. ("Owner"), and Driver & Rescue Club LLC("Barge295").

RECITALS

WHEREAS, previous to Hurricane Beryl's damage the "Yard" served as a patio or outdoor café as an accessory/subordinate use to the primary bar and food service use of the "Barge". The business in the "Yard" was contingent upon the primary fixed-brick-and-mortar use of the "Barge" for the food preparation, for primary bar services, and to provide all required restrooms.

WHEREAS, Hurricane Beryl damaged the primary fixed brick and mortar use of the "Barge" to the extent that the "Barge" is no longer able to serve as the principal use.

WHEREAS, Morgan Southwest Land Co. is the owner and Barge295 is the lessee of certain real property ("Property") described as [legal description of property], located at 2613 ½ E. Nasa Parkway, Seabrook, Texas 77586, containing businesses called Barge295 and The Yard, and further described by site plan attached hereto as Exhibit "A" and incorporated as part of this Agreement; and

WHEREAS, Barge295 has requested temporary conditional exceptions to multiple items in the City Code to address specific needs and issues; and

WHEREAS, the City Council of the City of Seabrook has determined that granting such temporary conditional exceptions, on a temporary basis, is in the best interest of the community and will provide necessary relief and flexibility while maintaining the integrity of the City Code and Ordinances;

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

1. Temporary Conditional Exceptions Approval

The City hereby grants Barge295 a temporary and conditional exception to the following items in the City Code and Ordinances, subject to the terms and conditions set forth in this Agreement:

Item 1: Allow temporary restrooms not in compliance with plumbing code that have no permanent installations

Code: Plumbing Code, Sec-326 (ICC 2021 – Adopted)

Section 2903: Design and Installation of Plumbing Systems

2903.1 General

Plumbing systems shall be designed and installed to provide a permanent, sanitary, and safe method of waste disposal.

2903.1.1 Permanent Installations: All plumbing fixtures, including toilets, lavatories, and urinals, must be permanently installed. Temporary or portable plumbing fixtures do not satisfy the requirements of this code.

Special Conditional Exception(s): 7 total number of temporary restrooms in accordance with the description/model in Exhibit “B”; the number of temporary restrooms located on Property shall not expand or otherwise impact the maximum occupancy levels currently allowed. With seven (7) temporary restrooms, the maximum occupancy load as calculated by the Building Official is **275**.

Item 2: Allow one food truck to operate as the primary use not in compliance with the Mobile Food Vendor Ordinance

Code: Mobile Food Vendor Ordinance

Section (a)(1)(j)

Special Conditional Exception(s): _____

Item 3: Allow food truck connections a water or sewage system on site not in compliance with the Mobile Food Vendor Ordinance

Mobile Food Vendor Ordinance

Section (2)(k)(4)

Special Conditional Exception(s): _____

Item 4: Allow food truck to set up, locate, and use other device or equipment intended to increase the serving capacity of the mobile food vendor not in compliance with the Mobile Food Vendor Ordinance

Mobile Food Vendor Ordinance

Section (2)(p)

Special Conditional Exception(s): _____

Item 5: Allow food truck to operate outside the hours of 8:00am – 10:00am and not in compliance with the Mobile Food Vendor Ordinance

Mobile Food Vendor Ordinance

Section (2)(q)

Special Conditional Exception(s): _____

Item 6: Allow food truck to operate on private property that does not contain a permanent business operating in a building with a certificate of occupancy at all times, and the mobile vending unit is occupying property and not in compliance with the Mobile Food Vendor Ordinance

Mobile Food Vendor Ordinance

Section (3)(b)

Special Conditional Exception(s): _____

Item 7: Allow food truck to operate with the use of temporary restrooms and not have use of permanent flushable restrooms from a business within 300 feet during hours of operation not in compliance with the Mobile Food Vendor Ordinance; provided, however, the number of temporary restrooms located on Property shall not expand or otherwise impact the maximum occupancy levels currently allowed on the Property.

Mobile Food Vendor Ordinance

Section (2)(k)(4)

Special Conditional Exception(s): _____

Item 8: Allow one (1) additional special event for a total of five (5) for 2024

Special Event Ordinance

Special Conditional Exception(s): _____

2. Term of Special Conditional Exceptions

The special conditional exceptions shall commence on complete execution of this agreement and shall expire no later than **six (6) months**, unless otherwise terminated or extended in accordance with this Agreement.

3. Compliance with Other Laws

Barge295 shall comply with all other applicable federal, state, and local laws, regulations, and ordinances during the term of the temporary conditional exception.

4. Inspection Access

Right of Access: The City shall have the right to access the Barge295 site ("Site") for the purposes of inspection at any time, with or without prior notice, to ensure compliance with all applicable laws, regulations, and terms of this Agreement.

5. Impact Mitigation

Barge295 agrees to implement the following measures to mitigate any potential negative impacts of the temporary conditional exceptions:

- Temporary Restrooms will be moved pending any Tropical Disturbance that could result in flooding or surge

6. Indemnification

Barge295 agrees to indemnify, defend, and hold harmless the City, its officers, agents, and employees from and against any and all claims, liabilities, damages, losses, and expenses (including reasonable attorney's fees) arising out of or in connection with the granting and implementation of the temporary conditional exceptions.

7. Termination

The City reserves the right to terminate this Agreement and the temporary conditional exceptions granted herein at any time for cause, including but not limited to Driver & Rescue Club LLC("Barge295")'s failure to comply with the terms and conditions of this Agreement or any applicable laws.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

9. Amendment

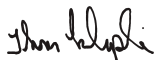
This Agreement may be amended only by a written instrument executed all parties.

10. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, County of Harris.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

City of Seabrook

By: 
Name: Thomas G. Kolupski
Title: Mayor

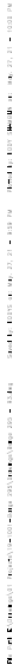
Driver & Rescue Club LLC("Barge295")

By: 
Name: Michael Robinson
Title: President

Morgan Southwest Land Co. ("Owner")

By: 
Name: Larry Womack
Title: Owner

Barge295/The Yard Site Plan





5 Seat Restrooms on Trailer
2 Port a Cans

2 Temporary Hand Wash Stations



1 Food Truck

Exhibit "B"

Description and Model of Temporary Restrooms

Response: " 1 ada compliant port a potty and 1 (5) stall trailered restroom"

Email 7/19/2024

Title	AGREEMENT BETWEEN THE CITY OF SEABROOK, MORGAN SOUTHWEST.
File name	Barge_Agreement_for_Exceptions_FINAL.pdf
Document ID	fb9658d80110a0e5a8a4ee272b7644c1777dee8b
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



07 / 23 / 2024
14:55:45 UTC

Sent for signature to Michael Robinson (mrobinson@cardinaltx.com), Thom Kolupski (mayor@seabrooktx.gov) and Larry Womack (deborah.reichert@comcast.net) from amorales@seabrooktx.gov
IP: 165.254.153.10



07 / 23 / 2024
15:01:35 UTC

Viewed by Larry Womack (deborah.reichert@comcast.net)
IP: 98.199.79.232



07 / 23 / 2024
15:23:24 UTC

Viewed by Thom Kolupski (mayor@seabrooktx.gov)
IP: 47.189.218.172



07 / 23 / 2024
15:24:44 UTC

Signed by Thom Kolupski (mayor@seabrooktx.gov)
IP: 47.189.218.172



07 / 23 / 2024
15:38:21 UTC

Signed by Larry Womack (deborah.reichert@comcast.net)
IP: 98.199.79.232

Title	AGREEMENT BETWEEN THE CITY OF SEABROOK, MORGAN SOUTHWEST.
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Document ID	fb9658d80110a0e5a8a4ee272b7644c1777dee8b
Audit trail date format	MM / DD / YYYY
Status	● Signed

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07 / 23 / 2024
19:37:53 UTC

Viewed by Michael Robinson (mrobinson@cardinaltx.com)
IP: 107.116.165.56



07 / 23 / 2024
19:38:23 UTC

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IP: 107.116.165.56



07 / 23 / 2024
19:38:23 UTC

The document has been completed.



Agenda Briefing

Date of Meeting: January 7, 2025

Responsible Department: City Manager's Office

Presenter:

Briefing Prepared By:

Strategic Focus Area:

General Information:

Consider and take all appropriate action on Resolution 2025-01, Expressing finance expenditures to be incurred, relating to the Seabrook Police Station and Seabrook Pelican Bay Pool.

Executive Summary / Background:

In accordance with Section 103 of the Internal Revenue Code, City Council may adopt a resolution expressing its intent to reimburse pre-bond costs incurred for a proposed project if it is later funded through bond issuance. This resolution allows the City to ensure compliance with tax regulations and maintain flexibility in funding options as the project progresses.

It is important to note that if the proposed project does not proceed to bond issuance or is rejected, this resolution becomes null and void, with no further financial or legal impact.

Approval of this resolution does not obligate the City to move forward with bond issuance but provides a mechanism to recapture eligible costs should the project proceed.

Funding / Fiscal Information:

Supporting Materials Attached:

1. Resolution 2025-01

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.

1 RESOLUTION NO. 2025-01

2
3
4 **RESOLUTION EXPRESSING INTENT TO**
5 **FINANCE EXPENDITURES TO BE INCURRED**
6

7 STATE OF TEXAS §
8 COUNTY OF HARRIS §
9 CITY OF SEABROOK §
10

11 WHEREAS, the City of Seabrook, Texas (the “Issuer”) is a political subdivision of the
12 State of Texas authorized to finance its activities by issuing debt obligations, including obligations
13 the interest on which is excludable from gross income under Section 103 of the Internal Revenue
14 Code of 1986, as amended (collectively, the “Obligations”);
15

16 WHEREAS, the Issuer will make or has made, not more than 60 days prior to the date
17 hereof, payments for capital expenditures with respect to the acquisition, construction, renovation,
18 improvement and equipment of the projects listed on Exhibit A attached hereto;
19

20 WHEREAS, the Issuer has concluded that it does not currently desire to issue Obligations
21 to finance costs associated with the projects listed on Exhibit A attached hereto;
22

23 WHEREAS, the Issuer desires to reimburse itself for capital expenditures associated with
24 the projects listed on Exhibit A attached hereto from the proceeds of Obligations to be issued
25 subsequent to the date hereof; and
26

27 WHEREAS, the Issuer reasonably expects to issue Obligations to reimburse itself for the
28 costs associated with the projects listed on Exhibit A attached hereto.
29

30 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
31 SEABROOK, TEXAS, THAT:
32

33 Section 1. The Issuer reasonably expects to reimburse itself for capital expenditures that
34 have been or will be paid subsequent to the date that is 60 days prior to the date hereof and that
35 are to be paid in connection with the acquisition, construction, renovation, improvement and
36 equipment of the projects listed on Exhibit A attached hereto from the proceeds of Obligations to
37 be issued subsequent to the date hereof.
38

39 Section 2. The Issuer reasonably expects that the maximum principal amount of
40 Obligations issued to reimburse the Issuer for the costs associated with the projects listed on
41 Exhibit A attached hereto will not exceed \$1,500,000.
42

43 *[Signature page follows]*

PASSED AND APPROVED this 7th day of January, 2025.

