



**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, MARCH 4, 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, MARCH 4, 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 of the Public Safety Annual Report for 2024. *Rolf Nelson, Police Chief*

2.2 Presentation regarding the rebuilding of the Seabrook Boat Ramp by Texas Department of Transportation (TxDOT) *David Ballard, TxDOT*

3. CONSENT AGENDA

3.1 Approve the minutes of the July 11, 2017 and February 18, 2025 City Council Meetings.

4. SPECIFIC PUBLIC HEARING

4.1 Conduct a Public Hearing on a request for approval of amendments to the “World Class Freezer Facility Planned Unit Development (PUD)”. *Gayle Cook, City Manager*

5. BID AWARDS

5.1 Consider and take all appropriate action on the bid award for the 2025 Sidewalk Removal and Replacement Project (RFP #2025-1-335). *Brian Craig, Director of Public Works | City Engineer*

5.2 Consider and take all appropriate action on a bid award for the Seascape Water Line Project # 2024-17-342. *Brian Craig, Director of Public Works | City Engineer*

5.3 Consider and take all appropriate action on a bid award for RFP 2024-15, Grant Writing and Management Services, and authorizing the City Manager to execute any and all documents for Kimley Horn & Associates and TJD Consulting. *Gayle Cook, City Manager*

6. NEW BUSINESS

6.1 Consider and take all appropriate action on the ratification of a business development incentive agreement by Seabrook Retail LLC, as approved by the Seabrook Economic Development Corporation (SEDC) on December 12, 2024, in accordance with the previously posted Business Incentive Program Project Resolution for facade improvements at 2622 NASA Parkway, in an amount not to exceed \$50,000.00. *Gayle Cook, City Manager*

6.2 Consider and take all appropriate action on the first reading of Ordinance # 2025-05, a request for approval of amendments to the “World Class Freezer Facility Planned Unit Development (PUD)”. *Gayle Cook, City Manager*

AN ORDINANCE AMENDING ORDINANCE 2024-17 FOR UPDATE REVISIONS TO “WORLD CLASS FREEZER FACILITY (PUD) PLANNED UNIT DEVELOPMENT, CONSISTING OF 7.19 ACRES SITUATED IN ABSTRACT 52, OF THE RITSON MORRIS SURVEY, IN SEABROOK, HARRIS COUNTY, TEXAS, GENERALLY LOCATED WEST OF OLD STATE HIGHWAY 146, EAST OF STATE HIGHWAY 146, NORTH OF RED BLUFF ROAD, AND SOUTH OF PORT ROAD; BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT “A”, ATTACHED HERETO, BY REVISING THE EXISTING PLANNED UNIT DEVELOPMENT (“PUD”) PLAN REGULATIONS, RESTRICTIONS, TERMS AND CONDITIONS, (“PLAN”), MORE PARTICULARLY DESCRIBED IN EXHIBIT “B”; ATTACHED HERETO; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; AND PROVIDING FOR SEVERABILITY AND NOTICE.

6.3 Discussion and possible action to direct staff regarding the purchasing process for the Carothers Coastal Gardens East Tract grading and drainage project, specifically to discontinue pre-bid and cooperative purchasing options and proceed

with a rebid as a Request for Proposals (RFP) for grading and drainage work and including procurement plans for the water/irrigation and electrical on the project. *Joe Machol, At-Large Position 6*

6.4 Consider and take all appropriate action on Amendment No. 3 to the Memorandum of Settlement Agreement between the City of Seabrook and Port of Houston Authority. *Gayle Cook, City Manager*

6.5 Consider and take all appropriate action on the Amended and Restated Industrial District Agreement - IDA (Seabrook Industrial District) between the City of Seabrook and Port of Houston Authority. *Gayle Cook, City Manager*

7. DISCUSSION

7.1 Discussion on the feasibility, benefits, and potential implementation areas for permeable pavement in Seabrook to improve storm water management and sustainability. *Rob Hefner, At-Large Position 2*

7.2 Discussion regarding the funding for the repair of Pine Gully Pier. *Joe Machol, At-Large Position 6*

7.3 Discussion regarding a flag burning ceremony at the Bay Area Veterans Memorial. *Joe Machol, At-Large Position 6*

7.4 Discussion regarding the new park to be located on Main Street in place of the old wastewater treatment facility, and a restroom to be constructed at ground level. *Joe Machol, At-Large Position 6*

7.5 Discussion of a plan for maintaining the plants, removing weeds, and overall upkeep of the TxDOT right-of-way through Seabrook. *Joe Machol, At-Large Position 6*

7.6 Hear a report on the previously approved item on October 4, 2022: License and Indemnity Agreement between the City of Seabrook and Seabrook American Flag Initiative (SAFI). *Buddy Hammann, Mayor Pro Tem, At-Large Position 5*

8. ROUTINE BUSINESS

8.1 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.

8.2 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, February 28, 2025 no later than 5:00 p.m. and that this notice will remain posted until the meeting has ended.

Rachel Lewis, TRMC





2024

Annual Report



T-N-R ZONE

ABANDONING ANIMALS IS UNLAWFUL

It is illegal to abandon an animal. Violators may receive 1 year in jail and up to a \$4,000.00 fine

Texas Penal Code 42.092

FEEDING OF WILDLIFE IS PROHIBITED

It is illegal to feed wildlife in the City of Seabrook. Violators will be fined.

City Ordinance No. 2021-04



WWW.SEABROOKTX.GOV

Prepared by:

Rolf Nelson, Chief of Police

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Chief's Message

As we reflect on the past year, I am both proud of the achievements we've made and committed to the work that lies ahead. Our department continues to evolve and adapt to the needs of our community, facing both challenges and opportunities with integrity and resilience.

Throughout the year, our officers and staff have demonstrated exceptional professionalism in responding to emergencies, solving crimes, and fostering relationships that help keep our city safe. We have strengthened our efforts in community policing, as we have focused on building trust and collaboration between law enforcement and our residents. We recognize that public safety is not just about enforcement; it's about working together with the community to create a safer, more connected environment for everyone.

We have also focused on innovation and training to ensure our officers are equipped with the latest tools and skills needed to perform their duties effectively. This has been accomplished through the implementation of updated technologies as well as increased and expanded law enforcement training.

I am deeply grateful to the officers, staff, and community members who work tirelessly to make our city a safer place. Together, we will continue to move forward, always focused on protecting and serving the public with excellence and integrity.

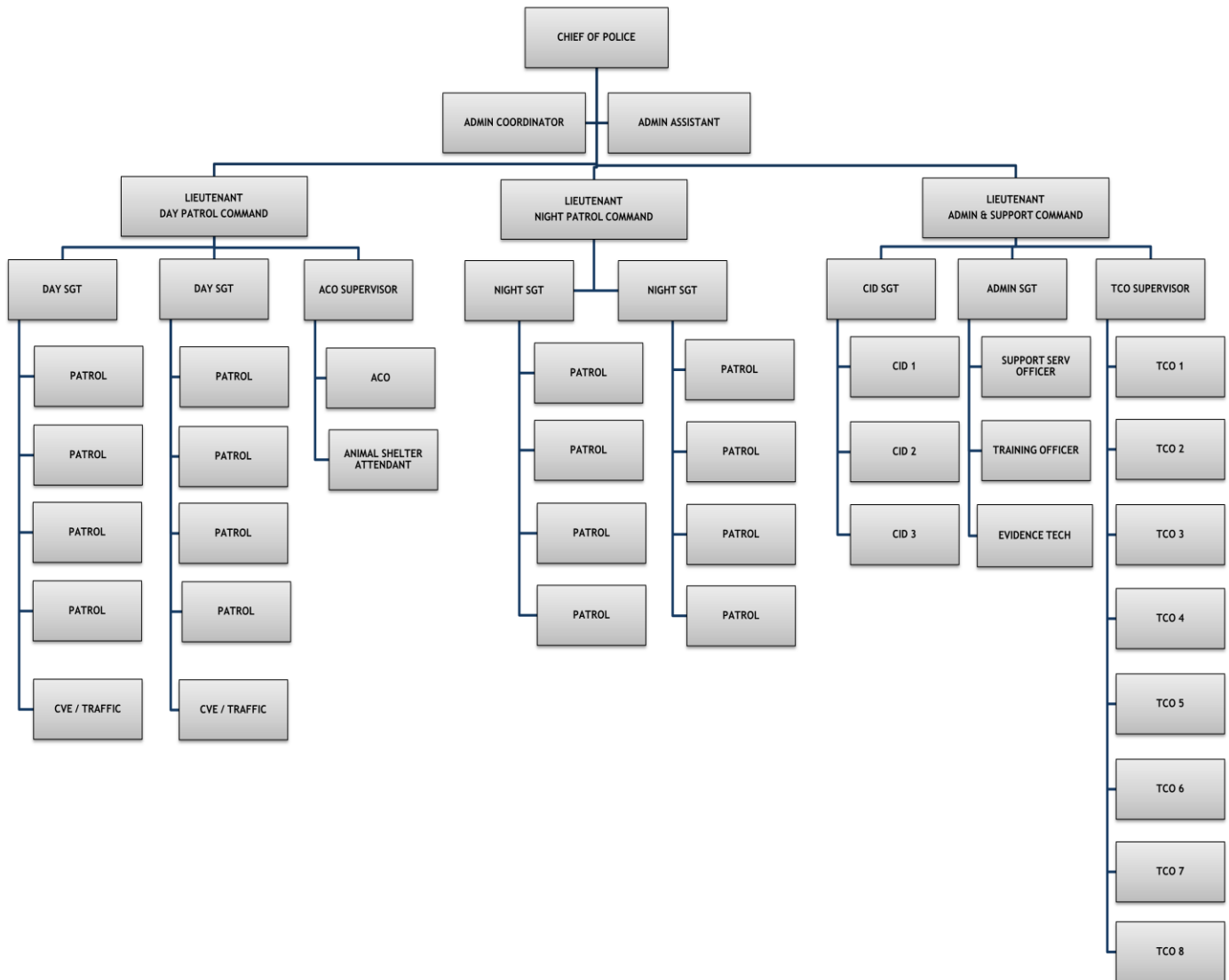
Thank you for your support, and for entrusting us with the responsibility of keeping our community safe.

Rolf Nelson

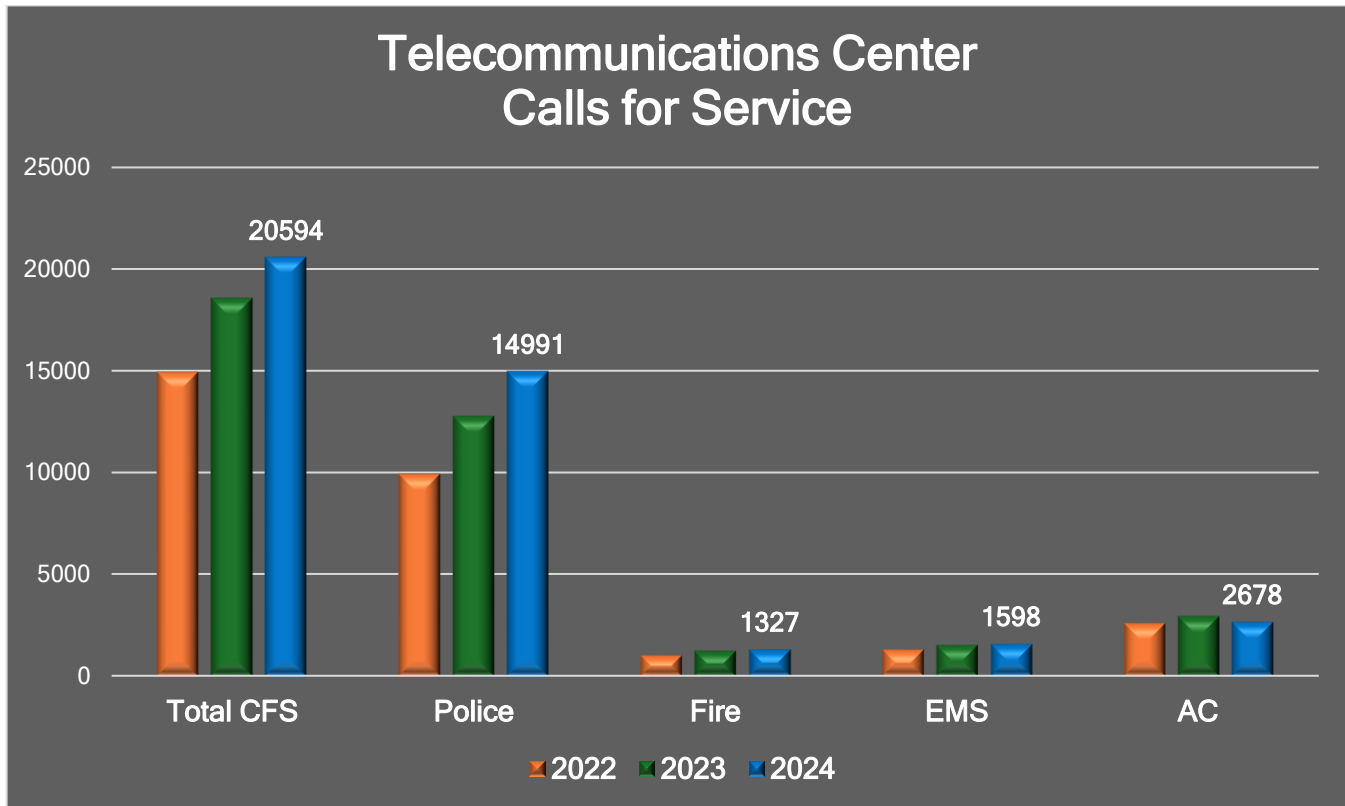
Chief of Police

SEABROOK POLICE DEPARTMENT

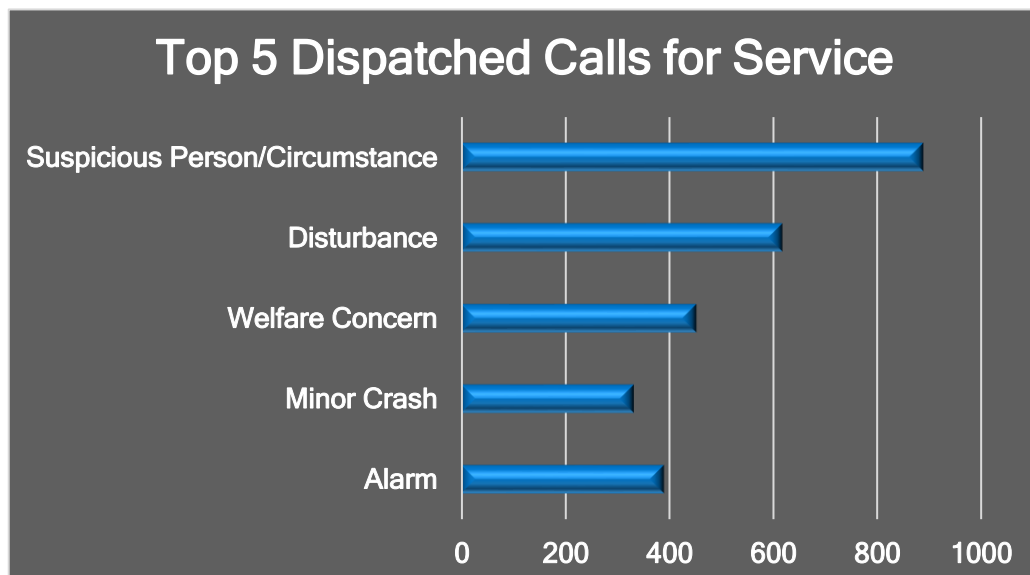
ORGANIZATIONAL CHART



Telecommunications Statistics

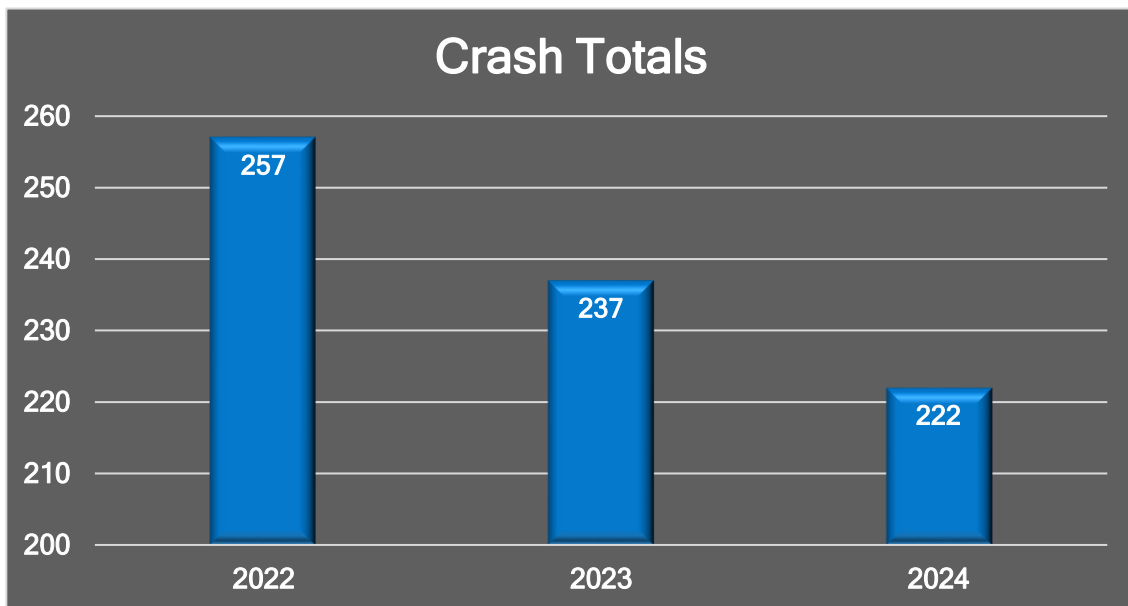


In addition to ensuring uninterrupted public service in the Telecommunications Center, the Seabrook PD communications personnel received recognition throughout the year for their exemplary performance for achieving a 99% success rate in answering 911 calls in < 15 seconds. This is the Gold standard in emergency telecommunications!



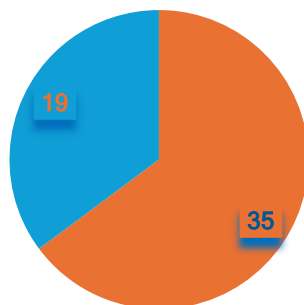
Crash Overview

While the total number of crashes has continued to decline, we remain engaged in strategies to reduce traffic law violations and increase safety on our roadways. Our goal is to establish the City of Seabrook as the safest motoring community in the region.



Throughout the year, we examine crash data and work to reduce or eliminate factors that contribute to crashes. An example of this occurred at the intersections of SH-146 at Repsdorph as well as SH-146 at NASA Road where the data indicated a problem.

Intersection Crashes SH-146 at Repsdorph & NASA Road



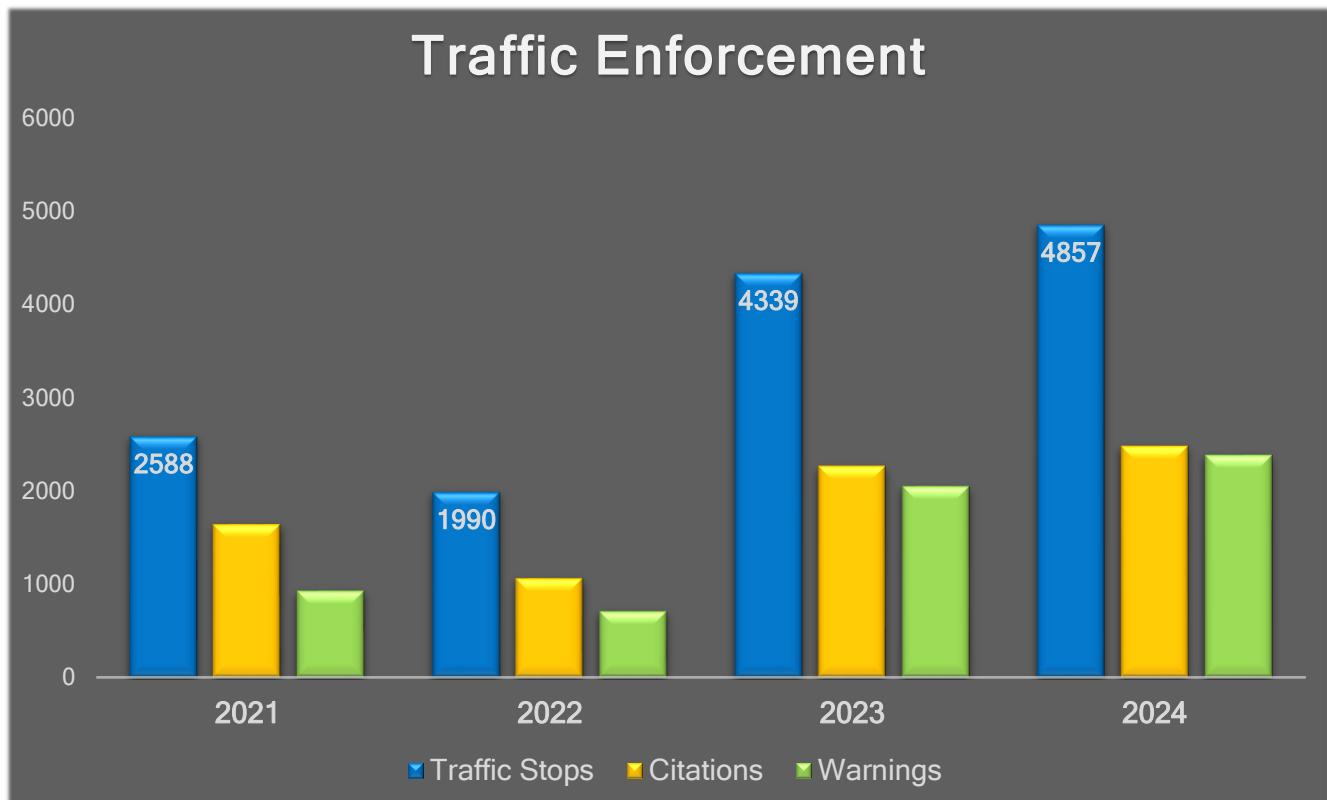
Jan - April May - Dec

After working with the Texas Department of Transportation, the traffic signal timing was adjusted and crashes were reduced by more than **45%**.

Traffic Enforcement Activity

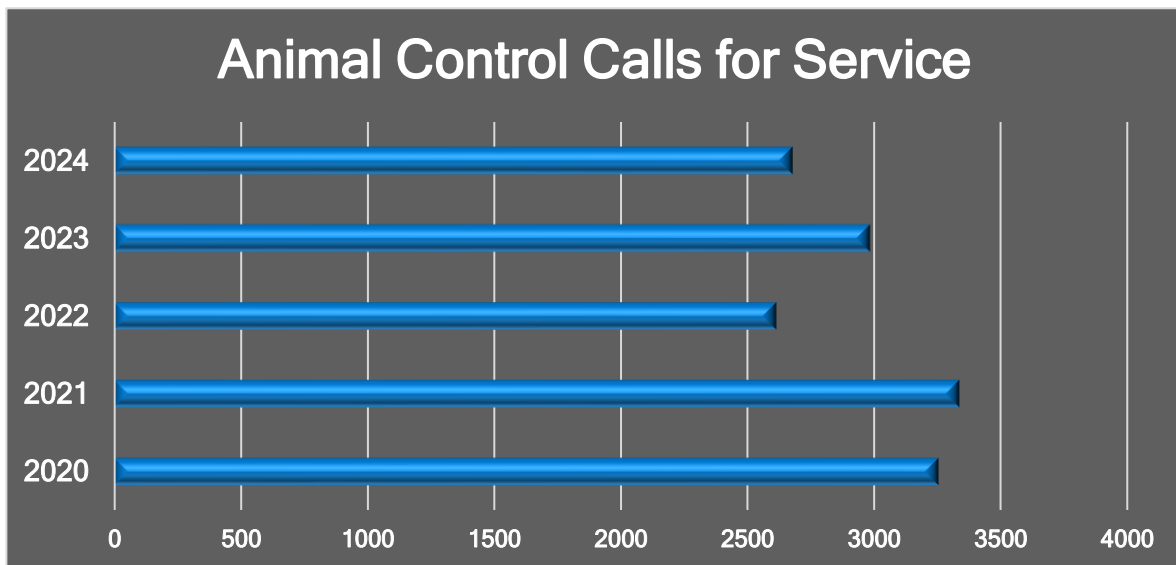
In an effort to improve traffic safety, the men and women of the Seabrook Police Department continue to prioritize the enforcement of traffic laws on our roadways. We are committed to continuing our enforcement activity as a means to reduce crashes causing injury and property damage on the roadways throughout the City of Seabrook.

Enforcement and driver education have been shown to reduce automobile crashes throughout the nation and there is a correlation between enforcement activity in the City of Seabrook and the number of crashes occurring on Seabrook roadways.



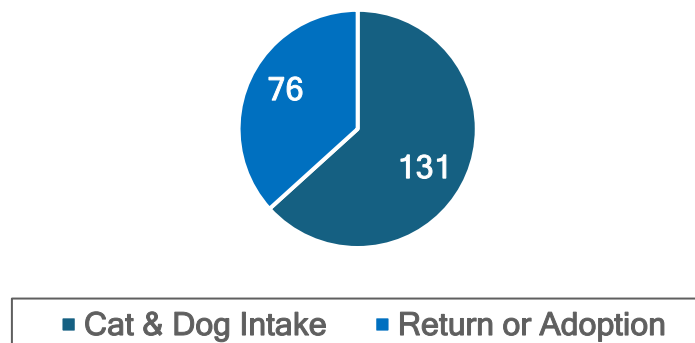
Animal Control Calls for Service

The Seabrook Animal Control Office personnel not only respond to citizen complaints of stray or injured animals throughout the city; they also maintain the Seabrook animal shelter. Animal Control personnel also assist the Police Department when patrol personnel are confronted with issues related to both domestic as well as wild animals.



While Seabrook Animal Control took in more than one hundred cats and dogs, they were able to successfully return to the owner or adopt out nearly two-thirds of these recovered animals. This return & adoption rate can be attributed in part to the efforts of the animal control staff with animal registration and promoting pet adoption.

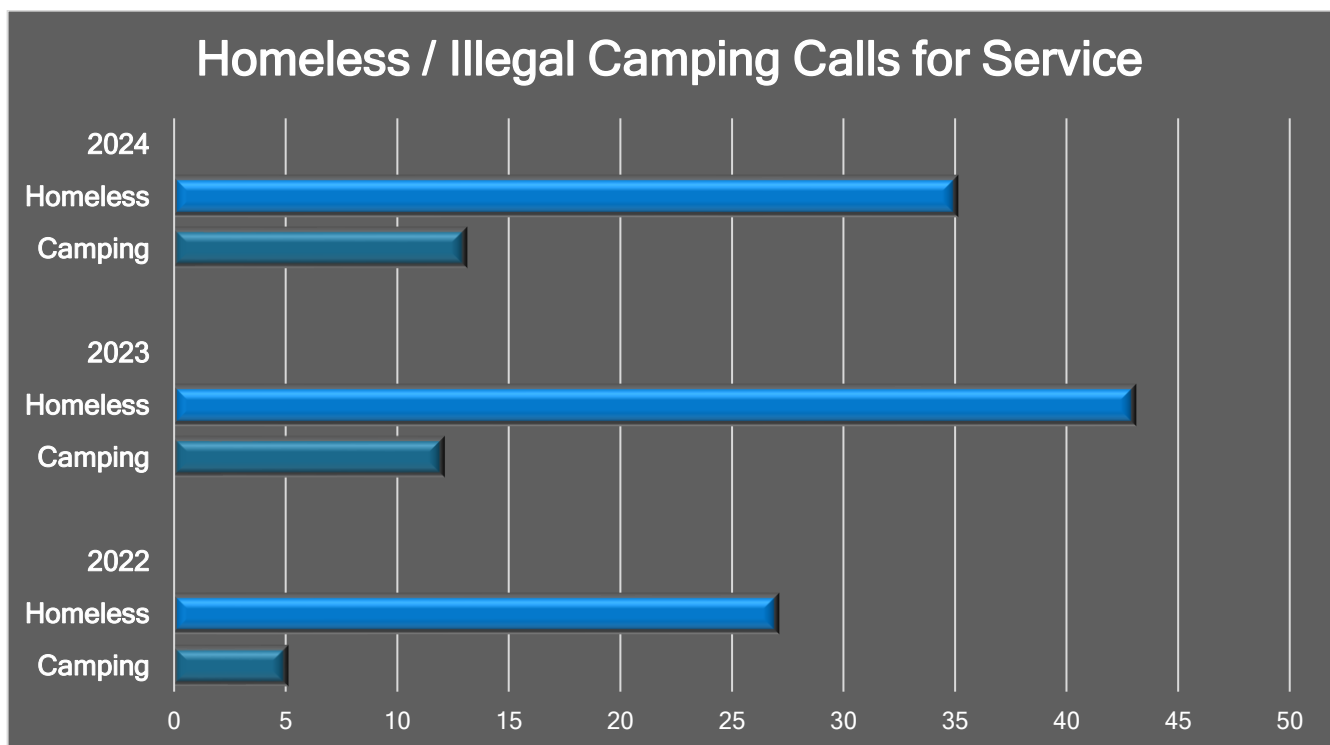
Animal Intake vs. Return & Adoption



Homeless & Illegal Camping Efforts

The frequent occurrence of illegal camping and/or homeless individuals around the country has seen a dramatic increase in recent years. While some jurisdictions choose to allow camping or the establishment of unauthorized outdoor non-standard housing, it has been shown to be problematic and unsafe for those engaged in the process.

Seabrook Police have approached illegal camping and homeless camps with compassion and an eye toward finding a solution to the housing issue for those seeking assistance while simultaneously ensuring laws and ordinances are observed. This methodology has proven effective for both those who welcome help and those who refuse it.



Working with regional government and non-government organizations, the Seabrook Police Department has been successful in eliminating numerous illegal camping sites and finding more appropriate housing for a number of people who were living in the camps.

Criminal Investigations Division

The Criminal Investigations Division of the Seabrook Police Department is comprised of one sergeant and three detectives who are responsible for follow-up investigative work on all offenses reported to the agency as well as conducting all background investigations on potential employees. Our detectives are trained and experienced in modern investigative techniques on all types of crimes ranging from complex crimes against people to misdemeanor theft.



While there has been a slight uptick in reported incidents, our detectives have remained diligent in their investigative efforts and maintained a respectable clearance rate for criminal investigations.

**There have been a substantial number of cases created as a means to import legacy data into the new reporting platform set for implementation in March 2025.

Grant Awards

The Seabrook Police Department applied for several Federal, State, and Local grants in 2024. The goal of these requests was to strategically use available grant resources to purchase ballistic protective equipment as well as resources to achieve accreditation for the agency. None of the grants applied for had any matching fund requirement of the City.

Federal Grant Requests

Department of Justice COPS Grant

For Law Enforcement Agencies Seeking Accreditation Award = \$101,527.

Department of Homeland Security

Urban Area Strategic Initiative (UASI)

- Ballistic helmets Award = \$18,975.

State Grant Requests

Office of the Governor Public Safety Office (PSO)

- Rifle-Resistant Body Armor Award = \$13,980.

Office of the Governor Public Safety Office (PSO)

- Rifle-Resistant Shields Award = \$ 0

Local Grant Requests

Rotary Club

- ALERRT Training Weapons and Equipment Award = \$6,500.

TOTAL GRANT AWARDS = \$140,982.00

The acquisition of these grant funds enables the Police Department to purchase necessary protective equipment, training tools, and resources for accreditation without the use of local taxpayer dollars.

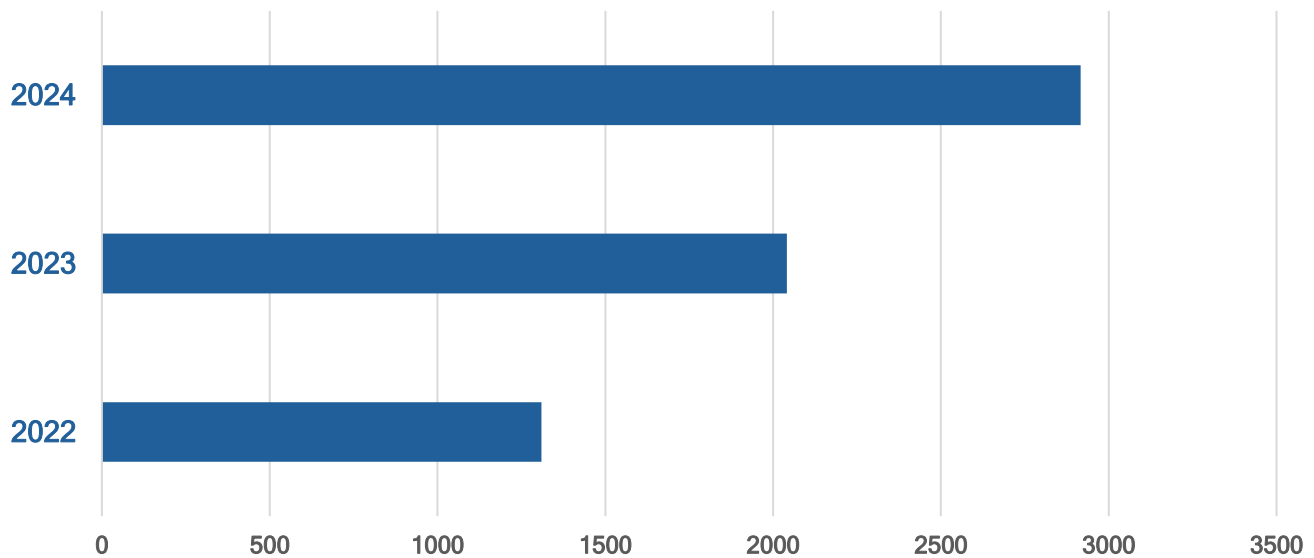
Training

Among the most intensely scrutinized elements of the law enforcement profession is Training.

The Seabrook Police Department has engaged in a comprehensive effort to examine our training programs, identify areas for improvement, and close gaps in the agency's training and exercise activity.

In addition to the State mandated training required of all police officers, the Seabrook officers amassed a significant number of additional training hours without sacrificing responsiveness to the community or increasing overtime expenditures. Furthermore, the entire police department achieved 100% compliance with the Federal Emergency Management Agency's (FEMA) National Incident Management System (NIMS) emergency training recommendations.

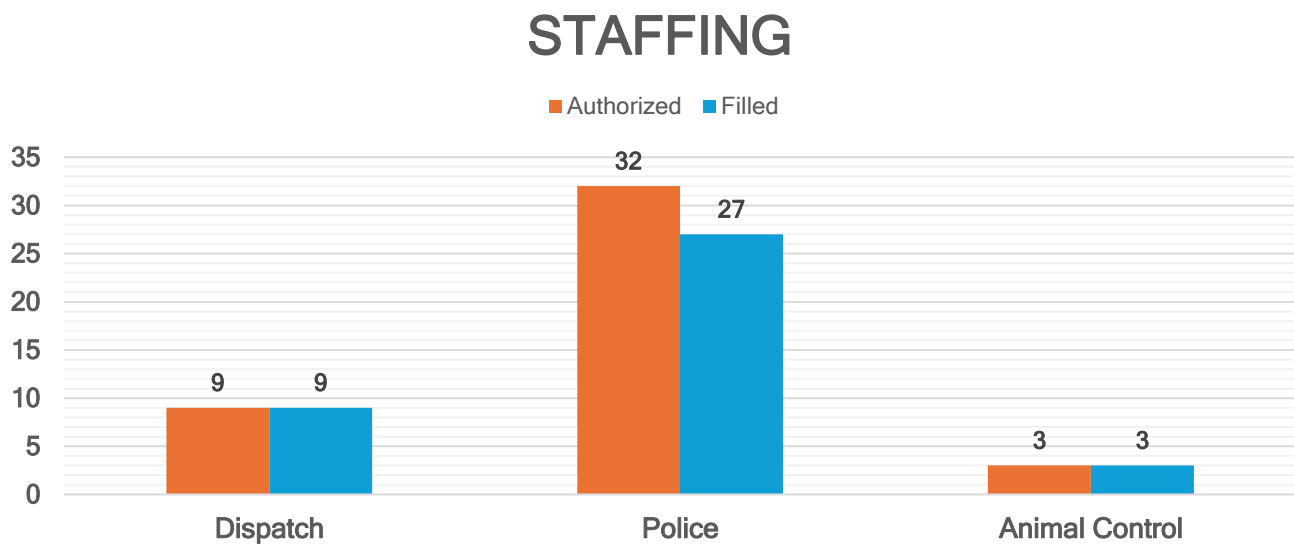
TCOLE Training Hours



Staffing / Recruiting / Promotions

Staffing and recruiting efforts have been examined and streamlined to minimize obstacles to quality candidates, while maintaining the high standards required of all personnel serving the citizens of Seabrook.