Thom Kolupski, Mayor
City of Seabrook, Texas

ATTEST:

Rachel Lewis, City Secretary
City of Seabrook, Texas

(SEAL)

EXHIBIT A

Designing, planning, constructing, expanding, developing and equipping Seabrook Police Station, including all matters incident or necessary thereto.

Demolition of existing facilities, designing, planning, constructing, renovating, expanding, developing and equipping a city pool and aquatic facility, including all matters incident or necessary thereto.



Agenda Briefing

Date of Meeting: January 7, 2025

Responsible Department: City Secretary's Office

Presenter: Gayle Cook, City Manager

Briefing Prepared By: Rachel Lewis

Strategic Focus Area: The City of Seabrook must declare an official newspaper for legally mandated publications.

General Information:

Consider and take all appropriate action on Resolution 2025-02 designating the City's official newspaper.

Executive Summary / Background:

The City must declare an official newspaper for legally mandated publications, and the last designation has now expired.

Funding / Fiscal Information:

Supporting Materials Attached:

1. Resolution 2025-02

Prior Action / Review by Council, Boards, Commissions:

The previous newspaper designation was made in 2021 and has since expired.

Staff Recommendation:

Staff recommends that the Bay Area Observer be declared as the official paper, and that the Bay Area Citizen and Houston Chronicle be utilized in the event the Observer is not able to publish for any reason.

**CITY OF SEABROOK
RESOLUTION 2025-02**

DESIGNATION OF OFFICIAL NEWSPAPER

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS DESIGNATING THE CITY'S OFFICIAL NEWSPAPER, PURSUANT TO SECTION 11.12 OF THE CHARTER OF THE CITY OF SEABROOK, FOR PUBLICATION OF ALL ORDINANCES, NOTICES, AND OTHER MATTER.

WHEREAS, the Texas Local Government Code anticipates that a home rule city will designate an official newspaper; therefore, requiring publication of the full text of an ordinance or the ordinance caption in the municipality's official newspaper; and

WHEREAS, the Charter of the City of Seabrook requires designation of an official newspaper for publication of all ordinances, notices and other matter required by the Charter, the ordinances of the City, or by the Constitution and/or laws of the State of Texas; and

WHEREAS, the current contract is with the Bay Area Observer for official newspaper designation and services, which allows for a 24 month extension upon written agreement by both parties and approval by the City Council; and

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

Section 1. That the facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct.

Section 2. That the City Council of the City of Seabrook hereby determines that the Bay Area Observer newspaper is a newspaper of general circulation with the City and designates said Bay Area Observer newspaper as the Official Newspaper of the City of Seabrook for an additional 24 month period, ending December 31, 2026.

Section 3. The City Manager is hereby designated as a person to act under the direction of, and on behalf of the City of Seabrook, in all matters related to the official newspaper.

Section 4. The City may utilize Bay Area Citizen and Houston Chronicle which are generally circulated within the City limits for legally required notices should the designated newspaper be unavailable at the time any legal notice is mandated.

CITY OF SEABROOK, TEXAS

BY: _____
Thomas G. Kolupski
Mayor

ATTEST:

Rachel Lewis TRMC
City Secretary



Agenda Briefing

Date of Meeting: January 7, 2025

Responsible Department: Emergency Services

Presenter: Kevin Rodgers, Fire Marshal | Emergency Management Coordinator

Briefing Prepared By: Kevin Rodgers

Strategic Focus Area:

General Information:

Consider and take all appropriate action on Resolution 2025-03 for acceptance of the Hazard Mitigation Grant Program Sub-Award DR-4485-0142 for Seabrook Fire Station Generator.

Executive Summary / Background:

This resolution is to authorize city management to accept the award notification from TDEM for the previous application made on behalf of the City of Seabrook. The scope of work for the project entailed the removal and replacement of the generator that is currently at 1850 E. Meyer, the City of Seabrook Fire Station. During all emergency events, first responders at this station are on call 24/7 and when significant events causing outages, this center is critical to emergency operations continuity.

By approval of the resolution, city management with Director of Emergency Services will submit and proceed to kick off process.

Funding / Fiscal Information:

Supporting Materials Attached:

1. Award Letter SVFD Generator
2. 2022-15
3. 2025-03 Resolution for Acceptance of HMGP for Seabrook Fire Station Generator

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.



December 19, 2024

The Honorable Thom Kolupski
Mayor
City of Seabrook
1700 First Street
Seabrook, TX 77586

Subject: Sub-Grant Award

Dear Mayor Kolupski:

The Texas Division of Emergency Management (TDEM) has issued a sub-grant for the Hazard Mitigation Grant Program (HMGP), DR-4485, Texas Covid-19 Pandemic. The following is the information related to this award:

Sub-Recipient Information:

UEI Number: JKWVS23E6773
TINS Number: 74-1402289
FIPS Number: 201-66392-00

Award Information:

Catalog of Federal Domestic Assistance: 97.039
FEMA Project Number: 0142
Project Title: City of Seabrook Fire Station Generator
Period of Performance (POP): October 10, 2024 to October 1, 2026

PROJECT FUNDS OBLIGATIONS						
Version/ Amendment	Date	Total Subgrant Amount	Federal Share %	Federal Share Amount	Local Share %	Local Share Amount
0	8/1/2024	\$215,600.00	90%	\$194,040.00	10%	\$21,560.00

Please Note: This award is not for research or development as defined in 2 Code of Federal Regulations (C.F.R.) § 200.87.

The eligible management costs for a reimbursement request are calculated by multiplying the eligible direct project costs submitted by the percentage of obligated management costs (up to 5%) for the project. In some cases, the management costs submitted for a reimbursement

2883 Highway 71 E
PO Box 285
Del Valle, TX 78617-9998

will exceed the eligible management cost amount. In this instance, the management costs will be trapped until additional eligible direct project costs are submitted for reimbursement.

MANAGEMENT COSTS OBLIGATIONS						
Version/ Amendment	Date	Total Management Costs	Federal Share %	Federal Share Amount	Local Share %	Local Share Amount
1	10/10/2024	\$10,780.00	100%	\$10,780.00	0%	\$0

The approved Scope of Work (SOW) follows and the terms and conditions of this award are attached. It is important that the sub-recipient read, understand and comply with the SOW and all terms and conditions. It is also vital that this information be disseminated to sub-recipient's staff and contractors involved in work related to this project.

Utilizing the proposed HMGP grant, the City of Seabrook proposes to replace an existing back-up generator on an existing elevated platform and conduct electrical and structural modifications at the City's Fire Department located at 1850 Meyers Ave., Seabrook, Harris County, TX (29.57547, - 95.02541). By installing the new emergency generator dependable power supply will be immediately available to the City's Fire Station. This will assure emergency Fire services can be properly provided and coordinated for all the citizens of the City of Seabrook during events that can create power outages such as tropical storms, hurricanes, and severe winter storms such as Winter Storm Uri.

In accordance with FEMA Instruction 108-1-1 and DHS Instruction 023-01-001-01; this project has been determined to be Categorically Excluded (CATEX M13). FEMA concludes that the project is categorically excluded from the National Environmental Policy Act (NEPA) requirement to prepare further environmental documentation. No extraordinary conditions in accordance with DHS Instruction 023-01-001-01 exist involving this project.

Signing and returning this award letter indicates sub-recipient's acceptance of the SOW of the sub-award, the ability to pay the local cost share, and all grant terms and conditions outlined in the attached documents.

The sub-recipient must ensure that:

1. The initial quarterly progress report for the project is submitted at the end of the approving quarter. Please include the project number (provided above) in your future quarterly reports. Note that 44 C.F.R. § 206.438(c) indicates the state must provide a

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quarterly progress report to FEMA indicating the status and completion date for each project funded. The report must include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.

2. In accordance with HMGP rules and policy, TDEM requires the submittal of all closeout documentation within 90-days of the project completion not to exceed the POP. The Governor's Authorized Representative (GAR) "shall certify that reported costs were incurred in the performance of eligible work, that the approved work was completed and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement" in accordance with 44 C.F.R. § 206.438(d).

If changes are needed to the SOW for the sub-award, period of performance or costs associated to the sub-award, the sub-recipient should immediately contact TDEM. No change to the sub-award will be considered approved until the sub-recipient is notified in writing by TDEM.

This signed and dated award letter and attached grant terms and conditions must be returned to TDEM before payment on the sub-award can be processed. Your signature is required on this award letter and on the last page of the attached grant terms and conditions. You must also initial each exhibit on the last page of the grant terms and conditions. Please sign, date, and return both the award letter along with the attached grant terms and conditions acknowledging acceptance of this sub-award via email to the assigned Mitigation Coordinator, Merryl Holmes at merryl.holmes@tdem.texas.gov.

Thom Kolupski, Mayor

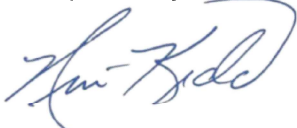
Date

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Should you wish to appeal any determination related to this sub-award you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM Mitigation Coordinator within the allotted time.

If you have any questions please contact your Mitigation Coordinator, Merryl Holmes, at 281-794-4102 or merryl.holmes@tdem.texas.gov.

Respectfully,



W. Nim Kidd, MPA, CEM®

Chief - Texas Division of Emergency Management
Vice Chancellor for Disaster and Emergency Services
The Texas A&M University System

ATTACHMENTS: FEMA Approval Letter

Grant Terms and Conditions

Record of Environmental Considerations

4485-0142-SeabrookFireStationGenerator-FEMArevisedBCA-03-15-2024

Copy: Gayle Cook, City Manager
gcoook@seabrooktx.gov

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FEMA

October 10, 2024

W. Nim Kidd, MPA, CEM
Chief, Texas Division of Emergency Management
Vice Chancellor - The Texas A&M University System
2883 Highway 71 East
P.O. Box 285
Del Valle, TX 78617-9998

Attn: Ms. Jennifer Charlton-Faia, Interim State Hazard Mitigation Officer

RE: DR-4485-0142-TX
Seabrook – City of Seabrook Fire Station Generator
Assistance Listing 97.039 Hazard Mitigation Grant Program

Dear Chief Kidd:

This letter provides official notification that the Federal Emergency Management Agency (FEMA) approves the application submitted by the Seabrook for the City of Seabrook Fire Station Generator project. The total project cost is \$215,600.00. The Federal share in the amount of \$194,040.00, is available through the Hazard Mitigation Grant Program (HMGP) under FEMA-4485-DR-TX. The non-federal match requirement of \$21,560.00 will be provided by the Seabrook.