The Dispatch Center along with the Animal Control Division maintained staffing for all authorized positions throughout most of the year. However, as a result of several retirements, the Police Department began 2024 with one vacancy and finished the year with five.



Recruitment efforts are ongoing, and the Seabrook Police Department remains competitive with area law enforcement agencies.

Among the three retirements that occurred in 2024, two were tenured patrol sergeants. While these retirements negatively impacted our staffing strength, the departure of the sergeants created an opportunity for two police officers to be promoted. After a study and preparation period, officers were permitted to vie for the two open sergeant positions through competitive Civil Service testing and assessment center. At the conclusion of these vetting processes, two officers will be selected for promotion to the rank of Sergeant.

Police Department Accreditation

The Law Enforcement Accreditation Program is a voluntary process where police agencies in Texas prove their compliance with 170 Texas Law Enforcement Best Practices. These Best Practices were carefully developed by Texas Law Enforcement professionals to assist agencies in the efficient and effective delivery of service, the reduction of risk and the protection of individual's rights.

While similar in nature to the national accreditation program, the Best Practices Accreditation Program is easier to administer, lower in cost and is designed specifically for Texas Law Enforcement. The Texas Legislature demands a great deal of professional law enforcement in Texas and the Best Practices were specifically designed to aid Texas agencies in meeting those demands and providing the best quality of service to the people of our State.



Since its inception in 2006, over 180 Texas Law Enforcement Agencies have been Accredited and many more are currently in the process to become Accredited Agencies. While members of the Texas Police Chiefs Association recognize and support the national accreditation program, The Texas Best Practices Accreditation Program has clearly become the new Gold Standard for Texas Law Enforcement!

The Seabrook Police Department applied for Accreditation in December 2024 and is diligently working to meet accreditation requirements. Our projected timeline for achieving this goal and joining the ranks of other accredited law enforcement agencies in Texas is mid-Summer 2026.

Achievements in 2024 and Goals for 2025

Planning & Exercises

- Two active-attack exercises conducted in 2024
- Two active-attack planned for 2025

Technology Advancements

- Handheld radio upgrades
- In-Car, Body-worn, and Jail camera upgrades

Traffic Safety

- Total crashes reduced by more than 6% in 2024
- Reduce crashes by 10% in 2025

Emergency Dispatch Center

- Achieved 99% in clearing 9-1-1 calls in under 15 seconds in 2024
- Maintain 99% status in 2025
- Upgrade Dispatch Center equipment in 2025
- Maintain 100% staffing in the Dispatch Center in 2025

Accreditation through Texas Police Chiefs Association

- Applied for Accreditation in 2024
- Scheduled to complete 80% of the Accreditation process in 2025

Develop and Implement a Public Safety Drone Program in 2025

- Acquire drone equipment
- Train & license personnel for 24-hour response
- Drones will be used for searches and public safety
 - Searching wooded areas for missing people or suspects
 - Searching areas of water for missing persons
 - Assisting Fire Department
 - Traffic crash investigations

The City Council of the City of Seabrook met in regular session on Tuesday, July 11, 2017 at 7:00 p.m. in Seabrook City Hall, 1700 First Street, Seabrook, Texas to discuss, consider and if appropriate, take action on the items listed below.

THOSE PRESENT WERE:

THOM KOLUPSKI	MAYOR
ROBERT LLORENTE	COUNCIL PLACE NO. 1
LAURA DAVIS	COUNCIL PLACE NO. 2
GARY JOHNSON	MAYOR PRO TEM &
	COUNCIL PLACE NO. 3
NATALIE PICHA	COUNCIL PLACE NO. 4
GLENNA ADOVASIO	COUNCIL PLACE NO. 5
VACANT	COUNCIL PLACE NO. 6
GAYLE COOK	CITY MANAGER
SEAN LANDIS	DEPUTY CITY MANAGER
STEVE WEATHERED	CITY ATTORNEY
ROBIN HICKS	CITY SECRETARY

Mayor Kolupski called the meeting to order at 7:00 p.m. and led the audience in the United States and Texas 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 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.

NO CITIZEN COMMENTS

1.1. Mayor, City Council and/or members of the city staff may make announcements about city/community events. (Council)

Councilmember Adovasio announced the following events:

- Second Session swimming lessons: July 11th through the 13th and the 18th – 20th at Pelican Bay
- Early Voting for Special Election: Begins Wednesday, July 12th at City Hall
- Movie Night at Meador “Sing”: Friday July 14th at Meador Park
- Carothers Workshop – Chinese Brush Painting: Saturday, July 15th at Carothers
- Carothers Workshop – Cardio Workout: Tuesday, July 18th at Carothers
- Last day for Early Voting for Special Election: Tuesday, July 25th at City Hall
- Music and Picnic on Main: Friday, July 28th at the Gazebo on Main Street

These minutes were reconstructed from audio file

- Election Day for Special Election: July 29th at City Hall

2. CONSENT AGENDA (Council)

Council will discuss, consider, and if appropriate, take action on the items listed below.

2.1. Approve on second reading proposed Ordinance 2017-26, "Amendment to Chapter 18, 'Building and Building Regulations' and Chapter 34, 'Fire Prevention and Protection.'" (Landis)

AN ORDINANCE AMENDING THE SEABROOK CITY CODE BY REVISING CHAPTER 18 "BUILDINGS AND BUILDING REGULATIONS" AND CHAPTER 34, FIRE "PREVENTION AND PROTECTION", TO PROVIDE FOR REGISTRATION OF ALL CONTRACTORS, TO ADOPT UPDATED VERSIONS OF VARIOUS BUILDING AND TRADE CODES; TO ENUMERATE CITY AMENDMENTS TO SUCH CODES; TO RENUMBER SECTIONS AND SUBSECTIONS AS NECESSARY AND TO PROVIDE FOR OTHER RELATED MISCELLANEOUS AMENDMENTS. THIS ORDINANCES PROVIDES FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; REPEALS ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDES FOR SEVERABILITY

2.2. Approve on second of two readings proposed Resolution 2017-11, "EDC Project Designation Redevelopment of 'Old Seabrook'". (Chavez)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, APPROVING FUNDING BY THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION FOR REDEVELOPMENT OF "OLD SEABROOK" ("PROJECT") TO INCLUDE TARGETED INFRASTRUCTURE (STREETS, TRANSPORTATION, UTILITIES, DRAINAGE, SITE AND RELATED IMPROVEMENTS, ACQUISITION OF LAND, BUILDINGS, EQUIPMENT, FACILITIES, DEMOLITION OF AGING OR SUBSTANDARD BUILDINGS TO IMPROVE THE QUALITY OF COMMERCIAL ZONES, AND GENERAL MUNICIPALLY OWNED IMPROVEMENTS INCLUDING, PARKING FACILITIES); OR ANY OTHER EXPENDITURES CONSISTENT WITH THE PURPOSES AND DUTIES AS A TYPE B CORPORATION, IN AN AMOUNT NOT TO EXCEED \$750,000, AS AN AUTHORIZED PROJECT OF THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION

2.3. Consider and take all appropriate action on proposed Resolution 2017-15, "Prevailing Wage Rate Scale for Public Works Projects." (Gibbs)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, ADOPTING A PREVAILING WAGE RATE SCALE FOR PUBLIC WORKS PROJECTS

91 **2.4.** Consider and take all appropriate action on proposed Resolution 2017-16. (Gibbs)

92
93 A RESOLUTION APPOINTED AUTHORIZED SIGNATORIES FOR THE CITY OF
94 SEABROOK HURRICANE IKE DISASTER RECOVERY COMMUNITY DEVELOPMENT
95 BLOCK GRANT PROGRAM UNDER TEXAS GENERAL LAND OFFICE CONTRACT
96 NUMBER 12-564-000-6858

97
98 **2.5.** Consider and take all appropriate action on the final acceptance of paving, drainage, and
99 utility improvements for Lake Mija Village. (Craig)

100
101 **2.6.** Consider and take all appropriate action on a Staffing Services Agreement between the
102 City of Seabrook and the Seabrook Economic Development Corporation for Fiscal Year 2017-
103 2018 for utilization of City employees to perform services for and on behalf of the EDC, in an
104 amount not to exceed \$227,542.38. (Chavez)

105
106 **2.7** Approve the appointment of Councilmember Laura Davis to the liaison position to the Clear
107 Lake Emergency Medical Corps (CLEMC) to replace Councilmember Glenna
108 Adovasio. (Council)

109
110 **2.8** Approve the appointment of Rob Hefner as a regular member to the Board of Adjustment
111 (BOA) / Building Standards Commission (BSC), to replace John Dolan, for a term to expire
112 January 31, 2019. This appointment will open the alternate position to which Mr. Hefner was
113 appointed on June 20, 2017. (Council)

114
115 **2.9** Approve the appointment of Jared Kelly as an alternate member to the Board of Adjustment
116 (BOA) / Building Standards Commission (BSC), to replace Kevin Ferguson, for a term to
117 expire January 31, 2018. (Council)

118
119 *Motion was made and seconded to approve the Consent Agenda as presented.*

120
121 *MOTION CARRIED BY UNANIMOUS CONSENT*

122
123 **3. NEW BUSINESS (Council)**

124 *Council will discuss, consider and if appropriate, take action on the items listed below.*

125
126 **3.1.** Consider and take all appropriate action on first and final reading of proposed Ordinance
127 2017-29, "Budget Amendment No. 3 to the Budget of the City of Seabrook, Texas for the Fiscal
128 Year 2016-2017." (Gibbs)

129
130 AN ORDINANCE OF THE CITY OF SEABROOK, TEXAS, ADOPTING AMENDMENT NO.
131 3 TO THE BUDGET OF THE CITY OF SEABROOK, TEXAS, FOR THE FISCAL YEAR 2016-
132 2017; BY PROVIDING DETAILED LINE INCREASES; BY MAKING SUPPLEMENTAL
133 APPROPRIATIONS; AND PROVIDING THE EFFECTIVE DATE THEREOF

Finance Director, Michael Gibbs, gave a presentation regarding Budget Amendment No. 3 to the Budget of the City of Seabrook, Texas for the Fiscal Year 2016-2017

Motion was made and seconded to approve as presented.

MOTION CARRIED BY UNANIMOUS CONSENT

3.2. Consider and take all appropriate action on sponsorship for the 56th Annual Christmas Boat Lane Parade on Clear Lake. (Cook / Kolupski)

A discussion occurred regarding sponsorship of the 56th Annual Christmas Boat Lane Parade as well as whether General Funds or HOT Funds would be used to sponsor the parade. Questions were answered regarding how the sponsorship would benefit Seabrook.

Motion was made and seconded to approve from the allocation of General Funds.

MOTION CARRIED BY UNANIMOUS CONSENT

4. ROUTINE BUSINESS

Council will discuss, consider and if appropriate, take action on the items listed below.

4.1. Presentation of the WMF Investments monthly report for the Chesapeake Bay Master Plan. (Friedrichs)

Steven Elm gave a presentation representing Chesapeake Bay development. He gave an update regarding the difficulties in construction financing across the industry. He explained that they have obtained a \$24,000,000 construction loan approved from Independent Bank. He states that he understood the criticism received and he believes that the project will be a great asset to the community. He believes that the timetable for closing will be approximately 2 weeks.

4.2. Presentation of the Food and Vine Time monthly report for the 3rd Annual Celebration Seabrook Festival. (Dearman)

The following updates regarding the Celebration Seabrook Festival were presented:

- Sales goals of 36% were met for June 27th
- Alexander, Boggle Constellation, Green Mountain Energy, Palm Bay, Seabrook EDC, Storm Tight Windows and TASC are all on board as sponsors
- Multiple merchants and artists are on board
- Vendor requests are coming in
- Entertainment is booked

4.3 Approve the Action Items Checklist which is attached and made a part of this agenda.

City Manger Gayle Cook gave the following updates:

These minutes were reconstructed from audio file

- A brief update from TXDot on Hwy 146
- Public Works - staff met with contractor for weekly update and was informed that a walkthrough with final being the beginning of August

Motion was made and seconded to approve the Action Items Checklist

MOTION CARRIED BY UNANIMOUS CONSENT

4.4. Establish future meeting dates and agenda items.

City Manager Gayle Cook reminded Council that there is another meeting on July 12, 2017.

Upon motion duly made and seconded, Mayor Kolupski adjourned the meeting at 7:41 p.m.

Approved this 4th day of March 2025.

Thom Kolupski
Mayor

Rachel Lewis
City Secretary



**MEETING MINUTES
FEBRUARY 18, 2025**

**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, and Deputy City Manager Sean Landis. Pledges were conducted.

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

J.P. Byers	Seabrook, Texas	Councilmember Hammann comments Campaign rocks as signs
Laura Davis	2516 Wild Oak Forest, Seabrook, Tx	Support of Public Safety expenditures
Jack Butler	538 Surf Oaks Dr., Seabrook, Tx	Financial transparency and bonds
Ronica Hall	2609 LaTeche Lane, Seabrook, Tx	BAYCERT appreciation to Council

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

Councilmember Hefner reported the following events:

Alspaugh's Boutique by KellyAnnette Anniversary Celebration on February 19, 2025

Coffee With a Cop on February 28, 2025

Last day to apply for Special Election ballot on March 3, 2025

Seabrook Lucky Trails March 14-16, 2025

Trash Bash on March 29, 2025

2. PRESENTATIONS

2.1 Mayor Kolupski to present a Proclamation declaring February 21, 2025 as Government Communicators Day.

Mayor Kolupski presented a proclamation to Amanda Alvarado and Michelle Barnabo with the City's Public Affairs Department, declaring February 21, 2025 as Government Communicators Day in the City of Seabrook.

3. CONSENT AGENDA

3.1 Approve the minutes of the February 4, 2025 City Council meeting.

Motion:	To Approve the Consent Agenda
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 3 Tollett
Vote:	Passed unanimously by all present

4. NEW BUSINESS

4.1 Consider and take all appropriate action on an amendment to the Public Safety Fund 2025 Budget to approve the request for \$125,648.03 which includes items to be purchased for the Public Safety agencies.

Emergency Management Coordinator Kevin Rodgers presented the request of \$125,648.03, and went over the items requested. **See Attachment A.**

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

4.2 Consideration and possible action regarding the recommendations from the Open Space and Trails Committee for the fencing located at the Carothers Coastal Gardens property.

Gayle presented the request by the Open Space and Trails Committee. **See Attachment B.** Costs for the movement of the fence would be approximately \$128,000. Public Works Director Brian Craig explained the costs. Council asked that a member of Open Space and Trails work with City staff on the placement so no further costs would be incurred.

Motion:	To Approve
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 1 Rasco
Vote:	Passed unanimously by all present

Motion:	To Amend the Motion to include the funding come from reserves
Made By:	Mayor Pro Tem, At-Large Position 5 Hammann
Seconded By:	At-Large Position 1 Rasco
Vote:	Passed unanimously by all present

5. DISCUSSION

5.1 Discussion regarding the use of an online portal for the Seabrook Buildings Department

Councilmember Rasco presented the discussion. She inquired as to why permits could not be obtained using a portal. Building Official Nick Kondjewski explained that some new types of permitting software were being reviewed that would handle all the permitting activity for the public to use. He stated the main problem was integration with the current financial software through Incode by Tyler Technologies. Finance Director Mike Gibbs informed Council that utilizing a software that did not integrate with the City's current financial software would cause much extra work for the Finance Department.

5.2 Discussion regarding Planning and Zoning meeting attendance and cancelled meetings due to lack of a quorum.

Councilmember Rasco presented the discussion. She stated she was told there were several meetings were canceled due to lack of quorum, however when looking further into it she found that was not accurate and no further discussion was needed.

5.3 Discussion regarding employee positions funded by HOT funds as well as the changes in funds from last year.

Councilmember Rasco presented the discussion. She stated she understood some funds for personnel were from Economic Development Corporation, but that funding for staff was not clear. City Manager Gayle Cook explained the Economic Development Corporation agreement to fund staff. She stated the agreement was approved by Council. She explained the staff costs were taken from the general fund, but then a transfer from the EDC fund then replenishes the general fund. Finance Director Mike Gibbs stated he needed to update the funding for the positions on the organizational chart in order to make the positions more clear. She asked whether the percentages for the staff was aligned with state laws for using HOT funds and Mrs. Cook said they were.

5.4 Discussion regarding Old Seabrook business signage.

Councilmember Rasco presented the discussion. She stated she would like to see the same type of signage used in cities such as Webster for individual businesses within Old Seabrook. Questions arose regarding signage for other areas of the city. Councilmember Hefner stated the first step should be signage to get people off of Highway 146 and into the city, and then focus on directional signs from there. Councilmember Giangrosso stated the signage on the highway displaying hotels was already planned. Mayor Kolupski suggested these signs be an Economic Development Corporation project. Gayle stated she was working with the consultants who presented before on another analysis at a lower cost. Council agreed this should be forwarded to the Economic Development Corporation and Councilmember Rasco stated she would present this idea to that board.

5.5 Discussion regarding city owned property and how that property is used.

Councilmember Rasco presented the discussion. She inquired about specific properties and their use. Gayle explained the planned uses by the City, and why some properties could not be utilized.

5.6 Discussion regarding the installation of lights at the new pickle ball courts located behind the City splash pad.

Councilmember Giangrosso presented the discussion. He stated the courts were being utilized and inquired whether lights could be installed without disturbing the neighbors. Council agreed this project should be researched further by staff.

5.7 Discussion regarding \$2,000 in the budget for the Annual Christmas Boat Parade.

Councilmember Machol presented the discussion. He went over a timeline of how this cost was previously paid and stated that stipends should not have been used in the past to pay for this event. Mayor Kolupski stated stipends were used for many events and were allowable. Councilmember Machol asked how the cost was placed into the general fund after it was determined the Economic Development Corporation would not pay for it any longer. Gayle said she researched and did not find the motion noted in the minutes but remembered the action being discussed by Council. Mayor Kolupski stated that it had been determined at the last meeting that the newly formed HOT Committee would determine further funding for the Boat Parade event and Councilmember Machol agreed that would be the plan going forward.

6. ROUTINE BUSINESS

6.1 Monthly Financial Report for January 2025

Finance Director Mike Gibbs presented the update along with an explanation of City finances, strength of emergency funds and city funds uses. **See Attachment C.** When questioned about the use of the same auditor for last several years, he stated the City was going out for bids for a Request for Qualifications so Council could determine if a new auditor would be selected this year.

6.2 City Manager update and report to City Council on various items that require no action, including Seabrook Boards and Commissions, Transportation Projects, SH 146 Recap and City of Seabrook CIP Projects.

City Manager Gayle Cook presented updates on the following:

OST meeting with TxDot

Carothers Drainage project

EDC updates including BAHEP and membership

Infrastructure projects

Civil Service Commission updates including the hiring of 2 new sergeants

Transportation and Highway 146 updates

6.3 Establish future meeting dates and agenda items.

City Secretary Rachel Lewis informed Council the next Regular City Council meeting was scheduled for March 4, 2025 at 6:00 pm.

7. EXECUTIVE SESSION

Mayor Kolupski adjourned the meeting into Executive Session at 8:16 pm.

7.1 Section 551.071 Consultation with attorney regarding legal matters.

7.2 Section 551.071 Consultation with attorney regarding the renewal of an industrial district agreement.

7.3 Section 551.074 Personnel Matters concerning Councilmembers Rob Hefner and Joe Machol.

8. OPEN SESSION

Mayor Kolupski reconvened the meeting into open session at 9:02 pm and stated no action was taken.

9. ADJOURN MEETING

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 9:02 pm.

Signature Page

APPROVED: _____ DATE: _____
Thomas G. Kolupski
Mayor

ATTEST: _____
Rachel Lewis, TRMC
City Secretary

**PUBLIC HEARING NOTICE
SEABROOK CITY COUNCIL
TUESDAY, MARCH 4, 2025 – 6:00 P.M.**

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF SEABROOK WILL HOLD A PUBLIC HEARING ON **TUESDAY, MARCH 4, 2025, AT 6:00 P.M.** IN SEABROOK CITY HALL, 1700 FIRST STREET, SEABROOK, TEXAS, COUNCIL CHAMBERS TO DISCUSS THE AGENDA ITEM LISTED BELOW.

THIS HEARING IS OPEN TO THE PUBLIC AND EVERYONE ATTENDING WILL HAVE THE OPPORTUNITY TO SPEAK FOR OR AGAINST THESE REQUESTS IN ACCORDANCE WITH THE PROCEDURES OF THE COUNCIL. ALL REQUIRED DOCUMENTS REGARDING THESE REQUESTS ARE AVAILABLE FOR REVIEW AT CITY HALL IN THE COMMUNITY DEVELOPMENT DEPARTMENT WEEKDAYS FROM 8:00 A.M. TO 5:00 P.M. PLEASE CALL (281) 291-5705 IF YOU HAVE QUESTIONS.

SPECIFIC PUBLIC HEARING

Conduct a Public Hearing on a request for approval of amendments to the “World Class Freezer Facility Planned Unit Development”.

Owner: Unit Cold Houston, LLC., 108 Airport Road, Suite 202, Westerly, RI 02891.

Applicant: Camfield Partners, LLC., 8895 Research Drive, Suite 200, Irvine, CA, 92618.

Legal Description:

Tract 1. Being Restrictive Reserve “A” (being 4.6900 acres) in Block One (1) of the Bayport Logistics Center, Phase Two (2), an addition to the City of Seabrook, in the Ritson Morris Survey, Abstract Number 52, in Harris County, Texas, according to the map or plat thereof recorded at Film Code Number 662034 of the Map Records of Harris County, Texas.

Tract 2. Being a tract or parcel of land containing 2.500 acres, in the Ritson Morris Survey, Abstract 52, Harris County, Texas, said tract being out of and part of a certain 19.4174 acres tract of land, described in those certain Warranty Deed(s) from Vannie E. Cook, Jr., to John B. Carter, Jr., recorded under Harris County Clerk’s File No(s). D-486035 and D-486036.

Location: This property is located west of Old State Highway 146, east of State Highway 146, north of Red Bluff Road, and South of Port Road.

CERTIFICATE

I certify that this notice was posted on the bulletin board at Seabrook City Hall on Thursday, February 13, 2025 on or before 5:00 p.m. and that it will remain posted until after completion of the hearing.

/s/ Kiarra Bellow
Administrative Assistant

Planning & Zoning Commission OFFICIAL REPORT

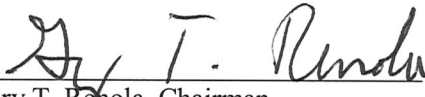
The Planning and Zoning Commission of the City of Seabrook met on JANUARY 30, 2025 to hold a meeting to consider:

Consider and take all appropriate action on a request for approval of amendments to the "World Class Freezer Facility Planned Unit Development".

THE PLANNING & ZONING COMMISSION MADE THE FOLLOWING RECOMMENDATION:

APPROVAL ☒ APPROVAL WITH AMENDMENTS/CONDITIONS (SEE BELOW) ☐ DENIAL ☐
by a concurring vote of a majority of members of the Planning and Zoning Commission present at the meeting on JANUARY 30, 2025, as designated below and as certified by the signature of the Chairman.
This document is not valid unless signed by the Chairman/Presiding Commissioner.

<u>VOTE:</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>INITIAL</u>
Gary Renola	GTR				
Scott Reynolds	CSR				
Ed Klein	EK				
Guy Rodgers	GR				
Rhonda Thompson	RT				
Jared Justus	JJ				
Byron Hanssen	BH				



Gary T. Renola, Chairman
Planning & Zoning Commission

ATTEST:

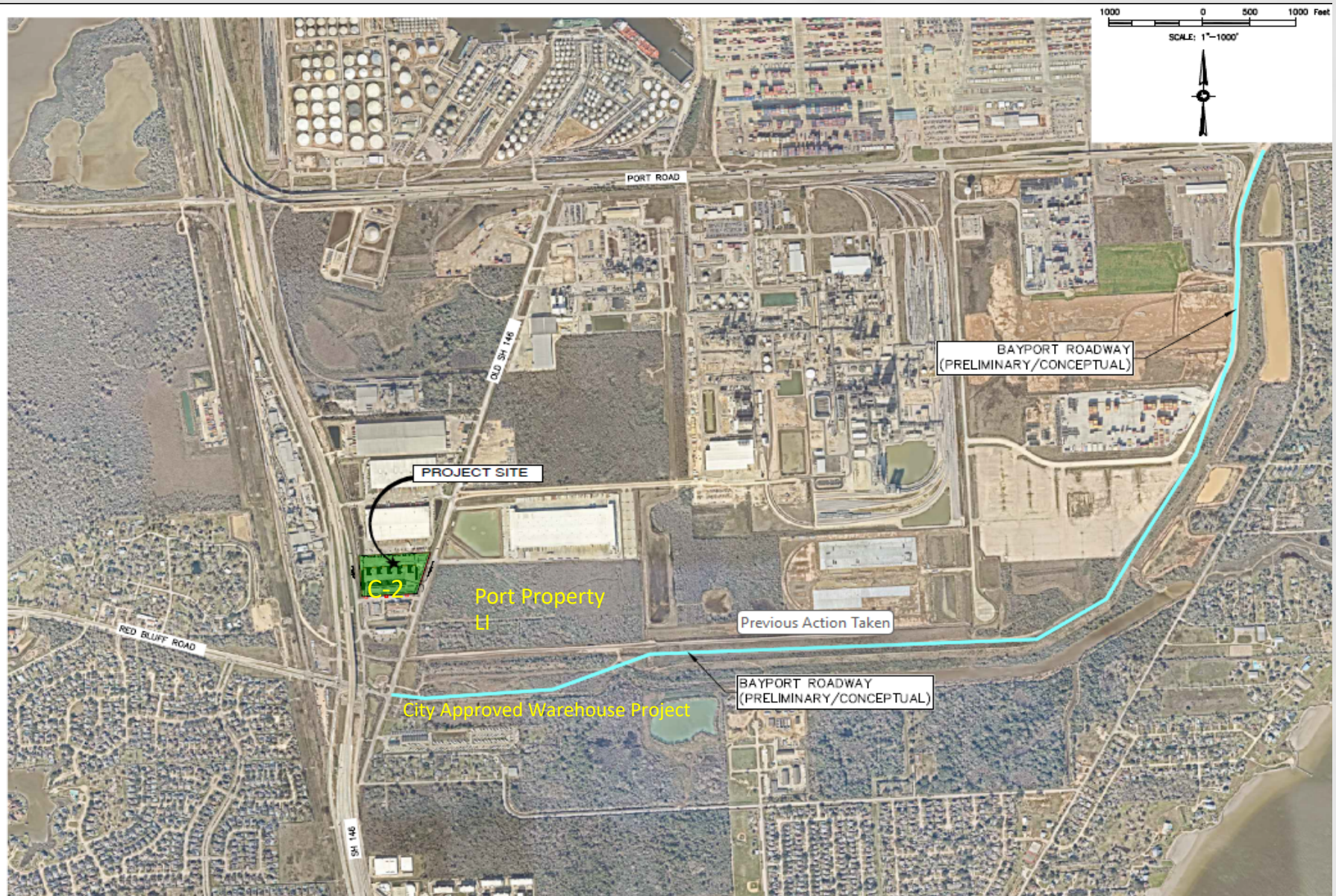


Kiara Bellow
Administrative Assistant

Request to Amend the World Class Freezer Facility Final Planned Unit Development (PUD)

City Council
Meeting
March 4, 2025







Previous Action Taken

The Planning and Zoning Commission recommended approval of the Final PUD at its special meeting on August 6, 2024. The commission included a condition that an 8'-0" tall masonry/concrete wall be constructed along the entire property line adjacent to the commercial hotel parcel to provide proper screening from neighboring properties. The City Council also approved the request at its special meeting on the same date, with the same condition regarding the screening wall.

Requested Action

Camfield Partners, LLC. is requesting approval for an amendment to the World Class Freezer Facility Final Planned Unit Development (Final PUD). The proposed amendments include several key changes to the original development plan. First, the size of the freezer warehouse will be reduced from 134,632 square feet to 72,000 square feet, with the revised design capable of accommodating 10 individual businesses. Additionally, the site layout will be reconfigured by relocating the warehouse from its centralized position to the northern property line. The drainage detention pond will also be moved to the southern boundary of the property, creating a buffer between the site and the adjacent hotel and commercial properties.

Other proposed changes involve the access points and parking provisions. A new ingress/egress point will be added at the southwest corner of the property, providing direct access to S.H. 146. This new access point will eliminate the need for two access points from Old S.H. 146. The parking lot will be modified to include 31 tractor trailer parking spaces, 30 tractor trailer loading spaces, and 38 vehicle parking spaces to accommodate the revised facility design.

Approved Building and Site Rendering

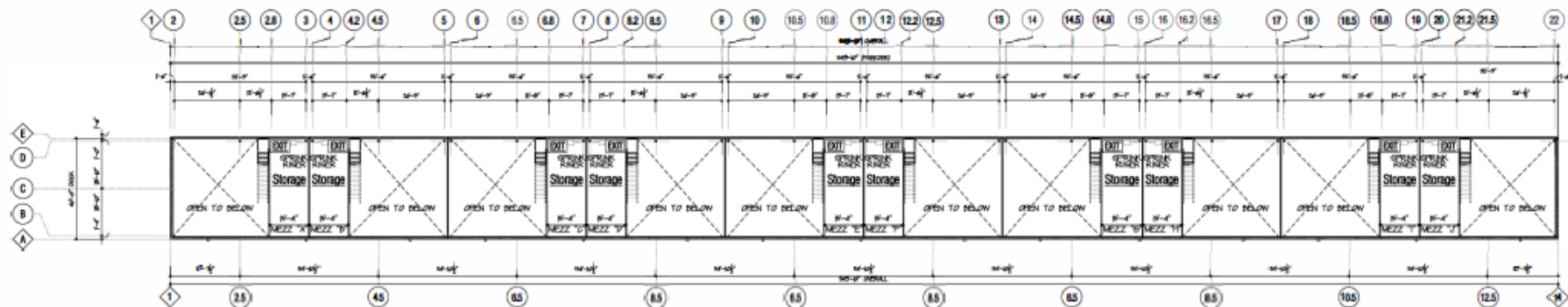
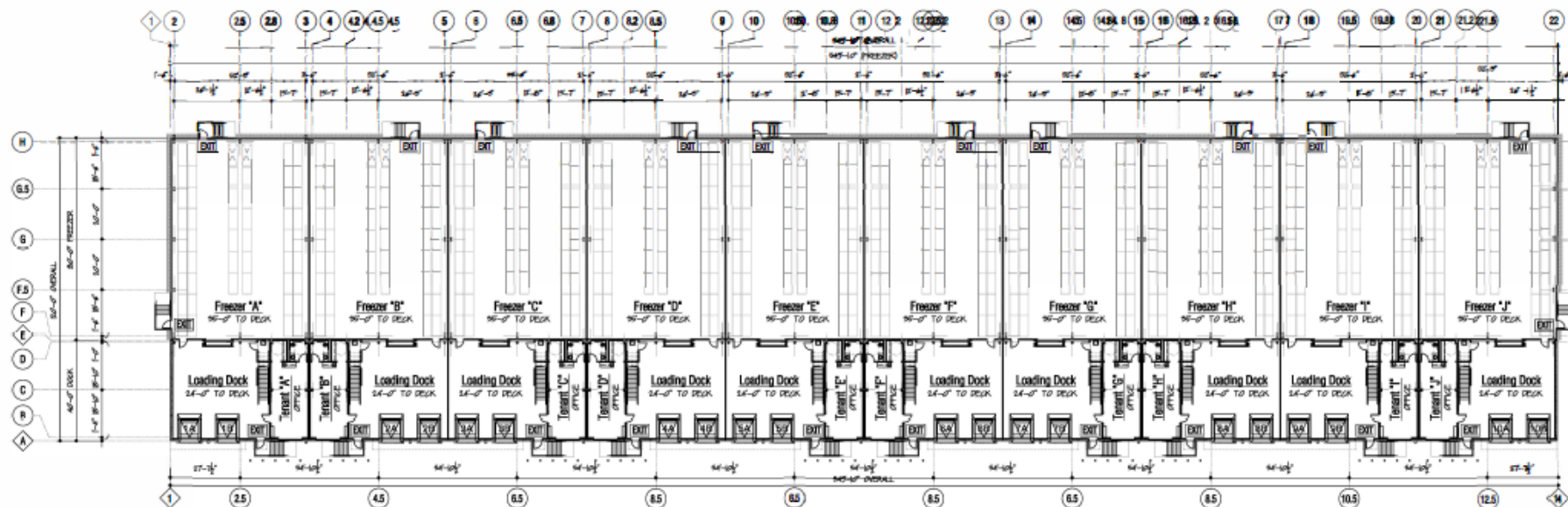




Amended Building and Site Rendering







Recommendation

The Planning and Zoning Commission, at their January 30, 2025 meeting, recommended by unanimous consent the approval of the proposed amendments to the World Class Freezer Facility Planned Unit Development.

Questions?



Application for Land Development Permit

****Incomplete applications cannot be processed****

- ☐ Zoning Change ☐ Text Change ☐ Zoning Variance ☐ Planned Unit Development
☐ Conditional Use Permit ☐ Subdivision Plat ☐ Preliminary ☐ Final ☒ Amending

APPLICANT INFORMATION Check appropriate box(es)

Name: Camfield Partners, LLC E-Mail: kjackson@camfieldpartners.com
Address: 8895 Research Drive, Suite 200 Fax #: 949-707-0034
City: Irvine
State: CA ZIP: 92618 Phone: 213-700-7741

Applicant is ☐ Owner of property ☒ Agent for Owner ☐ Agent for Purchaser ☐ Purchaser ☐ City of Seabrook

If Applicant is acting on behalf of Owner in this application, Owners signature below authorizes this application.

Owner(s): Unit Cold Houston, LLC Signature: _____
Date: _____ Signature: _____

Owner(s) Mailing address(es): Phone #: _____
Name: Unit Cold Houston, LLC Name: _____
Address: 108 Airport Road, Suite 202 Address: _____
City: Westerly City: _____
State: RI Zip: 02891 State: _____ Zip: _____

PROPERTY INFORMATION

Property Address: 5760 Old Hwy. 146, Seabrook, TX (Requested Address)
Legal Description: Lot _____ Block Por of Block 1
Addition RES A BLK 1 BAYPORT LOGISTICS CENTER PH 2
(You may attached Metes & Bounds description from your Deed if available)

Current Zoning Classification: Commercial-Medium (Available from Building Department)
Current Use of Property: Vacant Land (Be specific)

Number of existing Driveways: 2 - Dirt

General Dimensions of Property: Width: 766' Depth: 495' Land Area: _____ Sq. Feet: _____ Acres: 7.2

Adjoining Uses: North Logistics South Small Hotel & Gas Station

East Industrial Warehouse

West New Hwy. 146

Adjacent Streets: North None

South None

East Old Hwy 146

West New Hwy. 146

Is the property served with: City Water? ☒ Yes ☐ No City Sewer? ☒ Yes ☐ No

OWNER/AGENT AFFIDAVIT

I have read and understand this application. I have familiarized myself with the applicable regulations, ordinances, and procedures and submit this application and accompanying documentation for consideration by the Planning Commission, Board of Adjustment, or the City Council of the city. I certify that I am the legal owner or agent of the Owner and have written or other legal authority to make this application.

Signed: [Signature] Date: 12-18-2024

**ALL FEES MUST BE PAID AT THE TIME APPLICATION IS SUBMITTED
FEES ARE NON-REFUNDABLE OR TRANSFERABLE**

PLANNED UNIT DEVELOPMENT (PUD) TEXT CHANGE REQUEST

Text Change Request: Please state the section of the (PUD) for which you are requesting a text change and the exact change in text you are requesting.

Camfield Partners, LLC proposes to develop a world class freezer facility on an approximately 7.2 acre site located at 5760 Old Highway 146 (requested address), north of Red Bluff Road. The property is currently zoned as Commercial Medium.

Our request through the Planned Unit Development (PUD) process is to modify the zoning to a Light Industrial zone for the proposed building. Properties adjacent to the North and East are currently light industrial uses and our site lends itself well to a similar use.

Water table and soil chemistry issues on the site require significant mitigation costs, such that most dry warehousing or even commercial uses cannot afford those costs. Within the spectrum of uses that make up Light Industrial, only a freezer facility can affordably absorb such costs.

Benefits for the City of Seabrook include but are not limited to:

1. An undeveloped site with a very low property tax basis will be converted to a highly improved facility with a value of \$35M plus.
2. Access comes off Old Highway 146 as well as new Highway 146.
3. Facility will employ approximately 70 new employees, not employees relocated from other facilities.
4. As the northernmost property in the City of Seabrook, the project is willing to work with Seabrook officials on identity/exposure that benefits both facility operator and the City of Seabrook.



Agenda Briefing

Date of Meeting: March 4, 2025

Responsible Department: Public Works

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

Briefing Prepared By: Jesus Olivo

Strategic Focus Area:

General Information:

Consider and take all appropriate action on the bid award for the 2025 Sidewalk Removal and Replacement Project (RFP #2025-1-335).