Pursuant to Section 1215 of the Disaster Recovery Reform Act of 2018, which amended Section 324 of the Robert T. Stafford Disaster Relief and Assistance Act, subrecipient Management Costs (MC) in the amount of \$10,780.00 are available to the Seabrook at a Federal Cost Share of 100%.

The following is the approved Scope of Work (SOW) for the above-referenced project:

Utilizing the proposed HMGP grant, the City of Seabrook proposes to replace an existing back-up generator on an existing elevated platform and conduct electrical and structural modifications at the City's Fire Department located at 1850 Meyers Ave., Seabrook, Harris County, TX (29.57547, - 95.02541). By installing the new emergency generator dependable power supply will be immediately available to the City's Fire Station. This will assure emergency Fire services can be properly provided and coordinated for all the citizens of the City of Seabrook during events that can create power outages such as tropical storms, hurricanes, and severe winter storms such as Winter Storm Uri.

This project has been determined to be Categorically Excluded (CATEX) in accordance with FEMA Instruction 108-1-1 and Department of Homeland Security (DHS) Instruction 023-01-001-01; CATEX m13 from the need to prepare either an Environmental Impact Statement or Environmental Assessment. No extraordinary circumstances in accordance with DHS Instruction 023-01-001-01 have been identified regarding this action. The applicant must comply with all conditions set forth in the attached Record of Environmental Consideration (REC). Failure to comply with these conditions may jeopardize federal assistance including funding.

Environmental Conditions

1. Applicant must coordinate with the local floodplain administrator, obtain required permits prior to initiating work, and comply with any conditions of the permit to ensure harm to and from the floodplain is minimized. All coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.
2. The project and all its attendant utilities are supporting a critical action and must be elevated or otherwise protected to the 0.2% annual chance (500-year) base flood elevation (BFE) or higher. The applicant must submit documentation to FEMA upon closeout supporting compliance with this condition. Documentation related to determination of the 500-year BFE may consist of a permit issued by the local entity responsible for floodplain ordinance compliance; an email or letter from the local floodplain official; an elevation certificate; a statement or study signed by a qualified engineer; and/or reference to a FEMA Flood Insurance Study or other FEMA flood product or tool. Where multiple sources of flood hazard information are available for a proposed project site, such as where there is both an Effective and Preliminary Flood Insurance Rate Map (FIRM) or both an Effective FIRM and Advisory Flood Hazard Information, the best available information is the source which provides the highest 500-year BFE. In situations where elevating or otherwise protecting to the 500-year BFE, would not be practicable due to engineering feasibility and cost, then the documentation submitted to FEMA must also include proof/justification as to why doing so would not be practicable based on those factors.
3. For actions located in the floodplain and/or wetlands, the applicant must issue a final public notice per Title 44 of the Code of Federal Regulations (44 C.F.R.) Part 9.12(e) at least 15 days prior to the start of work. The final notice shall include the following: (1) A statement of why the proposed action must be located in an area affecting or affected by a floodplain or a wetland; (2) A description of all significant facts considered in making this determination; (3) A list of the alternatives considered; (4) A statement indicating whether the action conforms to applicable state and local floodplain protection standards; (5) A statement indicating how the action affects or is affected by the floodplain and/or wetland, and how mitigation is to be achieved; (6) Identification of the responsible official or organization for implementation and monitoring of the proposed action, and from whom further information can be obtained; and (7) A map of the area or a statement that such map is available for public inspection, including the location at which such map may be inspected and a telephone number to call for information.

Technical Conditions:

1. The project and all its attendant utilities are supporting a critical action. The generator and all components must be elevated, or otherwise protected, to the 0.2% annual chance (500-year) BFE or the 100-year BFE plus the freeboard required per American Society of Civil Engineers-24, whichever is higher. The applicant must submit documentation of compliance to FEMA upon closeout.
 - a) Determination of the BFE may be provided by the local floodplain administrator. This may include an issued permit or elevation certificate. An email or letter from the administrator is also acceptable. Other documentation may include a statement or study by a licensed engineer. A reference to a FEMA Flood Insurance Study or other flood product is also acceptable.
 - b) If multiple sources of flood hazard data are available for a project site, use the best available information. The best available information is the source which provides the highest BFE or BFE plus freeboard.
 - c) In rare situations, elevating or protecting to the BFE or BFE plus freeboard is not practicable. This may be due to engineering feasibility or cost. In those situations, the subrecipient must provide documentation to FEMA with a justification. The subrecipient must provide proof that non-compliance was due to unfeasibility or cost.
2. FEMA approved Benefit Cost Analysis (BCA) (file titled “4485-0142-SeabrookFireStationGenerator-FEMArevisedBCA-03-15-2024”) is attached to this recommendation. This BCA file must be used for any future SOW and/or budget modifications.

FEMA will not establish activity completion timeframes for individual subawards. The Period of Performance (POP) for DR-4485-TX is February 1, 2028, which is 48 months from the close of the application period. It is the responsibility of the Recipient and subrecipient to ensure all approved activities associated with this subaward are completed by the end of the POP. Any costs incurred prior to the date of this approval or after the POP will be disallowed.

A change to the approved SOW requires prior approval from FEMA. The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP SOW shall be reviewed by all state and federal agencies participating in the NEPA process. NEPA sign-off for all SOW additions or amendments is essential before the revised SOW can be approved by FEMA or implemented by the HMGP subrecipient.

In accordance with FEMA Policy #104-11-1 Interim HMGP Program, any MC provided will be obligated in increments sufficient to cover Recipient and subrecipient needs for no more than one year unless contractual agreements require additional funding. Actual subrecipient MC are to be reconciled quarterly during the review of expenditures submitted by the subrecipient through quarterly report process. Subrecipient MC can be expended for a maximum time of 180 days after work is completed for the subaward or the end of the POP, whichever is sooner.

The initial quarterly progress reports for the HMGP project are due at the end of the approving quarter. Please include this HMGP project in your future quarterly reports. 44 C.F.R. § 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.

Pursuant to 2 C.F.R. 200.400 et seq. costs must be adequately documented, necessary and reasonable for the performance of the Federal award and be allocable thereto under these principles except where otherwise authorized by statute. The non-Federal entity is responsible for the efficient and effective administration of the Federal award through the application of sound management practices. The non-Federal entity assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award. FEMA approval of budget estimates is not determination of the allowability of costs.

In accordance with HMGP rules and policy, we require the submittal of all closeout documentation within 90 days of the project completion, not to exceed POP. Section 206.438(d) of 44 C.F.R. requires the Governors Authority Representative to “certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement.”

The Obligation Report, Obligation Report with SRMC, REC, and Technical Recommendation Report are included for your records.

If you have any questions regarding the information, please contact Chandra Fugett Hazard Mitigation Assistance (HMA) Specialist, at 202-919-1509 or Chandra.Fugett@fema.dhs.gov.

Sincerely,



Marty Chester
Acting HMA Disaster Branch Chief

Enclosures: Obligation Report
REC
Technical Recommendation Report
Obligation Report with SRMC

**CITY OF SEABROOK
RESOLUTION 2022-15**

**SUBMISSION OF GRANT APPLICATION TO THE
HAZARD MITIGATION GRANT PROGRAM OF THE
FEDERAL EMERGENCY MANAGEMENT AGENCY**

SEABROOK FIRE STATION GENERATOR – DR 4485

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, AUTHORIZING THE SUBMISSION OF A FEMA DR – 4485 HAZARD MITIGATION ASSISTANCE GRANT APPLICATION (HMGP) TO THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT (TDEM) FOR SEABROOK FIRE STATION GENERATOR FOR AN ESTIMATED AMOUNT OF \$231,500 IN GRANT FUNDS; CITY COMMITMENT OF \$23,150 ; AND AUTHORIZING THE MAYOR OR CITY MANAGER TO ACT AS THE CITY’S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY’S PARTICIPATION IN CONNECTION WITH THE FEMA DR-4485 (COVID-19) HAZARD MITIGATION ASSISTANCE GRANT.

WHEREAS, the City of Seabrook is authorized to apply for a grant from the Hazard Mitigation Grant Program (HMGP); and

WHEREAS, the State of Texas will receive Federal Emergency Management Agency (FEMA) funding under the HMGP as part of the Presidential Disaster Declaration DR-4485 as a result of COVID-19; and

WHEREAS, the City Council has the authority to enter into a contract with the Texas Division of Emergency Management (TDEM) and is prepared to commit matching funds in cash/or in-kind services once the grant application is accepted; and

WHEREAS, the grant program requires 10% local/non-federal participation for the 90% federal funding, and the estimated budget is \$231,500 with \$208,350 estimated from HMGP and \$23,150 from the City of Seabrook through cash and/or in-kind services, and;

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

Section 1. That the City Council hereby passes this resolution authorizing the Grant Administrator (CONSULTANT) and City Staff to submit this HMGP grant application for funds to acquire a generator and associated costs for backup power at Seabrook Fire Station to implement long term mitigation measures within the City of Seabrook.

Section 2. That the City Council agrees to commit funds, in-kind services to equal the 10% non-federal requirement for the purpose of this program in the event the grant is approved and accepted with the estimated maximum local contribution to be \$23,150.

Section 3. That the City Council hereby authorizes the Mayor or City Manager to enter into and sign a contract with the TDEM for grant funds to address the backup power mitigation resources to implement the long term mitigation measures.

Section 4. This Resolution is contingent upon the preparation and submission of an application by the City of Seabrook to the TDEM for ten percent (10%) grant funding from the HMGP and upon approval and commitment of the HMGP to grant said funds.

Section 5. It is hereby found and determined that the meeting at which this Resolution was adopted was open to the public as required by law and that the notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code.

ADOPTED BY VOTE OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, with a quorum present, by an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City Charter Section 2.10, at a regular meeting held on June 7, 2022.

Thomas G. Kolupski

Thomas G Kolupski
Mayor

ATTEST:

Robin Lenio

Robin Lenio, TRMC
City Secretary

APPROVED AS TO FORM:

Steven L. Weathered

Steven L. Weathered
City Attorney

**CITY OF SEABROOK
RESOLUTION 2025-03
ACCEPTANCE OF HAZARD MITIGATION GRANT PROGRAM (HMGP) FOR THE
SEABROOK FIRE STATION GENERATOR – DR-4485**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, AUTHORIZING THE CITY MANAGER TO ACCEPT A FEMA HAZARD MITIGATION GRANT PROGRAM SUB-AWARD FROM THE TEXAS DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (TDEM) AND TO EXECUTE ALL SUBSEQUENT GRANT AGREEMENTS ASSOCIATED WITH HMGP GRANT, DR-4885-0142, CITY OF SEABROOK FIRE STATION GENERATOR; AUTHORIZING THE CITY MANAGER TO EXECUTE THE “AWARD LETTER” ATTACHED HERETO AS EXHIBIT “A”; AUTHORIZING THE CITY MANAGER TO TAKE ALL STEPS NECESSARY TO PROCEED WITH THE PROJECT.