Executive Summary / Background:

The City of Seabrook went out for bids for the 2025 Sidewalk Removal and Replacement Project. There were a total of fourteen bids received, ranging from \$6.85 - \$25.40 a square foot. LAC being the most qualified, responsible, and responsive bidder based on previous project experience, work history with Seabrook and project unit cost of \$6.85 a square foot.

Funding / Fiscal Information:

500-5155

Supporting Materials Attached:

1. LAC SERVICES
2. Sidewalk bids

Prior Action / Review by Council, Boards, Commissions:

\$100,000.00 budget approved by the Council for the 2025 fiscal year.

Staff Recommendation:

Staff recommends approval of bid.



City of Seabrook
Notice to Bidders
Sealed Bid Project # 2025-1-335
FY25 Sidewalk Removal and Replacement Project

Sealed Request for Proposals for FY25 Sidewalk Removal and Replacement, Seabrook Project No. 2025-1-335 will be received until 2:00 pm on Tuesday, February 11, 2025 by the Purchasing Coordinator, Rebecca Howton, 1700 First Street, Seabrook, Texas 77586. Bids must be received and time stamped by the Purchasing Department prior to the aforementioned time, when they will be publicly opened and read aloud at Seabrook City Hall. No late bids will be accepted. Bidding documents may be obtained by contacting the Purchasing Coordinator, Rebecca Howton through email at purchasing@seabrooktx.gov or at www.civcastusa.com.

RFPs may also be submitted electronically through Public Purchase. To submit an RFP electronically, an account will need to be created in Public Purchase, and then RFP 2025-1-335 can be accessed for electronic submission. Electronic RFPs must be submitted before the 2:00 pm deadline on February 11, 2025. Please visit <https://www.publicpurchase.com/gems/register/vendor/register> to register or login with Public Purchase.

An optional pre-bid Conference and site visit is scheduled on February 4, 2025 at 2:00 PM to discuss the city's requirements under this RFP.

PUBLISH: January 22, 2025
January 29, 2025

City of Seabrook RFP Timeline

<u>EVENT</u>	<u>DATE</u>
Issuance of RFP	1/22/2025
Published	1/22/2025 1/29/2025
Optional Pre-Bid Meeting (2:00 PM)	2/04/2025
Bid Due Date (2:00 PM)	2/11/2025
Bid Opening (2:00 PM)	2/11/2025

Checklist of Documents to Return in Sealed Bid

- ☒ Vendor Information Form
- ☒ Bidder Questionnaire and Qualifications
- ☒ Bid Form
- ☒ Cost Sheet
- ☒ Exceptions to Specifications
- ☒ Bid Bond- 5% of total amount bid
- ☒ Certificate of Insurance
- ☒ Notarized Texas Ethics Commission Certification Form 1295
- ☒ House Bill 89 Verification Form

VENDOR INFORMATION FORM

THIS REQUEST FOR PROPOSAL IS SUBMITTED TO THE CITY OF SEABROOK, TEXAS FOR FY 2024
-25 Sidewalk Removal and Replacement Project:

FIRM NAME: LAC Services, LLC

ADDRESS: 1407 S. Houston Rd.

CITY, STATE, ZIP: Pasadena TX 77502

CONTACT PERSON NAME: Luis Chapa

CONTACT PERSON TITLE: Project Manager

TELEPHONE: (832) 294-5113

EMAIL: Lacservices@hotmail.com

AUTHORIZED SIGNATURE: 

DATE: 2/11/25

LEGAL STATUS OF CORPORATION:

INDIVIDUAL

PARTNERSHIP

CORPORATION

JOINT VENTURE

Bidder Questionnaire and Qualifications

Name of Bidder: LAC Services, LLC
Address: 1407 S. Houston Rd. Pasadena TX 77502
Date Organized: 7/27/2020
Date Incorporated: _____

Questionnaire must be completed by ALL BIDDERS and returned with bid response. Any additional pages provided should be clearly labeled.

1. Provide 3 references for which you have performed similar services for repair of water meter and valve vaults in similar condition, along with the date(s) (year/month) of service for each reference.

Company Name: City of Seabrook
Address: 1100 Red Bluff Rd. Seabrook, TX 77586
Contact Name and Title: Brian Craig
Telephone: (281) 291-5719 Email: _____
Date Work Performed: _____

Company Name: City of Galena Park
Address: 2000 Clinton Dr. Galena Park, TX 77547
Contact Name and Title: Jorge Flores
Telephone: (713) 569-6295 Email: Jorge.Flores@cityofgalenaparktx.gov
Date Work Performed: _____

Company Name: City of Mont Belvieu
Address: 1 Town Center Blvd, Mont Belvieu, TX 77523
Contact Name and Title: Joe Junk
Telephone: (832) 248-8915 Email: _____
Date Work Performed: _____

2. CONTRACTS ON HAND

Contract	\$ Amount	Completion Date
FY 2023 Asphalt Repair	\$2,000,000	7/25
KMK Flex Office	\$1,600,000	9/25

3. Have you ever failed to complete any work awarded to you?

n/a

4. Have you ever defaulted on a contract?

n/a

5. List the projects most recently completed by your firm (include similar projects)

Project	\$ Amount	Mo/Yr Completed
North Meyer Sidewalk & Drains	\$65,580	9/20/22
Safe Sidewalk Program	\$1,100,000	10/23
Calena Safe Sidewalk	\$500,000	12/23

6. Major equipment available for this project:

Skid Steer, Mini excavator, dump trailer, smooth roller

7. Describe how you will work with the CITY's Representative to ensure amicable and informative communication on a regular basis.

Give them a construction schedule and update on a daily basis.

8. Provide any other information about your business that would further demonstrate proficiency or excellence.

We have previously completed a similar project for city of Seabrook.

9. What is the projected project start date, or how long until project start date after the contract execution date?

2/24/25

10. How long is it projected this project will take to complete?

4 months

Bid Form

1. The undersigned bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with 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 CITY'S Notice of Award.
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: n/a Number: _____
Date: n/a Number: _____
Date: n/a Number: _____
 - B. BIDDER has familiarized itself with the nature and extent of the 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. 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.

Luis Chapen
Company Representative (Printed)

[Signature]
Company Representative (Signature)

2/11/25
Date

BID SHEET

Unit prices requested shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected. Special attention is drawn to this condition, as the unit prices will be used to determine the amount of any change orders resulting from an increase or decrease in quantities.

Description	Unit	Unit Price	Total Cost
4' wide, 4" thick Sidewalk Removal, Disposal and Replacement; includes root removal. (NOTE: each sidewalk project/location will not be less than 100 SF at a time)	SF	\$ 6.85	
Curb/Gutter Removal, Disposal and Replacement	LF	\$ 38.00	
ADA Ramp Removal, Disposal and Replacement	EACH	\$ 2,000.00	

EXCEPTIONS TO SPECIFICATIONS

If any item, material or equipment submitted as a part of this bid does not fully meet or exceed the minimum specifications as published, the exception(s) MUST be listed on this sheet and attached to the bid.

[illegible]

If no exceptions are listed, it will be assumed that the bid meets or exceeds the minimum specifications and any purchase contract as a result of this bid will be contingent on that condition

Company LAC Services, LLC

BID BOND

KNOW ALL BY THESE PRESENTS, That we, LAC Services, LLC

of 1417 S. Houston Rd. Pasadena TX 77502

(hereinafter called the Principal), as Principal, and The Gray Insurance Company

(hereinafter called the Surety), as Surety are held and firmly bound unto City of Seabrook

TX

(hereinafter called the Obligor) in the penal sum of Five Percent of Amount Bid

Dollars (5%)

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligor on a contract for 2025-1-335 Sidewalk Removal and Replacement Project

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligor for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 10th day of February, 2025.

Witness

LAC Services, LLC

(Seal)

By: [Signature]

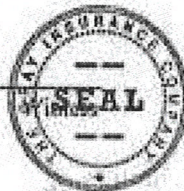
Principal

P.M.

Title

[Signature]

Denise Raker



The Gray Insurance Company

By: [Signature]

Sandra Villegas

Attorney-in-Fact

Agency Fax No:

Or Email to:

svillegas@higginbotham.net

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY
GENERAL POWER OF ATTORNEY**

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 Sandra Villegas on behalf of each of the Companies named above its true and lawful Attorney-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 \$10,000,000.

Surety Bond Number: Bid Bond
Principal: LAC Services, LLC
Obligee: City of Seabrook

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 12th day of September, 2011.



By:

Michael T. Gray
Michael T. Gray
President, The Gray Insurance Company
and
Vice President,
The Gray Casualty & Surety Company

Attest:

Mark S. Manguno
Mark S. Manguno
Secretary,
The Gray Insurance Company,
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 12th day of September, 2011, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company and Vice President of The Gray Casualty & Surety Company, and Mark S. Manguno, Secretary of The Gray Insurance Company and 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.



Lisa S. Millar

Lisa S. Millar, Notary Public, Parish of Orleans
State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company and 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 Companies this 1st day of December, 2022.



Mark S. Manguno

Mark S. Manguno, Secretary
The Gray Insurance Company
The Gray Casualty & Surety Company



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.

ACORD_{TM} CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 02/10/2025
PRODUCER Dawood S Raza Insurance Agency 9350 fuqua st Houston, TX 77075	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED LAC Services LLC 1417 S Houston Rd. Pasadena TX, 77502	INSURERS AFFORDING COVERAGE INSURER A: NEXT insurance US company INSURER B: PROGRESSIVE INSURER C: National Specialty insurance INSURER D: INSURER E:	NAIC # 16285 22608

COVERAGES
 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC	NXTJ937KWR-00-GL	01/05/2025	01/05/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000								
		AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	955159733	01/06/2025	01/06/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ 1,000,000 OTHER THAN EA ACC \$ 1,000,000 AUTO ONLY: AGG \$ 1,000,000								
		EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	NXTTQDCHK-00-WC			<table border="0" style="width:100%;"> <tr> <td style="width: 50%;">WC STATU-TORY LIMITS</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	WC STATU-TORY LIMITS	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
WC STATU-TORY LIMITS	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													
		OTHER contractors Errors and omissior	netj937kwr-00-gl			each occurrence \$25,000 Aggregate \$50,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER 	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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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:
2025-1267669

Date Filed:
02/11/2025

Date Acknowledged:

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

LAC Services, LLC
Pasadena, 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.

RFP 2025-1-335
FY25 Sidewalk Removal and Replacement, Seabrook ProjectNo. 2025-1-335

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	LAC Services, LLC	Pasadena, TX United States	X	

5 Check only if there is NO Interested Party. ☐

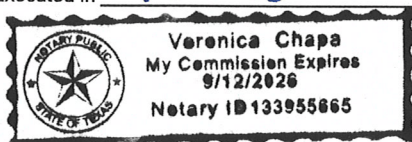
6 UNSWORN DECLARATION

My name is Luis Chaps, and my date of birth is 1/29/86.

My address is 1407 S. Houston Rd. Pasadena TX 77502 U.S.A.
(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 11th day of February, 20 25.
(month) (year)



[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

House Bill 89 VERIFICATION

I hereby affirm that I am an authorized agent of LAC Services, LLC
_____ hereafter referred to as company, **do hereby affirm 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/agreement if awarded under this Request for Proposal.**

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.*

2/11/25
DATE



SIGNATURE OF COMPANY REPRESENTATIVE



BID OPENING
RFP 2025-1-335
SIDEWALK REMOVAL & REPLACEMENT
2/11/2025

It should be noted that figures shown on an initial bid tab represent those compiled at the time of bid opening and per the terms and conditions of the bid solicitation. Other evaluation factors exist and must be considered before an award recommendation is completed.

Company Name	Bid Bond	Base Bid
Steven r Hill Construction Co		\$ 94,248
NL Concrete		\$ 73,820
Macyas Construction and utilities LLC		\$ 77,616
Lac Services		\$ 6.85 SF
Queen Construction LLC		\$ 62,832
Mk Prime Commercial		\$ 132,464.64
Texas Civil Construction Group		\$ 187,756.80
Teca Construction LLC		\$ 21.75 SF
ABBAS ALPHA Construction		\$ 13.26 SF
Cracon Inc		\$ 12.00 SF
Greenscapes		\$ 10.00 SF
M L Contracting		\$ 96,096
Teamwork Construction Services		\$ 16.50
Texas Chile Inc		\$ 107,184



Agenda Briefing

Date of Meeting: March 4, 2025

Responsible Department: Public Works

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

Briefing Prepared By: Jesus Olivo

Strategic Focus Area:

General Information:

Consider and take all appropriate action on a bid award for the Seascape Water Line Project # 2024-17-342.

Executive Summary / Background:

The City of Seabrook solicited bids for a water line project within the Seascape Subdivision (Seascape Waterline Project #2024-17-342). Eight bids were received, ranging from \$796,818.00 - \$1,506,101.00. Cobb-Fendly reviewed the bids and qualifications with a recommendation to McKinney Construction Inc. With the bid price of \$796,818.00.

Funding / Fiscal Information:

Supporting Materials Attached:

1. Seascape Water Line - Letter of Recommendation
2. McKinney Front End Documents - Seascape Water Line_SIGNED

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

City Staff recommends approval.

January 31, 2025

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

Re: Letter of Recommendation
Seascape Water Line
Seabrook Project No. 2024-17-342
CobbFendley Project No. 2412-006-01

Dear Mr. Craig,

Bids for the referenced project were received on January 30, 2025, and a tabulation of those is attached to this letter. The low bid was submitted by **McKinney Construction, Inc.**

Based on our review of the bids and qualifications of the bidder, we recommend award of the contract to **McKinney Construction, Inc.** for a total Bid Price of **\$796,818.00**. If you have any questions or require additional information, please contact me.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.



Kimberly Waddell, P.E.
Project Manager

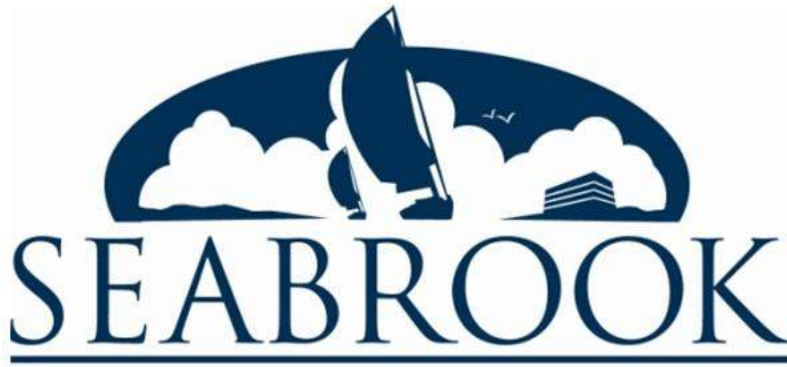
CC: Jesse Olivo, City of Seabrook

Attachments:

- Bid Tabulation

BASE BID ITEMS				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5		BIDDER NO. 6		BIDDER NO. 7		BIDDER NO. 8	
				McKinney Construction, Inc.		Bull-G Construction, LLC		Faith Utilities, LLC		MetroCity, LLC		Underground Construction Solutions, LLC		ISJ Underground Utilities, LLC		Texkota Enterprises, LLC		Tandem Services, LLC	
				Unit Price	Extended Price	Unit Price	Extended Price	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	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization (No Greater Than 5% of Total Bid)	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 47,000.00	\$ 47,000.00	\$ 49,000.00	\$ 49,000.00	\$ 53,000.00	\$ 53,000.00	\$ 40,000.00	\$ 40,000.00	\$ 60,000.00	\$ 60,000.00	\$ 30,000.00	\$ 30,000.00	\$ 70,028.00	\$ 70,028.00
2	Traffic Control and Regulation, in Accordance with Drawings and Specifications, (MUTCD latest Revision) Complete in Place	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 10,500.00	\$ 10,500.00	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 36,503.00	\$ 36,503.00
3	4-Inch PVC Water Line (AWWA C900) Class 150, Including Bends, Fittings, Disinfection and Pressure Test, Complete in Place, the Sum of	LF	879	\$ 18.00	\$ 15,822.00	\$ 36.00	\$ 31,644.00	\$ 45.00	\$ 39,555.00	\$ 54.00	\$ 47,466.00	\$ 55.00	\$ 48,345.00	\$ 44.50	\$ 39,115.50	\$ 101.00	\$ 88,779.00	\$ 105.00	\$ 92,295.00
4	6-Inch PVC Water Line (AWWA C900) Class 150, by Trenchless Construction, Including Bends, Fittings, Disinfection and Pressure Test, Complete in Place, the Sum of	LF	974	\$ 39.00	\$ 37,986.00	\$ 47.00	\$ 45,778.00	\$ 55.00	\$ 53,570.00	\$ 59.00	\$ 57,466.00	\$ 55.00	\$ 53,570.00	\$ 70.00	\$ 68,180.00	\$ 101.00	\$ 98,374.00	\$ 77.00	\$ 74,998.00
5	8-Inch PVC Water Line (AWWA C900) Class 150, by Trenchless Construction, Including Bends, Fittings, Disinfection and Pressure Test, Complete in Place, the Sum of	LF	6,323	\$ 58.00	\$ 366,734.00	\$ 55.00	\$ 347,765.00	\$ 65.00	\$ 410,995.00	\$ 78.00	\$ 493,194.00	\$ 65.00	\$ 410,995.00	\$ 88.00	\$ 556,424.00	\$ 113.00	\$ 714,499.00	\$ 95.00	\$ 600,685.00
6	12-Inch Steel Casing, by Trenchless Construction, Complete in Place, the Sum of	LF	136	\$ 95.00	\$ 12,920.00	\$ 115.00	\$ 15,640.00	\$ 150.00	\$ 20,400.00	\$ 180.00	\$ 24,480.00	\$ 150.00	\$ 20,400.00	\$ 204.00	\$ 27,744.00	\$ 190.00	\$ 25,840.00	\$ 206.00	\$ 28,016.00
7	16-Inch Steel Casing, by Trenchless Construction, Complete in Place, the Sum of	LF	101	\$ 110.00	\$ 11,110.00	\$ 115.00	\$ 11,615.00	\$ 150.00	\$ 15,150.00	\$ 214.00	\$ 21,614.00	\$ 200.00	\$ 20,200.00	\$ 255.50	\$ 25,805.50	\$ 190.00	\$ 19,190.00	\$ 262.00	\$ 26,462.00
8	Fire Hydrant Assembly, Complete in Place, the Sum of	EA	16	\$ 8,500.00	\$ 136,000.00	\$ 7,765.00	\$ 124,240.00	\$ 6,500.00	\$ 104,000.00	\$ 7,200.00	\$ 115,200.00	\$ 6,500.00	\$ 104,000.00	\$ 13,611.00	\$ 217,776.00	\$ 7,500.00	\$ 120,000.00	\$ 9,770.00	\$ 156,320.00
9	8-Inch Wet Connection, Complete in Place, the Sum of	EA	1	\$ 1,000.00	\$ 1,000.00	\$ 1,800.00	\$ 1,800.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ 1,141.00	\$ 1,141.00	\$ 2,000.00	\$ 2,000.00	\$ 4,920.00	\$ 4,920.00
10	12-Inch by 8-Inch Tapping Sleeve and Valve, Complete in Place, the Sum of	EA	3	\$ 6,500.00	\$ 19,500.00	\$ 6,000.00	\$ 18,000.00	\$ 6,700.00	\$ 20,100.00	\$ 7,000.00	\$ 21,000.00	\$ 8,000.00	\$ 24,000.00	\$ 10,967.50	\$ 32,902.50	\$ 7,200.00	\$ 21,600.00	\$ 4,865.00	\$ 14,595.00
11	12-Inch by 6-Inch Tapping Sleeve and Valve, Complete in Place, the Sum of	EA	3	\$ 5,800.00	\$ 17,400.00	\$ 6,000.00	\$ 18,000.00	\$ 6,300.00	\$ 18,900.00	\$ 6,330.00	\$ 18,990.00	\$ 8,000.00	\$ 24,000.00	\$ 8,954.50	\$ 26,863.50	\$ 6,700.00	\$ 20,100.00	\$ 6,078.00	\$ 18,234.00
12	4-Inch Gate Valve (AWWA C509), Mechanical Joint, Resilient Wedge, Open Counterclockwise with Valve Box and Concrete Pad, Complete in Place, the Sum of	EA	3	\$ 1,200.00	\$ 3,600.00	\$ 1,500.00	\$ 4,500.00	\$ 1,250.00	\$ 3,750.00	\$ 1,300.00	\$ 3,900.00	\$ 1,700.00	\$ 5,100.00	\$ 2,176.50	\$ 6,529.50	\$ 1,200.00	\$ 3,600.00	\$ 3,251.00	\$ 9,753.00
13	6-Inch Gate Valve (AWWA C509), Mechanical Joint, Resilient Wedge, Open Counterclockwise with Valve Box and Concrete Pad, Complete in Place, the Sum of	EA	6	\$ 1,500.00	\$ 9,000.00	\$ 1,684.00	\$ 10,104.00	\$ 1,800.00	\$ 10,800.00	\$ 1,700.00	\$ 10,200.00	\$ 2,000.00	\$ 12,000.00	\$ 4,515.00	\$ 27,090.00	\$ 1,450.00	\$ 8,700.00	\$ 3,789.00	\$ 22,734.00
14	8-Inch Gate Valve (AWWA C509), Mechanical Joint, Resilient Wedge, Open Counterclockwise with Valve Box and Concrete Pad, Complete in Place, the Sum of	EA	17	\$ 2,300.00	\$ 39,100.00	\$ 2,500.00	\$ 42,500.00	\$ 2,300.00	\$ 39,100.00	\$ 2,480.00	\$ 42,160.00	\$ 2,200.00	\$ 37,400.00	\$ 5,576.50	\$ 94,800.50	\$ 2,150.00	\$ 36,550.00	\$ 3,800.00	\$ 64,600.00
15	Water Service Reconnection, Short Side, Complete in Place, the Sum of	EA	101	\$ 420.00	\$ 42,420.00	\$ 1,100.00	\$ 111,100.00	\$ 1,000.00	\$ 101,000.00	\$ 600.00	\$ 60,600.00	\$ 1,200.00	\$ 121,200.00	\$ 725.00	\$ 73,225.00	\$ 750.00	\$ 75,750.00	\$ 1,050.00	\$ 106,050.00
16	Water Service Reconnection, Long Side, Complete in Place, the Sum of	EA	78	\$ 520.00	\$ 40,560.00	\$ 1,800.00	\$ 140,400.00	\$ 1,600.00	\$ 124,800.00	\$ 810.00	\$ 63,180.00	\$ 1,500.00	\$ 117,000.00	\$ 814.50	\$ 63,531.00	\$ 950.00	\$ 74,100.00	\$ 1,350.00	\$ 105,300.00
17	Trench Safety System for Water Lines Greater than 5-Feet Deep, All Types, Including Installation, Operation and Removal	LF	1,600	\$ 0.01	\$ 16.00	\$ 1.00	\$ 1,600.00	\$ 2.00	\$ 3,200.00	\$ 1.00	\$ 1,600.00	\$ 1.00	\$ 1,600.00	\$ 1.00	\$ 1,600.00	\$ 0.01	\$ 16.00	\$ 9.00	\$ 14,400.00
18	Remove, Dispose of, and Replace Existing Concrete Pavement and Base (All Depths), Match Existing Grade, Complete in Place, the Sum of	SY	46	\$ 75.00	\$ 3,450.00	\$ 60.00	\$ 2,760.00	\$ 150.00	\$ 6,900.00	\$ 110.00	\$ 5,060.00	\$ 100.00	\$ 4,600.00	\$ 180.00	\$ 8,280.00	\$ 150.00	\$ 6,900.00	\$ 209.00	\$ 9,614.00
19	Remove, Dispose of, and Replace Existing Asphalt Pavement and Base (All Depths), Match Existing Grade, Complete in Place, the Sum of	SY	16	\$ 75.00	\$ 1,200.00	\$ 60.00	\$ 960.00	\$ 150.00	\$ 2,400.00	\$ 130.00	\$ 2,080.00	\$ 100.00	\$ 1,600.00	\$ 145.00	\$ 2,320.00	\$ 70.00	\$ 1,120.00	\$ 428.00	\$ 6,848.00
20	Remove and Salvage Existing Fire Hydrant Assembly and Valve	EA	11	\$ 200.00	\$ 2,200.00	\$ 200.00	\$ 2,200.00	\$ 250.00	\$ 2,750.00	\$ 350.00	\$ 3,850.00	\$ 250.00	\$ 2,750.00	\$ 1.00	\$ 11.00	\$ 400.00	\$ 4,400.00	\$ 1,250.00	\$ 13,750.00
21	Abandon Valve and Remove and Dispose of Valve Box	EA	18	\$ 150.00	\$ 2,700.00	\$ 200.00	\$ 3,600.00	\$ 250.00	\$ 4,500.00	\$ 115.00	\$ 2,070.00	\$ 50.00	\$ 900.00	\$ 1.00	\$ 18.00	\$ 100.00	\$ 1,800.00	\$ 455.00	\$ 8,190.00
22	Cut, Plug & Abandon Water Line, All Sizes	EA	7	\$ 300.00	\$ 2,100.00	\$ 700.00	\$ 4,900.00	\$ 1,500.00	\$ 10,500.00	\$ 731.00	\$ 5,117.00	\$ 1,500.00	\$ 10,500.00	\$ 1,000.00	\$ 7,000.00	\$ 1,500.00	\$ 10,500.00	\$ 1,058.00	\$ 7,406.00
SUBTOTAL BASE BID					\$ 789,818.00		\$ 989,106.00		\$ 1,045,370.00		\$ 1,064,227.00		\$ 1,065,660.00		\$ 1,345,357.00		\$ 1,368,818.00		\$ 1,491,701.00
SUPPLEMENTAL ITEMS																			
23	Install Extra Cement Stabilized Sand, as Instructed by the Engineer	CY	100	\$ 10.00	\$ 1,000.00	\$ 5.00	\$ 500.00	\$ 25.00	\$ 2,500.00	\$ 40.00	\$ 4,000.00	\$ 50.00	\$ 5,000.00	\$ 25.00	\$ 2,500.00	\$ 20.00	\$ 2,000.00	\$ 45.00	\$ 4,500.00
24	Install Extra Select Fill, as Instructed by the Engineer	CY	300	\$ 10.00	\$ 3,000.00	\$ 5.00	\$ 1,500.00	\$ 25.00	\$ 7,500.00	\$ 20.00	\$ 6,000.00	\$ 20.00	\$ 6,000.00	\$ 15.00	\$ 4,500.00	\$ 10.00	\$ 3,000.00	\$ 25.00	\$ 7,500.00
25	Brace, Support and Protect Structures as per Utility Company's Requirements	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 5.00	\$ 10.00	\$ 1,250.00	\$ 2,500.00	\$ 1,500.00	\$ 3,000.00	\$ 500.00	\$ 1,000.00	\$ 200.00	\$ 400.00	\$ 250.00	\$ 500.00	\$ 1,200.00	\$ 2,400.00
SUBTOTAL SUPPLEMENTAL ITEMS					\$ 7,000.00		\$ 2,010.00		\$ 12,500.00		\$ 13,000.00		\$ 12,000.00		\$ 7,400.00		\$ 5,500.00		\$ 14,400.00
TOTAL BID (BASE BID & SUPPLEMENTAL ITEMS) PRICE					\$ 796,818.00		\$ 991,116.00		\$ 1,057,870.00		\$ 1,077,227.00		\$ 1,077,660.00		\$ 1,352,757.00		\$ 1,374,318.00		\$ 1,506,101.00

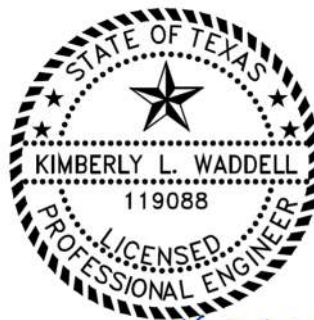
Mathematical Errors Corrected by Engineer



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

SEASCAPE WATER LINE

**SEABROOK PROJECT NO: 2024-17-342
COBBFENDLEY PROJECT NO. 2412-006-01**



K. Waddell

11/1/2024

NOVEMBER 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

00003
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City of Seabrook Approved Products List
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END OF SECTION

Section 00020

NOTICE TO BIDDERS

Request for Competitive Sealed Bids

CSB# 2024-17-342

Seascape Water Line

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

CSB# 2024-17-342: SEASCAPE WATER LINE

Sealed bid packets will be received until 2:00 p.m. on January 30, 2025 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 January 16, 2025, 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 2024-17-342 can be accessed for electronic submission. Electronic CSBs must be submitted before the 2:00 p.m. deadline on January 30, 2025.

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

PUBLISH: January 2, 2025
January 9, 2025

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: Seascape Water Line

PROJECT NO.: 2024-17-342

BIDDER: McKinney Construction, Inc.
(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: SEASCAPE WATER LINE

ITEM NO.	DESCRIPTION	UNIT	EST. QUAN.	UNIT PRICE	TOTAL PRICE
BASE BID					
1	Mobilization (No Greater Than 5% of Total Bid)	LS	1	\$ 15,000.-	\$ 15,000.-
2	Traffic Control and Regulation, in Accordance with Drawings and Specifications, (MUTCD latest Revision) Complete in Place	LS	1	\$ 10,000.-	\$ 10,000.-
3	4-Inch PVC Water Line (AWWA C900) Class 150, Including Bends, Fittings, Disinfection and Pressure Test, Complete in Place, the Sum of	LF	879	\$ 18.-	\$ 15,822.-
4	6-Inch PVC Water Line (AWWA C900) Class 150, by Trenchless Construction, Including Bends, Fittings, Disinfection and Pressure Test, Complete in Place, the Sum of	LF	974	\$ 39.-	\$ 37,986.-
5	8-Inch PVC Water Line (AWWA C900) Class 150, by Trenchless Construction, Including Bends, Fittings, Disinfection and Pressure Test, Complete in Place, the Sum of	LF	6,323	\$ 58.-	\$ 366,734.-
6	12-Inch Steel Casing, by Trenchless Construction, Complete in Place, the Sum of	LF	136	\$ 95.-	\$ 12,920.-
7	16-Inch Steel Casing, by Trenchless Construction, Complete in Place, the Sum of	LF	101	\$ 110.-	\$ 11,110.-
8	Fire Hydrant Assembly, Complete in Place, the Sum of	EA	16	\$ 8,500.-	\$ 136,000.-
9	8-Inch Wet Connection, Complete in Place, the Sum of	EA	1	\$ 1,000.-	\$ 1,000.-
10	12-Inch by 8-Inch Tapping Sleeve and Valve, Complete in Place, the Sum of	EA	3	\$ 6,500.-	\$ 19,500.-

ITEM NO.	DESCRIPTION	UNIT	EST. QUAN.	UNIT PRICE	TOTAL PRICE
11	12-Inch by 6-Inch Tapping Sleeve and Valve, Complete in Place, the Sum of	EA	3	\$ 5,800.-	\$ 17,400.-
12	4-Inch Gate Valve (AWWA C509), Mechanical Joint, Resilient Wedge, Open Countersink with Valve Box and Concrete Pad, Complete in Place, the Sum of	EA	3	\$ 1,200.-	\$ 3,600.-
13	6-Inch Gate Valve (AWWA C509), Mechanical Joint, Resilient Wedge, Open Countersink with Valve Box and Concrete Pad, Complete in Place, the Sum of	EA	6	\$ 1,500.-	\$ 9,000.-
14	8-Inch Gate Valve (AWWA C509), Mechanical Joint, Resilient Wedge, Open Countersink with Valve Box and Concrete Pad, Complete in Place, the Sum of	EA	17	\$ 2,300.-	\$ 39,100.-
15	Water Service Reconnection, Short Side, Complete in Place, the Sum of	EA	101	\$ 420.-	\$ 42,420.-
16	Water Service Reconnection, Long Side, Complete in Place, the Sum of	EA	78	\$ 520.-	\$ 40,560.-
17	Trench Safety System for Water Lines Greater than 5-Feet Deep, All Types, Including Installation, Operation and Removal	LF	1,600	\$ 101	\$ 161.-
18	Remove, Dispose of, and Replace Existing Concrete Pavement and Base (All Depths), Match Existing Grade, Complete in Place, the Sum of	SY	46	\$ 75.-	\$ 3,450.-
19	Remove, Dispose of, and Replace Existing Asphalt Pavement and Base (All Depths), Match Existing Grade, Complete in Place, the Sum of	SY	16	\$ 75.-	\$ 1,200.-
20	Remove and Salvage Existing Fire Hydrant Assembly and Valve	EA	11	\$ 200.-	\$ 2,200.-

ITEM NO.	DESCRIPTION	UNIT	EST. QUAN.	UNIT PRICE	TOTAL PRICE
21	Abandon Valve and Remove and Dispose of Valve Box	EA	18	\$ 150.-	\$ 2,700.-
22	Cut, Plug & Abandon Water Line, All Sizes	EA	7	\$ 300.-	\$ 2,100.-
SUBTOTAL BASE BID PRICE					\$ 789,818.-
SUPPLEMENTAL ITEMS					
23	Install Extra Cement Stabilized Sand, as Instructed by the Engineer	CY	100	\$ 10.-	\$ 1,000.-
24	Install Extra Select Fill, as Instructed by the Engineer	CY	300	\$ 10.-	\$ 3,000.-
25	Brace, Support and Protect Structures as per Utility Company's Requirements	EA	2	\$ 1,500.-	\$ 3,000.-
SUBTOTAL SUPPLEMENTAL ITEMS					\$ 7,000.-
TOTAL BASE BID & SUPPLEMENTAL ITEMS					\$ 796,818.-

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. TOTAL BID PRICE

TOTAL BASE BID & SUPPLEMENTAL ITEMS

\$ 796,818.15

D. 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 January 30, 2025

Bidder: McKinney Construction, Inc.
(Print or Type full name of your proprietorship, partnership, corporation, or joint venture.)*

**By: [Signature] 1-30-2025
Signature Date

Name: Sam Baaklini President
(Print or Type name) Title

Address: 1955 W. McKinney St. Houston, Tx. 77019
(Mailing)

(Street, if different)

Telephone and Fax Number: 281-924-0393 F: 713-526-2603
(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

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

McKinney Construction, Inc.
1955 W. McKinney St.,
Houston, TX 77019

OWNER:

(Name, legal status and address)

City of Seabrook
1700 First Street
Seabrook, TX 77586

SURETY:

(Name, legal status and principal place of business)

Developers Surety and Indemnity Company
800 Superior Avenue E., 21st Floor
Cleveland, OH 44114

Mailing Address for Notices

111 Veterans Boulevard., Suite 1130
Metairie, Louisiana LA 70005

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)

City of Seabrook - Seascape Water Line Project NO: 2024-17-342

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 30th day of January, 2025.

Dolly Baalchini
(Witness)

McKinney Construction, Inc.

(Principal)

(Seal)

By: [Signature]

(Title)

President

DeDee Brunker
(Witness)

Developers Surety and Indemnity Company

(Surety)

(Seal)

By: [Signature]

(Title)

Jennifer Winters, Attorney-in-Fact

Countersigned: TX Resident Agent

S-0054/AS 8/10

By: [Signature]

Jennifer Winters, TX Lic #131704
5312 114th Street, Lubbock, TX 79424

**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY**
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

Cara D. Hancock, Jennifer Winters, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as said corporation could do, but reserving to said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers 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 signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this 4th day of October, 2018.

By: *Daniel Young*
Daniel Young, Senior Vice-President
By: *Mark Lansdon*
Mark Lansdon, Vice-President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

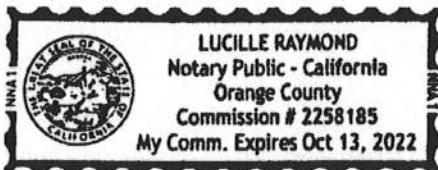
On October 4, 2018 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the Board of Directors of said corporation set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 30th day of January, 2025.

By: *Cassie J. Bernisford*
Cassie J. Bernisford, Assistant Secretary



ATS-1004 (10/18)

Section 00500

AGREEMENT

THIS AGREEMENT is dated as of _____, by and between City of Seabrook (hereinafter called OWNER) and McKinney Construction, Inc. (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:

Seascape Water Line

Article 2. ENGINEER

The project has been designed by Cobb, Fendley & Associates, Inc., 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 **240** 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 **270** 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 \$ 796,818.00.

Seven Hundred Ninety-Six Thousand Eight Hundred Eighteen 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 00500-7, 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 “*Standard Contract Documents and Technical Specifications for Seascape Water Line*”.
- 8.7 CONTRACTOR’S Bid (pages 00300-1 to 00300-7 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 36, inclusive, bearing the general title “*Seascape Water Line*”.
- 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

McKinney Construction, Inc.

By: _____

By: [Signature]

Title: President

Attest: _____

Attest: Dolly Baakline

Address for giving notice:
1700 First Street

Address for giving notice:

Seabrook, Texas 77586

By: [Signature]

Title: President

Attest: Dolly Baakline

Agent for service of process:

Sam Baakline

(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.

McKinney Construction, Inc.

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.

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 *[Signature]*
Signature of vendor doing business with the governmental entity

2-4-25
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

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

McKinney Construction, Inc
Houston, TX United States

Certificate Number:
2025-1265117

Date Filed:
02/05/2025

Date Acknowledged:

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.

2024-17-342
Seascape Water Line

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.



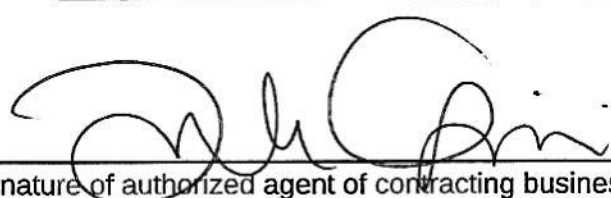
6 UNSWORN DECLARATION

My name is Dulce Aparicio, and my date of birth is 04-15-1987.

My address is 1319 Charrilton Dr, Houston, TX, 77039, Harris.
(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 5 day of February, 20 25.
(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 McKinney Construction, Inc.
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::

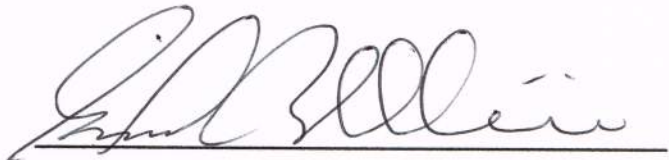
- 1. Does not boycott Israel currently; and**
- 2. Will not boycott Israel during the term of the contract the above-named Company, business or individual.**

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.*

2-4-25

DATE



SIGNATURE OF COMPANY REPRESENTATIVE

Section 00610

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That McKinney Construction, Inc. of the City of Houston of Harris County, and State of Texas as principal, and Developers Surety and Indemnity 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 \$796,818.00 Seven Hundred Ninety-Six Thousand Eight Hundred Eighteen 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:

"Seascape Water Line"

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.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument
this 12 day of February, 2025.

Contractor

McKinney Construction, Inc.

By: [Signature]

Title: President

Address: 1955 W. McKinney St.
Houston, Tx. 77019

Telephone: 281-924-0393

Fax: 713-526-2603

Surety

Developers Surety and Indemnity Company

By: [Signature]

Kathleen L. Berni
Attorney-in-Fact

Title: _____

Address: 111 Veterans Blvd., Suite 1130

Metairie, LA 70005-3039

Telephone: 504-888-1100

Fax: 504-888-1299

**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

**POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

George V. Baus, Jr., Gregory R. Weston, Kathleen L. Berni and Jared Viola, of Metairie, LA

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective September 29, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: [Signature]
Printed Name: Sam Zaza
Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

[Signature]



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:
By: Barry W. Moses Barry W. Moses, Assistant Secretary
6B6415E7ADE548C...

POA No. N/A

DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F

Ed. 0323

Signed and sealed this _____ day of _____

PAYMENT BOND

Section 00620

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That McKinney Construction, Inc. of the City of Houston of Harris County, and State of Texas as principal, and Developers Surety and Indemnity 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 \$796,818.00 Seven Hundred Ninety-Six Thousand Eight Hundred Eighteen 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:

Seascape Water Line

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.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 12 day of February, 2025.

Contractor

McKinney Construction, Inc.

By: [Signature]

Title: President

Address: 1955 W. McKinney St
Houston, Tx. 77019

Telephone: 281-924-0393

Fax: 713-526-2603

Surety

Developers Surety and Indemnity Company

By: [Signature]

Title: Kathleen L. Berni
Attorney-in-Fact

Address: 111 Veterans Blvd., Suite 1130

Metairie, LA 70005-3039

Telephone: 504-888-1100

Fax: 504-888-1299

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

**POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

George V. Baus, Jr., Gregory R. Weston, Kathleen L. Berni and Jared Viola, of Metairie, LA

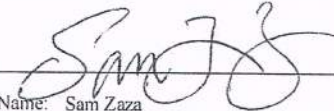
as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective September 29, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: 
Printed Name: Sam Zaza
Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

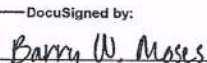
Signature 



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:
By:  Barry W. Moses, Assistant Secretary

POA No. N/A

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DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F

Ed. 0323

Signed and sealed this _____ day of _____

ONE-YEAR MAINTENANCE BOND

Section 00630

ONE-YEAR MAINTENANCE BOND

THE STATE OF TEXAS §
COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS:

THAT WE, McKinney Construction, Inc., a
Texas Corporation, as Principal, hereinafter called "Contractor" and the other subscriber
hereto Developers Surety and Indemnity 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
Seven Hundred Ninety-Six Thousand Eight Hundred Eighteen and 00/100 Dollars (\$ 796,818.00) 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:

Seascope Water Line

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 12 day of February, 2025.

Principal:

McKinney Construction, Inc.

By: [Signature]

Title: President

Address:

1955 W. McKinney St.
Houston, Tx 77019

Telephone: 281-924-0393

Fax: 713-526-2603

Surety:

Developers Surety and Indemnity Company

By: [Signature]

Title: Kathleen L. Berni
Attorney-in-Fact

Address:

111 Veterans Blvd., Suite 1130

Metairie, LA 70005-3039

Telephone: 504-888-1100

Fax: 504-888-1299

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

POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

George V. Baus, Jr., Gregory R. Weston, Kathleen L. Berni and Jared Viola, of Metairie, LA

as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective September 29, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: [Signature]
Printed Name: Sam Zaza
Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this instrument.

I certify, under penalty of perjury, under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]



CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:
By: Barry W. Moses Barry W. Moses, Assistant Secretary
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DocuSignEnvelopeID:3352BFD6-5E9D-4796-837E-C1E455E6530F

POA No. N/A

Ed. 0323

Signed and sealed this _____ day of _____

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



Copyright© 2018

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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NOTE: EJCDC publications may be purchased at www.ejcdc.org, or from any of the sponsoring organizations above.

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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SUPPLEMENTARY CONDITIONS

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). 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-2.01C. 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.
- 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		[Identify Technical Data]

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		[Identify Technical Data]

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	\$20,000,000
General Aggregate	\$20,000,000

- 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 \$18,000,000 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.

SUPPLEMENTARY CONDITIONS

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 subparagraph immediately after Paragraph 10.03.A:

- 1. On this Project, by agreement with the Owner, the Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work.

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

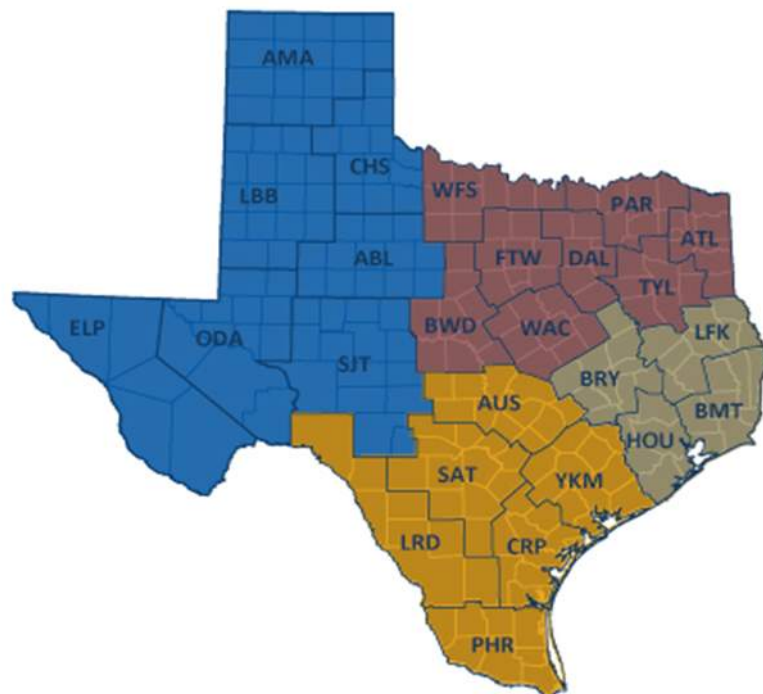


= North

= South

= East

= West



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 *a 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: March 4, 2025

Responsible Department: Finance

Presenter: Gayle Cook, City Manager

Briefing Prepared By:

Strategic Focus Area:

General Information:

Consider and take all appropriate action on a bid award for RFP 2024-15, Grant Writing and Management Services, and authorizing the City Manager to execute any and all documents for Kimley Horn & Associates and TJD Consulting.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached: None

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:



Agenda Briefing

Date of Meeting: March 4, 2025

Responsible Department: Economic Development

Presenter: Gayle Cook, City Manager

Briefing Prepared By:

Strategic Focus Area:

General Information:

Consider and take all appropriate action on the ratification of a business development incentive agreement by Seabrook Retail LLC, as approved by the Seabrook Economic Development Corporation (SEDC) on December 12, 2024, in accordance with the previously posted Business Incentive Program Project Resolution for facade improvements at 2622 NASA Parkway, in an amount not to exceed \$50,000.00.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached:

1. Seabrook Retail Agreement 2024_signed

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:

SEABROOK ECONOMIC DEVELOPMENT CORPORATION PERFORMANCE AGREEMENT

This Performance Agreement (this “Agreement”) is made by and between the Seabrook Economic Development Corporation, a State of Texas Type B economic development corporation (the “SEDC”), and **Seabrook Retail, LLC**, a State of Texas Limited Liability Company (the “Company”) (with the SEDC and the Company each being a “Party”, and collectively the “Parties”), and is entered into by the Parties as of the Effective Date as defined herein.

RECITALS

WHEREAS, the SEDC has established certain programs in accordance with Chapters 501, 502, and 505 of the Texas Local Government Code to promote local economic development and stimulate business and commercial activity (the “Projects”) within the City of Seabrook (the “City”), and when the Projects involve a direct incentive to a company, Chapter 501 of the Texas Local Government Code requires the SEDC to memorialize such incentive in a performance agreement with such company (a “Performance Agreement”); and

WHEREAS, the Parties have concluded and hereby find that this Agreement promotes economic development in the City and that this Agreement is a Performance Agreement, providing for the SEDC’s provision of a direct incentive to the Company; and

WHEREAS, to ensure that the direct incentive of the SEDC provided under this Agreement is utilized in a manner consistent with Chapters 501, 502, and 505 of the Texas Local Government Code, the Company has agreed to comply with certain conditions for receiving the SEDC’s direct incentive, as provided herein; and

WHEREAS, the Company is the **owner** of certain real property generally located **2622 NASA Parkway**, Seabrook, Texas 77586 (the “Property”), with the Property being more particularly depicted and described in the attached **Exhibit A**; and

WHEREAS, the SEDC has received a grant application (the “Application”) from the Company regarding certain improvements to be made to the Property (the “Program”), with the Application which includes a description of the Program being attached to this Agreement as **Exhibit A**; and

WHEREAS, the SEDC has current funds on hand in the full amount of the grant contemplated in the Application (the “Grant”), and the SEDC desires to provide the Grant according to the terms and conditions of this Agreement, including the requirement that the Company pay back the Grant if certain performance measures are not met by the Company as provided herein; **and NOW, THEREFORE:**

IN CONSIDERATION OF THE MUTUAL BENEFITS DESCRIBED IN THIS AGREEMENT, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

SECTION 1. RECITALS

The facts and statements included in the Recitals to this Agreement are hereby incorporated into this Agreement for all intents and purposes.

SECTION 2. AUTHORITY

A. The SEDC's participation in this Agreement is authorized by Chapters 501, 502, and 505 of the Texas Local Government Code. At a meeting of the Board of Directors of the SEDC (the "Board") on **December 12, 2024**, the Board determined that the Program qualifies for one of the Projects previously approved by the Board and the Council, with the Projects being authorized in Section 501, 502, and 505 of the Texas Local Government Code and authorized the SEDC to offer a direct incentive to the Company. This Agreement satisfies Chapters 501, 502, and 505 of the Texas Local Government Code and serves as a Performance Agreement reflecting the obligations of the SEDC and Company regarding the direct incentive.

B. The SEDC has taken all necessary actions and obtained all necessary approvals to enter into this Agreement, which includes the City Council of the City (the "Council") approving the Project, "SEDC Incentives Policy", authorizing this Agreement by resolution through two (2) readings at meetings of the Council, with a copy of such **Resolution** being attached to this Agreement as **Exhibit D**.

C. The SEDC acknowledges that the Company's participation in this Agreement and the Company's decision to commit substantial resources and money to improve and redevelop the Property are made in reliance upon the SEDC's performance of its obligations under this Agreement and is subject to the Company's performance of its obligations under this Agreement.

SECTION 3. DEFINITIONS

In addition to the terms defined in the Recitals or elsewhere in this Agreement, as used in this Agreement, the following words or phrases shall have the following meanings:

- (1) "Capital Investment" means funds expended in good faith by the Company in furtherance of the Program, including but not limited to site work, construction costs, materials, landscaping, and required signage.
- (2) "Certificate of Occupancy" means a certificate of occupancy issued by the City in accordance with its standard practices and may include a temporary certificate of occupancy. A Certificate of Occupancy shall not include a certificate of occupancy issued in error, by mistake, or based upon a misrepresentation of facts by the Company or its agent.
- (3) "Economic Development Grant Payment" means the reimbursement amount to be paid to the Company by the SEDC upon the Company's satisfaction of the terms of this Agreement, in an amount not to exceed Two Hundred Thousand and 00/100 dollars (\$200,000.00), as provided herein.
- (4) "Effective Date" means the last date this Agreement is signed by all Parties.

(5) "Force Majeure" means any contingency or cause beyond the reasonable control of a Party including, without limitation: war, riots, acts of terrorism, acts of the public enemy, insurrections, civil commotion; labor disputes, a general inability to obtain labor or materials or reasonable substitutes for either, unusual delay in transportation, strikes, slowdowns or work stoppages; acts of God, casualties, explosions, floods, fire, earthquake, tornado, hurricane or other severe and adverse weather conditions; pandemics, epidemics, infectious disease outbreaks, public health emergencies, health and safety circumstances that require individual isolation, quarantine or quarantine-like restrictions; delays caused by actions or inactions, or other acts or omissions on the part of any public utility or state or federal government (or de facto governmental entity), state or federal government official or their respective agents or employees; and, delays caused by state or federal governmental restrictions, regulations, or controls.

(6) "Jobs" means employment of individuals working at or on the Property as a result of the Program. Such individuals shall be "full time" (averaging at least twenty (20) hours per week), or "part time" (averaging less than twenty (20) hours per week). For the purposes of proving up jobs, the Company shall use the form attached hereto.

(7) "Open for Business" means that the applicable portion of the Property is under roof and air-conditioned and heated is open for full-time business operations for all intended purposes.

SECTION 4. TERM

This Agreement shall become enforceable upon the Effective Date and will terminate on the first to occur upon the: receipt by the Company of the Economic Development Grant Payment; or, the termination of this Agreement as provided for herein (the "Term"). However, the Term shall not exceed ten (10) years from the Effective Date, at which time this Agreement shall automatically expire unless extended in writing approved by both Parties.

SECTION 5. THE COMPANY'S PERFORMANCE CRITERIA

The Company must satisfy and provide proof to the Board that the following have been accomplished in order to receive the Economic Development Grant Payments, with such performance criteria being certified by the Company as provided in this Agreement, including the Capital Investment and/or Leased Space Certification form attached to this Agreement as **Exhibit B**, which shall be executed and delivered concurrently with this Agreement:

(1) Completion of the Application, including all required forms and documents associated therewith; and,

(2) The Company has done all of the following:

- (a) Expended at least Sixty-eight thousand three hundred fifty-five and 00/100 dollars (\$68,355.00) at the Property in hard costs for the Program in Façade Improvements.
- (b) Show sufficient proof that fifty percent (50%) of the entire shopping center is leased.

SECTION 6. ECONOMIC DEVELOPMENT GRANT PAYMENTS

A. Within thirty (30) days of the Board's determination that the Company has satisfied the performance criteria set forth in Section 5 above, the SEDC shall provide an Economic Development Grant Payment to the Company in an amount not to exceed **Fifty Thousand and 00/100 dollars (\$50,000.00)** as a reimbursement for the Company's costs associated with the Program. In no event shall the SEDC be required to make any Economic Development Grant Payment to the Company except as provided herein, and subject to satisfaction of the conditions set forth above. The obligations contained in this Agreement shall cease upon payment in full to the Company of the Economic Development Grant Payment, or the expiration of the Term, whichever occurs first.

B. A delay in the payment of the Economic Development Grant Payment by the SEDC due to a delay in receiving any sales tax revenues or sales and use tax information from the Texas Comptroller shall not be considered a default on the part of the SEDC so long as the SEDC uses reasonable efforts to obtain such sales tax revenues or sales and use tax information and make the Economic Development Grant Payment to Company within thirty (30) days after the receipt of such sales tax revenues or sales and use tax information from the Texas Comptroller.

C. If applicable, in order to assist the SEDC in its accounting of the Economic Development Grant Payment, the Company shall sign and submit to the SEDC and maintain during the Term, the Waiver of Sales Tax Confidentiality form or other similar form required by the Texas Comptroller as may be required from time to time during the Term to permit the release of sales tax information relating to the Company Facility.

SECTION 7. THE COMPANY'S COVENANTS, WARRANTIES, AND OBLIGATIONS

The Company hereby makes the following covenants and warranties to the SEDC, and agrees to timely and fully perform the following obligations and duties:

- (1) The Company is authorized to do business and is in good standing in the State of Texas and shall remain in good standing in the State of Texas during the Term of this Agreement;
- (2) The execution of this Agreement has been duly authorized by the Company, and the corporate officer signing this Agreement is an officer of the Company, empowered to execute this Agreement and bind the Company, with said authorization, signing, and binding effect is not in contravention of any law, rule, or regulation, or of the provisions of the Company's articles of incorporation, bylaws, or of any agreement or instrument to which the Company is a party or by which it may be bound;
- (3) The execution and performance of this Agreement by the Company constitutes its valid and binding obligation, subject to the terms and conditions set forth in this Agreement;
- (4) As of the date of this Agreement, no litigation or governmental proceeding is pending or, to the knowledge of the Company, threatened against or affecting the Company that may result in any material adverse change in the Company's business, properties, or operation; and no consent, approval, or authorization of or registration or declaration within any governmental

authority is required in connection with the execution of this Agreement or the transactions contemplated hereby;

(5) There are no bankruptcy proceedings or other proceedings currently pending or contemplated, and the Company has not been informed of any potential involuntary bankruptcy proceedings;

(6) The Company shall pay all state and local taxes due and owing by the Company to all taxing authorities having jurisdiction over the Property prior to delinquency;

(7) In the event of bankruptcy, receivership, or closure or cessation of operations at the Property, the Company shall maintain the Property in good condition and in compliance with applicable building and property maintenance codes and ordinances;

(8) The Company shall not discriminate against any person on the basis of race, color, national origin, sex, or by reason of being disabled, and shall refrain from violating any applicable local, state, and federal law which may have a material adverse effect on the City's or the SEDC's reputation by virtue of the City's or the SEDC's relationship with Company;

(9) The Company acknowledges that for contracts needing City or SEDC approval, that the City or the SEDC may not accept or enter into a contract until it has received from the Company a completed, signed, and notarized Texas Ethics Commission (the "TEC") Form 1295 from the Company complete with a certificate number assigned by the TEC, pursuant to Texas Government Code Chapter 2252 and the rules promulgated thereunder by the TEC, with a copy of the TEC Form 1295 attached hereto;

(10) Pursuant to Chapter 2264 of the Texas Government Code, the Company certifies that as of the Effective Date of this Agreement and throughout the Term, the Company's business, or a branch, division, or department thereof, does not and will not knowingly employ an undocumented worker (as defined in §2264.001 of the Texas Government Code), and if the Company's business, or a branch, division, or department thereof, is convicted of a violation of 8 U.S.C. §1324a(f) occurring during the Term of this Agreement, the Company shall repay to the SEDC the total amount of the Economic Development Grant Payment paid to the Company under this Agreement, plus interest at agreed rate not later than the one hundred twentieth (120th) day after the date the SEDC notifies the Company of the violation; and it is agreed that for purposes of this subsection, but only if permissible under Chapter 2264 of the Texas Government Code, that:

(a) For the purposes of this Section, "Company's business" shall be limited to the Company's business in Seabrook, Texas;

(b) The Company shall not be liable for a violation of Chapter 2264 of the Texas Government Code by a person or entity with whom the Company contracts;

(c) Neither the Company nor its business, or branch, division, or department thereof, shall be deemed to have been "convicted of a violation" until all appeals have been exhausted and/or the time for all appeals has expired; and,

(d) The date that “SEDC notifies the Company of the violation” may not be earlier than the date that the Company has been “convicted of a violation” as provided in the immediately preceding subsection; and,

(11) For purposes of this Section “agreed rate” shall mean the lesser of:

(a) the Wall Street Journal prime rate announced by and as quoted in Wall Street Journal, from time to time, as its prime commercial rate or, if the Wall Street Journal prime rate ceases to be made available by the publisher, or any successor to the publisher, a similar reference interest rate based on the interest large United States money center commercial banks charge on short term uninsured loans to their most creditworthy borrowers, or

(b) the highest lawful rate.

SECTION 8. DEFAULT

A. The following shall constitute a default by the Company under this Agreement (a “Company Default”):

(1) The appointment of a receiver of the Company, or of all or any substantial part of its property, and the failure of such receiver to be discharged within ninety (90) days thereafter.

(2) The adjudication of the Company as bankrupt.

(3) The filing by the Company of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.

(4) Upon the expiration of the notice and cure period set forth below, a breach of a material representation under this Agreement by the Company.

(5) Upon the expiration of the notice and cure period set forth below, a breach of any material covenant set forth herein.

B. The following shall constitute a default by the SEDC under this Agreement (a “SEDC Default”):

(1) The appointment of a receiver of the SEDC, or of all or any substantial part of its property, and the failure of such receiver to be discharged within ninety (90) days thereafter.

(2) The adjudication of the SEDC as bankrupt.

(3) The filing by the SEDC of a petition or an answer seeking bankruptcy, receivership, reorganization, or admitting the material allegations of a petition filed against it in any bankruptcy or reorganization proceeding.

(4) Upon the expiration of the notice and cure period set forth below, a breach of a material representation under this Agreement by the SEDC.

(5) Upon the expiration of the notice and cure period set forth below, the SEDC’s failure to

pay any Economic Development Grant Payment to the Company in accordance with this Agreement.

(6) Upon the expiration of the notice and cure period set forth below, a breach of the SEDC's obligations set forth in this Agreement.

C. In the event of the occurrence of a breach or default by a Party under this Agreement, as applicable, the non-defaulting Party shall give written notice to the other Parties of such default, and the actions necessary to cure such alleged default, and the defaulting Party shall have sixty (60) days thereafter to cure said default or if the defaulting Party is diligently pursuing the cure of such default but such default is not reasonably curable within sixty (60) days, then the defaulting Party shall have such additional amount of time as is reasonably necessary to cure such default but no more than thirty (30) additional days. Should a default or breach as described herein, remain uncured after such cure period it shall constitute a Company Default or SEDC Default, as applicable, and the non-defaulting Party shall have the right to exercise the remedies set forth below.

SECTION 9. REMEDIES.

A. Upon the occurrence of a Company Default, the SEDC shall have the right to terminate this Agreement by written notice to the Company, in which event the SEDC shall have no obligation to make any future Economic Development Grant Payment to the Company under this Agreement.

B. Upon the occurrence of a SEDC Default, the Company shall have the right to terminate this Agreement by written notice to the SEDC, in which event the Company shall have no further obligations under this Agreement.

C. In addition, and without terminating this Agreement, any Party shall further have the power to enforce specific performance to collect amounts owing by the other Parties under this Agreement or to otherwise compel the other Parties to perform their obligations under this Agreement. Further, any Party shall have the right to bring an action for a declaratory judgment.

D. The SEDC shall be entitled to a refund of any portion of or all Economic Development Grant Payments made to the Company, except as otherwise provided herein, and further provided that the SEDC shall be entitled to recapture any portion of or all Economic Development Grant Payments which were made based upon materially false or fraudulent information certified to or provided by the Company and for which the Company would not otherwise have been entitled. No action shall lie for damages against the Company except that the SEDC shall be entitled to any action to recover any amounts owed by the Company as provided in the foregoing sentence.

E. Upon the occurrence of a SEDC Default, the Company has the right to bring any action to recover any amounts owed to it under this Agreement plus interest from the date due at the agreed amount. In addition, the Company shall have the right to seek a judicial declaration of the appropriate amount of the Economic Development Grant Payment owing to the Company by the SEDC under this Agreement.

F. THE SEDC DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITIES THAT IT MAY HAVE AS NOW EXIST OR MAY BE CREATED UNDER ANY APPLICABLE LAW OR JUDGEMENT.

G. If any legal action or proceeding is commenced by any Party to enforce the provisions of this Agreement or to recover any damages permitted under this Agreement from the breaching Party, the Party entitled to relief shall additionally recovered its reasonable legal fees and costs.

H. The sole and exclusive remedies of the Company for a breach by the SEDC under this Agreement shall be those expressly provided for in this Agreement and the Company hereby waives any other remedies under law or in equity.

I. A Party shall not be deemed to be in default of this Agreement if performance of this Agreement is delayed, disrupted, or becomes impossible because of an event of Force Majeure, but only for so long as the event of Force Majeure reasonably delays, disrupts, or prevents performance.

J. Any delay for any amount of time by a Party in providing notice of default to the other Party shall in no event be deemed or constitute a waiver of such default by such non-defaulting Party of any of its rights and remedies available in law or in equity.

K. Any waiver granted by one Party to another Party shall not be deemed or constitute a waiver of any other existing or future default by such Party or of a subsequent default of the same act or event.

SECTION 10. LIABILITY LIMITATIONS OF THE SEDC

The SEDC is making payments under this Agreement solely and exclusively from the sales tax revenues it receives from the Texas Comptroller and such funds are not financed and will not be financed or otherwise paid from any other source. Under no circumstances shall the obligations of the SEDC hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision. No public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.

SECTION 11. MISCELLANEOUS PROVISIONS

A. Changes in Law. Should a change in law prevent or prohibit the SEDC from complying with or making any payments under this Agreement, the Parties agree to terminate this Agreement; provided, however, that, to the extent feasible and permitted by applicable law, the Parties agree to work together in good faith to modify this Agreement or enter into a new agreement or otherwise provide the Company with a remedy or reasonably equivalent value to otherwise accomplish the purpose of this Agreement, and if the Parties do not agree, then a court may equitably reform this Agreement.

B. Binding Effect. This Agreement will be binding on and inure to the benefit of the Parties and their respective successors and assigns.

C. Assignment, Sale, Merger, or Transfer. Except as provided below, the Company may not assign all or part of its rights under this Agreement to a third party, or otherwise sell, merge, or transfer substantially all its then owned assets to another entity (each, a "Transfer"), without written notice of a Transfer provided by the Company to the SEDC at least thirty (30) days prior to a Transfer.

D. Notice. Notice shall be effective upon receipt or refusal of delivery by the Party to be notified. Any notice or other communication (the "Notice") given under this Agreement shall be in writing, and may be given:

- (1) by depositing the Notice in the United States Mail, postage paid, certified, and addressed to the Party to be notified with return receipt requested;
- (2) by personal delivery of the Notice to the Party;
- (3) by depositing the Notice with Federal Express or another nationally recognized courier service for next day delivery;
- (4) by electronic delivery of the Notice to an e-mail address provided by each Party; or,
- (5) by confirmed facsimile, at a number provided by each Party, only if a copy of the Notice is also given in one of the manners specified in (1), (2), (3), or (4).

E. Notice Contact Information. Unless changed as approved in writing by all Parties, for the purposes of the Notice, the contact information of the Parties is as follows:

For the SEDC:

Seabrook Economic Development Corp.
Attn: Executive Director
1700 1st Street
Seabrook, Texas 77586

For the Company:

Seabrook Retail, LLC
6002 Richmond Ave
Ste 200
Houston, TX 77057

F. Interpretation. Each of the Parties has been represented by counsel of its choosing in the negotiation and preparation of this Agreement. In the event of any dispute regarding the interpretation of this Agreement, this Agreement will be interpreted fairly and reasonably and neither more strongly for or against, either Party based on draftsmanship.

G. Relationship of the Parties. This Agreement shall not be construed as establishing a partnership or joint venture, joint enterprise, express or implied agency, or employer-employee relationship between the Parties. Neither Party, nor either's past, present, or future elected officials, officers, directors, employees, or agents, assume any responsibility or liability to any third party in connection with the development of the Property or the design, construction, or operation of any portion of the Property.

H. Applicable Law and Venue. This Agreement is made, and will be construed and interpreted, under the laws of the State of Texas without regard to any conflicts of law provision, and venue will lie in a state district court in Harris County, Texas. The Parties consent to, and waive any objection to, in person jurisdiction in Harris County, Texas.

I. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable in any respect under present or future laws, the remainder of this Agreement shall not be affected so long as the intent, purpose, and benefits of this Agreement are not affected in any manner materially adverse to either Party hereto. This Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, and in lieu of each provision

that is found to be illegal, invalid or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable, is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable, and effects the intent, purpose, and benefits of this Agreement.

J. Paragraph Headings. The paragraph headings contained in this Agreement are for convenience only and will in no way enlarge or limit the scope or meaning of the paragraphs.

K. No Third-Party Beneficiaries. This Agreement is not intended to confer any rights, privileges, or causes of action upon any third party.

L. Counterparts. This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be deemed an original, but all of which will constitute the same instrument. A signature transmitted by facsimile or email will be deemed to be an original signature for all purposes. As used in this Section, "signature" includes an electronic signature.

M. Exhibits. The following exhibits are attached to and incorporated into this Agreement and made a part of this Agreement for all purposes as if they were set forth herein in their entirety:

- Exhibit A - Grant Application & Program/Proposal Description;
- Exhibit B - Capital Investment and Leased Space Certification;
- Exhibit C - Disclosure of Leased Property Space Information;
- Exhibit D - Form 1295; and
- Exhibit E - Resolution.

N. Entire Agreement. This Agreement embodies the complete agreement of the Parties, superseding all oral or written, previous and contemporary, agreements between the Parties relating to matters in this Agreement; and, except as otherwise provided herein, this Agreement cannot be modified or amended without a written agreement of the Parties.

O. Confidentiality. This Agreement is subject to the Texas Public Information Act and will be considered "public information" after consideration by the SEDC at a posted meeting by either body. However, the SEDC will use all appropriate measures to keep the information contained in and related to this Agreement confidential until such time as the Texas Public Information Act requires the SEDC to disclose the applicable contents of this Agreement. To the maximum extent permitted by law, the SEDC and its respective elected officials, officers, directors, employees, agents, and contractors retained to perform economic development services for the SEDC (the "SEDC Related Parties"): (i) shall use all appropriate measures to maintain the confidentiality of all sales tax information filed by the Company and/or its respective tenants, subtenants and/or licensees, as applicable, with the State of Texas and all other information regarding the Sales Tax Revenue generated by the Property; (ii) shall treat as confidential any other proprietary or financial information of the Company and/or its respective tenants, subtenants, and/or licensees and shall not release any of the foregoing information to the public, unless required by law or court order. The SEDC shall notify the Company as a third-party under the Texas Public Information Act of requests, Attorney General Opinions, and court orders to release such information pursuant to the Texas Public Information Act. The SEDC shall be permitted to disclose the foregoing information to the SEDC Related Parties as the SEDC, in its discretion deems appropriate in furtherance of the purposes of this Agreement, so long as such disclosure is made subject to compliance by such SEDC Related Parties with the terms of this Section. This Section is not meant to prevent the

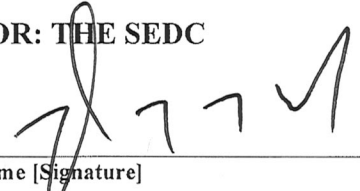
SEDC from complying with the Texas Public Information Act, as it may be amended.

P. Time is of the essence in this Agreement.

SIGNATURES

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, enter into and execute this Agreement effective as of the dates set forth below.

FOR: THE SEDC

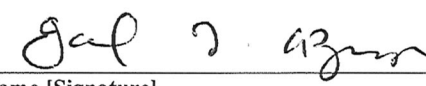

Name [Signature]

PAUL R. DUNPHEY
Name [Printed]

PRESIDENT
Title

2/13/25
Date

FOR: THE COMPANY


Name [Signature]

Jay F. Azimber
Name [Printed]

Managing Member
Title

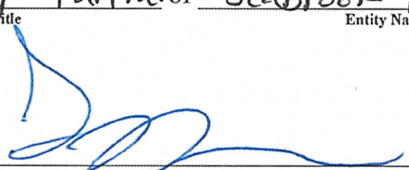
2/5/25
Date

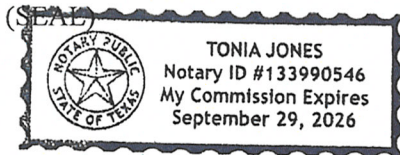
ACKNOWLEDGEMENTS

FOR THE SEDC

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 5th day of Feb 2025,
by Javad Azimpoor Managing Partner of Seabrook Retail LLC
Name Position/Title Entity Name
for and on behalf of said Entity.


Notary Public in and for the State of Texas

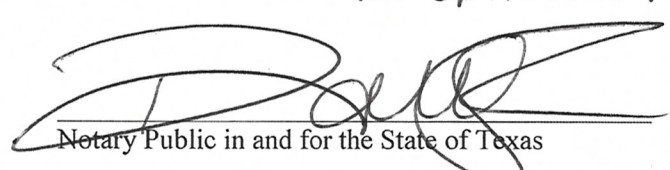


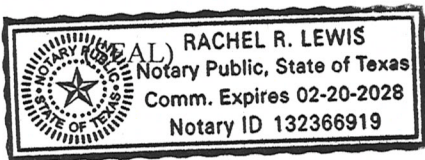
My Commission Expires: Sept. 29, 2026

FOR THE COMPANY

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the 13th day of February 2024,
by Paul Dumphy President of Seabrook Economic Development Corporation
Name Position/Title Entity Name
for and on behalf of said Entity.


Notary Public in and for the State of Texas



My Commission Expires: 2/20/2028

EXHIBIT A – GRANT APPLICATION & PROGRAM DESCRIPTION

EXHIBIT B - CAPITAL INVESTMENT AND LEASED SPACE CERTIFICATION

Re: ECONOMIC DEVELOPMENT AGREEMENT MADE BY AND AMONG THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION AND SEABROOK RETAIL, LLC.

This Capital Investment and Jobs Certification is being delivered **Seabrook Retail, LLC** (the "Company") in connection with that certain Economic Development Agreement made by and among the Seabrook Economic Development Corporation (the "SEDC"), and the Company effective as of _____, **2025** (the "Agreement"). All terms used herein have the meanings ascribed to them in the Agreement unless otherwise defined herein.

The undersigned hereby certifies to the SEDC that:

1. I am a duly authorized representative of the Company to execute this Capital Investment Certification and Leased Space Certification document.
2. The Company will make a capital investment of not less **Sixty-eight thousand three hundred fifty-five and 00/100 dollars (\$68,355.00)** on the property located at 2622 NASA Parkway, Seabrook, Texas 77586 including, without limitation, hard and soft construction costs relating to the Program as described in the Agreement.
3. The Company will create or cause to be created at least **50% rate of occupied lease space in the center** (as defined in the Agreement) related to the Program on the Property as described in the Agreement, and as evidenced by 3rd party certification(s) form attached to the Agreement.

FOR THE COMPANY:

BY:

Jared Azimpor
NAME - SIGNATURE

Jared Azimpor
NAME - PRINTED

Managing Member
TITLE

DATE 2/5/, 2025

EXHIBIT C – DISCLOSURE OF LEASED PROPERTY SPACE INFORMATION
AGREEMENT FOR DISCLOSURE OF LEASED PROPERTY SPACE INFORMATION

This Agreement for Disclosure of Leased Property Space Information (this “Agreement”) is entered into by and among the Seabrook Economic Development Corporation (the “SEDC”), and **Seabrook Retail, LLC** (the “Tenant”) for the purposes indicated herein.

The undersigned Tenant hereby authorizes the property owner (“Landlord”) of the leased premises located at **2622 NASA Parkway**, Seabrook, Texas 77586 (the “Property”) to disclose to the SEDC any and all information related to the leased space, including but not limited to:

1. The square footage of the leased space.
2. Lease commencement and termination dates.
3. Rental payment terms and obligations.
4. Any amendments, extensions, or modifications to the lease agreement.

The undersigned Tenant understands and agrees that this disclosure will be made by the Landlord to the SEDC on an ongoing basis as needed, beginning on the date this Agreement is executed. The Tenant waives any and all rights to confidentiality of lease-related information to the extent, and only to the extent, necessary to permit the Landlord to release and disclose the requested information to the SEDC for the purposes outlined in this Agreement.

The SEDC agrees that it will use the lease information disclosed by the Landlord pursuant to this Agreement solely and exclusively for the purposes related to that certain Economic Development Agreement by and among the SEDC.

SIGNED AND AGREED TO on this ____ day of _____, 2025

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE TO DISCLOSURE OF CONFIDENTIAL LEASE INFORMATION

AGREEMENT FOR DISCLOSURE OF CONFIDENTIAL LEASE INFORMATION

THE TAXPAYER

Jay Azimpoor
Name [Signature]

Jay Azimpoor
Name [Printed]

Managing Partner
Title

2/7/25
Date

THE SEDC

[Signature]
Name [Signature]

PAUL R. DUNPHY
Name [Printed]

PRESIDENT
Title

2/13/25
Date

EXHIBIT D – FORM 1295 (IF NECESSARY)

EXHIBIT E – RESOLUTION



Agenda Briefing

Date of Meeting: March 4, 2025

Responsible Department: Community Development

Presenter: Gayle Cook, City Manager

Briefing Prepared By: Sean Landis

Strategic Focus Area:

General Information:

Consider and take all appropriate action on the first reading of Ordinance # 2025-05, a request for approval of amendments to the “World Class Freezer Facility Planned Unit Development (PUD)”.

Executive Summary / Background:

Camfield Partners, LLC. is requesting approval for an amendment to the World Class Freezer Facility Final Planned Unit Development (Final PUD). The proposed amendments include several key changes to the original development plan. First, the size of the freezer warehouse will be reduced from 134,632 square feet to 72,000 square feet, with the revised design capable of accommodating 10 individual businesses.

Additionally, the site layout will be reconfigured by relocating the warehouse from its centralized position to the northern property line. The drainage detention pond will also be moved to the southern boundary of the property, creating a buffer between the site and the adjacent hotel and commercial properties.

Other proposed changes involve access points and parking provisions. A new ingress/egress point will be added at the southwest corner of the property, providing direct access to S.H. 146. This new access point will eliminate the need for two access points from Old S.H. 146. The parking lot will be modified to include 31 tractor trailer parking spaces, 30 tractor trailer loading spaces, and 38 vehicle parking spaces to accommodate the revised facility design.

The Planning and Zoning Commission recommended approval of the Final PUD at its special meeting on August 6, 2024. The commission included a condition that an 8’-0 tall masonry/concrete wall be constructed along the entire property line adjacent to the commercial hotel parcel to provide proper screening from neighboring properties. The City Council also approved the request at its special meeting on the same date, with the same condition regarding the screening wall.

The proposed site is currently undeveloped and situated between a large warehouse facility, Gulf Winds International, to the north and a gas station/convenience store along

with a limited-service hotel to the south. While the site is zoned (C-2) Commercial Medium, the surrounding areas to the north and northeast are zoned (LI) Light Industrial. The proposed use aligns with the surrounding industrial uses, and a larger industrial warehouse (Transwestern) has recently been built across Old Highway 146 to the northeast. Further warehouse developments are expected along Old Highway 146, which may eventually include a Port of Houston-developed warehouse project. The proposed freezer facility, Final PUD, follows the city's Comprehensive Master Plan. The development aims to promote high-quality development in Seabrook by providing flexibility to address various site characteristics, constraints, locations, and land uses.

Funding / Fiscal Information:

Supporting Materials Attached:

1. Application
2. Official Report
3. Staff Presentation
4. Ordinance 2025-05
5. Ordinance 2025-05 Exhibit B
6. Ordinance 2024-17 World Class Freezer Facility PUD

Prior Action / Review by Council, Boards, Commissions:

The Planning and Zoning Commission, at their January 30, 2025 meeting, recommended by unanimous consent the approval of the proposed amendments to the World Class Freezer Facility Planned Unit Development.

Staff Recommendation:



Application for Land Development Permit

****Incomplete applications cannot be processed****

☐ Zoning Change ☐ Text Change ☐ Zoning Variance ☐ Planned Unit Development
☐ Conditional Use Permit ☐ Subdivision Plat ☐ Preliminary ☐ Final ☒ Amending

APPLICANT INFORMATION Check appropriate box(es)

Name: Camfield Partners, LLC E-Mail: kjackson@camfieldpartners.com
Address: 8895 Research Drive, Suite 200 Fax #: 949-707-0034
City: Irvine
State: CA ZIP: 92618 Phone: 213-700-7741

Applicant is ☐ Owner of property ☒ Agent for Owner ☐ Agent for Purchaser ☐ Purchaser ☐ City of Seabrook

If Applicant is acting on behalf of Owner in this application, Owners signature below authorizes this application.

Owner(s): Unit Cold Houston, LLC Signature: _____
Date: _____ Signature: _____

Owner(s) Mailing address(es): Phone #: _____
Name: Unit Cold Houston, LLC Name: _____
Address: 108 Airport Road, Suite 202 Address: _____
City: Westerly City: _____
State: RI Zip: 02891 State: _____ Zip: _____

PROPERTY INFORMATION

Property Address: 5760 Old Hwy. 146, Seabrook, TX (Requested Address)
Legal Description: Lot _____ Block Por of Block 1
Addition RES A BLK 1 BAYPORT LOGISTICS CENTER PH 2
(You may attached Metes & Bounds description from your Deed if available)

Current Zoning Classification: Commercial-Medium (Available from Building Department)
Current Use of Property: Vacant Land (Be specific)

Number of existing Driveways: 2 - Dirt

General Dimensions of Property: Width: 766' Depth: 495' Land Area: _____ Sq. Feet: _____ Acres: 7.2

Adjoining Uses: North Logistics South Small Hotel & Gas Station
 East Industrial Warehouse West New Hwy. 146
Adjacent Streets: North None South None
 East Old Hwy 146 West New Hwy. 146

Is the property served with: City Water? ☒ Yes ☐ No City Sewer? ☒ Yes ☐ No

OWNER/AGENT AFFIDAVIT

I have read and understand this application. I have familiarized myself with the applicable regulations, ordinances, and procedures and submit this application and accompanying documentation for consideration by the Planning Commission, Board of Adjustment, or the City Council of the city. I certify that I am the legal owner or agent of the Owner and have written or other legal authority to make this application.

Signed: [Signature] Date: 12-18-2024

**ALL FEES MUST BE PAID AT THE TIME APPLICATION IS SUBMITTED
FEES ARE NON-REFUNDABLE OR TRANSFERABLE**

PLANNED UNIT DEVELOPMENT (PUD) TEXT CHANGE REQUEST

Text Change Request: Please state the section of the (PUD) for which you are requesting a text change and the exact change in text you are requesting.

Camfield Partners, LLC proposes to develop a world class freezer facility on an approximately 7.2 acre site located at 5760 Old Highway 146 (requested address), north of Red Bluff Road. The property is currently zoned as Commercial Medium.

Our request through the Planned Unit Development (PUD) process is to modify the zoning to a Light Industrial zone for the proposed building. Properties adjacent to the North and East are currently light industrial uses and our site lends itself well to a similar use.

Water table and soil chemistry issues on the site require significant mitigation costs, such that most dry warehousing or even commercial uses cannot afford those costs. Within the spectrum of uses that make up Light Industrial, only a freezer facility can affordably absorb such costs.

Benefits for the City of Seabrook include but are not limited to:

1. An undeveloped site with a very low property tax basis will be converted to a highly improved facility with a value of \$35M plus.
2. Access comes off Old Highway 146 as well as new Highway 146.
3. Facility will employ approximately 70 new employees, not employees relocated from other facilities.
4. As the northernmost property in the City of Seabrook, the project is willing to work with Seabrook officials on identity/exposure that benefits both facility operator and the City of Seabrook.

Planning & Zoning Commission OFFICIAL REPORT

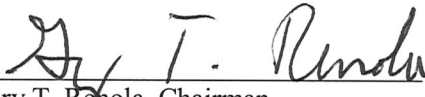
The Planning and Zoning Commission of the City of Seabrook met on JANUARY 30, 2025 to hold a meeting to consider:

Consider and take all appropriate action on a request for approval of amendments to the "World Class Freezer Facility Planned Unit Development".

THE PLANNING & ZONING COMMISSION MADE THE FOLLOWING RECOMMENDATION:

APPROVAL ☒ APPROVAL WITH AMENDMENTS/CONDITIONS (SEE BELOW) ☐ DENIAL ☐
by a concurring vote of a majority of members of the Planning and Zoning Commission present at the meeting on JANUARY 30, 2025, as designated below and as certified by the signature of the Chairman.
This document is not valid unless signed by the Chairman/Presiding Commissioner.

<u>VOTE:</u>	<u>AYE</u>	<u>NAY</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>INITIAL</u>
Gary Renola	GTR				
Scott Reynolds	CSR				
Ed Klein	EK				
Guy Rodgers	GR				
Rhonda Thompson	RT				
Jared Justus	JJ				
Byron Hanssen	BH				


Gary T. Renola, Chairman
Planning & Zoning Commission

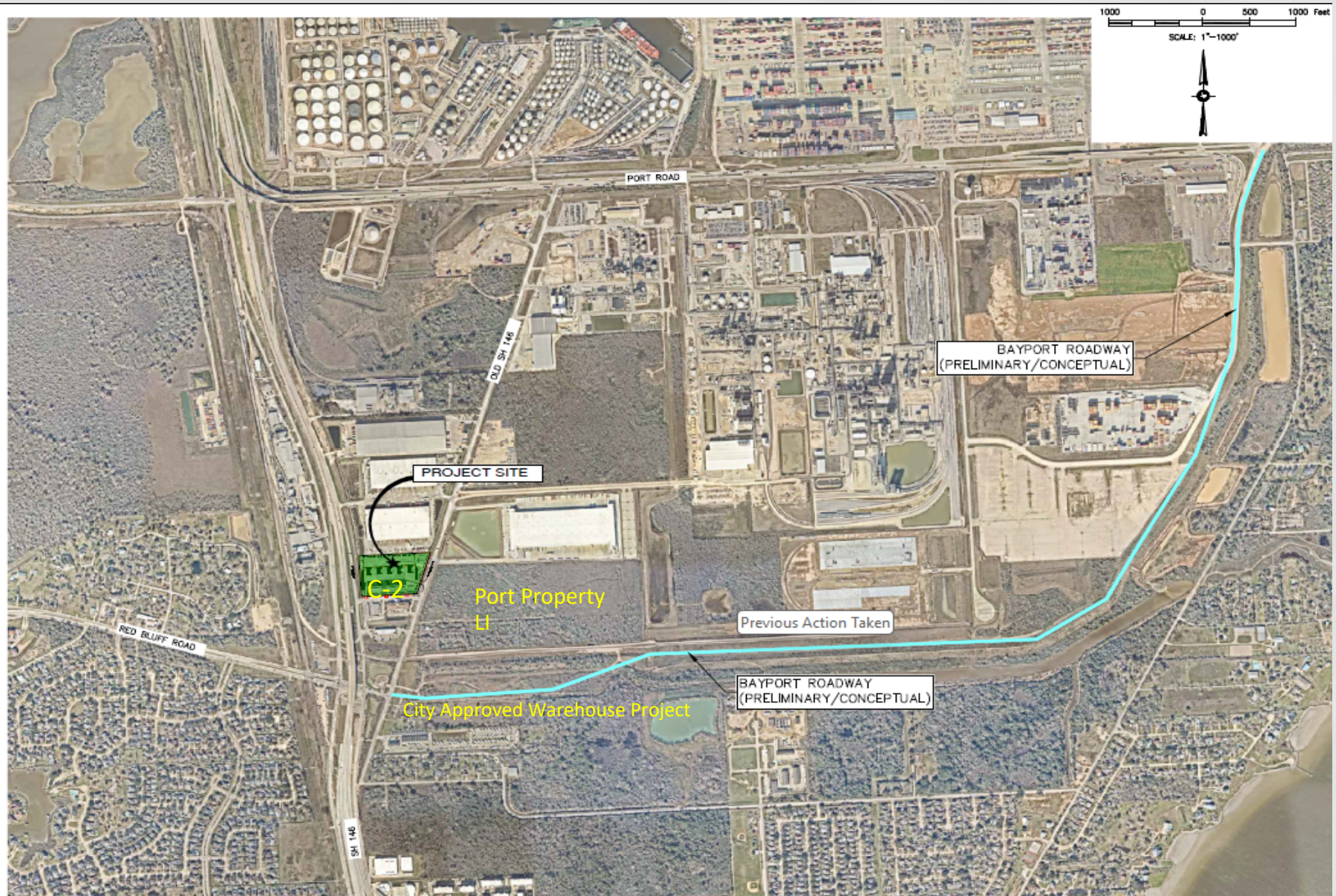
ATTEST:


Kiarra Bellow
Administrative Assistant

Request to Amend the World Class Freezer Facility Final Planned Unit Development (PUD)

City Council
Meeting
March 4, 2025







Previous Action Taken

The Planning and Zoning Commission recommended approval of the Final PUD at its special meeting on August 6, 2024. The commission included a condition that an 8'-0" tall masonry/concrete wall be constructed along the entire property line adjacent to the commercial hotel parcel to provide proper screening from neighboring properties. The City Council also approved the request at its special meeting on the same date, with the same condition regarding the screening wall.

Requested Action

Camfield Partners, LLC. is requesting approval for an amendment to the World Class Freezer Facility Final Planned Unit Development (Final PUD). The proposed amendments include several key changes to the original development plan. First, the size of the freezer warehouse will be reduced from 134,632 square feet to 72,000 square feet, with the revised design capable of accommodating 10 individual businesses. Additionally, the site layout will be reconfigured by relocating the warehouse from its centralized position to the northern property line. The drainage detention pond will also be moved to the southern boundary of the property, creating a buffer between the site and the adjacent hotel and commercial properties.

Other proposed changes involve the access points and parking provisions. A new ingress/egress point will be added at the southwest corner of the property, providing direct access to S.H. 146. This new access point will eliminate the need for two access points from Old S.H. 146. The parking lot will be modified to include 31 tractor trailer parking spaces, 30 tractor trailer loading spaces, and 38 vehicle parking spaces to accommodate the revised facility design.

Approved Building and Site Rendering

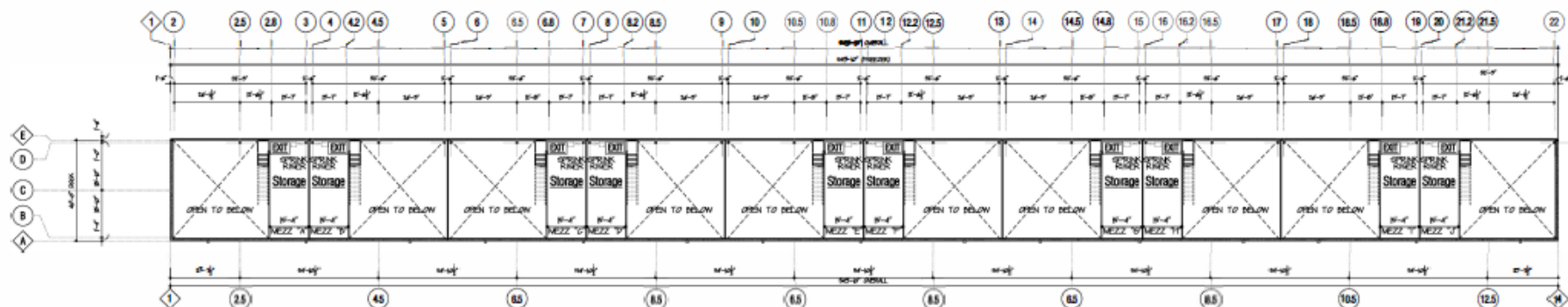
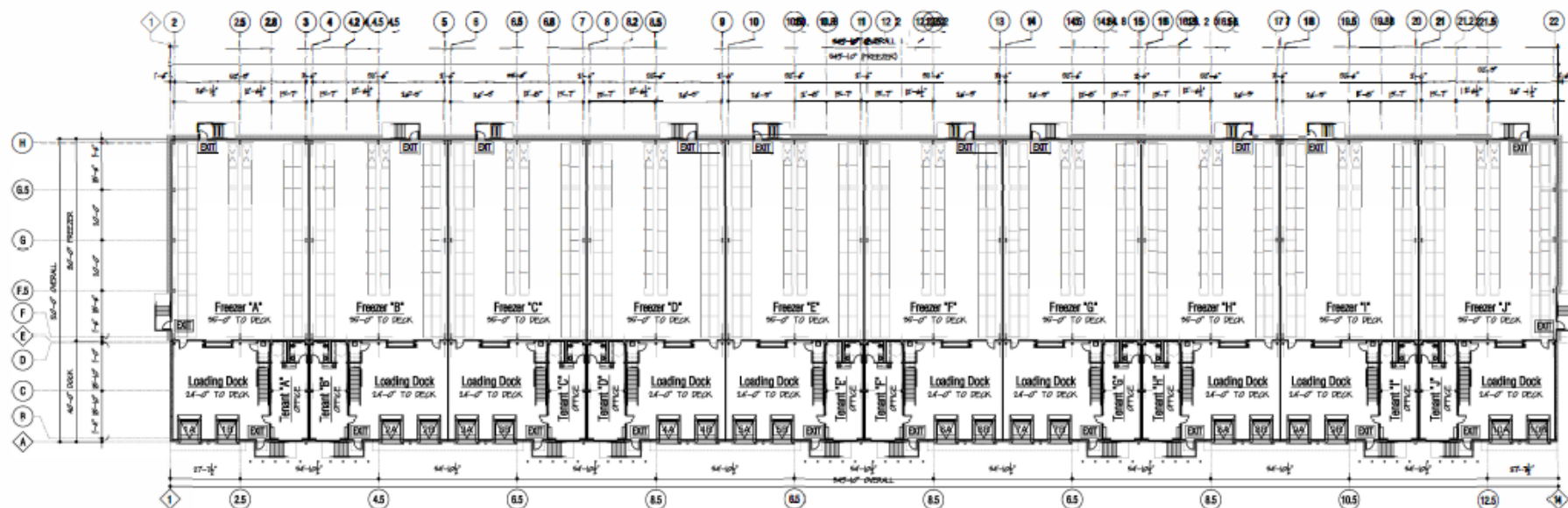




Amended Building and Site Rendering







Recommendation

The Planning and Zoning Commission, at their January 30, 2025 meeting, recommended by unanimous consent the approval of the proposed amendments to the World Class Freezer Facility Planned Unit Development.

Questions?

ORDINANCE NO. 2025-05
AMENDMENTS TO WORLD CLASS FREEZER FACILITY (PUD)
“PLANNED UNIT DEVELOPMENT”

AN ORDINANCE AMENDING ORDINANCE 2024-17 FOR UPDATE REVISIONS TO “WORLD CLASS FREEZER FACILITY (PUD) PLANNED UNIT DEVELOPMENT, CONSISTING OF 7.19 ACRES SITUATED IN ABSTRACT 52, OF THE RITSON MORRIS SURVEY, IN SEABROOK, HARRIS COUNTY, TEXAS, GENERALLY LOCATED WEST OF OLD STATE HIGHWAY 146, EAST OF STATE HIGHWAY 146, NORTH OF RED BLUFF ROAD, AND SOUTH OF PORT ROAD; BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT “A”, ATTACHED HERETO, BY REVISING THE EXISTING PLANNED UNIT DEVELOPMENT (“PUD”) PLAN REGULATIONS, RESTRICTIONS, TERMS AND CONDITIONS, (“PLAN”), MORE PARTICULARLY DESCRIBED IN EXHIBIT “B”; ATTACHED HERETO; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; AND PROVIDING FOR SEVERABILITY AND NOTICE.

WHEREAS, the owner, Unit Cold Houston, LLC, (“Owner”) has requested an amendment to Ordinance 2024-17 “World Class Freezer Facility “PUD” (Planned Unit Development) consisting of approximately 7.19 acres located west of Old State Highway 146, east of State Highway 146, north of Red Bluff Road, and South of Port Road; and being out of land situated in the Ritson Morris Survey, Abstract 52, Harris County, Texas (the “Property”), with the Property being more particularly depicted and described in the attached “Exhibit A”, (the “Property”), which is incorporated by reference for all purposes; by revising the existing PUD Site Plan and General Provisions and related terms, provided in the attached “Exhibit B”, (the “Plan”), which is incorporated by reference for all purposes; and

WHEREAS, the Planning and Zoning Commission of the City of Seabrook has conducted a public hearing, received input from staff and has issued its final report recommending approval of the subject PUD amendments; and

WHEREAS, all required hearings on this matter have been held, all criteria have been established for consideration by the City Council, and the applicant has agreed to comply with all ordinances of the City of Seabrook;

WHEREAS, the City Council of the City of Seabrook is continually reviewing the provisions of the City Code of Ordinances relating to land use, regulation, and other circumstances which generally impact the health, safety and well-being of residents, citizens and inhabitants; and

WHEREAS, as a result of the said public hearings and the recommendation of the Planning and Zoning Commission as contained in its final report, the City Council hereby finds and determines that the proposed amendments to Ordinance 2024-17 “World Class Freezer Facility” “PUD” (Planned Unit Development), as provided herein, would not be detrimental to the community, and is in conformance with the zoning ordinance and comprehensive plan for development of the City;

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

SECTION 1. FINDINGS.

The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2. AMENDMENT TO ORDINANCE 2024-17 “WORLD CLASS FREEZER FACILITY” “PUD” (PLANNED UNIT DEVELOPMENT).

The Plan made based on Ordinance 2024-17 is hereby amended as referenced in the identified revisions attached hereto as Exhibit “B” (the “Plan”).

SECTION 3. REVISION

This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Seabrook, or prior Ordinance 2024-17, save and except the amendments permitted herein of said Property as described in Exhibit “B” hereof.

SECTION 4. INCORPORATION INTO THE CODE; PENALTY CLAUSE.

This ordinance is hereby incorporated and made a part of the Seabrook City Code. Violation of this Ordinance is subject to the penalty section of said Code including, Section 11.06, “Criminal Enforcement” which provides that any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000.00. Each day of violation shall constitute a separate offense. Additionally, should the subject PUD project fail to meet any schedule as approved herein, or otherwise fail to comply with this Ordinance, the PUD Plan, the PUD classification, and all related permits shall be terminated as provided by law.

SECTION 5. REPEAL OF CONFLICTING ORDINANCES.

All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are hereby expressly repealed. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Seabrook, save and except the change in zoning classification and specific uses/structures approved in the Plan, as provided herein.

SECTION 6. SEVERABILITY.

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

SECTION 7. NOTICE.

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

PASSED AND APPROVED on first reading with a quorum present, by an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City Charter Section 2.10 on this 4th day of March, 2025.

PASSED, APPROVED, AND ADOPTED on final reading with a quorum present, by an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City Charter Section 2.10 on this 18th day of March, 2025.

[SIGNITURES FOLLOW]

BY: _____
Thomas G. Kolupski
Mayor

ATTEST:

By: _____
Rachel Lewis, TRMC
City Secretary

APPROVED AS TO FORM:

By: _____
David Olson
City Attorney

[EXHIBITS FOLLOW]

Exhibit “A” to Ordinance No. 2025-05

The Property – Metes & Bounds
7.19 acres

Legal Description:

Tract 1. Being Restrictive Reserve “A” (being 4.6900 acres) in Block One (1) of the Bayport Logistics Center, Phase Two (2), an addition to the City of Seabrook, in the Ritson Morris Survey, Abstract Number 52, in Harris County, Texas, according to the map or plat thereof recorded at Film Code Number 662034 of the Map Records of Harris County, Texas.

Tract 2. Being a tract or parcel of land containing 2.500 acres, in the Ritson Morris Survey, Abstract 52, Harris County, Texas, said tract being out of and part of a certain 19.4174 acres tract of land, described in those certain Warranty Deed(s) from Vannie E. Cook, Jr., to John B. Carter, Jr., recorded under Harris County Clerk’s File No(s). D-486035 and D-486036.

Exhibit “B” to Ordinance No. 2025-05

Planned Unit Development

Ordinance 2025-05
Exhibit B
Local Support Multi Tenant
Freezer Facility
Amended Planned Unit Development

Prepared for:
Unit Cold Storage

Prepared by:
Camfield Partners, LLC
RKB Architects, Inc.

Contents

- I. Introduction
- II. Project Description
 - a. Site Analysis
 - b. Compliance with Comprehensive Plan
 - c. Justification
 - d. Industrial Development
- III. Zoning
 - a. Proposed Zoning
 - b. Land Use Table
- IV. Development Regulations
 - a. Architectural Standards
 - b. Street and Circulation
 - c. Permitted Land Uses
 - d. Setbacks
 - e. Landscaping
 - f. Signage
- V. Utilities
- VI. Development Schedule
- VII. Exhibits

I. INTRODUCTION

The proposed new freezer facility Planned Unit Development (PUD) was prepared on behalf of Unit Cold Storage, pursuant to Appendix A, Article 4.10, Planned Unit Developments in the Seabrook, TX Code of Ordinances. The purpose of the PUD is to encourage flexibility in the use and development of land in order to promote the most appropriate uses, subject to development standards coordinated with the necessary public services and facilities.

The local support freezer facility is located at 5760 Old Highway 146 with New Highway 146 to the west, between Port Road on the north and Red Bluff Road to the south in an industrial/commercial area of Seabrook as seen on the Area Location Map (Exhibit A).

II. PROJECT DESCRIPTION

a. Site Analysis

The site currently is vacant land located between a large industrial park to the north and a gas station/convenience store and small hotel to the south. While currently zoned Commercial Medium, the larger sites immediately to the north and east are Light Industrial zoned and the proposed use is consistent with those uses. A much larger industrial warehouse has recently been constructed across Old Highway 146 to the east and additional industrial development is proposed.

The site consists of 2 adjacent legal parcels totaling approximately 7.2 acres with 2 existing dirt driveway access points from Old High 146. One driveway will be eliminated and the southern driveway will be adjusted to fit access needs and fully improved per City of Seabrook and TxDOT requirements. The site will also be accessed by a reciprocal easement on the SW corner of the site, allowing access to New Highway 146 without using the old highway.

The site has been platted as 2 separate parcels but will be re-platted prior to development to create a single parcel.

Due to a high water table and challenging soil conditions, very few commercial developments can afford the remedial requirements of the

site. Unique among light industrial development, a freezer is one of the only economic models that can address those special site conditions.

b. Compliance with Comprehensive Plan

The proposed new freezer facility PUD is in compliance with the Comprehensive Plan as it addresses important infill development on a site that makes sense to be industrial with a use that helps the City with its revenue goals with a very high valuation for the size of the facility.

c. Justification

The intent of the PUD is to encourage high-quality development in the City of Seabrook by providing additional flexibility to take advantage of various site characteristic, constraints, location and land uses. This document establishes various development standards that exceed the minimum requirements for industrial properties.

The PUD will meet or exceed the minimum requirements of the Code of Ordinances through specific design and engineering standards.

d. Industrial Development

The Port of Houston, ranked 5th nationally in port size, is actually larger in vessel calls than others and growing in the coveted container category. As agricultural and aquacultural trade with South and Central America grows, Houston is becoming the hub of that activity.

But unlike dry warehouse development, this local support, small unit freezer facility is essentially a collection of 10 large pieces of equipment, similar in function to your home freezer but in the form of a building. Designed for smaller, local companies or those with regional needs, the facility will accommodate up to 10 different companies, all with incredible access from the Port of Houston to serve the entire metro Houston area. For communities close to large ports with a large share of the city budget coming from property taxes, this type of facility dwarfs a dry warehouse for valuation purposes.

III. ZONING

The proposed zoning of the tracts will be an overlay Planned Unit Development allowing for a light industrial use.

IV. DEVELOPMENT REGULATIONS

- a. All development standards established by either the approved PUD or Seabrook Code of Ordinances shall be complied with as of the date of approval.
- b. Exhibits A-1 through L-2 show proposed designs of the facility as well as site planning for parking, storm water detention and trucking operations.
- c. One new driveway from Old Highway 146 shall serve as the only ingress and egress for the facility, eliminating one existing driveway. An existing easement at the SW corner shall be used by the facility as the 2nd access point.
- d. The building is proposed to be approximately 72,000 square feet with a maximum height of 40 feet. All required setbacks will be maintained.
- e. Landscaping shall meet or exceed Seabrook Code of Ordinances.
- f. Signage shall meet the Seabrook Code of Ordinances.

V. UTILITIES

All onsite utilizes shall be designed and constructed per Seabrook requirements. All utility needs are available to be served by the appropriate provider.

VI. DEVELOPMENT SCHEDULE

It is anticipated that after the entitlement process is completed, there will be a 4-6 month design period followed by a 14-18 month construction period, mainly subject to weather conditions and available construction components.

VIII. EXHIBITS

- a. D-1 – Building Rendering – View from Old Highway 146
- b. D-2 – Building Rendering – View from N Highway 146 to Galveston Bay
- c. D-3 – Rendering Site Plan
- d. D-4 – Overall Floor Plan
- e. D-5 – Rendered Elevations
- f. D-6 – Building Materials
- g. D-7 – Site Setback Plan
- h. D-8 – Site Signage Plan
- i. D-9 – Area Location Map Aerial
- j. D-10 – Aerial Exhibit
- k. D-11 Legal Description
- l. D-12 – Landscape Plan
- m. D-13 – Utility Plan



CamfieldPartners
Building Corporate Homes for Successful Businesses



View From Old Highway 146

PUD Amendment 1

Exhibit “D-1”

Seabrook, TX

Building Rendering



CamfieldPartners
Building Corporate Homes for Successful Businesses



 **AIRPIX**
VISUALIZATIONS

View From N Highway 146 to Galveston Bay

PUD Amendment 1

Exhibit “D-2”

Seabrook, TX

Building Rendering

RKB

zero campanelli drive, braintree, ma 02184

www.rkbarch.com

December 4, 2024

ds 8.00B

2417
Page 251 of 296



CamfieldPartners
Building Corporate Homes for Successful Businesses

Building Calculations

AREA PER FREEZER 4,400 GROSS SF
4,400 GROSS SF X 10 FREEZERS
TOTAL FREEZER = 44,000 GROSS SF.

AREA PER DOCK/OFFICE = 2,200 GROSS SF.
2,200 GROSS SF. X 10 DOCK/OFFICES
TOTAL DOCK = 22,000 GROSS SF.

Total Footprint = 66,000 g.s.f.

AREA PER STOR MEZZ = 622 GROSS SF.
622 GROSS SF. X 10 STOR MEZZ
TOTAL STOR MEZZANINE = 6,220 GROSS SF.

Total Area = 72,220 g.s.f.
INCLUDING STOR MEZZANINE

Pallet Calculations

TYPICAL FREEZER
100 PALLETS X PER LEVEL
100 PALLETS X 4 HIGH = 400 PALLETS
400 TOTAL PALLETS
400 PALLETS X 10 FREEZERS
4,000 TOTAL PALLETS

**PUD Amendment 1
Exhibit “D-3”**

**Seabrook, TX
Rendered Site Plan**





CamfieldPartners
Building Corporate Homes for Successful Businesses

Building Calculations

AREA PER FREEZER 4,400 GROSS SF
4,400 GROSS SF X 10 FREEZERS
TOTAL FREEZER = 44,000 GROSS SF.

AREA PER DOCK/OFFICE = 2,200 GROSS SF.
2,200 GROSS SF. X 10 DOCK/OFFICES
TOTAL DOCK = 22,000 GROSS SF.

Total Footprint = 66,000 g.s.f.

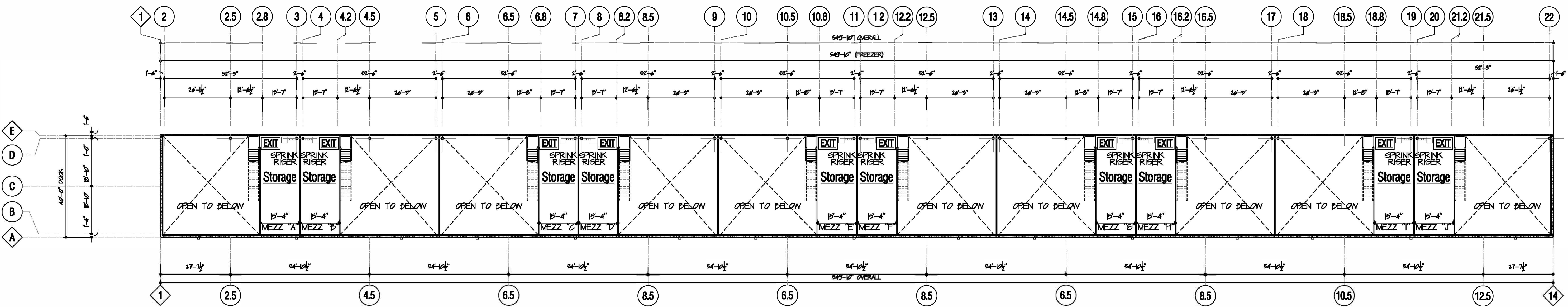
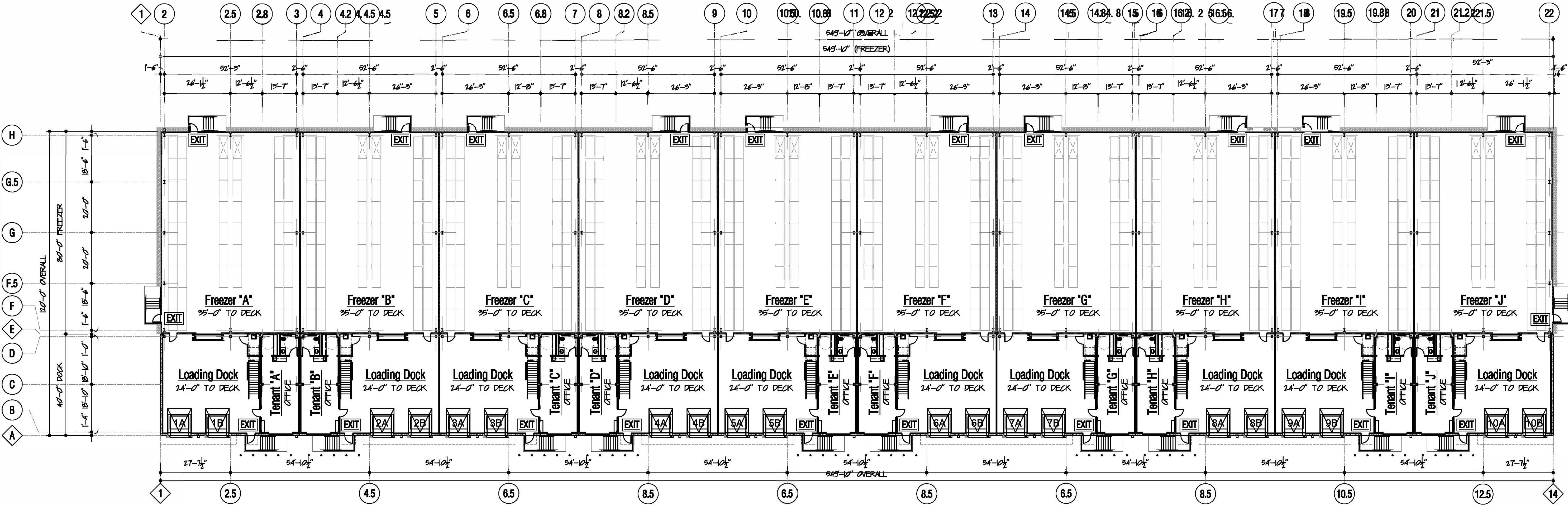
AREA PER STOR MEZZ = 622 GROSS SF.
622 GROSS SF. X 10 STOR MEZZ

TOTAL STOR MEZZANINE = 6,220 GROSS SF.

Total Area = 72,220 g.s.f.
INCLUDING STOR MEZZANINE

Pallet Calculations

TYPICAL FREEZER
100 PALLETS X PER LEVEL
100 PALLETS X 4 HIGH = 400 PALLETS
400 TOTAL PALLETS
400 PALLETS X 10 FREEZERS
4,000 TOTAL PALLETS



PUD Amendment 1
Exhibit "D-4"
Seabrook, TX

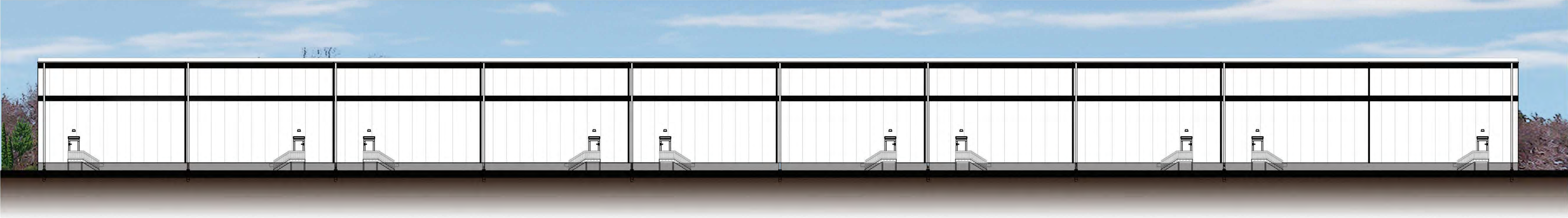
Overall Floor Plan



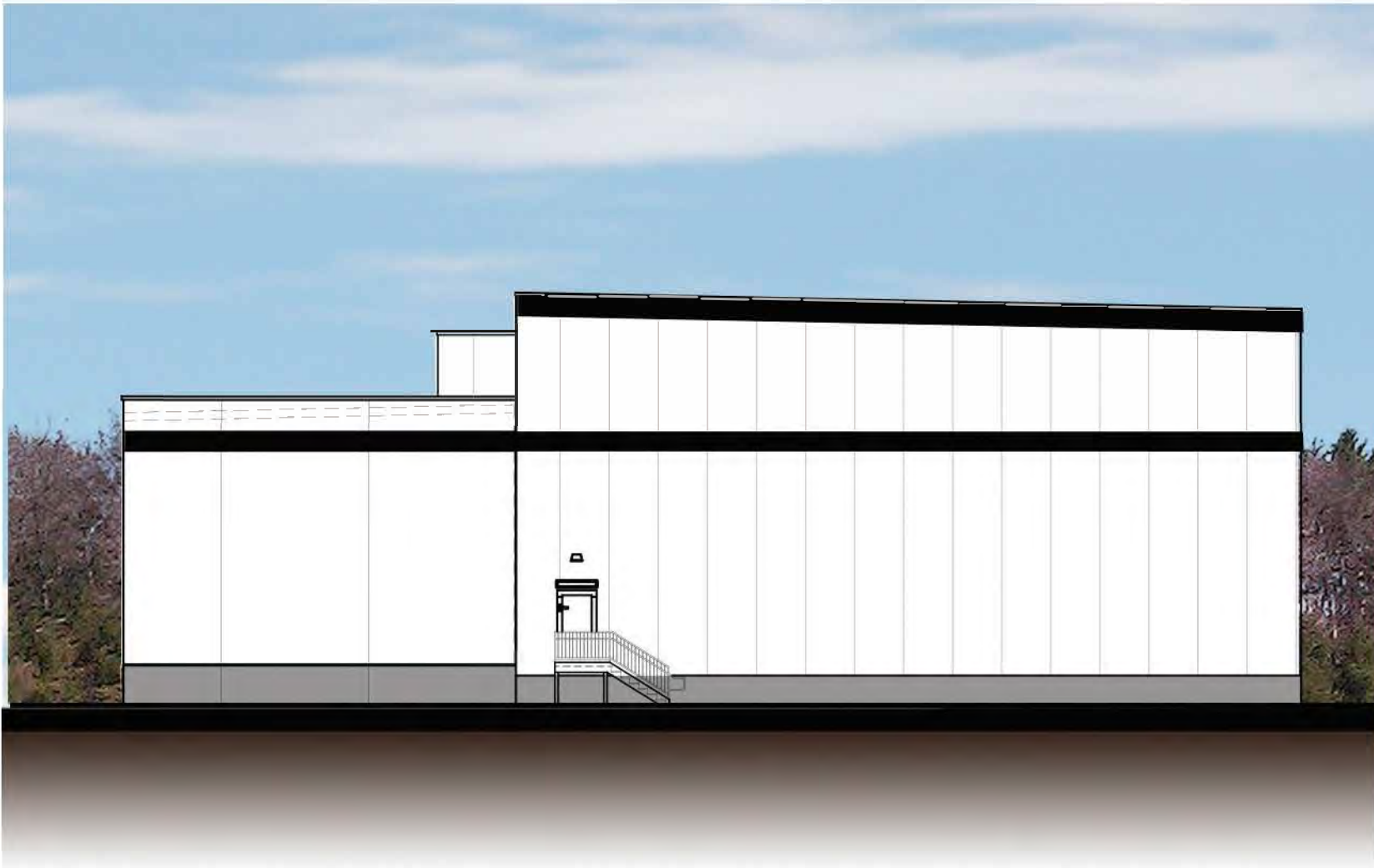
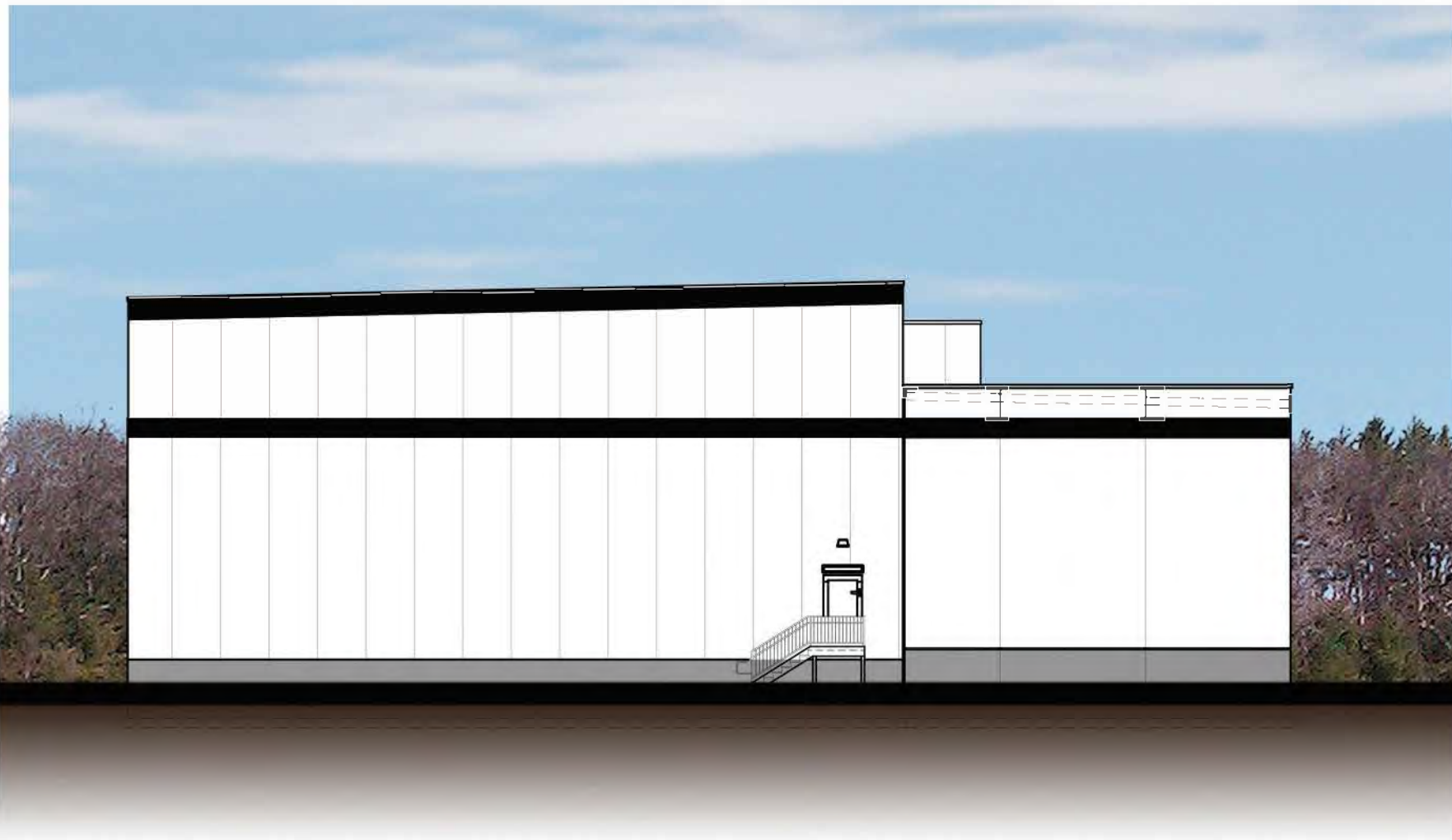
CamfieldPartners
Building Corporate Homes for Successful Businesses



FRONT ENLARGED



BACK ELEVATION



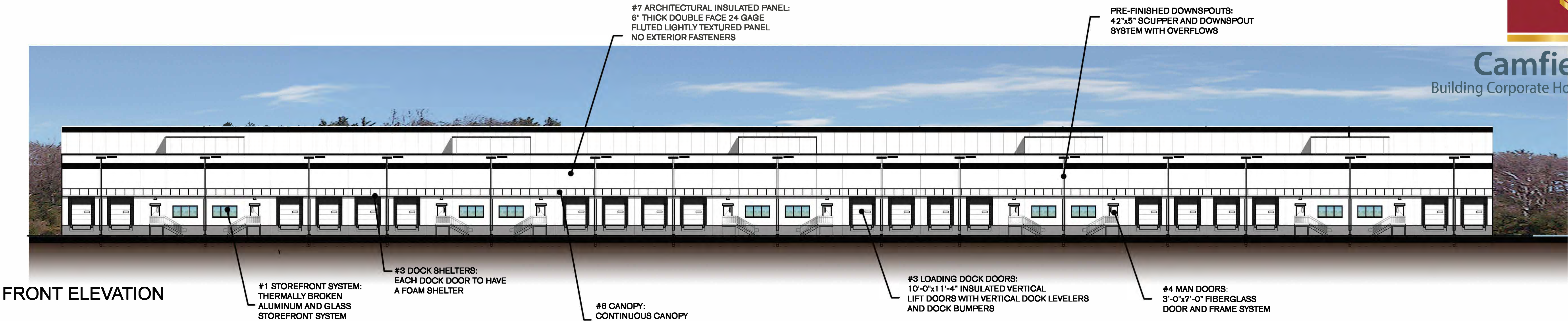
SIDE ELEVATIONS

PUD Amendment 1
Exhibit “D-5”
Seabrook, TX

Rendered Elevations



CamfieldPartners
Building Corporate Homes for Successful Businesses



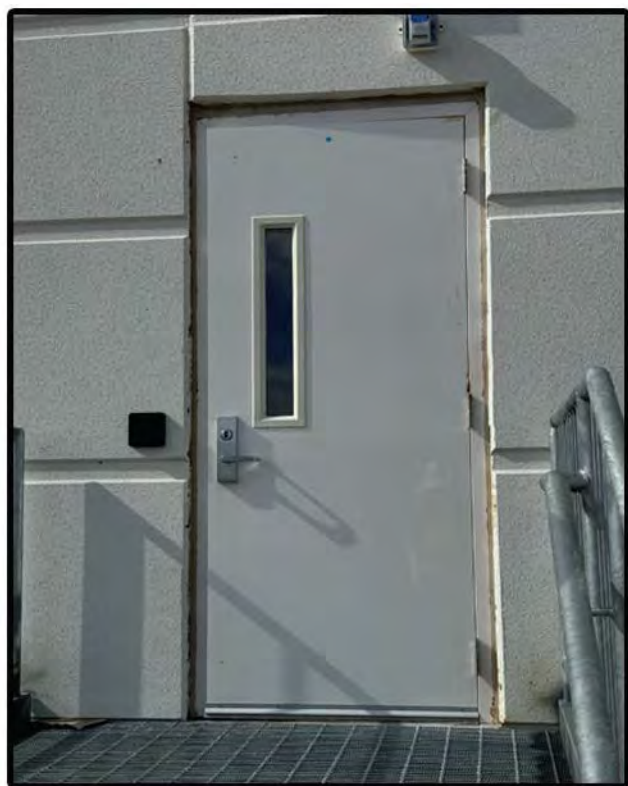
#1 ALUMINUM & GLASS
STOREFRONT SYSTEM - BLACK



#2 CONCRETE WALL PANEL
MAIN COLOR WHITE, ACCENT
COLORS BLACK



#3 INSULATED OVERHEAD
DOORS WITH DOCK SHELTERS



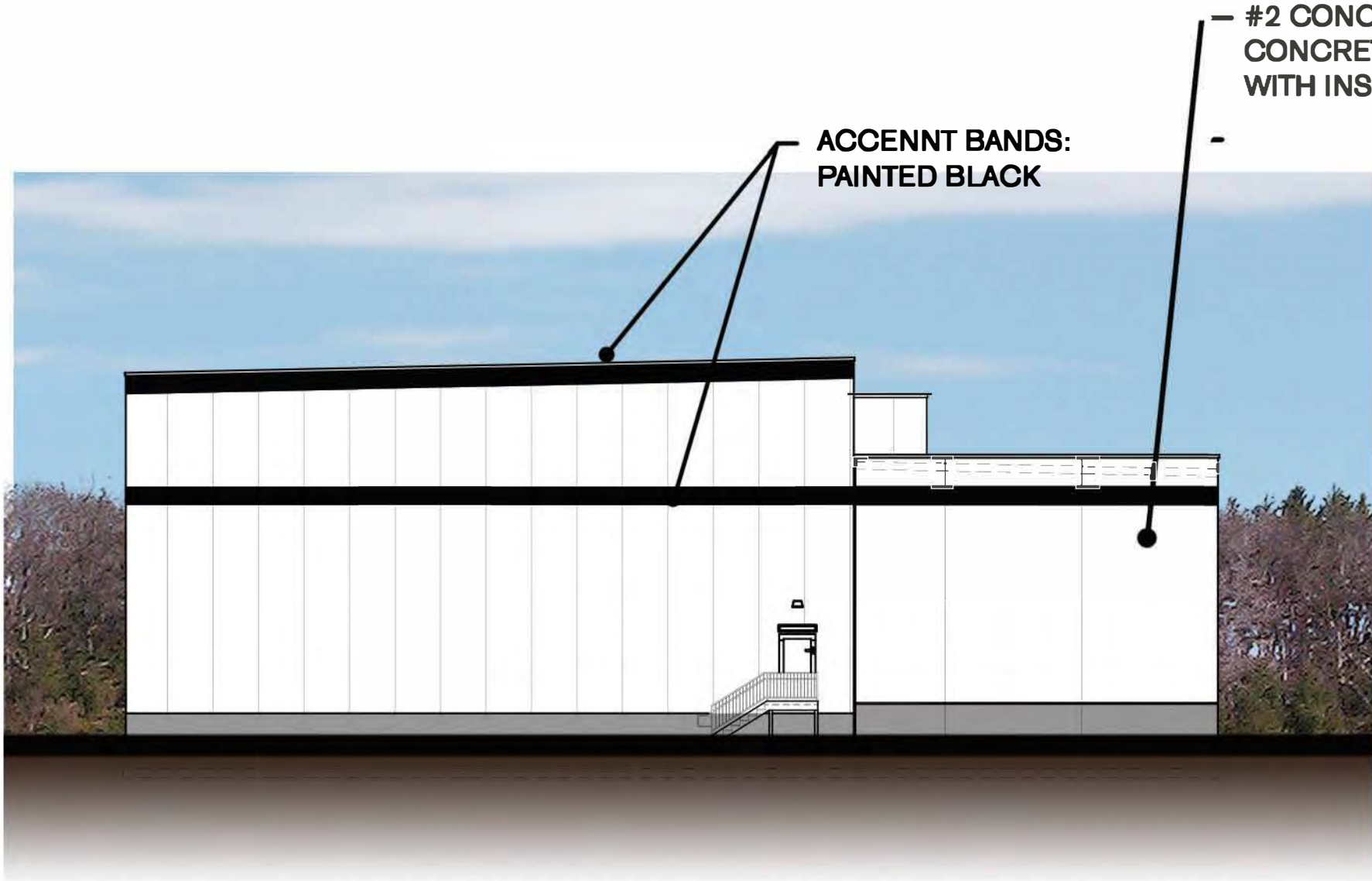
#4 FIBERGLASS MAN DOORS



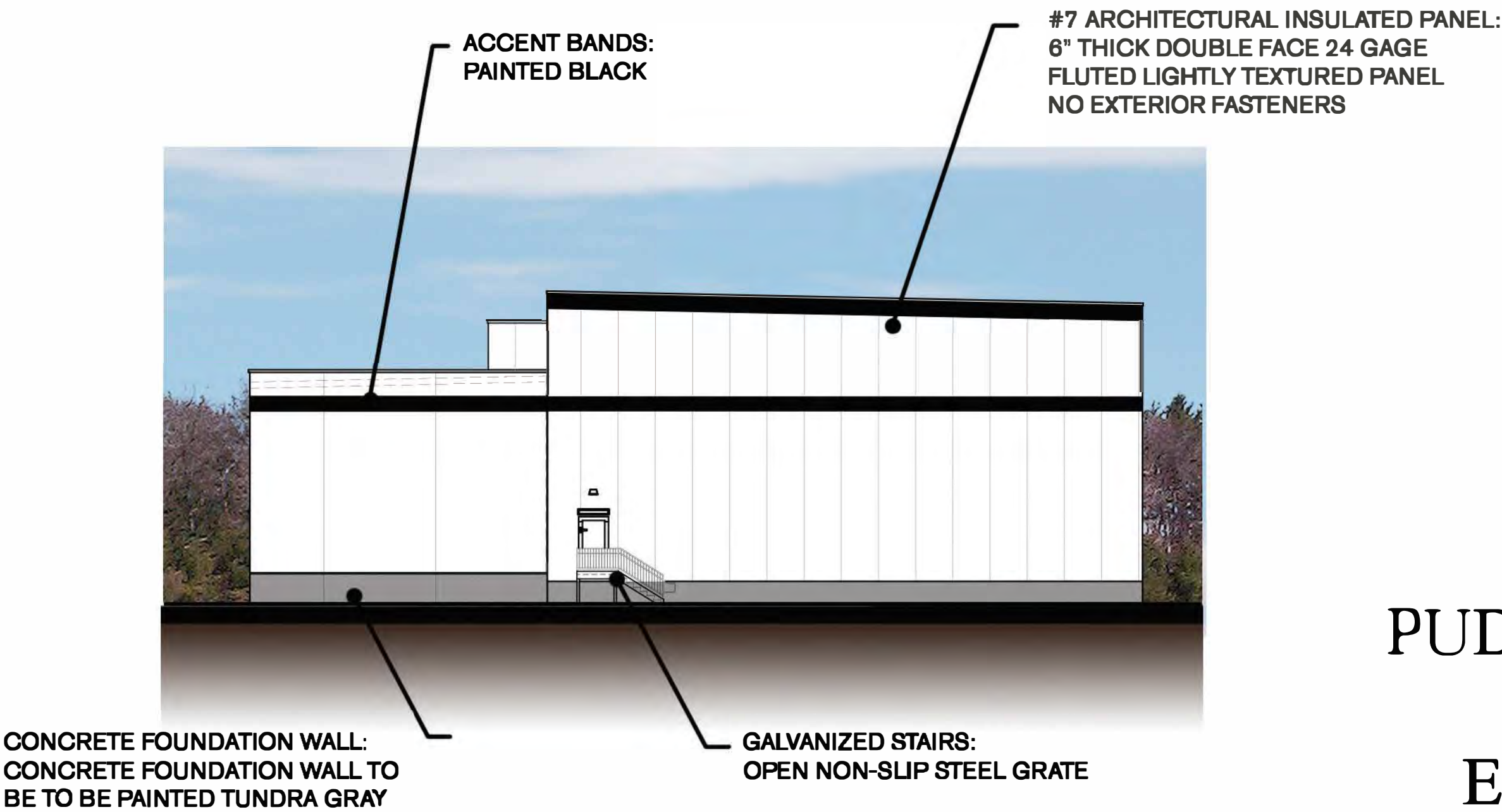
#6 CONTINUOUS CANOPY



#7 LIGHT TEXTURED
ARCHITECTURAL
INSULATED PANELS



SIDE ELEVATIONS



PUD Amendment 1

Exhibit "D-6"

Seabrook, TX

Building Materials



CamfieldPartners
Building Corporate Homes for Successful Businesses

Legend

-  Property Line
-  Site Setback



PUD Amendment 1

Exhibit “D-7”

Seabrook, TX

Site Setback Plan



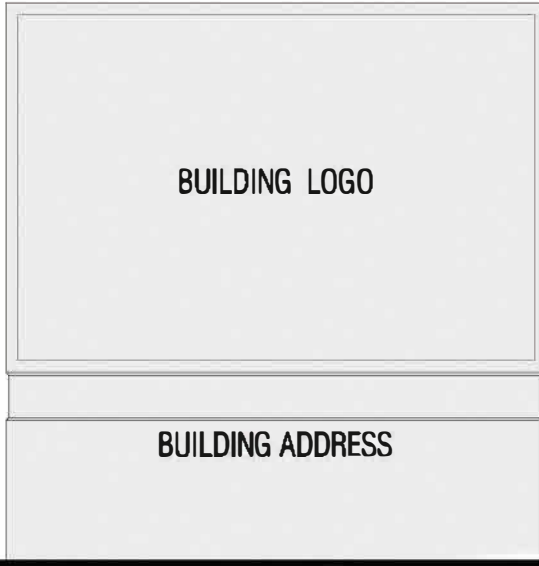
CamfieldPartners
Building Corporate Homes for Successful Businesses

Legend

 City of Seabrook Sign



 Development Sign



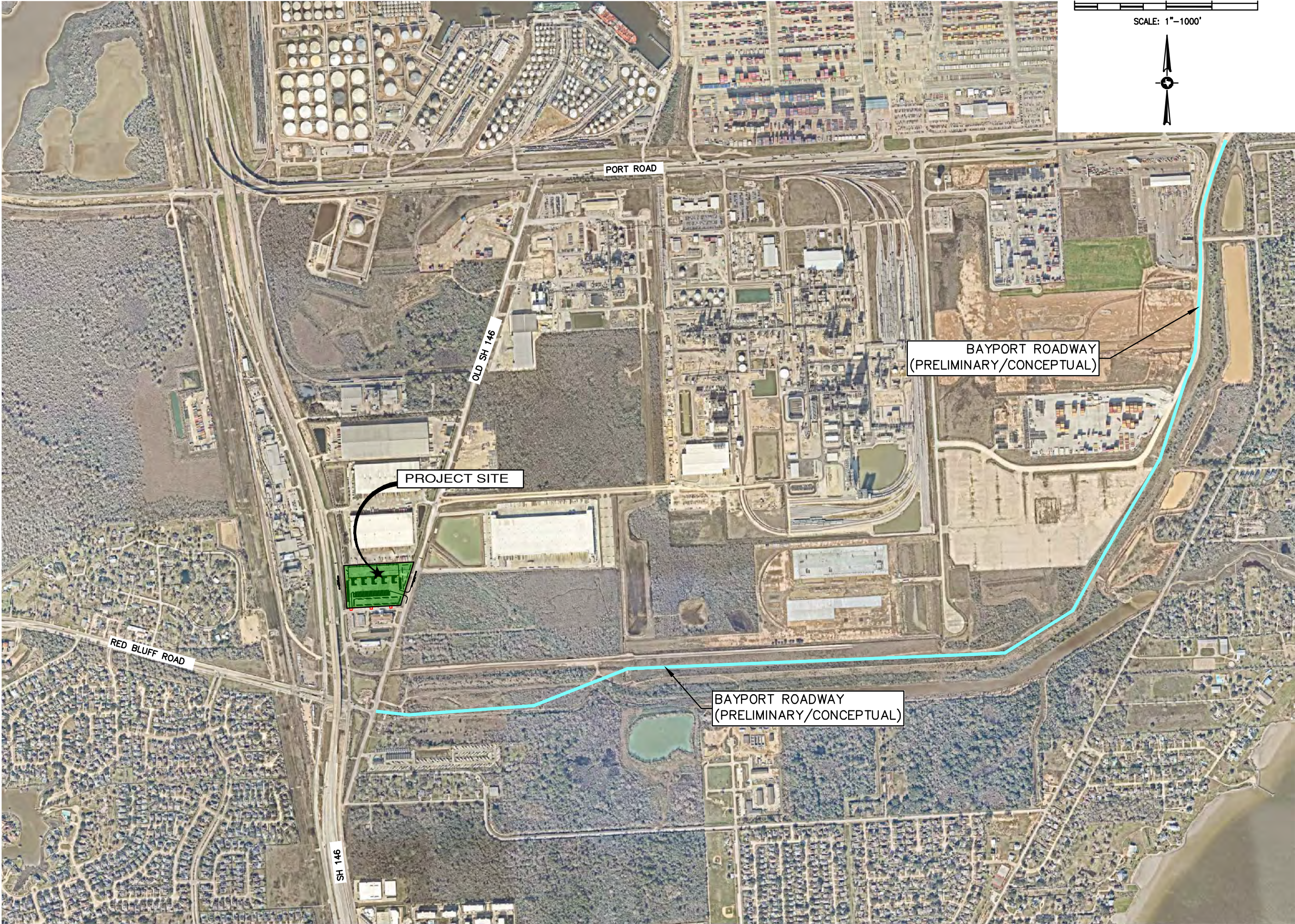
PUD Amendment 1

Exhibit “D-8”

Seabrook, TX

Site Signage Plan

INFORMATION AND DATA CONTAINED IN THIS DRAWING ARE STRICTLY CONFIDENTIAL AND ARE SUPPLIED ON THE UNDERSTANDING THAT THEY WILL BE HELD CONFIDENTIALLY AND NOT REPRODUCED, COPIED OR DISCLOSED TO THIRD PARTIES WITHOUT THE PRIOR WRITTEN CONSENT OF SHELMARK ENGINEERING, LLC



**CAMFIELD PARTNERS
OLD FM 146
SEABROOK, TEXAS**

PROJECT:



ISSUED FOR	
	12/19/24 REVIEW

INTERIM SUBMITTAL
DOCUMENT INTENDED
FOR REVIEW ONLY.
NOT ISSUED
FOR CONSTRUCTION.

ENGINEER:
MARCUS J. MICHNA P.E.
REGISTRATION NO. 84739

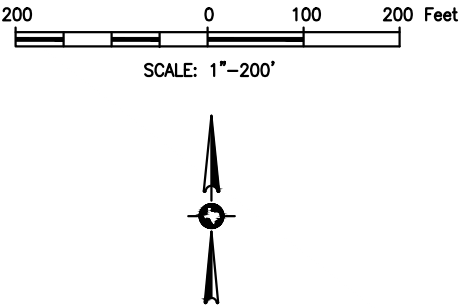
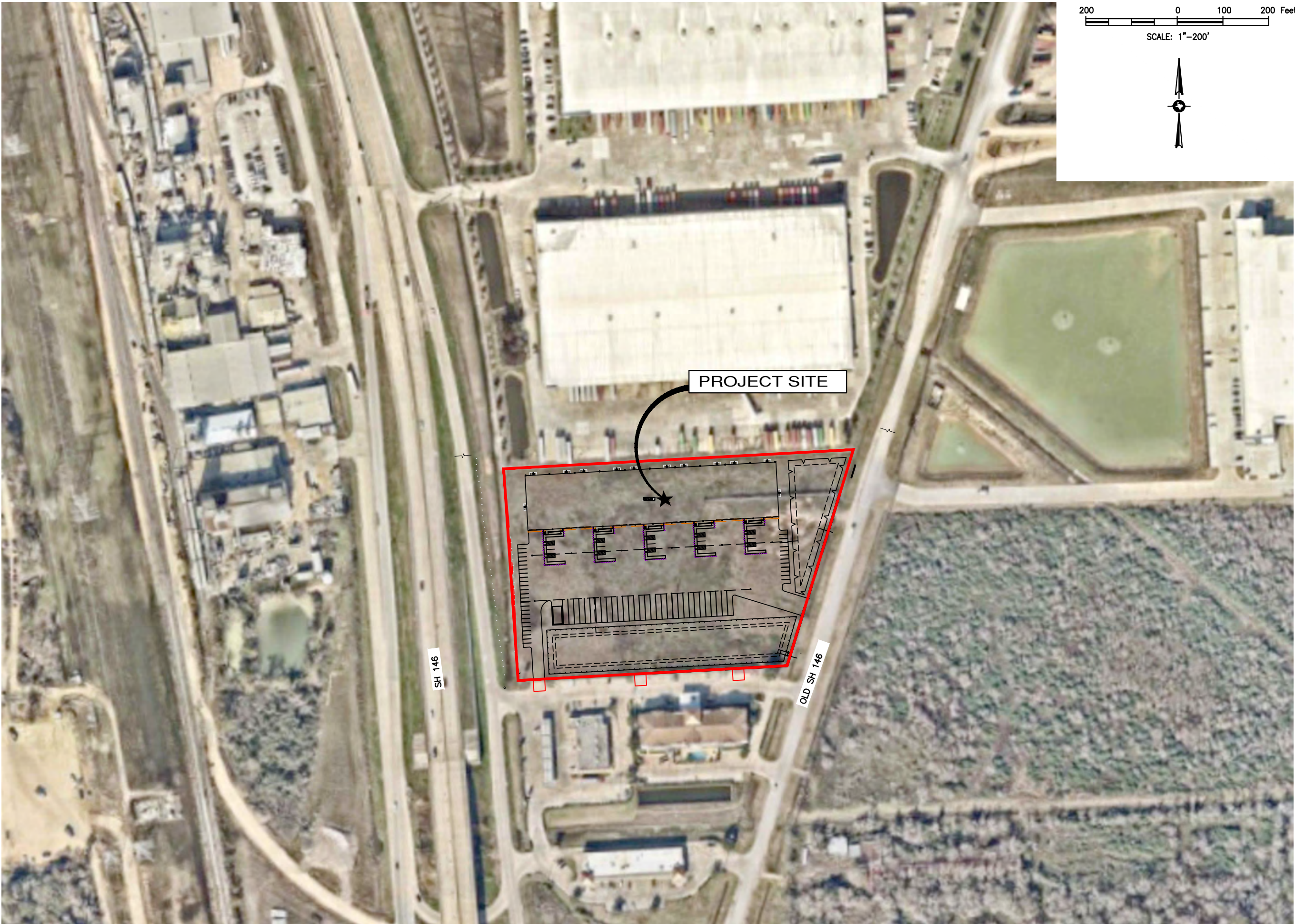
DATE: 12/19/2024

SHEET:
AREA LOCATION MAP

SHEET NO:
**Amended PUD 1
Exhibit "D-9"**

SCALE: 1"=1000'	BY: SBK
JOB NO: 23-152	REV: A

INFORMATION AND DATA CONTAINED IN THIS DRAWING ARE STRICTLY CONFIDENTIAL AND ARE SUPPLIED ON THE UNDERSTANDING THAT THEY WILL BE HELD CONFIDENTIALLY AND NOT REPRODUCED, COPIED OR DISCLOSED TO THIRD PARTIES WITHOUT THE PRIOR WRITTEN CONSENT OF SHELMARK ENGINEERING, LLC



CAMFIELD PARTNERS
OLD FM 146
SEABROOK, TEXAS

PROJECT:



ISSUED FOR	
 12/16/24	REVIEW

INTERIM SUBMITTAL
DOCUMENT INTENDED
FOR REVIEW ONLY.
NOT ISSUED
FOR CONSTRUCTION.

ENGINEER:
MARCUS J. MICHNA P.E.
REGISTRATION NO. 84739

DATE: 12/16/2024

SHEET:
AERIAL EXHIBIT

SHEET NO:
PUD Amendment 1

Exhibit "D-10"

SCALE: 1"=200'	BY: SBK
JOB NO: 23-152	REV: A

TOPOGRAPHIC SURVEY

TRACT 1

Being Restricted Reserve "A" (being 4.6900 acres) in Block One (1) of BAYPORT LOGISTICS CENTER, PHASE TWO (2), an addition to the City of Seabrook, in the Ritson Morris Survey, Abstract Number 52, in HARRIS County, Texas, according to the map or plat thereof recorded at Film Code Number 662034 of the Map Records of HARRIS County, Texas.

TRACT 2

Being a tract or parcel of land containing 2.500 acres, in the RITSON MORRIS SURVEY, Abstract 52, Harris County, Texas, said tract being out of and part of a certain 19.4174 acre tract of land, described in those certain Warranty Deed(s) from Vannie E. Cook, Jr., to John B. Carter, Jr., recorded under Harris County Clerk's File No(s). D-486035 and D-486036.

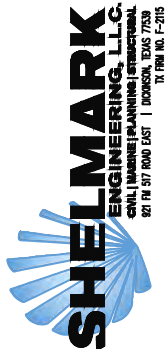
TRACT 3

Being Access Easement No. 1 (called Tract 3-1 hereon, Access Easement No. 2 (called Tract 3-2 hereon), and Access Easement No. 3 (called Tract 3-3 hereon), of that certain Access Easement Agreement by and between Pommel Meadows Hospitality LLC and WMF INVESTMENTS, INC., dated March 27, 2019, filed for record under Clerk's File Number RP-2019-121623 of the Official Public Records of Real Property of Harris County, Texas.

I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.

PROJECT:

CAMFIELD PARTNERS
OLD FM 146
SEABROOK, TEXAS



ISSUED FOR	
A	12/16/24 REVIEW

INTERIM SUBMITTAL
DOCUMENT INTENDED
FOR REVIEW ONLY.
NOT ISSUED
FOR CONSTRUCTION.

ENGINEER:
MARCUS J. MICHNA P.E.
REGISTRATION NO. 84739

DATE: 12/16/2024

SHEET:
LANDSCAPE PLAN

SHEET NO.
PUD Amendment 1

Exhibit "D-11"

SCALE:	1"=100'	BY:	SBK
JOB NO:	23-152	REV:	A

INFORMATION AND DATA CONTAINED IN THIS DRAWING ARE STRICTLY CONFIDENTIAL AND ARE SUPPLIED ON THE UNDERSTANDING THAT THEY WILL BE HELD CONFIDENTIALLY AND NOT REPRODUCED, COPIED OR DISCLOSED TO THIRD PARTIES WITHOUT THE PRIOR WRITTEN CONSENT OF SHELMARK ENGINEERING, LLC

LANDSCAPE SUMMARY

SITE AREA = 313,178SF
LANDSCAPE REQUIRED (15% OF SITE) = 46,976 SF
LANDSCAPE PROVIDED = 126,165 SF

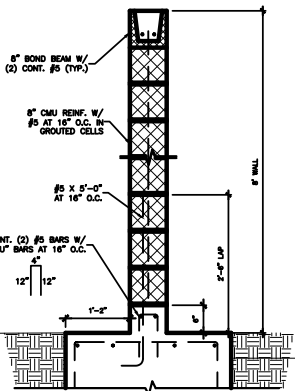
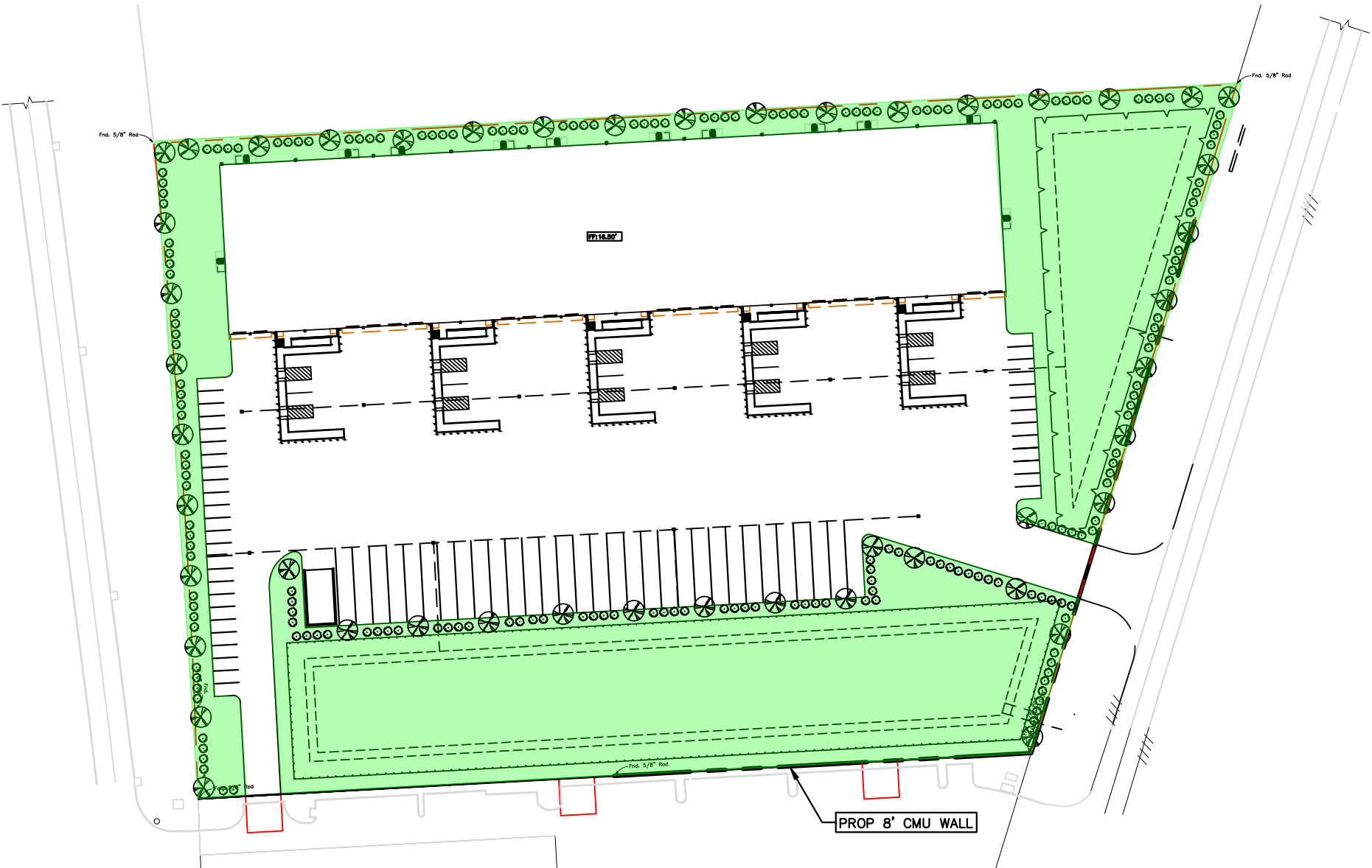
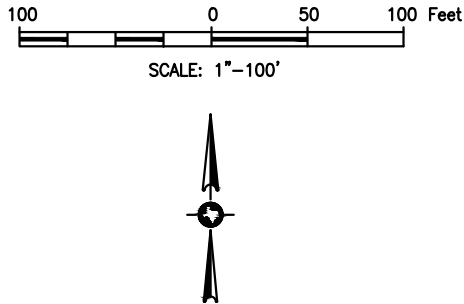
PARKING AREA = 33,985 SF
LANDSCAPE REQUIRED (10% OF SITE) = 3,398 SF
LANDSCAPE PROVIDED = 31,610 SF

1. FRONTAGE TREE: 1 TREE PER 50 LF OF FRONTAGE. $900/50 = 18$ EA
2. PARKING LOT ISLAND TREE: 1 TREE PER 12 PARKING SPACES = 5 EA

*** TREES MUST MEET LANDSCAPING REQUIREMENTS SET BY THE CITY OF SEABROOK CITY ORDINANCE. CHANGE IN LANDSCAPING MUST BE APPROVED BY URBAN FORESTER.

LANDSCAPE LEGEND

-  SITE PARKING SCREENING
24" TALL SHRUBS
-  SITE PERIMETER TREES
2" CALIPER MINIMUM
-  SITE GREEN SPACE



CMU WALL
N.T.S.

CAMFIELD PARTNERS
OLD FM 146
SEABROOK, TEXAS

PROJECT:



ISSUED FOR	
 12/16/24	REVIEW

INTERIM SUBMITTAL
DOCUMENT INTENDED
FOR REVIEW ONLY.
NOT ISSUED
FOR CONSTRUCTION.

ENGINEER:
MARCUS J. MICHNA P.E.
REGISTRATION NO. 84739

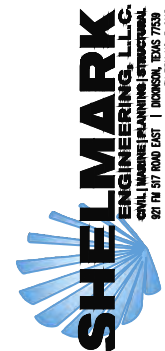
DATE: 12/16/2024

SHEET:
LANDSCAPE PLAN

SHEET NO:
PUD Amendment 1

Exhibit "D-12"

SCALE:	1"=100'	BY:	SBK
JOB NO:	23-152	REV:	A



PROJECT:

ISSUED FOR
 12/16/24
 REVIEW

INTERIM SUBMITTAL
DOCUMENT INTENDED
FOR REVIEW ONLY.
NOT ISSUED
FOR CONSTRUCTION.

ENGINEER:
MARCUS J. MICHNA P.E.
REGISTRATION NO. 84739

DATE: 12/16/2024

SHEET: UTILITY PLAN

SHEET NO: PUD Amendment 1

Exhibit "D-13"

SCALE: 1"=100'

SCALE: 1"=100'

JOB NO: 00 150

JOB NO: 00 150

ORDINANCE NO. 2024-17
WORLD CLASS FREEZER FACILITY (PUD)
“PLANNED UNIT DEVELOPMENT”

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, TEXAS APPENDIX A, “COMPREHENSIVE ZONING”, ARTICLE 2, “ADMINISTRATION”, SECTION 2.05, “OFFICIAL ZONING MAP”, BY REZONING 7.19 ACRES SITUATED IN ABSTRACT 52, OF THE RITSON MORRIS SURVEY, IN SEABROOK, HARRIS COUNTY, TEXAS, GENERALLY LOCATED WEST OF OLD STATE HIGHWAY 146, EAST OF STATE HIGHWAY 146, NORTH OF RED BLUFF ROAD, AND SOUTH OF PORT ROAD; AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A”, FROM (C-2) “MEDIUM COMMERCIAL DISTRICT”, AND (LI) “LIGHT INDUSTRIAL DISTRICT”, TO (PUD) “PLANNED UNIT DEVELOPMENT”, FOR THE DEVELOPMENT OF A 134,632 SQUARE FOOT FREEZER WAREHOUSE, 84 VEHICLE PARKING SPACES, AND 19 TRACTOR-TRAILER LOADING SPACES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF BY INCLUSION INTO THE CODE; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City of Seabrook (the “City”) has received an application for rezoning by Camfield Partners, LLC., (the “Applicant”), for certain real property of approximately 7.19 acres located west of Old State Highway 146, east of State Highway 146, north of Red Bluff Road, and South of Port Road; and being out of land situated in the Ritson Morris Survey, Abstract 52, Harris County, Texas (the “Property”), with the Property being more particularly depicted and described in the attached “Exhibit A”, (the “Property”), which is incorporated by reference for all purposes; and

WHEREAS, in its application, the Applicant proposes to develop and use the Property as a warehouse project containing approximately 134,632 square feet of floor space for the warehousing of frozen goods, materials, and products to be distributed throughout the local area and abroad; and

WHEREAS, in its application, the Applicant proposes to rezone the Property from “C-2” (Medium Commercial District) and “LI” (Light Industrial District) to “PUD” (Planned Unit Development) and has submitted a development plan providing for the depiction and description of the World Class Freezer Facility Planned Unit Development (the “Plan”), with the Plan being attached as “Exhibit B”, and incorporated by reference for all purposes, and which is on file with the City Secretary; and

WHEREAS, the Seabrook Planning and Zoning Commission (the “P&Z”) and the City Council of the City (the “Council”) conducted a public hearing to consider approval of the preliminary plan for the PUD rezoning request submitted by the Applicant, and with the P&Z filing a report recommending approval of the rezoning request by the Applicant on July 2, 2024 which Council thereafter approved; and

47
48
49
50 **WHEREAS**, the P&Z and the Council conducted a public hearing to consider approval
51 of the final plan for the PUD rezoning request submitted by the Applicant, with the P&Z filing
52 a report recommending approval of the rezoning request by the Applicant on August 6, 2024;
53 and

54
55 **WHEREAS**, the subject hearings were duly called as provided by the laws of the State
56 of Texas and Appendix “A” of the City’s Code of Ordinances, that at such hearings all persons
57 attending were allowed to be heard on the question of whether or not to rezone the Property as
58 requested by the Applicant, and to determine whether such rezoning would promote the public
59 health, safety, convenience, or general welfare of the citizens and would be in conformance
60 with the Appendix “A” of the City’s Code of Ordinances and the City’s Comprehensive Plan;
61 and

62
63 **WHEREAS**, all public notices have been published, mailed, and provided in
64 accordance with the laws of the State of Texas and Appendix “A” of the City’s Code of
65 Ordinances; and

66
67 **WHEREAS**, as a result of the said public hearings and the recommendation of the
68 P&Z as contained in its final report, the Council deems it appropriate to grant the Applicant’s
69 request for rezoning of the Property, subject to certain regulations, restrictions, conditions, and
70 all applicable provisions of the City’s Code of Ordinances; and

71
72 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF**
73 **SEABROOK, TEXAS:**

74
75 **SECTION 1. FINDINGS.**
76

77 The facts and matters set forth in the preamble of this Ordinance are hereby found to
78 be true and correct, it is hereby understood that the City Council (the “Council”) of the City of
79 Seabrook, Texas (the “City”) is relying upon the express representations of Camfield Partners,
80 LLC., (the “Applicant”) appearing in the documents submitted to the City for final approval,
81 including the rezoning application, oral representations made to the Planning and Zoning
82 Commission (the “P&Z”) and the Council to induce approval of the rezoning made the subject
83 of this Ordinance, the final report from the P&Z, the minutes of P&Z and the Council, the
84 identification of the property that is the subject of this Ordinance (the “Property”), and the
85 development plan for the Property (the “Plan”), all of which is attached to and incorporated
86 into this Ordinance as Exhibit “A” and Exhibit “B”.

87
88 **SECTION 2. AMENDMENT TO THE CITY’S CODE OF ORDINANCE AND**
89 **THE CITY’S OFFICIAL ZONING MAP.**
90

91 The City’s Code of Ordinances, Appendix A, “Comprehensive Zoning”, Article 2,
92 “Administration”, Section 2.05, “Official Zoning Map” is hereby amended by rezoning the

Property from C-2 and LI to PUD *strictly conditioned upon full compliance with the approved Plan, the regulations, restrictions, and conditions*, as set forth in the Plan attached as “Exhibit B”. Additionally, the City’s Official Zoning Map shall be revised and amended to show the designation of the Property as rezoned to PUD, with the appropriate reference thereon to the number and effective date of this Ordinance, and a brief description of the nature of the change.

SECTION 3. INCORPORATION INTO THE CITY’S CODE OF ORDINANCES; PENALTY CLAUSE.

This Ordinance is hereby incorporated and made a part of the City’s Code of Ordinances. Violation of this Ordinance is subject to the penalties of Section 11.06 of the City’s Code of Ordinances, “Criminal Enforcement”, which provides that any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed two thousand dollars (\$2,000.00). Each day of violation shall constitute a separate offense. Additionally, should the subject PUD project fail to meet the schedule as approved herein, or otherwise fail to comply with this Ordinance or the PUD Plan, then the PUD classification and all related permits shall be immediately terminated, and the rezoning of the Property shall be immediately repealed, and the Property shall revert to C-2 zoning.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES.

All ordinances or parts of ordinances in conflict or inconsistent with this Ordinance are hereby expressly repealed. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City, save and except the change in zoning classification and specific uses/structures approved in the Plan, as provided herein.

SECTION 5. SEVERABILITY.

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

SECTION 6. NOTICE; EFFECTIVE DATE.

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

PASSED AND APPROVED on first reading with a quorum present, by an affirmative vote

of a majority of Councilmembers present, in accordance with Seabrook City Charter Section 2.10 on this 6th day of August 2024

PASSED, APPROVED, AND ADOPTED on final reading with a quorum present, by an affirmative vote of a majority of Councilmembers present, in accordance with Seabrook City Charter Section 2.10 on this 20th day of August 2024.

FOR THE CITY OF SEABROOK:

By: Thomas G. Kolupski
Thomas G. Kolupski, Mayor

ATTEST:

By: Rachel Lewis
Rachel Lewis, City Secretary



APPROVED AS TO FORM:

By: /s/ David Olson
David Olson, City Attorney

Exhibit “A” to Ordinance No. 2024-11

Legal Description:

Tract 1. Being Restrictive Reserve “A” (being 4.6900 acres) in Block One (1) of the Bayport Logistics Center, Phase Two (2), an addition to the City of Seabrook, in the Ritson Morris Survey, Abstract Number 52, in Harris County, Texas, according to the map or plat thereof recorded at Film Code Number 662034 of the Map Records of Harris County, Texas.

Tract 2. Being a tract or parcel of land containing 2.500 acres, in the Ritson Morris Survey, Abstract 52, Harris County, Texas, said tract being out of and part of a certain 19.4174 acres tract of land, described in those certain Warranty Deed(s) from Vannie E. Cook, Jr., to John B. Carter, Jr., recorded under Harris County Clerk’s File No(s). D-486035 and D-486036.

Legal Description**Tract 1:**

Restricted Reserve "A" (being 4.6900 acres) in Block One (1) of BAYPORT LOGISTICS CENTER, PHASE TWO (2), an addition to the City of Seabrook, in the Ritson Morris Survey, Abstract Number 52, in HARRIS County, Texas, according to the map or plat thereof recorded at Film Code Number 662034 of the Map Records of HARRIS County, Texas.

Tract 2:

A tract or parcel of land containing 2.500 acres (or 180,903 square feet), more or less, in the Ritson Morris Survey, Abstract 52, HARRIS County, Texas, said tract being out of and part of a certain 19.4174 acre tract of land, described in those certain Warranty Deed(s) from Vannie E. Cook, Jr., to John B. Carter, Jr., recorded under Harris County Clerk's File No(s). D-486035 and D-486036; the said 2.500 acre tract being more particularly described by metes and bounds as follows:

BEGINNING in the west line of Old State Highway 146 (variable right of way), at the northeast corner of Lot 1 in Block 1 of STATE HIGHWAY 146 BUSINESS PARK, according to the plat recorded at Film Code 618282 of the Map Records of Harris County, Texas, and the said corner, being the southeast corner of the herein described tract, from which a found 5/8-inch iron rod bears South 67° 28' 30" East, 0.28 feet;

THENCE South 86° 49' 00" West, along and with the north line of said Lot 1 in Block 1 of STATE HIGHWAY 146 BUSINESS PARK, a distance of 295.00 feet to the most southerly southeast corner of BAYPORT LOGISTICS CENTER PHASE Two FINAL PLAT, recorded at Film Code No. 662034, being the southwest corner of the herein described tract, from which a found 5/8-inch iron rod bears North 19° 27' 04" West, 0.21 feet;

THENCE North 17° 01' 00" East, along and with the easterly line of said BAYPORT LOGISTICS CENTER PHASE Two, a distance of 393.35 feet to a point for interior corner of said BAYPORT LOGISTICS CENTER PHASE Two tract, being the northwest corner of the herein described tract, from which a found 5/8-inch iron rod bears North 43° 19' 48" East, 0.30 feet;

THENCE North 86° 49' 00" East, along and with BAYPORT LOGISTICS CENTER PHASE TWO tract, a distance of 295.00 feet to a point for corner in said west line of Old State Highway 146 (variable right of way), being the most easterly southeast corner of said BAYPORT LOGISTICS CENTER PHASE Two tract, being the northwest corner of the herein described tract, from which a found 5/8-inch iron rod bears South 60° 40' 14" West, 0.63 feet;

THENCE South 17° 01' 00" West, along and with said west line of Old State Highway 146 (variable right of way), a distance of 393.35 feet to the PLACE OF BEGINNING.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

Tract 3:

Terms and provisions of that certain Access Easement Agreement by and between Pommel Meadows Hospitality LLC and WMF INVESTMENTS, INC., dated March 27, 2019, filed for record under Clerk's File Number RP-2019-121623 of the Official Public Records of Real Property of HARRIS County, Texas.

Exhibit “B”

Ordinance 2024-17

World Class Freezer Facility
Planned Unit Development
District Plan

August 2024

7.2 Acres

Applicant:

Camfield Partners, LLC
8895 Research Drive, Suite 200
Irvine, CA 92618

Exhibit “B”

World Class Freezer Planned Unit Development District Plan

Contents

- A. General Provisions
- B. Permitted Land Use
- C. Proposed Land Use
- D. Development Regulations
- E. Building Regulations
- F. Estimated Development Schedule

A. General Provisions

- a. The PUD approved herein must be designed, constructed, and maintained in compliance with this Ordinance. This District is intended to serve the operational needs of a frozen food storage facility. The district is designed to accommodate land use activities that meet the community goals and policies enumerated in the Comprehensive Master Plan 2040.
- b. Except as otherwise provided herein, the words used in the PUD have the meaning established by the Zoning Ordinance. In this Ordinance:
 - i. Open Space means the portion of all land contained within the PUD that is not covered by buildings, parking lots, and driveways.
 - ii. PUD means the planned unit development created by this ordinance.
 - iii. Shipping/storage containers whether used for outside storage, as an inhabited structure, or for any other purpose are prohibited: Exception: A shipping container is permitted on site while on a trailer chassis.

- c. The PUD shall be developed in accordance with the following exhibits that are attached to and made part of this document.
 - i. Exhibit D-1: Rendering from Old Hwy 146
 - ii. Exhibit D-2: Rendering from N. Hwy 146
 - iii. Exhibit D-3: Rendered Site Plan
 - iv. Exhibit D-4: Overall Floor Plan
 - v. Exhibit D-5: Rendered Elevations
 - vi. Exhibit D-6: Building Materials
 - vii. Exhibit D-7: Site Setback Plan
 - viii. Exhibit D-8: Site Signage Plan
 - ix. Exhibit D-9: Area Location Map 1"=1000'
 - x. Exhibit D-10: Area Location Map 1"=200'
 - xi. Exhibit D-11: Legal Description
 - xii. Exhibit D-12: Landscape Plan
 - xiii. Exhibit D-13: Utility Plan
 - xiv. Exhibit D-14: Topographic Survey L-1
 - xv. Exhibit D-15: Topographic Survey L-2
- d. As shown in Exhibits D-3 and D-10, the PUD encompasses approximately 7.2 acres of land along the West Right of Way line of Old Highway 146 north of Red Bluff Road in the City of Seabrook TX.
- e. Development of one Tilt-Up/Insulated Panel freezer facility containing approximately 134,632 sf of floor space inclusive of freezer, loading dock, office space, private driveways, landscaping, parking security wall/fencing, detention basins, and utilities as shown in attached Exhibits D-1 through D-15.
- f. All signage shall meet the minimum standards of the City's requirements established in Article 6-Sign Standards as shown on Exhibit D-8.

B. Permitted Land Uses

- a. Two tracts of land containing approximately 7.2 acres and zoned as C-2 Medium Commercial District and LI Light Industrial District.

C. Proposed Land Use

- a. This PUD development shall allow for industrial use on the currently zoned commercial land of a single freezer facility of approximately 134,632 square feet. The project shall be inclusive of a freezer, loading dock, office space, private driveways, landscaping, parking, security wall/fencing, detention basins, and utilities as shown in attached Exhibits D-1 through D-15.
- b. This PUD shall be contingent upon the following conditions:

D. Development Regulations

- a. Development standards.
 1. The development standards established by either the approved PUD or Seabrook Code of Ordinances shall be complied with as of the date of approval.
- b. Maximum height of building
 1. No building or structure may exceed 80 feet in height.
 2. This facility will not exceed 65' in height from the mean grade average.
- c. Building Setbacks
 1. Front Yard - All buildings shall be set back from street right-of-way lines minimum of 35 feet.
 2. Side Yard – All buildings shall have side yard setbacks of not less than 25 feet.
 3. Rear Yard – The setback at the rear of the property (west elevation) shall be 30'.
- d. Screening /Fencing/Wall
 1. All ground-level mechanical equipment shall be screened from view by using walls at the same height as the equipment.
 2. An 8'-0" tall masonry/concrete wall will be provided along the entire property line adjacent to the

commercial (hotel) parcel to accommodate a proper screening from properties.

3. All other property lines shall have 8' fencing.

e. Building Area

1. The building is proposed to be approximately 134,632 square feet.

f. Parking

1. Parking shall meet the requirements outlined in Article 5 of the city of Seabrook zoning by-law.

g. Landscaping

1. Shall meet or exceed the Seabrook Code of Ordinances found in Article 7 of the city's zoning by-law.

2. Exhibits show proposed designs of the facility as well as site planning for parking, stormwater detention, and trucking operations.

3. Two driveways from Old Highway 146 shall serve as the only ingress and egress for the facility. Existing easements with property owners to the south shall not be used by the facility.

h. Signage

1. Signage shall meet the Seabrook Code of Ordinances, as it is stated in Article 6 of the city's zoning by-law.

i. Architectural Standards: This building is a frozen food warehouse facility and is required to be constructed out of materials which will allow for energy efficiency and thermal isolation.

1. Exterior walls in the freezer will be constructed from specialized insulated architectural panels with a light textured finish to allow for maximum thermal isolation

and high insulation R-values to achieve freezer temperatures.

2. Exterior walls of the loading dock and mechanical areas will be constructed from concrete bearing wall panels with accents and reveals to add a decorative element. These walls will be lined on the inside with insulated architectural panels to allow for a cold (not freezing) environment.
3. Exterior walls at the office will be constructed with concrete bearing wall panels, with accents and reveals to add a decorative element, they will also have alum framing and glass to accent the area. Inside will be metal studs and drywall for the office environment.

E. Building Regulations

- a. The color palette shall be primarily white with black accent stripes.
- b. Exterior finishes shall be insulated metal panel and concrete tilt wall construction.
- c. All equipment except electrical transformers shall be screened.

F. Development Schedule

- a. Plan Design- Completion November 2024
- b. Plan Submittal- December 2024
- c. Plan Approval- February 2025
- d. Construction- March 2025-May 2026



CamfieldPartners
Building Corporate Homes for Successful Businesses



Exhibit D-1

Seabrook, TX

Building Rendering

View From Old Highway 146



CamfieldPartners
Building Corporate Homes for Successful Businesses



Exhibit D-2

Seabrook, TX

Building Rendering

View From N Highway 146 to Galveston Bay



Building Calculations

FREEZER	= 106,134 GROSS SF.
LOADING DOCK	= 18,568 GROSS SF.
MECH ROOM	= 1,750 GROSS SF.
OFFICE	= 3,215 GROSS SF.
TOTAL	= 129,667 GROSS SF.

Total Area = 129,667 g.s.f.

BUILDING FOOTPRINT

MECH MEZZANINE	= 1,750 GROSS SF.
OFFICE MEZZANINE	= 3,215 GROSS SF.

Total Building Area = 134,632 g.s.f.

INCLUDING OFFICE MEZZANINE

Pallet Calculations

FREEZER - A

72 PALLET'S DN AISLE X 2 = 144 PALLET'S
144 PALLET'S PER AISLE X 20 = 2,880 PALLET'S
2,880 PALLET'S X 6 HIGH = 17,280 PALLET'S

17,280 TOTAL PALLET'S

84 CAR SPACES

19 TRAILER SPACES

Exhibit D-3

Seabrook, TX

Rendered Site Plan



CamfieldPartners
Building Corporate Homes for Successful Businesses

Building Calculations

FREEZER	= 106,134 GROSS SF.
LOADING DOCK	= 13,568 GROSS SF.
MECH ROOM	= 1,750 GROSS SF.
OFFICE	= 3,215 GROSS SF.
TOTAL	= 129,667 GROSS SF.

Total Area = 129,667 g.s.f.

BUILDING FOOTPRINT

MECH MEZZANINE	= 1,750 GROSS SF.
OFFICE MEZZANINE	= 3,215 GROSS SF.

Total Building Area = 134,632 g.s.f.

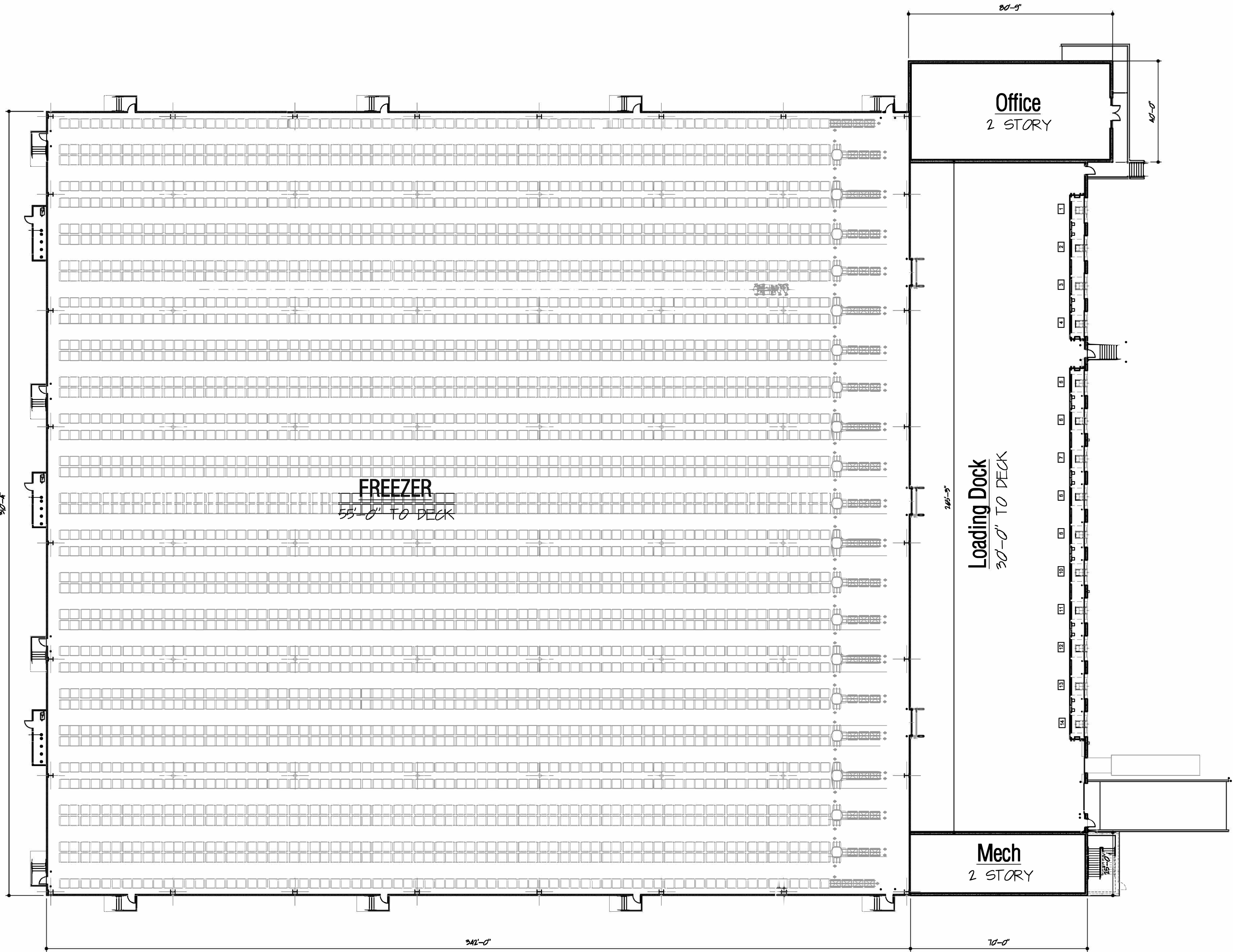
INCLUDING OFFICE MEZZANINE

Pallet Calculations

FREEZER - A

74 PALLETS DN AISLE X 2 = 148 PALLETS
148 PALLETS PER AISLE X 20 = 2,960 PALLETS
2,960 PALLETS X 6 HIGH = 17,760 PALLETS

17,760 TOTAL PALLETS



OVERALL FLOOR PLAN

SCALE: 1" = 10'-0"

Exhibit D-4

- Seabrook, TX

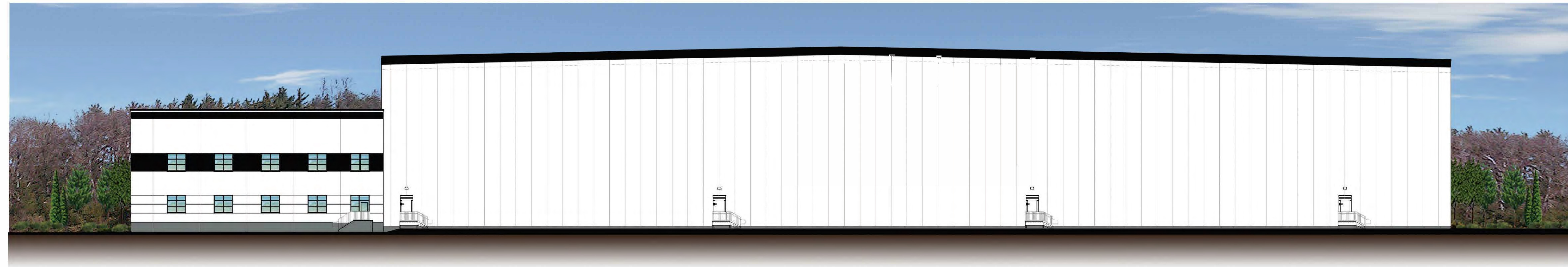
Overall Floor Plan



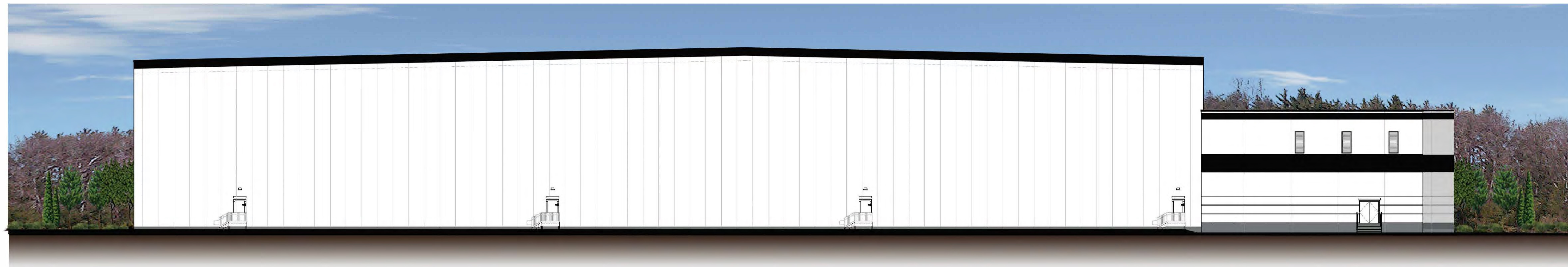
CamfieldPartners
Building Corporate Homes for Successful Businesses



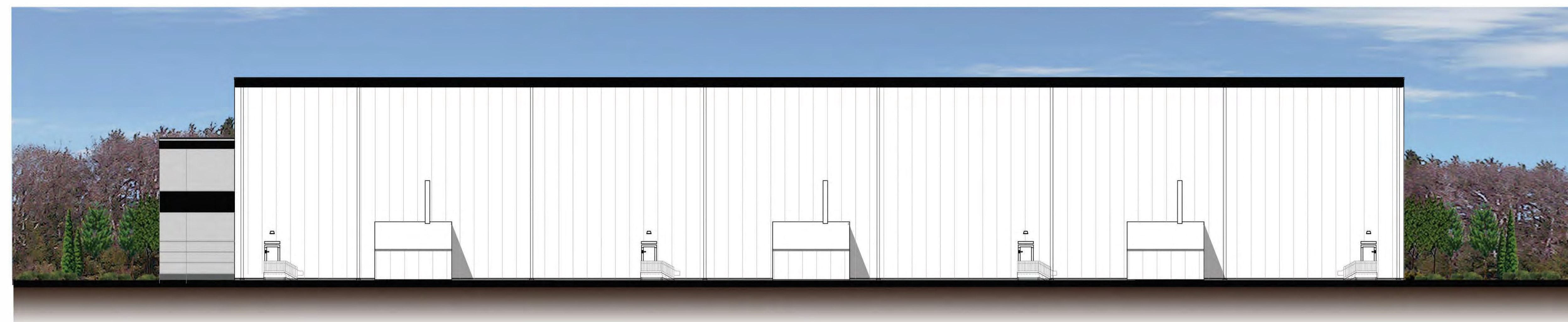
FRONT ELEVATION - View from Old 146



SIDE ELEVATION (Office) - View from existing warehouse



SIDE ELEVATION (Mech) - View from hotel



REAR ELEVATION - View from New 146

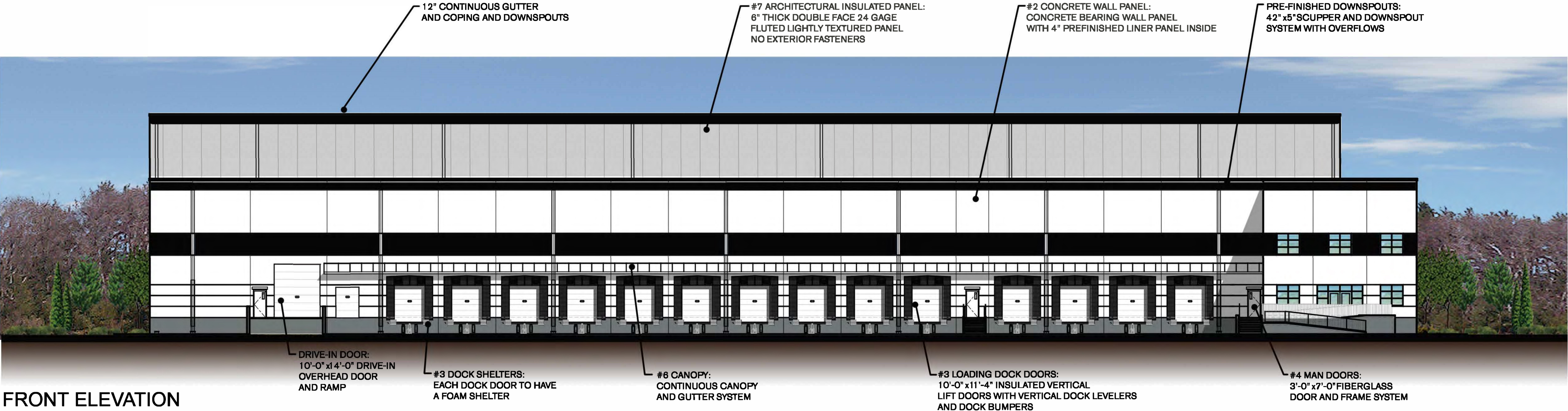
Exhibit D-5

Seabrook, TX

Rendered Elevations



CamfieldPartners
Building Corporate Homes for Successful Businesses



FRONT ELEVATION



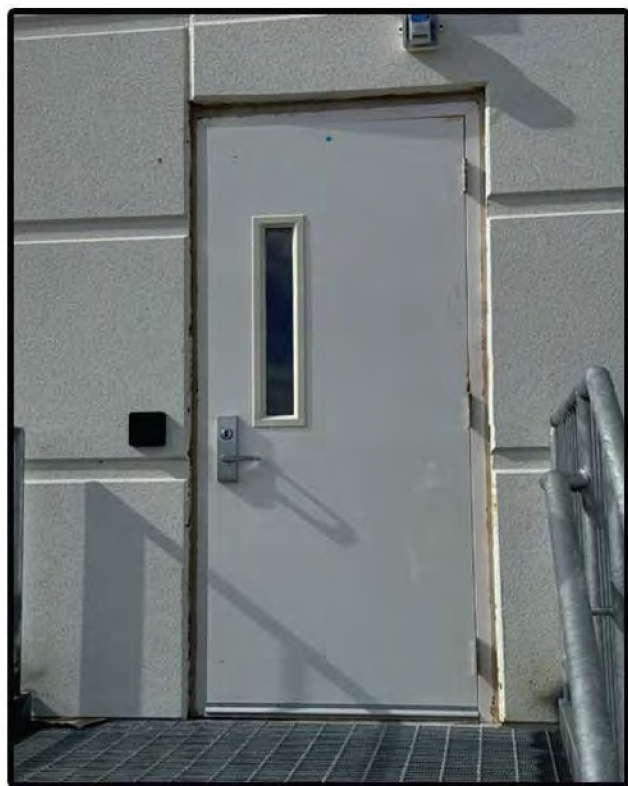
#1 ALUMINUM & GLASS
STOREFRONT SYSTEM - BLACK



#2 CONCRETE WALL PANEL
MAIN COLOR WHITE, ACCENT
COLORS BLACK



#3 INSULATED OVERHEAD
DOORS WITH DOCK SHELTERS



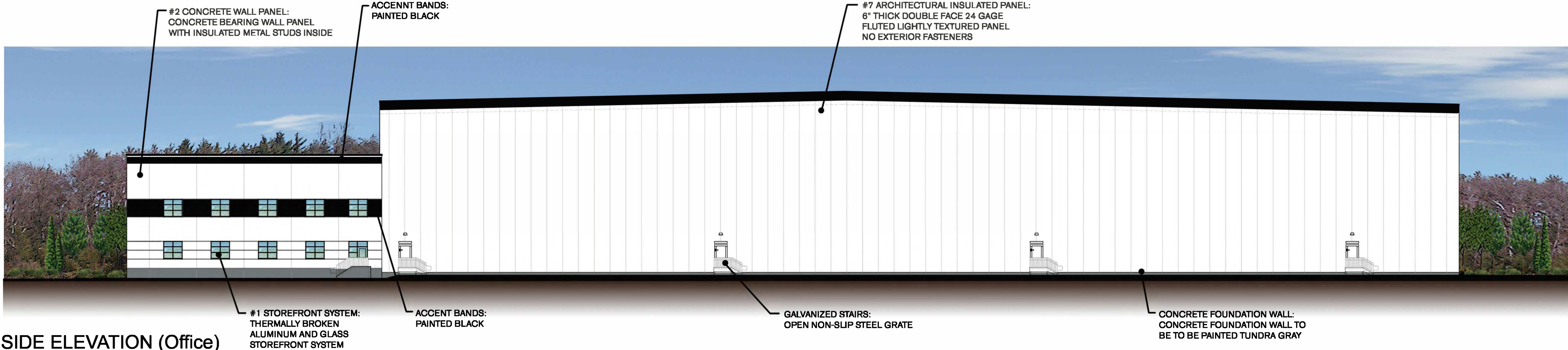
#4 FIBERGLASS MAN DOORS



#6 CONTINUOUS CANOPY



#7 LIGHT TEXTURED
ARCHITECTURAL
INSULATED PANELS



SIDE ELEVATION (Office)

Exhibit D-6

Seabrook, TX

Building Materials



CamfieldPartners
Building Corporate Homes for Successful Businesses

Legend

 Property Line

 Site Setback



Exhibit D-7

Seabrook, TX

Site Setback Plan



CamfieldPartners
Building Corporate Homes for Successful Businesses

Legend

 City of Seabrook Sign



 Development Sign

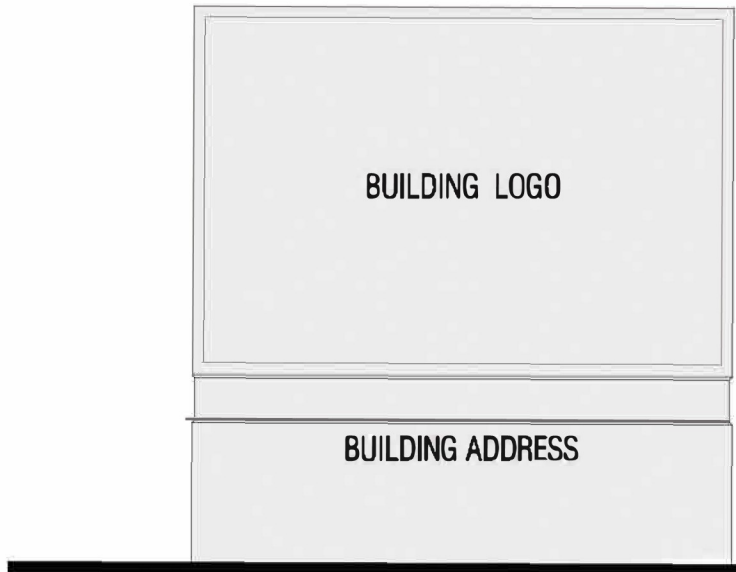
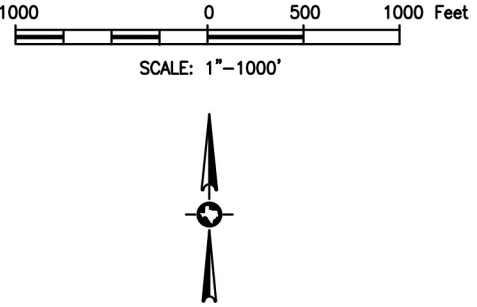
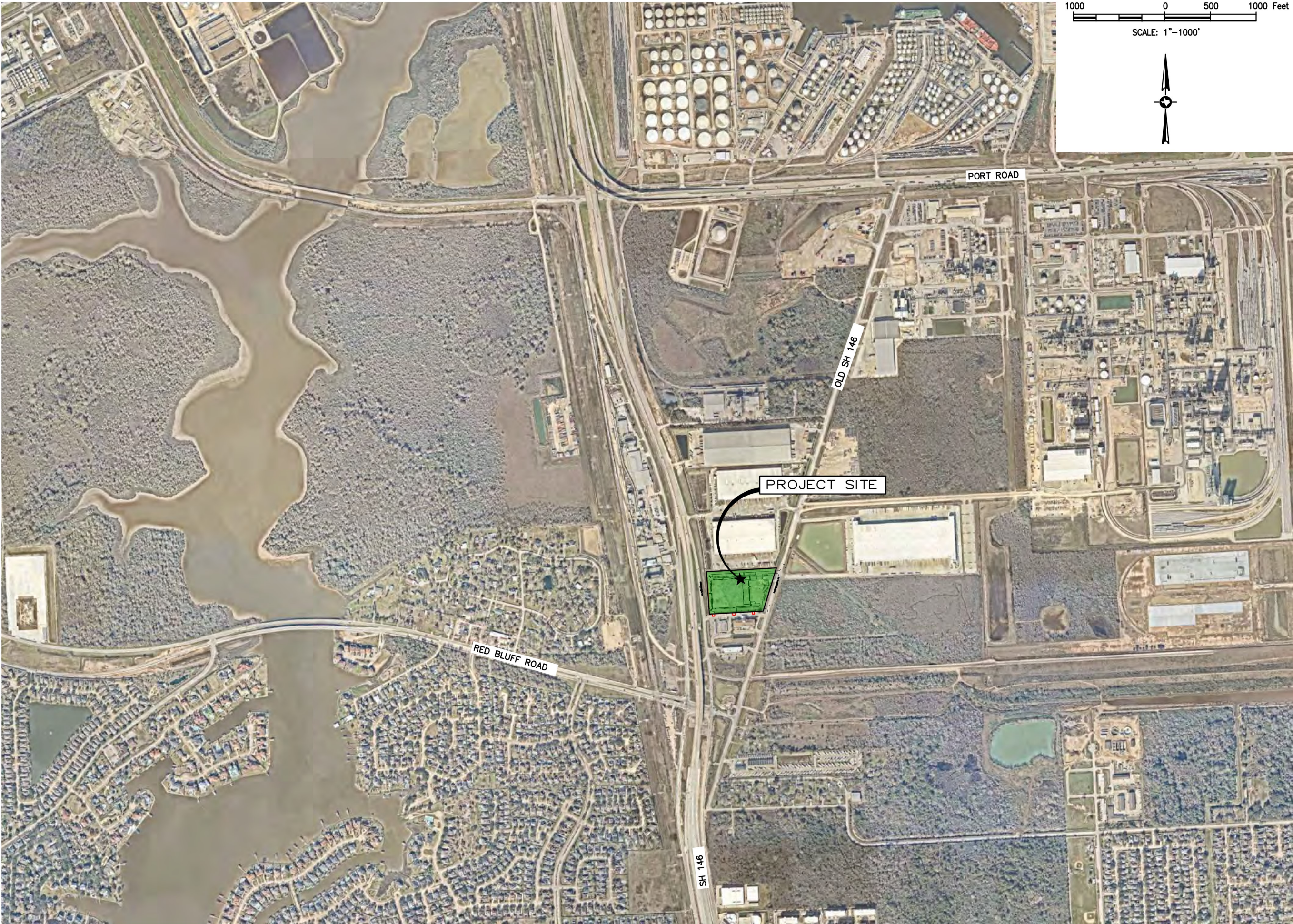


Exhibit D-8

Seabrook, TX

Site Signage Plan

INFORMATION AND DATA CONTAINED IN THIS DRAWING ARE STRICTLY CONFIDENTIAL AND ARE SUPPLIED ON THE UNDERSTANDING THAT THEY WILL BE HELD CONFIDENTIALLY AND NOT REPRODUCED, COPIED OR DISCLOSED TO THIRD PARTIES WITHOUT THE PRIOR WRITTEN CONSENT OF SHELMARK ENGINEERING, LLC



**CAMFIELD PARTNERS
OLD FM 146
SEABROOK, TEXAS**

PROJECT:



ISSUED FOR	
 7/16/24	REVIEW

INTERIM SUBMITTAL
DOCUMENT INTENDED
FOR REVIEW ONLY.
NOT ISSUED
FOR CONSTRUCTION.

ENGINEER:
MARCUS J. MICHNA P.E.
REGISTRATION NO. 84739

DATE: 7/16/2024

SHEET:
AREA LOCATION MAP

SHEET NO:

Ex.D-9

SCALE: 1"=1000'	BY: SBK
JOB NO: 23-152	REV: A

INFORMATION AND DATA CONTAINED IN THIS DRAWING ARE STRICTLY CONFIDENTIAL AND ARE SUPPLIED ON THE UNDERSTANDING THAT THEY WILL BE HELD CONFIDENTIALLY AND NOT REPRODUCED, COPIED OR DISCLOSED TO THIRD PARTIES WITHOUT THE PRIOR WRITTEN CONSENT OF SHELMARK ENGINEERING, LLC



CAMFIELD PARTNERS
OLD FM 146
SEABROOK, TEXAS



ISSUED FOR	
A	7/16/24 REVIEW

INTERIM SUBMITTAL
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FOR CONSTRUCTION.

ENGINEER:
MARCUS J. MICHNA P.E.
REGISTRATION NO. 84739

DATE: 7/16/2024

SHEET:
AERIAL EXHIBIT

SHEET NO:
Ex. D-10

SCALE:	1"=200'	BY:	SBK
JOB NO:	23-152	REV:	A

INFORMATION AND DATA CONTAINED IN THIS DRAWING ARE STRICTLY CONFIDENTIAL AND ARE SUPPLIED ON THE UNDERSTANDING THAT THEY WILL BE HELD CONFIDENTIALLY AND NOT REPRODUCED, COPIED OR DISCLOSED TO THIRD PARTIES WITHOUT THE PRIOR WRITTEN CONSENT OF SHELMARK ENGINEERING, LLC

Camfield Partners, LLC - Seabrook, TX PUD
Legal Description

Exhibit A

Tract 1:
Restricted Reserve "A" (being 4.6900 acres) in Block One (1) of BAYPORT LOGISTICS CENTER, PHASE TWO (2), an addition to the City of Seabrook, in the Ritson Morris Survey, Abstract Number 52, in HARRIS County, Texas, according to the map or plat thereof recorded at Film Code Number 662034 of the Map Records of HARRIS County, Texas.

Tract 2:
A tract or parcel of land containing 2.500 acres (or 180,903 square feet), more or less, in the Ritson Morris Survey, Abstract 52, HARRIS County, Texas, said tract being out of and part of a certain 19.4174 acre tract of land, described in those certain Warranty Deed(s) from Vannie E. Cook, Jr., to John B. Carter, Jr., recorded under Harris County Clerk's File No(s). D-486035 and D-486036; the said 2.500 acre tract being more particularly described by metes and bounds as follows:

BEGINNING in the west line of Old State Highway 146 (variable right of way), at the northeast corner of Lot 1 in Block 1 of STATE HIGHWAY 146 BUSINESS PARK, according to the plat recorded at Film Code 618282 of the Map Records of Harris County, Texas, and the said corner, being the southeast corner of the herein described tract, from which a found 5/8-inch iron rod bears South 67° 28' 30" East, 0.28 feet;

THENCE South 86° 49' 00" West, along and with the north line of said Lot 1 in Block 1 of STATE HIGHWAY 146 BUSINESS PARK, a distance of 295.00 feet to the most southerly southeast corner of BAYPORT LOGISTICS CENTER PHASE Two FINAL PLAT, recorded at Film Code No. 662034, being the southwest corner of the herein described tract, from which a found 5/8-inch iron rod bears North 19° 27' 04" West, 0.21 feet;

THENCE North 17° 01' 00" East, along and with the easterly line of said BAYPORT LOGISTICS CENTER PHASE Two, a distance of 393.35 feet to a point for interior corner of said BAYPORT LOGISTICS CENTER PHASE Two tract, being the northwest corner of the herein described tract, from which a found 5/8-inch iron rod bears North 43° 19' 48" East, 0.30 feet;

THENCE North 86° 49' 00" East, along and with BAYPORT LOGISTICS CENTER PHASE TWO tract, a distance of 295.00 feet to a point for corner in said west line of Old State Highway 146 (variable right of way), being the most easterly southeast comer of said BAYPORT LOGISTICS CENTER PHASE Two tract, being the northwest corner of the herein described tract, from which a found 5/8-inch iron rod bears South 60° 40' 14" West, 0.63 feet;

THENCE South 17° 01' 00" West, along and with said west line of Old State Highway 146 (variable right of way), a distance of 393.35 feet to the PLACE OF BEGINNING.

Tract 3:
Terms and provisions of that certain Access Easement Agreement by and between Pommel Meadows Hospitality LLC and WMF INVESTMENTS, INC., dated March 27, 2019, filed for record RP-2019-121623 of the Official Public Records of Real Property of HARRIS County, Texas.

PROJECT:

CAMFIELD PARTNERS
OLD FM 146
SEABROOK, TEXAS



ISSUED FOR	
A	7/16/24 REVIEW

INTERIM SUBMITTAL
DOCUMENT INTENDED
FOR REVIEW ONLY.
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FOR CONSTRUCTION.

ENGINEER:
MARCUS J. MICHNA P.E.
REGISTRATION NO. 84739

DATE: 7/16/2024

SHEET:
Legal Description

SHEET NO:
Ex. D-11

SCALE:	N.T.S.	BY:	SBK
JOB NO:	23-152	REV:	A

INFORMATION AND DATA CONTAINED IN THIS DRAWING ARE STRICTLY CONFIDENTIAL AND ARE SUPPLIED ON THE UNDERSTANDING THAT THEY WILL BE HELD CONFIDENTIALLY AND NOT REPRODUCED, COPIED OR DISCLOSED TO THIRD PARTIES WITHOUT THE PRIOR WRITTEN CONSENT OF SHELMARK ENGINEERING, LLC

LANDSCAPE SUMMARY

SITE AREA = 313,178SF
LANDSCAPE REQUIRED (15% OF SITE) = 46,976SF
LANDSCAPE PROVIDED = 71,229SF

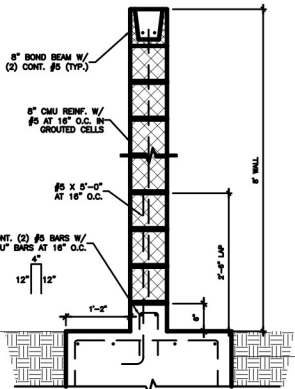
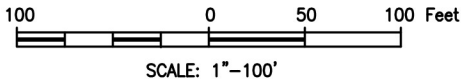
PARKING AREA = 18,394SF
LANDSCAPE REQUIRED (10% OF SITE) = 1,839SF
LANDSCAPE PROVIDED = 3,977SF

1. FRONTAGE TREE: 1 TREE PER 50 LF OF FRONTAGE. $1,548/50 = 31$ EA
2. PARKING LOT ISLAND TREE: 1 TREE PER 12 PARKING SPACES = 4 EA

*** TREES MUST MEET LANDSCAPING REQUIREMENTS SET BY THE CITY OF SEABROOK CITY ORDINANCE. CHANGE IN LANDSCAPING MUST BE APPROVED BY URBAN FORESTER.

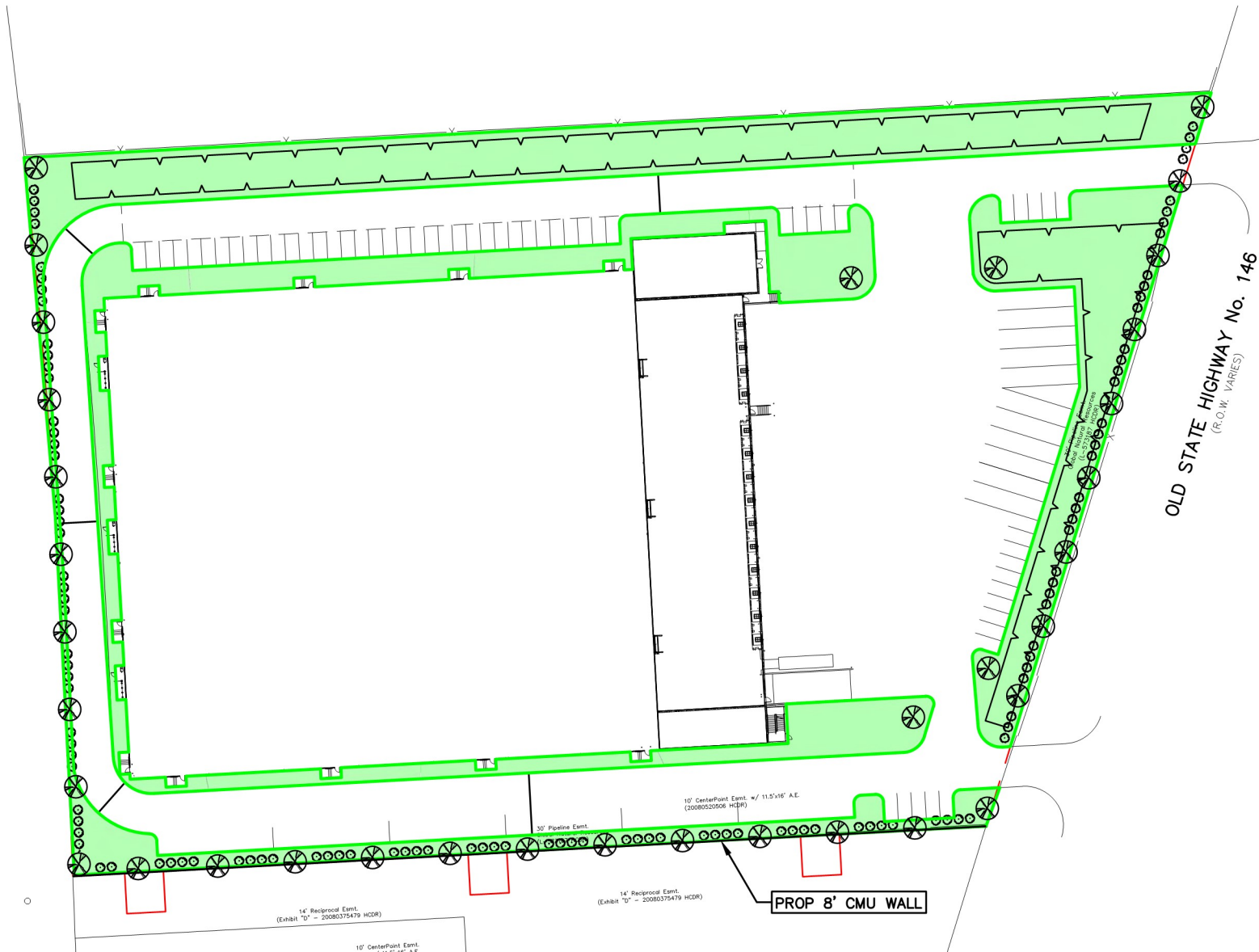
LANDSCAPE LEGEND

-  SITE PARKING SCREENING
24" TALL SHRUBS
-  SITE PERIMETER TREES
2" CALIPER MINIMUM
-  SITE GREEN SPACE



CMU WALL

N.T.S.



CAMFIELD PARTNERS
OLD FM 146
SEABROOK, TEXAS

PROJECT:



ISSUED FOR
7/16/24
REVIEW

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FOR CONSTRUCTION.

ENGINEER:
MARCUS J. MICHNA P.E.
REGISTRATION NO. 84739

DATE: 7/16/2024

SHEET:
LANDSCAPE PLAN

SHEET NO:
Ex. D-12

SCALE: 1"=100' BY: SBK

JOB NO: 23-152 REV: A

INFORMATION AND DATA CONTAINED IN THIS DRAWING ARE STRICTLY CONFIDENTIAL AND ARE SUPPLIED ON THE UNDERSTANDING THAT THEY WILL BE HELD CONFIDENTIALLY AND NOT REPRODUCED, COPIED OR DISCLOSED TO THIRD PARTIES WITHOUT THE PRIOR WRITTEN CONSENT OF SHELMARK ENGINEERING, LLC

EXISTING SANITARY SEWER LINE

EXISTING WATER LINE

EXISTING SANITARY MANHOLE

EXISTING FIRE HYDRANT

PROPOSED SANITARY CLEANOUT

PROPOSED SANITARY SEWER LINE

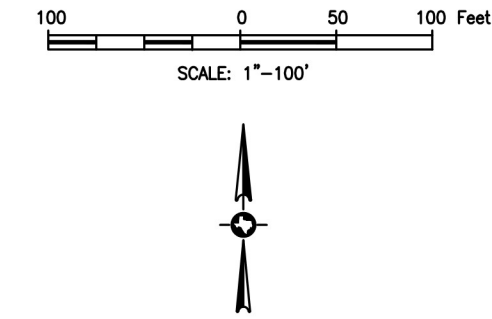
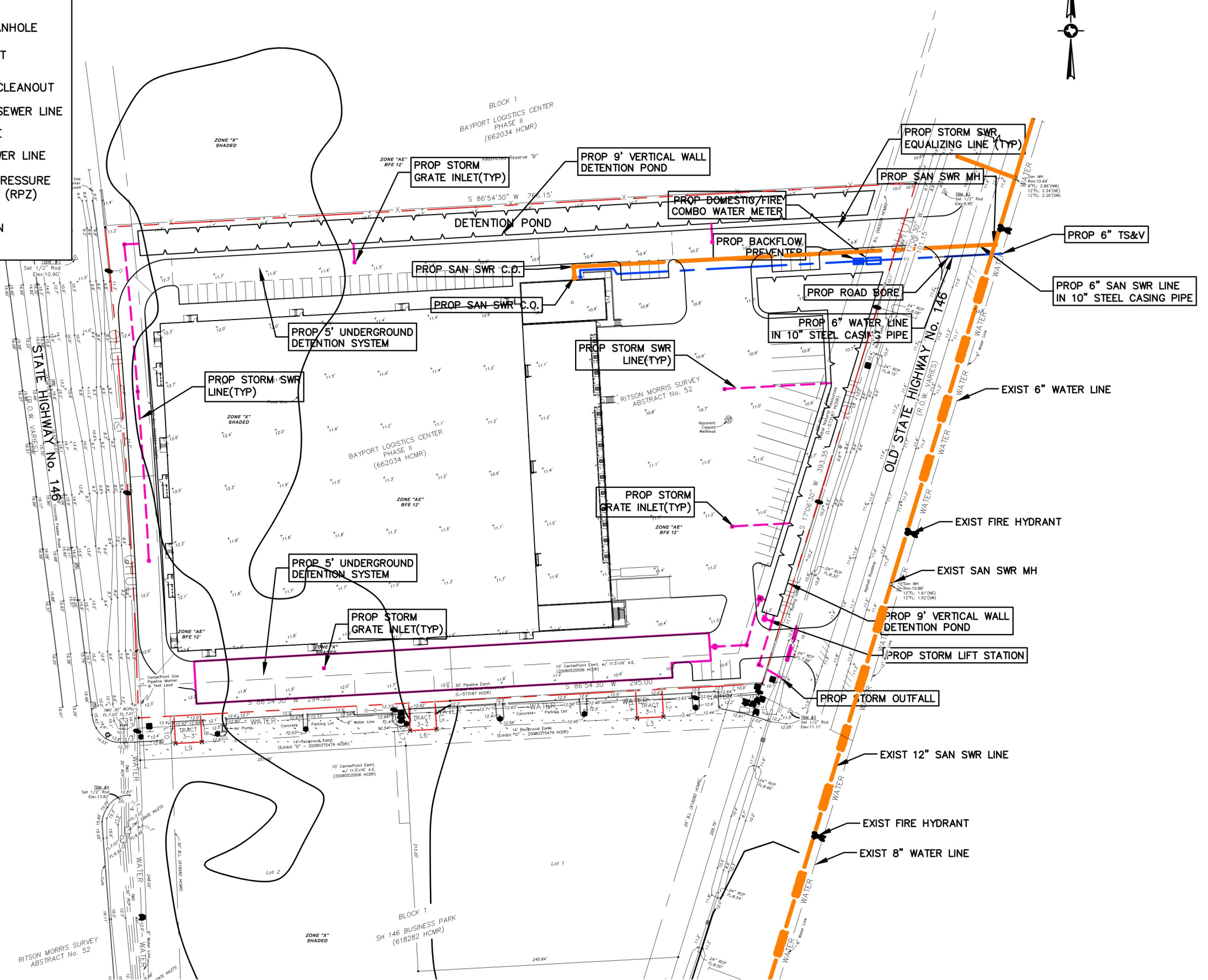
PROPOSED WATER LINE

PROPOSED STORM SEWER LINE

PROPOSED REDUCED PRESSURE BACKFLOW PREVENTER (RPZ)

PROPOSED CATCHBASIN

SITE LEGEND



CAMFIELD PARTNERS
OLD FM 146
SEABROOK, TEXAS



ISSUED FOR	
7/16/24	REVIEW

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FOR CONSTRUCTION.

ENGINEER:
MARCUS J. MICHNA P.E.
REGISTRATION NO. 84739
DATE: 7/16/2024

SHEET:
UTILITY PLAN

SHEET NO:
Ex. D-13

SCALE:	1"=100'	BY:	SBK
JOB NO:	23-152	REV:	A

RITSON MORRIS SURVEY
ABSTRACT No. 52

STATE HIGHWAY No. 146
(R.O.W. VARIES)

BLOCK 1
SH 146 BUSINESS PARK
(618282 HCMR)

BLOCK 2
SH 146 BUSINESS PARK
(618282 HCMR)

EXHIBIT D-14

TOPOGRAPHIC SURVEY

TRACT 1
Being Restricted Reserve "A" (being 4.6900 acres) in Block One (1) of BAYPORT LOGISTICS CENTER, PHASE TWO (2), an addition to the City of Seabrook, in the Ritson Morris Survey, Abstract Number 52, in HARRIS County, Texas, according to the map or plot thereof recorded at Film Code Number 662034 of the Map Records of HARRIS County, Texas.

TRACT 2
Being a tract or parcel of land containing 2.500 acres, in the RITSON MORRIS SURVEY, Abstract 52, Harris County, Texas, said tract being out of and part of a certain 19.4174 acre tract of land, described in those certain Warranty Deed(s) from Vannie E. Cook, Jr., to John B. Carter, Jr., recorded under Harris County Clerk's File No(s). D-486035 and D-486036.

TRACT 3
Being Access Easement No. 1 (called Tract 3-1 hereon, Access Easement No. 2 (called Tract 3-2 hereon), and Access Easement No. 3 (called Tract 3-3 hereon), of that certain Access Easement Agreement by and between Pominel Meadows Hospitality LLC and WMF INVESTMENTS, INC., dated March 27, 2019, filed for record under Clerk's File Number RP-2019-121623 of the Official Public Records of Real Property of Harris County, Texas.

I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.



Stephen C. Blaskey
Registered Professional
Land Surveyor No. 5856

SURVEY DATE: MARCH 30, 2023
FILE No.: 135217001001
DRAFTING: JTK/RWB
JOB No.: 23-0125



LEAGUE CITY OFFICE
Registration Number: 10193855
(281) 554-7739 www.hightidelandsurveying.com
200 HOUSTON AVE, SUITE 6 | LEAGUE CITY, TX 77573
Mailing | P.O. BOX 16142 | GALVESTON, TX 77552

SCALE: 1" = 30'

LINE	BEARING	DISTANCE
L1	N 02°09'30" W	62.91'
L2	S 03°05'30" E	26.00'
L3	S 86°54'30" W	25.00'
L4	N 03°05'30" W	26.00'
L5	S 03°05'30" E	26.00'
L6	S 86°54'30" W	25.00'
L7	N 03°05'30" W	26.00'
L8	S 03°05'30" E	26.00'
L9	S 86°54'30" W	25.00'
L10	N 03°05'30" W	26.00'

CURVE	RADIUS	ARC LENGTH	CHORD	CHORD BEARING	DELTA ANGLE
C1	5917.98'	401.32'	401.25'	N 04°06'04" W	3°53'08"

ABBREVIATIONS

A.E. Aerial Easement
B.L. Building Line
CPP Corrugated Plastic Pipe
Culv. Culvert
Esmt. Easement
FL Flow Line
Fnd. Found
HCDR Harris County Deed Records
HCMR Harris County Map Records
RCP Reinforced Concrete Pipe
R.O.W. Right of Way
San MH Sanitary Manhole
TBM Temporary Benchmark
+ XX.X' Spot Elevation (Natural Grade, Ditch, Asphalt)
+ XX.XX' Spot Elevation (Concrete, Back of Curb, Gutter)

LEGEND

✕ Cut "X"
□ Electrical Box
⊗ Fire Department Control
⊗ Fire Hydrant
⊗ Grate Inlet
⊗ Guy Anchor
⊗ Light Pole
⊗ Overhead Utility Line
⊗ Sanitary Manhole
⊗ Set 1/2" Rod
⊗ San MH
⊗ Storm Drain Manhole
⊗ Vault
⊗ Water Meter
⊗ Water Valve

— Asphalt Center Line
— Asphalt Edge
— Chain Link Fence
— Concrete Center Line
— Ditch Flow Line
— Ditch High Bank
— Grade Break
— Overhead Utility Line
— Pipeline
— Toe of Slope

NOTES:
1) This property does lie within the 100 Year Flood Plain (apparent flood zones shown hereon) according to FIRM Panel No. 48201C1059M, dated January 6, 2017, as established by the Federal Emergency Management Agency.
2) This property is subject to any restrictions of record as established by the City, Rod, or Subdivision Covenants and Restrictions; may also be subject to assessments and setbacks for utility services and power lines as individually recorded or established by OSHA (call your power company).
3) Bearings based on Monumentation of Bayport Logistics Center, Phase II recorded plot.
4) Elevations are shown in feet above Mean Sea Level NAD 83 Datum as tied to NGS Monument H030 57 (AW549).
5) Fidelity National Title Insurance Company Insured. Confidential Partners, LLC.
Issue Date: March 14, 2023



EXHIBIT D-15

TOPOGRAPHIC SURVEY

TRACT 1

Being Restricted Reserve "A" (being 4.6900 acres) in Block One (1) of BAYPORT LOGISTICS CENTER, PHASE TWO (2), an addition to the City of Seabrook, in the Ritson Morris Survey, Abstract Number 52, in HARRIS County, Texas, according to the map or plat thereof recorded at Film Code Number 662034 of the Map Records of HARRIS County, Texas.

TRACT 2

Being a tract or parcel of land containing 2.500 acres, in the RITSON MORRIS SURVEY, Abstract 52, Harris County, Texas, said tract being out of and part of a certain 19.4174 acre tract of land, described in those certain Warranty Deed(s) from Vannie E. Cook, Jr., to John B. Carter, Jr., recorded under Harris County Clerk's File No(s). D-486035 and D-486036.

TRACT 3

Being Access Easement No. 1 (called Tract 3-1 hereon, Access Easement No. 2 (called Tract 3-2 hereon), and Access Easement No. 3 (called Tract 3-3 hereon), of that certain Access Easement Agreement by and between Pommel Meadows Hospitality LLC and WMF INVESTMENTS, INC., dated March 27, 2019, filed for record under Clerk's File Number RP-2019-121623 of the Official Public Records of Real Property of Harris County, Texas.

I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction, and that this map, together with dimensions as shown hereon, accurately represents the facts as found on the ground this date.



Stephen C. Blaskey
Registered Professional
Land Surveyor No. 5856



LEAGUE CITY OFFICE
Registration Number: 1018885
(281) 254-7730 www.hightidelandsurveying.com
200 HOUSTON AVE, SUITE B | LEAGUE CITY, TX 77573
Mailing | P.O. BOX 16142 | GALVESTON, TX 77552

SCALE: 1" = 30'

LINE BEARING	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
L1 N 02°09'30" W	62.91'		
L2 S 03°05'30" E	26.00'		
L3 S 86°54'30" W	25.00'		
L4 N 03°05'30" E	26.00'		
L5 S 03°05'30" E	26.00'		
L6 S 86°54'30" W	25.00'		
L7 N 03°05'30" W	26.00'		
L8 S 03°05'30" E	26.00'		
L9 S 86°54'30" W	25.00'		
L10 N 03°05'30" W	26.00'		

CURVE/RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	5917.98'	401.32'	N 04°06'04" W	3°53'08"

ABBREVIATIONS

B.L.	Building Line
Esmt.	Easement
FL	Flow Line
Fnd.	Found
HCDR	Harris County Deed Records
HCMR	Harris County Map Records
RCP	Reinforced Concrete Pipe
R.O.W.	Right of Way
San MH	Sanitary Manhole
TBM	Temporary Benchmark
+ XX.X'	Spot Elevation (Natural Grade, Ditch, Asphalt)
+ XX.XX'	Spot Elevation (Concrete, Back of Curb, Gutter)

LEGEND

⊗	Communications Manhole	—	Asphalt Center Line
⊕	Fire Hydrant	—	Asphalt Edge
⊙	Gas Marker Pin Flag	—	Chain Link Fence
⊖	Guy Anchor	—	Ditch Flow Line
⊗	Power Pole	—	Ditch High Bank
⊙	Sanitary Manhole	—	Grade Break
⊕	Set 1/2" Rod	—	Overhead Utility Line
⊖	Storm Drain Manhole	—	Pipeline
⊗	Telecommunications Pedestal	—	Toe of Slope
⊕	Vault		
⊖	Water Meter		
⊗	Water Valve		
⊕	Well Head		

NOTES:
1) This property does lie within the 100 Year Flood Plain (apparent flood zones shown hereon) according to FEMA Panel No. 48201C109M, dated January 6, 2017, as established by the Federal Emergency Management Agency.
2) This property is subject to any restrictions of record as established by the City, Plat, or Subdivision Covenants and Restrictions; may also be subject to easements and setbacks for utility services and power lines as individually recorded or established by OSHA (call your power company).
3) Bearings based on Monumentation of Bayport Logistics Center, Phase II recorded plat.
4) Elevations are shown in feet above Mean Sea Level NAVD 88 Datum as tied to NGS Monument H0330 57 (AW5499).
5) Fidelity National Title Insurance Company
Insured: Curried Partners, LLC.
GF No.: 107668230028
Issue Date: March 14, 2023

Exhibit “B” to Ordinance No. 2024-11

1. Planned Unit Development Plan (on file with City Secretary)



Agenda Briefing

Date of Meeting: March 4, 2025

Responsible Department: City Secretary's Office

Presenter: Joe Machol, At-Large Position 6

Briefing Prepared By:

Strategic Focus Area:

General Information:

Discussion and possible action to direct staff regarding the purchasing process for the Carothers Coastal Gardens East Tract grading and drainage project, specifically to discontinue pre-bid and cooperative purchasing options and proceed with a rebid as a Request for Proposals (RFP) for grading and drainage work and including procurement plans for the water/irrigation and electrical on the project.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached: None

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:



Agenda Briefing

Date of Meeting: March 4, 2025

Responsible Department: City Manager's Office

Presenter: Gayle Cook, City Manager

Briefing Prepared By:

Strategic Focus Area:

General Information:

Consider and take all appropriate action on Amendment No. 3 to the Memorandum of Settlement Agreement between the City of Seabrook and Port of Houston Authority.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached: None

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:



Agenda Briefing

Date of Meeting: March 4, 2025

Responsible Department: City Manager's Office

Presenter: Gayle Cook, City Manager

Briefing Prepared By:

Strategic Focus Area:

General Information:

Consider and take all appropriate action on the Amended and Restated Industrial District Agreement - IDA (Seabrook Industrial District) between the City of Seabrook and Port of Houston Authority.

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached: None

Prior Action / Review by Council, Boards, Commissions:

Staff Recommendation:



Agenda Briefing

Date of Meeting: March 4, 2025

Responsible Department: City Secretary's Office

Presenter: Buddy Hammann, Mayor Pro Tem, At-Large Position 5

Briefing Prepared By:

Strategic Focus Area:

General Information:

Hear a report on the previously approved item on October 4, 2022: License and Indemnity Agreement between the City of Seabrook and Seabrook American Flag Initiative (SAFI).

Executive Summary / Background:

Funding / Fiscal Information:

Supporting Materials Attached: None

Prior Action / Review by Council, Boards, Commissions:

Previously heard 10/1/2024

Staff Recommendation:

March 2025

March 2025							April 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
2	3	4	5	6	7	1	6	7	1	2	3	4	5
9	10	11	12	13	14	8	13	14	8	9	10	11	12
16	17	18	19	20	21	15	20	21	15	16	17	18	19
23	24	25	26	27	28	22	27	28	22	23	24	25	26
30	31					29			29	30			

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Feb 23	24	25	26	27	28	Mar 1
2	3	4 6:00pm Regular City Council Meeting (City Hall)	5	6 6:00pm Open Space and Trails Committee Meeting (Public Works Facility)	7	8
9	10	11	12	13 6:00pm Seabrook Economic Development Board of Directors Meeting	14 8:00am Seabrook Lucky Trails	15
16 Seabrook Lucky Trails	17	18 6:00pm Regular City Council Meeting (City Council Chamber)	19	20 6:00pm Seabrook Planning & Zoning Commission Meeting (Council Chamber)	21	22
23	24	25	26	27	28	29 8:00am Trash Bash 2025
30	31	Apr 1	2	3	4	5

April 2025

April 2025							May 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5				1	2	3	
6	7	8	9	10	11	12	4	5	6	7	8	9	10
13	14	15	16	17	18	19	11	12	13	14	15	16	17
20	21	22	23	24	25	26	18	19	20	21	22	23	24
27	28	29	30				25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Mar 30	31	Apr 1 6:00pm Regular City Council Meeting (City Hall)	2	3 6:00pm Open Space and Trails Committee Meeting (Public Works Facility)	4	5 9:00am Seabrook Trail Adventure
6	7	8	9	10 6:00pm Seabrook Economic Development Board of Directors Meeting (Council Chamber)	11	12
13	14	15 6:00pm Regular City Council Meeting (City Council Chamber)	16	17 6:00pm Seabrook Planning & Zoning Commission Meeting (Council Chamber)	18	19 10:00am Easter Excursion
20	21	22	23	24	25	26 8:00am DEA Drug Take Back
27	28	29	30	May 1	2	3