WHEREAS, the City Council of the City of Seabrook approved Resolution 2022-15 on June 7, 2022, authorizing submittal of a FEMA Hazard Mitigation Grant Program (HMGP) application in response to Federal Disaster Declarations DR-4885 in the State of Texas; and

WHEREAS, the City’s FEMA HMGP Grant Application outlined the need for a stand-by power for the first responder facility utilized by the Seabrook Fire Department; and

WHEREAS, the proposed HMGP Grant Projects are supported by the Harris County Hazard Mitigation Plan the City’s Annex to the Plan; and

WHEREAS, the City recently received notice of a grant sub-award for the generator; and

WHEREAS, TDEM has requested that the City accept the scope of the sub-award, as well as grant terms and conditions established by TDEM; and

WHEREAS, the City finds that this Resolution was adopted at a meeting of the Seabrook City Council and in compliance with the Texas Open Meetings Act at which a quorum of the City Council was present; and

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

Section 1. That the agrees to accept the FEMA HMGP sub-award from TDEM, a copy of which is attached hereto as Exhibit “A” and made a part hereof for all purposes, is hereby authorized and approved.

Section 2. That the City Manager or her designee is hereby authorized to execute all Agreements with FEMA HMGP Grant, DR-4885-0142, Wastewater System Infrastructure Retrofit – Phase 2.

PASSED AND APPROVED this 7th day of January, 2025.

Thomas G Kolupski
Mayor

ATTEST:

Rachel Lewis, TRMC
City Secretary

APPROVED AS TO FORM:

David Olson
City Attorney



Agenda Briefing

Date of Meeting: January 7, 2025

Responsible Department: Emergency Services

Presenter: Kevin Rodgers, Fire Marshal | Emergency Management Coordinator

Briefing Prepared By: Kevin Rodgers

Strategic Focus Area: This Resolution is contingent upon the preparation and submission of an application by the City of Seabrook to the TDEM for seventy five percent (75%) grant funding from the HMGP and upon approval and commitment of the HMGP to grant said funds.

General Information:

Consider and take all appropriate action on Resolution 2025-04 of HMGP Grant application submittal for Severe Weather DR-4781 Outdoor Early Warning System

Executive Summary / Background:

The State of Texas will receive Federal Emergency Management Agency (FEMA) funding under the HMGP as part of the Presidential Disaster Declaration DR-4581 as a result of Severe Weather in Texas 2024

Funding / Fiscal Information:

The grant program requires 25% local/non-federal participation for the 75% federal funding.

Supporting Materials Attached:

1. Resolution 2025-04 Early Warning System (3) (1)

Prior Action / Review by Council, Boards, Commissions:

CIP project SBK10

Staff Recommendation:

Staff recommends that the City Council hereby authorizes the Mayor or City Manager to enter into and sign a contract with TDEM for grant funds to address the Outdoor Early Warning System mitigation resources to implement the long-term mitigation measures.

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.

**CITY OF SEABROOK
RESOLUTION 2025-04
SUBMISSION OF GRANT APPLICATION TO THE
HAZARD MITIGATION GRANT PROGRAM OF THE
FEDERAL EMERGENCY MANAGEMENT AGENCY**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, AUTHORIZING THE SUBMISSION OF A 404 HAZARD MITIGATION ASSISTANCE GRANT APPLICATION (HMGP) TO THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT (TDEM) FOR SEABROOK EARLY WARNING SYSTEM (SBK10); AND AUTHORIZING THE MAYOR OR CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN CONNECTION WITH THE FEMA DR-4781 HAZARD MITIGATION ASSISTANCE GRANT.

WHEREAS, the City of Seabrook is authorized to apply for a grant from the Hazard Mitigation Grant Program (HMGP); and

WHEREAS, the State of Texas will receive Federal Emergency Management Agency (FEMA) funding under the HMGP as part of the Presidential Disaster Declaration DR-4581 as a result of Severe Weather in Texas 2024; and

WHEREAS, the proposed HMGP Grant Projects are supported by the Harris County Hazard Mitigation Plan and the City's Annex to the Plan; and

WHEREAS, the City Council has the authority to enter into a contract with the Texas Division of Emergency Management (TDEM) and is prepared to commit matching funds in cash/or in-kind services once the grant application is accepted; and

WHEREAS, the grant program requires 25% local/non-federal participation for the 75% federal funding, and the estimated budget is \$218,074.80 with \$163,556.10 estimated from HMGP and \$54,518.70 from the City of Seabrook through cash and/or in-kind services, and;

WHEREAS, the City finds that this Resolution was adopted at a meeting of the Seabrook City Council and in compliance with the Texas Open Meetings Act at which a quorum of the City Council was present; and

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

Section 1. That the City Council hereby passes this resolution authorizing the Grant Administrator (Ardurra) and City Staff to submit this HMGP grant application for funds for an Outdoor Early Warning System to implement long term mitigation measures within the City of Seabrook.

Section 2. That the City Council agrees to commit funds, in-kind services to equal the 25% non-federal requirement for the purpose of this program in the event the grant is approved and accepted with the estimated maximum local contribution to be \$54,518.70.

Section 3. That the City Council hereby authorizes the Mayor or City Manager to enter into and sign a contract with the TDEM for grant funds to address the Outdoor Early Warning System mitigation resources to implement the long term mitigation measures.

Section 4. This Resolution is contingent upon the preparation and submission of an application by the City of Seabrook to the TDEM for seventy five percent (75%) grant funding from the HMGP and upon approval and commitment of the HMGP to grant said funds.

Section 5. It is hereby found and determined that the meeting at which this Resolution was adopted was open to the public as required by law and that the notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code.

PASSED AND APPROVED this 7th day of January 2025.

Thomas G Kolupski
Mayor

ATTEST:

Rachel Lewis, TRMC
City Secretary

APPROVED AS TO FORM:

David Olson
City Attorney



Agenda Briefing

Date of Meeting: January 7, 2025

Responsible Department: Emergency Services

Presenter: Kevin Rodgers, Fire Marshal | Emergency Management Coordinator

Briefing Prepared By: Kevin Rodgers

Strategic Focus Area: This Resolution is contingent upon the preparation and submission of an application by the City of Seabrook to TDEM.

General Information:

Consider and take all appropriate action on Resolution 2025-05 for HMGP Grant application submittal for Hurricane Beryl DR-4798 for Nasa Water Line Relocation

Executive Summary / Background:

The State of Texas will receive Federal Emergency Management Agency (FEMA) funding under the HMGP as part of the Presidential Disaster Declaration DR-4798 as a result of Hurricane Beryl in July 2024.

Funding / Fiscal Information:

The grant program requires 25% local/non-federal participation for the 75% federal funding.

Supporting Materials Attached:

1. Resolution 2025-05 Nasa Water Line Relocate (3)

Prior Action / Review by Council, Boards, Commissions:

CIP project SBK20.

Staff Recommendation:

Staff recommends that the City Council hereby authorizes the Mayor or City Manager to enter into and sign a contract with the TDEM for grant funds to address the Relocation of the Nasa Water Line mitigation resources to implement the long-term mitigation measures.

**CITY OF SEABROOK
RESOLUTION 2025-05
SUBMISSION OF GRANT APPLICATION TO THE
HAZARD MITIGATION GRANT PROGRAM OF THE
FEDERAL EMERGENCY MANAGEMENT AGENCY**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, AUTHORIZING THE SUBMISSION OF A 404 HAZARD MITIGATION ASSISTANCE GRANT APPLICATION (HMGP) TO THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT (TDEM) FOR SEABROOK NASA WATER LINE RELOCATION (SBK20); AND AUTHORIZING THE MAYOR OR CITY MANAGER TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVES IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN CONNECTION WITH THE FEMA DR-4798 HAZARD MITIGATION ASSISTANCE GRANT.

WHEREAS, the City of Seabrook is authorized to apply for a grant from the Hazard Mitigation Grant Program (HMGP); and

WHEREAS, the State of Texas will receive Federal Emergency Management Agency (FEMA) funding under the HMGP as part of the Presidential Disaster Declaration DR-4798 as a result of Hurricane Beryl in July 2024; and

WHEREAS, the proposed HMGP Grant Projects are supported by the Harris County Hazard Mitigation Plan and the City's Annex to the Plan; and

WHEREAS, the City Council has the authority to enter into a contract with the Texas Division of Emergency Management (TDEM) and is prepared to commit matching funds in cash/or in-kind services once the grant application is accepted; and

WHEREAS, the grant program requires 25% local/non-federal participation for the 75% federal funding, and the estimated budget is \$1,943,392.00 with \$1,457,544 estimated from HMGP and \$485,848.00 from the City of Seabrook through cash and/or in-kind services, and;

WHEREAS, the City finds that this Resolution was adopted at a meeting of the Seabrook City Council and in compliance with the Texas Open Meetings Act at which a quorum of the City Council was present; and

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

Section 1. That the City Council hereby passes this resolution authorizing the Grant Administrator (Ardurra) and City Staff to submit this HMGP grant application for funds to relocation of the Nasa Water Line to implement long term mitigation measures within the City of Seabrook.

Section 2. That the City Council agrees to commit funds, in-kind services to equal the 25% non-federal requirement for the purpose of this program in the event the grant is approved and accepted with the estimated maximum local contribution to be \$ 485,848.00.

Section 3. That the City Council hereby authorizes the Mayor or City Manager to enter into and sign a contract with the TDEM for grant funds to address the Relocation of the Nasa Water Line mitigation resources to implement the long term mitigation measures.

Section 4. This Resolution is contingent upon the preparation and submission of an application by the City of Seabrook to the TDEM for seventy five percent (75%) grant funding from the HMGP and upon approval and commitment of the HMGP to grant said funds.

Section 5. It is hereby found and determined that the meeting at which this Resolution was adopted was open to the public as required by law and that the notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code.

PASSED AND APPROVED this 7th day of January 2025.

Thomas G Kolupski
Mayor

ATTEST:

Rachel Lewis, TRMC
City Secretary

APPROVED AS TO FORM:

David Olson
City Attorney



Agenda Briefing

Date of Meeting: January 7, 2025

Responsible Department: City Secretary's Office

Presenter:

Briefing Prepared By:

Strategic Focus Area:

General Information:

City Manager update and report to City Council on various items that require no action, including Seabrook Boards and Commissions, Transportation Projects, and City of Seabrook CIP Projects.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached: None

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:



Agenda Briefing

Date of Meeting: January 7, 2025

Responsible Department: City Secretary's Office

Presenter:

Briefing Prepared By:

Strategic Focus Area:

General Information:

Establish future meeting dates and agenda items.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached: None

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation: