#### **CITY OF DEER PARK** JANUARY 15, 2019 - 7:30 PM **CITY COUNCIL MEETING - FINAL**

Sherry Garrison, Council Position 1 Thane Harrison, Council Position 2 Tommy Ginn, Council Position 3

James Stokes, City Manager Gary Jackson, Assistant City Manager

Ordinance #4044

#### CALL TO ORDER

The 1725th meeting of the Deer Park City Council.

#### INVOCATION

#### PLEDGE OF ALLEGIANCE

#### **PUBLIC HEARINGS**

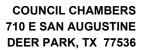
1. Joint Public Hearing on the request of the City of Deer Park to adopt the JPH 19-002 Community Service District in the Zoning Ordinance. Hear comments for or against the request Recommended Action: Adopt Community Service zoning Attachments: 2. Joint Public Hearing on the request of Greenbriar Real Estate on behalf of JPH 19-003 Shirley Hill to rezone 2300 East 13th Street from General Commercial (GC) to Light Industrial (M1). Recommended Action: Hear comments for or against the request 2300 13th Hill Attachments: Hil 2300 13th

Jerry Mouton Jr., Mayor

Rezone 2300 E. 13th St. PZ JPH 011519 Hill

AWARDING/REJECTING BIDS

The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture and unique character.



Bill Patterson, Council Position 4 Ron Martin, Council Position 5 Rae A. Sinor, Council Position 6

Shannon Bennett, TRMC, City Secretary Jim Fox, City Attorney

Resolution #2019-04

3.	Authorization to award bid for Project.	or the Deer Park WetlandsTallow Mitigation	<u>BID 19-001</u>
	Recommended Action:	Authorize to award bid for the Deer Park WetlandsTallow Mitigation	on Project
	<u>Department:</u>	Parks & Recreation	
	<u>Attachments:</u>	Tallow Mitigation Contract Document	
CONS	SENT CALENDAR		
4.	Approval of minutes of works	shop meeting on January 8, 2019.	<u>MIN 19-006</u>
	Recommended Action:	Approval	
	<u>Attachments:</u>	<u>CC_MW_010819</u>	
5.	Approval of minutes of regul	ar meeting on January 8, 2019.	<u>MIN 19-013</u>
	Recommended Action:	Approval	
	<u>Attachments:</u>	<u>CC_MR_010819</u>	
6.	Approval of tax refund to Co overpayment.	relogic in the amount of \$1,062.07 due to an	<u>TAXR</u> <u>19-002</u>
	Recommended Action:	Approve the tax refund to Corelogic.	
	<u>Department:</u>	Finance	
7.	••	ler Tank Rentals LLC in the amount of crease granted by Harris County Appraisal	<u>TAXR</u> <u>19-003</u>
	Recommended Action:	Approve the tax refund to Adler Tank Rentals LLC.	
	<u>Department:</u>	Finance	
8.		vid Rodriguez in the amount of \$504.63 due to freeze change granted by Harris County	<u>TAXR</u> <u>19-004</u>
	Recommended Action:	Approve the tax refund to David Rodriguez.	
	<u>Department:</u>	Finance	
9.	••	G Enterprises LLC in the amount of \$1,263.61 nted by Harris County Appraisal District.	<u>TAXR</u> <u>19-005</u>
	Recommended Action:	Approve the tax refund to DFG Enterprises LLC.	
	Department:	Finance	

The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture and unique character.

City Council	- FINAL	JANUARY 15, 2019
	onco Services Corp. in the amount of \$549.67 Inted by Harris County Appraisal District.	<u>TAXR</u> <u>19-006</u>
Recommended Action:	Approve the tax refund to Conco Services Corp.	
<u>Department:</u>	Finance	
<b>11.</b> Acceptance and release of Phase 3 Project.	retainage for the Manhole Rehabilitation -	<u>ACT 19-002</u>
Recommended Action:	Staff is requesting acceptance and retainage release for t project	the completed
Department:	Public Works	
<u>Attachments:</u>	Manhole rehab phase 3 close-out	
<b>12.</b> Authorization to seek bids for	or the Parks Barn Building Roof Extension.	<u>AUT 19-003</u>
Recommended Action:	Authorize to advertise and to seek bids for the Parks Barr Extension.	n Building Roof
<u>Department:</u>	Parks & Recreation	
<u>Attachments:</u>	<u>quotes</u>	
COMMENTS FROM AUDIENCE		
	registered to address Council in the order registered. There ailable in the Council Chambers and citizens must register b	

#### **NEW BUSINESS**

13.	Consideration of and action on authorizing a change order for an air	<u>CHO 19-001</u>
	conditioning system in the City Hall Council Chambers Studio.	

Recommended Action:	Authorize expenditures
<u>Attachments:</u>	AC for Studio Quote
	Architect Services Agenda Item
	City Hall Architectural
	Change Order Architectural

**14.** Consideration of and action on adopting the 2018-19 Communications
 ADT 19-001

 Plan update.
 ADT 19-001

Recommended Action:Adopt the 2018-19 Communications Plan update.Attachments:Communications Plan - 2018-19 - CC 1-15-19 final

The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture and unique character.

5	Services, Inc., through the T	on the authorization to purchase from Vaught IPS Cooperative Purchasing Program to ng in the Park Meadows Sections 1-4.	<u>PUR 19-00</u>
ł	Department:	Public Works	
	<u>Attachments:</u>	Park Meadows proposal	
â	a water and wastewater rate	on authorization to enter into an agreement for study with NewGen Solutions and Strategies perative Purchasing Program.	<u>AGR 19-00</u>
	Recommended Action:	Authorize an agreement with NewGen Solutions and Strateg and wastewater rate study.	jies for a water
	<u>Attachments:</u>	Deer Park Letter	
		Deer Park W+WW Proposal Letter	
		2017 Fully Executed Contract 1605	
	Consideration of and action of between the City of Deer Par	on an agreement extending the contract rk and Emergicon LLC.	<u>AGR 18-03</u>
	Recommended Action:	Staff recommends approval.	
	<u>Attachments:</u>	Deer Park SA Addendum 2019 - Contract Extension	
	Zoning Commission and a pr	on a recommendation from the Planning and roposed ordinance from the request of Aqua Permit to allow AT&T to construct a 6911 ½ Highway 225.	<u>ORD 19-01</u>
	Recommended Action:	Deny the Ordinance per the Planning and Zoning recommer	idation
	<u>Attachments:</u>	<u>AT&amp;T</u>	
		Specific Use Permit-NOT GRANTEDAqua Solutions-6911	Highway 225-01-20
		on a recommendation from the Planning and oposed ordinance on the request of Breath of	<u>ORD 19-01</u>

- FINAL

4526 Glenwood Avenue.

Recommended Action:	Approval is recommended, per the Planning and Zoning Commission and adopt ordinance.
<u>Attachments:</u>	4526 Glenwood Ave
	Specific Use Permit-Breath of Life International Ministries-Worship-4526 Glenwc

The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture and unique character.

**City Council** 

**JANUARY 15, 2019** 

City Cou	ncil	- FINAL	JANUARY 15, 2019
F		on the results of the joint public hearing and a equest from City of Deer Park to adopt the n the Zoning Ordinance.	<u>ORD 19-016</u>
	Recommended Action:	Approval of the ordinance.	
	<u>Attachments:</u>	Adopt Community Service zoning	
f t	proposed ordinance on the r	on the results of the joint public hearing and a equest from Greenbriar Real Estate/Shirley Hill reet from General Commercial (GC) to Light	<u>ORD 19-017</u>
	Recommended Action:	Approval of the ordinance.	
	<u>Attachments:</u>	2300 13th Hill	
	Consideration of and action 2017-2018 Budget for the Fi	on an ordinance to amend the Fiscal Year re Marshal's Office.	<u>ORD 19-011</u>
	Recommended Action:	Approve the ordinance to amend the Fiscal Year 2017-20 Fire Marshal's Office.	18 Budget for the
	Department:	City Manager's Office	
	<u>Attachments:</u>	Ord - Amend Budget FY18 FMO (Cert Pay)	
-	Consideration of and action 2017-2018 Budget for Legal	on an ordinance to amend the Fiscal Year Services.	ORD 19-012
	<u>Attachments:</u>	Ord - Amend Budget FY18 Legal Services	
	Consideration of and action 2017-2018 Budget for the Hi	on an ordinance to amend the Fiscal Year umane Division.	<u>ORD 19-013</u>
	<u>Attachments:</u>	Ord - Amend Budget FY18 Humane Printers	

#### ADJOURN

Shannon Bennett, TRMC City Secretary

Posted on Bulletin Board January 11, 2019

City Hall is wheelchair accessible and accessible parking spaces are available. Hearing assistance devices are available. Requests for accomodations services must be made 72 hours prior to any meeting. Please contact the City Secretary's office at 281-478-7248 for further information.

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# City of Deer Park

## Legislation Details (With Text)

File #:	JPH	19-002	Version:	1	Name:	
Туре:	Join	t Public H	earing		Status:	Agenda Ready
File created:	1/10	)/2019			In control:	City Council
On agenda:	1/15	5/2019			Final action:	
Title:		t Public He Zoning Ore		ne req	uest of the City o	of Deer Park to adopt the Community Service District in
Sponsors:						
Indexes:						
Code sections:						
Attachments:	<u>Ado</u>	<u>pt Commı</u>	unity Service	e zoni	ing	
Date	Ver.	Action By	/		Act	tion Result
1/15/2019	1	City Cou	uncil			

Joint Public Hearing on the request of the City of Deer Park to adopt the Community Service District in the Zoning Ordinance.

#### Summary:

The Planning and Zoning Commission met on November 19, 2018 for a Preliminary Public Hearing. Following the hearing, the Planning and Zoning Commission made a recommendation to City Council to approve the request to adopt the Community Service District in the Zoning Ordinance.

Fiscal/Budgetary Impact:

None

Hear comments for or against the request

#### NOTICE OF JOINT PUBLIC HEARING

Notice is hereby given that the City Council and the Planning and Zoning Commission of the City of Deer Park, Texas, will hold a joint public hearing at City Hall, 710 East San Augustine Street, at 7:30 p.m. on the 15th day of January, 2019 at which time and place they will hear all persons desiring to be heard on or in connection with any matter or question relating to the proposed amendment to Ordinance No. 3886, the Zoning Ordinance, adding Community Service District (CS) to the Commercial Zoning Districts, Appendix A, Sections 2.02.2 and 7.02.05.

Shannon Bennett, TRMC City Secretary

Dated this 19th day of December 2018



# City of Deer Park

## Legislation Details (With Text)

File #:	JPH	19-003	Version:	1	Name:		
Туре:	Join	t Public H	earing		Status:	Agenda Ready	
File created:	1/10	)/2019			In control:	City Council	
On agenda:	1/15	5/2019			Final action:		
Title:						ar Real Estate on behalf of Shirley Hill to rezone 23 ) to Light Industrial (M1).	00
Sponsors:							
Indexes:							
Code sections:							
Attachments:	<u>2300</u>	0 13th Hill					
	<u>Hil 2</u>	2300 13th					
	Rez	one 2300	E. 13th St.				
		JPH 0115					
	<u> </u>		<u>519_1111</u>				
Date	Ver.	Action By	/		Acti	ion Result	
1/15/2019	1	City Cou	ıncil				

Joint Public Hearing on the request of Greenbriar Real Estate on behalf of Shirley Hill to rezone 2300 East 13th Street from General Commercial (GC) to Light Industrial (M1).

Summary:

The Planning and Zoning Commission met on November 19, 2018 for a Preliminary Public Hearing. Following the hearing, the Planning and Zoning Commission made a recommendation to City Council to approve the request of from Greenbriar

Real Estate on behalf of Shirley Hill to rezone 2300 East 13th Street from General Commercial (GC) to Light Industrial (M1)

Fiscal/Budgetary Impact:

None

Hear comments for or against the request

#### NOTICE OF JOINT PUBLIC HEARING

Notice is hereby given that the City Council and the Planning and Zoning Commission of the City of Deer Park, Texas, will hold a joint public hearing at City Hall, 710 East San Augustine Street, at 7:30 p.m. on January 15, 2019 at which time and place they will hear all persons desiring to be heard on or in connection with any matter or question involving

A proposed amendment to Ordinance No. 3886, the Zoning Ordinance, placing in the Light Industrial (M-1) Zoning District, A 7.254 acre tract of land being part of LOT 607 Town of La Porte also known as 2300 East Boulevard, City of Deer Park, Harris County, Texas, and taking the same out of the General Commercial (GC) Zoning District. It having been recommended by the Planning and Zoning Commission in a preliminary report filed with the City Council, which is available for inspection by all interested persons, that such amendment be granted.

All persons are warned that the City Council has the power to change any and all features of the proposed amendment, as recommended by said Planning and Zoning Commission in its preliminary report, and may or may not change such property to the above described zoning district.

Shannon Bennett, TRMC City Secretary

Dated this 19th day of December 2018



Don Tippit, Chairman Douglas Cox, Commissioner Ray Balusek, Commissioner Stan Garrett, Commissioner Danielle Wendeburg, Commissioner

710 E. San Augustine • P. O. Box 700 • Deer Park, Texas 77536 • (281) 479-2394 • Fax: (281) 478-7217

**PLANNING & ZONING COMMISSION** 

November 20, 2018

Honorable Mayor and City Council City of Deer Park P. O. Box 700 Deer Park, Texas 77536

Honorable Mayor and Council:

On November 19, 2018, the Planning and Zoning Commission met for a public hearing to consider the request of Greenbriar Real Estate on behalf of Shirley Hill to rezone 2300 East 13<sup>th</sup> Street from General Commercial (GC) to Light Industrial (M1).

As a result of the hearing, the Planning and Zoning Commission would like to recommend the request be granted.

Respectfully submitted,

Don Tippit Chairman Planning and Zoning Commission

## **GREENBRIAR REAL ESTATE SERVICES INC**

September 25, 2014

City of Deer Park

Council Chambers of City Hall

710 E Saint Augustine

Deer Park Texas 77536

Re: 7.2 Acres re-zoning

To: Deer Park Planning and Zoning Commission

Greenbriar Real Estate Services Inc. has listed the property located on 13<sup>th</sup> Street and East Boulevard, Deer Park Texas on behalf of the owner Mrs. Shirley Hill and her son Mr. Kelley Hill.

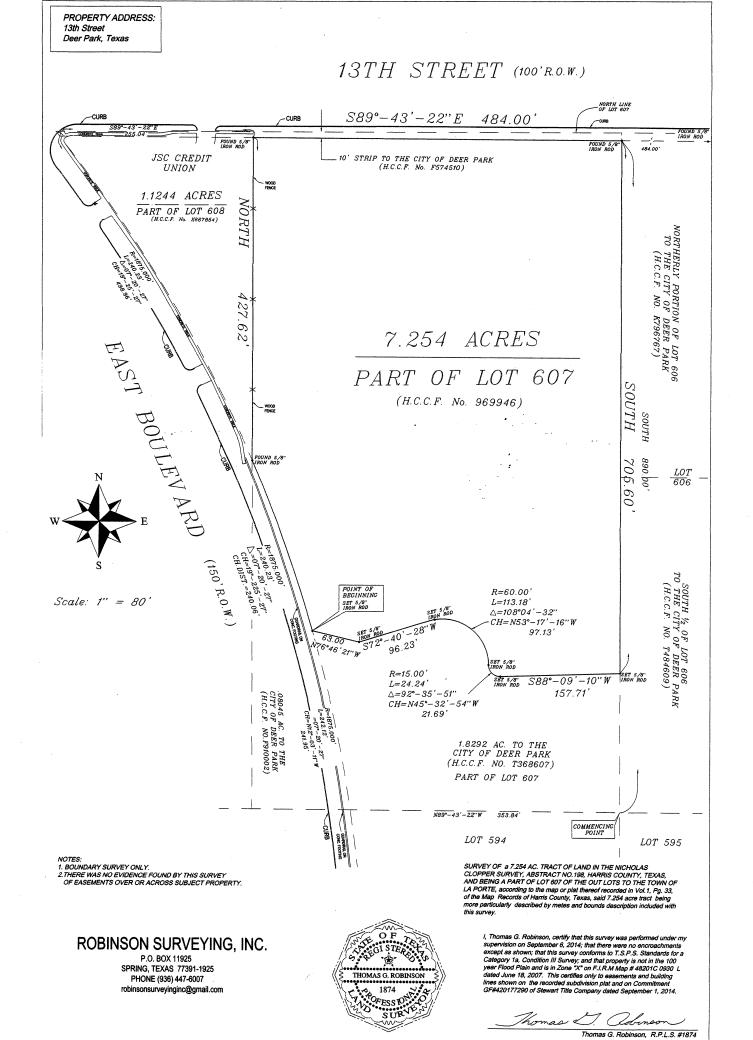
Currently, the property is zoned as residential and the owners would like to rezone the property as commercial for the intended purpose and future use as a commercial parcel. This should coincide with the existing commercial and industrial property owners in the area on 13<sup>th</sup> Street Deer Park, Texas 77536.

Thank you for your attention to this matter.

Sincerely,

**Kelley Hill** 

To:       City of Deer Park Planning & Zoning Commission         It and/or We)		Application for Amendment to the City of Deer Park, Texas Zoning Ordinance						
amendment to the City of Deer Faix Zoning Ordinates of the variety of the City of Deer Faix Zoning Ordinates of the variety of the City of Deer Faix Zoning Ordinates of the variety of the city of Deer Faix Zoning Ordinates of the variety of the city of Deer Faix Zoning Ordinates of the variety of the city of Deer Faix City Secretary and a copy of the receipt is attached.         (I and/or We)       Hilley Aries Hill         (I and/or We)       Hilley Aries Hilley         (I and/or We)       Hilley Aries Hilley	То:	City of Deer Park Date Submitted: <u>9/25/2014</u> Planning & Zoning Commission						
Currently zoned as <u>ALSIAGHIAL</u> Requested to be zoned to <u>COMMERCIAL</u> Deed Restrictions on the above described property are as follows: <u>SEE ATTACHED TITLE REPORT</u> (I and/or We) <u>HIDEY ANN HiW</u> have paid the application fee of \$400.00 to the City of Deer Park City Secretary and a copy of the receipt is attached. <u>ALSIAOIU</u> Date <u>Requested to be zoned to <u>COMMERCIAL</u> New paid the application fee of \$400.00 to the City of Deer Park City Secretary and a copy of the receipt is attached. <u>ALSIAOIU</u> Date <u>Requested to be zoned to <u>COMMERCIAL</u> <u>New paid the</u> <u>Any Marky Any Marky</u> <u>Property Owner's Signature</u> <u>Other Representative (if any)</u></u></u>	amer	adment to the City of Deer Fark Zonnig Ordinance on and tonothing a second and the second sec						
Deed Restrictions on the above described property are as follows: <u>SEE ATTACHED TITLE REPORT</u> (I and/or We) <u>Shipley Ariw Hill</u> have paid the application fee of \$400.00 to the City of Deer Park City Secretary and a copy of the receipt is attached. <u>9 (15/2014</u> Date <u>Property Owner's Signature</u> <u>Proverty Signature</u> <u>Owner's Designated Respresentative (if any)</u>		SEE ATTACHED TITLE REPORT						
Deed Restrictions on the above described property are as follows: <u>SEE ATTACHED TITLE REPORT</u> (I and/or We) <u>Shipley Ariw Hill</u> have paid the application fee of \$400.00 to the City of Deer Park City Secretary and a copy of the receipt is attached. <u>9 (15/2014</u> Date <u>Property Owner's Signature</u> <u>Proverty Signature</u> <u>Owner's Designated Respresentative (if any)</u>								
Deed Restrictions on the above described property are as follows: <u>SEE ATTACHED TITLE REPORT</u> (I and/or We) <u>Shipley Ariw Hill</u> have paid the application fee of \$400.00 to the City of Deer Park City Secretary and a copy of the receipt is attached. <u>9 (15/2014</u> Date <u>Property Owner's Signature</u> <u>Proverty Signature</u> <u>Owner's Designated Respresentative (if any)</u>								
application fee of \$400.00 to the City of Deer Park City Secretary and a copy of the receipt is attached. <u>9(25/2014</u> Date <u>Rev I. Mabelar S</u> Owner's Designated Respresentative (if any) Other Representative (if any)								
Attached. <u>9(25/2014</u> Date <u>Property Owner's Signature</u> <u>Property Owner's Signature</u> <u>Property Owner's Signature</u> <u>Owner's Designated Respresentative (if any)</u> <u>Other Representative (if any)</u>								
<u>Rul I. Chabetar</u> S- Owner's Designated Respresentative (if any)	(I at appl	id/or We)						
A copy of the certificate of ownership or title is attached to the application	appl	ication fee of \$400.00 to the City of Deer Park City Secretary and a copy of the receipt is ched. 9/25/2014						
	appl attac	ication fee of \$400.00 to the City of Deer Park City Secretary and a copy of the receipt is ched. 9(25/2014 Date Qui I. Magetar St. Qui I. Mag						
	appl attac	ication fee of \$400.00 to the City of Deer Park City Secretary and a copy of the receipt is ched. <u>9(25/2014</u> Date <u>Qui I. Magetur St</u> ner's Designated Respresentative (if any) <u>Other Representative (if any)</u>						



	T368607 RECORDED BY AMERICAN TITLE COMPANY GF 346883-K	DEED	522-1	1-1699
کن	THE STATE OF TEXAS	11/06/98 § KNOW ALL MEN §	 T368607 SE PRESE	\$13.00 :NTS:

That for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration in hand paid to L. A. HILL, JR., of Lee County, Texas (hereinafter called Grantor), by THE CITY OF DEER PARK, TEXAS, a political *UM* subdivision of the State of Texas, and a municipal corporation of Harris County, Texas, (hereinafter called Grantee), the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents do GRANT, BARGAIN, SELL and CONVEY unto the said Grantee, for public purposes, all that certain piece, parcel or tract of land situated in Harris County, Texas, and particularly described as follows:

1.8292 acres of land being out of Lot 607, of the Out Lots to the Town of La Porte, according to the map or plat thereof recorded in Volume 1, Page 33, of the Map Records Harris County, Texas. Said Lot 607 being conveyed by deed dated December 29, 1988 to Douglas C. Hill, Kelly L. Hill, June L. Hill, and Nicklas R. Hill, as recorded in Harris County Clerks File No. M003530. Said 1.8292 acres being located in the N. Clooper Survey, Abstract No. 198, Harris County, Texas and being more particularly described by metes and bounds as follows: (Bearings based on R.O.W. alignment of East Boulevard as recorded in Harris County Clerk's File No. G364933);

COMMENCING at a 5/8" iron rod found for the southeast corner of a called 3.0580 acre tract (Parcel 7) conveyed by deed dated September 12, 1979, to The City of Deer Park as recorded in Harris County Clerk's File No. G364933. Said iron rod also being at the intersection of the north line of "X" Street (based on a 80.00' R.O.W.) and the east line of East Boulevard (based on a 150.00' R.O.W.). Said iron rod also being located South 89° 43' 22" East, a distance of 150.00 feet, from the southwest corner of Lot 594, of said Out Lots to the Town of La Porte;

THENCE North 00° 00' 44" West, along the east line of said East Boulevard, for a distance of 628.10 feet to a 5/8" iron rod found for the beginning of a curve to the left;

THENCE continuing along the east line of East Boulevard and said curve, having a central angle of 8° 20' 27", a radius of 1875.00 feet, an arc length of 272.97, a chord bearing of North 04° 10' 59" West, and a chord distance of 272.73 feet, to a 5/8" iron rod set in the common line of Lots 594 and 607 of said Out Lots to the Town of La Porte and the PLACE OF BEGINNING of the described tract;

THENCE continuing along the east line of East Boulevard, being in a curve to the left, having a central angle of 7° 23' 55", a radius of 1875.00 feet, an arc length of 242.12, a chord bearing of North 12° 03' 11" West, and a chord distance of 241.95 feet, to a 5/8" iron rod set for the northwest corner of the herein described tract;

THENCE South 76° 48' 11" East, for a distance of 63.14 feet to a 5/8" iron rod set;

THENCE North 72° 40' 28" East, for a distance of 96.23 feet to a 5/8" iron rod set for the beginning of a curve to the right;

THENCE along said curve, having a central angle of 108° 04' 32", a radius of 60.00 feet, an arc length of 113.18, a chord bearing of South 53° 17' 16" East, and a chord distance of 97.13 feet, to a 5/8" iron rod set for the beginning of a reverse curve;

THENCE along said curve, having a central angle of 92° 35' 51", a radius of 15.00 feet, an arc length of 24.24, a chord bearing of South 45° 32' 54" East, and a chord distance of 21.69 feet, to a 5/8" iron rod set for point of tangent;

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THENCE North 88° 09' 10" East, for a distance of 157.71 feet to a 5/8" iron rod set for the corner in the east line of said Lot 607;

THENCE South 00° 00' 44" East, along the east line of said Lot 607, for a distance of 184.40 feet to a 5/8" iron rod set for the common corner of Lots 594, 595, 606 and 607 of said Out Lot to the Town of La Porte;

THENCE North 89° 43' 22" West, along the common line of said Lots 594 and 607, for a distance of 353.84 reet to the PLACE OF BEGINNING and herein containing within these calls 79,680 square feet or 1.8292 acres of land.

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: any and all restrictions, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

TO HAVE AND TO HOLD the above described lands and premises, together with all and singular the rights, appurtenances and hereditaments forever, and Grantor, for himself, his heirs and assigns, bind himself to warrant and forever defend the title to said lands and premises and every part unto the Grantee, its successors and assigns against the claims of every person whomsoever lawfully claiming or to claim the same or any part thereof.

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12.10 where he would be a prophy ... 3 522-11-1701 Executed this the 24 day of October , 1998. THE STATE OF TEXAS S § COUNTY OF LEC ş This instrument was acknowledged before me on this the 24 day of 0 to c, 1998 by L. A. Hill, Jr. DOROTHY RACKEL MY COMMISSION EXPIRES June 26, 2001 C. Notary Public in and for the State of TEXAS Address of Grantee: P. O. Box 700 Deer Park, Texas 77536 THE STATE OF TEXAS After recording, return to: at this instrument way FUED in File Number at the time stamped before by Mo: and way Officiat Public Recards of Roal Preparty of P. B. Dover, Jr. P. O. Box 57 NOV 6 1998 98 NON - 9 WUN : 01 COUNTY CLERK HARRIS COUNTY. TEXAS Deer Park, Texas 77536 FILED R COUNTY CLERK HARRIS COUNTY TEXAS r. L. Leafon 3

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- <sup>h</sup> , <sup>j</sup> awang	1.78-27-78 609972 4F	574510 LS 2 FJ 5.00
m)	DEED	193-12-1190
THE STATE OF TEXAS COUNTY OF HARRIS That for and in HUNDRED TWENTY TWO AN	<pre>\$ consideration of the su</pre>	BY THESE PRESENTS: m of ONE THOUSAND TWO 2.10) cash in hand paid
to BILLY J. SEALEY ar of Harris County, Te: OF DEER PARK, TEXAS,	nd wife, CHRISTELL J. SE xas, (hereinafter called a political subdivision	ALEY, and L. A. HILL, JR., (Grantors), by THE CITY
called Grantee), the acknowledged by Gran	oration of Harris County receipt and sufficiency tors, Grantors have GRAM se presents do GRANT, BA	y of which is hereby NTED, BARGAINED, SOLD and
unto Grantee, for pu	blic purposes, all that ed in Harris County, Te:	certain piece, parcel or
The North ten f according to th of the Map Reco described by a	eet (10') of Outlots 60 We map or plat thereof runds of Harris County, Thereof runds of the thereof runds of the thereof the thereof the the thereof the thereof the thereof the thereof the thereof the thereof the the thereof the the thereof the	6 and 607, La Porte Outlots, ecorded in Volume 1, Page 33 exas, and being more fully as follows:
south of the no THENCE South 89 607 and 606 als (80' R.O.W.), a of Outlot 606 a Outlot 606 a Outlot 606 a Containing 0.22	943'22" East, parallel so being the south right a distance of 968.0 feet and 5 feet south of the 222 acres, more or less.	-of-way of Thirteenth Street to a point in the east line northeast corner of said
This conveyance	e is made and accepted s	subject to the following at this time: any and all
matters, to the extension restrictions. coven	ants, conditions and eas	gements, if any, relating to
the hereinabove des	cribed property, but onl	Ly to the extent they are
still in effect, sh	own of record in the her	reinabove mentioned county
and state, and to a	ll zoning laws, regulation	ions and ordinances of
municipal and/or ot	her governmental author:	ities, if any, but only to
		relating to the hereinabove
described property.		

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TO HAVE AND TO HOLD the above described lands and premises, together with all and singular the rights, appurtenances and hereditaments forever; and Grantors, for themselves, their heirs and assigns, bind themselves to warrant and forever defend the title to said lands and premises and every part unto the Grantee, its successors and assigns against the claims of every person whomsoever lawfully claiming or to claim the same or any part thereof.

193-12-1191

day: of

Executed this the 7 day of M

THE STATE OF TEXAS

3

BEFORE ME, the undersigned authority, on this day personally appeared Billy J. Sealey and wife, Christell J. Sealey, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

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3978

Given under my hand and seal of office on this the 1978.

THE STATE OF TEXAS COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared L. A. Hill, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein

NOTARY PUBLIC in and for HARRIS COUNTY, T E X Å S P. B. DOVER TY.

mann NOTA HARRIS COUNTY, T E X A S Bett- New Month

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RETURN TO STATEWIDE TITLE COMPANY F910002

220-29-70 217364 OF 910002 LST A PD

PB-837-J6M

16-86-1544

5.00

DEED

THE STATE OF TEXAS S KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of FOUR THOUSAND EIGHT HUNDRED TWENTY-SEVEN AND NO/100 DOLLARS(\$4,827.00) cash in hand paid to BILLY J. SEALEY and wife, CHRISTELL J. SEALEY, and L. A. HILL, JR., of Harris County, Texas, (hereinafter called Grantors), by THE CITY OF DEER PARK, TEXAS, a political subdivision of the State of Texas, and a municipal corporation of Harris County, Texas, (hereinafter called Grantee), the receipt and sufficiency of which is hereby acknowledged by Grantors, Grantors have GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents do GRANT, BARGAIN, SELL and CONVEY unto Grantee, for public purposes, all that certain piece, parcel or tract of land situated in Harris County, Texas, and particularly described as follows:

A tract of land out of Outlot 607 of the La Porte Outlots in the Nicholas Clopper Survey, A-198, Harris County, Texas, according to a plat recorded in Volume 1, Page 33 of the Map Records of Harris County, Texas, more fully described as follows:

COMMENCING at the Northwest corner of Outlot 609 in aforesaid La Porte Outlots, said point also in the East line of the G. M. Patrick Survey, A-624 and in the West line of the Clopper Survey, A-198, and also in the South line of 13th Street (80' R.O.W.); thence South 89°43'22" East along the South line of 13th Street, a distance of 1008.0' to the Northwest corner of Outlot 607; thence South 0°0'44" East along the West line of Outlot 607, a distance of 437.81' to a point and the PLACE OF BEGINNING of the herein described parcel;

THENCE in a Southeasterly direction along a curve to the right, having a central angle of 14°43'59" and a radius of 1875.0', an arc distance of 482.13' to a point in the South line of Outlot 607:

THENCE N 89°43'22" West along the South line of Outlot 607, a distance of 130.17' to the Southwest corner of Outlot 607; THENCE North 0°0'44" West along the West line of Outlot 607, a distance of 462.19' to a point and the PLACE OF BEGINNING; CONTAINING 0.8045 acres of land, more or less.

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: any and all restrictions, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

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COMMENCING at a 5/8" iron rod found for the southeast corner of a called 3.0580 acre tract (Parcel 7) conveyed by deed dated September 12, 1979, to The City of Deer Park as recorded in Harris County Clerk's File No. G364933. Said iron rod also being at the intersection of the north line of "X" Street (based on a 80.00' R.O.W.) and the east line of East Boulevard (based on a 150.00' R.O.W.). Said iron rod also being located South 89° 43' 22" East, a distance of 150.00 feet, from the southwest corner of Lot 594, of said Out Lots to the Town of La Porte;

THENCE North 00° 00' 44" West, along the east line of said East Boulevard, for a distance of 628.10 feet to a 5/8" iron rod found for the beginning of a curve to the left;

THENCE continuing along the east line of East Boulevard and said curve, having a central angle of 8° 20' 27", a radius of 1875.00 feet, an arc length of 272.97, a chord bearing of North 04° 10' 59" West, and a chord distance of 272.73 feet, to a 5/8" iron rod set in the common line of Lots 594 and 607 of said Out Lots to the Town of La Porte and the PLACE OF BEGINNING of the described tract;

THENCE continuing along the east line of East Boulevard, being in a curve to the left, having a central angle of 7° 23' 55", a radius of 1875.00 feet, an arc length of 242.12, a chord bearing of North 12° 03' 11" West, and a chord distance of 241.95 feet, to a 5/8" iron rod set for the northwest corner of the herein described tract;

THENCE South 76° 48' 11" East, for a distance of 63.14 feet to a 5/8" iron rod set;

THENCE North 72° 40' 28" East, for a distance of 96.23 feet to a 5/8" iron rod set for the beginning of a curve to the right;

THENCE along said curve, having a central angle of 108° 04' 32", a radius of 60.00 feet, an arc length of 113.18, a chord bearing of South 53° 17' 16" East, and a chord distance of 97.13 feet, to a 5/8" iron rod set for the beginning of a reverse curve;

THENCE along said curve, having a central angle of 92° 35' 51", a radius of 15.00 feet, an arc length of 24.24, a chord bearing of South 45° 32' 54" East, and a chord distance of 21.69 feet, to a 5/8" iron rod set for point of tangent;

THENCE North 88° 09' 10" East, for a distance of 157.71 feet to a 5/8" iron rod set for the corner in the east line of said Lot 607;

THENCE South 00° 00' 44" East, along the east line of said Lot 607, for a distance of 184.40 feet to a 5/8" iron rod set for the common corner of Lots 594, 595, 606 and 607 of said Out Lot to the Town of La Porte;

THENCE North 89° 43' 22" West, along the common line of said Lots 594 and 607, for a distance of 353.84 feet to the PLACE OF BEGINNING and herein containing within these calls 79,680 square feet or 1.8292 acres of land.

RECORDERS NEMORANDUM ALL BLACKOUTS, ADDITIONS AND CHANSES WERE PRESENT AT THE TIME THE INSTANLEM WAS FILED AND RECORDED. ARY PAOUGON REASEN WHICH RESERCES THE SALE, RENTAL, ON USE OF THE BESCRIEG ACAL PAOUENT NECHTIE OF TEXAS THE STATE OF TEXAS COUNTY OF HARRIS

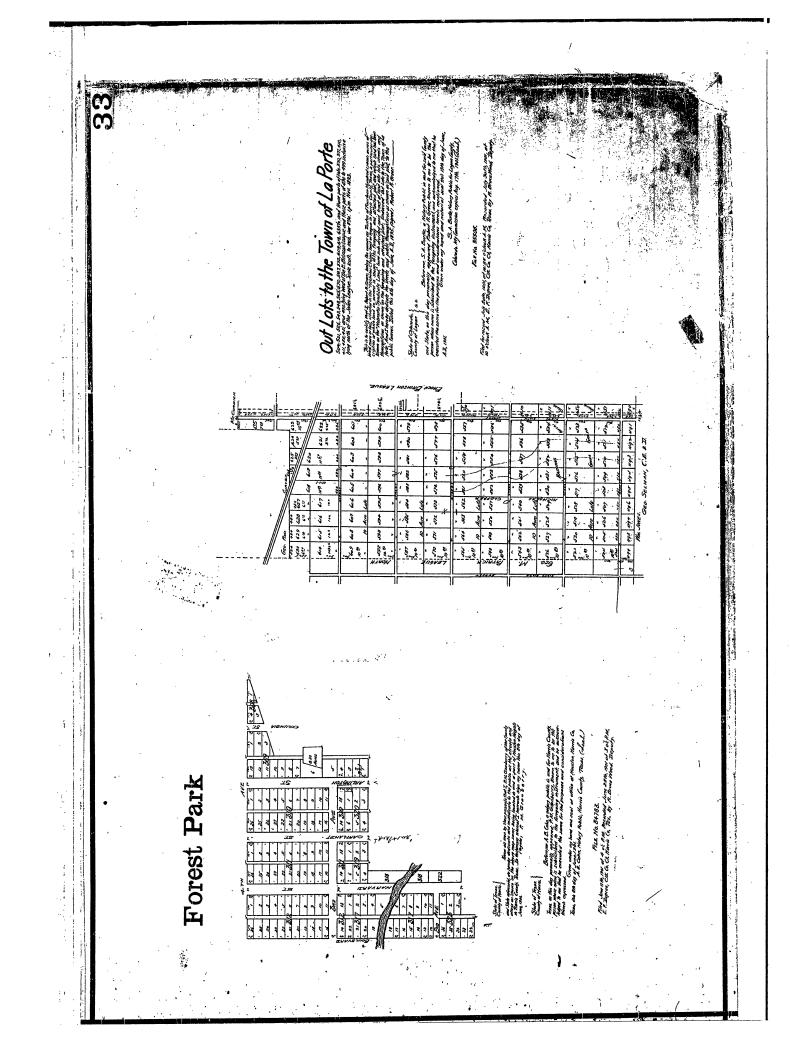
lourday courts finel this instrument was FLED in File Newtor Sequence on the data and at the time class of invest by we; and use duty RECORDED, is the Oficial Public Records of Real Property of Herris County, Totasa on.

APR - 5 2001



COUNTY O FRK

HARRIS COUNTY, TEXAS



THIS REPORT IS NOT TITLE INSURANCE. Liability hereunder is limited to the amount paid for same. This report is furnished solely as an accommodation to the party requesting same and should not be relied upon, as a warranty or representation as to the title to the property described herein and may not be given to or used by any third party. Stewart Title Company assumes no liability whatsoever for the accuracy of this report, nor for any omission or error with respect hereto. You agree to release, indemnify and hold harmless Stewart Title Company because of any negligence by Stewart Title Company (Whether sole, joint or otherwise) for any claim, loss liability or damages arising out of this report. This report is not title insurance. If a policy of title insurance is purchased, any liability thereunder shall be determined by the terms of such policy.

#### TITLE REPORT

FILE NO.: 1420187290

**PRIOR FILE:** 

EFFECTIVE DATE: September 01, 2014 @ 8:00 A.M.

CLOSER: Nona Briscoe

EXAMINER: Al Stewart

ARB NO.: /607 U1/5

#### **APPLICANT:**

Examination from: Records of Stewart Title Company

Subject to: Claims of present occupants; discrepancies in area and boundaries; unpaid bills for labor or material in connection with repairs or new improvements; unpaid taxes.

#### **OWNER OF RECORD APPEARS TO BE:**

LUCHIES AVERY HILL, JR. AND SHIRLEY ANN HILL REVOCABLE LIVING TRUST dated August 9, 2000, Luchies Avery Hill, Jr. and Shirley Ann Hill, Co-Trustees

by virtue of Deed recorded in/under Clerk's File No. U969646 of the Real Property Records of Harris County, Texas.

#### **CORRECT DESCRIPTION OF PROPERTY:**

Lot 607 of Out Lots to the Town of La Porte, an addition in Harris County, Texas, according to the map or plat thereof recorded in/under <u>Volume 1, Page 33</u> of the Map Records of Harris County, Texas, SAVE AND EXCEPT:

a. The North 10 feet thereof conveyed to The City of Deer Park, Texas by deed recorded in/under Clerk's File No. <u>F574510</u> of the Real Property Records of Harris County, Texas;

b. A 0.8045 acre tract conveyed to The City of Deer Park, Texas by deed recorded in/under Clerk's File No. <u>F910002</u> of the Real Property Records of Harris County, Texas; and

c. A 1.8292 acre tract conveyed to The City of Deer Park, Texas by deed recorded in/under Clerk's File No. <u>T368607</u> of the Real Property Records of Harris County, Texas.

SUBJECT TO:

#### **RESTRICTIONS:**

None.

#### EASEMENTS AND RIGHTS OF WAY:

Subject to any easements, rights-of-way, roadways, encroachments, etc., which a survey or physical inspection of the premises might disclose.

#### MINERALS AND/OR ROYALTIES:

A 1/16 non-participating royalty interest in and to all oil, gas and other minerals on, in, under or that may be produced from the subject property is excepted herefrom as the same is set forth in instrument recorded in/under Clerk's File No. <u>D815063</u> of the Real Property Records of Harris County, Texas. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.

#### OTHER EXCEPTIONS:

None.

LIENS:

Notice filed by the City of Deer Park, Texas, in/under Clerk's File No. <u>J574033</u> of the Real Property Records of Harris County, Texas, which determined the necessity of improving 13th Street and assessing a lien against the property abutting thereon.

Notice filed by the City of Deer Park, Texas, in/under Clerk's File Nos. <u>S407155</u>, <u>S447892</u> and <u>T706129</u> of the Real Property Records of Harris County, Texas, which determined the necessity of improving East Boulevard and assessing a lien against the property abutting thereon.

#### MISCELLANEOUS:

Adjoining deeds:

North side: Clerk's File No. <u>F574510</u> of the Real Property Records of Harris County, Texas.

South side: Clerk's File No. T368607 of the Real Property Records of Harris County, Texas.

East side: Clerk's File Nos. K796767 and T730557 of the Real Property Records of Harris County, Texas.

West side: Clerk's File Nos. F910002 and X667854 of the Real Property Records of Harris County, Texas.

#### **NOTES TO CLOSER:**

We find a Release of Lien filed by the City of Deer Park, Texas under Clerk's File No. <u>Y712180</u> of the Real Property Records of Harris County, Texas, which purports to release the lien notice under Clerk's File Nos. <u>S407155</u> and <u>S447892</u> of the Real Property Records of Harris County, Texas. We note that such release was filed in connection with a closing covering other property and it would appear that the intention of such release may have been to release such other property only from the lien. If requested to issue title insurance, we would require a specific release of subject property from the lien be obtained and filed for record.

HCAD Account 0231440000606 Map Facet 6055D-1

TO HAVE AND TO HOLD the above described lands and premises, together with all and singular the rights, appurtenances and hereditaments forever; and Grantors, for themselves, their heirs and assigns, bind themselves to warrant and forever defend the title to said lands and premises and every part unto the Grantee, its successors and assigns against the claims of every person whomsoever lawfully claiming or to claim the same or any part thereof.

Executed this the <u>15</u> day of \_\_\_\_\_ NOVEMBER 1978.

116-86-1545

THE STATE OF TEXAS COUNTY OF HARRIS S

BEFORE ME, the undersigned authority, on this day personally appeared Billy J. Sealey and wife, Christell J. Sealey, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the  $\frac{15}{15}$ day November of \_, 1978. NOTARY PUBLIC HARRIS COUNTY

THE STATE OF TEXAS COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared L. A. Hill, Jr., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

S

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Given under my hand and seal of office on this the 15 day November of 1978. RETURN TO: STATEWIDE TITLE COMPANY. P. O. BOX 5607 PASADENA, TEXAS 77505

HARRIS COUNTY

## **U969646**

04/05/01 101539678 0969646

\$13.00

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#### GENERAL WARRANTY DEED

Date:

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February 21 ,2000 2001

Grantor:

tor: L. A. HILL, JR. and wife, SHIRLEY ANN HILL

### Grantor's Mailing Address (including county):

1027 Harry Street Lexington, Texas 78447 Lee County

Grantee: LUCHIES AVERY HILL, JR. AND SHIRLEY ANN HILL REVOCABLE LIVING TRUST dated August 9, 2000, Luchies Avery Hill, Jr. and Shirley Ann Hill, Co-Trustees

#### Grantee's Mailing Address (including County):

1027 Harry Street Lexington, Texas 78447 Lee County

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration

#### **Property (including any improvements):**

All of Lot 607 of the Outlots to the Town of LaPorte, according to the map or plat thereof recorded in Volume 1, Page 33, of the Map Records of Harris County, Texas. SAVE AND EXCEPT that certain portion sold by Grantor herein to The City of Deer Park, Texas, more particularly described in Exhibit "A", attached hereto and made a part hereof for all purposes.

### **Reservations From and Exceptions to Conveyance and Warranty:**

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, FILE FOR RECORD

8:00 AM

APR - 5 2001

Breaty & Kaylows County Clerk, Harris County, Texas

administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

200 L. A. HILL, JR. fiel Y AXN HILI

#### ACKNOWLEDGMENT

#### STATE OF TEXAS COUNTY OF HARRIS

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This instrument was acknowledged before me on the Alarday of July 2000 by L. A. HILL, JR. and wife, SHIRLEY ANN HILL.

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athenine Notary Public, State of Texas



[Notary Stamp]

PREPARED BY THE OFFICE OF: MICHAEL C. RIDDLE Riddle & Brazil, L.L.P. 4201 FM 1960 West, Suite 550 Houston, Texas 77068

RETURN TO: Mr. and Mrs. L. A. Hill, Jr. 1027 Harry Street Lexington, Texas 78447 PPH 11.19.18 6:15 p.m. MONUMENT AREA FCU PO BOX 58346 HOUSTON, TX 77258-8346

 PPH
 11.19.18
 6:15 p.m.

 HILL JR L A
 30103 MISTY MEADOW DR
 MAGNOLIA, TX 77355-2739

 PPH
 11.19.18
 6:15 p.m.

 GREENBRIAR REAL ESTATE SVCS.
 5626 FM 1960 WEST
 HOUSTON, TX 77069

PPH 11.19.18 6:15 p.m. CIMA PO BOX 866 DEER PARK, TX. 77536-0866

PPH 11.19.18 6:15 p.m. LIBERTY PROPERTY LMTD. PARTNERSHIP 550 E SWEDESFORD RD WAYNE, PA 19087-1610

PPH 11.19.18 6:15 p.m. SHIRLEY HILL 1027 HARRY STREET LEXINGTON, TX 78447 PPH 11.19.18 6:15 p.m. CONROE HOSPITALITY LLC 4006 SPRAYBERRY LN CONROE, TX 77303-5317

PPH 11.19.18 6:15 p.m. BEDFORD THOMAS C PO BOX 70 DEER PARK, TX 77536-0070

 PPH
 11.19.18
 6:15 p.m.

 CITY OF DEER PARK
 PO BOX 700
 DEER PARK, TX 77536-0700



## Legislation Details (With Text)

File #:	BID 1	19-001	Version:	1	Name:		
Туре:	Bids				Status:	Agenda Ready	
File created:	12/4/	2018			In control:	City Council	
On agenda:	1/15/	2019			Final action:		
Title:	Authorization to award bid for the Deer Park WetlandsTallow Mitigation Project.						
Sponsors:	Parks & Recreation						
Indexes:							
Code sections:							
Attachments:	Tallow Mitigation Contract Document						
Date	Ver.	Action By			Actio	n	Result
1/15/2019	1	City Cou	ncil				

Authorization to award bid for the Deer Park WetlandsTallow Mitigation Project.

Advertising was done on December 26, 2018 and January 2, 2019 to seek bids.

There was a mandatory pre-bid meeting on January 3, 2019.

Bids are scheduled to be opened at 2:00PM on Friday, January 11, 2019. Therefore, at the writing we do not have the bid tabulation sheet and information to include in the agenda packet.

Once bids are opened, staff will reviewed the bid and evaluate the bids through a formal scoring process. This information and a recommendation will be forwarded to the City Council prior to the January 15, 2019 Council Meeting.

Fiscal/Budgetary Impact:

Funding for this project would be paid out of Bond Fund 34

As you recall the funding for the Nature Preserve included \$400,000 from a Texas Parks and Wildlife Grant along with \$500,000 from Proposition 2 Bond Funds for a total of \$900,000. The break down for the project was as follows:

\$900,000.00

Appropriated Funds for Phase I of the Deer Park Nature Preserve

File #: BID 19-001, Version: 1					
\$554,809.00	Lowest Responsible Bidder - Millis Development				
\$137,000.00	Professional Services - RVi				
<u>\$150,000.00</u>	Wetlands Restoration				
\$841,809.00 Wetlands Restoration	Total Cost for Phase I of the Deer Park Nature Preserve &				

Authorize to award bid for the Deer Park WetlandsTallow Mitigation Project

Jerry Mouton, Jr.

COUNCIL MEMBERS:

Sherry Garrison

Thane Harrison

**Tommy Ginn** 

**Bill Patterson** 

**Ron Martin** 

Rae A. Sinor

CITY MANAGER:

DIRECTOR OF PARKS & RECREATION

Charlie Sandberg

James J. Stokes

CITY SECRETARY

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Shannon Bennett

#### CONTRACT DOCUMENTS AND BID FORM

City of Deer Park

**Tallow Mitigation Project** 

Deer Park, Harris County, Texas December 2018

## CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS FOR TALLOW MITIGATION PROJECT

## TABLE OF CONTENTS

### PART I

## CONTRACT DOCUMENTS

SECTION	TITLE	PAGE
NB	Notice to Bidders	NB-1
IB	Instruction to Bidders	IB-1 to IB-5
P	Scope of Work / Bid Proposal	P-1 to P-6
SF	Standard Form of Agreement	SF-1 to SF-2
CI	Certificate of Insurance	CI-1 to CI-3
PB	Performance Bond	PB-1 to PB-2
PB	Payment Bond	PB-3 to PB-4
GC	General Conditions	00700-1 to 00700-40
SC	Supplementary Conditions of Agreement	SC-1 to SC-18
BQ	Statement of Bidders Qualifications	BQ-1 to BQ-4
CIQ	Conflict of Interest Questionnaire	CIQ-1 to CIQ-2

### NOTICE TO BIDDERS

Sealed proposals, in triplicate, on the forms prescribed by and addressed to the City of Deer Park, Texas will be received at the office of the City Secretary, City Hall, 710 E. San Augustine Street, Deer Park, Harris County, Texas, until **<u>2:00pm on January 11<sup>th</sup>, 2019</u>** at which time the bids are to be opened and publicly read in the Council Chambers, for the following:

## TALLOW TREE MITIGATION PROJECT

Scope of Work/Bid Proposal are available for viewing and downloading at <u>www.civcastusa.com</u> (civcast project ID #2018-P&R). A <u>mandatory</u> pre-bid meeting will be held at <u>10:00 a.m.</u>, <u>January 3, 2019</u> at Deer Park City Hall located at 710 E. San Augustine, Deer Park, TX 77536.

No proposal may in any way qualify, modify, substitute or change any part of the plans, specifications or contract documents.

Cashiers check, certified check, or bidder's bond satisfactory to the City Council, payable to the City for at least 10% of the largest possible total for the bid submitted, must accompany each bid as a guarantee that the bidder will enter into a contract and execute performance and payment bonds within ten (10) days after the notice of award of contract to him. The requirement for a performance and payment bond will be waived if the successful bidder's total bid amount on the project in under \$100,000.00, and if no partial payment will be required.

The City reserves the right to reject any and all bids, or parts of bids to waive any and all technicalities, and to accept any bid, or part of bid, which it deems advantageous to itself. Contracts for work under the proposal will obligate the contractors and subcontractors not to discriminate in the employment practices.

# BY ORDER OF THE CITY COUNCIL OF DEER PARK, TEXAS

Dated, this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Shannon Bennett, TRMC City Secretary

TO BE PUBLISHED TWICE: \_\_\_\_\_ December 26, 2018 \_\_\_\_\_ AND \_\_\_\_ January 2, 2019

### INSTRUCTION TO BIDDERS

# 1. INTERPRETATION OF CONTRACT DOCUMENTS

If any bidder is in doubt as to the true meaning of any part of the Plans, Specifications, or other proposed Contract Documents, he may submit to the Engineer a written request for an interpretation thereof. The persons submitting the request will be responsible for its prompt delivery. Any interpretation of the bid documents will be made only by addendum duly issued, and a copy of each addendum will be mailed or delivered to each person receiving a set of such documents. The Engineer will not be responsible for any other explanation or interpretation of the proposed documents.

## 2. BIDS, PREPARATION AND SUBMITTAL

Bids will be submitted upon the standard form of bid proposal furnished, without modifications or provisions, except those required, and each proposal submitted must be completely filled out. Three separate copies of the proposal forms will be furnished to each bidder. The proposals shall be made out in triplicate, and the original and two copies shall be submitted to the Owner. Do not fill out and submit the proposal form in the bound book containing the Proposal, Specifications, and Contract Documents. The bids will be submitted in sealed envelopes. The envelopes shall be marked in the upper left hand corner with the name of the project.

If erasures or other changes appear on the forms, each such erasure or change must be initialed by the person signing the bid.

Each bid must contain the name of the bidder and the address of his place of business or his post office address, and be manually signed with the usual signature. Bids by partnership must contain the full names of all partners and must be signed with the partnership name by one of the partners or by an authorized representative. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation, and by the signature and destination of the president, secretary, or other person authorized to bind it in the matter. Corporation seal must be attached following signatures.

The signing of the bid proposal submitted shall certify that the bid prices quoted have been carefully checked and are submitted as correct and final.

Each bid submitted will be tabulated for accuracy by using the middle column of the proposal as the one to control the unit prices written in words.

### 3. <u>BID GUARANTEE</u>

All proposals shall be accompanied by a Cashier's or Certified Check upon a National or State Bank in the amount of ten percent (10%) of the total maximum bid price, payable without recourse to the Owner or a Bid Bond in the amount from a reliable surety company, as a guarantee that bidder will enter into a contract and execute Performance and Payment Bonds within ten (10) days after the notice of award of contract. The bid security must be enclosed in the same envelope with the bid. Bids without check or bid bond are not acceptable and will not be considered.

The bid bond shall be forfeited and become the property of the Owner in the event the bidder neglects or refuses to enter into contract and furnish bonds acceptable to the Owner within ten (10) days after notice of award of contract.

All bid securities will be returned to the respective bidders, within seven (7) working days after the bid opening, except the three (3) lowest responsible bidders, whose bids will be held by the Owner until the successful bidder has executed the Contract, and furnished Performance and Payment Bonds. Thereafter all remaining securities, including security of the successful bidder, will be returned within ten (10) working days.

### 4. PERFORMANCE AND PAYMENT BONDS

If required, the successful bidder must furnish a Performance and a Payment Bond on forms included herein, each in the amount of one hundred percent (100%) of the total contract price, from an approved surety company holding a permit from the State of Texas to act as a surety (and acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States), or other surety or sureties acceptable to the Owner.

The requirement for a Performance and Payment Bond will be waived if the successful bidder's total bid amount on the project is under \$100,000.00, and if no partial payment will be required.

## 5. <u>STATEMENT OF BIDDER'S QUALIFICATIONS</u>

After bids have been opened and prior to making an award, the Owner reserves the right to require the lowest bidder to furnish a statement on a form to be furnished for that purpose, of the bidders financial resources, his construction experience, and his organization for the work contemplated.

The Owner shall have the right to take such steps as he deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The right is reserved to reject any bid where an investigation of the evidence or information submitted by such bidder does not satisfy the Owner that the bidder is qualified to carry out properly the terms of this contract.

In determining the lowest responsible bidder, the following elements shall be considered: Whether the bidder involved (a) maintains a permanent place of business; (b) has adequate plant equipment to do the work properly and expeditiously; (c) has a suitable financial status to meet obligations incidental to the work; (d) has appropriate technical experience, and (e) has a satisfactory past performance record.

The bidder, to be eligible for the award of the contract, must be able to show his financial ability to carry on the work until such time as he receives the first payment on the contract and to finance the work between payments.

### 6. MANDATORY PRE-BID CONFERENCE

A conference with prospective bidders will be held in the conference room of the City Hall, 710 E. San Augustine Street, on <u>January 3, 2019</u> at <u>10:00 a.m.</u> In order to assure that the requirements of this project are thoroughly understood, all contractors desiring to bid the work will be required to have a qualified representative attend the pre-bid conference. Failure of the contractor to attend the pre-bid conference will result in his bid being rejected.

### 7. DELIVERY OF BIDS

Bids received prior to the time of opening will be securely kept unopened. The office whose duty it is to open them will decide when the specified time has arrived for the opening of bids. No bids received thereafter will be considered, except those bids which arrive by mail after the time fixed for opening bids before the award is made and which show, to the satisfaction of the office authorized to make the award, that the non-arrival on time was due solely to delay in the mail for which the bidder was not responsible. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified. Unless specifically authorized, telegraphic bids will not be considered, but modifications by telegraph of bids already submitted will be considered if received prior to the hour set for opening, provided that such modifications are confirmed in writing over the signature of the bidder within forty-eight (48) hours thereafter.

Bidders are cautioned that while telegraphic modifications of bids may be received as provided above, such modifications, if not

explicit and if in any sense subject to misinterpretation, shall make the bid so modified or amended subject to rejection.

Bidders are cautioned to allow ample time for transmittal of bids by mail or otherwise. Bidders should secure correct information relative to the probable time of arrival and distribution of mail at the place where bids are to be opened, and so far as practicable, make due allowances for possible delays in receipt of bids.

### 8. WITHDRAWAL OF BIDS

Bids may be withdrawn by written or telegraphic requests dispatched by the bidder in time for delivery in the normal course of business prior to the time fixed for opening, provided that telegraphic withdrawal is confirmed in writing over the signature of the bidder within forty-eight (48) hours thereafter. Negligence on the part of the bidder in preparing the bid covers no rights for the withdrawal of the bid after it has been opened.

### 9. AWARD OF CONTRACT

The notice of award of contract shall be given by the Owner within thirty (30) days following the date of the opening of bids. The award will be made to the lowest responsible bidder whose bid, in the opinion of the Owner, is in the best interest, price and other factors considered, and is most advantageous to the Owner.

The right is reserved, as the interest of the Owner may require, to reject any and all bids, and to waive any informality in bids received.

If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds.

### 10. CONDITIONS OF SITE AND WORK

Bidders should carefully examine the Plans, Specifications and other documents, visit the site of the work, and fully inform themselves as to all conditions and matters which can in any way affect the work or costs thereof. Should a bidder find discrepancies in, or omissions from the Plans, Specifications or other documents, or should he be in doubt as to their meaning and intent, he should notify the Engineer at once and obtain clarification prior to submitting a bid. The submission of a bid by bidder shall be conclusive evidence that the bidder is fully acquainted and satisfied as to the character, quality and quantity of work to be performed and materials to be furnished.

### 11. LAWS AND REGULATIONS

The attention of all bidders is directed to the Federal, State and local laws and regulations, in reference to labor, materials, equipment, Contract Documents, proposal or bids, bonds, and all other matters pertaining to the relationship between the Owner, Contractor and Engineer.

### 12. UNBALANCED BIDS

Any bid which, in the opinion of the Engineer, is unbalanced and in which the total amount of the bid is not properly allocated and distributed to the respective items of work in the proposal may be rejected by the Owner.

# 13. PRICE OF MATERIALS AND STATE SALES TAX

Under the Amended Ruling No. 9 of the State Comptroller of Public Accounts with reference to the sales tax on city contracts, charges for skill and labor may be billed separately from charges for materials for the purpose of causing the exempt Owner to be the ultimate consumer of the materials. This does not apply to subdivisions.

After the award of the contract the successful bidder will be required to separate, on the forms furnished for that purpose, the amount of his bid which is charged for skill and labor from the amount of his bid which is charged for materials and tangible personal property.

The Owner will then furnish the contractor with a certificate of exemption from the Texas Limited Sales, Excise and Use Tax in the amount of that portion of his bid which is charged for materials and tangible work covered by the Contract, and in an amount not less than the actual cost of such materials to the Contractor.

# 14. TEMPORARY CONSTRUCTION OFFICE BUILDINGS

If the Contractor plans to have a temporary construction office building or any other temporary building for storage of materials, the contractor must first obtain written authorization from the Public Works Department, for additional information call our office at 281-478-7270.

#### 15. PREQUALIFICATION

Manufacturers of materials, articles, or processes not named in these Technical Specifications must prequalify their equipment, material, article, or process by submitting to Engineer, at least ten (10) calendar days prior to bid date, detailed information on their equipment, material, article, or process. Information required to be submitted on each item to be prequalified must include a list of previous installation (including names and phone numbers of personnel who are familiar with specific equipment, material, article or process), catalog data, material list, published performance data, and typical installation drawings and specifications. Any deviation from Plans and Specifications must be noted and attached to information submitted for approval. Two (2) complete sets of information are required on each item. Five (5) calendar days prior to bid opening Engineer will advise, by Addendum, all Plan holders having Plan deposits on file of manufacturers whose equipment, material, article, or process has been prequalified for this project. No notice will be given to a manufacturer, supplier, or fabricator of failure to prequalify.

# Tallow Mitigation Project Scope of Work / Bid Proposal

#### 1.0 Introduction

The City of Deer Park wishes to restore native wetland vegetation associated with an approximately 17acre wetland located immediately east of East Boulevard between East Thirteenth Street and East X Street. This wetland is unique in that it is a historical swale and was placed under a restrictive easement as part of the mitigation required for the construction of East Boulevard. As such it requires special consideration for the restoration of vegetation.

The sections below describe existing conditions and requirements for restoring the vegetation of the wetland.

#### 2.0 Existing Conditions

Existing vegetation within the wetland is typified by the presence of Chinese tallow trees (*Triadica sebifera*) with scattered native tree species including green ash (*Fraxinus pennsylvanica*), red maple (*Acer rubrum*), and laurel oak (*Quercus laurifolia*). The dominant tree species within the wetland (Chinese tallow) are primarily smaller individuals with diameter breast height (dbh) of roughly 2-5 inches with varying spacing (approximately 3-15 feet between centers); however, some larger individuals were present. Additionally, the dominant shrub species in the wetland is buttonbush (*Cephalanthus occidentalis*). Along the margins of the wetland, the non-native Cherokee rose (*Rosa laevigata*), yaupon (*Ilex vomitoria*), and blackberries (*Rubus* sp.) create relatively dense understory. Herbaceous vegetation within the wetland is quite dense and includes a number of obligate and facultative wetland species, including members of *Typha*, *Carex*, *Eleocharis*, and *Cyperus* genera. Total areal cover within the wetland was estimated to be >85%.

### 3.0 Vegetation Clearing Effort

With the goal of replacing non-native trees within the wetland with native species, the City of Deer Park will require the control of non-native tree species as a first step. Clearing efforts will be directed primarily at eliminating reproductive age Chinese tallow within the wetland and surrounding buffer. Doing so will require the strict use of hand clearing tools (e.g., chainsaw, hand saws, machete) to prevent the need for U.S. Army Corps of Engineers (USACE) permitting. No vehicular machinery can be used to remove vegetation. Therefore, all clearing efforts must be based on methods that do not constitute fill by the USACE Galveston District. Clearing must be carried out with the techniques described in Sections 3.1 through 3.3.

#### 3.1 Girdle Treatment Method

Girdling is the preferred method to treat all Chinese tallow trees that are greater than 3 inches diameter at breast height (dbh). This method requires to exposing no less than a three-inch section of the tree's cambium within the lowest 24 inches of the trunk and immediately spraying the exposed cambium with herbicide (e.g., triclopyr, glyphosate, or similar) to speed the death of the tree. Although girdling may be performed at any time of the year, optimal mortality is generally achieved when herbicides can be applied during the growing season (May-August).

Treated trees will be left standing and allowed to decay as they stand. Although the density of trees in this age class ranges across the site, the bidder should expect to have to traverse the entire property. The City of Deer Park requires that no greater than 1% of the trees in this size class will survive more than 12 months after treatment.

## 3.2 Stump Spray Treatment Method

Stump spray treatment is the preferred method to treat Chinese tallow trees and saplings that are less than 2 inches dbh. This method involves manually cutting the stems of the trees using hand tools (e.g., loppers, machete, or similar) and immediately spraying the exposed stump with herbicide (e.g., triclopyr, glyphosate, or similar) to speed the death of the tree. Stumps should be cut to within 6 inches of the ground or water level to ensure that resprouting does not occur. Felling and stump treatment may be performed any time of year, although optimal mortality is generally achieved when herbicides can be applied during growing season (May-August).

Felled material should be manually removed by contractor. Although the density of trees in this age class ranges across the site, this tree class is found throughout the tract. The City of Deer Park requires that no greater than 10% of the trees in this size class will survive more than 12 months after treatment.

### 3.3 Foliar Application Method

Treating of seedlings will be through the use of foliar herbicide application. This method entails applying herbicide (e.g., triclopyr, glyphosate, or similar) directly to the leaves of target plants using a hand-held sprayer or similar means. This method will only be used on Chinese tallow seedlings for which the entire foliar crown can be treated. If the entire crown cannot be treated, the stump spray method will be used. Foliar application must be performed during the peak of the growing season (between the months of May and August) to maximize uptake of the herbicides and thereby optimize mortality rate.

Seedlings treated by foliar application will be left standing and allowed to decay. This age class is found throughout the site. The City of Deer Park requires that no more than 10% of the seedlings will be found alive by the end of the treatment year. Although not specifically required, the City of Deer Park recommends the use of herbicide surfactants to ensure that herbicide application is successful.

### **3.4 Additional Recommendations**

Existing native trees will be incorporated into the final stem density of woody vegetation; therefore, surveying and visibly marking native tree species with flagging ribbon will be required before clearing to prevent their removal.

The herbaceous and shrub strata of the wetland areas are relatively high functioning and have high cover in portions of the wetland. Assuming the contractor does not significantly clear these strata, they should re-establish effectively following completion of planting efforts. Trimming or locally clearing shrub vegetation may be performed by the contractor at their discretion; however, shrubs such as buttonbush will not be considered in determining the efficacy of tree planting efforts survival.

#### 4.0 Vegetation Planting Effort

Woody vegetation will be restored throughout the site using sapling tree species representative of Gulf Coastal Plain bottomlands. As stated previously, mechanical planting techniques are impermissible without a USACE permit; therefore, all trees must be planted using manual techniques. Sections 4.1 through 4.3 provide further information on the City of Deer Park's requirements for the planting areas.

### 4.1 Planting Zones and Stem Spacing

Minimum stem densities and appropriate species diversities are required to reach acceptable performance standards set forth by the USACE for the restoration of forested wetland areas. There are four general planting zones within the wetland:

- 1) Open water approximately 0.25 acre with approximately 150 yards of perimeter
- Saturated wetland approximately 2.2 acres with approximately 500 yards of perimeter
- Seasonally saturated wetland approximately 7.2 acres with approximately 1,000 yards of perimeter
- 4) Wetland fringe remainder of the wetland (approximately 8.1 acres) and the upland buffer, as described by the conservation easement boundaries

Open water areas will not require planting efforts; however, all other zones will require at least some tree planting. See Table 1 for a description revegetation requirements. The seasonally saturated and fringe areas will be planted on approximately 10-foot centers (approximately 436 stems per acre) whereas the saturated wetland will be planted on approximately 12-foot centers (approximately 303 stems per acre).

Table 1. Densities and quantities of individuals required per planting zone within the Deer Park Wetland Restoration site.

Planting Zone	Approximate Acreage	Planting Density (Stems/Acre)	Distance to Center	Approximate Individuals Needed
Saturated Wetland	2.2	303	12	672
Seasonally Saturated Wetland	7.2	436	10	3,150
Wetland Fringe	8.1	436	10	3,555
Total	17.5			7,377

Where present, existing native trees should be kept intact and can be considered in the total stem count. However, due to the paucity of native tree species throughout the site, the City of Deer Park does not recommend the contract assume these are present. Non-desirable species (i.e., black willow [*Salix nigra*], sycamore [*Platanus occidentalis*], and cottonwood [*Populus deltoids*]) may not be included in the stem count for the property.

#### 4.2 Species Selection and Diversity

To ensure survival of the trees, the City of Deer Park will require that trees planted in each zone comply with the planting zones in Table 2. This species list is derived from the 2016 Deer Park Restoration Plan and those species that are characteristically associated with bottomland habitats of the Western Gulf Coastal Plain ecoregion. Although the contractor may suggest additional species, the approval of alternative species must be approved by the City of Deer Park. Plant stock must be selected from sources in the Western Gulf Coastal Plains to ensure that local genotypes are planted and long-term survival is optimum. Non-native species as well as black willow, sycamore, and cottonwood trees are considered undesirable and must not be planted in any circumstance.

Common Name	Species Name	Wetland Indicator Status	Saturated Wetland	Seasonally Saturated Wetland	Wetland Fringe
Red maple	Acer rubrum	FAC			395
Water hickory	Carya aquatica	OBL	112		
Sugarberry	Celtis laevigata	FACW		450	395
Carolina ash	Fraxinus caroliniana	OBL.	112		
Green ash	Fraxinus pennsylvanica	FACW	112	450	
Sweetgum	Liquidambar styraciflua	FAC			395
Water tupelo	Nyssa aquatica	OBL	112		
Black tupelo	Nyssa sylvatica	FAC		450	395
Red bay	Persea borbonia	FACW		450	395
Overcup oak	Quercus lyrata	OBL	112		
Water oak	Quercus nigra	FAC			395
Willow oak	Quercus phellos	FACW		450	395
Texas red oak	Quercus texana	FACW		450	
Bald cypress	Taxodium distichum	OBL	112	450	
American elm	Ulmus americana	FAC			395
Cedar elm	Ulmus crassifolia	FAC			395

Table 2. Number of individuals to be planted for the Deer Park Wetland restoration site.

A minimum of 4 species should be selected per zone to attain acceptable diversity. Each chosen species should be planted in large enough quantities and interspersed such that each species represents at least 10% of the total stem composition per acre

#### **4.3 Planting Procedures**

The City of Deer Park does not dictate the timing of planting; however, contractors should bid on planting 1-gallon rooted stock. The contractor is encouraged to review the survival requirements in Section 5 to ensure that the plant stock are successful.

Tree tubes must be installed around newly planted seedlings that are 3 feet or less in height. Tree tubes must be staked and the bottom imbedded into the soil for stabilization. Planted trees must be visibly marked to allow survival to be determined and prevent accidental death during future Chinese tallow control activities.

#### 5.0 Post-Effort Survival

Approximately 90 days following planting, the City of Deer Park will require a survival survey documenting no less than 90% survival of the planted stems. If this standard is not met, the contractor must replant areas at their own expense and demonstrate that these plantings are successful (at least 90% survival) within 30 days of any replanting.

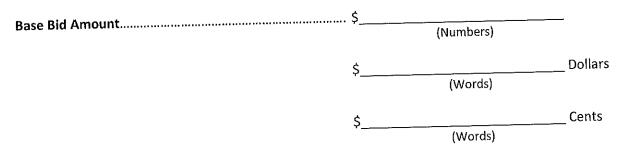
Annual surveys of the property will be carried out annually for the five years following planting. Based on these surveys, the City of Deer Park requires the following:

- Year 1 no less than 80% survival of all planted stems throughout the site, of which at least 4 or more tree species represent 15% or more of the stems in the wetland; no more than 1% of the mature trees in the wetland are Chinese tallow.
- 2) Year 2 no less than 70% survival of all planted stems throughout the site, of which at least 4 or more tree species represent 15% or more of the stems in the wetland.
- 3) Year 3 and 5 no less than 60% survival of all planted stems throughout the site, of which at least 4 or more tree species represent 15% or more of the stems in the wetland.

The City of Deer Park reserves the right to require replanting of all or portions of the wetland areas if the survey requirements are not met. The City of Deer Park will manage on-going Chinese tallow control activities.

## **OFFICIAL BID**

Bids are based off the scope of work detailed above:



The undersigned certifies that the bid prices quoted on the proposal have been carefully checked and are submitted as correct and final.

The undersigned proposes to complete the work quoted on or before \_\_\_\_\_\_ calendar days after the effective date of work order. The undersigned further agrees that the Owner will suffer damages if the above quoted work is not finished and completed within the time allotted for such work and that these damages will accrue to the Owner as liquidated damages in the amount per day as defined in the Supplementary Conditions of Agreement, Paragraph 6. LIQUIDATED DAMAGES FOR DELAYS.

Receipt is hereby acknowledged of the following addenda to the Contract Documents:

Addendum No. 1	Dated	Received
Addendum No. 2	Dated	Received
Addendum No. 3	Dated	Received

Accompanying this proposal is a certified check, cashier's check, or bid bond in the amount of ten percent (10%) of the greatest amount bid and payable to the Owner.

Attest/Seal (If Corporation)	Bidder:
Witness (if not Corporation)	Bidder: (Company Name)
Bv:	By:(Signature)
By:(Signature)	(Signature)
Name:(Printed or Typed)	By:(Representative's Signature)
(Printed or Typed)	(Representative's Signature)
Title:	Title:
SEAL OF BIDDER CORPORATION:	Address:
SEAL OF BIDDER CORPORATION.	
	Phone:
	Email:
	Date:

## STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

## TALLOW MITIGATION PROJECT

This Agreement is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2019 by and between the:

#### "OWNER"

The City of Deer Park 710 E. San Augustine Deer Park, Texas 77536 281.479.2394 t 281.478.7217 f

and

,

#### "CONTRACTOR"

[name of Contractor] [address] [phone and fax numbers]

for the following Project:

[project name]

The **ENGINEER** for the Project is [name of engineer] [address] [phone and fax numbers]

## 1.0 THE WORK OF THIS CONTRACT

Unless otherwise provided in these Contract Documents, the CONTRACTOR shall be responsible for performing or causing to be performed all Work including labor and materials, necessary to build, construct, erect and equip in accordance with the Contract Documents and at its own proper cost and expenses to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said construction, in accordance with the conditions and prices stated in the Proposal attached hereto.

The Contract Documents for this Project include this Standard Form of Agreement and the following documents, if applicable:

Addenda issued by ENGINEER General Conditions Performance and Payment Bonds Request For Proposal and Contract Forms **Bid** Forms **Technical Specifications** Drawings

# 2.0 CONTRACT TIME AND COMPLETION

§ 2.1 The date of commencement of the Work shall be stated in a Notice to Proceed issued by the OWNER.

#### § 2.2 Contract Time

**§2.2.1** The Contract Time shall be measured from the date of commencement.

§2.2.2 Time is of the essence in all phases of the Work. Additionally, time limits and periods of time stated in the Contract Documents are of the essence. It is specifically understood and agreed to by and between OWNER and CONTRACTOR that time is of the essence in the Final Completion of the Work, and that failure to finally complete the Work within the designated period, or as it may be extended, shall be construed as a breach of this Agreement.

## § 2.3 Final Completion

The CONTRACTOR shall achieve Final Completion of the entire Work not later than [insert days to complete] calendar days from the date of commencement, subject to and adjustments of this Contract Time as provided in the Contract Documents and Changer Orders modifying and extending this Agreement.

### § 2.4 Liquidated Damages

The CONTRACTOR acknowledges and recognizes that the OWNER is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract Time. The CONTRACTOR further acknowledges and agrees that, if the CONTRACTOR fails to achieve the Final Completion of any portion of the Work within the Contract time, the OWNER will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the OWNER and CONTRACTOR agree that, if the CONTRACTOR shall neglect, fail, or refuse to achieve Final Completion of the Work by the Final Completion date, subject to proper extension granted by the OWNER, then the CONTRACTOR agrees to pay the OWNER the sum of

[insert written amount] ([insert numerical amount])

for each day in which such Work is not completed, not as penalty, but as liquidated damages, for the damages ("Liquidated Damages") that would be suffered by OWNER as a result of delay for each and every calendar day that the CONTRACTOR shall have failed to have completed the Work as required herein. The Liquidated Damages shall be in lieu of any and all other damages which may be incurred by OWNER as a result of the failure of CONTRACTOR to complete within the Contract Time.

## § 2.5 FINAL COMPLETION

**§ 2.5.1** Timely Final Completion is an essential condition of this contract. CONTRACTOR agrees to achieve Final Completion by the designated or extended Final Completion date. The date of Final Completion shall be fixed by this Agreement, unless modified by Change Order, and memorialized by a letter of Final Acceptance as provided in the General Conditions to this Agreement.

**§ 2.5.2** Final Completion means actual completion of the Work, including any extras or Change Orders reasonably required or contemplated under the Contract Documents other than warranty work that may be required pursuant to the Contract Documents.

**§ 2.5.3** CONTRACTOR's general warranty period and guarantee will begin to run upon Final Completion as approved by OWNER, and following issuance of ENGINEER's letter of Final Acceptance.

#### 3.0 CONTRACT SUM

§ 3.1 The OWNER shall pay the CONTRACTOR the Contract Sum in current funds for the CONTRACTOR's performance of the Contract. The Contract Sum shall be [insert written total] ([insert numerical total]) subject to additions and deductions as provided in the Contract Documents.

§ 3.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the OWNER:

[alternate \_\_, if any] [alternate \_\_\_\_, if any]

§ 3.3 Unit prices, if any:

[insert any unit price items and descriptions] [or add reference to Proposal with unit prices and estimated quantities]

Item     Unit       [unit price item]     [unit	s and Limitations ]	Price Per Unit (\$0.00) [price]
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#### 4.0 PAYMENT

# § 4.1 APPLICATIONS FOR PAYMENT

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

§ 4.1.1 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. Unless otherwise noted, application for payment shall be done on a monthly basis.

§ 4.1.2 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

Take that portion of the Contract Sum properly allocable to completed Work as .1 determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of «Five» percent ( «5.00» %). Pending final determination of cost to the OWNER of changes in the Work, amounts not in dispute shall be included;

- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the OWNER, suitably stored off the site at a location agreed upon in writing), less retainage of «Five» percent ( «5.00» %);
- .3 Subtract the aggregate of previous payments made by the OWNER; and
- .4 Subtract amounts, if any, for which the ENGINEER has withheld or nullified a Certificate for Payment.

**§ 4.1.3** If the total Contract Sum at the time of execution of this Agreement is less than \$400,000.00, the OWNER may elect to withhold retainage of ten percent (10%) from each progress payment in lieu of the retainage amounts set forth in Section 4.1.2.

**§ 4.1.4** Reduction or limitation of retainage, if any, shall be as follows: Reduction or limitation of retainage shall be at the OWNER's sole discretion.

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

## § 4.2 FINAL PAYMENT

**§ 4.2.1** Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the OWNER to the CONTRACTOR when

- .1 the CONTRACTOR has fully performed the Contract except for the CONTRACTOR's responsibility to correct Work as provided in the General Conditions, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a letter of Final Acceptance has been issued by the ENGINEER and accepted by the OWNER.

**§ 4.2.2** The OWNER's final payment to the CONTRACTOR shall be made no later than 30 days after the Work has been completed and accepted by the OWNER, in writing, following the issuance of the ENGINEER's final Certificate for Payment:

This Agreement is entered into as of the day and year written above ("The Date of Execution"):

OWNER	CONTRACTOR
By:	By: Title:
Title:	
Attested By:City Secretary	
SEAL:	

## CERTIFICATE OF INSURANCE

TO: CITY OF DEER PARK P.O. BOX 700 DEER PARK, TEXAS 77536 DATE:

# **PROJECT:** Tallow Mitigation Project

This is to certify that \_\_\_\_\_

(Name of Insured)

(Address of Insured)

is, at the date of this certificate, insured by this Company with respect to the business operating hereinafter described, for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

#### TYPE OF INSURANCE

## WORKMEN'S COMPENSATION:

Policy No. :	
Effective:	Expires:
Limit of Liability:	
PUBLIC LIABILITY:	
Policy No.:	
Effective:	Expires:
Limit of Liability: 1 Person:\$	1 Accident:\$

CONTINGENT LIABILITY:			
Policy No.:			
Effective:	Exp	bires:	
Limit of Liability: 1 Person:\$		1 Accident:	
PROPERTY DAMAGE:			
•			
Effective:	F	Expires:	
Limit of Liability:			
AUTOMOBILE:			
Policy No.:			
Effective:		Expires:	
The foregoing policies (do)		cover all sub-contractors.	
Locations covered:			
Description of operations covered:			

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or cancelled by the insurer in less than fifteen (15) days after the insured has written notice of such change or cancellation.

Where applicable local laws or regulations require more than five days actual notice of change or cancellation to the assured, the above policies contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

Name of Insurance Company:\_\_\_\_\_

Name of Agency Company:

Address of Agency:

Phone Number: (\_\_\_\_)\_\_\_\_\_

Signature of Authorized Representative:

.

## Exhibit A. Owner's Insurance Requirements of Contractor (revised 7/25/2017)

# 1. Specific Insurance Requirements

The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement and thereafter as required:

Insurance	Coverage/Limits	Other Requirements
Commercial General Liability (Occurrence Basis)	Amounts of coverage shall be no less than: • \$1,000,000 Per Occurrence • \$2,000,000 Products/Completed Operations Aggregate • \$1,000,000 Personal And Advertising Injury • Designated Construction Project(s) General Aggregate Limit	<ul> <li>Current ISO edition of CG 00 01</li> <li>Additional insured status shall be provided in favor of Owner Parties on a combination of ISO forms CG 20 10 04 13 and CG 20 37 04 13.</li> <li>This coverage shall be endorsed to provide primary and non-contributing liability coverage. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and will not seek contribution from any other insurance held by Owner Parties, with Owner Parties' insurance being excess, secondary and non- contributing.</li> <li>Stop Gap coverage shall be provided if any work is to be performed in a monopolistic workers' compensation state.</li> <li>The following exclusions/limitations (or their equivalent(s), are prohibited:         <ul> <li>Contractual Liability Limitation CG 21 39</li> <li>Amendment of Insured Contract Definition CG 24 26</li> <li>Limitation of Coverage to Designated Premise or Project, CG 21 44</li> <li>Exclusion-Damage to Work Performed be Subcontractors On Your Behalf, CG 22 94 or CG 22 95</li> <li>Exclusion-Explosion, Collapse and Undergroun Property Damage Hazard, CG 21 42 or CG 21 43</li> <li>Any Classification limitation</li> <li>Any construction Defect Completed Operation exclusion</li> <li>Any endorsement modifying the Employer Liability exclusion or deleting the exception to i</li> <li>Any endorsement modifying or deletir Explosion, Collapse or Underground coverage</li> <li>Any Habitational or Residential exclusion applicable to the Work</li> <li>Any "Insured vs. Insured" exclusion excep Named Insured vs. Named Insured</li> <li>Any Subsidence exclusion</li> </ul> </li> </ul>

Business Auto Liability	Amount of coverage shall be no less than: • \$1,000,000 Per Accident	<ul> <li>Current ISO edition of CA 00 01</li> <li>Arising out of any auto (Symbol 1), including owned, hired and nonowned</li> </ul>
Workers' Compensation and Employer's Liability	<ul> <li>Amounts of coverage shall be no less than:</li> <li>Statutory Limits</li> <li>\$1,000,000 Each Accident and Disease</li> <li>Alternate Employer endorsement</li> <li>USL&amp;H must be provided where such exposure exists.</li> </ul>	<ul> <li>The State in which work is to be performed must listed under Item 3.A. on the Information Page</li> <li>Such insurance shall cover liability arising out of the Contractor's employment of workers and anyone for whom the Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted.</li> <li>Where a Professional Employer Organization (PEO) or "leased employees" are utilized, Contractor shall require its leasing company to provide Workers' Compensation insurance for said workers and such policy shall be endorsed to provide an Alternate Employer endorsement in favor of Contractor and Owner. Where Contractor uses leased employees with Workers' Compensation insurance for sation insurance provided by a PEO or employee leasing company, Contractor is strictly prohibited from subletting any of its work without the express written agreement of Owner.</li> </ul>
Excess Liability (Occurrence Basis)	<ul> <li>Amounts of coverage shall be no less than:</li> <li>\$5,000,000 Each Occurrence</li> <li>\$5,000,000 Annual Aggregate</li> </ul>	<ul> <li>Such insurance shall be excess over and be no less broad than all coverages described above.</li> <li>Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits and shall include a duty to defend any insured.</li> </ul>
Contractors Pollution Liability	<ul> <li>Amounts of coverage shall be no less than:</li> <li>\$1,000,000 Each Loss</li> <li>\$2,000,000 Annual Aggregate</li> <li>If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be \$3,000,000 Each Loss and Aggregate.</li> <li>The policy must provide coverage for: <ul> <li>the full scope of the named insured's operations (on-going and completed) as described within the scope of work for this Agreement</li> <li>loss arising from pollutants including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall</li> <li>third party liability for bodily injury, property damage, clean up expenses, and defense arising from the operations;</li> <li>diminution of value and Natural Resources damages</li> <li>contractual liability</li> </ul> </li> </ul>	<ul> <li>This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from:         <ul> <li>Insured vs. insured actions. However exclusion for claims made between insured within the same economic family are acceptable.</li> <li>impaired property that has not been physically injured</li> <li>materials supplied or handled by the name insured. However, exclusions for the sale and manufacture of products are allowed Exclusionary language pertaining to material supplied by the insured shall be reviewed by the certificate holder for approval.</li> <li>property damage to the work performed by the contractor</li> </ul> </li> </ul>

	<ul> <li>claims arising from non-owned disposal sites utilized in the performance of this Agreement.</li> </ul>	<ul> <li>If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the date of this Agreement or the commencement of contractor services relation to the Work.</li> <li>The policy will offer an extended discovery or extended reporting clause of at least three (3) years.</li> <li>Completed Operations coverage shall be maintained through the purchase of renewal policies to protect the insured and additional insured for at least two (2) years after the property owner accepts the project or this contract is terminated. The purchase of an extended discovery period or an extended reporting period on a Claims Made policy or the purchase of occurrence based Contractors Environmental Insurance will not be sufficient to meet the terms of this provision.</li> </ul>
Builders Risk	<ul> <li>Coverage shall be provided in an amount equal at all times to the full contract value, including change orders, and cost of debris removal for any single occurrence.</li> <li>Coverage shall be at least as broad as an unmodified ISO Special form, shall be provided on a completed-value basis, and shall be primary to any other insurance coverage available to the named insured parties, with that other insurance being excess, secondary and non-contributing.</li> <li>The policy must provide coverage for:         <ul> <li>Agreed Value</li> <li>Damage arising from error, Included</li> <li>Damage arising from error, Included omission or deficiency in construction methods, design, specifications, workmanship or materials, including collapse</li> <li>Debris removal additional \$1,000,000</li> <li>Freezing</li> <li>Included</li> <li>Mechanical breakdown Included</li> <li>Ordinance or law</li> <li>Pollutant clean-up and \$25,000</li> <li>Preservation of property</li> <li>Included</li> <li>Deductible shall not exceed</li> <li>All Risks of Direct Damage, \$10,000</li> <li>Per Occurrence, except</li> <li>Named Storm</li> </ul> </li> </ul>	<ul> <li>Such insurance shall cover.</li> <li>all structure(s) under construction, including retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings underground pipes and wiring, excavations grading, backfilling or filling;</li> <li>all temporary structures (e.g., fencing scaffolding, cribbing, false work, forms, site lighting, temporary utilities and buildings) located at the site;</li> <li>all property including materials and supplies o site for installation;</li> <li>all property including materials and supplies a other locations but intended for use at the site transit to the site for installation by all means of transportation other than ocean transit; and</li> <li>other Work at the site identified in th Agreement to which this Exhibit is attached.</li> <li>No protective safeguard warranty shall b permitted.</li> </ul>

	o Flood, Per Occurrence or excess of NFIP if in Flood Zone A or V	2% subject to \$50,000 minimum \$100,000	<ul> <li>the date on which release of substantial completion is executed; or</li> <li>the date on which the insurable interests of Contractor in the Covered Property has ceased.</li> <li>A waiver of subrogation provision shall be provided in favor of all insureds.</li> </ul>
--	---	---	---

#### 2. General Insurance Requirements

### A. Definitions. For purposes of this Agreement:

- "ISO" means Insurance Services Office. i.
- "Contractor" shall include subcontractors of any tier. ii.
- "Owner Parties" means (a) the City of Deer Park ("Owner"), (b) the Project, (c) any lender whose loan is secured by a lien iii. against the Work, (d) their respective shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, (e) any directors, officers, employees, or agents of such persons or entities, and (f) others as required by the Construction Documents.

#### B. Policies.

- Contractor shall maintain such General Liability, Excess Liability, Professional and Pollution insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial i. Completion of the Work to be performed under this Agreement. Contractor shall provide written representation to Owner stating Work completion date.
- All policies must: ii.
  - a. Be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide at all times Work is to be performed.
  - b. Provide a waiver of subrogation in favor of Owner Parties on all insurance coverage carried by Contractor, whether required herein or not.
  - c. Contain an endorsement providing for thirty (30) days prior written notice of cancellation to Owner.
  - d. Be provided to the Owner Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Owner.
- iii. Failure of any Owner Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Owner Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.
- iv. Contractor shall provide to the Owner a certified copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies, if necessary, shall be delivered to the Owner prior to the expiration of the previous
- Commencement of Work without provision of the required certificate of insurance, evidence of insurance and/or required endorsements, or without compliance with any other provision of this Agreement, shall not constitute a waiver ٧. by any Owner Party of any rights. The Owner shall have the right, but not the obligation, of prohibiting the Contractor or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Owner.

#### Limits, Deductibles and Retentions С.

- The limits of liability may be provided by a single policy of insurance or by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount ί. required herein.
- No deductible or self-insured retention shall exceed \$25,000 without prior written approval of the Owner, except as otherwise specified herein. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the ii. Contractor's sole risk. The Contractor shall not be reimbursed for same
- D. Forms

- If the forms of policies, endorsements, certificates or evidence of insurance required by this Exhibit are superseded or i. discontinued, Owner will have the right to require other equivalent forms.
- Any policy or endorsement form other than a form specified in this Exhibit must be approved in advance by Owner. ii.
- Evidence of Insurance. Insurance must be evidenced as follows: Ε.
  - ACORD Form 25 Certificate of Liability Insurance for liability coverages. i.
  - ii. ACORD Form 28 Evidence of Commercial Property Insurance for property coverages.
  - iii. Evidence shall be provided to Owner prior to commencing Work and prior to the expiration of any required coverage.
  - iv. ACORD Forms specify:
    - Owner as certificate holder at Owner's mailing address; a.
    - Insured's name, which must match that on this Agreement; b.
    - Insurance companies producing each coverage and the policy number and policy date of each coverage;
    - Producer of the certificate with correct address and phone number and have the signature of the authorized c. d. representative of the producer;
      - Additional Insured status in favor of Owner Parties;
    - e. Amount of any deductible or self-insured retention in excess of \$25,000; f.
    - Designated Construction Project(s) General Aggregate Limit;
    - g. Primary and non-contributory status; h.
    - Waivers of subrogation; and i.
    - All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by j. attachment of the Schedule of Forms and Endorsements page.
  - Copies of the following shall also be provided: ٧.
    - a. General Liability Additional insured endorsement(s);
    - General Liability Schedule of Forms and Endorsements page(s); and b.
    - 30 Day Notice of Cancellation endorsement applicable to all required policies. c.

# F. <u>Contractor Insurance Representations to Owner Parties</u>

- It is expressly understood and agreed that the insurance coverages required herein (a) represent Owner Parties' minimum requirements and are not to be construed to void or limit the Contractor's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages the Contractor should or should not maintain for its own protection; and (b) are being, or have been, obtained by the Contractor in support of the Contractor's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Contractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of this Agreement.
  - Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. If the Contractor shall fail to remedy such breach within five (5) business days after notice by the Owner, the li. Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to the Owner Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Contractor by the Owner. In the event of any failure by the Contractor to comply with the provisions of this Agreement, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Contractor, purchase such insurance, at the Contractor's expense, provided that the Owner shall have no obligation to do so and if the Owner shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.
  - This Exhibit is an independent contract provision and shall survive the termination or expiration of the Construction iii. Agreement.

#### Insurance Requirements of Contractor's Subcontractors G.

Insurance similar to that required of the Contractor shall be provided by all subcontractors (or provided by the Contractor on behalf of subcontractors) to cover operations performed under any subcontract agreement. The Contractor shall be ί. held responsible for any modification in these insurance requirements as they apply to subcontractors. The Contractor shall maintain certificates of insurance from all subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Owner upon request.

The Contractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained ii. disappearance of property. Any insurance covering the Contractor's or its subcontractor's property shall be the Contractor's and its subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Contractor shall not be reimbursed for same. Should the Contractor or its subcontractors choose to self insure this risk, it is expressly agreed that the Contractor hereby waives, and shall cause its subcontractors to waive, any claim for damage or loss to said property in favor of the Owner Parties.

#### H. Use of the Owners Equipment

The Contractor, its agents, employees, subcontractors or suppliers shall use the Owners equipment only with express written permission of the Owners designated representative and in accordance with the Owners terms and condition for such use. If the Contractor or any of its agents, employees, subcontractors or suppliers utilize any of the Owners equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Owner, the Contractor shall defend, indemnify and be liable to the Owner Parties for any and all loss or damage which may arise from such use.

#### **Release and Waiver** ١.

The Contractor hereby releases, and shall cause its subcontractors to release, the Owner Parties from any and all claims or causes of action whatsoever which the Contractor and/or its subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Contractor and/or its subcontractors pursuant to this Agreement. THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE OWNER PARTIES.

#### PERFORMANCE BOND

# KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_\_\_, as Principal herein, and [Surety], a corporation organized and existing under the laws of the State of [Surety's state of incorp] and who is authorized and admitted to issue surety bonds in the State of Texas, as surety, are held and firmly bound unto the City of Deer Park, Texas, a municipal corporation with its principal location of 710 E. San Augustine, Deer Park, Texas, Harris County, Obligee herein, in the sum of [printed amount of bond] Dollars (\$[numeric amount of bond]) for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain written contract with the Obligee dated the \_\_\_\_\_\_day of \_\_\_\_\_\_\_, 20\_\_\_\_, herein referred to as "the Contract" and incorporated herein and made a part hereof for all purposes, for the construction of the following project: [project name].

NOW, THEREFORE, the condition of this obligation is such, if the said Principal shall faithfully perform the work in accordance with the plans, specifications, and other Contract Documents and shall fully indemnify and hold harmless the Obligee from all costs and damages which Obligee may suffer by reason of Principal's failure to perform the Work in conformity with the Contract Documents, and reimburse and repay Obligee for all outlay and expense that Obligee may incur in making good such default, then this obligation shall be void; otherwise, to remain in full force and effect. Whenever Contractor shall be declared by Obligee to be in default under the Contract, the Surety shall, upon request of Obligee and within seven (7) calendar days from receipt of Obligee's notice of Contractor's default, commence and thereafter complete performance of Contractor's obligations under the Contract. This Bond covers all contractual obligations of Contractor under the Contract, including, without limitation, the indemnity, warranty and guaranty obligations. The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of any of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and any notices provided in such regard shall not create as to any party a duty related thereto. The penal limit of this bond shall automatically be increased by the amount of any change order, supplemental agreement or amendment which increases the price of the Contract.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code, as amended, and all rights and liabilities on this bond shall be determined in accordance with the provisions of such statute, to the same extent as if it were copied at length herein. All notices shall be delivered in writing to the addresses shown below or to addresses provided in the Contract Documents.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

The date of bond shall not be prior to date of Contract.

	PRINCIPAL
ATTEST:	By:
	Name:
(Principal) Secretary	Title:
(SEAL)	Address:
Witness as to Principal	Telephone Number:
	SURETY
ATTEST:	Ву:
	Name:
Secretary	Attorney in Fact
(S E A L)	Address:
Witness as to Surety	Telephone Number:

# An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

Approved as to Form:

City of Deer Park 710 E. San Augustine Deer Park, Texas 77536

Ву:\_\_\_\_\_

Title: \_\_\_\_\_

Date:\_\_\_\_\_

#### PAYMENT BOND

# KNOW ALL MEN BY THESE PRESENTS:

That we, \_\_\_\_\_\_, as Principal herein, and [Surety], a corporation organized and existing under the laws of the State of [Surety's state of incorp] and who is authorized and admitted to issue surety bonds in the State of Texas, as surety, are held and firmly bound unto the City of Deer Park, Texas, a municipal corporation with its principal location of 710 E. San Augustine, Deer Park, Texas, Harris County, Obligee herein, in the sum of [printed amount of bond] Dollars (\$[numeric amount of bond] for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, Principal has entered into a certain written contract with the Obligee dated the \_\_\_\_\_\_day of \_\_\_\_\_\_\_, 20\_\_\_\_, which contract is hereby referred to herein as "the Contract" and is incorporated herein to the same extent as if copied at length, for the following project: [project name].

NOW, THEREFORE, the condition of this obligation is such, that if the said Principal shall directly or indirectly timely make payment to each and every claimant (as defined in Chapter 2253, Texas Government Code, as amended) supplying labor or materials in the prosecution of the work under the Contract, then this obligation shall be void; otherwise, to remain in full force and effect. *This obligation may be enforced by the Obligee in the event of bankruptcy or default by Principal in payments to suppliers of labor or materials in the prosecution of the work under the Contract, in either of which events the Surety shall make such payments as Principal has failed to pay and as may be required to complete the work under the contract.* The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and any notices provided in such regard shall not create as to any party a duty related thereto.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code, as amended, and all rights and 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. All notices shall be delivered in writing to the addresses shown below or to addresses provided in the Contract Documents.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

The date of bond shall not be prior to date of C	Contract.
--	-----------

	PRINCIPAL
ATTEST:	By:
	Name:
(Principal) Secretary	Title:
(SEAL)	Address:
Witness as to Principal	
	Telephone Number:
	SURETY
ATTEST:	Ву:
Secretary	Name: Attorney in Fact
(S E A L)	Address:
Witness as to Surety	Telephone Number:

An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

Approved as to Form:

City of Deer Park 710 E. San Augustine Deer Park, Texas 77536

By:\_\_\_\_\_

Title: \_\_\_\_\_

Date:\_\_\_\_\_

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



Issued and Published Jointly by



American Council of Engineering Companies





These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC<sup>®</sup> C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC<sup>®</sup> C-001, 2013 Edition).

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### 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 form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting 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, or both.
  - 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, or both; 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. 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), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and

Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree 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 the 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. Engineer—The individual or entity named as such in the Agreement.
- 21. 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.
- 22. 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. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
- 23. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 24. *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.
- 25. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

- 26. *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.
- 27. *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.
- 28. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.
- 29. *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.
- 30. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
- 31. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.
- 32. 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.
- 33. Schedule of Submittals—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.
- 34. 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.
- 35. 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.
- 36. *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 furnished by Owner which are designated for the use of Contractor.
- 37. 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.
- 38. *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.

- 39. 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 thereof.
- 40. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
- 41. Supplementary Conditions—The part of the Contract that amends or supplements these General Conditions.
- 42. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, 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.
- 43. Technical Data—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
- 44. Underground Facilities—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
- 45. Unit Price Work—Work to be paid for on the basis of unit prices.
- 46. *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.
- 47. 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 the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

- B. Day:
  - 1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.
- C. Defective:
  - 1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:
    - a. does not conform to the Contract Documents; or
    - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
    - c. 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.
- D. Furnish, Install, Perform, Provide:
  - 1. The word "furnish," when used in connection with services, materials, or equipment, shall mean 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, shall mean 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, shall mean 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.
- E. Unless stated otherwise in the Contract Documents, words or phrases that have a wellknown 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 Bonds and Evidence of Insurance

- A. Bonds: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

- 2.02 Copies of Documents
  - A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed 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.
- 2.03 Before Starting Construction
  - A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to the Owner and Engineer:
    - 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
  - 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.

#### 2.05 Initial 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 for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall 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.

 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.

#### 2.06 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items 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 items, or from those established in applicable transmittal protocols.

# 2.07 Designation of Authorized Representatives

A. Prior to or within three (3) days of the Notice to Proceed, the Owner and Contractor 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.

# ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

- 3.01 Intent
  - A. The Contract Documents are complementary; what is required by one 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 or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
  - D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- 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, shall mean 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, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, 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, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, 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 Documents 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 Documents issued pursuant to Paragraph 11.01.
  - 3. Should Contractors perform the Work after discovery of such a conflict without reporting the conflict or before receipt of a clarification or interpretation by Engineer, Contractor will be solely liable for any correction or other measures that may be required to overcome the conflict or bring the Work into compliance with the Contract Documents.
  - 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 shall 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 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 thereunder.
  - 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 give written notice to Owner and Contractor 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.

# ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

- 4.01 Commencement of Contract Times; Notice to Proceed
  - A. The Contract Times will commence upon issuance of notice to proceed.
- 4.02 Commencement of Performance
  - A. No Work shall be done at the Site prior to such date. Contractor may commence performance upon receipt of the Notice to Proceed and in accordance with any terms and dates contained therein.
- 4.03 Reference Points
  - A. If applicable, Owner shall provide engineering surveys, or GPS control points 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.
  - B. Contractor shall note the location of all reference points and controls on a set of red-lined drawings or exhibits to be maintained at all time on the jobsite.

#### 4.04 Progress Schedule

- 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 shall 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 shall 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 the Contract Time. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the 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. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall 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 utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
  - 4. acts of war or terrorism.
- D. 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.

- E. Paragraph 8.03 governs 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.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times 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.
- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.
- H. Contractor expressly waives any right to an adjustment in Contract Price for any event of delay. Contractor's sole remedy for any delay shall be limited to an adjustment in Contract Time.

# ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

#### 5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor 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; 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.
    - 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 7.12, 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 at law; and (c) TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, INDEMNIFY AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS 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 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 shall 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. Contractor accepts the responsibility to satisfy itself as to the soil conditions and nature and type of geological formations in and through which this Project will be constructed. Such information as may be obtained from the test borings and accompanying notations shown on the plans is merely for the guidance of the Contractor and is not to be construed in any manner as a guarantee by the Owner that such conditions of sub-surface strata are infallible.
  - B. Contractor waives any and all rights to make a claim against Owner relating to representations related to geotechnical data provided in the contract documents, plans and specifications. The locations of the test holes, if applicable, are shown in the Geotechnical Report. Logs of these test holes are included in the Geotechnical Report. Test holes information represents subsurface characteristics to the extent indicated and only for the point location of the test hole. Contractor shall make its own interpretation of the character and condition of the materials, which will be encountered. Contractor may, at its own expense, make additional surveys and investigations as it may deem necessary to determine conditions, which will affect performance of the Work.
  - C. Reports and Drawings: Owner will identify to the Contractor:
    - 1. any reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

- any drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
- Technical Data contained in such reports and drawings.
- D. Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified by Owner 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 Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner with respect to:
  - 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; or
  - 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.

# 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 either:
  - 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; or
  - 2. is of such a nature as to require a change in the Drawings or Specifications; or
  - 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; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; 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. Possible Price and Times Adjustments:
  - 1. Contractor shall be entitled to an equitable adjustment in 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 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. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
  - 2. Contractor shall not be entitled to any adjustment in the Contract Times with respect to a subsurface or physical condition if:
    - a. Contractor knew of the existence of such condition at the time Contractor submitted its Bid or entered into the Agreement with Owner for the Project; or
    - 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 as 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 Times, then any such adjustment shall 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 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.

#### 5.05 Underground Facilities

- A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Contract Documents:
  - 1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

- 2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
  - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
  - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
  - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
  - d. 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 in the Contract Documents, or was not shown or indicated 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), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.
- C. Engineer's Review: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; 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 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. Possible Times Adjustments:
  - 1. Contractor shall be entitled to an equitable adjustment in the Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's time required for, performance of the Work; subject, however, to the following:
    - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

- b. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; 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 Times then any such adjustment shall 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 Times no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
- 5.06 Hazardous Environmental Conditions at Site
  - A. 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.
  - B. 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.
  - If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose C. 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 deduct all costs incurred from the contract balance or if no contract balance, may file a claim for costs.
  - D. 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.
  - E. 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, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by

Contractor, 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.

- F. 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.
- G. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS 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.
- H. 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 in accordance with chapter 2253 of the Texas Government Code. Contractor shall also furnish such other bonds as are required by other specific provisions of the Contract.
- B. 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 shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds in a form acceptable to Owner. The surety on the bonds must be duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in Texas, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide bonds from another surety, all of which shall comply with the requirements above.
- E. 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.
- 6.02 Insurance—General Provisions
  - A. Owner is self-insured as a municipality of the State of Texas.
  - B. Contractor shall provide all insurance with required by Exhibit A to these General Conditions, Owner's Insurance Requirements.

# ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

#### 7.01 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. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written consent of Owner. Such consent shall not be unreasonably withheld.
- 7.02 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 at all times maintain good discipline and order at the Site.
  - B. 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 shall 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.
  - C. Contractor shall provide and pay for labor in accordance with the prevailing wage in the locality and shall not pay less than the prevailing wage.

#### 7.03 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 shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall 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 shall 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.

#### 7.04 "Or Equals"

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, 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 material or equipment, or items from other proposed suppliers under the circumstances described below.

- 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
  - a. in the exercise of reasonable judgment Engineer determines that:
    - it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
    - it 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;
    - it has a proven record of performance and availability of responsive service; and
    - 4) it is not objectionable to Owner.
  - b. Contractor certifies that, if approved and incorporated into the Work:
    - there will be no increase in cost to the Owner or increase in Contract Times; and
    - it 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. Use of an unapproved "or-equal" item will render such Work defective and will be subject to Article 14 provisions.
- D. Effect of Engineer's Determination: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

#### 7.05 Substitutes

- A. Unless the specification or description of an item of material or equipment 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 material or equipment under the circumstances described below. To the extent possible such requests shall 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 material or equipment from anyone other than Contractor.
  - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.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 material or equipment that Contractor seeks to furnish or use. The application:
    - a. shall 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 that specified, and
      - be suited to the same use as that specified.
    - b. will state:
      - 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 that specified, and
      - 2) available engineering, sales, maintenance, repair, and replacement services.
    - d. shall 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 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. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- E. 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 shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

# 7.06 Concerning Subcontractors, Suppliers, and Others

- A. 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 five days.
- B. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- C. 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.
- D. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- E. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- F. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- G. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.
- H. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner.
- I. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

#### 7.07 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 a particular 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 shall be disclosed by Owner in the Contract Documents.
- B. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS 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.

#### 7.08 Permits

A. The Owner shall waive all construction permit fees and charges assessed by entities and agencies of the City. This section is not intended to waive any permit fees or charges assessed by the departments of the state, the county or federal government. To the extent such fees are not waived, 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).

#### 7.09 Taxes

A. The Owner enjoys tax-exempt status as a municipality. To enjoy the cost-savings benefits of its tax-exempt status, the Owner will provide a Tax Exemption Certificate to the Contractor for use on the Project. The Contractor shall use that certificate to exempt any purchases made for the Work from taxes. All savings for the tax-exempt status will be passed on to the Owner by the Contractor. The Contractor agrees to bind all Subcontractors of any tier to the obligation to present and use the Tax Exemption Certificate and pass all savings to the Owner.

#### 7.10 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. Except where otherwise expressly required by applicable Laws and Regulations, 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. However, Contractor has no responsibility or liability for determining whether the Work as described in the Contract Documents complies with applicable Laws or Regulations.

#### 7.11 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 Owner. Delivery of a complete set of record documents to Owner is a condition precedent to Final Completion.

#### 7.12 Safety and Protection

- A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall comply with all Laws and Regulations regarding safety and 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.
- B. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when 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.
- C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any.
- D. 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.
- E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.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).
- F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall 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.

#### 7.13 Safety Representative

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 7.14 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of 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 threatened 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 thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.
- B. In the event there is an accident involving injury to any individual on or near the Work, the Contractor shall notify Owner's Representative within twenty-four (24) hours of the event and shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports and other documentation that describes the event. Copies of such documentation shall be provided to Owner, for the Owner's and Engineer's records, within forty-eight (48) hours of the event. Nothing in this section will relieve Contractor of its obligations and responsibilities with respect to an injury under any state and federal laws and regulations.

#### 7.16 Shop Drawings, Samples, and Other Submittals

- A. Shop Drawing and Sample Submittal Requirements:
  - 1. Before submitting a Shop Drawing or Sample, Contractor shall have:
    - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
    - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
    - c. determined and verified 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
    - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

- 2. Each submittal shall 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 submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.
- B. Submittal Procedures for Shop Drawings and Samples: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.
  - 1. Shop Drawings:
    - a. Contractor shall submit the number of copies required in the Specifications.
    - b. Data shown on the Shop Drawings will 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.D.
  - 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.D.
  - 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. Other Submittals: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. Engineer's Review:
  - 1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. 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, conform to the information given in 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 of a Shop Drawing or Sample shall 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.

- 3. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
- 4. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.
- 5. 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.D.4.
- E. Resubmittal Procedures:
  - 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 submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
  - 3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

# 7.17 Contractor's General Warranty and Guarantee

A. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- B. The Contractor warrants and guarantees for one (1) year from Final Completion, or for a longer period if expressly stated in the Contract Documents, the Work. This includes a Warranty and Guarantee against any and all defects. The Contractor must correct any and all defects in material and/or workmanship which may appear during the Warranty and Guarantee period, or any defects that occur within one (1) year of Final Completion even if discovered more than one (1) year after Final Completion, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the Owner, within a reasonable period of time, and to the Owner's satisfaction.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  - 1. abuse, modification, or improper 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 shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  - 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;
  - 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. any inspection, test, or approval by others; or
  - 8. any correction of defective Work by Owner.
- 7.18 Indemnification
  - TO THE FULLEST EXTENT PERMITTED BY LAW, AND IN ADDITION TO ANY OTHER Α. OBLIGATIONS OF CONTRACTOR UNDER THE CONTRACT OR OTHERWISE, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS 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 PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY 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.

- 7.19 Delegation of Professional Design Services
  - A. Contractor shall not be responsible for nor warrant the adequacy of the design, performance, criteria, or design criteria specified by Owner or Engineer in the Contract Documents, Plans, and Specifications.
  - B. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
  - C. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
  - D. Owner shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
  - E. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

#### 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, 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 utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
  - C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. 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.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, 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.

#### 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:
  - 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 at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner 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 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. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- 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. 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 to 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, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS 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. For all Project and performance of Work matters, Owner will issue communications to Contractor through Engineer. However, Owner may, at its discretion, issue communications related to the Project directly to Contractor. In all such direct communications, Owner will endeavor to copy Engineer.
- 9.02 Replacement of Engineer
  - A. Owner may at its discretion appoint an engineer to replace Engineer. The replacement engineer's status under the Contract Documents shall 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.
- 9.06 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.
- 9.07 Evidence of Financial Arrangements
  - A. Within Thirty (30) days of executing the Agreement, Contractor may request, and Owner shall furnish, reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

#### 9.08 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 act as the Owner's representative for Project administration during the construction period. Engineer shall not have the authority to bind the Owner as that authority lies with the Owner's designated representative, but Engineer may communicate on behalf of Owner in all Project matters.
- 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'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 10.08. 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 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 this article 10.
- 10.04 Rejecting Defective Work
  - A. Engineer has the authority to reject Work in accordance with Article 14.
- 10.05 Shop Drawings, Change Orders and Payments
  - A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
  - B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

#### 10.06 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.
- 10.07 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.

#### 10.08 Limitations on Engineer's Authority and Responsibilities

- A. Engineer's authority, responsibility and actions as Owner's representative shall not give rise to any liability to Contractor. Contractor expressly waives any claims it has against Engineer for the performance of its responsibilities as Owner's representative.
- 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.
- C. 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 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.
- D. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.
- 10.09 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 (if any) of which Engineer has been informed.

# ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

## 11.01 Amending and Supplementing Contract Documents

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
  - 1. Change Orders:
    - a. A Change Order shall be used to amend or supplement the Contract Documents when the Parties agree to the amendment, supplement, modification to the scope of work, or change in the Contract Price or the Contract Times.
  - 2. *Work Change Directives*: A Work Change Directive may be issued by the Owner if the Parties cannot agree on a Change Order or if:
    - a. 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 11.04 regarding change of Contract Price.

- b. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.
- c. Upon receipt of a Change Directive, Contractor shall promptly proceed with the change in the Work involved.
- 3. *Field Orders*: Owner or 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. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.
- 11.02 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. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes 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 shall be performed under the applicable conditions of the Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

## 11.03 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.

# 11.04 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 shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall 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); or
  - 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 11.04.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 11.04.C).
- C. Contractor's Fee: When applicable, the Contractor's fee for overhead and profit shall 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 shall be 15 percent;
    - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five 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 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.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 five 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 shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
    - d. no fee shall 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 will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
    - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### 11.05 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 shall comply with the provisions of Paragraph 11.06. Any

Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

#### 11.06 Change Proposals

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.
  - 1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. 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. The supporting data shall 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. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
  - 2. Engineer's Action: Engineer will review each Change Proposal with Owner and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Engineer's action on a Change Proposal will not have the effect of adjusting the Contract Time or Contract Price without express written approval of Owner and a memorialization of Engineer's Action in a Change Order. Such actions shall 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.
  - 3. *Binding Decision*: Engineer's decision will be final and binding upon Contractor, unless Contractor appeals the decision by filing a Claim under Article 12.
- B. *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 that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- 11.07 Execution of Change Orders
  - A. Owner and Contractor shall execute appropriate Change Orders covering:
    - 1. changes in the 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 11.02, (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; and
- 4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.
- 11.08 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 shall be submitted 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; and
  - 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.
- 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 responsibility to substantiate a Claim shall rest with the party making the Claim.
- 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 shall 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 shall stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, the mediation shall occur within 60 days of the agreement to mediate. However, the mediation may be stayed and its scope and schedule may be amended, provided that the mediation occur no later than 60 days following Final Completion.
  - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

- Mediation is a condition precedent to litigation before a court of competent jurisdiction or tribunal.
- E. *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.
- F. *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, that agreement should be memorialized in a Change Order if the Project is ongoing at the time of resolution and the agreement affects the Contract scope, price, or time.

# 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. 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 shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
    - 1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto.
    - 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 shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall 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 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 shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

- C. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.
  - 1. Supplemental costs including 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, and hand tools not owned by the workers, 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.
    - c. Rentals of all construction equipment and machinery, and the parts thereof, approved by Owner, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.
    - d. The cost of utilities, fuel, and sanitary facilities at the Site.
    - e. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- D. Costs Excluded: The term Cost of the Work shall not include any of the following items:
  - 1. Payroll costs and other compensation of Contractor's employees, agents and other personnel not included in Paragraph 13.01.B, whether at the Site or in Contractor's principal or branch office for general administration of the Work. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
  - 2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
  - 3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
  - 4. 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.
- E. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.
- F. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

#### 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 on account of any of the foregoing will be valid.
- C. Contingency Allowance: Contractor agrees that a 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 on account of Work covered by allowances, and the Contract Price shall 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, subject to the provisions of the following paragraph.
  - E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
    - 1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;
    - there is no corresponding adjustment with respect to any other item of Work; and
    - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a

decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

# 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 will 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 therewith 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 be responsible for providing the services of an independent inspection and testing lab if the Contract Documents and Specifications so require.
  - C. 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;
    - 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 shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner.

- D. 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.
- E. 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 shall 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 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*: 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, 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. Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall 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 special 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, upon Owner's approval and 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, or both, 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.

#### 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 rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven 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 setoffs 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 on account of 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. 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 shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and 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.

- 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
- 3. 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;
    - the quality of the Work is generally in accordance with the Contract Documents; 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. 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. 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:
    - claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work;
    - 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. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
    - there are other items entitling 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 shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

#### 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 seven 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. At that inspection, Owner and Engineer will review, supplement, and edit the initial punch list prepared by Contractor or prepare an additional punch list if Contractor has not yet provided a punch list. If Owner or Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Owner and Engineer consider the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall 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. If Owner and Engineer do not consider the Work substantially complete, the Engineer shall notify Contractor of such, in writing, with a specific explanation of those portions of the Work that are the basis for determining the Work is not substantially complete.
- D. 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.

## 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 15.03for 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 Owner or 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 Owner or 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.

- 4. No use or occupancy or separate operation of part of the Work by Owner will relieve Contractor of its insurance obligations under these Contract Documents.
- B. The Owner, at the Owner's sole option, shall have the right to take possession of and use any completed or partially completed portion of the Work regardless of the time for completing the entire Work. The Owner's exercise of such use and possession shall not be construed to mean that the Owner acknowledges that any part of the Work so possessed and used is substantially complete or that it is accepted by Owner, and the Owner's exercise of such use and possession shall not relieve the Contractor of its responsibility to complete all Work in accordance with the Contract Documents.

#### 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 7.11), and other documents, Contractor may make application for final payment.
  - 2. The final Application for Payment shall 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 disputes that Contractor believes are unsettled; 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 Application and Acceptance:
  - 1. 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 ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *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.
- D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off) will become due and shall be paid by Owner to Contractor.
- E. *Contractor's Warranty and Guarantee*: Contractor's general warranty period and guarantee will begin to run upon Final Completion as approved by City Council, and following Engineer's written recommendation.

#### 15.07 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from defective Work appearing after final inspection, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- 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, expressly reserved, or appealed under the provisions of Article 17.

#### 15.08 Correction Period

A. If within one year after the date of Final Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is in need of repair, adjustment, modification, correction, or found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as

permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

- correct the defective repairs to the Site or such other adjacent areas;
- 2. correct such defective Work;
- 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, 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 therefrom.
- B. If 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 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 correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. 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.
- D. 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.
- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not 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 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, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall 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; or
- 3. 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 ten 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 notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. 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. If Owner chooses to complete the Work in accordance with this provision, Owner and Contractor expressly agree that Owner shall be exempt from publicly bidding the completion work pursuant to Section 252.022 of the Texas Local Government Code.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven 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 to complete the Work and/or correct the default, 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.
- 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.

#### 16.03 Owner May Terminate For Convenience

- A. Upon seven days written notice to Contractor, 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:
  - completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination;
  - 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;
  - 3. demobilization expenses; and
  - 4. overhead and profit on unperformed work. .
- B. Contractor shall not be paid for any economic loss arising out of or resulting from such termination, except for those costs expressly identified above..

#### 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 180 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 seven 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, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor. 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; and
    - Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
    - 3. Reserved claims of Owner or Contractor under these Control Documents, including Article 12.
  - B. Final Resolution of Disputes:
    - 1. For any disputes subject to this article, Owner and Contractor shall endeavor to resolve their Claims by mediation. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction. Mediation is a condition precedent to litigation before a court of competent jurisdiction.
    - 2. For any claim not resolved by mediation, the parties agree to submit such claims to the jurisdiction of the District Court of Harris County, Texas for final dispute resolution.

#### ARTICLE 18 – MISCELLANEOUS

#### 18.01 Giving Notice

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
  - 1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended;
  - 2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice; or
  - 3. delivered by electronic means with a corresponding confirmation of delivery or read receipt.
- 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, Sunday or a legal holiday, the computation of time will conclude on the next business day.

#### 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 special warranty or guarantee, or by other provisions of the Contract.

#### 18.04 Limitation of Damages

- A. The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:
  - 1. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
  - 2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, bonding capacity, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
- 18.05 No Waiver
  - A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall 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 or completion of the Contract or termination of the services of Contractor.
- 18.07 Controlling Law
  - A. This Contract is to be governed by the law of the state of Texas.

#### 18.08 Headings

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.
- 18.09 Prevailing Wage
  - A. Contractor shall provide and pay for labor in accordance with the prevailing wage in the locality and shall not pay less than the prevailing wage.
- 18.10 Right to Audit:
  - A. Whenever the Owner enters into any type of contractual arrangement with the Contractor, then the Contractor's "records" shall upon reasonable notice be open to inspection and subject to audit and/or reproduction during normal business working hours. The Owner's representative, or an outside representative engaged by the Owner, may perform such audits. The Contractor shall maintain all records relating to this Agreement for four (4) years from the date of final payment under this Agreement.
  - The Owner shall have the exclusive right to examine the records of the Contractor. The Β. term "records" as referred to herein shall include any and all information, materials and data of every kind and character, including without limitation records, books, papers, documents, contracts, schedules, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may, in the Owner's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document. Such records shall include (hard copy, as well as computer-readable data if it can be made available), written policies and procedures, time sheets, payroll registers, cancelled checks, personnel file data, correspondence, general ledger entries, and any other record in the Contractor's possession which may have a bearing on matters of interest to the Owner in connection with the Contractor's dealings with the Owner (all of the foregoing are hereinafter referred to as "records"). In addition, the Contractor shall permit interviews of employees as well as agents, representatives, vendors, subcontractors and other third parties paid by the Contractor to the extent necessary to adequately permit evaluation and verification of the following:
    - 1. The Contractor's compliance with contract requirements;
    - 2. The Contractor's compliance with the Owner's business ethics policies; and
    - 3. If necessary, the extent of the Work performed by the Contractor at the time of contract termination.
  - C. The Contractor shall require all payees (examples of payees include subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this Article 18.01 by securing the requirements hereof in a written agreement between the Contractor and payee. Such requirements include a flow-down right of audit provision in contracts with payees that also apply to subcontractors and sub-subcontractors, material suppliers, etc. The Contractor shall cooperate fully and shall require Related Parties and all of the Contractor's subcontractors to cooperate fully in furnishing or in making available to the Owner from time to time whenever requested, in an expeditious manner, any and all such information, materials, and data.

- D. The Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with this Article 18.10.
- E. If an audit inspection or examination in accordance with this Article 18.10 discloses overpricing or overcharges of any nature by the Contractor to the Owner in excess of one-half of one percent (.5%) of the total contract billings, then the reasonable actual cost of the Owner's audit shall be reimbursed to the Owner by the Contractor. Any adjustments and/or payments, which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records, shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the Owner's findings to the Contractor.

## SUPPLEMENTARY CONDITIONS OF AGREEMENT

#### 1. <u>GENERAL</u>

1.1 The provisions of this part of the specifications shall govern in the event of any conflict between this part and the General Conditions.

## 2. <u>DEFINITIONS</u>

2.1 Owner: Where in the Specifications the term "Owner" is used, it is understood to refer to the City of Deer Park, Texas.

2.2 Engineer: The work "Engineer" in these specifications shall be understood to refer to the City Engineer or his designated representative of the City of Deer Park and authorized to act as an agent for the Owner.

2.3 Contractor: Wherever in these Specifications the term "Contractor" is used, it is understood to mean the person, persons, co-partnership or corporation who has or have agreed to perform the work contained in this Contract, or his, or their authorized representative.

2.4 Extra Work: The term "Extra Work" as defined in the General Conditions of Agreement is hereby clarified with relation to the Extra Work Orders. All orders shall be signed by the "Owner".

## 3. LOCATION OF WORK

3.1 The site of work is located within the City Limits of Deer Park, Texas. The drawings will show more specific locations.

## 4. <u>SCOPE OF WORK</u>

4.1 The Contractor is to provide and complete all requirements as defined within the Contract Documents, as set forth in the detailed Specifications and Instructions herein. All work shall be completed and all materials furnished in strict conformity with the Contract Documents.

## 5. <u>COMPLETION TIME</u>

5.1 The entire project as indicated herein, and provided in the Contract Documents and Plans, shall be completed as indicated in the Proposal and beginning ten (10) days after the date of notice to proceed. Unless otherwise stipulated, the work shall begin no later than ten (10) days after written notice to proceed is issued. Time charges will commence either on the tenth (10<sup>th</sup>) day after the stipulated notice date or when the contractor moves in on the job site, whichever occurs first.

## 6. LIQUIDATED DAMAGES FOR DELAYS

6.1 Time is of utmost essence for this Contract; it being important that this public improvement be quickly completed. The Contractor and Owner understand and agree that a breach of this Contract as to completion on time will cause damage to Owner, but further agree that such damages can not be accurately measured, or that ascertainment will be difficult. Therefore, parties agree that for each and every calendar day work, or any portion thereof, shall remain uncompleted after expiration of time limit set in Contract, or as extended, Contractor shall pay as minimum liquidated damages the following amount:

Amount of Contract

Damages Per Calendar Day

Under \$1,000.00	\$ 10.00
\$1,000.00 to 10,000.00	20.00
\$10,001.00 to 50,000.00	50.00
\$50,001.00 to 100,000.00	100.00
\$100,001.00 to 250,000.00	150.00
\$250,001.00 to 500,000.00	250.00
\$500,001.00 to 750,000.00	325.00
\$750,001.00 to 1,000,000.00	400.00
\$1,000,001.00 to 1,500,000.00	525.00
\$1,500,001.00 to 2,000,000.00	650.00
\$2,000,001.00 to 3,000,000.00	900.00
\$Over \$ 3,000,000.00	1,100.00

6.2 However, foregoing agreement as to liquidated damages constitutes only an agreement by Owner and Contractor as to minimum amount of damages which Owner will sustain in any event by reason of Contractor's failure to complete work within specified time. Should Owner suffer damage over and above minimum amount specified by reason of Contractor's failure to begin work when ordered, carry it forward uninterruptedly after beginning, or complete it within specified time in strict accordance with Plans and Specification, Owner may recover such additional amount. Owner has right to deduct and withhold amount of any and all such damages, whether it be the minimum amount agreed upon or otherwise, from any moneys owing by it to said Contractor or Owner may recover such amount from Contractor and sureties on his bond; all of such remedies shall be cumulative and Owner shall not be required to elect any one, nor be deemed to have made an election by proceeding to enforce any one remedy.

## 7. GUARANTEE AGAINST DEFECTIVE WORK

7.1 The Contractor shall deliver to the Owner upon completion of all work provided herein, his written guarantee, made out to the Owner and in a form satisfactory to the Owner and guaranteeing (and he does hereby guarantee) all the work performed under this Contract is new

and free from faulty materials in every particular, and free from faulty workmanship, and agreeing (and he does hereby agree) to replace or re-execute without additional cost to the Owner such work as may be found to be unsatisfactory, and to make good all damage to his, or work by others, as a result of improper workmanship and materials or due to such required replacement or re-execution.

7.2 This guarantee shall be made to cover (and does cover) a period of one (1) year from the date of acceptance of all work performed under this Contract. Upon completion of the project for final acceptance, the Contractor shall submit a written guarantee as indicated above with his final estimate of payment to the Owner for approval and acceptance. The guarantee and Final Estimate will be approved when the project is completed as indicated and to the Owner's satisfaction. A "final Certificate" will be issued by the Engineer, as evidence. Neither the "Final Certificate" nor payment, nor any provisions in the Contract Documents shall relieve the Contractor of the guarantee provisions, or his responsibility for neglect or the replacement of faulty materials, or workmanship, or any other items of defect during the period of time covered by the guarantee.

## 8. INSURANCE REQUIREMENTS

8.1 The successful Contractor shall submit to the Owner, prior to start of work, certificates of insurance of separate endorsements obtained to his existing insurance policies in force, and acceptable to the Owner, and shall meet the minimum insurance requirements as follows:

8.1.1 Workmen's Compensation and Employer's Liability Insurance (policy must include coverage for the Texas Workman's Compensation act).

8.1.1.1 New Texas Worker's Compensation Commission Rule 28 TAC 110.110 relating to REPORTING REQUIREMENTS FOR BUILDING OR CONSTRUCTION PROJECTS FOR GOVERNMENTAL ENTITIES.

A. Definitions:

Certificate of coverage ("certificate")-A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage AGREEMENT (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project-includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in 406.096)-includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without

limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnished persons to provide services on the project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

B. The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

C. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

D. If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

E. The contractor shall obtain from each person providing services on a project, and provide to the governmental entity.

(1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(2) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

F. The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

G. The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

H. The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

I. The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

(1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.00(44) for all of its employees providing services on the project, for the duration of the project;

(2) provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

(3) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(4) Obtain from each other person with whom it contracts, and provide to the contractor:

(a) a certificate of coverage, prior to the other person beginning work on the project, and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) retain all required certificates of coverage on file for the duration of the prlject and for one year thereafter;

(6) notify the governmental entity in writing by certified mail of personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

J. By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage

agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of self-Insurance Regulations. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

K. The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

(I) A contractor shall:

(1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;

(2) Provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior beginning work on the project;

(3) Provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project.

(4) Obtain from each person providing services on a project, and provide to the governmental entity:

(A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

(B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(5) Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(6) Notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;

(7) Post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text in Figure 2 provided by the commission on the sample notice, without any additional words or changes.

REQUIRED WORKER'S COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes person providing hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-440-3789 to receive information on the legal requirements for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

(8) Contractually require each coverage, or to report an employer's failure to provide services on a project to:

(A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;

(C) include in all contracts to provide services on the project the language in subsection (e)(3) of this rule;

(D) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(E) obtain from each other person with whom it contracts, and provide to the contractor:

(i) a certificate of coverage, prior to the other person beginning work on the project; and

(ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(G) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(H) contractually require each other person with whom it contracts, to perform as required by paragraphs (A)-(H), with the certificate of coverage to be provided to the person for whom they are providing services.

(II) A person providing services on a project, other than a contractor, shall:

(1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;

(2) provide a certificate of coverage as required by its contract to provide services on the project, prior to beginning work on the project;

(3) have the following language in its contract to provide services on the project:

"By signing this contract or providing or causing to be provided a certificate of coverage, the person signing this contract who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier of, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or-misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions."

(4) provide the person for whom it is providing services on the project, prior to the end of the coverage period shown on its current certificate of coverage, a new certificate showing extension of coverage, if the coverage period shown on the certificate ends during the duration of the project:

(5) obtain from each person providing services on a project under contract to it, and provide as required by its contract:

(A) a certificate of coverage, prior to the other person beginning work on the project; and

(B) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(6) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(7) notify the governmental entity in writing by certified mail or personal delivery, of any change that materially affects the provision of coverage of any person providing services on the project and send the notice within 10 days after the person knew or should have known of the change;

(8) contractually require each other person with whom it contracts to:

(A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(B) provide a certificate of coverage to it prior to that person beginning work on the project;

(C) include in all contracts to provide services on the project the language in subsection (e)(3) of this rule;

(D) provide, prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(E) obtain from each other person under contract to it to provide services on the project, and provide as required by its contract;

(i) a certificate of coverage, prior to the other person beginning work on the project; and

(ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the contract;

(F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(G) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

(H) contractually require each person with whom it contracts, to perform as required by paragraphs (A)-(H), with the certificate of coverage to be provided to the person for whom they are providing services.

(III) If any provision of this rule or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this rule that can be given effect without the invalid provisions of this rule are declared to be severable.

(IV) This rule is applicable for building or construction contracts advertised for bid by a governmental entity on or after September 1, 1994.

8.1.2 Comprehensive General Liability with Limits not less than:

	Bodily Injury Liability	\$100,000/person \$300,000/accident		
	Property Damage Liability	\$50,000/accident \$100,000/aggregate		
8.1.3	3 Comprehensive Automobile Liability with Limits not less than:			
	Bodily Injury Liability	\$100,000/person \$300,000/accident		

Property Damage Liability

8.1.4 The remaining term of all policies shall extend at least to the completion date of the Contract; if the expiration date shall occur prior to final completion of all operations hereunder, Contractor shall, not less than 15 days prior to expiration date, furnish evidence to renewal or of extension of such insurance. All such evidence of insurance shall provide for 15 days prior notice to be given to Owner in the event of cancellation.

\$25,000/accident

8.1.5 The Contractor agrees to indemnify and to hold the Owner and the Engineer harmless from and against any and all damages, claims, demands, suits, judgments, and costs including attorney's fees and expenses for or on account of damage to property of any person or persons (including property and employees of the Owner, the Contractor and employees of the Contractor) directly or indirectly arising out of, or caused by or in connection with the performance of or failure to perform any work provided for hereunder by the Contractor, his sub-contractors, or their or the Contractors agents, servants or employees.

## 9. SANITARY FACILITIES

9.1 Adequate facilities shall be provided not less than 150 feet from any existing or proposed water well and shall be properly maintained in good sanitary conditions at a location for use by all employees and by the Engineer. The sanitary facilities shall be well ventilated, provided with proper concealment, and shall be kept clean at all times. Upon completion of the work, the facilities shall be removed, and the site restored to its original condition, and to the Owner's complete satisfaction.

## 10. EXISTING TOPOGRAPHY

10.1 The natural ground contours and topographic features indicated on the drawings are based on latest topographic surveys available, and have been used to estimate quantities; however, the degree of accuracy of this information shall in no way relieve the Contractor or others of any responsibility for the proper performance of the work, or obligations of the Contract Documents.

## 11 PROPERTY LINES AND MONUMENTS

11.1 The Contractor shall be responsible for protecting reference markers, property line markers, monuments and engineering stakes, and shall reset any such markers, monuments, or stakes damaged or obliterated by the construction crews under this authority, at his own expense, and shall reset same to the satisfaction of the Engineer.

## 12 OTHER CONTRACTS

12.1 The Owner reserves the right to let other contractors in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and where required, shall properly connect and coordinate his work with theirs.

## 13. <u>PERMITS AND LICENSES</u>

13.1 All permits and licenses of a temporary nature necessary for the prosecution of the work shall be secured and paid for by the Contractor.

## 14. CONTRACTOR'S SUPERVISORS AND REPRESENTATIVES

14.1 Provisions shall be made for all personnel and material to perform necessary administration, supervision, coordination, and field engineering required for the performance of the work peculiar to the Contract. Only competent and skilled supervision will be permitted at the job site throughout all phases of the project execution. Their supervisors shall be experienced in and familiar with, the particular type of work under their charge, and shall be fully capable of completely directing the work in accordance with the intent of the Plans and specifications. The Contractor shall also insure that qualified representatives are available at all times to answer questions or to otherwise represent the Contractor for the Engineer and Owner.

## 15. MATERIALS AND WORKMANSHIP

15.1 All equipment and materials to be provided shall be new and unused. Where materials or equipment are specified by a trade or brand name, it is not the Owner's intention to discriminate against an equal product of another manufacturer, but is intended to set a definite standard of quality or performance, and to establish an equal basis for the evaluation of bids. Where the words, "equivalent", "proper", "approved equal", or "equal to" are used, they shall be understood to mean the item referred to shall be proper, the equivalent of, or equal to the desired type rather than brand in the opinion or judgement of the Engineer. Notwithstanding that the words "or equal to" or other such expressions may be used in the Specifications in connection with a material, manufactured article or process specifically designated shall be used, unless a substitute shall be approved in writing by the Engineer. The Engineer shall have the right to require the use of such specifically designated material, article or process, if in his opinion it is to the Owner's best interest.

## 16. STORAGE OF MATERIALS

16.1 Suitable water-tight storage facilities, of ample sizes with floors raised above the ground, shall be provided for all types of materials that are liable to damage caused from exposure to the weather. Other materials shall be stored on blocks or platforms above the ground. Materials shall be so placed as to permit easy access for the proper inspection and identification. Any material which is deteriorated, damaged or otherwise unsatisfactory for use, shall be removed from the site of work. Upon completion of all work and when directed, the storage facilities shall be removed from the site.

## 17. PROTECTION OF FACILITIES

17.1 Pipelines and other existing underground installations and structures in the vicinity of the work are indicated on the drawings according to the best information available to the Engineer. The Owner or the Engineer does not guarantee the accuracy of such information. Every effort shall be made to locate all underground pipelines, conduits, and structures by contracting owners of underground utilities, and by prospecting in advance of all trench excavation. Any existing utilities that are damaged directly or indirectly by the Contractor shall be repaired at the expense of the Contractor.

17.2 Any delay or extra cost to the contractor caused by pipelines, or other underground structures, or obstructions not shown on the drawings, or found in locations different from that indicated, shall not constitute a claim for extra work, additional payment, or damages.

## 18. CONSTRUCTION SCHEDULE

18.1 All bidders shall include with their proposal a preliminary construction schedule for the Contract. Within fifteen (15) days after award of contract, the successful Contractor shall submit to the Owner a completely detailed construction schedule.

## 19. PERIODAL AND FINAL CLEAN-UP

19.1 When necessary, and at least once a month, the premises shall be cleaned of all rubbish and waste material, regardless as to whether the accumulation is caused by his employees, subcontractors, or by the work. Clean-up shall be subject to approval by the Inspector. If the premises are not cleaned up within twenty-four (24) hours after the clean-up is directed by the Inspector, the Owner does hereby reserve the right to clean the premises and withhold the expenditure from payments due the Contractor.

19.2 Upon completion of project construction, and prior to final payment, as directed by the Inspector and at no added cost to the Owner, all tools, equipment, surplus materials, debris and rubbish shall be removed from the site of work and the surrounding premises. All properties (including work areas, and access roads) shall be restored to their original condition.

## 20. MEASUREMENT AND PAYMENT

20.1 The contractor shall furnish the Engineer and the Owner a breakdown of major classes of work and materials as an aid in determining the amount of monthly pay estimates. This breakdown shall be submitted thirty (30) days after work has commenced and on the first day of each month thereafter, for all work performed and materials supplied, for the Engineer's approval and payment, until the project is completed and final acceptance is made. The Owner shall be responsible for all authorized charges and payments made in connection with the provisions of the Contract Documents of Proposal.

## 21. PAYMENT – RETAINAGE

21.1 The Owner shall pay the Contractor, on or before the 30<sup>th</sup> day of the current month, the total amount of the approved statement, less 10% retainage, which shall be retained until final payment, and further less all previous payments and all further sums that may be retained by the Owner under the terms of this Agreement. If the total Contract Price at time of contract execution is Four Hundred Thousand Dollars (\$400,000.00), or more, if approved by the City Engineer, retainage can be reduced to five percent (5%). A Contract that exceeds \$400,000.00 and 10% retainage is with-held, interest earned on the 5% extra retainage will be due to the Prime Contract upon completion of the contract.

## 22. AVAILABILITY OF UTILITIES

22.1 The Contractor shall pay all expenses for the necessary utilities connected with the construction of this project.

## 23. EXAMINATION OF SITE

23.1 It shall be the responsibility of the Contractor to make his own survey of the site of the work and to familiarize himself with all characteristics and conditions existing throughout the full extent of the work. No claim for extra compensation will be approved that is based on the fact that the Contractor failed to estimate the amount of labor and materials required to complete the project in accordance with the Plans and Specifications.

## 24. ASSIGNMENT AND SUBLETTING

24.1 The contractor shall perform with his own organization and with the assistance of workmen under his immediate superintendence, work of a value not less than 50 percent of the value of all work embraced in the contract exclusive of items not commonly found in contracts for similar work, or which require highly specialized knowledge, craftsmanship and/or equipment not ordinarily available in the organizations of Contractors performing work of the character embraced in the contract. Written consent to sublet, assign or otherwise dispose of any portion of the contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract.

## 25. LABOR CLASSIFICATION AND MINIMUM WAGE SCALE

25.1 Wage Scale: Article 5159-a of the revised Civil statues of Texas, passed by the 43<sup>rd</sup> Legislature Acts of 1993, Page 91, Chapter 45, provides that any government subdivision shall ascertain the general prevailing rate of per diem wages in the locality in which the work is to be performed for each craft or type of workman or mechanic and shall specify in the call for bids and in the contract the prevailing rate of per diem wages which shall be paid for each craft type of workman. This article further provides that the Contract shall forfeit, as penalty, to the City, County, or State, or other political subdivision, Ten Dollars (\$10.00) per day for each laborer, workman, or mechanic who is not paid the stipulated wage for the type of work performed by him as set up in the wage scale. The OWNER is authorized to withhold from the Contractor the amount of this penalty in any payment that might be claimed by the Contractor or subcontractor, The Act makes the Contractor responsible for the acts of the subcontractor in this respect.

The article, likewise, required that the Contractor and subcontractor keep an accurate record of the names and occupations of all persons employed by him and show the actual per diem wages paid to each worker and these records are open to the inspection of the OWNER.

The attached wage rate "GENERAL DECISION: TX140042 01/03/2014 TX42" is hereby made part of the contract.

General Decision Number: TX1400	)42 01/03/2014	TX42
Superseded General Decision Num	nber: TX2013004	2
State: Texas		
Construction Type: Heavy		
County: Harris County in Texas.		
HEAVY CONSTRUCTION PROJECTS Ind (Does Not Include Flood Contro)	cluding Water a 1).	nd Sewer Lines
Modification Number Publica 0 01/03/2		
* SFTX0669-001 07/01/2013		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers)	\$ 26.36	16.62
SUTX2005-019 08/16/2005		
	Rates	Fringes
	\$ 14.04	0.00
CARPENTER		
CARPENTER CEMENT MASON/CONCRETE FINISHER		0.00
	\$ 12.50	
CEMENT MASON/CONCRETE FINISHER ELECTRICIAN	\$ 12.50 \$ 17.00	1.17
CEMENT MASON/CONCRETE FINISHER	\$ 12.50 \$ 17.00 \$ 13.84	1.17 0.04
CEMENT MASON/CONCRETE FINISHER ELECTRICIAN Formbuilder/Formsetter IRONWORKER, REINFORCING Laborers:	\$ 12.50 \$ 17.00 \$ 13.84 \$ 11.28	1.17 0.04 1.17 0.00
CEMENT MASON/CONCRETE FINISHER ELECTRICIAN Formbuilder/Formsetter IRONWORKER, REINFORCING Laborers:	\$ 12.50 \$ 17.00 \$ 13.84 \$ 11.28 \$ 8.94	1.17 0.04 1.17 0.00 0.00
CEMENT MASON/CONCRETE FINISHER ELECTRICIAN Formbuilder/Formsetter IRONWORKER, REINFORCING Laborers: Common Landscape	\$ 12.50 \$ 17.00 \$ 13.84 \$ 11.28 \$ 8.94 \$ 7.35	1.17 0.04 1.17 0.00 0.00 0.00
CEMENT MASON/CONCRETE FINISHER ELECTRICIAN Formbuilder/Formsetter IRONWORKER, REINFORCING Laborers: Common Landscape Mason Tender Cement	\$ 12.50 \$ 17.00 \$ 13.84 \$ 11.28 \$ 8.94 \$ 7.35 \$ 9.94	1.17 0.04 1.17 0.00 0.00 0.00 0.00
CEMENT MASON/CONCRETE FINISHER ELECTRICIAN Formbuilder/Formsetter IRONWORKER, REINFORCING Laborers: Common Landscape	\$ 12.50 \$ 17.00 \$ 13.84 \$ 11.28 \$ 8.94 \$ 7.35 \$ 9.94	1.17 0.04 1.17 0.00 0.00 0.00
CEMENT MASON/CONCRETE FINISHER ELECTRICIAN Formbuilder/Formsetter IRONWORKER, REINFORCING Laborers: Common Landscape Mason Tender Cement	\$ 12.50 \$ 17.00 \$ 13.84 \$ 11.28 \$ 8.94 \$ 7.35 \$ 9.94 \$ 10.14	1.17 0.04 1.17 0.00 0.00 0.00 0.00
CEMENT MASON/CONCRETE FINISHER ELECTRICIAN Formbuilder/Formsetter IRONWORKER, REINFORCING Laborers: Common Landscape Mason Tender Cement Pipelayer PIPEFITTER POWER EQUIPMENT OPERATOR:	\$ 12.50 \$ 17.00 \$ 13.84 \$ 11.28 \$ 11.28 \$ 9.94 \$ 10.14 \$ 17.00	1.17 0.04 1.17 0.00 0.00 0.00 0.00 0.00 0.00 0.00
CEMENT MASON/CONCRETE FINISHER ELECTRICIAN Formbuilder/Formsetter IRONWORKER, REINFORCING Laborers: Common Landscape Mason Tender Cement Pipelayer PIPEFITTER POWER EQUIPMENT OPERATOR: Backhoe	\$ 12.50 \$ 17.00 \$ 13.84 \$ 11.28 \$ 11.28 \$ 8.94 \$ 7.35 \$ 9.94 \$ 10.14 \$ 17.00	1.17 0.04 1.17 0.00 0.00 0.00 0.00 0.00 0.00 0.00
CEMENT MASON/CONCRETE FINISHER ELECTRICIAN Formbuilder/Formsetter IRONWORKER, REINFORCING Laborers: Common Landscape Mason Tender Cement Pipelayer PIPEFITTER POWER EQUIPMENT OPERATOR: Backhoe Bulldozer	\$ 12.50 \$ 17.00 \$ 13.84 \$ 11.28 \$ 11.28 \$ 9.94 \$ 10.14 \$ 17.00 \$ 13.47 \$ 12.58	1.17 0.04 1.17 0.00 0.00 0.00 0.00 0.00 0.00 0.04 0.00 0.00
CEMENT MASON/CONCRETE FINISHER ELECTRICIAN Formbuilder/Formsetter IRONWORKER, REINFORCING Laborers: Common Landscape Mason Tender Cement Pipelayer PIPEFITTER POWER EQUIPMENT OPERATOR: Backhoe Bulldozer	\$ 12.50 \$ 17.00 \$ 13.84 \$ 11.28 \$ 11.28 \$ 9.94 \$ 10.14 \$ 17.00 \$ 13.47 \$ 12.58 \$ 15.33	$ \begin{array}{c} 1.17\\ 0.04\\ 1.17\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.04\\ 0.00\\ 0.00\\ 0.57\\ \end{array} $
CEMENT MASON/CONCRETE FINISHER ELECTRICIAN Formbuilder/Formsetter IRONWORKER, REINFORCING Laborers: Common Landscape Mason Tender Cement Pipelayer PIPEFITTER POWER EQUIPMENT OPERATOR: Backhoe Bulldozer Crane	\$ 12.50 \$ 17.00 \$ 13.84 \$ 11.28 \$ 11.28 \$ 7.35 \$ 9.94 \$ 10.14 \$ 17.00 \$ 13.47 \$ 12.58 \$ 15.33 \$ 16.37	1.17 0.04 1.17 0.00 0.00 0.00 0.00 0.00 0.00 0.04 0.00 0.00
CEMENT MASON/CONCRETE FINISHER ELECTRICIAN Formbuilder/Formsetter IRONWORKER, REINFORCING Laborers: Common Landscape Mason Tender Cement Pipelayer PIPEFITTER POWER EQUIPMENT OPERATOR: Backhoe Bulldozer Crane Front End Loader	\$ 12.50 \$ 17.00 \$ 13.84 \$ 11.28 \$ 11.28 \$ 7.35 \$ 9.94 \$ 10.14 \$ 17.00 \$ 17.00 \$ 13.47 \$ 12.58 \$ 15.33 \$ 16.37 \$ 12.16	$ \begin{array}{c} 1.17\\ 0.04\\ 1.17\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.00\\ 0.04\\ 0.00\\ 0.00\\ 0.57\\ 0.00\\ 0.00 \end{array} $
CEMENT MASON/CONCRETE FINISHER ELECTRICIAN Formbuilder/Formsetter IRONWORKER, REINFORCING Laborers: Common Landscape Mason Tender Cement Pipelayer PIPEFITTER POWER EQUIPMENT OPERATOR: Backhoe Bulldozer Crane	\$ 12.50 \$ 17.00 \$ 13.84 \$ 11.28 \$ 11.28 \$ 7.35 \$ 9.94 \$ 10.14 \$ 17.00 \$ 17.00 \$ 13.47 \$ 12.58 \$ 15.33 \$ 16.37 \$ 12.16 \$ 12.20	1.17 $0.04$ $1.17$ $0.00$ $0.00$ $0.00$ $0.00$ $0.00$ $0.00$ $0.04$ $0.00$ $0.00$ $0.00$ $0.00$ $0.57$ $0.00$ $0.00$ $0.00$

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

#### Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable , i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

#### Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

The attached wage rate "GENERAL DECISION: TX140056 01/03/2014 TX56" is hereby made part of the contract.

General Decision Number: TX140056 01/03/2014 TX56

Superseded General Decision Number: TX20130056

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston, Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number Publication Date 0 01/03/2014

\* SUTX2011-013 08/10/2011

Rates Fringes

CEMENT MASON/CONCRETE FINISHER (Paving and Structures).....\$ 12.98 ELECTRICIAN.....\$ 27.11

FORM	BUILDER/FORM SETTER Paving & Curb\$ Structures\$	12.34 12.23
LABOI	3 E B	
	Asphalt Raker\$	$   \begin{array}{r}     10.33 \\     11.02 \\     11.73 \\     12.12   \end{array} $
PAIN	TER (Structures)\$	18.62
	R EQUIPMENT OPERATOR: Asphalt Distributor\$ Asphalt Paving Machine\$ Broom or Sweeper\$ Concrete Pavement Finishing Machine\$ Concrete Paving, Curing, Float, Texturing Machine\$ Concrete Saw\$ Crane, Hydraulic 80 Tons or less\$ Crane, Lattice boom 80 tons or less\$ Crane, Lattice boom over 80 Tons\$ Crawler Tractor\$ Excavator, 50,000 pounds or less\$ Excavator, Over 50,000 pounds\$ Foundation Drill, Crawler Mounted\$	14.06 14.32 12.68 13.07 11.71 13.99 13.86 14.97 15.80 13.68 12.71 14.53 17.43
	Mounted\$ Front End Loader 3 CY or Less\$ Front End Loader, Over 3 CY.\$ Loader/Backhoe\$ Mechanic\$ Mechanic\$ Motor Grader, Fine Grade\$ Motor Grader, Fine Grade\$ Motor Grader, Rough\$ Off Road Hauler\$ Pavement Marking Machine\$ Piledriver\$ Roller, Asphalt\$ Roller, Other\$ Scraper\$ Spreader Box\$	$13.32 \\ 13.17 \\ 14.29 \\ 16.96 \\ 13.53 \\ 15.69 \\ 14.23 \\ 14.60 \\ 11.18 \\ 14.95 \\ 11.95 \\ 11.95 \\ 11.57 \\ 13.47 \\ 13.58 $
Ser	vicer\$	13,97

Steel Worker Reinforcing Steel.....\$ 15.15 Structural Steel Welder....\$ 12.85 Structural Steel.....\$ 14.39 TRUCK DRIVER Low Boy Float.....\$ 16.03 Single Axle.....\$ 11.46 Single or Tandem Axle Dump..\$ 11.48 Tandem Axle Tractor w/Semi Trailer.....\$ 12.27

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually

each January.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

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On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

# STATEMENT OF BIDDERS QUALIFICATIONS

Submitted to City of Deer Park

By_	(Contractor)
The s	ignatory of this questionnaire guarantees the truth and accuracy of all statements and of all ers to interrogatories hereinafter made.
1.	How many years has your organization been in business as a general contractor under your present business name?
2.	How many years experience in this type of construction work has your organization had:
	(a) as a general contractor?
	(b) as a sub-contractor?
3.	What are some of the similar projects your firm has completed? (list: a) contract amount b class of work c) date completed d) name, address and phone number of Owner)
4.	Have you ever failed to complete any work awarded to you?
	If so, where and why?

Ir	what manner have you inspected this proposed work? Explain in detail.
	Explain your plan or layout for performing the proposed work, by separate sketches lecessary.
-	
	The work, if awarded to you, will have the personal supervision of whom?
	(a) For administrative management?
(	(b) For resident construction superintendence?
	(c) What experience has your superintendent had in the type work proposed?
	What portions of the work do you intend to sublet and to whom?

5	ervice f) present location)
-	
- ] ]	Have you received firm offers for all major items of equipment within prices used in preparing your proposal?
-	
-	
	List the construction projects your organization has under way on this date: [indicat contract amount b) class of work c) percent completed d) name and address of ow contracting officer]
	contract amount b) class of work c) percent completed u) name and address of on
	contract amount b) class of work c) percent completed u) name and address of on
	contract amount b) class of work c) percent completed u) name and address of on
	contract amount b) class of work c) percent completed u) name and address of on
	contract amount b) class of work c) percent completed u) name and address of on
	contract amount b) class of work c) percent completed u) name and address of on
	contract amount b) class of work c) percent completed u) name and address of on

# CONFLICT OF INTEREST QUESTIONNAIRE

In accordance with H.B. 914 the City of Deer Park is required to file the enclosed form (CIQ), Conflict of Interest Questionnaire with the City Secretary's office with any vendor that the City will contract with for purchases and services of any kind.

In order to comply with this State Requirement the City is requesting that your company as a potential contracted vendor with the City of Deer Park complete this form and submit it with your bid documents. This form will be considered part of the bid package. Failure to complete and submit this form with your bid could delay the award of your bid should you meet all other requirements.

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.	OFFICE USE ONLY
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).	Date Received
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.	
1 Name of vendor who has a business relationship with local governmental entity.	
2 Check this box if you are filing an update to a previously filed questionnaire. (The law re completed questionnaire with the appropriate filing authority not later than the 7th busines you became aware that the originally filed questionnaire was incomplete or inaccurate.	ss day alter the date on which
3 Name of local government officer about whom the information is being disclosed.	
Name of Officer	
<ul> <li>Describe each employment or other business relationship with the local government of other business relationship with the local government officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with Complete subparts A and B for each employment or business relationship described. Attain CIQ as necessary.</li> <li>A. Is the local government officer or a family member of the officer receiving or other than investment income, from the vendor?</li> <li>Yes</li> <li>No</li> <li>B. Is the vendor receiving or likely to receive taxable income, other than investment officer or a family member of the officer AND the taxable local government and the vendor?</li> </ul>	likely to receive taxable income, nt income, from or at the direction
<ul> <li>Describe each employment or business relationship that the vendor named in Section 1 other business entity with respect to which the local government officer serves as an ownership interest of one percent or more.</li> </ul>	maintains with a corporation or officer or director, or holds an
6 Check this box if the vendor has given the local government officer or a family membras described in Section 176.003(a)(2)(B), excluding gifts described in Section 176	er of the officer one or more gifts 5.003(a-1).
7	
Signature of vendor doing business with the governmental entity	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

 $(\tilde{i})$  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.

# PART 2

# 1.0 Introduction

The City of Deer Park wishes to restore native wetland vegetation associated with an approximately 17acre wetland located immediately east of East Boulevard between East Thirteenth Street and East X Street. This wetland is unique in that it is a historical swale and was placed under a restrictive easement as part of the mitigation required for the construction of East Boulevard. As such it requires special consideration for the restoration of vegetation.

The sections below describe existing conditions and requirements for restoring the vegetation of the wetland.

# 2.0 Existing Conditions

Existing vegetation within the wetland is typified by the presence of Chinese tallow trees (*Triadica sebifera*) with scattered native tree species including green ash (*Fraxinus pennsylvanica*), red maple (*Acer rubrum*), and laurel oak (*Quercus laurifolia*). The dominant tree species within the wetland (Chinese tallow) are primarily smaller individuals with diameter breast height (dbh) of roughly 2-5 inches with varying spacing (approximately 3-15 feet between centers); however, some larger individuals were present. Additionally, the dominant shrub species in the wetland is buttonbush (*Cephalanthus occidentalis*). Along the margins of the wetland, the non-native Cherokee rose (*Rosa laevigata*), yaupon (*llex vomitoria*), and blackberries (*Rubus* sp.) create relatively dense understory. Herbaceous vegetation within the wetland is quite dense and includes a number of obligate and facultative wetland species, including members of *Typha*, *Carex*, *Eleocharis*, and *Cyperus* genera. Total areal cover within the wetland was estimated to be >85%.

# 3.0 Vegetation Clearing Effort

With the goal of replacing non-native trees within the wetland with native species, the City of Deer Park will require the control of non-native tree species as a first step. Clearing efforts will be directed primarily at eliminating reproductive age Chinese tallow within the wetland and surrounding buffer. Doing so will require the strict use of hand clearing tools (e.g., chainsaw, hand saws, machete) to prevent the need for U.S. Army Corps of Engineers (USACE) permitting. No vehicular machinery can be used to remove vegetation. Therefore, all clearing efforts must be based on methods that do not constitute fill by the USACE Galveston District. Clearing must be carried out with the techniques described in Sections 3.1 through 3.3.

## 3.1 Girdle Treatment Method

Girdling is the preferred method to treat all Chinese tallow trees that are greater than 3 inches diameter at breast height (dbh). This method requires to exposing no less than a three-inch section of the tree's cambium within the lowest 24 inches of the trunk and immediately spraying the exposed cambium with herbicide (e.g., triclopyr, glyphosate, or similar) to speed the death of the tree. Although girdling may be performed at any time of the year, optimal mortality is generally achieved when herbicides can be applied during the growing season (May-August).

Treated trees will be left standing and allowed to decay as they stand. Although the density of trees in this age class ranges across the site, the bidder should expect to have to traverse the entire property. The

City of Deer Park requires that no greater than 1% of the trees in this size class will survive more than 12 months after treatment.

# 3.2 Stump Spray Treatment Method

Stump spray treatment is the preferred method to treat Chinese tallow trees and saplings that are less than 2 inches dbh. This method involves manually cutting the stems of the trees using hand tools (e.g., loppers, machete, or similar) and immediately spraying the exposed stump with herbicide (e.g., triclopyr, glyphosate, or similar) to speed the death of the tree. Stumps should be cut to within 6 inches of the ground or water level to ensure that resprouting does not occur. Felling and stump treatment may be performed any time of year, although optimal mortality is generally achieved when herbicides can be applied during growing season (May-August).

Felled material should be manually removed by contractor. Although the density of trees in this age class ranges across the site, this tree class is found throughout the tract. The City of Deer Park requires that no greater than 10% of the trees in this size class will survive more than 12 months after treatment.

# 3.3 Foliar Application Method

Treating of seedlings will be through the use of foliar herbicide application. This method entails applying herbicide (e.g., triclopyr, glyphosate, or similar) directly to the leaves of target plants using a hand-held sprayer or similar means. This method will only be used on Chinese tallow seedlings for which the entire foliar crown can be treated. If the entire crown cannot be treated, the stump spray method will be used. Foliar application must be performed during the peak of the growing season (between the months of May and August) to maximize uptake of the herbicides and thereby optimize mortality rate.

Seedlings treated by foliar application will be left standing and allowed to decay. This age class is found throughout the site. The City of Deer Park requires that no more than 10% of the seedlings will be found alive by the end of the treatment year. Although not specifically required, the City of Deer Park recommends the use of herbicide surfactants to ensure that herbicide application is successful.

# 3.4 Additional Recommendations

Existing native trees will be incorporated into the final stem density of woody vegetation; therefore, surveying and visibly marking native tree species with flagging ribbon will be required before clearing to prevent their removal.

The herbaceous and shrub strata of the wetland areas are relatively high functioning and have high cover in portions of the wetland. Assuming the contractor does not significantly clear these strata, they should re-establish effectively following completion of planting efforts. Trimming or locally clearing shrub vegetation may be performed by the contractor at their discretion; however, shrubs such as buttonbush will not be considered in determining the efficacy of tree planting efforts survival.

# 4.0 Vegetation Planting Effort

Woody vegetation will be restored throughout the site using sapling tree species representative of Gulf Coastal Plain bottomlands. As stated previously, mechanical planting techniques are impermissible without a USACE permit; therefore, all trees must be planted using manual techniques. Sections 4.1 through 4.3 provide further information on the City of Deer Park's requirements for the planting areas.

# 4.1 Planting Zones and Stem Spacing

Minimum stem densities and appropriate species diversities are required to reach acceptable performance standards set forth by the USACE for the restoration of forested wetland areas. There are four general planting zones within the wetland:

- 1) Open water approximately 0.25 acre with approximately 150 yards of perimeter
- Saturated wetland approximately 2.2 acres with approximately 500 yards of perimeter
- Seasonally saturated wetland approximately 7.2 acres with approximately 1,000 yards of
- perimeter
  Wetland fringe remainder of the wetland (approximately 8.1 acres) and the upland buffer, as described by the conservation easement boundaries

Open water areas will not require planting efforts; however, all other zones will require at least some tree planting. See Table 1 for a description revegetation requirements. The seasonally saturated and fringe areas will be planted on approximately 10-foot centers (approximately 436 stems per acre) whereas the saturated wetland will be planted on approximately 12-foot centers (approximately 303 stems per acre).

Approximate Acreage	Planting Density (Stems/Acre)	Distance to Center	Approximate Individuals Needed	
22	303	12	672	
	436	10	3,150	
	436	10	3,555	
17.5			7,377	
	Acreage 2.2 7.2 8.1	Approximate         Future           Acreage         (Stems/Acre)           2.2         303           7.2         436           8.1         436	Approximate         Franking         Center           2.2         303         12           7.2         436         10           8.1         436         10	

Table 1. Densities and quantities of individuals required per planting zone within the Deer Park Wetland Restoration site.

Where present, existing native trees should be kept intact and can be considered in the total stem count. However, due to the paucity of native tree species throughout the site, the City of Deer Park does not recommend the contract assume these are present. Non-desirable species (i.e., black willow [*Salix nigra*], sycamore [*Platanus occidentalis*], and cottonwood [*Populus deltoids*]) may not be included in the stem count for the property.

# 4.2 Species Selection and Diversity

To ensure survival of the trees, the City of Deer Park will require that trees planted in each zone comply with the planting zones in Table 2. This species list is derived from the 2016 Deer Park Restoration Plan and those species that are characteristically associated with bottomland habitats of the Western Gulf Coastal Plain ecoregion. Although the contractor may suggest additional species, the approval of alternative species must be approved by the City of Deer Park. Plant stock must be selected from sources in the Western Gulf Coastal Plains to ensure that local genotypes are planted and long-term survival is optimum. Non-native species as well as black willow, sycamore, and cottonwood trees are considered undesirable and must not be planted in any circumstance.

				O	
Common Name	Species Name	Wetland Indicator Status	Saturated Wetland	Seasonally Saturated Wetland	Wetland Fringe
Red maple	Acer rubrum	FAC			395
Water hickory	Carya aquatica	OBL	112		
Sugarberry	Cellis laevigata	FACW		450	395
Carolina ash	Fraxinus caroliniana	OBL	112		
Green ash	Fraxinus pennsylvanica	FACW	112	450	
Sweetgum	Liquidambar styraciflua	FAC			395
Water tupelo	Nyssa aquatica	OBL	112		
Black tupelo	Nyssa sylvatica	FAC		450	395
Red bay	Persea borbonia	FACW		450	395
Overcup oak	Quercus lyrata	OBL	112		
Water oak	Quercus nigra	FAC			395
Willow oak	Quercus phellos	FACW		450	395
Texas red oak	Quercus texana	FACW		450	
Bald cypress	Taxodium distichum	OBL	112	450	
American elm	Ulmus americana	FAC			395
Cedar elm	Ulmus crassifolia	FAC			395

Table 2. Number of individuals to be planted for the Deer Park Wetland restoration site.

A minimum of 4 species should be selected per zone to attain acceptable diversity. Each chosen species should be planted in large enough quantities and interspersed such that each species represents at least 10% of the total stem composition per acre.

#### 4.3 Planting Procedures

The City of Deer Park does not dictate the timing of planting; however, contractors should bid on planting 1-gallon rooted stock. The contractor is encouraged to review the survival requirements in Section 5 to ensure that the plant stock are successful.

Tree tubes must be installed around newly planted seedlings that are 3 feet or less in height. Tree tubes must be staked and the bottom imbedded into the soil for stabilization. Planted trees must be visibly marked to allow survival to be determined and prevent accidental death during future Chinese tallow control activities.

# 5.0 Post-Effort Survival

Approximately 90 days following planting, the City of Deer Park will require a survival survey documenting no less than 90% survival of the planted stems. If this standard is not met, the contractor must replant areas at their own expense and demonstrate that these plantings are successful (at least 90% survival) within 30 days of any replanting.

Annual surveys of the property will be carried out annually for the five years following planting. Based on these surveys, the City of Deer Park requires the following:

- 1) Year 1 no less than 80% survival of all planted stems throughout the site, of which at least 4 or more tree species represent 15% or more of the stems in the wetland; no more than 1% of the mature trees in the wetland are Chinese tallow.
- Year 2 no less than 70% survival of all planted stems throughout the site, of which at least 4 or more tree species represent 15% or more of the stems in the wetland.
- 3) Year 3 and 5 no less than 60% survival of all planted stems throughout the site, of which at least 4 or more tree species represent 15% or more of the stems in the wetland.

The City of Deer Park reserves the right to require replanting of all or portions of the wetland areas if the survey requirements are not met. The City of Deer Park will manage on-going Chinese tallow control activities.

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# City of Deer Park

# Legislation Details (With Text)

File #:	MIN 19-006	Version:	1	Name:		
Туре:	Minutes			Status:	Agenda Ready	
File created:	12/27/2018			In control:	City Council	
On agenda:	1/15/2019			Final action:		
Title:	Approval of n	ninutes of work	sho	op meeting on Ja	anuary 8, 2019.	
Sponsors:						
Indexes:						
Code sections:						
Attachments:	<u>CC_MW_010</u>	<u>)819</u>				
Date	Ver. Action B	ý		Ac	tion	Result
1/15/2019	1 City Co	uncil				
_	_					

Approval of minutes of workshop meeting on January 8, 2019.

Summary:

Fiscal/Budgetary Impact:

None

Approval

#### CITY OF DEER PARK

#### 710 EAST SAN AUGUSTINE STREET

#### DEER PARK, TEXAS 77536

#### Minutes

of

A WORKSHOP MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD AT CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON JANUARY 08, 2019, BEGINNING AT 6:15 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

> JERRY MOUTON, JR. SHERRY GARRISON THANE HARRISON TOMMY GINN BILL PATTERSON RON MARTIN RAE SINOR

MAYOR COUNCILWOMAN COUNCILMAN COUNCILMAN COUNCILMAN COUNCILMAN

OTHER CITY OFFICIALS PRESENT:

JAY STOKES GARY JACKSON SHANNON BENNETT JIM FOX CITY MANAGER ASSISTANT CITY MANAGER CITY SECRETARY CITY ATTORNEY

- 1. <u>MEETING CALLED TO ORDER</u> Mayor Mouton called the workshop to order at 6:15 p.m.
- 2. <u>EXECUTIVE SESSION- CONSULTATION WITH CITY ATTORNEY PENDING/</u> <u>CONTEMPLATING LITIGATION</u> – Mayor Mouton recessed the workshop meeting at 6:15 p.m. for an Executive Session.
- 3. <u>RECONVENED</u> Mayor Mouton reconvened the workshop meeting at 6:48 p.m.
- 4. <u>DISCUSSION OF ISSUES RELATING TO THE SEEKING OF FISCAL YEAR 2020</u> <u>STEP COMPREHENSIVE TRAFFIC ENFORCEMENT GRANT</u>– Police Chief, Gregg Grigg gave an overview of the Police Department seeking STEP Comprehensive Traffic Enforcement funding from the Texas Department of Transportation. For 2020, the Department is requesting a grant of \$40,949.74. The City of Deer Park will contribute a total of \$18,989.04 toward in-kind match, which equals 31.68% toward the grant. The combination of these funds will be used to pay the overtime salary cost of having Police Officers increase traffic patrol in areas of Deer Park known for a history of excessive speeding. (Exhibit A1)

5. <u>DISCUSSION OF ISSUES RELATING TO THE SEEKING OF FISCAL YEAR 2020</u> <u>STEP COMMERCIAL VEHICLE TRAFFIC ENFORCEMENT GRANT</u> – Police Chief, Gregg Grigg gave an overview of the Police Department seeking a STEP Commercial Vehicle Traffic Enforcement funding from the Texas Department of Transportation. For 2020, the Department is requesting a grant of \$11,948.20. The City of Deer Park will contribute a total of \$3,200.40 towards in-kind match. The combination of these funds will be used to pay the overtime salary cost of having Police Officers increase commercial vehicle traffic enforcement in areas of Deer Park due to the lack of enforcement from the construction of Beltway 8 Bridge. (Exhibit B1)

Mayor Mouton asked, "Is there talk about creating a specific task force just for that or in conjunction with everything else?"

Chief Grigg responded, "We have looked at creating this enforcement capacity for at least 6-7 years. We had found out there would need to be two officers to go to training and would need to be fully dedicated to it. In the past, Pasadena has been right here by us and we didn't have the issues we have today. I didn't want to tie up officers full time in a specialty unit and make the expenditures. With all the increased traffic and the lack of enforcement there now, we are looking at it again to see if it is feasible to set up, if there are enough violations in that area, if we can we staff it and if so, how much will it cost?"

Councilwoman Sinor asked, "What kind of issues have increased?"

Chief Grigg responded, "I know 13<sup>th</sup> Street has had some repairs on at least two occasions where heavy trucks come in. That street is not made for commercial trucks, but they have that tile company there, so the trucks come in and bust our streets. It is expensive to repair. There really isn't a good way to get them in there, which is a bit of a problem too."

City Manager, Jay Stokes commented, "Texas Department of Transportation just fixed the Battleground area on their side of it. That is four repairs that I can think of."

6. DISCUSSION OF ISSUES RELATING TO GENERAL CONDITIONS, EXTENDED DAYS, PROJECT COST AND AN EXTENDED CANOPY FOR THE MAXWELL ADULT CENTER – Parks and Recreation Director, Charlie Sandberg gave a brief summary of the changes to the project that includes requesting funds to be used from the unencumbered balance for the Maxwell Adult Center Project to be used to pay for the extended days and a canopy extension. The utilization from the Contingency Funds in the amount of \$11,186.27 and the utilization of unencumbered funds in the amount of \$26,813.73 will be used to cover the cost for the extended days needed. The additional item is due to the concerns of the awning on the exterior of the building not covering the areas where the sidewalk is cut for wheelchairs and/or walkers. This may cause patrons to get wet if and when it rains. A request for a budget amendment in the amount of \$33,800.00 to cover the cost of that project.

Mr. Sandberg commented, "This was something the Seniors requested for us to look into and we felt that request had some substance to it."

Councilwoman Garrison asked, "How far will the canopy be extended and will it be even with the actual concrete before it meets the driveway?"

Mr. Sandberg responded, "Yes, it will cover it all the way to the curb."

Councilman Patterson asked, "That will cost \$33,000?"

Mr. Sandberg responded, "Yes."

# <u>DISCUSSION OF ISSUES RELATING TO POTENTIAL CHARTER AMENDMENTS</u> City Manager, Jay Stokes opened the discussion and commented, "If you remember this is part of the Strategic Plan that we worked on 5 years ago. Back in the late Summer and Fall. Staff spent a considerable amount of time looking at the Charter. We looked at

Fall, Staff spent a considerable amount of time looking at the Charter. We looked at different aspects of it that we thought would need to be worth bringing forth to Council to consider having the voters amend them. We kicked some ideas around over a course of a handful of special Directors' meetings just on this topic. In the end, we came up with 7. These were presented to Council at the meeting on November 6, 2018. We asked at that time, if there were any questions about anything, or if there is anything Staff did not recommend to change that any individual Councilmember wanted to consider for amending also, to let us know. In the time that has passed since then, I haven't had anyone approach me with anything new or questions about the changes that are proposed. Whatever we choose, the path forward, if it's going to be on the ballot for a Special Election in May 2019, during the same time as the City's General Election for Mayor, and Positions 1, 2, 3, you will need to take action by mid-February. Specifically, unless there is a special meeting, you can take action by the next Council meeting on February 5, 2019. What we are looking for are your thoughts about having these 7 items on the ballot and then we can decide what to do on February 5, 2019."

City Secretary, Shannon Bennett, gave a overview on the procedure when amending the Charter and also presented Council with Staff's recommended amendments to the Charter that includes proposed Proposition A (amend the Purchase Procedure), proposed Proposition B (remove the Arbitration Committee), proposed Proposition C (ability to remove an officer or employee other than as prescribed in this charter for the City Manager, Municipal Judge, Alternate Judges and City Attorney), proposed Proposition D (to give signatory rights or powers to the Assistant City Manager and Mayor Pro-Tem), proposed Proposition E (amend language related to the Police Department) proposed Proposition F (amend language related to the development of property not limited to water/sewer but to broaden any public infrastructure) and proposed Proposition G (eliminate the requirement of three readings of ordinances).

Councilwoman Garrison asked, "When it comes to the Personnel Manual amendment, how will that be written and by whom will it be written? Will Council be able to see that?"

Mr. Stokes responded, "Staff will write that and bring it to Council."

Mayor Mouton asked, "Council would vote to get that in the manual?"

Assistant City Manager, Gary Jackson commented, "Yes. It would be a resolution that would amend the existing personnel manual approved by Council."

Councilwoman Garrison commented, "I know you all worked very hard on this. This is something we need to do, no doubt about it."

Mr. Stokes commented, "We will prepare this for the February 5, 2019 agenda for Council to take action and also prepare literature for voters to know what the amendments are for."

8. <u>ADJOURN</u> – Mayor Mouton adjourned the workshop meeting at 7:06 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC City Secretary Jerry Mouton, Jr. Mayor



# City of Deer Park

# Legislation Details (With Text)

File #:	MIN 19-01	3 Versio	<b>n:</b> 1	Name:		
Туре:	Minutes			Status:	Agenda Ready	
File created:	1/3/2019			In control:	City Council	
On agenda:	1/15/2019			Final action:		
Title:	Approval c	of minutes of	regular	meeting on Janu	ary 8, 2019.	
Sponsors:						
Indexes:						
Code sections:						
Attachments:	CC_MR_0	10819				
Date	Ver. Actio	n By		Act	ion	Result
1/15/2019	1 City	Council				

Approval of minutes of regular meeting on January 8, 2019.

Summary:

Fiscal/Budgetary Impact:

None

Approval

# CITY OF DEER PARK

#### 710 EAST SAN AUGUSTINE STREET

#### DEER PARK, TEXAS 77536

#### Minutes of

THE 1724th REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS HELD IN CITY HALL, 710 EAST SAN AUGUSTINE STREET, DEER PARK, TEXAS ON JANUARY 08, 2019, AT 7:30 P.M., WITH THE FOLLOWING MEMBERS PRESENT:

JERRY MOUTON, JR. SHERRY GARRISON THANE HARRISON TOMMY GINN BILL PATTERSON RON MARTIN RAE SINOR

MAYOR COUNCILWOMAN COUNCILMAN COUNCILMAN COUNCILMAN COUNCILWOMAN

#### PLANNING AND ZONING COMMISSION MEMBERS PRESENT:

DON TIPPIT RAY BALUSEK DANIELLE WENDEBURG CHAIRMAN COMMISSIONER COMMISSIONER

OTHER CITY OFFICIALS PRESENT:

JAY STOKES GARY JACKSON SHANNON BENNETT JIM FOX CITY MANAGER ASSISTANT CITY MANAGER CITY SECRETARY CITY ATTORNEY

- 1. <u>MEETING CALLED TO ORDER</u> Mayor Mouton called the meeting to order at 7:30 p.m.
- 2. <u>INVOCATION</u> The invocation was given by Councilwoman Sinor.
- 3. <u>PLEDGE OF ALLEGIANCE</u> Councilman Ginn led the Pledge of Allegiance to the United States Flag and the Texas Flag.
- PRESENTATION/RECOGNITION OF LIFE SAVINGS AWARD Police Chief Grigg, recognized Officers Anthony Baggett and Jason Huff with a "Life Saving Award" from the Deer Park Police Department for their actions in saving the life of Halley Hulse on July 23, 2018.

Mayor Mouton commented, "I would be remiss if I didn't take the opportunity to recognize a scenario where most people consider a "thankless job". I always value when we have the opportunity to bring our officers in to recognize them when they do something like this. In a moment, you saved someone's life and made an impact. I, for one, as Mayor, want to thank you."

Chief Grigg also recognized Officers William Chaffin, Travis Potter and Miranda Ross with a "Life Saving Award" from the Deer Park Police Department for their actions in saving the life of Kenneth Lawton on August 30, 2018.

Mr. Lawton commented, "If you listened to channel ABC 13, they said I was actually dead for about 22 minutes. A lot of people have asked me "what did you see?" I tell them, I didn't see nothing. I can't write a book. For three days I didn't see nothing. The one thing God showed me is that he uses people. He used my wife as she was standing in the front yard screaming to God to "save him" and the officers who were there in minutes. The hospitals in Downtown, that in a matter of days had me up and running around. I have a new little defibulator now. I would also like to thank the Paramedics, the Fire Department and all who were there. My kids said, "Dad I could hardly get there because the streets were blocked." We have one of the best emergency response teams probably in the country right here. They do make a difference."

Mayor Mouton commented, "I wanted to make sure I include Council and myself in regards to thanking you for doing a great job. You are on the front line and there is proof right here that it is worth it. Don't ever think that we don't appreciate it. I know it is a big part of what you do and why we are here. I value being able to take the opportunity to say "thank you". I would encourage anyone, if you see an officer out in the Community, go out and thank them for doing a good job because they make a difference in people's lives and I appreciate that."

5. JOINT PUBLIC HEARING ON THE REQUEST OF DHIRU PATEL TO REZONE THE PROPERTY LOCATED AT 825 CENTER STREET FROM GENERAL COMMERCIAL (GC) TO MULTI-FAMILY 2 (MF 2) – The public hearing was opened by the City Secretary reading the Notice of Public Hearing. (Exhibit A)

Mayor Mouton opened the hearing on behalf of the City Council.

Chairman Tippit opened the hearing on behalf of the Planning and Zoning Commission.

Mayor Mouton called for those persons desiring to speak in favor of the request.

a. David Parker, consultant for Dhiru Patel commented, "I wanted to speak on this issue. What we are seeking to do is request the rezoning on a piece of property between 9<sup>th</sup> Street and Center Street. There are two pieces of one tract. Reserve A is zoned for Multi-Family 2, but Reserve B is zoned General Commercial. We want to rezone Reserve B to match Reserve A. What is planned is a road to cut through the property to give the least amount of traffic pressure on 9<sup>th</sup> Street. I wanted to speak a little bit of the developer behind this. He is a contributor to this community. He moved here in 1997. Has a Master's Degree in Mechanical Engineering and two patents with US Corporations. He opened the first hotel in Deer Park, which is the Best Western. Since it's operation, it has paid one million dollars in Hotel Occupancy Taxes. He also opened the Comfort Suites in 2003, which has also paid over one million dollars in Hotel Occupancy Taxes. Most recently, the Holiday Inn Express, which employs almost 20 people. Just to summarize, it is three hotels operating here with 189 rooms, which represents almost half of the Deer Park hotel market. It has collectively paid over 1.3 million dollars in property taxes and over 3 million dollars of hotel occupancy taxes. Probably the most important thing is that it has created jobs. There is also a lot of community involvement, Mr. Patel was the first one to recommend to the City of Deer Park to collect hotel occupancy taxes. He has given free use of meeting rooms to first responders, he has donated to various clubs and has given complimentary rooms to victims affected by Hurricane Katrina and victims of house fires. He is a contributing member of society. We ask that you grant the request to allow the rezoning of Reserve B and adopt the current zoning that applies to Reserve A."

Councilwoman Garrison asked, "This building, is not a normal hotel?"

Mr. Parker responded, "It's an apartment."

Councilwoman Garrison asked, "Would it be like the other hotels where they can pay by the week?"

Mr. Parker responded, "Sometimes they call it extended stay. It gives the freedom for guests to stay long or short term."

Mayor Mouton asked, "Can you rent by the night or by the month?"

Mr. Parker responded, "Yes, nightly, weekly, or monthly. Anticipation, would be to have rent out monthly."

Mayor Mouton commented, "In this region, you would cater to a lot of the industry workers that come here and work and need a place to stay."

Councilman Patterson asked, "Will each apartment have a kitchen?"

Mr. Parker responded, "Each apartment will have a kitchen."

Councilman Patterson asked, "Are they all one efficiency apartments?"

Mr. Parker responded, "Yes."

Councilman Patterson asked, "Will this be a major chain that will operate it?"

Mr. Parker responded, "It will be locally operated by the developer and operated independent of a chain. This will be a one story building, low profile and low impact on the community."

Councilman Patterson asked, "What other amenities will this have?"

Mr. Parker responded, "No swimming pool, no gym. It will have a laundry room."

Mayor Mouton called for those persons desiring to speak against the request.

b. Rosalinda Vasquez, 801 Grove Street, commented, "I have lived here for 27 years. Do they want to build apartments or a hotel?

Mayor Mouton responded, "The way I would explain it in my words is, it is an extended stay hotel."

Ms. Vasquez continued, "What I am understanding is if they are planning to build a hotel, wont they bring a lot of people to the neighborhood?

Mayor Mouton responded, "No. I wouldn't say that. There will be an entrance off Center Street and an exit on 9<sup>th</sup> Street."

Ms. Vasquez asked, "Lately, it has been raining over there in that corner on 801 Grove Street. I don't know what is going on but there is a pool of water every time after it rains. Is it going to affect us over there?

Mayor Mouton commented, "No. According to the ordinance, no current or new construction can impact negatively any flood issues. It has to be accounted for. There shouldn't be any impact to drainage issues."

Ms. Vasquez commented, "That was my only question. Thank you."

c. Kyle Ford, 822 Grove Street, commented, "Nothing against Mr. Patel, my family has stayed in his hotels and have had an excellent time. I thank him for having those available? Bottom line is, who wants to have a hotel in their backyard? That is essentially what it would be in my backyard. I guess we are concerned about peacefulness and all the troubles that can occur around hotels. We live in a very safe neighborhoods. I have my concerns with my kids, my neighbors have little kids, so I have concerns about that. bottom line is, who wants a hotel in their backyard? I would encourage you all to vote against this and vote no."

Mayor Mouton closed the hearing on behalf of the City Council.

Chairman Tippit closed the hearing on behalf of the Planning and Zoning Commission.

6. <u>CONSENT CALENDAR</u> – Motion was made by Councilman Ginn and seconded by

Councilman Patterson to approve the consent calendar as follows:

- a. Approval of minutes of workshop meeting for December 18, 2018.
- b. Approval of minutes of regular meeting for December 18, 2018.
- c. Authorization to reduce Tandem's retainage from 5% to 2% for the softball fields.

Motion carried 7 to 0.

## 7. COMMENTS FROM THE AUDIENCE -

- John Matula, 801 Lanell Street, commented, "Greetings Mayor Mouton and Council. On behalf of the residents of Deer Park who value the repose of their homes, their patios and their neighborhoods, please enact a proactive anti-barking ordinance that would enable the residents of Deer Park to enjoy a quiet and comfortable home, patio, and neighborhood. For seven years I endured loud barking dogs next door to me. Then in late 2016, I took steps to try to gain the repose of my home. I contacted Animal Control Supervisor Ms. Hooker and Duke's owner many, many times without resolving the problem. I was advised to document the barking and I did, in great detail. As the months progressed, I eventually contacted the Police, Mr. Stokes, and even brought this issue before you and the Council. During the latter part of this nine month ordeal, I was subpoenaed to appear before the Deer Park Municipal Court. And during the interviewing of the prospective Jurors, one stated that he also was a dog owner and he believed the City does not do enough to get this issue under control. Well, I took the stand and afterwards I was told this case would be dismissed due to lack of evidence on the day of the citation, even though I had documented for months and months and had hundreds of audio and video files of that dog barking. In the backyard next to me, just a few hundred yards from where I stand, there was not a blade of grass growing near the fence where Duke would run back and forth for hours on end, barking. My home was uninhabitable. We left and stayed away as often and as long as possible. The barking of Duke continued next door until the day they moved to another area of Deer Park. The problem was not solved for the residents of Deer Park, it just relocated for new neighbors to endure. This is a noise exposure chart. (Exhibit B1) I have had many of those symptoms. Chronic barking is a public health hazard. To this day, I continue to struggle trying to maintain the repose of my home. Our homes, our patios, and our neighborhoods, the quiet and comfort of them, continues to be lost, disturbed, and at times even highly disrupted by barking dogs. Please take the necessary proactive steps to enable all the residents of Deer Park to enjoy a quiet and comfortable home, patio, and neighborhood while improving our quality of life. Thank you Mayor Mouton and Council."
- <u>CONSIDERATION OF AND ACTION ON A RESOLUTION TO SEEK A FISCAL YEAR</u> <u>2020 STEP COMPREHENSIVE TRAFFIC ENFORCEMENT GRANT</u> – Motion was made by Councilman Martin and seconded by Councilwoman Sinor to approve Resolution No. 2019-01 captioned as follows:

A RESOLUTION AUTHORIZING AND APPROVING A GRANT APPLICATION AND AGREEMENT BETWEEN THE CITY OF DEER PARK, TEXAS, AND THE STATE OF TEXAS DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION IN THE AMOUNT OF FIFTY-NINE THOUSAND NINE HUNDRED THIRTY-EIGHT DOLLARS AND SEVENTY-EIGHT CENTS (\$59,938.78) TO CONDUCT A S.T.E.P. PROGRAM DIRECTED AT COMPREHENSIVE TRAFFIC ENFORCEMENT TO BE ADMINISTERED BY THE POLICE DEPARTMENT.

Motion carried 7 to 0.

9. <u>CONSIDERATION OF AND ACTION ON A RESOLUTION TO SEEK A FISCAL YEAR</u> <u>2020 STEP COMMERCIAL VEHICLE TRAFFIC ENFORCEMENT GRANT</u> – Motion was made by Councilwoman Garrison and seconded by Councilman Ginn to approve the Resolution No. 2019-02 captioned as follows:

> A RESOLUTION AUTHORIZING AND APPROVING A GRANT APPLICATION AND AGREEMENT BETWEEN THE CITY OF DEER PARK, TEXAS, AND THE STATE OF TEXAS DEPARTMENT OF HIGHWAYS AND PUBLIC TRANSPORTATION IN THE AMOUNT OF FIFTEEN THOUSAND ONE HUNDRED FORTY-EIGHT DOLLARS AND SIXTY CENTS (\$15,148.60) TO CONDUCT A S.T.E.P. PROGRAM DIRECTED AT COMMERCIAL VEHICLE TRAFFIC ENFORCEMENT TO BE ADMINISTERED BY THE POLICE DEPARTMENT.

Motion carried 7 to 0.

10. <u>CONSIDERATION OF AND ACTION ON A RESOLUTION TO UPDATE THE CITY</u> <u>OF DEER PARK PERSONNEL MANUAL, CHAPTER XII – TRAVEL</u> <u>AUTHORIZATION AND EXPENSE POLICY</u> – Motion was made by Councilman Ginn and seconded by Councilwoman Sinor to approve Resolution No. 2019-03 captioned as follows:

> A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEER PARK, TEXAS, REVISING THE PERSONNEL MANUAL OF THE CITY OF DEER PARK, TEXAS, BY AMENDING THE EMPLOYEE TRAVEL POLICY.

Motion carried 7 to 0.

11. <u>CONSIDERATION OF AND ACTION ON THE RESULTS OF THE JOINT PUBLIC</u> <u>HEARING AND A PROPOSED ORDINANCE ON THE REQUEST OF FROM DHIRU</u> <u>PATEL TO REZONE THE PROPERTY LOCATED AT 825 CENTER STREET FROM</u> <u>GENERAL COMMERCIAL (GC) TO MULTI FAMILY 2 (MF 2)</u> – After a proposed ordinance was read by caption, motion was made by Councilman Patterson and seconded by Mayor Mouton to approve an ordinance captioned as follows: AN ORDINANCE AMENDING ORDINANCE NO. 3886 OF THE CITY OF DEER PARK, TEXAS, ADOPTED MARCH 21, 2017, AS AMENDED BY TAKING RESERVE B, ALL IN BLOCK 1, OF FINAL PLAT PATEL FAMILY SUBDIVISION ALSO KNOWN AS 825 CENTER STREET, CITY OF DEER PARK HARRIS COUNTY, TEXAS OUT OF THE GENERAL COMMERCIAL (GC) ZONING DISTRICT AND PLACING IT IN THE MULTI FAMILY-TWO (MF-2) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING PENALTIES BY A FINE UP TO \$2,000.00 FOR EACH DAYS VIOLATION OF THE PROVISIONS OF SUCH ORDNANCE, AS AMENDED; AND DECLARING AN EMERGENCY.

Motion failed 3 to 4, with Councilmember's Sinor, Ginn, Martin and Garrison voting in opposition.

12. <u>CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING THE</u> <u>FISCALYEAR 2018-2019 GENERAL FUND BUDGET FOR EMERGENCY REPAIRS</u> <u>TO THE AIR CONDITIONER AT FIRE STATION #3</u> – After a proposed ordinance was read by caption, motion was made by Councilman Martin and seconded by Councilwoman Sinor to adopt on first and final reading Ordinance No.4037, captioned as follows:

> AN ORDINANCE AMENDING THE 2018-2019 BUDGET FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED; AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

13. <u>CONSIDERATION OF AND ACTION ON AN ORDINANCE AMENDING THE</u> <u>FISCAL YEAR 2018-2019 BUDGET FOR SENIOR SERVICES</u> – After a proposed ordinance was read by caption, motion was made by Councilwoman Garrison and seconded by Councilman Ginn to adopt on first and final reading Ordinance No.4038, captioned as follows:

> AN ORDINANCE AMENDING THE 2018-2019 BUDGET FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED; AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

14. <u>CONSIDERATION OF AND ACTION ON A REFERRAL FROM THE PLANNING</u> <u>AND ZONING COMMISSION AND AN ORDINANCE CALLING A JOINT PUBLIC</u> <u>HEARING FROM THE REQUEST OF SLI GROUP REPRESENTING MAGNUM</u> <u>ENTERPRISES TO REZONE 202 EAST 13TH STREET FROM COMMUNITY</u> <u>SERVICE (CS) TO OFFICE PROFESSIONAL (OP) FOR A PROPOSED SALE TO</u> <u>SHELL FEDERAL CREDIT UNION TO CONSTRUCT AN OFF STREET ACCESSORY</u> <u>PARKING GARAGE</u> – After a proposed ordinance was read by caption, motion was made by Councilman Ginn and seconded by Councilman Patterson to adopt on first and final reading Ordinance No.4039, captioned as follows:

AN ORDINANCE CALLING A JOINT PUBLIC HEARING ON FEBRUARY 5, 2019 BY THE CITY COUNCIL AND THE PLANNING AND ZONING COMMISSION OF THE CITY OF DEER PARK, TEXAS, ON A PROPOSED AMENDMENT TO ORDINANCE NO. 3886, THE ZONING ORDINANCE, PLACING IN THE OFFICE PROFESSIONAL (OP) ZONING DISTRICT, A 20,268 SQUARE FEET OF LAND BEING RESERVE B8, BLOCK 1, PALM TERRACE, ALSO KNOWN AS 202 E 13TH, DEER PARK, HARRIS COUNTY, TEXAS, AND TAKING THE SAME OUT OF THE COMMUNITY SERVICE (CS) ZONING DISTRICT; AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

15. <u>CONSIDERATION OF AND ACTION ON A REFERRAL FROM THE PLANNING AND ZONING COMMISSION AND AN ORDINANCE CALLING A JOINT PUBLIC HEARING FROM THE REQUEST OF SLI GROUP REPRESENTING MAGNUM ENTERPRISES TO REZONE 202 EAST 13TH STREET, SUITE A FROM COMMUNITY SERVICE (CS) TO OFFICE PROFESSIONAL (OP) FOR A PROPOSED SALE TO SHELL FEDERAL CREDIT UNION TO CONSTRUCT AN OFF STREET ACCESSORY PARKING GARAGE – After a proposed ordinance was read by caption, motion was made by Councilwoman Garrison and seconded by Councilwoman Sinor to adopt on first and final reading Ordinance No.4040, captioned as follows:</u>

AN ORDINANCE CALLING A JOINT PUBLIC HEARING ON FEBRUARY 5, 2019 BY THE CITY COUNCIL AND THE PLANNING AND ZONING COMMISSION OF THE CITY OF DEER PARK, TEXAS, ON A PROPOSED AMENDMENT TO ORDINANCE NO. 3886, THE ZONING ORDINANCE, PLACING IN THE OFFICE PROFESSIONAL (OP) ZONING DISTRICT, A 26,698 SQUARE FEET OF LAND BEING RESERVE B8-1, BLOCK 1, PALM TERRACE, ALSO KNOWN AS 202 E 13TH SUITE A, DEER PARK, HARRIS COUNTY, TEXAS, AND TAKING THE SAME OUT OF THE COMMUNITY SERVICE (CS) ZONING DISTRICT; AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

16. CONSIDERATION OF AND ACTION ON A REFERRAL FROM THE PLANNING AND ZONING COMMISSION AND AN ORDINANCE CALLING A JOINT PUBLIC HEARING FROM THE REQUEST OF SLI GROUP REPRESENTING MAGNUM ENTERPRISES TO REZONE 202 EAST 13TH STREET, SUITE B FROM COMMUNITY SERVICE (CS) TO OFFICE PROFESSIONAL (OP) FOR A PROPOSED SALE TO SHELL FCU TO CONSTRUCT AN OFF STREET ACCESSORY PARKING GARAGE – After a proposed ordinance was read by caption, motion was made by Councilman Ginn and seconded by Councilman Patterson to adopt on first and final reading Ordinance No.4041, captioned as follows: AN ORDINANCE CALLING A JOINT PUBLIC HEARING ON FEBRUARY 5, 2019 BY THE CITY COUNCIL AND THE PLANNING AND ZONING COMMISSION OF THE CITY OF DEER PARK, TEXAS, ON A PROPOSED AMENDMENT TO ORDINANCE NO. 3886, THE ZONING ORDINANCE, PLACING IN THE OFFICE PROFESSIONAL (OP) ZONING DISTRICT, A 52,697 SQUARE FEET OF LAND BEING RESERVE B8-1, BLOCK 1, PALM TERRACE, ALSO KNOWN AS 202 E 13TH SUITE B, DEER PARK, HARRIS COUNTY, TEXAS, AND TAKING THE SAME OUT OF THE COMMUNITY SERVICE (CS) ZONING DISTRICT; AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

17. <u>CONSIDERATION OF AND ACTION ON A REFERRAL FROM THE PLANNING AND ZONING COMMISSION AND AN ORDINANCE CALLING A JOINT PUBLIC HEARING FROM THE REQUEST OF SHELL FEDERAL CREDIT UNION TO REZONE 301 EAST 13TH STREET SUITE A, FROM GENERAL COMMERCIAL (GC) TO OFFICE PROFESSIONAL (OP) TO CONSTRUCT A NEW OFFICE BUILDING – After a proposed ordinance was read by caption, motion was made by Councilwoman Sinor and seconded by Councilman Ginn to adopt on first and final reading Ordinance No.4042, captioned as follows:</u>

AN ORDINANCE CALLING A JOINT PUBLIC HEARING ON FEBRUARY 5, 2019 BY THE CITY COUNCIL AND THE PLANNING AND ZONING COMMISSION OF THE CITY OF DEER PARK, TEXAS, ON A PROPOSED AMENDMENT TO ORDINANCE NO. 3886, THE ZONING ORDINANCE, PLACING IN THE OFFICE PROFESSIONAL (OP) ZONING DISTRICT, A 52,697 SQUARE FEET OF LAND BEING RESERVE B8-1, BLOCK 1, PALM TERRACE, ALSO KNOWN AS 202 E 13TH SUITE B, DEER PARK, HARRIS COUNTY, TEXAS, AND TAKING THE SAME OUT OF THE COMMUNITY SERVICE (CS) ZONING DISTRICT; AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

18. <u>CONSIDERATION OF AND ACTION ON A REFERRAL FROM THE PLANNING AND ZONING COMMISSION AND AN ORDINANCE CALLING A JOINT PUBLIC HEARING FROM THE REQUEST OF SHELL FEDERAL CREDIT UNION TO REZONE 1241 CENTER STREET, FROM GENERAL COMMERCIAL (GC) TO OFFICE PROFESSIONAL (OP) TO CONSTRUCT A NEW OFFICE BUILDING – After a proposed ordinance was read by caption, motion was made by Councilman Ginn and seconded by Councilman Patterson to adopt on first and final reading Ordinance No.4043, captioned as follows:</u>

AN ORDINANCE CALLING A JOINT PUBLIC HEARING ON FEBRUARY 5, 2019 BY THE CITY COUNCIL AND THE PLANNING AND ZONING COMMISSION OF THE CITY OF DEER PARK, TEXAS, ON A PROPOSED AMENDMENT TO ORDINANCE NO. 3886, THE ZONING ORDINANCE, PLACING IN THE OFFICE PROFESSIONAL (OP) ZONING DISTRICT, A 0.3587 ACRE TRACT OF LAND BEING A PORTION OF OUTLOT 90, DEER

PARK OUTLOTS, ALSO KNOWN AS 1241 CENTER STREET, DEER PARK, HARRIS COUNTY, TEXAS, AND TAKING THE SAME OUT OF THE GENERAL COMMERCIAL (GC) ZONING DISTRICT; AND DECLARING AN EMERGENCY.

Motion carried 7 to 0.

17. <u>ADJOURN</u> – Mayor Mouton adjourned the meeting at 8:11 p.m.

ATTEST:

APPROVED:

Shannon Bennett, TRMC City Secretary Jerry Mouton, Jr. Mayor

Don Tippit, Chairman Planning and Zoning



# City of Deer Park

# Legislation Details (With Text)

File #:	TAX	R 19-002	Version:	1	Name:		
Туре:	Tax	Refund			Status:	Agenda Ready	
File created:	1/3/2	2019			In control:	City Council	
On agenda:	1/15	6/2019			Final action:		
Title:	Арр	roval of tax	refund to	Corel	ogic in the amou	nt of \$1,062.07 due to an overpayment	
Sponsors:	Fina	ince					
Indexes:							
Code sections:							
Attachments:							
Date	Ver.	Action By			Ac	ion	Result
1/15/2019	1	City Cou	ncil				

Approval of tax refund to Corelogic in the amount of \$1,062.07 due to an overpayment.

# Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

Corelogic in the total amount of \$1,062.07 due to an overpayment (Account #130-570-001-0017).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Corelogic.



# City of Deer Park

# Legislation Details (With Text)

File #:	TAXR 19-003	Version:	1	Name:		
Туре:	Tax Refund			Status:	Agenda Ready	
File created:	1/3/2019			In control:	City Council	
On agenda:	1/15/2019			Final action:		
Title:	Approval of tax granted by Har				LC in the amount of \$4,557.0	7 due to a value decrease
Sponsors:	Finance					
Indexes:						
Code sections:						
Attachments:						
	Ver. Action By			Ac		

Approval of tax refund to Adler Tank Rentals LLC in the amount of \$4,557.07 due to a value decrease granted by Harris County Appraisal District.

# Summary:

1/15/2019

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

Adler Tank Rentals LLC in the total amount of \$4,557.07 due to a value decrease granted by Harris County Appraisal District on the 2016 Correction Roll #26 (Account #215-351-0).

Fiscal/Budgetary Impact: None.

1

**City Council** 

Approve the tax refund to Adler Tank Rentals LLC.



# Legislation Details (With Text)

File #:	TAX	(R 19-004	Version:	1	Name:		
Туре:	Tax	Refund			Status:	Agenda Ready	
File created:	1/3/2	2019			In control:	City Council	
On agenda:	1/15	6/2019			Final action:		
Title: Approval of tax refund to David Rodriguez in the amount of \$504.63 due to an over-65 exemption a freeze change granted by Harris County Appraisal District.							an over-65 exemption and
Sponsors:	Fina	ince					
Indexes:							
Code sections:							
Attachments:							
Date	Ver.	Action By			Ac	tion	Result
1/15/2019	1	City Cou	ncil				

Approval of tax refund to David Rodriguez in the amount of \$504.63 due to an over-65 exemption and a freeze change granted by Harris County Appraisal District.

## Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

David Rodriguez in the total amount of \$504.63 due to an over-65 exemption and a freeze change granted by Harris County Appraisal District on the 2016 Correction Roll #26 (Account #109-805-000-0006).

Fiscal/Budgetary Impact: None.

Approve the tax refund to David Rodriguez.



# City of Deer Park

# Legislation Details (With Text)

File #:	TAXR 19-005 Version:	1	Name:		
Туре:	Tax Refund		Status:	Agenda Ready	
File created:	1/3/2019		In control:	City Council	
On agenda:	1/15/2019		Final action:		
Title:	Approval of tax refund to DI granted by Harris County A			in the amount of \$1,263.61 due to	a value decrease
Sponsors:	Finance				
Indexes:					
Code sections:					
Attachments:					

Approval of tax refund to DFG Enterprises LLC in the amount of \$1,263.61 due to a value decrease granted by Harris County Appraisal District.

# Summary:

1/15/2019

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

DFG Enterprises LLC in the total amount of \$1,263.61 due to a value decrease granted by Harris County Appraisal District on the 2018 Correction Roll #04 (Account #105-305-000-0009).

Fiscal/Budgetary Impact: None.

1

**City Council** 

Approve the tax refund to DFG Enterprises LLC.



# City of Deer Park

# Legislation Details (With Text)

File #:	TAXR 19-006 Version: 1	1	Name:		
Туре:	Tax Refund		Status:	Agenda Ready	
File created:	1/3/2019		In control:	City Council	
On agenda:	1/15/2019		Final action:		
Title:	Approval of tax refund to Co granted by Harris County A			in the amount of \$549.67 due	to a value decrease
Sponsors:	Finance				
Indexes:					
Code sections:					
Attachments:					
	Ver. Action By			tion	

1/15/2019 1 City Council

Approval of tax refund to Conco Services Corp. in the amount of \$549.67 due to a value decrease granted by Harris County Appraisal District.

## Summary:

Section 31.11 of the Texas Property Tax Code requires that all refunds exceeding \$500 be approved by the governing body prior to the issuance of a check to the payee. The following refund is pending:

Conco Services Corp. in the total amount of \$549.67 due to a value decrease granted by Harris County Appraisal District on the 2015 Correction Roll #37 (Account #202-126-1).

Fiscal/Budgetary Impact: None.

Approve the tax refund to Conco Services Corp.



# Legislation Details (With Text)

"							
File #:	ACT	19-002	Version:	1	Name:		
Туре:	Acce	eptance			Status:	Agenda Ready	
File created:	1/4/2	2019			In control:	City Council	
On agenda:	1/15	/2019			Final action:		
Title:	Acce	eptance ar	nd release o	of reta	inage for the Ma	nhole Rehabilitation - Phase 3 Project	
Sponsors:	Publ	ic Works					
Indexes:							
Code sections:							
Attachments:	<u>Man</u>	<u>hole rehal</u>	b phase 3 c	lose-	<u>out</u>		
Date	Ver.	Action By	,		Act	ion	Result

Acceptance and release of retainage for the Manhole Rehabilitation - Phase 3 Project.

Summary: Fuquay, Inc. has completed the Manhole Rehabilitation - Phase 3 Project and is now ready for Council acceptance and release of retainage. The project was completed in the amount of \$249,308.50. The retainage for this project is \$24,930.85. The project consisted of the rehabilitation of 36,000 SQFT of manholes. This coating method protects the manhole from further damage from sewer gases and extends the structural life of the manhole. This project was completed on time and in budget.

Fiscal/Budgetary Impact: This project was funded through Water and Sewer CIP funds.

Staff is requesting acceptance and retainage release for the completed project

FUQUAY, INC.

Phone (\$30) 606-1882 Fax (\$30) 606-1885



FUQUAY,	P. O. Box 310946, New Braunfels, TX 78131	FUQUAY, INC. Name of Project: Manhole Rehabilitation Project Phase 3	AGE RELEASE		
		FUQUAY, INC. Name of Project: Manho	Invoice #: FINAL RETAINAGE RELEASE	Pay Estimate #: FiNAL	Date: January 4, 2019

\$249,308.48 \$249,308.48	2,134.00 2,134.00		2,29	0.00	0.00 0.00			10,219.00		0.00	21,600.00 21,600.00		925.00		1.200.00	113,417.58 113,417.58			74,908.05 74,908.05	74,90		74,90
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	194		3				119315	929			36	_	LU LU		در ا	3065.34		3567.05				Period QTY
\$249,308.50	2,134.00		745.00	1,700.00	9,225.00		6,545.50	21,615.00	1,989.00	720,00	23,400.00		2,590.00		3,360.00	91,057.00 3065.34		82,446.00 3567.05		1,782.00		Amount
\$249,308.50	2,134.00		745.00	1,700.00	9,225.00		6,545.50	21,615.00	1,989.00	720.00	23,400.00	-	2,590.00		3,360.00	91,057.00		82,445.00		1,782.00		unginai contract Amount
	11.00		745.00	1,700.00	5.00		0.19	11.00	39.00	720.00	600.00		185.00		240.00	37.00		21.00		13.50		Unit Príce
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																						36
	 194		1	H	1845		34450	1965	51		39		14		14	2461		3926		132		ξ
	MILE		EA	EA	SQFT		SQFT	SQFT	SQFT	EA	EA		Н		GAL	SQFT		SQFT		SQFT		Unit
	Rehabilitation Crew from New Braunfels, TX	Travel and Mobilization- Manhole	Install Ring Encasement	Assembly, up to 12"	Within Manhole or Structure	Remove and/or Abrade Existing Coatings	Manhole Rehabilitation - Polyurethane (PCM) - Addítional 1 mil thickness	Manhole Rehabilitation - Cementitious (CRM) only – 1/2 inch thickness	Structure Base Repair (any size)	Diameter Base	Diameter Base	Manhole Bench and Invert Repair 4'	Chemical Grout Material-Labor & Equipment	Inflow & Infiltration Repair - Injection of	Themical Grout Material	Condition 3	Condition Standards and Repair Methods -	contrution Standards and repair Methods	Condition Standards and Benair Methods	Contrution standards and Kepair Methods	President Phenodennia Descritent	liondinea
	17128		17127	17120	17119		17118	17115	17110	17107	17106		17105		17104	17103		17102		17101		Eat

MAKE ALL CHECKS PAYABLE TO: Fuquay, Inc. Attn: Accounts Receivable PO Box 310946 New Brauntels, TX 78131

 Total to Date:
 249,308,48

 Less 0% retainage:
 0.00

 Subtotal:
 249,308,48

 Less Previous Paid:
 249,370,63

 Total Due This Period:
 24,930.85

### AFFIDAVIT OF BILLS PAID

### STATE OF TEXAS

### COUNTY OF COMAL

I, the undersigned, a representative of <u>Fuquay</u>. Inc. under its contract with the City of Deer Park for the construction of the following:

### Manhole Rehabilitation Project Phase 3

do hereby certify under oath that all bills for this project have been paid in accordance with the contract documents and specifications.

David M Kallfelz CONTRACTOR'S REPRESENTATIVE'S NAME

01/04/2019 DATE

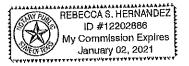
1. Jaup

SIGNATURE OF CONTRACTOR'S REPRESENTATIVE

Sworn to and subscribed before me by said David M Kaleplan on January H, 2019, to certify which witness my hand and seal

of office.

ebruen S. Alernander



14/19 DATE

### CONTRACTOR'S ONE-YEAR MAINTENANCE AGREEMENT

I, David M Kallfelz, the undersigned being the authorized representative of Fuguay, Inc. do on behalf of said company guarantee all the work performed under this contract on the Manhole Rehabilitation Project Phase 3

to be free from faulty materials and free from faulty workmanship and agree to replace without any additional cost to the Owner such work as may be found to be unsatisfactory, and to make good all damages to the work done by us or by our subcontractors as a result of improper workmanship and materials.

City Council accepted completion of the project at their meeting held on . This guarantee shall cover a period of one year from the date of acceptance of all the work. Neither the final acceptance by the City nor any provisions in the contract documents shall relieve us of the guarantee provision or our responsibility to replace any faulty part of our work during the period of the time covered by this guarantee.

One-Year Maintenance Agreement begins on December 1, 2018 and the agreement ends twelve months later on December 1, 2019.

David M Kallfelz

CONSTRACTOR'S REPRESENTATIVE'S NAME

01/04/2019 DATE

SIGNATURE OF CONTRACTÓR'S REPRESENTATIVE

Sworn to and subscribe before me by said David M Kallyelyon

2019, to certify which witness my hand and seal of office.



renhand NOTARY PUBLIC



### Legislation Details (With Text)

File #:	AUT	19-003	Version:	1	Name:		
Туре:	Auth	orization			Status:	Agenda Ready	
File created:	1/8/2	2019			In control:	City Council	
On agenda:	1/15	/2019			Final action:		
Title:	Auth	orization t	o seek bids	for th	e Parks Barn B	uilding Roof Extension.	
Sponsors:	Park	s & Recre	ation				
Indexes:							
Code sections:							
Attachments:	quot	<u>es</u>					
Date	Ver.	Action By			Act	ion	Result
1/15/2019	1	City Cou	ncil				

Authorization to seek bids for the Parks Barn Building Roof Extension.

The Parks & Recreation Dept requested for an expansion of the covered area at the Parks Barn in the 2018/19 FY budget process. The expansion will extend the existing covered area to 45'. It will become a suitable covered storage that will protect the City's Parks' equipment that is stored outside from the elements. This includes topdressors, tractors, and attachments, fertilizers, infield conditions, other specialized maintenance equipment and playground parts and amenities that have been purchased for the Park Operations Division.

...Fiscal/Budgetary Impact:

\$66,000 was budgeted in the 2018/19 Fiscal Year in account # 90-410-4902 for this project.

Authorize to advertise and to seek bids for the Parks Barn Building Roof Extension.

### DERK HARMSEN

# CONSTRUCTION CO., INC.

### 2820 CENTER STREET

DEER PARK, TEXAS 77536

281-479-3400

January 2, 2019

Mr. Harold McHone Deer Park, Parks and Recreation 610 E. San Augustine Deer Park, Texas 77521

Re: New building addition Our bid # 181106

**Dear Mr. McHone:** 

As per our conversation and site visit, we would like to submit to you our proposal for the work that was discussed. This bid includes all labor, materials, tools, equipment, insurance and supervision necessary to complete the work.

JOB SCOPE: INSATALL A 45'X60'X 16' WHIRLWIND BUILDING ATTACHED TO EAST END OF EXISTING BUILDING WE BUILT, (BLDG "C"), SEE THE CUT SHEET FROM WHIRLWIND FOR THE DESIGN NOTES: INCLUDES THE FOLLOWING

- Engineered stamped drawings,
  - 1. Cover sheet.

2. Site plan, (no storm sewer plans), downspout connection to existing storm, if we have exiting information, is included.

3. Floor plan.

4. Foundation plan, will include 6 drilled footings (24/36s) no strap beam at this time unless engineer requires it in final drawings, and will be considered and extra to the price.

5. Exterior Elev.

- 6. X-section.
- 7. Leg work to pull permits from City of Deer Park.
- 8. Note: we may need exiting building information and boundary survey).
- Install foundation as designed by Engineer, figured footings, with anchor bolts and beams if required.
- Erect steel columns, (hot dipped galvanized) as per existing structural components.
- Roof, rain gutters and down spouts. No walls.
- Electrical:
  - 1.4 LED high bay fixtures.
  - 2. 150 ' conduit.
  - 3. 500' wire.
  - 4.4 Fixture outlets.
  - 5. 4 Fixture whips.

• Back dress and clean site, make ready for use.

	TOTAL BID NO TAX INCLUDED	\$73,302.00
NOTE	: If foundation plan and building plans from Whirlwind will be the only the	hing required from the City of
Deer P	ark you can deduct	

### Deer Park, Parks and Recreation Page 2 building addition

For your convenience, all work will be completed as soon as possible. Job site will be dressed and ready for immediate use. All work is warranted for a period of (18) months. Price is good for 30 days from date on proposal.

Thank you for your consideration and the opportunity to submit this proposal. If you have any questions or require additional information, please feel free to contact our office.

We look forward to the possibility of working with you in the near future.

Sincerely,

.

.

### Steve G. Wiggington

Vice-President

ACCEPTED: \_\_\_\_\_

DATE: \_\_\_\_\_



### Proposal

January 8, 2019 City of Deer Park Luella Street Deer Park 77523

RE: Addition for Building (60' X 45' Roof Extension Unit Only)

The following specifications are included in this proposal:

### SITE WORK

- Match existing grade
- Scrape off vegetation from construction area.
- Supply materials, equipment, and labor for a pad for building.
- 1' pad with 60/40 select with compaction

### SLAB

- Bell-Hole Piers under main frame supports (per engineer drawings)
- 24" Beams with 6 5/8 rebar
- 15" O.C. Mat with 3/8 rebar

BUILDING (Match Existing as close as possible)

- All mainframe to be metal prefab from a supplier
- All framework to be galvanized
- Roof Panels 24ga Galvalume PBR
- Gutters and Downspouts

### ELECTRICAL (Allowance \$7,500.00 Material and Labor)

- LED Lights to match as close as possible
- Tied into existing circuit for new lights

### MISCELLANEOUS

- Clean up and haul off included
- Fence removal if any (By Owner)
  All exterior materials to be relocated (By Owner)

TOTAL \$83,870.00

Thank you;

م .

.

Gene McDowell

## **Ates Industries Inc.**

www.oatesinc.com

2900 East X Street LaPorte, Tx. 77571 Phone 281-930-9305 Fax 281-930-1940

### BUDGET TO:

City of Deer Park 4100 Luella Blvd. Deer Park, Tx. 77536 Attn: Mr. Harold McHone / hmchone@deerparktx.org C: 281-748-8501 F: 281-479-8091

Provide and erect a 45' x 60' Roof Unit

Bidg, C - Maint, And Operations Complex - City of Deer Park - 4100 Luella

Description	AMOUNT
Oates to provide labor, materials, and equipment to complete the following scope of work:	
Provide and erect a 45' long x 60' wide pre-engineered building with wind rating of 140 mph,	
connected on the east end of Bldg. C, having galvanized steel frame, 24 ga. White R type paneling	
roof, and 26 ga. White color trimwork, guttering, and downspouts. Budget includes ( 6 ) engineered	
drill shafts with base pedestals, and warehouse type LED lighting in each bay.	
Quote based on 4 / 10 hr. workday workweek schedule Mon Thur.	
Allow 2 weeks for approval drawings and 8 to 10 weeks for building delivery after approval of	
issued for construction drawings.	
	\$79,995.00

Quote

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any atteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tomado, and other necessary insurance. Our workers

are fully covered by Worker's Compensation Insurance.

Authorized Signature

Date

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified, Payment will be made as outlined above. DATE 1/7/2019 Quote # DW17193

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I.

Quote valid until: 2/7/2019 Prepared by: David Williams



# City of Deer Park

### Legislation Details (With Text)

File #:	СНС	D 19-001	Version:	1	Name:		
Туре:	Cha	nge Order	s		Status:	Agenda Ready	
File created:	1/9/2	2019			In control:	City Council	
On agenda:	1/15	6/2019			Final action:		
Title:			of and acti hambers S			ange order for an air conditioning system in	the City
Sponsors:							
Indexes:							
Code sections:							
Attachments:	<u>AC 1</u>	for Studio	<u>Quote</u>				
	Arch	nitect Servi	ices Agend	la Iten	<u>1</u>		
	City	Hall Archi	tectural				
			Architectu	ral			
		-					
Date	Ver.	Action By			Act	ion Re	esult
1/15/2019	1	City Cou	ncil				

Consideration of and action on authorizing a change order for an air conditioning system in the City Hall Council Chambers Studio.

### Summary:

On November 3, 2015 Council retained the services of Cre8 Architects for the professional design services for a New City Hall. On May 21, 2018 the New City Hall reached substantial completion and staff moved into the building. After the move, it was discovered that there was not enough cool air flow in the Council Chambers Studio to keep computer equipment from overheating. The original scope of the construction project did not include a standalone air conditioning system for the Studio. Cre8 Architects have submitted a change order request for the installation of this system. The change proposal estimate is \$8353.10 and will be paid for out of PEG funds.

Fiscal/Budgetary Impact:

Authorize the expenditure of PEG funds in the amount of \$8,500 to be used to purchase and install a standalone air conditioning system for the Council Chambers Studio.

Authorize expenditures

### Change Proposal Request No. CLTD 54R

Date: 12/20/18

Project: New Deer Park City Hall 710 E San Augustine, Deer Park, Texas

Description of Change: Add new A/C unit for studio Room-Revised location of outside unit

ITEM #	DESCRIPTION	QUAN	UNIT	SUB	GC MTL	GC LABOR	GC EQUIP	SU	BTOTAL
1	A/C unit for Studio Room	1	EA	\$6,733.10					\$6,733.10
2	Electrical work	1	LS	\$1,620.00					\$1,620.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
		1							\$0. <b>0</b> 0
									\$0.00
									\$0.00
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									\$0.00
									\$0.00
									\$0.00
									\$0.00
									\$0.00
SAFE	TY								\$0.00
AS B	JILTS AND MYLAR COST								\$0.00
ENGI	NEERING LAYOUT		Γ						\$0.00
CLEA	NUP		[						\$0.00
GENI	ERAL CONDITIONS		[						\$0.00
SUPE	RVISION								\$0.00
COLI	JMN TOTALS			\$8,353	\$0.00	\$0.00	\$0.00	-	<b>\$0.0</b> 0 <b>\$</b> 8,353.10
GENE GENE GENE	CONTRACTORS TOTAL ERAL CONTRACTORS MATERIAL ERAL CONTRACTORS LABOR ERAL CONTRACTORS EQUIPMENT IS/FRINGES @ .45 %							\$	8,353.10 \$0 \$0 \$0 <b>\$0</b>
TAX									\$0
	DERS RISK AND OTHER INSURANCE 1%							\$	-
	ERAL CONDITIONS @ 10%							\$	-
	J							\$	-
								\$	
GEN	ERAL CONTRACTORS PROFIT @ 5 %							ф \$	-
	EXENTION OF Zero (0) DAYS IS REQUIRED								
TIME	EXENTION OF Zero (0) DAYS IS REQUIRED E: PROPOSAL IS VALID FOR FIVE (5) DAYS.			COST FOR C	PR#	54R		\$	8,353.10



December 6, 2018

Construction LTD 1825 Upland Drive Houston, Texas 77043

Attn: John Gause

Re: Deer Park City Hall - Studio Room

Dear John, Associated Mechanical Services, Inc. is pleased to quote the following,

A. Provide labor and materials to install (1) additional a/c units on studio room,

1.	A/C Unit	\$2,561.00
2.	Refrigerant Lines	\$ 650.00
3.	Roof Supports	\$ 300.00
4.	Labor	\$1,860.00
5.	Crane	\$ 750.00
	Subtotal	\$6,121.00
	10%OHP	<u>\$ 612.10</u>
	Total	\$6,733.10

\*\*\*Price excludes electrical work\*\*\*

Please advise.

John P. Weber President Operations Manager

### Houston • Austin • Nederland

P.O. Box 1818 • NEDERLAND, TEXAS 77627-1818 • OFFICE: (409) 721-5050 • Fax: (409) 721-5055 Regulated by the Texas Department of Licensing and Regulation • P.O. Box 12157 • Austin, TX 78711 • (800) 803-9202

### Signature Electric Services, LLC

TECL# 28353, TDLR#10421, COH#689 Texas HUB Vendor # 506255 130 Lake Harbor Ln Huffman, TX 77336

P	ro	р	0	S	a	Distance of the second
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Date	Proposal
1/4/2019	726

Name / Address			
Construction LTD 1825 Upland Dr. Houston, Texas 77043			
	F	<sup>2</sup> .O, No.	Project
			Deer Park City Hall
Description			Total
Revised 1/4/2019 Change Order for New A/C unit for the Studio Room			
Install power from breaker panel to rooftop A/C & interior unit			1,620.00
We would be very happy to help you complete this project.	Total		\$1,620.00

### CITY OF DEER PARK NOVEMBER 03, 2015 - 7:30 PM CITY COUNCIL MEETING - FINAL

Sherry Garrison, Council Position 1 Thane Harrison, Council Position 2 Tommy Ginn, Council Position 3

James Stokes, City Manager Gary Jackson, Assistant City Manager

Ordinance #3758

### CALL TO ORDER

The 1650th meeting of the Deer Park City Council.

### INVOCATION

### PLEDGE OF ALLEGIANCE

### PRESENTATIONS

1.	Presentation of the 2015 Pa	rks and Recreation Commission Awards.	PRE 15-037
	<u>Recommended Action:</u> <u>Department:</u>	No action needed. Presentation only. Parks & Recreation Director Swigert	
CONS	SENT CALENDAR		
2.	Approval of minutes of regul	ar meeting on October 20, 2015.	<u>MIN 15-161</u>
	<u>Recommended Action:</u> <u>Attachments:</u>	Approval <u>CC_MR_102015</u>	
3.	Approval of tax refund to J. F \$1,023.26 due to overpayme	P. Morgan Chase Bank in the amount of ent.	<u>TAXR</u> <u>15-044</u>
	Recommended Action:	Approve the tax refund to J.P. Morgan Chase Bank.	
	<u>Department:</u>	Finance	
4.	Approval of tax refund to J. F \$967.40 due to an overpaym	P. Morgan Chase Bank in the amount of nent.	<u>TAXR</u> <u>15-045</u>
	Recommended Action:	Approve the tax refund to J.P. Morgan Chase Bank.	
	Department:	Finance	

ST 189

Jerry Mouton Jr., Mayor

The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture and unique character.

### COUNCIL CHAMBERS 710 E SAN AUGUSTINE DEER PARK, TX 77536

Bill Patterson, Council Position 4 Ron Martin, Council Position 5 Rae A. Sinor, Council Position 6

Sandra Watkins TRMC,CMC City Secretary Jim Fox, City Attorney

Resolution #2015-24

y Co	uncil	- FINAL	NOVEMBER 03, 2015
5.	Approval of tax refund to Lu \$1,451.23 due to a value de District.	<u>TAXF</u> 15-047	
	Recommended Action:	Approve the tax refund to Luby's Restaurants LTD PS.	
	Department:	Finance	
6.		lassis Direct in the amount of \$2,652.31 due by Harris County Appraisal District.	<u>TAXF</u> <u>15-048</u>
	Recommended Action:	Approve the tax refund to Valassis Direct.	
	<u>Department:</u>	Finance	
7.		ndlewood Suites Deer Park in the amount of crease granted by Harris County Appraisal	<u>TAXF</u> <u>15-049</u>
	Recommended Action:	Approve the tax refund to Candlewood Suites Deer Park.	
	Department:	Finance	
8.		enwood Trails in the amount of \$4,294.80 nted by Harris County Appraisal District.	<u>TAXF</u> <u>15-050</u>
	Recommended Action:	Approve the tax refund to Glenwood Trails.	
	Department:	Finance	
9.	••	by's Restaurants LTD PS in the amount of crease granted by Harris County Appraisal	<u>TAXF</u> <u>15-05</u>
	Recommended Action:	Approve the tax refund to Luby's Restaurants LTD PS.	
	Department:	Finance	
10.	\$823.49 due to the addition	ce Lux and Tina M. Hoop in the amount of of Homestead and Over-65 Exemptions and Harris County Appraisal District.	<u>TAXF</u> <u>15-05</u> 2
	Recommended Action:	Approve the tax refund to Alice Lux and Tina M. Hoop.	
	<u>Department:</u>	Finance	
11.	••	ke Realty Limited Partnership in the amount decrease granted by Harris County Appraisal	<u>TAXF</u> <u>15-05</u>
	Recommended Action:	Approve the tax refund to Duke Realty Limited Partnership	
	Recommended Action.	· + + · · · · · · · · · · · · · · · · ·	-

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City Co	uncil	- FINAL	NOVEMBER 03, 2015
12.		chard Shepherd in the amount of \$690.20 otion granted by Harris County Appraisal	<u>TAXR</u> <u>15-054</u>
	Recommended Action:	Approve the tax refund to Richard Shepherd.	
	<u>Department:</u>	Finance	
13.		ells Fargo Home Mortgage in the amount of s Exemption granted by Harris County	<u>TAXR</u> <u>15-055</u>
	Recommended Action:	Approve the tax refund to Wells Fargo Home Mortgage.	
	<u>Department:</u>	Finance	
14.		opp Gray & Hutcheson LLP in the amount of ecrease granted by Harris County Appraisal	<u>TAXR</u> <u>15-056</u>
	Recommended Action:	Approve the tax refund to Popp Gray & Hutcheson LLP.	
	<u>Department:</u>	Finance	
15.		opp Gray & Hutcheson LLP in the amount of ecrease granted by Harris County Appraisal	<u>TAXR</u> <u>15-057</u>
	Recommended Action:	Approve the tax refund to Popp Gray & Hutcheson LLP.	
	Department:	Finance	
16.	• •	opp Gray & Hutcheson LLP in the amount of crease granted by Harris County Appraisal	<u>TAXR</u> <u>15-058</u>
	Recommended Action:	Approve the tax refund to Popp Gray & Hutcheson LLP.	
	Department:	Finance	
17.		andlewood Suites Deer Park in the amount of ecrease granted by Harris County Appraisal	<u>TAXR</u> <u>15-059</u>
	Recommended Action:	Approve the tax refund to Candlewood Suites Deer Park.	
	<u>Department:</u>	Finance	
18.	••	mple Patel in the amount of \$4,108.33 due to y Harris County Appraisal District.	<u>TAXR</u> <u>15-060</u>
	Recommended Action:	Approve the tax refund to Dimple Patel.	
	<u>Department:</u>	Finance	

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City Council	ıncil - FINAL						
	Cecil Brewer in the amount of \$537.48 due to a ranted by Harris County Appraisal District.	<u>TAXR</u> <u>15-061</u>					
Recommended Action:	Approve the tax refund to Cecil Brewer.						
<u>Departmen</u>	<u>t:</u> Finance						
-	y donation from the East Meadows for the purchase of fitness equipment for their	<u>ACT 15-038</u>					
<u>Recommended Action:</u>	Accept the monetary donation from the East Meadows Association for the purchase of fitness equipment for th park.						
<u>Departmen</u>	t: Parks & Recreation Director Swigert						
<u>Attachmen</u>	ts: 2015 Fitness Equipment Invoice						
	s for lease purchase financing for a new Gradall Street Maintenance Department.	<u>AUT 15-059</u>					
Recommended Action: Authorize lease purchase financing for a new Cradall XI 5100 Executor							

Recommended Action:	Authorize lease purchase financing for a new Gradall XL5100 Excavator for the Street Maintenance Department.
Department:	Finance

### **COMMENTS FROM AUDIENCE**

The Mayor shall call upon those who have registered to address Council in the order registered. There is a five minute time limit . A registration form is available in the Council Chambers and citizens must register by 7:25 p.m.

### **NEW BUSINESS**

**22.** Consideration of and action on an agreement with Cre8 Architects for the professional design services for a new City Hall.

 Recommended Action:
 Staff recommends approval

 Department:
 Public Works

 Attachments:
 DP City Hall Bldg Program 151028

 DP City Hall Estimate 151028
 New City Hall - cre8 Fee Proposal 151028

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AGR 15-043

**City Council** 

23. Consideration of and action on authorization to purchase a Gradall AUT 15-058 XL5100 Excavator for the Street Maintenance Department through the Houston Galveston Area Council Cooperative Purchasing Program. Recommended Action: Approval to purchase a Gradall XL5100 Excavator for the Street Maintenance Department through the Houston Galveston Area Council Cooperative Purchasing Program. Finance Department: Attachments: Gradall - streets 24. Consideration of and action on a resolution of the City Council of the City **RES 15-557** of Deer Park, Texas casting its ballot for the election of a person to the Board of Directors of the Harris County Appraisal District. Recommended Action: It is recommended Council adopt this Resolution to cast its ballot for a person to serve as a member of the Harris County Appraisal District. Department: City Council Resolution on HCAD Board (Nov. 15) Attachments: 25. Consideration of and action on an ordinance amending Schedule B to ORD 15-091 address Solid Waste Fees. **Recommended Action:** Approval of the ordinance amending Schedule B for Solid Waste Fees. Finance Department: Attachments: Commercial Garbage Fees - Ord 2015 (11.03.15) 26. Consideration of and action on an ordinance based on the ORD 15-097 recommendation from the Deer Park Fire Control. Prevention and Emergency Medical Services District for an amendment to the Fiscal Year 2015-2016 Budget. Recommended Action: Approve the ordinance amending the Deer Park Fire Control, Prevention and Emergency Medical Services District Fiscal Year 2015-2016 Budget. Finance **Department:** Attachments: Ord - Amend FCPESMD Budget FY16 27. Consideration of and action on the recommendation from the Planning ORD 15-100 and Zoning Commission and an ordinance calling a Joint Public Hearing on the request of William Patrick & Sheryl Haselbarth to rezone West 1/2 of Lot 45 Deer Park Outlots (601 East Pasadena Boulevard) from Single Family - One (SF-1) to Single Family - Three (SF-3). Recommended Action: Council to call a Joint Public Hearing for December 1, 2015 at 7:30 p.m. City Secretary's Office Department: Attachments: Recommendation Letter -601 E. Pasadena Blvd. Joint Public Hearing-NOT ReZone- 4.99 acre SF-1 to SF-3-10-2015

- FINAL

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**28.** Consideration of and action on authorizing the purchase of one (1) 2016 Frazer ambulance and one (1) 2016 Frazer remount ambulance.

PUR 15-047

 Recommended Action:
 Staff requests and recommends approval for this purchase.

 Attachments:
 Deer Park 9749C - 2016 Ford diesel Frazer.pdf

 Deer Park FD 9744C - 2016 Ford diesel remount.pdf

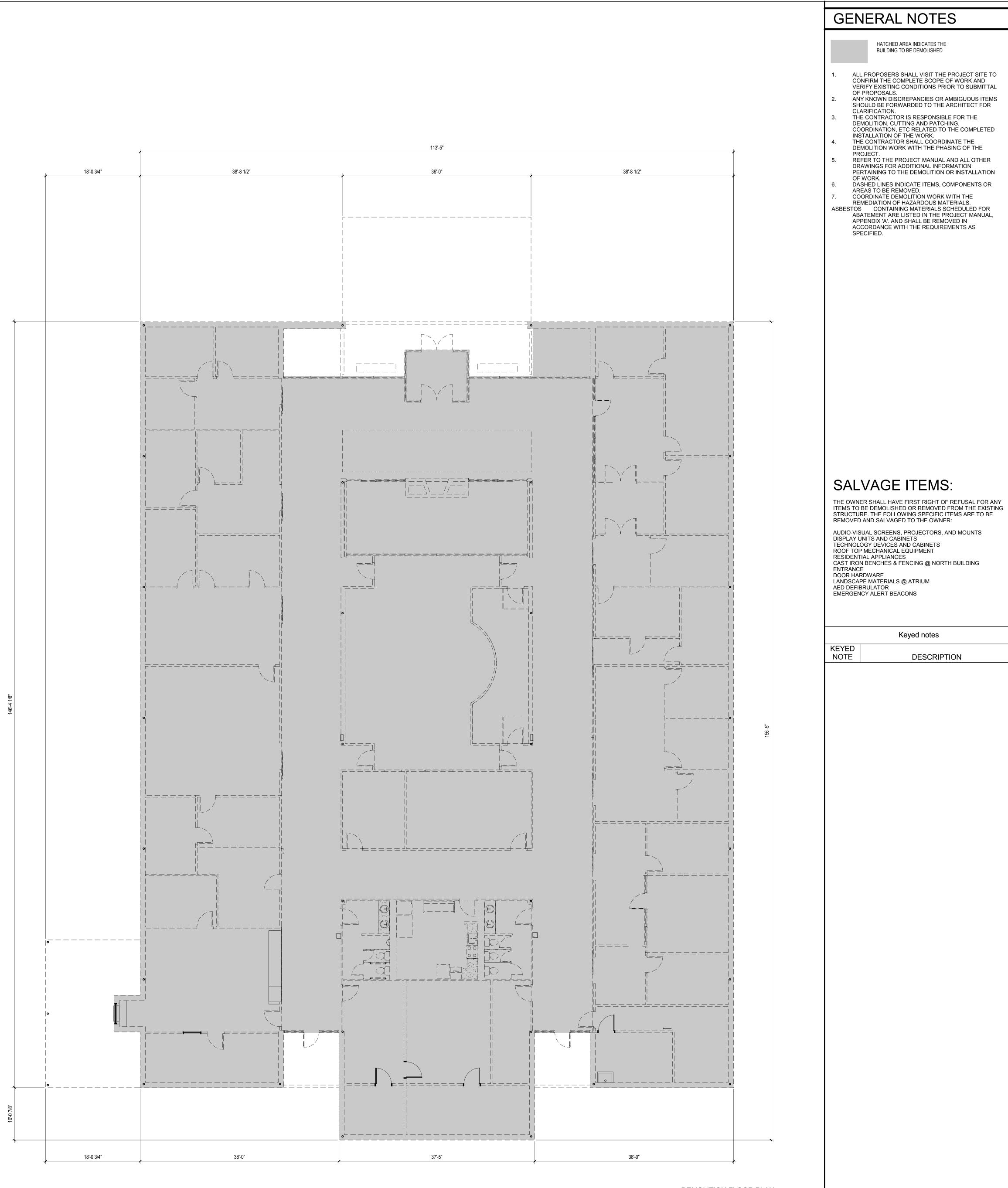
### ADJOURN

Sandra Watkins, TRMC, CMC City Secretary

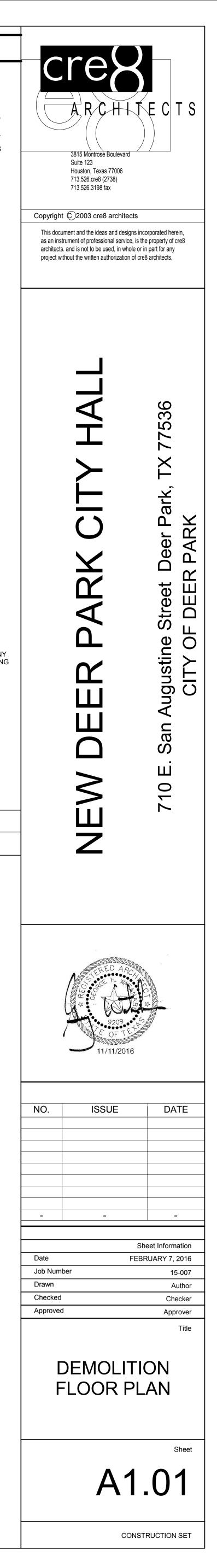
Posted on Bulletin Board October 30, 2015

*City Hall is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 72 hours prior to any meeting. Please contact the City Secretary's office at 281.478.7248 for further information.* 

The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture and unique character.

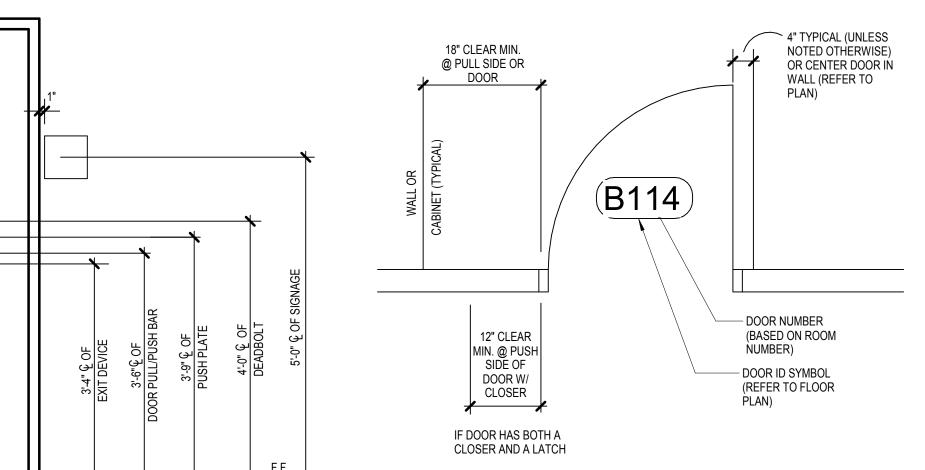


1 DEMOLITION FLOOR PLAN 1/8" = 1'-0"

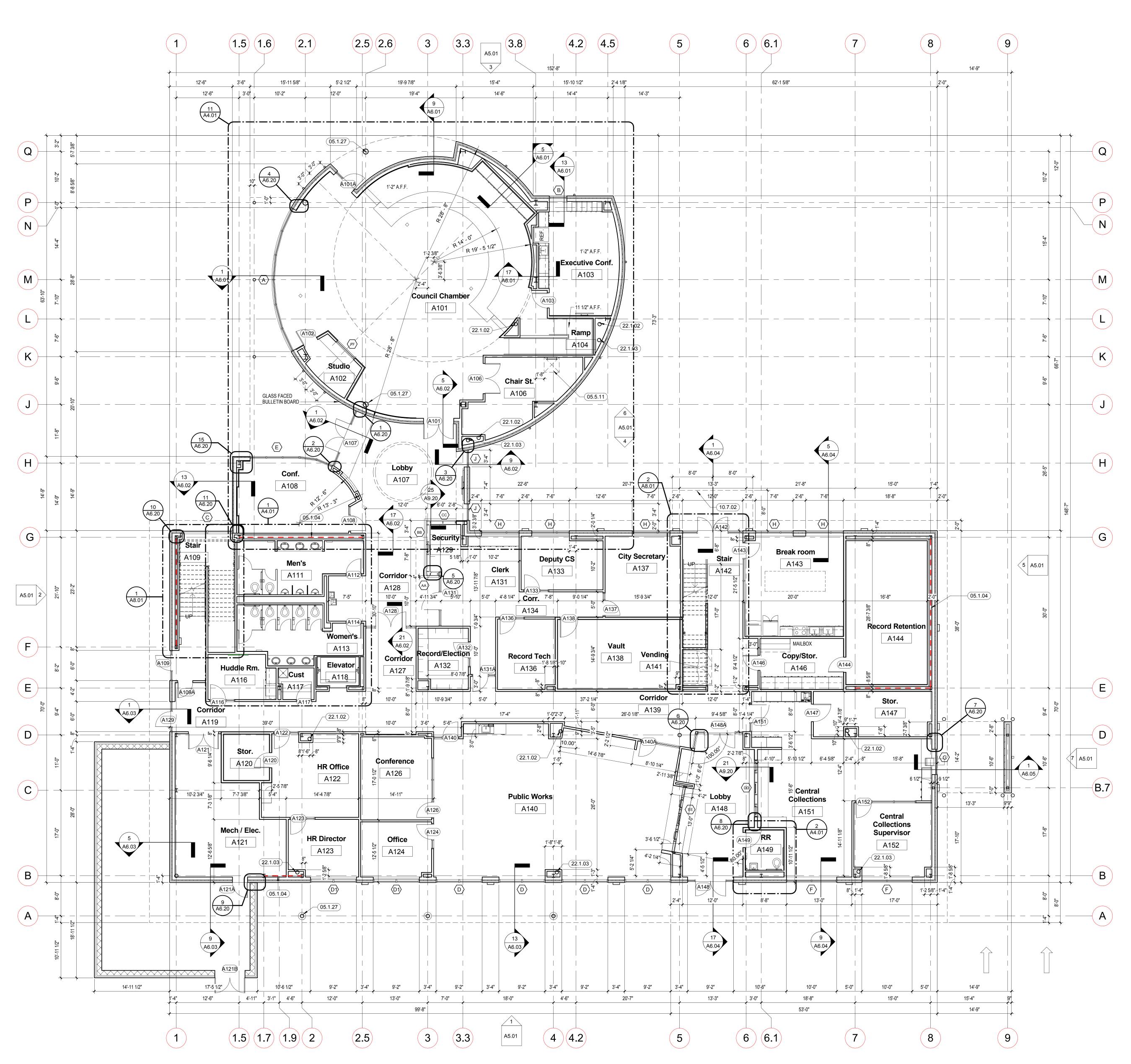


	NOTES TO FINISH/COLOR SCHEDULE	FINISH/COLOR SCHEDULE LEGEND, CONT'D.
creX	GENERAL NOTES 1. ALL NOTES ON THIS SHEET MAY NOT NECESSARILY BE USED.	F - FLOORS       TYPE     MARK MANUFACTURER/COLOR
	2. MANUFACTURER'S NAME AND IDENTIFICATION NUMBERS ARE LISTED AS A MEANS OF ESTABLISHING A STANDARD OF TYPE, FUNCTION, COLOR AND QUALITY. REFER TO SPECIFICATIONS FOR ADDITIONAL MANUFACTURERS AND PROCEDURES. ANY APPROVED MANUFACTURER'S COLORS SHALL	CARPET TILE F-1 MOHAWK 50w45-K9473 MUSTARD SEED HALF-LAP 12" x 36" (METALMOPHIC 955 - ACCENT (25C007)
A R C H I T E C T S	MATCH THOSE LISTED IN THE COLOR SCHEDULE. 3. THE CONTRACTOR SHALL SUBMIT TO THE ARCHITECT A SAMPLE OF ALL FINISH MATERIALS FOR APPROVAL BEFORE MATERIALS ARE APPLIED ON THE	F-1A MOHAWK 50w45-k9470 CAJUN SPICE HALF-LAP 12" x 36" METALMOPHIC 955 - ACCENT (5001C)
3815 Montrose Boulevard	JOB. 4. REFER TO INTERIOR ELEVATIONS FOR ADDITIONAL INFORMATION CONCERNING FINISH MATERIALS AND COLORS. 5. REFER TO FLOOR PATTERN LAYOUTS FOR FLOOR/COLOR SELECTIONS.	TILE 12"X24"F-2DALTILEZFABRIQUEGRIS LINEN P690LVTFIELDF-3MOHAWKMASS APPEAL - MATTER18" X 36"
Suite 123 Houston, Texas 77006 713.526.cre8 (2738) 713.526.3198 fax	<ol> <li>REFER TO FLOOR PATTERN LAYOUTS FOR FLOOR/COLOR SELECTIONS.</li> <li>TRANSITION OF FLOOR FINISH MATERIALS SHALL OCCUR ON THE CENTERLINE OF DOOR.</li> </ol>	917 FERROUS SEE FLR. PATTERN PLAN ACCENT F-3A MOHAWK MASS APPEAL - MATTER 18" X 36"
Copyright C 2003 cre8 architects	PAINTING AND STAINING NOTES	839 PORTOBELLO SEE FLR. PATT. PLAN       CONCRETE       F-4       SEALED CONCRETE
This document and the ideas and designs incorporated herein, as an instrument of professional service, is the property of cre8	<ol> <li>ALL PAINTS SHALL BE SATIN FINISH, UNLESS NOTED OTHERWISE.</li> <li>PAINT A MINIMUM OF 6'-0" X 6'-0" OF EACH PAINT COLOR AT PROJECT SITE FOR OWNER/ARCHITECT APPROVAL PRIOR TO APPLICATION.</li> <li>UNLESS NOTED OTHERWISE, TERMINATE ALL ACCENT PAINTS AT INSIDE</li> </ol>	RUBBERF-5ROPPEP114 LUNAR DUSTLVTF-6MOHAWKMASS APPEAL - MATTER18" X 36"
architects. and is not to be used, in whole or in part for any project without the written authorization of cre8 architects.	<ol> <li>UNLESS NOTED OTHERWISE, TERMINATE ALL ACCENT PAINTS AT INSIDE CORNERS.</li> <li>UNLESS NOTED OTHERWISE, PAINT ANY VENTS, GRILLES, FIRE EXTINGUISHER CABINETS, ETC. THE SAME COLOR AS THE WALL SURFACE ON WHICH THEY</li> </ol>	917 FERROUS WALK-OFF 24" X 24" F-7 MOHAWK TUFF STUFF II - STEP IN STYLE II COBALT 955 QUARTER TURN
	<ul> <li>OCCUR.</li> <li>UNLESS NOTED OTHERWISE, PAINT ALL VISION PANEL FRAMES IN INTERIOR DOORS TO MATCH FRAME COLOR.</li> <li>ANNT ALL UNDESIGNATED CYPSUM BOADD CEILINGS D.2. UNLESS NOTED</li> </ul>	B - BASE
	<ol> <li>PAINT ALL UNDESIGNATED GYPSUM BOARD CEILINGS P-2, UNLESS NOTED OTHERWISE.</li> <li>ACCESS PANELS SHALL BE PAINTED THE SAME COLOR AS THE ADJACENT SURFACE ON WHICH THEY OCCUR.</li> </ol>	TYPE MARK MANUFACTURER/COLOR
	<ol> <li>UNLESS NOTED OTHERWISE, REVEALS SHALL BE ALUMINUM FINISH.</li> <li>UNLESS NOTED OTHERWISE, PAINT INTERIOR H.M. DOOR FRAMES P-1.</li> <li>UNLESS NOTED OTHERWISE, PAINT EXTERIOR H.M. DOOR ANF FRAMES P-6.</li> </ol>	RUBBERB-14" HIGHP114 LUNAR DUSTTILE 12" X 24"B-2DALTILEFABRIQUEGRIS LINEN P690 (LIGHT POLISHED)
	<ol> <li>PAINT ALL EXTERIOR ELECTRICAL PANELS, MEP CONDUIT, DOWNSPOUTS TO MATCH ADJACENT BRICK OR PLASTER COLOR.</li> <li>STAIN COLOR AT WOOD MILLWORK/FINISH CARPENTRY SHALL BE S-1 U.O.N.</li> <li>PROVIDE 4" HIGH (U.O.N.) WOOD BASE AT ALL WOOD MILLWORK. BASE COLOR</li> </ol>	WOOD/MDFB-34" HIGHSTAINED WALNUT TO MATCH STAIN FINISH S-1WOODB-44" HIGHSTAINED FINISH CARPENTRY S-1
	TO MATCH MILLWORK FINISH. 14. PROVIDE 4" HIGH (U.O.N.) WOOD BASE AT DESIGNATED LOCATIONS. REFER TO FINISH SCHEDULE AND INTERIOR ELEVATIONS FOR ADDITIONAL INFORMATION. COLOR TO MATCH MILLWORK FINISH.	C - CEILING
236 <b>JA</b>	SOLID SURFACING NOTES	TYPE     MARK     MANUFACTURER/COLOR       CEILING     C-1     ARMSTRONG     24"X24" ACOUSTICAL PANEL - FINE FISSURED.
	1. SOLID SURFACING COLOR SHALL BE SS-1 AT THE FOLLOWING LOCATIONS: RESTROOM A103, A143, A211 AND A221 ROOM A111, A113, A140, A149, A151, A204 AND A206	CEILING C-2 PAINTED GYPSUM BOARD
	2. SOLID SURFACING COLOR SHALL BE SS-2 AT THE FOLLOWING LOCATIONS: ROOM A103	CEILING     C-3     EPOXY PAINTED GYPSUM BOARD       CEILING     C-4     EXPOSED STRUCTURE (PTD.)
ark, H		STRETCHED FABRIC CEILING C-5 CLIPSO 705 S 001 BLANC OPTIQUE
	PLASTIC LAMINATE NOTES	CEILING C-6 ARMSTRONG 24"X24" ACOUSTICAL PANEL - FINE FISSURED FIRE GUARD WT - WALL TILE
PARK O	1. PLASTIC LAMINATE MILLWORK: -VERTICAL FACES - PL-2 U.O.N.	TYPE MARK MANUFACTURER/COLOR
	-HORIZONTAL SURFACES/COUNTERS - PL-1 U.O.N. 2. LINER PANEL COLOR AT CLOSED CABINETRY SHALL BE WHITE. 3. INTERIOR AND SHELF SURFACES OF OPEN PLASTIC LAMINATE MILLWORK UNITS SH	PORCELAIN WT-1 DALTILE FABRIQUE 12X24 GRIS LINEN P690 (LIGHT POLISHED)
Street DEEL	MATCH THE COLOR OF THE EXTERIOR LAWINATE.	GR - GROUT
	METAL NOTES         1.       ALL EXTERIOR ALUMINUM STOREFRONT WINDOW AND DOOR FRAMES SHALL BE CLEAR ANODIZED FINISH WITH INSULATED IMPACT RESISTANT GLASS, UNLESS	TYPE       MARK       MANUFACTURER/COLOR         FLOOR       GR-1       CUSTOM BUILDING PRODUCTS       #386 OYSTER GRAY
	<ul> <li>NOTED OTHERWISE.</li> <li>2. ALL INTERIOR WINDOW AND DOOR FRAMES SHALL BE PAINTED HOLLOW METAL FINISH UNLESS NOTED OTHERWISE.</li> </ul>	WALL GR-2 CUSTOM BUILDING PRODUCTS #386 OYSTER GRAY
	<ol> <li>EXTERIOR FLASHING, COPINGS, GUTTERS, DOWNSPOUTS, WALL PANELS, ETC. SHALL BE MC-1 UNLESS NOTED OTHERWISE.</li> <li>FINISH HARDWARE SHALL BE SATIN ALUMINUM, UNLESS NOTED OTHERWISE.</li> </ol>	P - PAINT       TYPE       MARK       MARK
	CONCRETE AND MASONRY NOTES	FIELDP-1SHERWIN WILLIAMSWHITE DUCK SW 7010CEILINGP-2SHERWIN WILLIAMSTOQUE WHITE SW 7003
	1. ALL CONCRETE FLOORS THAT ARE NOT SCHEDULED TO RECEIVE A FLOOR FINISH SHALL BE SEALED.	ACCENT P-3 NOT USED ACCENT P-4 SHERWIN WILLIAMS HUBBARD SQUASH SW 0044
	CEILING NOTES	GYP. BD. CEILING ACCENT P-5 SHERWIN WILLIAMS ANTIQUARIAN BROWN SW 0045
	<ol> <li>UNLESS NOTED OTHERWISE, CEILING GRID SHALL BE WHITE.</li> <li>REFER TO REFLECTED CEILING PLAN FOR ADDITIONAL INFORMATION CONCERNING CEILING HEIGHT AND FINISH.</li> </ol>	WOOD VEENER REVEAL ACCENT P-6 SHERWIN WILLIAMS BRICK PAVER SW 7599 (EXT. HM DOOR)
	CONCERNING CEILING HEIGHT AND FINISH.	
	WALLCOVERING NOTES         1.       TERMINATE ALL VINYL WALLCOVERING ON INSIDE CORNERS ONLY.	S - STAIN (WOOD VENEER AT DOOR AND MILLWORK)
		TYPE     MARK     MANUFACTURER/COLOR       STAIN     S-1     MATCH 9-WOOD WALNUT VENEER WITH STAIN FINISH 9W-1353 (SATIN)
		WC - WALLCOVERING
MANDER	FINISH/COLOR SCHEDULE LEGEND	
SS RE H. My	WS - WINDOW SHADE AND HB - HORIZONTAL BLIND         TYPE       MARK MANUFACTURER/COLOR	VINYL WC-1 TRIKES TOWER CHESSIE CORN SILK TR-CH-14 VINYL WC-2 TRIKES TOWER CHESSIE SPANIARDS TANGO
	FIELDWS-1MECHOSHADE SYSTEMSTHERMOVEIL 1513 GREYHBHB-1BALIALUMINUM 304	WD - WOOD WALL PANELING         TYPE       MARK_MANUFACTURER/COLOR
9209 FOFTET COFTET		VENEER WD-1 9-WOOD WALNUT VENEER WITH STAIN FINISH 9W-1353 (SATIN)
11/11/2016		PL - PLASTIC LAMINATE
	EC - ELEVATOR CAB         TYPE       MARK MANUFACTURER/COLOR	TYPE     MARK     MANUFACTURER/COLOR       PLAM (COUNTER)     PL-1     WILSONART     PREMIUM AEON
RevisionIssueDate2ADDENDUM 022016.12.05	WALLEC-1P.LAM. (PL-1)FLOORF-3PATCRAFTMIXED MATERIALSPEWTER 00570	SATIN STAINLESS 4830K-18 PLAM (VERTICAL) PL-2 WILSONART PREMIUM AEON
	DOOR/PANEL EC-3 STAINLESS STEEL	COSMIC STRANDZ 4941K-18 TP - TOILET PARTITION
	MB - MARKER & TB - TACK BOARD	TYPE     MARK     MANUFACTURER/COLOR       SOLID PLASTIC     TP-1     SCRANTON     NICKEL     HAMMERED
	TYPE MARK MANUFACTURER/COLOR	SOLID PLASTIC TP-T SCRANTON NICKEL HAMMERED SS - SOLID SURFACING
 Sheet Information	MARKERBOARD MB CLARIDGE - WHITE TACKBOARD TB CLARIDGE - SLATE GRAY C623	TYPE     MARK     MANUFACTURER/COLOR       COUNTERTOP     SS-1     SILESTONE BY CONSENTINO
DateFEBRUARY 7, 2016Job Number15-007		GROUP ZERO GREY EXPO COUNTERTOP SS-2 SILESTONE BY CONSENTINO
Drawn ZH Checked Checker	BR - BRICK/MASONRY         TYPE       MARK MANUFACTURER/COLOR	GROUP ZERO BLANCO MAPLE (ROOM A103)
Approved Approver Title	KING SIZE BR-1 ACME - DTP 155 VILLAGE VELOUR FACE BRICK MORTAR: TBD	
LEVEL 01 FINISH	ALUMINUM CANOPY	WP - WALL PANEL         TYPE       MARK_MANUFACTURER/COLOR
SCHEDULE, DOOR	TYPE     MARK     MANUFACTURER/COLOR       DECK     PC-1     CLEAR ANODIZED	ACOUSTICAL WP-1 GUILFORD OF MAINE SHORELINE 3024 SUNSET 020
SCHED. & NOTES	FASCIA PC-2 CLEAR ANODIZED STRUCTURE PC-3 CLEAR ANODIZED	
	TYPE     MARK     MANUFACTURER/COLOR       FASCIA     M-1     BERRIDGE     PARCHMENT	
A2.01 SCH		
CONSTRUCTION SET		

HEDULE	FINISH/COLOR SCHEDULE LEGEND, CONT'D.				ROC	OM FINISH S	CHEDULE -	LEVEL 01								DOOR	SCHEDUI	LE - LEVE	EL 01					
	F - FLOORS	Numbe	er Name	Floor Finish	Base Finis	sh North	Wa South	Il Finish East	West	Ceiling Finish	Note			Door	Door					Frame				
Y BE USED. MBERS ARE LISTED AS A FUNCTION, COLOR AND ONAL MANUFACTURERS	TYPE     MARK     MANUFACTURER/COLOR       CARPET TILE     F-1     MOHAWK     50w45-K9473 MUSTARD SEED HALF-LAP       12" x 36"     METALMOPHIC 955 - ACCENT (25C007)		Council	F-1	B-1/B-3	WD/P-1	WD/P-1	WD/P-1	WD/P-1	C-2/C-5	NOTES 1, 2, 3,	Construct Mark n Type		Height al		Door Fire Finish Rating		rame 「ype Fra	ame Material	Frame Finish	Jamb Detail	Head Detail	NOTE	Glazing Type
RER'S COLORS SHALL	F-1A MOHAWK 50w45-k9470 CAJUN SPICE HALF-LAP 12" x 36" KETALMOPHIC 955 - ACCENT (5001C)	A102	Chamber Studio	F-1	B-1	P-1	P-1	P-1	P-1	C-1	4, 8	A101 FP	6' - 0"	8' - 10" SCW	0' - 1 3/4"	PRE-FIN 45 MIN	111 02	: HM	1 PA	AINT	9/A9.20	10/A9.20	NOTE 1	
RIALS ARE APPLIED ON THE	TILE 12"X24" F-2 DALTILE 2 FABRIQUE GRIS LINEN P690	A103 A104	Executive Conf. Ramp	F-1 F-1	B-3 B-3	P-1 P-1	WD P-1	P-1 P-1	WC-2 P-1	C-1 C-1	NOTES 1, 2 NOTE 1	A101A FG	3' - 0"	7' - 0" ALUM	I 0' - 1 3/4"	PRE-FIN	2 24	AL	UM PR	RE-FIN	3/A9.20	15/A6.04 SIM	NOTE 1	CIIR
COLOR SELECTIONS. DCCUR ON THE CENTERLINE	LVT FIELD F-3 MOHAWK MASS APPEAL - MATTER 18" X 36" 917 FERROUS SEE FLR. PATTERN PLAN	A106 A107	Chair St. Lobby	F-6 F-3/F-3A/F-7	B-1 B-1	P-1 BR-1	P-1 WD/WC-1	P-1 BR-1	P-1 WC-1	C-1 C-1/C-2	NOTES 1, 3, 4, 7	A102 F	3' - 0"	8' - 10" SCW D	0' - 1 3/4"	PRE-FIN	103 01	HM	1 PA	AINT	13/A9.20	13/A9.20		
	ACCENT F-3A MOHAWK MASS APPEAL - MATTER 18" X 36" 839 PORTOBELLO SEE FLR. PATT. PLAN	A108 A109	Conf. Stair	F-1A F-1A/F-5	B-3 B-1	WC-1 P-1	WC-1 WC-1	WC-1 WC-1	WD P-5	C-1 C-1/C-2	NOTES 1, 3 NOTE 1	A103 F	3' - 0"	8' - 10" SCW D	0' - 1 3/4"	PAINT	103 01	HM	1 PA	AINT	13/A9.20	13/A9.20		
D OTHERWISE.	CONCRETEF-4SEALED CONCRETERUBBERF-5ROPPEP114 LUNAR DUST	A111 A113	Men's Women's	F-2 F-2	B-2 B-2	WT-1/P-1 WT-1/P-1	WT-1/P-1 WT-1/P-1	WT-1/P-1 WT-1/P-1	WT-1/P-1 WT-1/P-1	C-3 C-3	NOTES 1, 3, 5 NOTES 1, 3, 5	A106 FP	6' - 0"	8' - 10" SCW D	0' - 1 3/4"	PRE-FIN	114 02	: HM	1 PA	AINT	4/A9.20	4/A9.20		
DLOR AT PROJECT SITE FOR TION. ENT PAINTS AT INSIDE	LVT F-6 MOHAWK MASS APPEAL - MATTER 18" X 36" 917 FERROUS	A116 A117	Huddle Rm. Cust	F-1A F-6	B-1 B-1	WC-1 P-1	WC-1 P-1	WC-1 P-1	WC-1 P-1	C-1 C-1	NOTES 5, 6	A107 FGP A108 FG1		7' - 0" ALUM 8' - 10" SCW			1 20 103 03			RE-FIN	1&2/A6.20 4/A9.20	1/A6.02 4 & 5/A9.20	NOTE 1	CIIR CT
RILLES, FIRE EXTINGUISHER JRFACE ON WHICH THEY	WALK-OFF 24" X 24" F-7 MOHAWK TUFF STUFF II - STEP IN STYLE II COBALT 955 QUARTER TURN	A118 A119	Elevator Corridor	F-1A F-1A	SS B-1	EC-1 WC-1	EC-3 WC-1	EC-1 WC-1	EC-1 P-5	MANUFAC	D. NOTES 1, 3, 7	A109 FG	3' - 0"	D 7' - 0" ALUM	I 0' - 1 3/4"	PRE-FIN	4 21	AL	UM PR	RE-FIN	3/A9.20	13/A6.02		CIIR
NEL FRAMES IN INTERIOR GS P-2, UNLESS NOTED	B - BASE	A120 A121	Stor. Mech / Elec.	F-6 F-4	B-1 B-1	P-1 P-1	P-1 P-1	P-1 P-1	P-1 P-1	C-6 C-4		A109A F	3' - 0"	8' - 10" SCW D	0' - 1 3/4"	PRE-FIN 45 MIN	110 01	HM	1 PA	AINT	4/A9.20	4/A9.20		
LOR AS THE ADJACENT	TYPE MARK MANUFACTURER/COLOR	A122 A123	HR Office HR Director	F-1A F-1A	B-1 B-1	P-1 WC-1	P-1 P-1	P-1 WC-1	P-1 WC-1	C-1 C-1		A112 F	3' - 0"	8' - 10" SCW D	0' - 1 3/4"	PRE-FIN	112 01	HM		AINT	4/A9.20	4/A9.20		
LUMINUM FINISH. DOOR FRAMES P-1. . DOOR ANF FRAMES P-6.	RUBBERB-14" HIGHP114 LUNAR DUSTTILE 12" X 24"B-2DALTILEFABRIQUEGRIS LINEN P690 (LIGHT POLISHED)		Office Conference	F-1A F-1A	B-1 B-1	P-1	P-1 P-1	P-1 P-1	P-1 P-5	C-1 C-1		A114 F		8' - 10" SCW D			112 01					4/A9.20		
ONDUIT, DOWNSPOUTS TO ITRY SHALL BE S-1 U.O.N. D MILLWORK. BASE COLOR	WOOD/MDFB-34" HIGHSTAINED WALNUT TO MATCH STAIN FINISH S-1WOODB-44" HIGHSTAINED FINISH CARPENTRY S-1	A127 A128	Corridor Corridor	F-1A F-3/F-3A	B-1 B-1		WD WC-1/WC-	WC-2 2 WC-1/WD-	WC-1	C-1/C-2	NOTES 1, 3, 4, 7 NOTES 1, 3, 4, 7	A116 FG1		8' - 10" SCW D			103 07				4/A9.20	4 & 5/A9.20		
TED LOCATIONS. REFER TO ADDITIONAL INFORMATION.	WOOD B-4 4" HIGH STAINED FINISH CARPENTRY S-1	A129	Security	F-1A	B-1	WC-1	/P-1 WC-1	1 WC-1	1 WC-1	C-1	NOTE 2	A117 F A120 F		8' - 10" SCW D			106 01 105 01				4/A9.20 4/A9.20	4/A9.20 4/A9.20		
ADDITIONAL INFORMATION.	TYPE MARK MANUFACTURER/COLOR	A131	Clerk	F-1A	B-1	P-1	WC-1/WC-		WC-1/WC-2		NOTE 2	A120 F A121 FP		8' - 10" SCW			109 02				4/A9.20		NOTE 1	
FOLLOWING LOCATIONS:	CEILINGC-1ARMSTRONG24"X24" ACOUSTICAL PANEL - FINE FISSURED.CEILINGC-2PAINTED GYPSUM BOARD	A132 A133	Record/Election Deputy CS	F-1A F-1A	B-1 B-1	P-1 P-1	P-1 WC-1	P-1 WC-1	P-1 WC-1	C-1 C-1	NOTE 2	A121   F A121A F		D	0' - 1 3/4"		6 01	HM			9/A9.20		NOTE 1	
	CEILING C-2 PAINTED GYPSUM BOARD CEILING C-3 EPOXY PAINTED GYPSUM BOARD	A134 A136	Corr. Record Tech	F-1A F-1A	B-1 B-1	WC-1 P-1	WC-1 P-1	WC-1 P-1	 P-1	C-1 C-1		A121B FP A122 FG1	6' - 0"		0' - 1 3/4"	PRE-FIN	5 02 102 07	: HM	1 PA	AINT	11/A9.20	12/A9.20 4 & 5/A9.20		СТ
FOLLOWING LOCATIONS:	CEILING C-4 EXPOSED STRUCTURE (PTD.)	A137 A138	City Secretary	F-1A F-6	B-1 B-1	P-1	WC-1 P-1	WC-1 P-1	WC-1 P-1	C-1 C-6	NOTE 2	A123 FG1		8' - 10" SCW			104 07					4 & 5/A9.20		СТ
	FABRIC CEILING C-5 CLIPSO 705 S 001 BLANC OPTIQUE	A139	Corridor Public Works	F-0 F-1A F-1A	B-1 B-1 B-1	WC-1 P-1	WC-1/WC-	2 WC-1 P-1	P-1  P-1	C-0 C-1/C-2 C-1	NOTES 1, 3, 4, 7 NOTE 2	A123 FG1		8' - 10" SCW			104 07				4/A9.20	4 & 5/A9.20		СТ
	CEILING C-6 ARMSTRONG 24"X24" ACOUSTICAL PANEL - FINE FISSURED FIRE GUARD WT - WALL TILE	A140 A141 A142	Vending	F-1A F-3/F-3A F-3/F-3A/F-7	B-1	P-1 WC-1	WC-1 WC-1	P-1  WC-2	WC-1 WC-1	C-1 C-2 C-1/C-2	NOTE 2 NOTES 1, 3, 4, 7	A124 FG1		8' - 10" SCW			103 10				4/A9.20	4 & 5/A9.20		СТ
-	TYPE MARK MANUFACTURER/COLOR	A143		F-3/F-3A/F-7	B-1 B-1	P-1 P-1	P-1	P-5	P-1	C-1	NOTES 1, 3, 4, 7 NOTES 2, 4	A128 FGP		D 8' - 10" SCW			100 05				4/A9.20		NOTES 1,	SG
J.O.N. BE WHITE.	PORCELAIN WT-1 DALTILE FABRIQUE 12X24 GRIS LINEN P690 (LIGHT POLISHED)	A144	Record Retention	Г- <b>b</b>	в-1 р 1	P-1	P-1	P-1	P-1	C-6		A129 FG		7' - 0" ALUM			2 21	ALU		RE-FIN	3/A9.20		2 NOTE 1	CIIR
LAWIINATE WILLWORK UNITS SHA	BLANC LINEN P685 (LIGHT POLISHED)12X24	A146 A147	Copy/Stor. Stor.	F-0 F-6	B-1 B-1	P-1 P-1	P-1 P-1 P-1	P-1 P-1	P-1 P-1	C-1 C-1	NOTE 2	A131 FG1	3' - 6"	8' - 10" SCW D	0' - 1 3/4"	PRE-FIN	101 04		1 PA	AINT	5/A9.20		NOTES 1, 2	SG
	GR - GROUT       TYPE     MARK MANUFACTURER/COLOR	A148 A149	Lobby RR	F-3/F-3A/F-7 F-2	B-2		WT-1/P-1	WC-1 WT-1/P-1	WC-1 WT-1/P-1	C-1/C-2 C-2	NOTES 1, 3, 4, 7 NOTES 1, 3, 5	A131A FG1		8' - 10" SCW D			102 07			AINT	4/A9.20		NOTE 1	СТ
AND DOOR FRAMES SHALL BE RESISTANT GLASS, UNLESS	FLOOR GR-1 CUSTOM BUILDING PRODUCTS #386 OYSTER GRAY	A151	Central Collections	F-1A	B-1	P-1	P-1	P-1	P-1	C-1	NOTE 2	A132 FG1		8' - 10" SCW D			104 07			AINT	4/A9.20	4 & 5/A9.20		СТ
BE PAINTED HOLLOW METAL	WALL GR-2 CUSTOM BUILDING PRODUCTS #386 OYSTER GRAY	A152	Central Collections Supervisor	F-1A	B-1	WC-1	P-1	P-1	WC-1	C-1		A133 FG		8' - 10" SCW D			104 07					4 & 5/A9.20		СТ
ILESS NOTED OTHERWISE.	TYPE MARK MANUFACTURER/COLOR											A136 FG1		8' - 10" SCW D			104 07				4/A9.20	4 & 5/A9.20		СТ
	FIELDP-1SHERWIN WILLIAMSWHITE DUCK SW 7010CEILINGP-2SHERWIN WILLIAMSTOQUE WHITE SW 7003	FINISH S	CHEDULE NOTES									A137 FG1		8' - 10" SCW D			104 06				4/A9.20 4/A9.20	4 & 5/A9.20	NOTE 1	СТ
D TO RECEIVE A FLOOR	ACCENT P-3 NOT USED											A130 A140 FG1		8' - 10" SCW D 8' - 10" SCW			102 01 102 07				4/A9.20		NOTE 1	СТ
			FINISHES IN VESTIBULE FINISHES AS THE ADJA									A140A FG1		8' - 10" SCW			102 08				4/A9.20		NOTE 1	СТ
. BE WHITE.	ACCENT P-5 SHERWIN WILLIAMS ANTIQUARIAN BROWN SW 0045 WOOD VEENER REVEAL		OR FINISH SCHEDULE				ARILY BE USED	ON THIS SHEET	-			A142 FGP		7' - 0" ALUM			3 23				3/A9.20		NOTE 1	CIIR
DNAL INFORMATION	ACCENT P-6 SHERWIN WILLIAMS BRICK PAVER SW 7599 (EXT. HM DOOR)	2. F 3. F	REFER TO CASEWORK REFER TO FLOOR PATT REFER TO REFLECTED	//MILLWORK ELEVA TERN PLAN FOR AL	TIONS FOR AI	dditional info Formation.						A143 FG1		8' - 10" SCW D			103 10			AINT	4/A9.20	4/A9.20		СТ
		5. E 6. F A.F.F.	EPOXY PAINT AT WALL PROVIDE 4'-0" FRP PAN	.S. IEL WAINSCOT (FR	P-1) AT FLOOF	R MOUNTED MC		COT TO BE WID	TH OF SINK AT	EACH WALL ANI	D EXTEND TO 48"	A144 F	3' - 0"	8' - 10" SCW D	0' - 1 3/4"	PRE-FIN 90 MIN	113 01	HM	1 PA	AINT	4/A9.20	4/A9.20	NOTE 1	
CORNERS ONLY.	S - STAIN (WOOD VENEER AT DOOR AND MILLWORK)		PROVIDE PLASTIC COR PROVIDE METAL TRIM									A146 F	3' - 0"	8' - 10" SCW D	0' - 1 3/4"	PRE-FIN	103 01	HM	1 PA	AINT	4/A9.20	4/A9.20		
JURNERS UNLT.	TYPE     MARK     MANUFACTURER/COLOR       STAIN     S-1     MATCH 9-WOOD WALNUT VENEER											A147	3' - 6"	8' - 10" SCW D	0' - 1 3/4"	PRE-FIN	106 01	HM		AINT	4/A9.20	4/A9.20		
	WITH STAIN FINISH 9W-1353 (SATIN)											A148 FGP A148A FGP		7' - 0" ALUM 8' - 10" SCW			12210009				3/A9.20 4/A9.20,		NOTE 1 NOTES 1,	CIIR SG
EGEND	WC - WALLCOVERING         TYPE       MARK MANUFACTURER/COLOR											A149 F	3' - 0"	D 8' - 10" SCW	0' - 1 3/4"	PRE-FIN	107 01	HM	1 PA		6/A6.20 4/A9.20	4/A9.20	2	
	VINYL WC-1 TRIKES TOWER CHESSIE CORN SILK TR-CH-14											A151 FG1	3' - 6"	B' - 10" SCW	0' - 1 3/4"	PRE-FIN	102 07	A HM	1 PA	AINT	4/A9.20	4/A9.20	NOTE 1	СТ
	VINYL WC-2 TRIKES TOWER CHESSIE SPANIARDS TANGO	TR-CH-09										A152 FG1	3' - 0"	8' - 10" SCW	0' - 1 3/4"	PRE-FIN	104 10	HM	1 PA	AINT	4/A9.20	4 & 5/A9.20		СТ
ERMOVEIL 1513 GREY	WD - WOOD WALL PANELING         TYPE       MARK MANUFACTURER/COLOR											DOOR SCHEDULE GE	NERAL NOTES	6: D										
	VENEER WD-1 9-WOOD WALNUT VENEER WITH STAIN FINISH 9W-1353 (SATIN)											1) REFER TO SH	EET A9.11 FOF	R DOOR AND FRA BE STAINED (S-1		PICAL.		LEGEND: SG CT	SECURITY GL CLEAR TEMPI					
	PL - PLASTIC LAMINATE											DOOR SCHEDULE NO	TES:	,				CIIR FV PLAM	CLEAR INSUL FIELD VERIFY PLASTIC LAM	ATED IMPAC ( IINATE FINISH	T RESISTANT G	GLASS		
	TYPE MARK MANUFACTURER/COLOR											<ol> <li>CARD READER</li> <li>REMOTE PUSH</li> </ol>		CESS				PRE-FIN ALUM HM	PRE-FINISHEI ALUMINUM HOLLOW MET	D FAL				
	PLAM (COUNTER) PL-1 WILSONART PREMIUM AEON SATIN STAINLESS 4830K-18																	SCWD	SOLID CORE		2			
PEWTER 00570	PLAM (VERTICAL) PL-2 WILSONART PREMIUM AEON COSMIC STRANDZ 4941K-18																							
	TYPE     MARK     MANUFACTURER/COLOR       SOLID PLASTIC     TP-1     SCRANTON     NICKEL								GEINE	KAL N	IOTES													
	SS - SOLID SURFACING			6"	4/0"				1. HOLLC	W METAL FRAM	IES AT MASONRY OPENII	IGS SHALL BE FULLY GR	OUTED.											
-	TYPE MARK MANUFACTURER/COLOR		OOM NUMBER - 1" RAISED ACRYLIC HITE - HELVETICA	1/2"	1/2"						1ES SHALL BE FIELD PAN ALL BE VERIFIED WITH PL													
	COUNTERTOP SS-1 SILESTONE BY CONSENTINO GROUP ZERO GREY EXPO		MEDIUM 🔸	B101	σ	PLASTIC L COLOR (PI	L-X)				ALL BE VERIFIED WITH PL W FOR HARDWARE MOU		UTICATION.											
	COUNTERTOP SS-2 SILESTONE BY CONSENTINO GROUP ZERO BLANCO MAPLE (ROOM A103)		٥			BRAILLE N RAISED PLASTIC L		I			57							/						
		1/2"	OM DESIGNATION -RAISED ACRYLIC ACK - HELVETICA			COLOR (PI								18" CLEAR MIN @ PULL SIDE OF		**	4" TYPICAL NOTED OTH OR CENTER WALL (DEE)	HERWISE) R DOOR IN						
			MEDIUM	SIGNAGE TYP	E A	CHANGAB	II F							DOOR	-*		WALL (REF PLAN)	ERIO						
	WP - WALL PANEL         TYPE       MARK MANUFACTURER/COLOR			6"	1/2"->	NAME SLC	T					<b>\</b>		ICAL)										
	ACOUSTICAL WP-1 GUILFORD OF MAINE SHORELINE 3024 SUNSET 020			+		-						ľ		VET (TYP	/ (i	B114)								
			RAISED ACRYLIC									<u>→</u>		CABIN										
		F			<b>,</b> .							AGE												
		1/	2"-RAISED ACRYLIC HELVETICA MEDIUM		ō	~					BAR	TE LT OF SIGN												
			BRAILLE	RESTROC	DM N						<u>" € OF</u> DEVICE 5"€ OF LL/PUSH	<u>3'-9' € OF</u> JSH PLAT JSH PLAT <u>JEADBOI</u> <u>5'-0' €</u> 5'-0' €		12" CLE/ MIN. @ PI SIDE O	USH F		ED ON ROOM BER) R ID SYMBOL							
			RAISED	SIGNAGE TYP	PE B	<b>-</b>					3'4" & EXIT DE 3'6" & 3'6" &			DOOR V CLOSE	R	(REF PLAN	ER TO FLOOR							
														IF DOOR HAS CLOSER AND										
									1			<b>-k k F.F. k</b>												







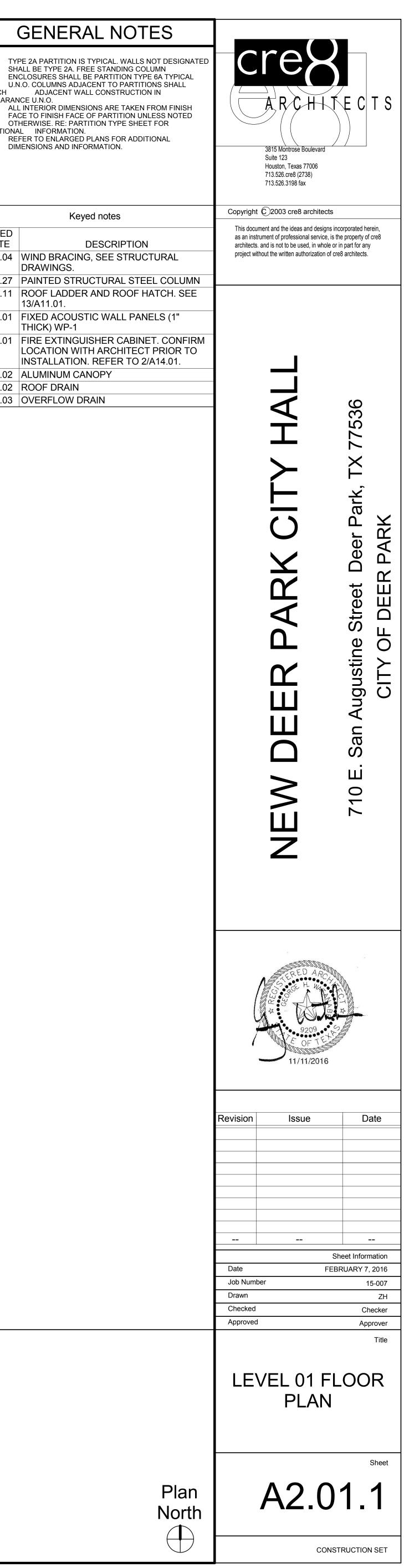
U.N.O. COLUMNS ADJACENT TO PARTITIONS SHALL MATCH ADJACENT WALL CONSTRUCTION IN APPEARANCE U.N.O. 2. ALL INTERIOR DIMENSIONS ARE TAKEN FROM FINISH FACE TO FINISH FACE OF PARTITION UNLESS NOTED OTHERWISE. RE: PARTITION TYPE SHEET FOR ADDITIONAL INFORMATION. 3. REFER TO ENLARGED PLANS FOR ADDITIONAL DIMENSIONS AND INFORMATION. Keyed notes KEYED NOTE DESCRIPTION 05.1.04 WIND BRACING, SEE STRUCTURAL DRAWINGS. 05.1.27 PAINTED STRUCTURAL STEEL COLUMN 05.5.11 ROOF LADDER AND ROOF HATCH. SEE 13/A11.01. 09.8.01 FIXED ACOUSTIC WALL PANELS (1"

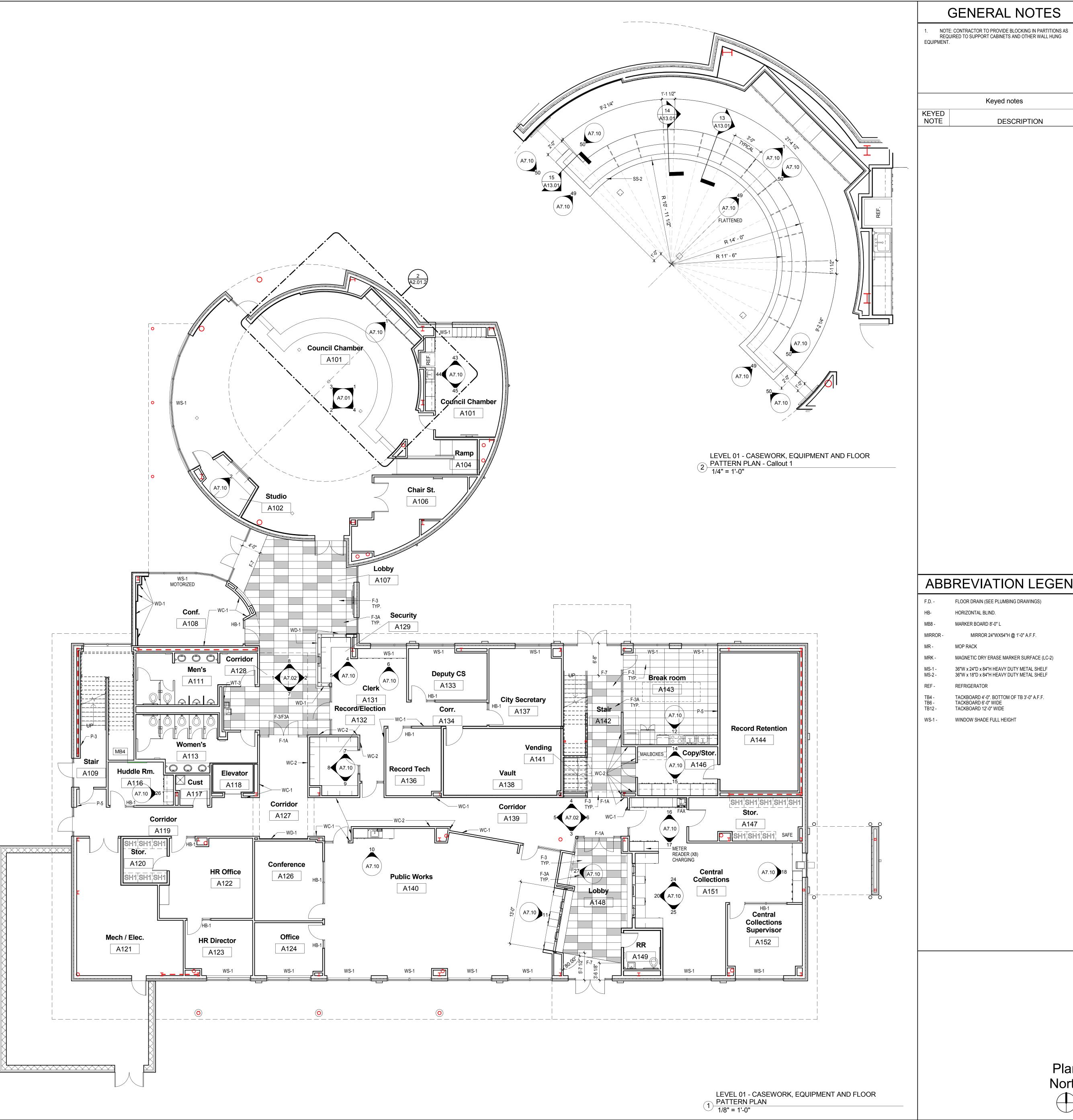
GENERAL NOTES

THICK) WP-1 10.4.01 FIRE EXTINGUISHER CABINET. CONFIRM LOCATION WITH ARCHITECT PRIOR TO INSTALLATION. REFER TO 2/A14.01. 10.7.02 ALUMINUM CANOPY 22.1.02 ROOF DRAIN

22.1.03 OVERFLOW DRAIN

Plan North  $\bigoplus$ 



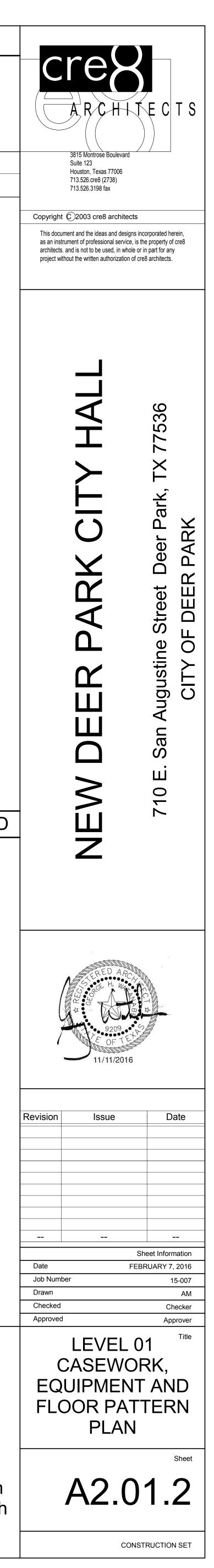


# Keyed notes DESCRIPTION

# ABBREVIATION LEGEND

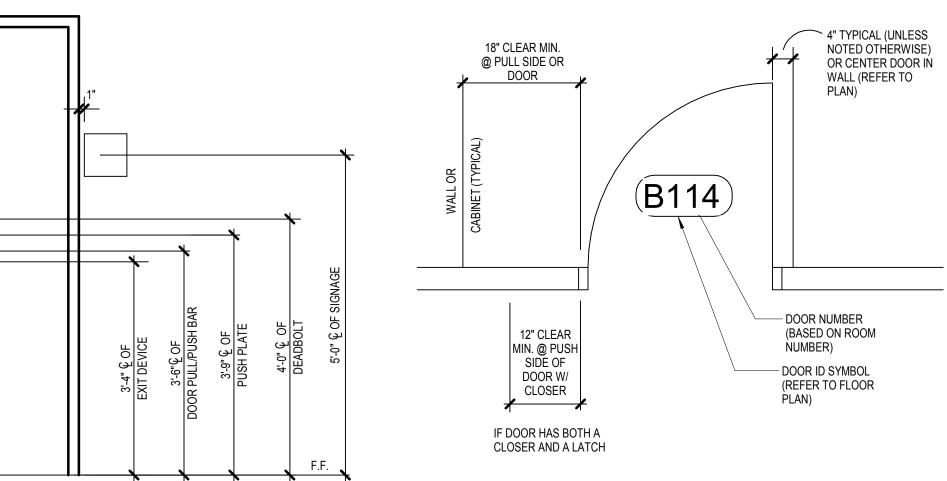
F.D	FLOOR DRAIN (SEE PLUMBING DRAWINGS)
HB-	HORIZONTAL BLIND.
MB8 -	MARKER BOARD 8'-0" L
MIRROR -	MIRROR 24"WX54"H @ 1'-0" A.F.F.
MR -	MOP RACK
MRK -	MAGNETIC DRY ERASE MARKER SURFACE (LC-2)
MS-1 - MS-2 -	36"W x 24"D x 84"H HEAVY DUTY METAL SHELF 36"W x 18"D x 84"H HEAVY DUTY METAL SHELF
REF -	REFRIGERATOR
TB4 - TB6 - TB12 -	TACKBOARD 4'-0". BOTTOM OF TB 3'-0" A.F.F. TACKBOARD 6'-0" WIDE TACKBOARD 12'-0" WIDE
WS-1 -	WINDOW SHADE FULL HEIGHT

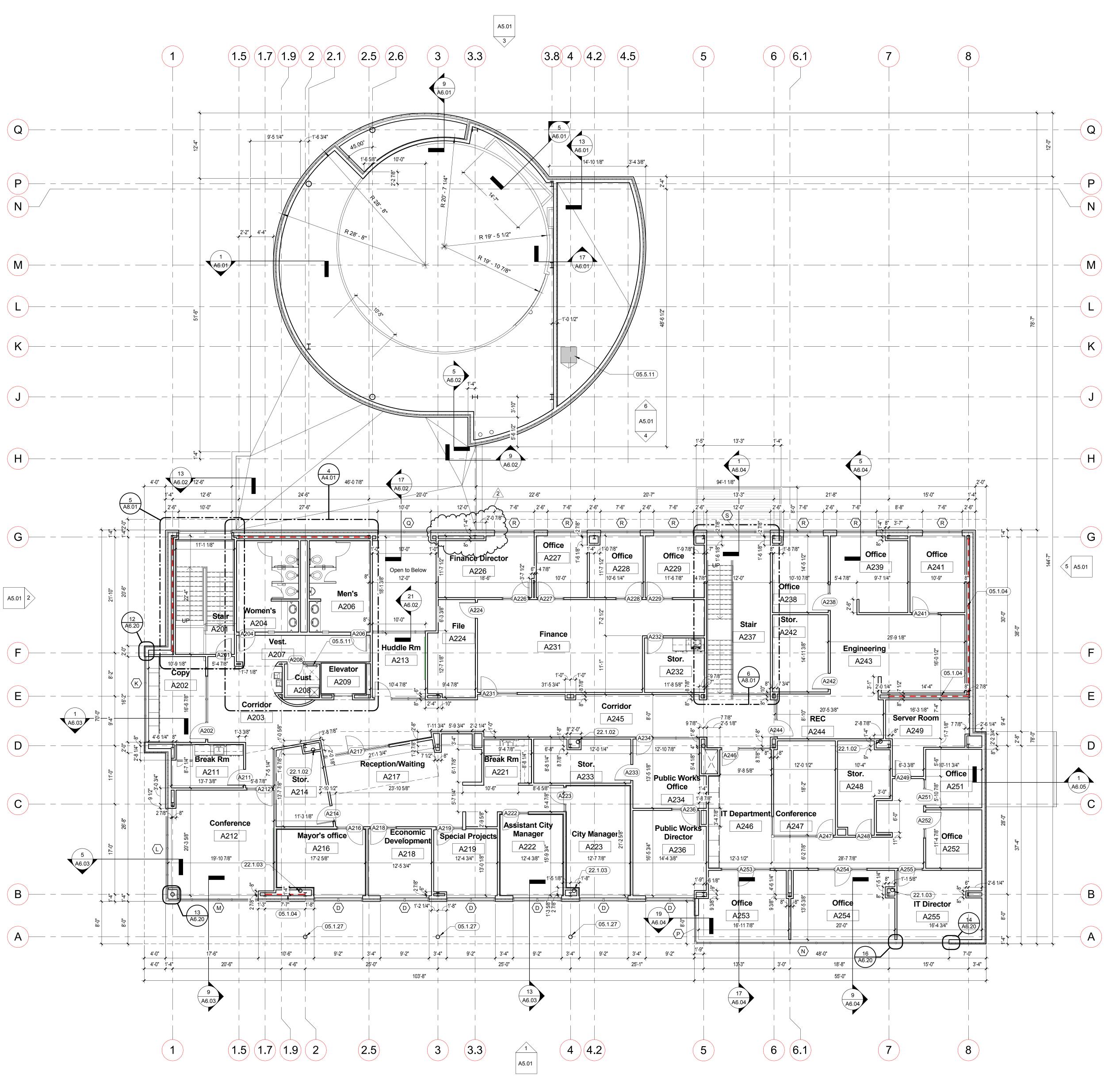




		NOTES TO FINISH/COLOR SCHEDULE	FINISH/COLOR SC
creX		GENERAL NOTES 1. ALL NOTES ON THIS SHEET MAY NOT NECESSARILY BE USED.	<b>F - FLOORS</b> TYPE MARK MANUFAC <sup>-</sup>
		2. MANUFACTURER'S NAME AND IDENTIFICATION NUMBERS ARE LISTED AS A MEANS OF ESTABLISHING A STANDARD OF TYPE, FUNCTION, COLOR AND QUALITY. REFER TO SPECIFICATIONS FOR ADDITIONAL MANUFACTURERS	CARPET TILE F-1 MC 12"
A R C H I T E C		<ul> <li>AND PROCEDURES. ANY APPROVED MANUFACTURER'S COLORS SHALL</li> <li>MATCH THOSE LISTED IN THE COLOR SCHEDULE.</li> <li>3. THE CONTRACTOR SHALL SUBMIT TO THE ARCHITECT A SAMPLE OF ALL</li> <li>FINISH MATERIALS FOR APPROVAL BEFORE MATERIALS ARE APPLIED ON THE</li> </ul>	F-1A MC 12"
3815 Montrose Boulevard		<ul> <li>4. REFER TO INTERIOR ELEVATIONS FOR ADDITIONAL INFORMATION</li> <li>CONCERNING FINISH MATERIALS AND COLORS.</li> </ul>	TILE 12"X24" F-2 DA
Suite 123 Houston, Texas 77006 713.526.cre8 (2738)		<ol> <li>REFER TO FLOOR PATTERN LAYOUTS FOR FLOOR/COLOR SELECTIONS.</li> <li>TRANSITION OF FLOOR FINISH MATERIALS SHALL OCCUR ON THE CENTERLINE OF DOOR.</li> </ol>	PATTERN PLAN
713.526.3198 fax		PAINTING AND STAINING NOTES	ACCENT F-3A MC
Copyright © 2003 cre8 architects		<ol> <li>ALL PAINTS SHALL BE SATIN FINISH, UNLESS NOTED OTHERWISE.</li> <li>PAINT A MINIMUM OF 6'-0" X 6'-0" OF EACH PAINT COLOR AT PROJECT SITE FOR</li> </ol>	CONCRETE F-4 RUBBER F-5 RC
This document and the ideas and designs incorporated as an instrument of professional service, is the property architects. and is not to be used, in whole or in part for	y of cre8 any	<ol> <li>OWNER/ARCHITECT APPROVAL PRIOR TO APPLICATION.</li> <li>UNLESS NOTED OTHERWISE, TERMINATE ALL ACCENT PAINTS AT INSIDE CORNERS.</li> </ol>	LVT F-6 MC
project without the written authorization of cre8 archited	cts.	4. UNLESS NOTED OTHERWISE, PAINT ANY VENTS, GRILLES, FIRE EXTINGUISHER CABINETS, ETC. THE SAME COLOR AS THE WALL SURFACE ON WHICH THEY OCCUR.	WALK-OFF 24" X 24" F-7 MC
		<ol> <li>UNLESS NOTED OTHERWISE, PAINT ALL VISION PANEL FRAMES IN INTERIOR DOORS TO MATCH FRAME COLOR.</li> <li>PAINT ALL UNDESIGNATED GYPSUM BOARD CEILINGS P-2, UNLESS NOTED</li> </ol>	<b>B - BASE</b> TYPE MARK MANUFAC <sup>-</sup>
		<ul> <li>OTHERWISE.</li> <li>7. ACCESS PANELS SHALL BE PAINTED THE SAME COLOR AS THE ADJACENT SURFACE ON WHICH THEY OCCUR.</li> <li>8. UNLESS NOTED OTHERWISE, REVEALS SHALL BE ALUMINUM FINISH.</li> </ul>	RUBBER B-1 4" HIGH
		<ol> <li>UNLESS NOTED OTHERWISE, PAINT INTERIOR H.M. DOOR FRAMES P-1.</li> <li>UNLESS NOTED OTHERWISE, PAINT EXTERIOR H.M. DOOR ANF FRAMES P-6.</li> <li>PAINT ALL EXTERIOR ELECTRICAL PANELS, MEP CONDUIT, DOWNSPOUTS TO</li> </ol>	TILE 12" X 24" B-2 DALTILE
		<ul> <li>MATCH ADJACENT BRICK OR PLASTER COLOR.</li> <li>12. STAIN COLOR AT WOOD MILLWORK/FINISH CARPENTRY SHALL BE S-1 U.O.N.</li> <li>13. PROVIDE 4" HIGH (U.O.N.) WOOD BASE AT ALL WOOD MILLWORK. BASE COLOR</li> </ul>	WOOD/MDF B-3 4" HIGH WOOD B-4 4" HIGH
		<ul> <li>TO MATCH MILLWORK FINISH.</li> <li>14. PROVIDE 4" HIGH (U.O.N.) WOOD BASE AT DESIGNATED LOCATIONS. REFER TO FINISH SCHEDULE AND INTERIOR ELEVATIONS FOR ADDITIONAL INFORMATION. COLOR TO MATCH MILLWORK FINISH.</li> </ul>	C - CEILING
<b>H</b> 536		SOLID SURFACING NOTES	TYPE MARK MANUFACT
		1. SOLID SURFACING COLOR SHALL BE SS-1 AT THE FOLLOWING LOCATIONS: RESTROOM A103, A143, A211 AND A221	CEILING C-2 PAINTED
		<ul> <li>ROOM A111, A113, A140, A149, A151, A204 AND A206</li> <li>2. SOLID SURFACING COLOR SHALL BE SS-2 AT THE FOLLOWING LOCATIONS: ROOM A103</li> </ul>	CEILING C-3 EPOXY P/ CEILING C-4 EXPOSED
			STRETCHED FABRIC CEILING C-5 CLIPSO 7
		PLASTIC LAMINATE NOTES	CEILING C-6 ARMSTRO
	PARK		WT - WALL TILE
	ת ה	1. PLASTIC LAMINATE MILLWORK: -VERTICAL FACES - PL-2 U.O.N. -HORIZONTAL SURFACES/COUNTERS - PL-1 U.O.N.	PORCELAIN WT-1 DALTILE
		<ol> <li>LINER PANEL COLOR AT CLOSED CABINETRY SHALL BE WHITE.</li> <li>INTERIOR AND SHELF SURFACES OF OPEN PLASTIC LAMINATE MILLWORK UNITS SH. MATCH THE COLOR OF THE EXTERIOR LAMINATE.</li> </ol>	ALL PORCELAIN WT-2 DALTILE
Str D		METAL NOTES	GR - GROUT
		1. ALL EXTERIOR ALUMINUM STOREFRONT WINDOW AND DOOR FRAMES SHALL BE CLEAR ANODIZED FINISH WITH INSULATED IMPACT RESISTANT GLASS, UNLESS	TYPE         MARK         MANUFAC           FLOOR         GR-1         CUSTOM B
		<ul> <li>NOTED OTHERWISE.</li> <li>2. ALL INTERIOR WINDOW AND DOOR FRAMES SHALL BE PAINTED HOLLOW METAL FINISH UNLESS NOTED OTHERWISE.</li> <li>3. EXTERIOR FLASHING, COPINGS, GUTTERS, DOWNSPOUTS, WALL PANELS, ETC.</li> </ul>	WALL GR-2 CUSTOM B
	CIT	<ol> <li>EXTERIOR FLASHING, COPINGS, GUTTERS, DOWNSPOUTS, WALL PANELS, ETC. SHALL BE MC-1 UNLESS NOTED OTHERWISE.</li> <li>FINISH HARDWARE SHALL BE SATIN ALUMINUM, UNLESS NOTED OTHERWISE.</li> </ol>	P - PAINT TYPE MARK MAN
		CONCRETE AND MASONRY NOTES	FIELD P-1 SH CEILING P-2 SH
San D		1. ALL CONCRETE FLOORS THAT ARE NOT SCHEDULED TO RECEIVE A FLOOR FINISH SHALL BE SEALED.	CEILING P-2 SH ACCENT P-3 NO
			ACCENT P-4 SH GYP. BD. CEILING
		CEILING NOTES         1.       UNLESS NOTED OTHERWISE, CEILING GRID SHALL BE WHITE.	ACCENT P-5 SH WOOD VEENER REVEAL
∣Щ		2. REFER TO REFLECTED CEILING PLAN FOR ADDITIONAL INFORMATION CONCERNING CEILING HEIGHT AND FINISH.	ACCENT P-6 SH (EXT. HM DOOR)
		WALLCOVERING NOTES	
		1. TERMINATE ALL VINYL WALLCOVERING ON INSIDE CORNERS ONLY.	S - STAIN (WOOD VENEER TYPE MARK MANUFAC
			STAIN S-1 MATCH 9-V WITH STAI
			WC - WALLCOVERING
MMD222		FINISH/COLOR SCHEDULE LEGEND	TYPE MARK MANUFAC
ERED ARC		WS - WINDOW SHADE AND HB - HORIZONTAL BLIND         TYPE       MARK_MANUFACTURER/COLOR	VINYL WC-1 TRIKES TO VINYL WC-2 TRIKES TO
JU X CT X	<del></del>	FIELD WS-1 MECHOSHADE SYSTEMS THERMOVEIL 1513 GREY	WD - WOOD WALL PANEL
9209 OF TET		HB HB-1 BALI ALUMINUM 304	TYPE     MARK     MANUFAC       VENEER     WD-1     9-WOOD
11/11/2016			
		EC - ELEVATOR CAB	PL - PLASTIC LAMINATE
Revision Issue	Date	TYPE     MARK     MANUFACTURER/COLOR       WALL     EC-1     P.LAM. (PL-1)	PLAM (COUNTER) PL-1 WILS
		FLOOR F-3 PATCRAFT MIXED MATERIALS PEWTER 00570	PLAM (VERTICAL) PL-2 WILS
		DOOR/PANEL EC-3 STAINLESS STEEL	TP - TOILET PARTITION
		MB - MARKER & TB - TACK BOARD	TYPE MARK MANUFAC
		TYPE MARK MANUFACTURER/COLOR	SOLID PLASTIC TP-1 SC SS - SOLID SURFACING
		MARKERBOARD MB CLARIDGE - WHITE TACKBOARD TB CLARIDGE - SLATE GRAY C623	TYPE MARK MANUFAC
Sheet Info Date FEBRUARY	7, 2016		COUNTERTOP SS-1 SILESTONE GROUP ZEI
Job Number Drawn	15-007 Author	BR - BRICK/MASONRY	COUNTERTOP SS-2 SILESTONE GROUP ZEI
	Checker Approver	TYPE     MARK     MANUFACTURER/COLOR       KING SIZE     BR-1     ACME - DTP 155 VILLAGE VELOUR	
	Title	FACE BRICK MORTAR: TBD	WP - WALL PANEL
LEVEL 02 FINIS			TYPE MARK MANUFAC
SCHEDULE, DO		TYPE     MARK     MANUFACTURER/COLOR       DECK     PC-1     CLEAR ANODIZED       EASCIA     PC-2     CLEAR ANODIZED	ACOUSTICAL WP-1 GUILFORD
SCHED. & NOT	5	FASCIA       PC-2       CLEAR ANODIZED         STRUCTURE       PC-3       CLEAR ANODIZED	
	Sheet	TYPE     MARK     MANUFACTURER/COLOR       FASCIA     M-1     BERRIDGE     PARCHMENT	
A2.02 SC	Ή		
CONSTRUCTI	ON SET		

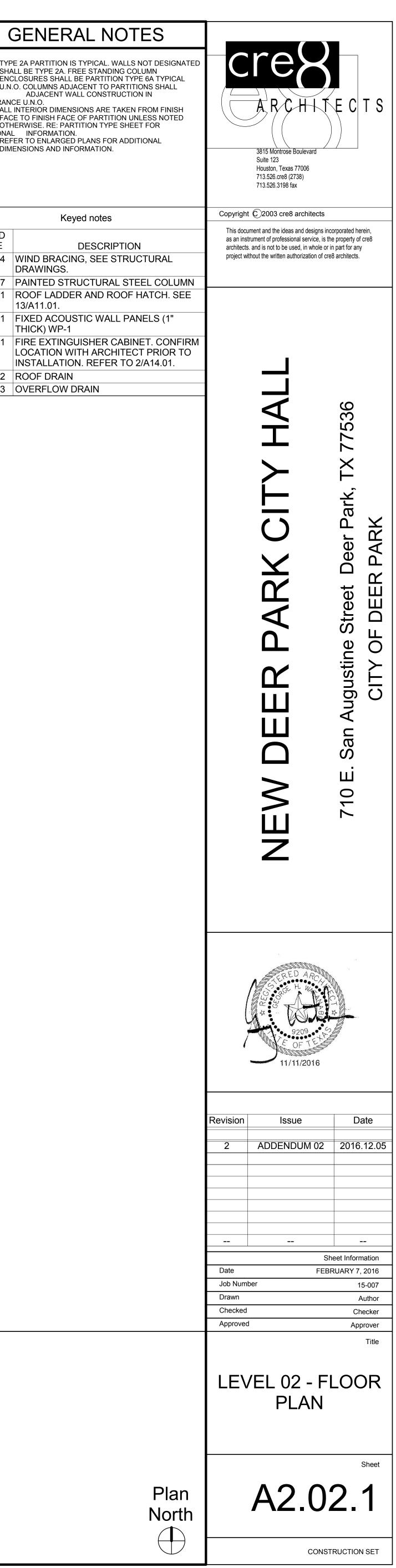
SCHEDULE LEGEND, CONT'D.				ROOM	FINISH SCI	HEDULE - LE											DOOR	SCHEDULE	- LEVE	EL 02						
FACTURER/COLOR	Number	Name	Floor Finish	Base Finish	North	Wall South	Finish East	West	Ceiling Finish	Note	Mark	Construction Type	Width	Height	Door Material	Door Thicknes	Door Finish	Fire Rating	HDW	Frame	Frame Material	Fram Frame Finish		Head Detail		lazing
MOHAWK 50w45-K9473 MUSTARD SEED HALF-LAP 12" x 36" METALMOPHIC 955 - ACCENT (25C007)		Stair	F-1A/F-5 F-1A	B-1 B-1	P-1 P-1	WC-1 P-1	WC-1 P-1	P-5 P-1	C-1 C-1	NOTE 1 NOTE 2	A201		3' - 0"	8' - 10"		0' - 1 3/4"			10 (	Type				4/A9.20		Гуре
MOHAWK50w45-k9470 CAJUN SPICEHALF-LAP12" x 36"METALMOPHIC 955 - ACCENT (5001C)	A203 (	Copy Corridor	F-1	B-1	WC-1	WC-1 WT-1/P-1	WC-1/WT-1		C-1/C-2	NOTES 1, 3, 7	A202 A204	FG1	3' - 0" 3' - 0"	8' - 10" 8' - 10"	SCWD	0' - 1 3/4" 0' - 1 3/4"	PRE-FIN	1		10	HM F	PAINT	4/A9.20	4/A9.20 4/A9.20	C.	т
DALTILEFABRIQUEGRIS LINEN P690MOHAWKMASS APPEAL - MATTER18" X 36"	A206 N	Nomen's Men's	F-2 F-2	B-2 B-2	WT-1/P-1	WT-1/P-1	WT-1/P-1 WT-1/P-1	WT-1/P-1	C-2 C-2	NOTES 1, 3, 5 NOTES 1, 3, 5	A204 A206 A208	F	3' - 0" 3' - 0"	8' - 10" 8' - 10"	SCWD	0' - 1 3/4" 0' - 1 3/4"	PRE-FIN	1	12 (0 12 (0 06 (0	01	HM F	PAINT 4	4/A9.20	4/A9.20 4/A9.20		
917 FERROUS SEE FLR.	A208 0	/est. Cust	F-3/F-3A F-6	B-1 B-1	P-1	WC-1 P-1	WC-1 P-1	WC-1 P-1	C-1/C-2 C-1	NOTES 5, 6	A200 A211 A212	F	3' - 0" 3' - 0"	8' - 10" 8' - 10"	SCWD	0' - 1 3/4" 0' - 1 3/4"	PRE-FIN	1		01	HM F	PAINT 4	4/A9.20	4/A9.20 4 & 5/A9.20	C.	
MOHAWK MASS APPEAL - MATTER 18" X 36" 839 PORTOBELLO SEE FLR. PATT. PLAN	A211 E	Elevator Break Rm	F-1A F-6	SS B-1	P-1	EC-3 P-1	EC-1 P-1	EC-1 P-1	MANUFAC	NOTE 2	A213	FG	3' - 0"	8' - 10"	SCWD	0' - 1 3/4"	PRE-FIN	1	03 1	13	HM F	PAINT 4	4/A9.20	4/A9.20	C .	
SEALED CONCRETE       ROPPE     P114 LUNAR DUST	A213 H	Conference Huddle Rm	F-1A F-1A	B-1 B-1	P-1 P-1	P-1 P-1	P-1 WC-1	P-1 WC-1	C-1 C-1		A214 A216	FG1	3' - 0" 3' - 0"	8' - 10" 8' - 10"	SCWD	0' - 1 3/4" 0' - 1 3/4"	PRE-FIN	1	04 (	)7	HM F	PAINT	13/A9.20	4/A9.20 13 & 5/A9.20		
MOHAWK MASS APPEAL - MATTER 18" X 36" 917 FERROUS		Stor. Mayor's office	F-6 F-1A	B-1 B-3	P-1 WD	P-1 WD	P-1 WD	P-1 WD	C-1 C-1	NOTE 8	A218	FG1	3' - 0" 3' - 0"	8' - 8" 8' - 10"	SCWD	0' - 1 3/4" 0' - 1 3/4"	PRE-FIN	1	04 (	)7	HM F	PAINT 4	4/A9.20	4 & 5/A9.20	NOTE 1 C	Т
MOHAWK TUFF STUFF II - STEP IN STYLE II COBALT 955 QUARTER TURN	A218 E	Reception/Waiting	F-1A F-1A	B-1 B-1	WC-1 WC-1	WC-1&2 P-1	WC-1 WC-1	WC-1 WC-1	C-1/C-2 C-1	NOTE 2		FG1	3' - 0" 3' - 0"	8' - 10" 8' - 10"	SCWD	0' - 1 3/4" 0' - 1 3/4"	PRE-FIN	1	04 ( 04 (	)7	HM F	PAINT	13/A9.20	4 & 5/A9.20 13 & 5/A9.20	C.	Т
ACTURER/COLOR	A219 S	Development Special Projects	F-1A	B-1		P-1	WC-1	WC-1	C-1		A224	F	3' - 0" 3' - 0"	8' - 10" 8' - 10"	SCWD	0' - 1 3/4"		1	06 (	01	HM F	PAINT 4	4/A9.20	13 & 5/A9.20 4/A9.20	C <sup>-</sup>	
IGH P114 LUNAR DUST	A222 A	Break Rm Assistant City	F-3 F-1A	B-1 B-3	WC-1 WD	WC-1 WD	WC-1 WD	WC-1 WD	C-1 C-1	NOTE 2 NOTE 8	A226 A227	FG1	3' - 0" 3' - 0"	8' - 10" 8' - 10"	SCWD		PRE-FIN			)7	HM F	PAINT 4	4/A9.20	4 & 5/A9.20 4 & 5/A9.20	C <sup>-</sup>	Т
FABRIQUE GRIS LINEN P690 (LIGHT POLISHED)	A223 (	Manager City Manager	F-1A	B-3	WD	WD	WD	WD	C-1	NOTE 8	A228 A229		3' - 0" 3' - 0"	8' - 10" 8' - 10"			PRE-FIN PRE-FIN	1		)7 )7				4 & 5/A9.20 4 & 5/A9.20	C.	I
STAINED WALNUT TO MATCH STAIN FINISH S-1 STAINED FINISH CARPENTRY S-1	A226 F	File Finance Director	F-6 F-1A	B-1 B-1		P-1 WC-1	P-1 WC-1	P-1 WC-1	C-1 C-1		A231 A232		3' - 0" 3' - 0"	8' - 10" 8' - 10"			PRE-FIN PRE-FIN		02 <sup>1</sup> 06 (					4/A9.20 4/A9.20	NOTE 1 C	T
	A228 (	Office Office	F-1A F-1A	B-1 B-1	P-1 P-1	P-1 P-1	P-1 P-1	P-1 P-1	C-1 C-1		A233 A234		3' - 0" 3' - 0"	8' - 10" 8' - 10"			PRE-FIN PRE-FIN	+	06 ( 02 <sup>^</sup>					4/A9.20 4 & 5/A9.20	NOTE 1 C	т
	A231 F	Office Finance	F-1A F-1A	B-1 B-1	P-1 WC-2	P-1 P-1	P-1 P-1	P-1 P-1	C-1 C-1		A236 A238		3' - 0" 3' - 0"	8' - 10" 8' - 10"		0' - 1 3/4" 0' - 1 3/4"	PRE-FIN PRE-FIN		04 ( 04 (					4 & 5/A9.20 4 & 5/A9.20	C.	
STRONG24"X24" ACOUSTICAL PANEL - FINE FISSURED.TED GYPSUM BOARD	A232 S A233 S	Stor. Stor.	F-6 F-6	B-1 B-1	P-1 P-1	P-1 P-1	P-1 P-1	P-1 P-1	C-1 C-1	NOTE 2	A241 A242		3' - 0" 3' - 0"	8' - 10" 8' - 10"		0' - 1 3/4" 0' - 1 3/4"	PRE-FIN PRE-FIN		04 ( 06 (					4 & 5/A9.20 4/A9.20	C	T
		Public Works Office Public Works Director	F-1A F-1A	B-1 B-1	P-1 WC-1	P-1 P-1	P-1 WC-1	P-1 WC-1	C-1 C-1		A244 A246		3' - 0" 3' - 0"	8' - 10" 8' - 10"		0' - 1 3/4" 0' - 1 3/4"	PRE-FIN PRE-FIN							4/A9.20 4/A9.20	NOTE 1 C <sup>-</sup> NOTE 1 C <sup>-</sup>	
DSED STRUCTURE (PTD.)		Stair Office	F-5 F-1A	B-1 B-1	P-1 P-1	P-1 P-1	WC-1 P-1	WC-1 P-1	C-1 C-1	NOTES 1, 3	A247 A248		3' - 0" 3' - 0"	8' - 10" 8' - 10"		0' - 1 3/4" 0' - 1 3/4"	PRE-FIN PRE-FIN		03 <sup>2</sup> 06 (					4 & 5/A9.20 4/A9.20	C.	Т
STRONG 24"X24" ACOUSTICAL PANEL - FINE FISSURED		Office Office	F-1A F-1A	B-1 B-1	P-1 P-1	P-1 P-1	P-1 P-1	P-1 P-1	C-1 C-1		A249 A251	F	3' - 0" 3' - 0"	8' - 10" 8' - 10"	SCWD	0' - 1 3/4" 0' - 1 3/4"	PRE-FIN	1	02 ( 04 (	01	HM F	PAINT 4	4/A9.20	4/A9.20 4 & 5/A9.20	NOTE 1	T
FIRE GUARD	A242 S A243 E	Stor. Engineering	F-6 F-1A	B-1 B-1	P-1 P-1	P-1 P-1	P-1 P-1	P-1 P-1	C-1 C-1		A252	FG1	3' - 0" 3' - 0"	8' - 10" 8' - 10"	SCWD	0' - 1 3/4"		1	04 (	)7	HM F	PAINT 4	4/A9.20	4 & 5/A9.20 4 & 5/A9.20	C <sup>-</sup>	Т
E FABRIQUE 12X24		REC Corridor	F-1A F-1A	B-1 B-1	P-1 WC-1	P-1 WC-1/WC-2	WC-2 WC-1	P-1 WC-1	C-1 C-1	NOTE 1, 3, 7		FG1	3' - 0"	8' - 10" 8' - 10"	SCWD	0' - 1 3/4"	PRE-FIN PRE-FIN	1	04 1	15	HM F	PAINT 4	4/A9.20	4 & 5/A9.20 4 & 5/A9.20	C <sup>-</sup>	Т
GRIS LINEN P690 (LIGHT POLISHED) E FABRIQUE 12X24		T Department Conference	F-1A F-1A	B-1 B-1	P-1 P-1	WC-2 P-1	P-1 P-1	P-1 P-1	C-1 C-1	NOTE 2			0 0	0 10			1				<u></u>  .					<u> </u>
BLANC LINEN P685 (LIGHT POLISHED)12X24		Stor. Server Room	F-6 F-6	B-1 B-1	P-1 P-1	P-1 P-1	P-1 P-1	P-1 P-1	C-1 C-4																	
ACTURER/COLOR M BUILDING PRODUCTS #386 OYSTER GRAY	A251 (	Office Office	F-1A F-1A	B-1 B-1	P-1 P-1	P-1 P-1	P-1 P-1	P-1 P-1	C-1 C-1																	
DM BUILDING PRODUCTS#386 OYSTER GRAYDM BUILDING PRODUCTS#386 OYSTER GRAY	A253 (		F-1A F-1A		D 1	P-1 P-1	P-1 P-1		C-1 C-1		-															
MANUFACTURER/COLOR		T Director	F-1A	B-1	WC-1	P-1	P-1	WC-1	C-1																	
SHERWIN WILLIAMS WHITE DUCK SW 7010																										
SHERWIN WILLIAMS TOQUE WHITE SW 7003	FINISH SCHE																									
SHERWIN WILLIAMS HUBBARD SQUASH SW 0044	FINIS	HES IN VESTIBULE AND F HES AS THE ADJACENT C				THE SAME																				
SHERWIN WILLIAMS ANTIQUARIAN BROWN SW 0045	NOTE:	FINISH SCHEDULE SHEET	S ONLY / ALL NOT	ES WILL NO	T NECESSARI	LY BE USED ON	THIS SHEET																			
SHERWIN WILLIAMS BRICK PAVER SW 7599	2. REFE	ER TO INTERIOR ELEVATIO ER TO CASEWORK/MILLW ER TO FLOOR PATTERN PI	ORK ELEVATIONS	FOR ADDIT	IONAL INFORM	ATION.																				
	4. REFE 5. EPOX 6. PROV	ER TO REFLECTED CEILIN XY PAINT AT WALLS. VIDE 4'-0" FRP PANEL WAI	G PLAN FOR ADDI	TIONAL INF	ORMATION.	INK. WAINSCOT	TO BE WIDTH (	OF SINK AT EACH	I WALL AND E	(TEND TO 48"																
ER AT DOOR AND MILLWORK)		VIDE PLASTIC CORNER GI																								
I 9-WOOD WALNUT VENEER STAIN FINISH 9W-1353 (SATIN)																										
TACTURER/COLOR																										
S TOWER CHESSIE SPANIARDS TANGO	TR-CH-09																									
ACTURER/COLOR											DOOR	SCHEDULE GENER														
D WALNUT VENEER WITH STAIN FINISH 9W-1353 (SATIN)											1)	REFER TO SHEET ALL INTERIOR DO	A9.11 FOR DO			PICAL.		s	EGEND:		JRITY GLASS	<b>.</b>				
F											,	SCHEDULE NOTES		, , , , , , , , , , , , , , , , , , ,				F	lir	CLEAI FIELD		D IMPACT RE	SISTANT GLAS	S		
ACTURER/COLOR												CARD READER REMOTE PUSH BU	JTTON ACCESS	S				P A H	RE-FIN LUM M	PRE-F ALUM HOLL	FINISHED 1INUM .OW METAL					
WILSONART PREMIUM AEON SATIN STAINLESS 4830K-18																			CWD		D CORE WOOI	D DOOR				
WILSONART PREMIUM AEON COSMIC STRANDZ 4941K-18								GENE		IOTES-																
ACTURER/COLOR									1 X71 L		_								_	_						
SCRANTON NICKEL HAMMERED			6"	,				1. HOLLO	W METAL FRAM	MES AT MASONRY O	PENINGS S	HALL BE FULLY GR	OUTED.													
G		OOM NUMBER - 1" RAISED ACRYLIC HITE - HELVETICA MEDIUM			_					MES SHALL BE FIELD		ONDITION AND SPE	CIFICATION.													
IFACTURER/COLOR ONE BY CONSENTINO		···· <b>···</b>	`B101	EQ	PLASTIC COLOR (I BRAILLE			4. REF. TO	DETAIL BELO	W FOR HARDWARE	MOUNTING	HEIGHT.														
ONE BY CONSENTINO GREY EXPO	PO	مة OM DESIGNATION	- CLASSROO	M	RAISED	LAMINATE		ſ <u></u>		5									L (UNLESS							
ZERO BLANCO MAPLE (ROOM A103)	1/2"	-RAISED ACRYLIC ACK - HELVETICA MEDIUM		- G	COLOR (I	'L-X)								18" CLEAR @ PULL SID DOOR	EOR		*	OR CENT WALL (RE	THERWISE) ER DOOR IN FER TO	) N						
		<del>\`</del>	SIGNAGE TYPE A		- CHANGA NAME SL	BLE DT												PLAN)								
		+	6" 	2"-								<b>`</b>	ſŕ	YPICAL)												
ACTURER/COLOR		RAISED ACRYLIC	<u> </u>		*							<b>_</b>		ABINET (T		( <b>B11</b>	4)									
ORD OF MAINE SHORELINE 3024 SUNSET 020			3.								<b>*</b>			õ												
	1/	200M DESIGNATION		ā							с	SIGNAGE				\	$\Box / /$			_						
	BLACK - I	HELVETICA MEDIUM	* RESTROOM							OF 1CE	ULL/PUSH BAR 3'-9"	<u>11                                   </u>		12" ( MIN. (	CLEAR @ PUSH		$\langle \rangle$	DOOR NUMBER (BASED ON ROOM NUMBER)	l							
		NUMBER RAISED	SIGNAGE TYPE E		+					3'-4" & OF 3'-4" & OF 3'-6" OF 3'-6" & OF	OR PULL/PUSH 3'-9"	4 <sup>-0</sup> DEA 5 <sup>-</sup>		SID	DE OF OR W/ OSER		\ D	) OOOR ID SYMBOL REFER TO FLOOR PLAN)								
			JUDINAGE I YPE E								ĎŎ			*	HAS BOTH A AND A LATCH		н									
												F.F.		CLOSER /	and a latch											
	<u>A2.0</u> <sup>2</sup> 3" =	1 SCH Door Signage 1'-0"	Details																							
	•																									]





<ol> <li>TYPE 2A PARTITION IS TYPICAL. WALLS NOT DESIGNAT SHALL BE TYPE 2A. FREE STANDING COLUMN ENCLOSURES SHALL BE PARTITION TYPE 6A TYPICAL U.N.O. COLUMNS ADJACENT TO PARTITIONS SHALL MATCH ADJACENT WALL CONSTRUCTION IN APPEARANCE U.N.O.</li> <li>ALL INTERIOR DIMENSIONS ARE TAKEN FROM FINISH FACE TO FINISH FACE OF PARTITION UNLESS NOTED OTHERWISE. RE: PARTITION TYPE SHEET FOR</li> <li>ADDITIONAL INFORMATION.</li> <li>REFER TO ENLARGED PLANS FOR ADDITIONAL DIMENSIONS AND INFORMATION.</li> </ol>									
	Keyed notes								
KEYED NOTE	DESCRIPTION								
05.1.04	WIND BRACING, SEE STRUCTURAL DRAWINGS.								
05.1.27	PAINTED STRUCTURAL STEEL COLUN								
05.5.11	ROOF LADDER AND ROOF HATCH. SE 13/A11.01.								
09.8.01	FIXED ACOUSTIC WALL PANELS (1" THICK) WP-1								
10.4.01	FIRE EXTINGUISHER CABINET. CONFIL LOCATION WITH ARCHITECT PRIOR TO INSTALLATION. REFER TO 2/A14.01.								
22.1.02	ROOF DRAIN								
22.1.03	OVERFLOW DRAIN								

1 <u>LEVEL 02</u> 1/8" = 1'-0"





# GENERAL NOTES

1. NOTE: CONTRACTOR TO PROVIDE BLOCKING IN PARTITIONS AS REQUIRED TO SUPPORT CABINETS AND OTHER WALL HUNG EQUIPMENT.

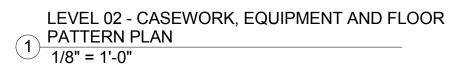
Keyed notes

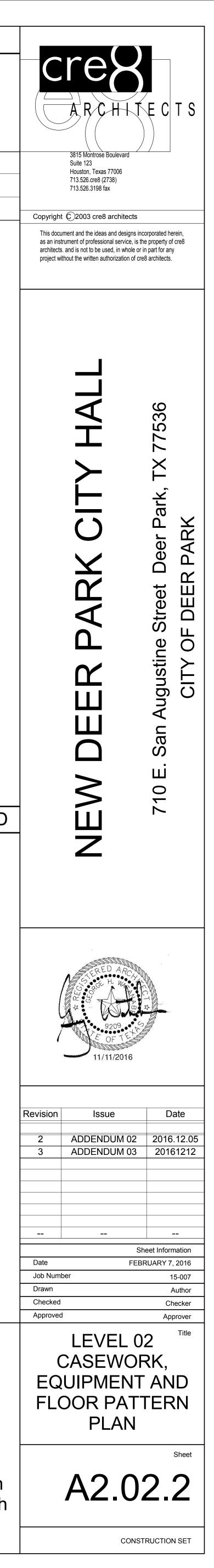
KEYED<br/>NOTEDESCRIPTION06.1.52HPROVIDE PAINTED 8'-0" HIGH 3/4"<br/>PLYWOOD.

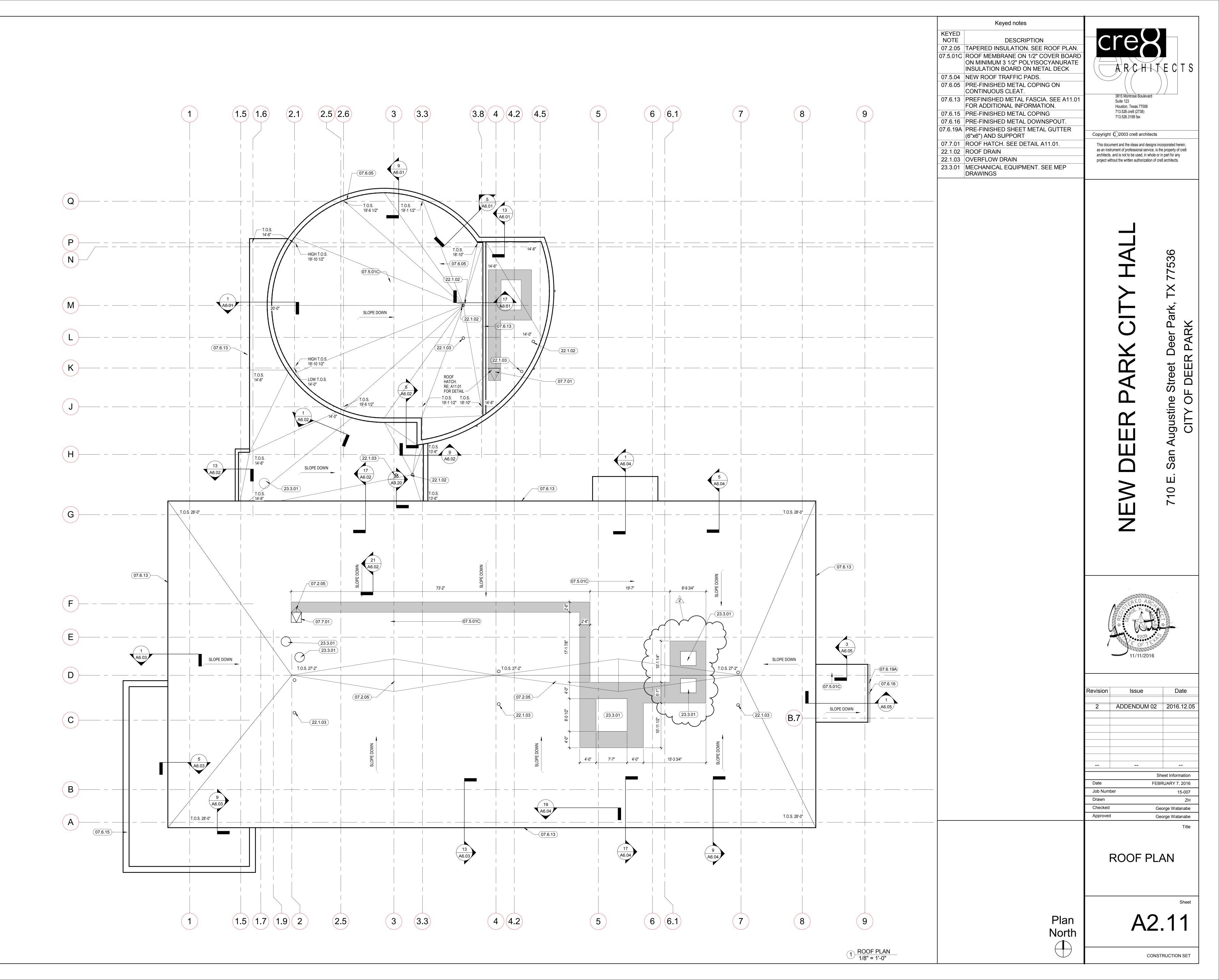
# ABBREVIATION LEGEND

F.D	FLOOR DRAIN (SEE PLUMBING DRAWINGS)							
HB-	HORIZONTAL BLIND.							
MB8 -	MARKER BOARD 8'-0" L							
MIRROR -	MIRROR 24"WX54"H @ 1'-0" A.F.F.							
MR -	MOP RACK							
MRK -	MAGNETIC DRY ERASE MARKER SURFACE (LC-2)							
MS-1 - MS-2 -	36"W x 24"D x 84"H HEAVY DUTY METAL SHELF 36"W x 18"D x 84"H HEAVY DUTY METAL SHELF							
REF -	REFRIGERATOR							
TB4 - TB6 - TB12 -	TACKBOARD 4'-0". BOTTOM OF TB 3'-0" A.F.F. TACKBOARD 6'-0" WIDE TACKBOARD 12'-0" WIDE							
WS-1 -	WINDOW SHADE FULL HEIGHT							

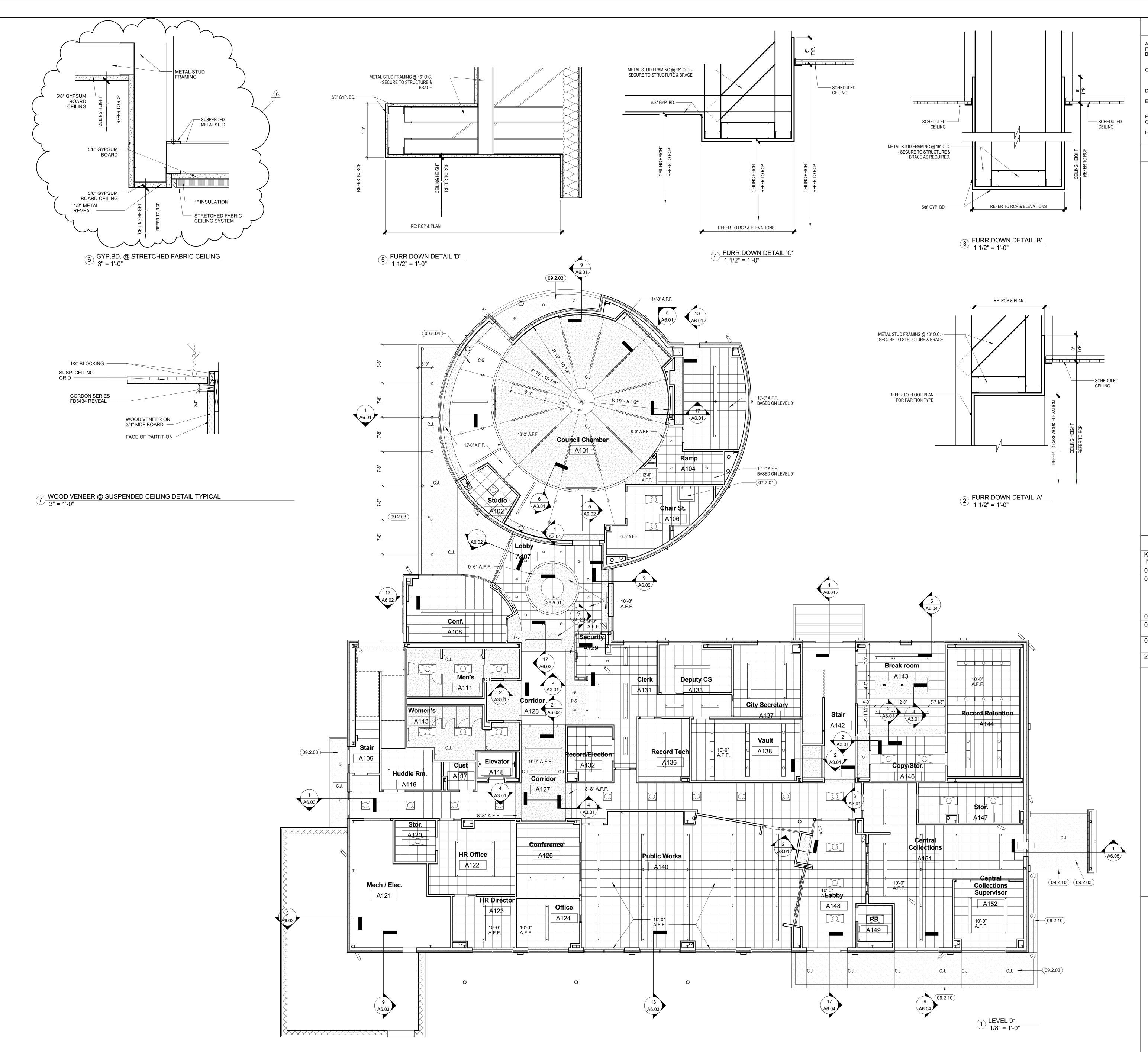
Plan North





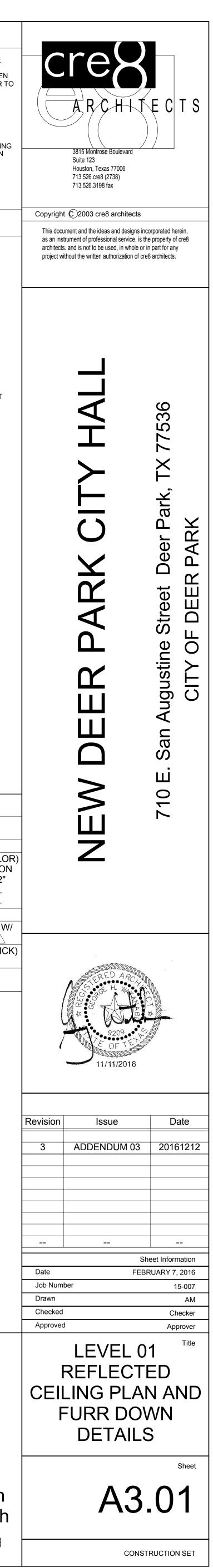


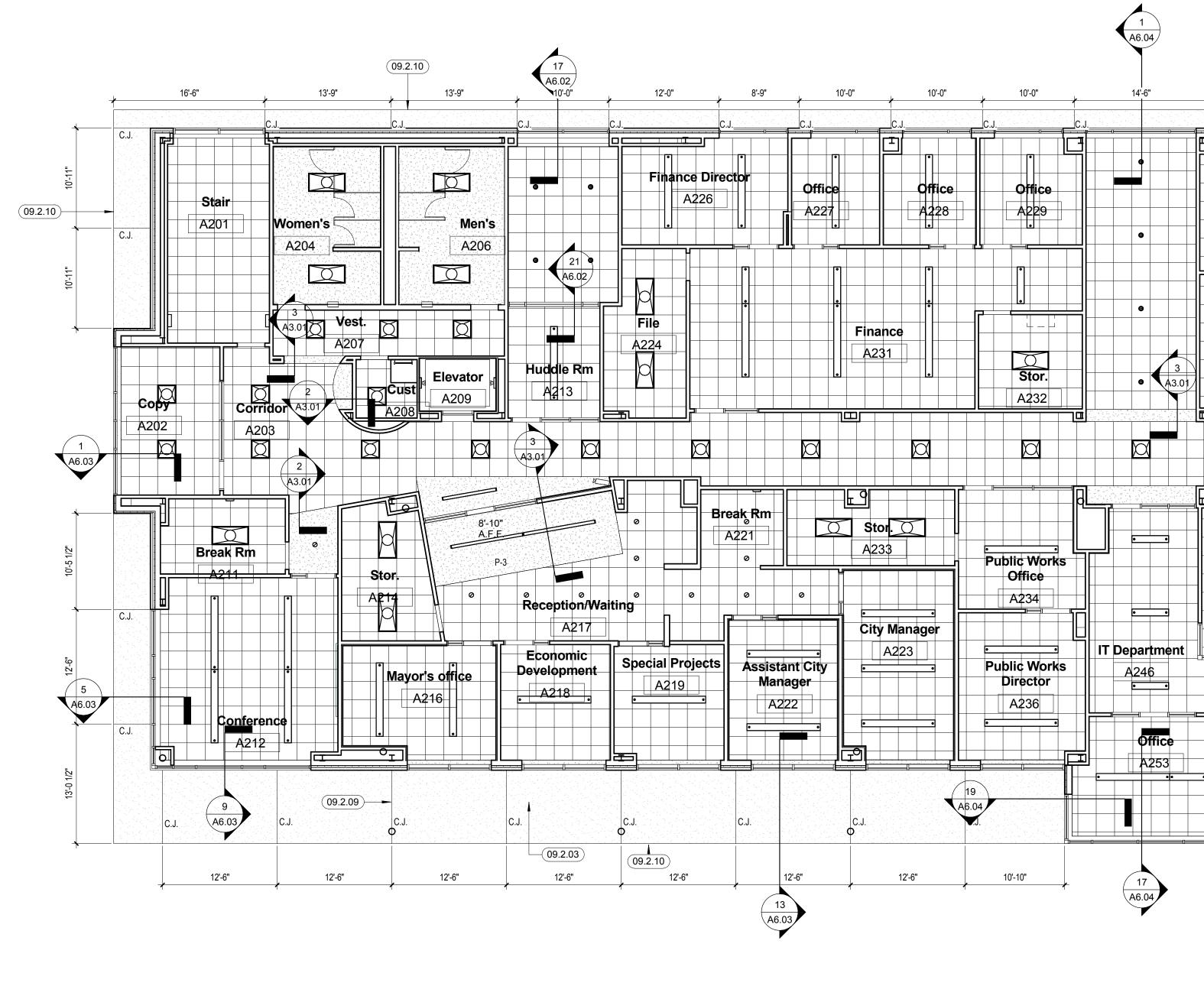




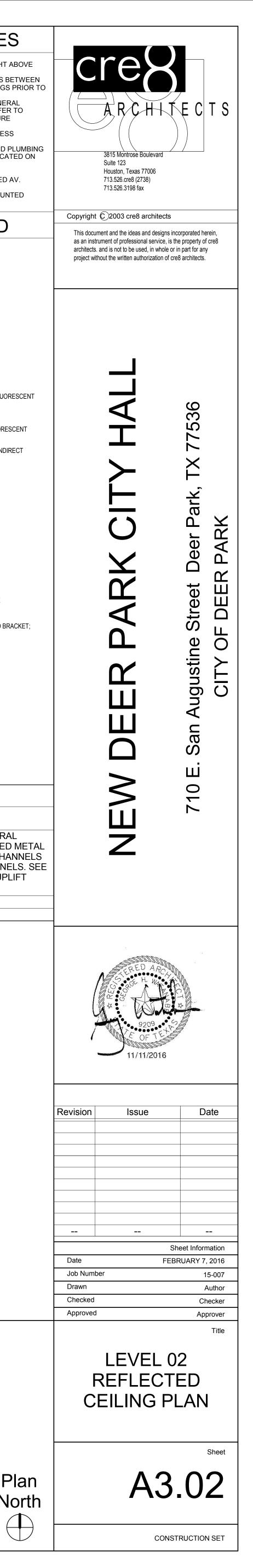
	GEN	NERAL NOTES
FINISH FL 3. NC 3. AF IN: C. EL TY EL IN 0. AL 01 5. RE F. PA 6. CC 1. RE	OOR. DTIFY ARCH CHITECTUP STALLATION ECTRICAL P PES FOR LA ECTRICAL D FORMATION L LAY-IN CE FERENCE N RAWINGS FO EFERENCE N RAWINGS FO EFLECTED C MINT ALL EXI DNTRACTOF CREENS.	TAIL 6/A14.01 FOR CEILING MOUNTED
	R.(	C.P. LEGEND
		2X2 LAY-IN ACOUSTIC GRID CEILING
		GYP.BD. CEILING
		PLASTER CEILING
0	]	2X4 RECESSED FLUORESCENT
Q	]	2X4 DIRECT/INDIRECT RECESSED FLUORESCENT
0	•	SUSPENDED DIRECT/INDIRECT FLUORESCENT
8	•]• •	CONTINUOUS SUSPENDED DIRECT/INDIRECT FLUORESCENT
<b> -</b>	+	STRIP FLUORESCENT
0	3	1X4 RECESSED FLUORESCENT
ο		RECESSED DOWNLIGHT
		PENDANT
		EXTERIOR WALL-MOUNTED SCONCE
)[P]	— AV	CEILING MOUNTED PROJECTOR AND BRACKET; RE: DETAIL 5/A14.01 AV SCREEN
		2'-0" LINEAR STICK FIXTURE
		SUPPLY DIFFUSER
		RETURN REGISTER
		EXHAUST REGISTER
		Keyed notes
KEYED NOTE	DOOL	
07.7.01 09.2.03	3/4" CEN SOFFIT ( 3/4" COL COLD R(	ATCH. SEE DETAIL A11.01. IENT PLASTER (INTEGRAL COLOF ON GALVANIZED METAL LATH ON D ROLLED CHANNELS ON 1 1/2" OLLED CHANNELS. SEE DETAIL FOR SOFFIT UPLIFT BRACING.
)9.2.10 )9.5.04	STRETC	SCREED HED FABRIC CEILING SYSTEM W
9.8.01	FIXED A	GLASS BOARD INSULATION) 3 COUSTIC WALL PANELS (1" THICK
26.5.01		ILED LIGHT FIXTURE. SEE ICAL DRAWINGS.

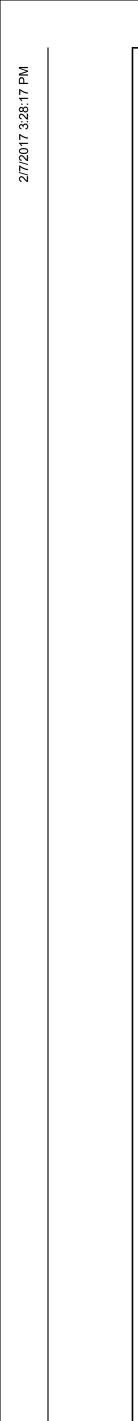
# Plan North

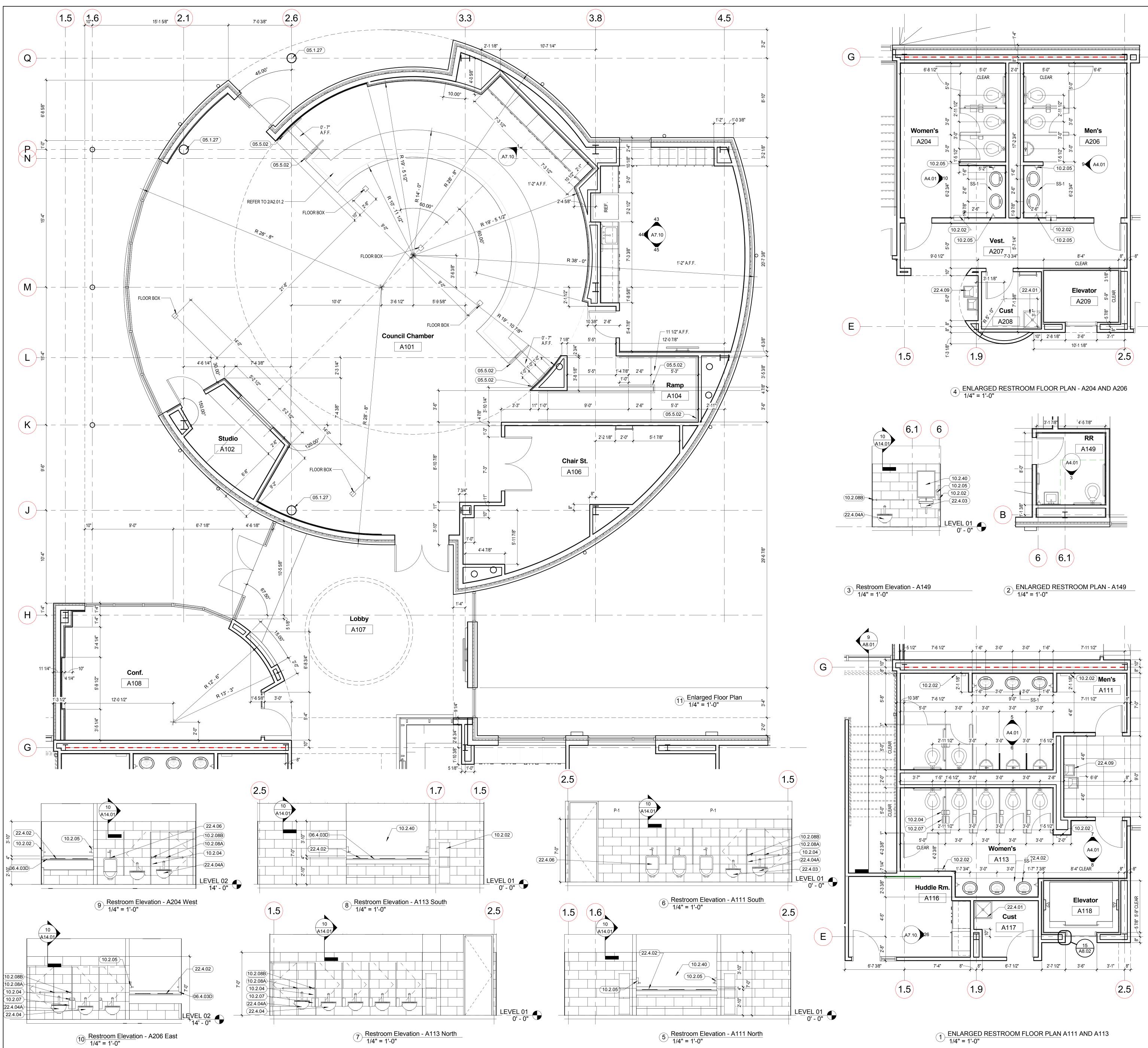




		GENERAL NOTES
		<ul> <li>A. ALL CEILING HEIGHTS ARE BASED ON HEIGHT ABOVE FINISH FLOOR.</li> <li>B. NOTIFY ARCHITECT OF ANY DISCREPANCIES BETWE ARCHITECTURAL AND ELECTRICAL DRAWINGS PRICE INSTALLATION OF FIXTURES</li> <li>C. ELECTRICAL FIXTURES ARE DRAWN AS GENERAL TYPES FOR LAYOUT REFERENCE ONLY, REFER TO ELECTRICAL DRAWINGS FOR ACTUAL FIXTURE INFORMATION.</li> <li>D. ALL LAY-IN CEILINGS ARE AT 9'-0" A.F.F. UNLESS OTHERWISE NOTED.</li> </ul>
		<ul> <li>E. REFERENCE MECHANICAL, ELECTRICAL, AND PLUM DRAWINGS FOR ADDITIONAL ITEMS NOT LOCATED OR REFLECTED CEILING PLANS.</li> <li>F. PAINT ALL EXPOSED LINTELS.</li> <li>G. CONTRACTOR TO INSTALL CEILING MOUNTED AV. SCREENS.</li> <li>H. REFER TO DETAIL 6/A14.01 FOR CEILING MOUNTED</li> </ul>
		PROJECTOR, TYPICAL. R.C.P. LEGEND
		2X2 LAY-IN ACOUSTIC GRID CEILING
		GYP.BD. CEILING
		PLASTER CEILING
		2X4 RECESSED FLUORESCENT 2X4 DIRECT/INDIRECT RECESSED FLUORESCE
		SUSPENDED DIRECT/INDIRECT FLUORESCENT     CONTINUOUS SUSPENDED DIRECT/INDIRECT     FLUORESCENT
		I STRIP FLUORESCENT
		O     1X4 RECESSED FLUORESCENT       o     RECESSED DOWNLIGHT
		PENDANT
		EXTERIOR WALL-MOUNTED SCONCE
		CEILING MOUNTED PROJECTOR AND BRACKET RE: DETAIL 5/A14.01
		2'-0" LINEAR STICK FIXTURE
		SUPPLY DIFFUSER
		RETURN REGISTER     EXHAUST REGISTER
		Keyed notes
		KEYED NOTE DESCRIPTION
5		09.2.03 3/4" CEMENT PLASTER (INTEGRAL COLOR) SOFFIT ON GALVANIZED ME LATH ON 3/4" COLD ROLLED CHANNE ON 1 1/2" COLD ROLLED CHANNELS. DETAIL 4/A14.01 FOR SOFFIT UPLIFT BRACING.
A6.04 10'-0" C.J. C.J. C.J. C.J. C.J. C.J. C.J. C.J. C.J. C.J. C.J. C.J.		09.2.09PLASTER CONTROL JOINT09.2.10VENTED SCREED
Office     Office       A238     A239		
Engineering       Stor.       A243		
Server Room    A249		
A248	1 A6.05	
	A0.03	
Conference Office A247		
A6.04		Pla Nor
1 <u>LEVEL 02</u> 1/8" = 1'-0"		Nor (
······································		

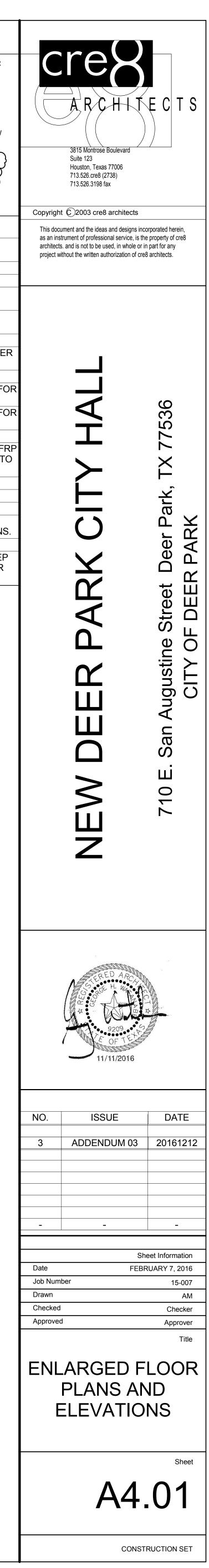


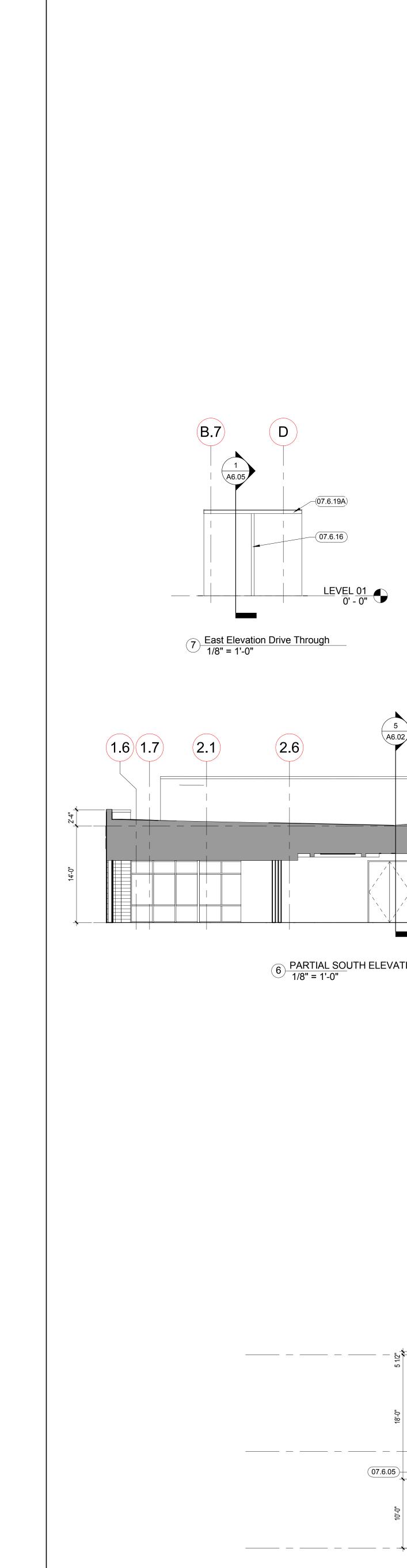


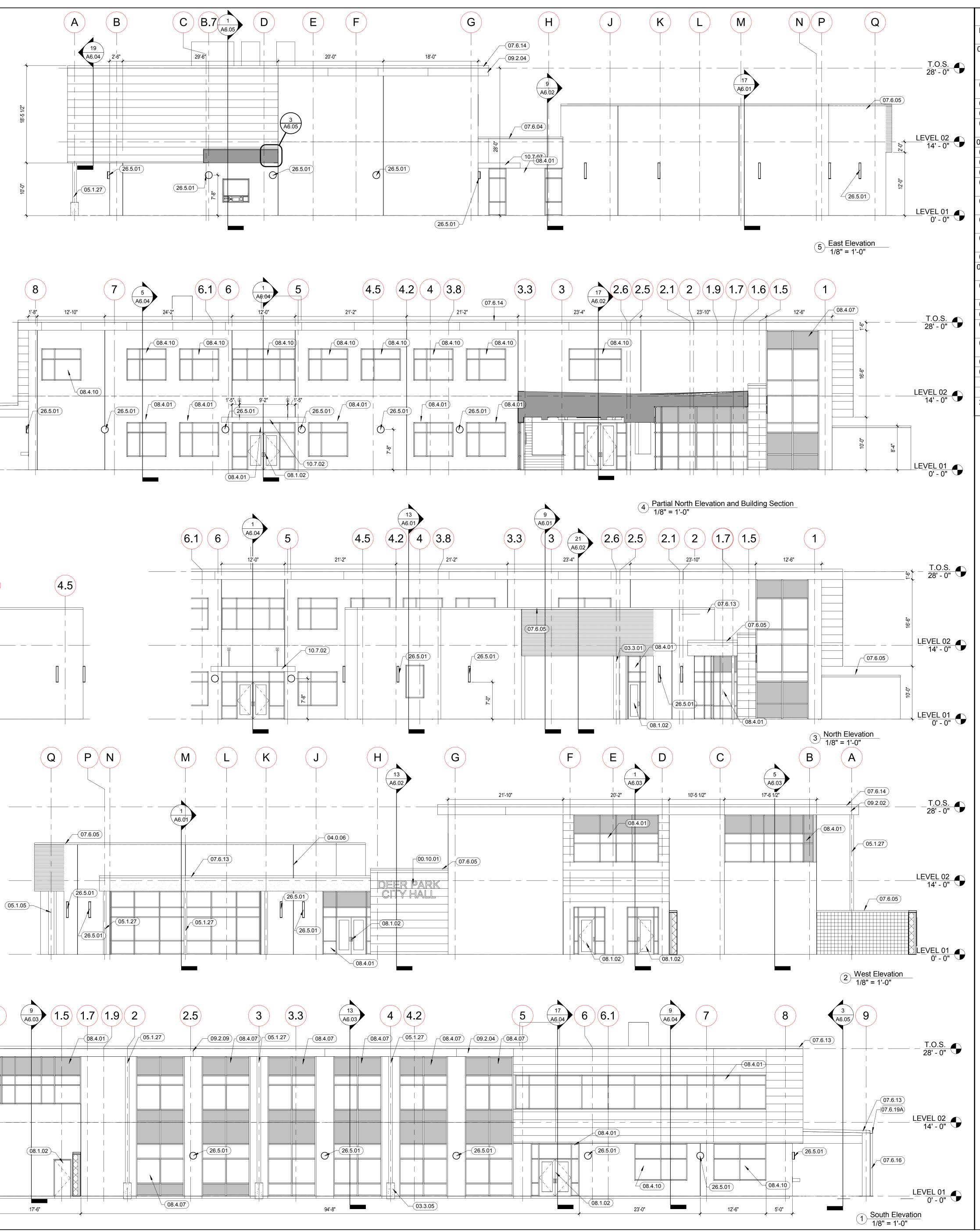


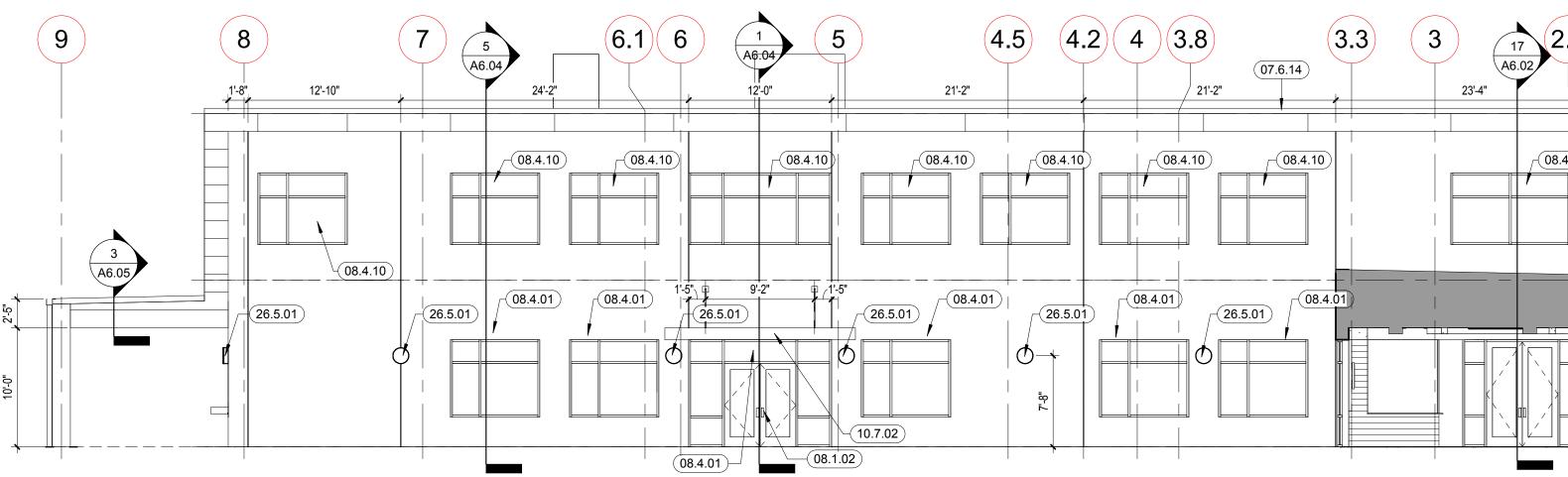
	NOTEO
<b>GENERAL</b>	NUIES

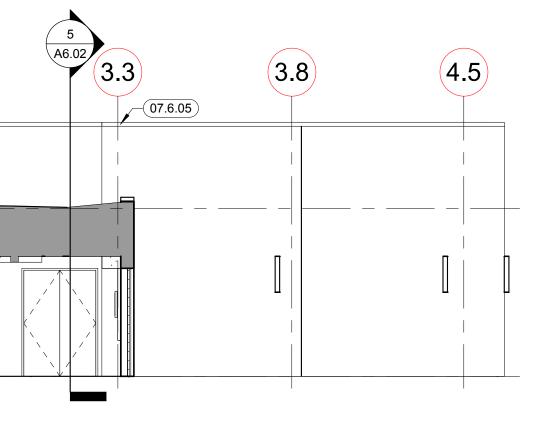
	GENERAL NUTES
Α.	REFER TO TABLE AND DETAILS ON SHEET A0.03 FOR FIXTURE AND TOILET ACCESSORIES MOUNTING HEIGHTS.
В.	REFER TO DETAILS ON SHEET A0.03 FOR FIXTURE
C.	AND TOILET MOUNTING REQUIREMENT. NOTIFY ARCHITECT OF ANY DISCREPANCIES
	BETWEEN ARCHITECTURAL, PLUMBING AND ELECTRICAL
D.	DRAWINGS PRIOR TO INSTALLATION OF FIXTURES REFER TO FLOOR AND WALL TILE PATTERNS BELOW FOR TYPICAL APPLICATION. REFER TO FINISH SCHEDULE FOR TILE COLORS.
E.	PROVIDE ONE SEAT COVER DISPENSER PER TOILET
<b>F</b> .	AT ALL RESTROOMS. TYPICAL.
<i>ک</i> ر	DISPENSER GEORGIA PACIFIC 59466 AND TRASH RECEPTACLE GEORGIA PACIFIC 59491 AT ALL
~ر_	RESTROOMS. TOTAL SEVEN
(	
	Keyed notes
KEYED	
NOTE	
	PAINTED STRUCTURAL STEEL COLUMN
05.5.02	
06.4.03 D	SOLID SURFACE COUNTERTOP
10.2.02	PAPER TOWEL DISPENSER/WASTE RECEPTACLE
10.2.04	TOILET TISSUE DISPENSER
10.2.05	SOAP DISPENSER (FURNISHED BY OWNEF AND INSTALLED BY CONTRACTOR)
10.2.07	SANITARY NAPKIN DISPOSAL UNIT
10.2.08 A	36" GRAB BAR. REFER TO SHEET A0.03 FO HEIGHT.
10.2.08 B	42" GRAB BAR. REFER TO SHEET A0.03 FO HEIGHT.
10.2.40	MIRROR
22.4.01	MOP SINK & MOP RACK AND 4'-0" HIGH. FR PANEL WAINSCOT ON WALL ADJACENT TO SINK.
22.4.02	COUNTER MOUNTED LAVORATORY
22.4.03	WALL MOUNTED LAVATORY
22.4.04	WALL MOUNTED TOILET
22.4.04 A	ACCESSIBLE WALL MOUNTED TOILET. REFER TO SHEET A0.03 FOR DIMENSIONS
22.4.06	WALL MOUNTED URINAL
22.4.09	ELECTRIC DRINKING FOUNTAIN. SEE MEP DRAWINGS. REFER TO SHEET A0.03 FOR ACCESSIBLITY.



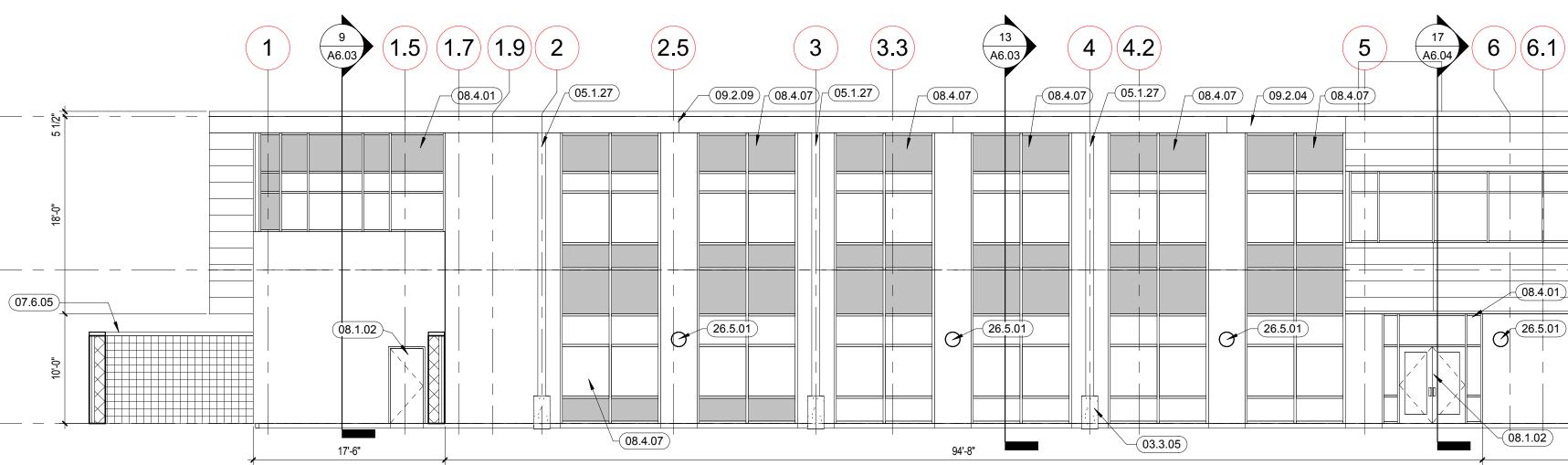


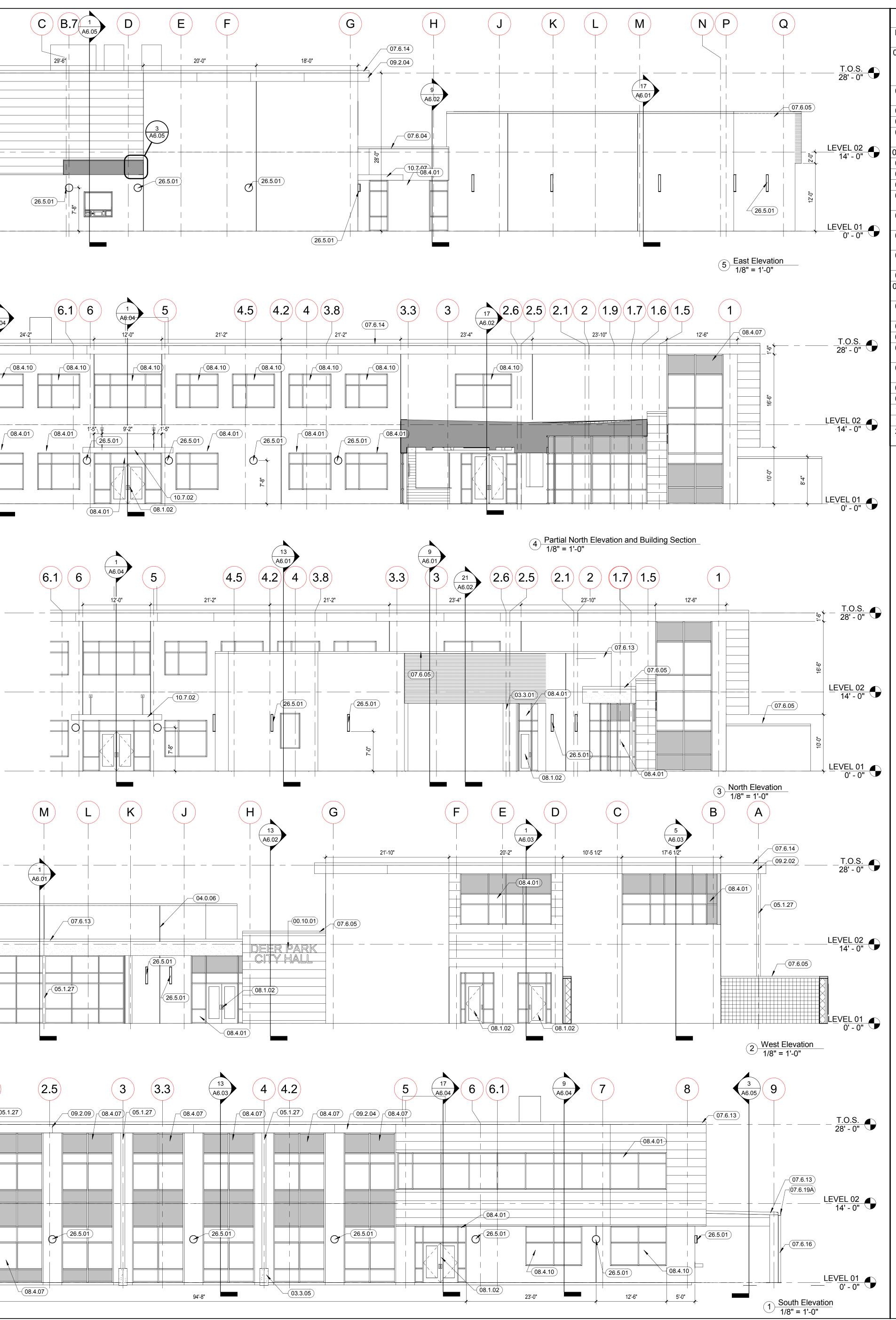


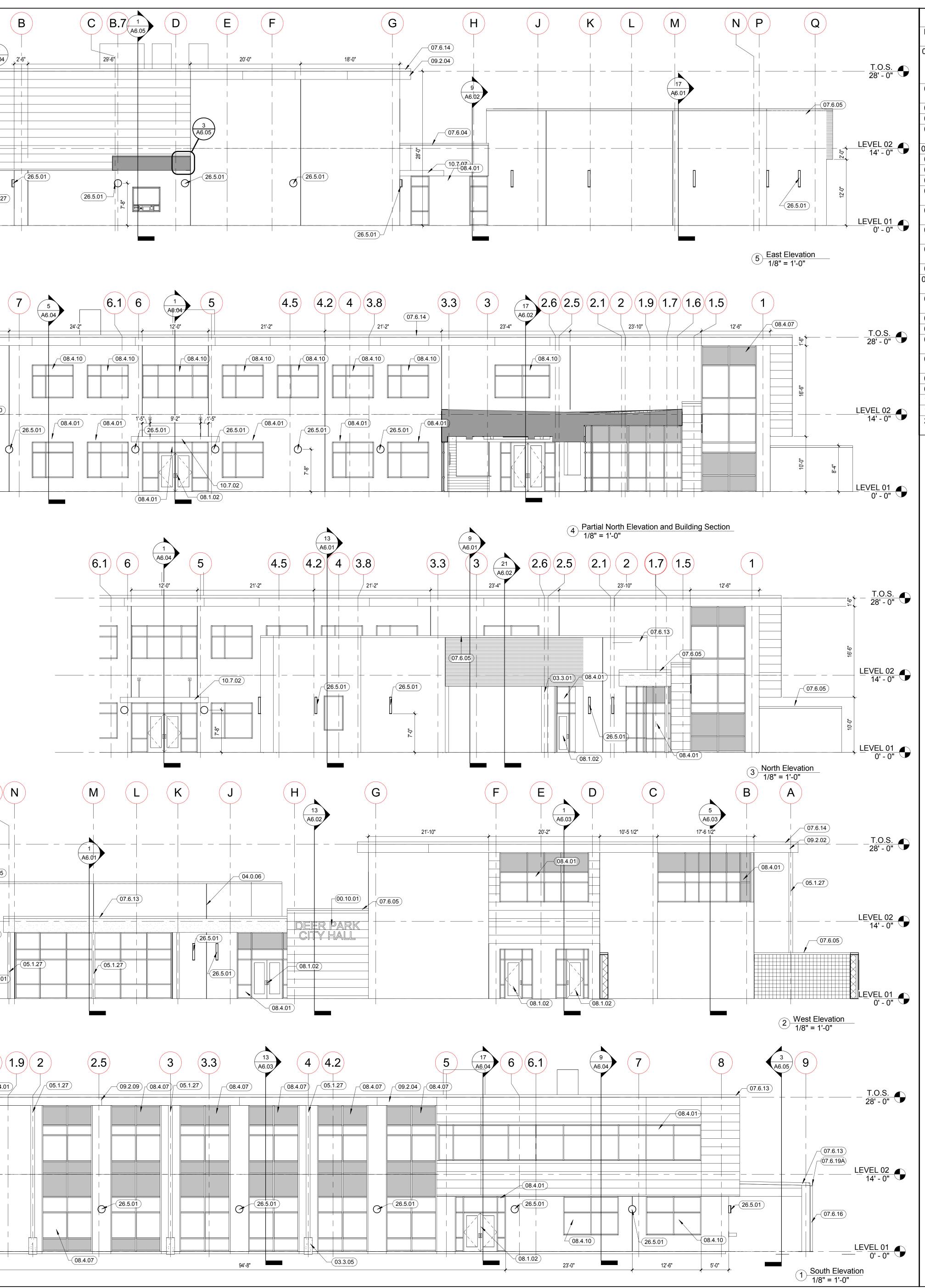






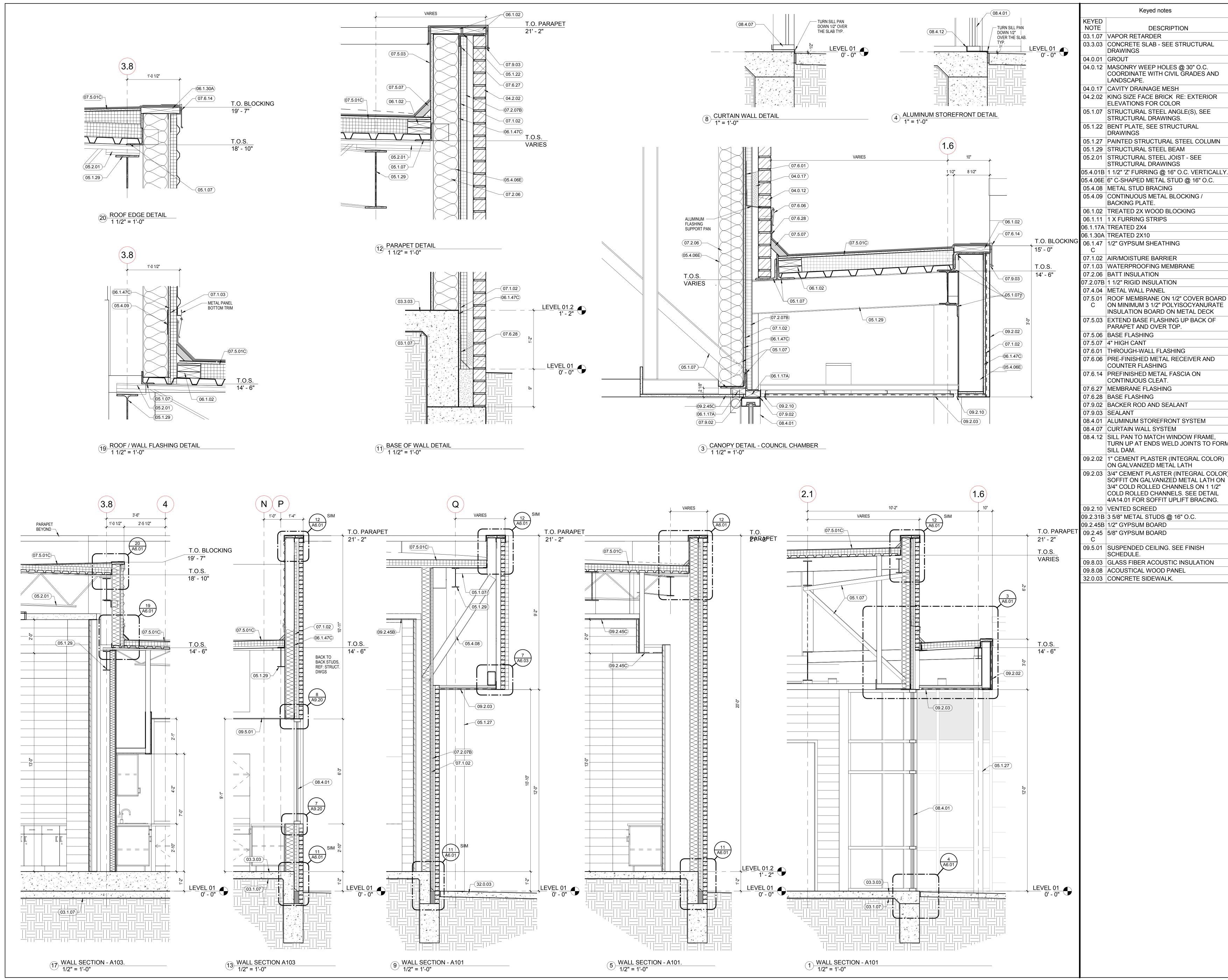


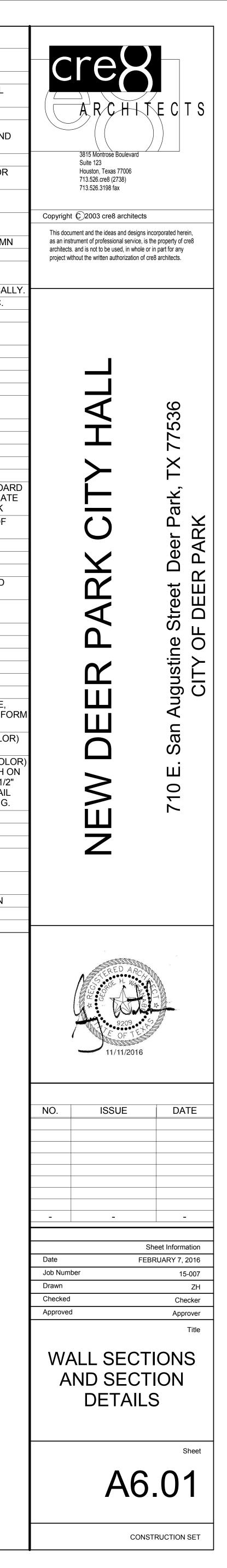


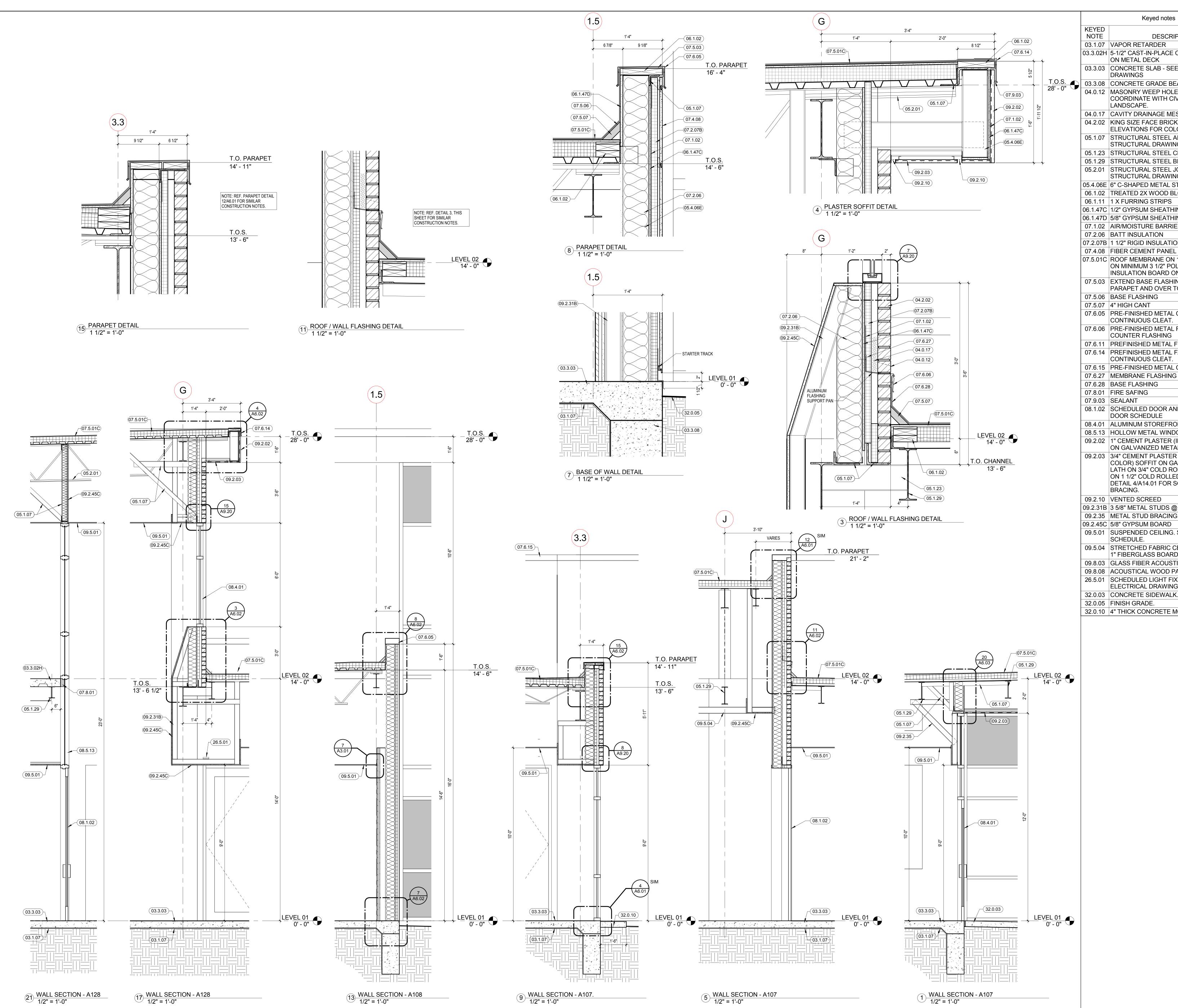


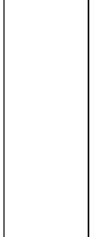
	Keyed notes
KEYED NOTE	DESCRIPTION
00.10.01	18" HIGH NON-ILLUMINATED, ALUMINUN CHANNEL LETTERS. LETTER SHALL BE COLOR xxx. LETTERS PIN MOUNTED TO FIBER CEMENT SIDING. FONT ARIAL
03.3.01	CONCRETE COLUMN - SEE STRUCTURA DRAWINGS
03.3.05	CAST-IN-PLACE CONCRETE FOOTING
04.0.06	MASONRY CONTROL JOINT.
04.2.02	KING SIZE FACE BRICK RE: EXTERIOR ELEVATIONS FOR COLOR
04.2.08D	8" CMU
05.1.05	PAINTED STRUCTURE STEEL
05.1.27	PAINTED STRUCTURAL STEEL COLUMN
07.4.08	FIBER CEMENT PANEL SYSTEM
07.6.04	SHEET METAL FLASHING WITH CONTINUOUS CLEAT
07.6.05	PRE-FINISHED METAL COPING ON CONTINUOUS CLEAT.
07.6.13	PREFINISHED METAL FASCIA. SEE A11.0 FOR ADDITIONAL INFORMATION.
07.6.14	PREFINISHED METAL FASCIA ON CONTINUOUS CLEAT.
07.6.16	PRE-FINISHED METAL DOWNSPOUT.
07.6.19A	PRE-FINISHED SHEET METAL GUTTER (6"x6") AND SUPPORT
08.1.02	SCHEDULED DOOR AND FRAME. SEE DOOR SCHEDULE
08.4.01	ALUMINUM STOREFRONT SYSTEM
08.4.07	CURTAIN WALL SYSTEM
08.4.10	WINDOW. SEE FLOOR PLAN & WINDOW TYPES.
09.2.02	1" CEMENT PLASTER (INTEGRAL COLOF ON GALVANIZED METAL LATH
09.2.04	PLASTER SOFFIT
09.2.09	PLASTER CONTROL JOINT
10.7.02	ALUMINUM CANOPY
10.7.07	ALUMINUM CANOPY FASCIA
26.5.01	SCHEDULED LIGHT FIXTURE. SEE ELECTRICAL DRAWINGS.



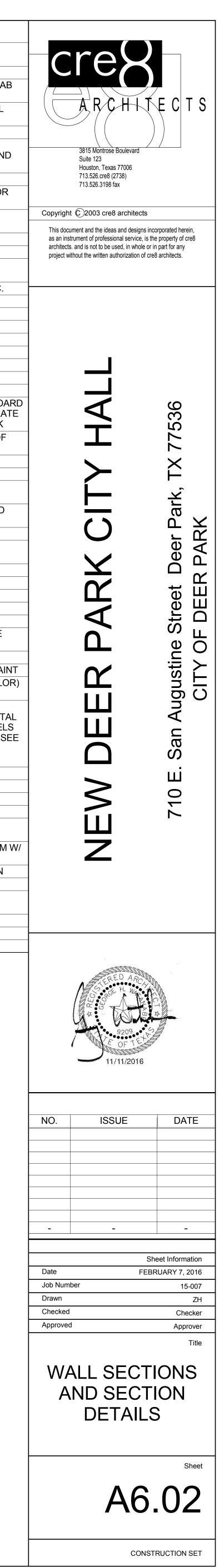


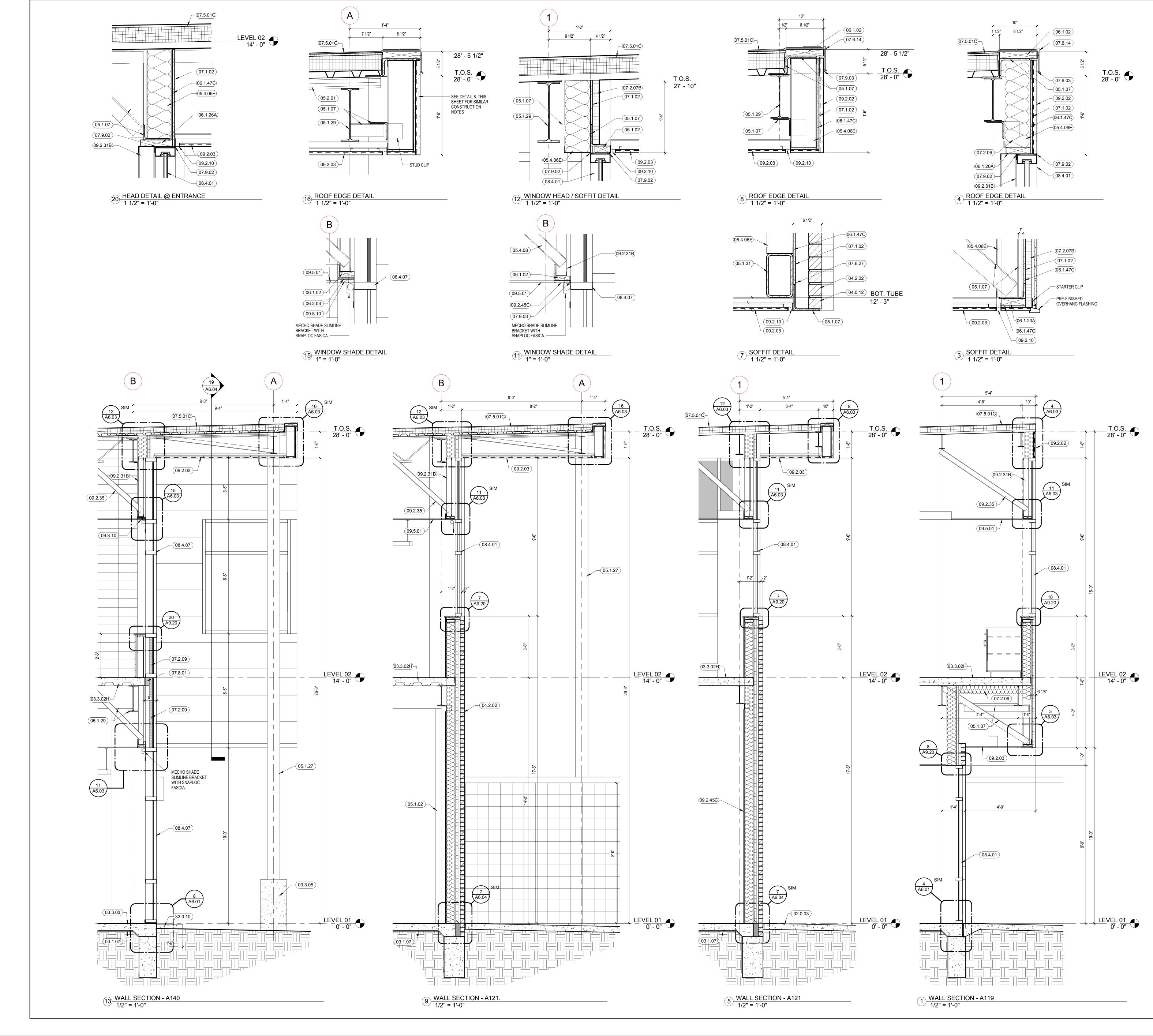






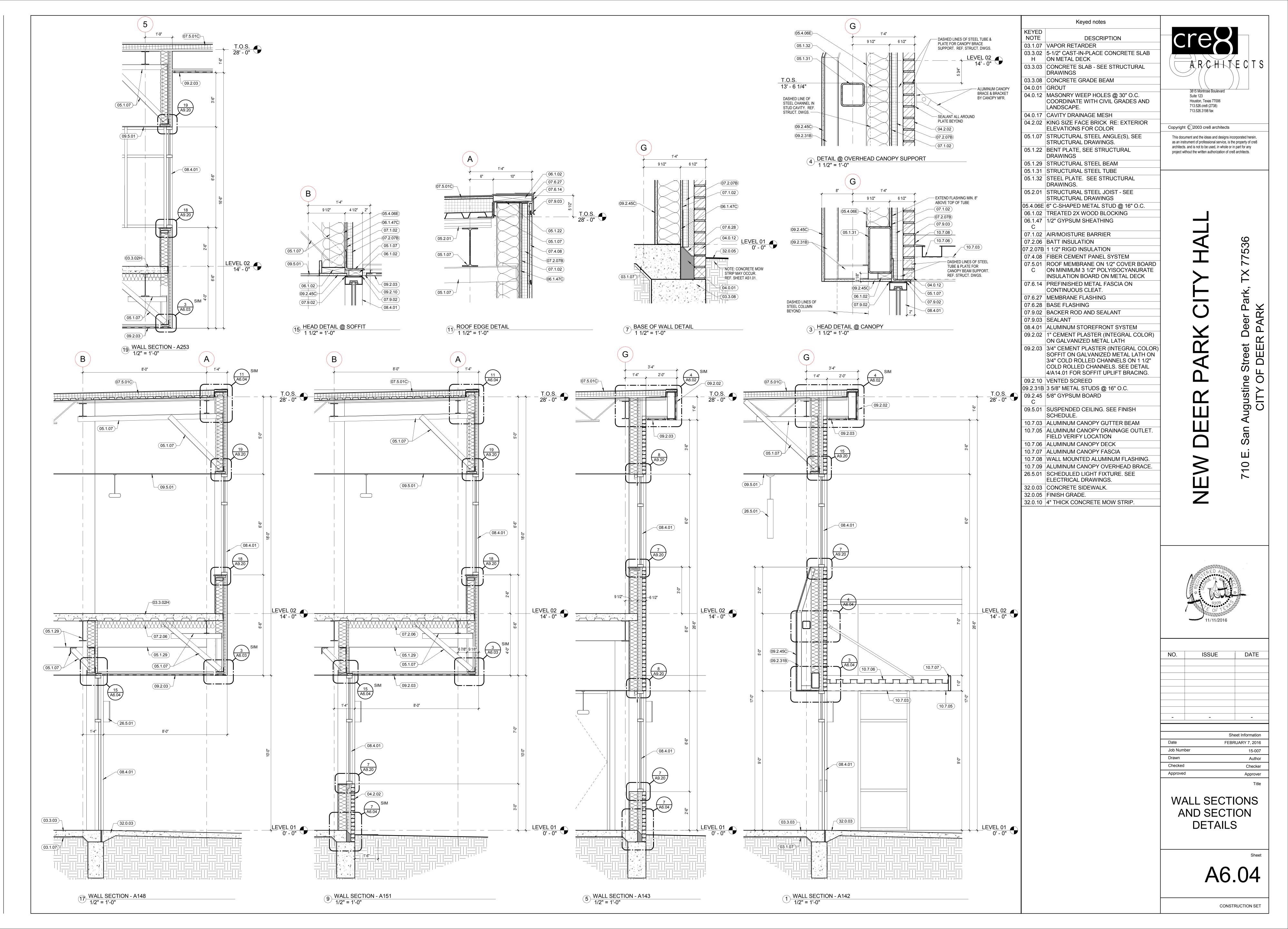
KEYED	
NOTE	DESCRIPTION
03.1.07	VAPOR RETARDER
03.3.02H	5-1/2" CAST-IN-PLACE CONCRETE SLAE
	ON METAL DECK
03.3.03	CONCRETE SLAB - SEE STRUCTURAL
	DRAWINGS
03.3.08	CONCRETE GRADE BEAM
04.0.12	
04.0.12	MASONRY WEEP HOLES @ 30" O.C. COORDINATE WITH CIVIL GRADES AND
	LANDSCAPE.
04.0.17	CAVITY DRAINAGE MESH
04.2.02	KING SIZE FACE BRICK RE: EXTERIOR
	ELEVATIONS FOR COLOR
05.1.07	STRUCTURAL STEEL ANGLE(S), SEE
00.1.07	STRUCTURAL DRAWINGS.
05 4 00	
05.1.23	STRUCTURAL STEEL CHANNEL(S)
05.1.29	STRUCTURAL STEEL BEAM
05.2.01	STRUCTURAL STEEL JOIST - SEE
	STRUCTURAL DRAWINGS
05.4.06E	6" C-SHAPED METAL STUD @ 16" O.C.
06.1.02	TREATED 2X WOOD BLOCKING
06.1.11	1 X FURRING STRIPS
06.1.47C	1/2" GYPSUM SHEATHING
06.1.47D	5/8" GYPSUM SHEATHING
07.1.02	AIR/MOISTURE BARRIER
07.2.06	
07.2.07B	1 1/2" RIGID INSULATION
07.4.08	FIBER CEMENT PANEL SYSTEM
07.5.01C	ROOF MEMBRANE ON 1/2" COVER BOA
•••••	ON MINIMUM 3 1/2" POLYISOCYANURAT
	INSULATION BOARD ON METAL DECK
07.5.03	EXTEND BASE FLASHING UP BACK OF
07.3.03	PARAPET AND OVER TOP.
07 5 00	
07.5.06	BASE FLASHING
07.5.07	4" HIGH CANT
07.6.05	PRE-FINISHED METAL COPING ON
	CONTINUOUS CLEAT.
07.6.06	PRE-FINISHED METAL RECEIVER AND
07.0.00	COUNTER FLASHING
07.0.44	
07.6.11	PREFINISHED METAL FLASHING
07.6.14	PREFINISHED METAL FASCIA ON
	CONTINUOUS CLEAT.
07.6.15	PRE-FINISHED METAL COPING
07.6.27	MEMBRANE FLASHING
07.6.28	BASE FLASHING
07.8.01	FIRE SAFING
07.9.03	SEALANT
08.1.02	SCHEDULED DOOR AND FRAME. SEE
	DOOR SCHEDULE
08.4.01	ALUMINUM STOREFRONT SYSTEM
08.5.13	HOLLOW METAL WINDOW FRAME, PAIN
09.2.02	1" CEMENT PLASTER (INTEGRAL COLO
	ON GALVANIZED METAL LATH
09.2.03	3/4" CEMENT PLASTER (INTEGRAL
	COLOR) SOFFIT ON GALVANIZED META
	LATH ON 3/4" COLD ROLLED CHANNELS
	ON 1 1/2" COLD ROLLED CHANNELS. SE
	DETAIL 4/A14.01 FOR SOFFIT UPLIFT
	BRACING.
09.2.10	VENTED SCREED
09.2.31B	3 5/8" METAL STUDS @ 16" O.C.
09.2.35	METAL STUD BRACING @ 32" O.C.
09.2.45C	5/8" GYPSUM BOARD
09.5.01	SUSPENDED CEILING. SEE FINISH
	SCHEDULE.
09.5.04	STRETCHED FABRIC CEILING SYSTEM
00.0.0T	1" FIBERGLASS BOARD INSULATION
09.8.03	GLASS FIBER ACOUSTIC INSULATION
09.8.08	ACOUSTICAL WOOD PANEL
26.5.01	SCHEDULED LIGHT FIXTURE. SEE
	ELECTRICAL DRAWINGS.
32.0.03	CONCRETE SIDEWALK.
32.0.05	FINISH GRADE.
32.0.10	4" THICK CONCRETE MOW STRIP.

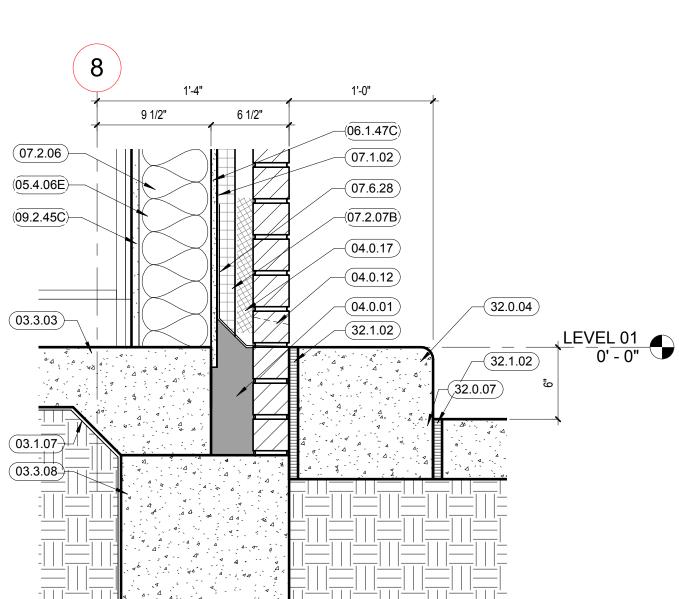




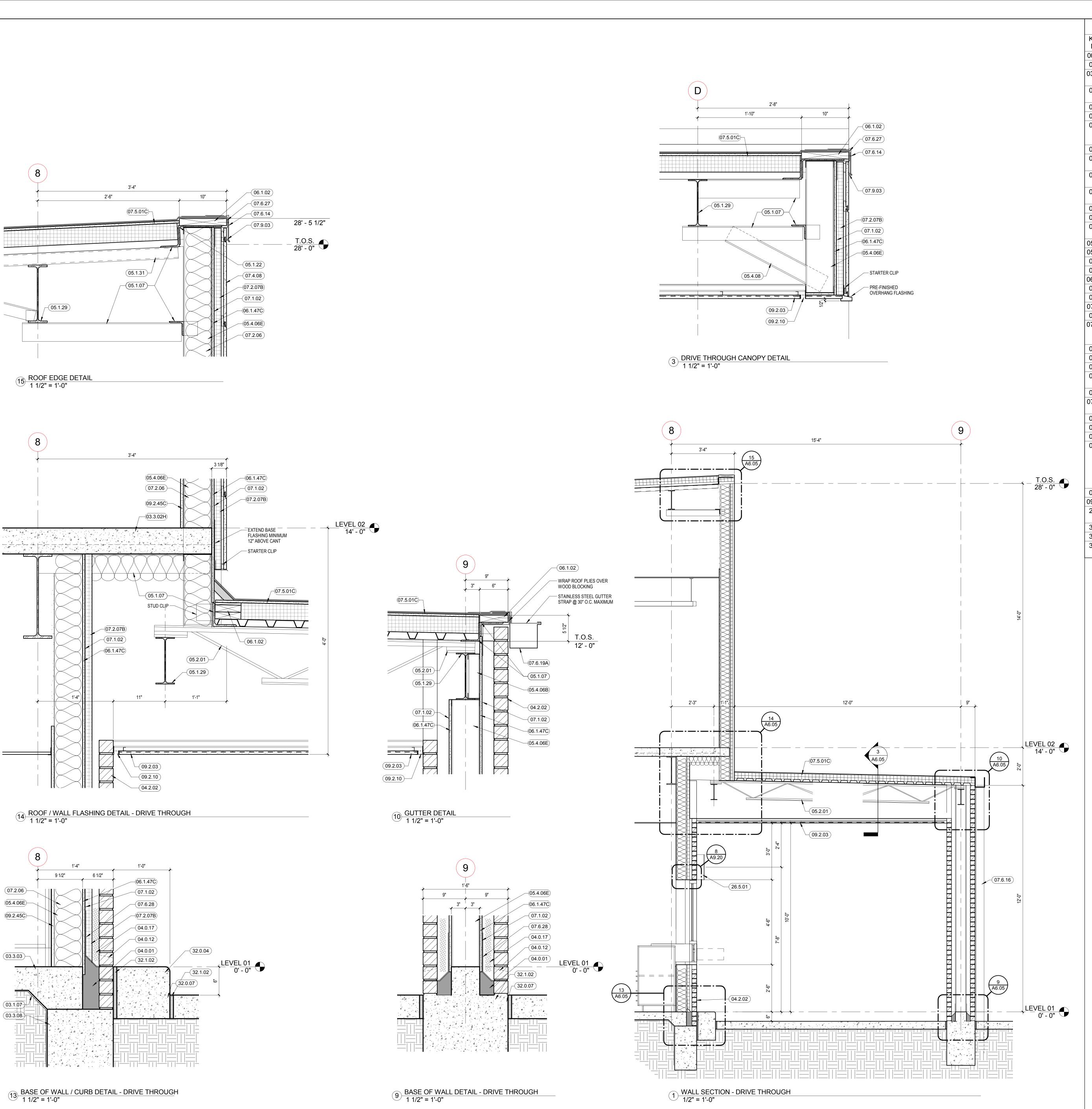
	Keyed notes
KEYED	
NOTE	DESCRIPTION
03.1.07	VAPOR RETARDER
03.3.02 H	5-1/2" CAST-IN-PLACE CONCRETE SLAB ON METAL DECK
03.3.03	CONCRETE SLAB - SEE STRUCTURAL DRAWINGS
03.3.05	CAST-IN-PLACE CONCRETE FOOTING
04.0.12	MASONRY WEEP HOLES @ 30" O.C.
	COORDINATE WITH CIVIL GRADES AND LANDSCAPE.
04.2.02	KING SIZE FACE BRICK RE: EXTERIOR ELEVATIONS FOR COLOR
05.1.02	
05.1.07	STRUCTURAL STEEL ANGLE(S), SEE STRUCTURAL DRAWINGS.
05.1.27	PAINTED STRUCTURAL STEEL COLUMN
05.1.29	STRUCTURAL STEEL BEAM
05.1.31	STRUCTURAL STEEL TUBE
05.2.01	STRUCTURAL STEEL JOIST - SEE STRUCTURAL DRAWINGS
05.4.06E	
05.4.06E	6" C-SHAPED METAL STUD @ 16" O.C. METAL STUD BRACING
06.1.02	TREATED 2X WOOD BLOCKING
	TREATED 2X6
-	TREATED 2X8
06.1.47 C	1/2" GYPSUM SHEATHING
06.2.03	1X WOOD BLOCKING
07.1.02	AIR/MOISTURE BARRIER
07.2.06	BATT INSULATION
07.2.07B	
07.2.09	CURTAIN WALL INSULATION
07.4.08	FIBER CEMENT PANEL SYSTEM
07.5.01 C	ROOF MEMBRANE ON 1/2" COVER BOAF ON MINIMUM 3 1/2" POLYISOCYANURATI INSULATION BOARD ON METAL DECK
07.6.14	PREFINISHED METAL FASCIA ON CONTINUOUS CLEAT.
07.6.27	MEMBRANE FLASHING
07.8.01	FIRE SAFING
07.9.02	BACKER ROD AND SEALANT
07.9.03	SEALANT
08.4.01	ALUMINUM STOREFRONT SYSTEM
08.4.07 09.2.02	CURTAIN WALL SYSTEM
09.2.02	1" CEMENT PLASTER (INTEGRAL COLOF ON GALVANIZED METAL LATH
09.2.03	3/4" CEMENT PLASTER (INTEGRAL COLO
	SOFFIT ON GALVANIZED METAL LATH O
	3/4" COLD ROLLED CHANNELS ON 1 1/2" COLD ROLLED CHANNELS. SEE DETAIL
	4/A14.01 FOR SOFFIT UPLIFT BRACING.
09.2.10	VENTED SCREED
09.2.31B	3 5/8" METAL STUDS @ 16" O.C.
09.2.35	METAL STUD BRACING @ 32" O.C.
09.2.45 C	5/8" GYPSUM BOARD
09.5.01	SUSPENDED CEILING. SEE FINISH SCHEDULE.
	WOOD WALL PANEL
	CONCRETE SIDEWALK.
32.0.10	4" THICK CONCRETE MOW STRIP.

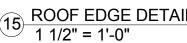


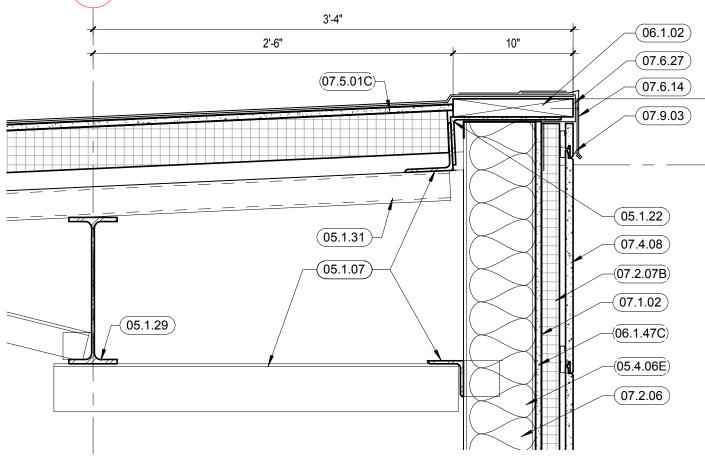


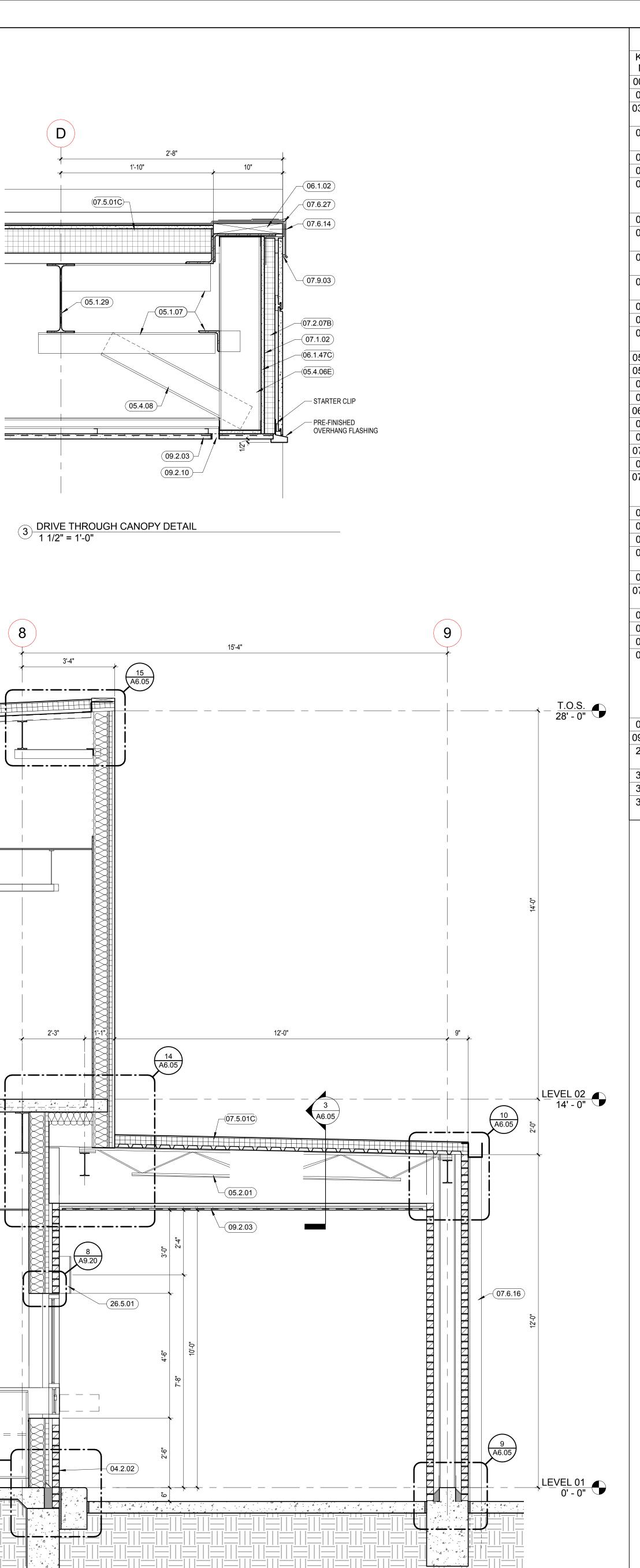






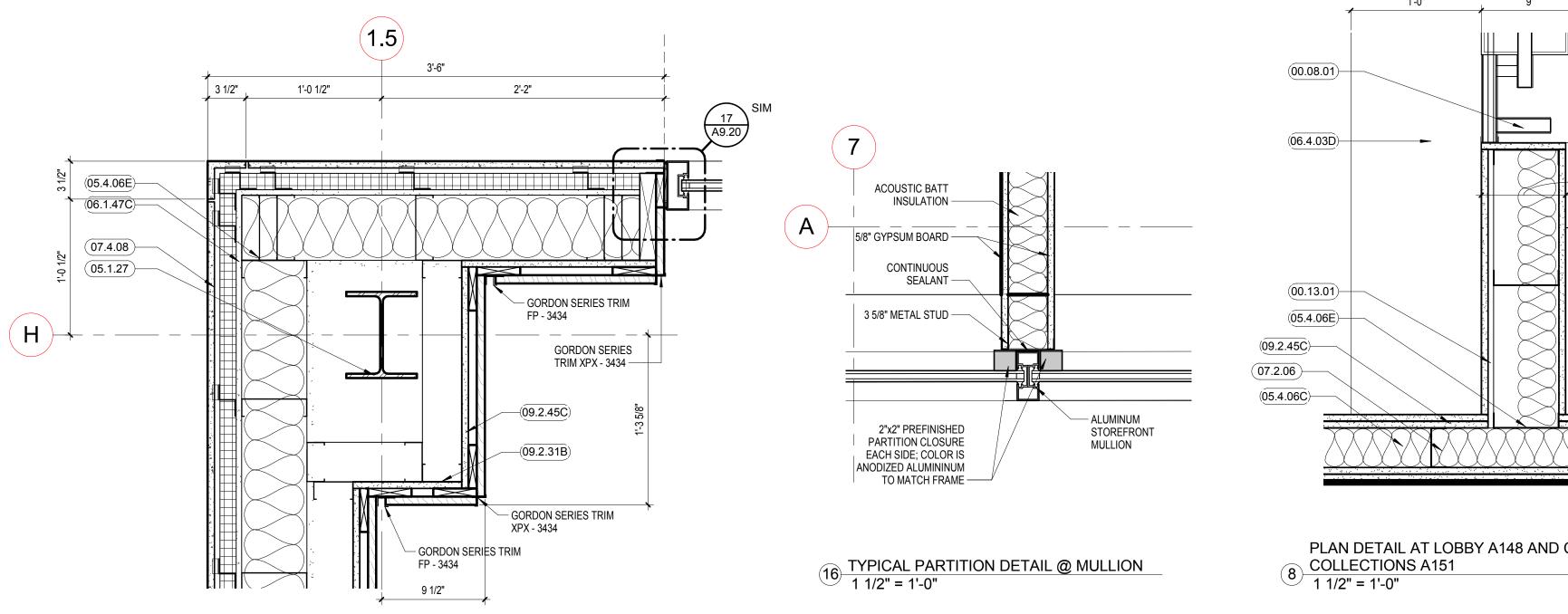






KEYED NOTE	Neved noies
NOTE	Keyed notes
00.13.01	DESCRIPTION BULLET RESISTANT FIBERGLASS
03.1.07 03.3.02H	VAPOR RETARDER 5-1/2" CAST-IN-PLACE CONCRETE SLAB
03.3.03	ON METAL DECK CONCRETE SLAB - SEE STRUCTURAL
03.3.08	DRAWINGS CONCRETE GRADE BEAM
04.0.01	GROUT MASONRY WEEP HOLES @ 30" O.C.
	COORDINATE WITH CIVIL GRADES AND LANDSCAPE.
04.0.17 04.2.02	CAVITY DRAINAGE MESH KING SIZE FACE BRICK RE: EXTERIOR
05.1.07	ELEVATIONS FOR COLOR STRUCTURAL STEEL ANGLE(S), SEE
05.1.22	STRUCTURAL DRAWINGS. BENT PLATE, SEE STRUCTURAL
05.1.29	DRAWINGS STRUCTURAL STEEL BEAM
05.1.31	STRUCTURAL STEEL TUBE STRUCTURAL STEEL JOIST - SEE
	STRUCTURAL DRAWINGS
05.4.06E	2-1/2" C-SHAPED METAL STUD @ 16" O.C 6" C-SHAPED METAL STUD @ 16" O.C.
05.4.08 06.1.02	METAL STUD BRACING TREATED 2X WOOD BLOCKING
	1/2" GYPSUM SHEATHING AIR/MOISTURE BARRIER
07.2.06 07.2.07B	BATT INSULATION 1 1/2" RIGID INSULATION
07.4.08	FIBER CEMENT PANEL SYSTEM ROOF MEMBRANE ON 1/2" COVER BOAR
	ON MINIMUM 3 1/2" POLYISOCYANURATE INSULATION BOARD ON METAL DECK
	BASE FLASHING 4" HIGH CANT
	PREFINISHED METAL FLASHING PREFINISHED METAL FASCIA ON
	CONTINUOUS CLEAT.
	PRE-FINISHED METAL DOWNSPOUT. PRE-FINISHED SHEET METAL GUTTER (6"x6") AND SUPPORT
07.6.27	MEMBRANE FLASHING
07.6.28 07.9.03	BASE FLASHING SEALANT
09.2.03	3/4" CEMENT PLASTER (INTEGRAL COLOR) SOFFIT ON GALVANIZED METAL
	LATH ON 3/4" COLD ROLLED CHANNELS ON 1 1/2" COLD ROLLED CHANNELS. SEE DETAIL 4/A14.01 FOR SOFFIT UPLIFT
00 0 40	BRACING.
09.2.45C	VENTED SCREED 5/8" GYPSUM BOARD
26.5.01	SCHEDULED LIGHT FIXTURE. SEE ELECTRICAL DRAWINGS.
32.0.04 32.0.07	CONCRETE CURB. CONCRETE PAVING.
32.1.02	EXPANSION MATERIAL. SEE CIVIL DRAWINGS.





07.9.02 06.1.01 08.4.07

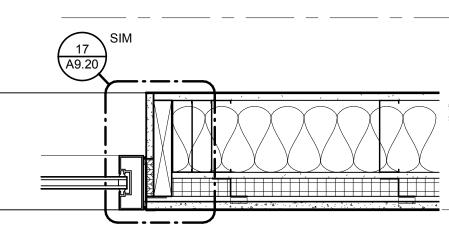
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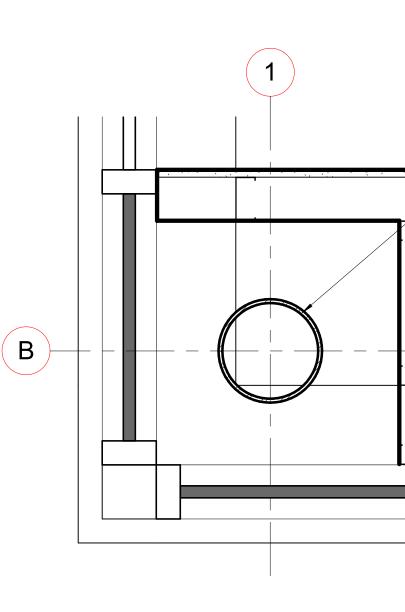
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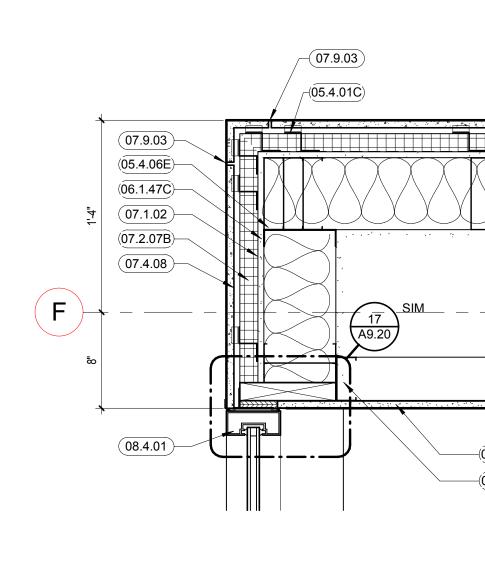
15 PLAN DETAIL AT GRID 'H' AND '1.5' 1 1/2" = 1'-0"



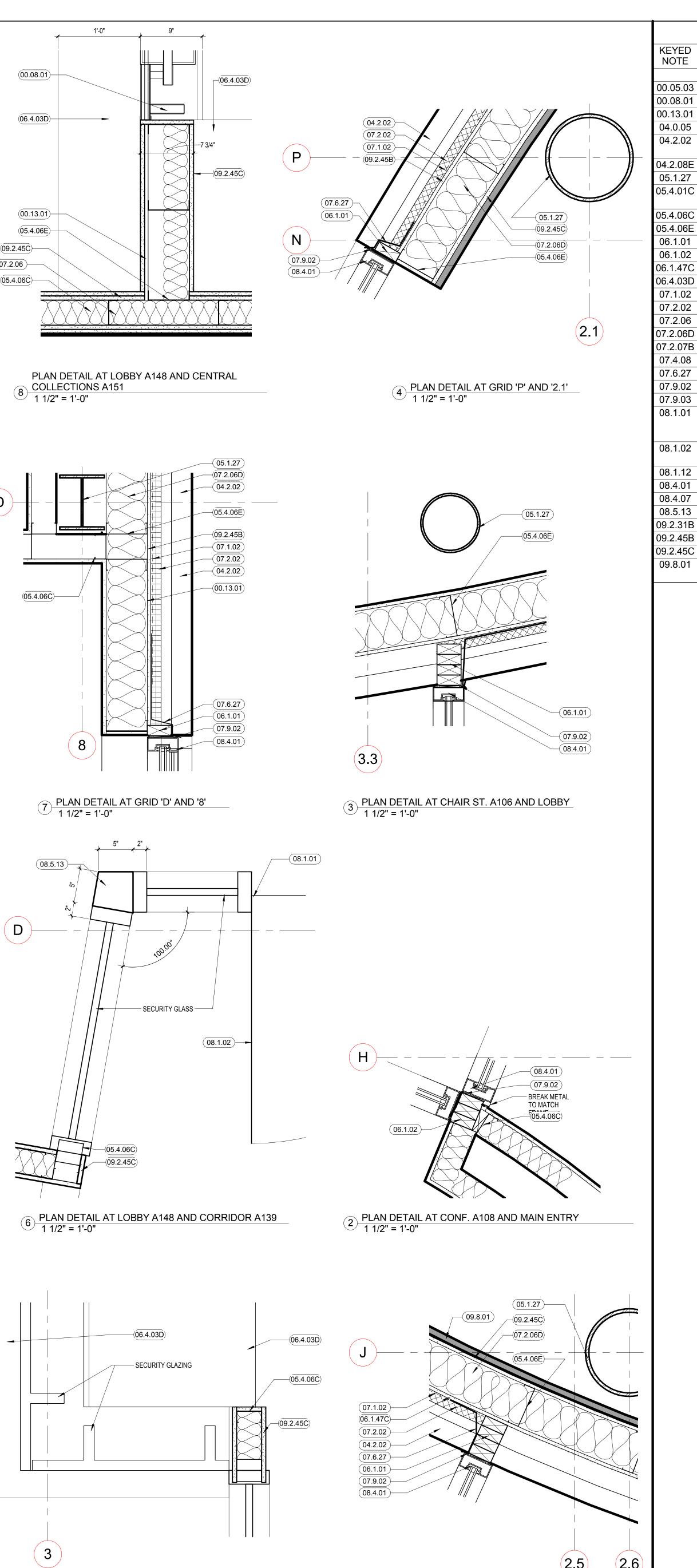
14 PLAN DETAIL AT IT DIRECTOR A255 1 1/2" = 1'-0"



13 PLAN DETAIL AT GRID 'B' AND '1' 1 1/2" = 1'-0"

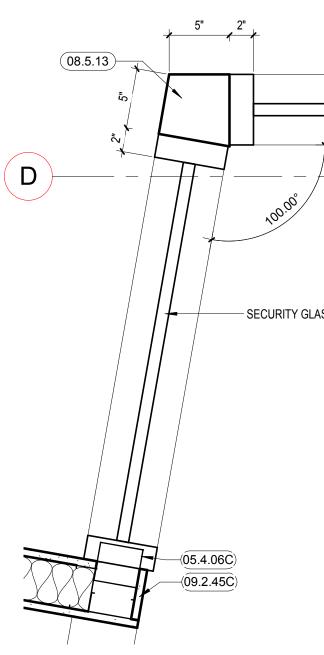


(1.5) -(05.4.06C) -(05.1.27)

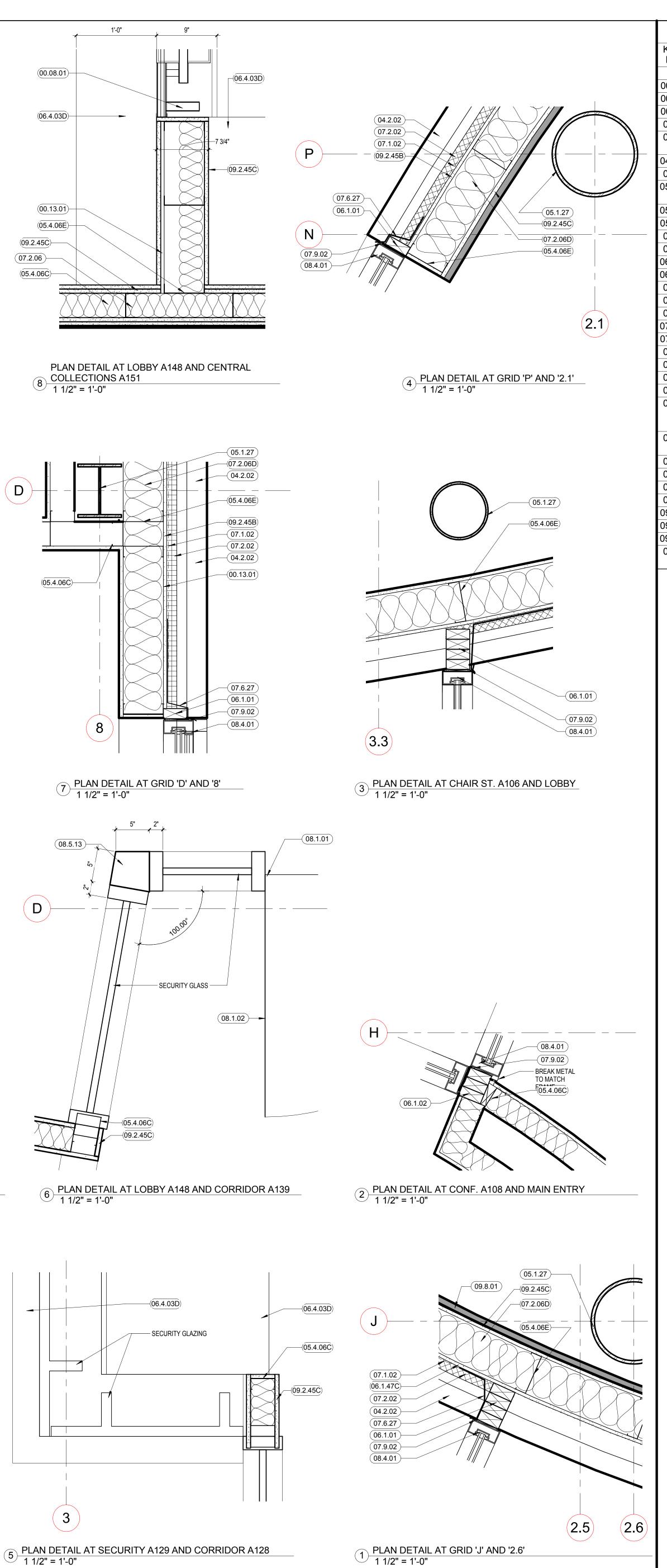


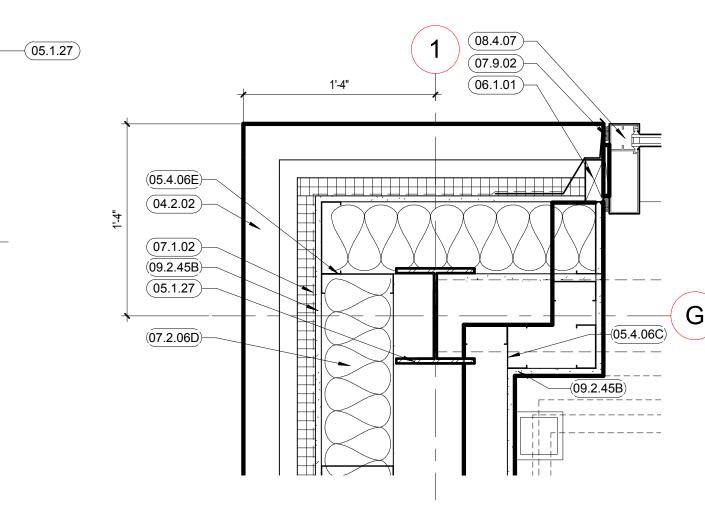
 $\rightarrow$  A



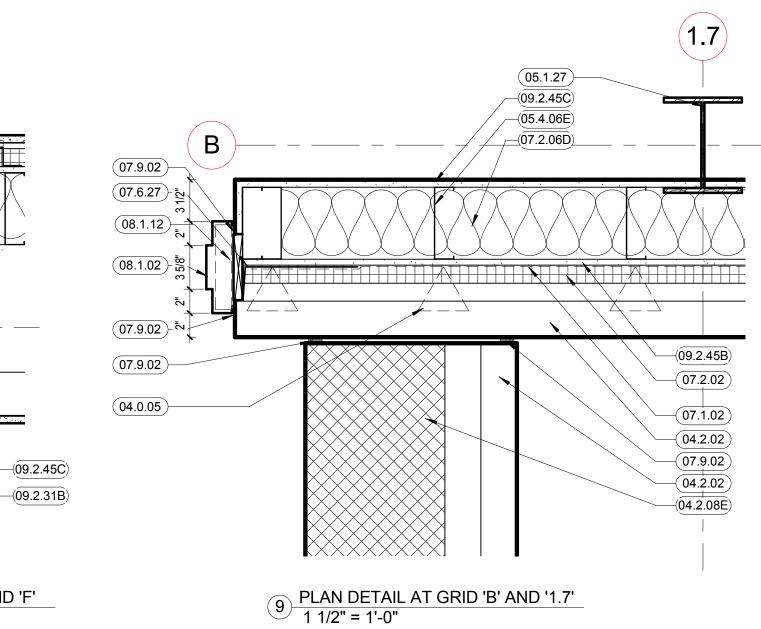












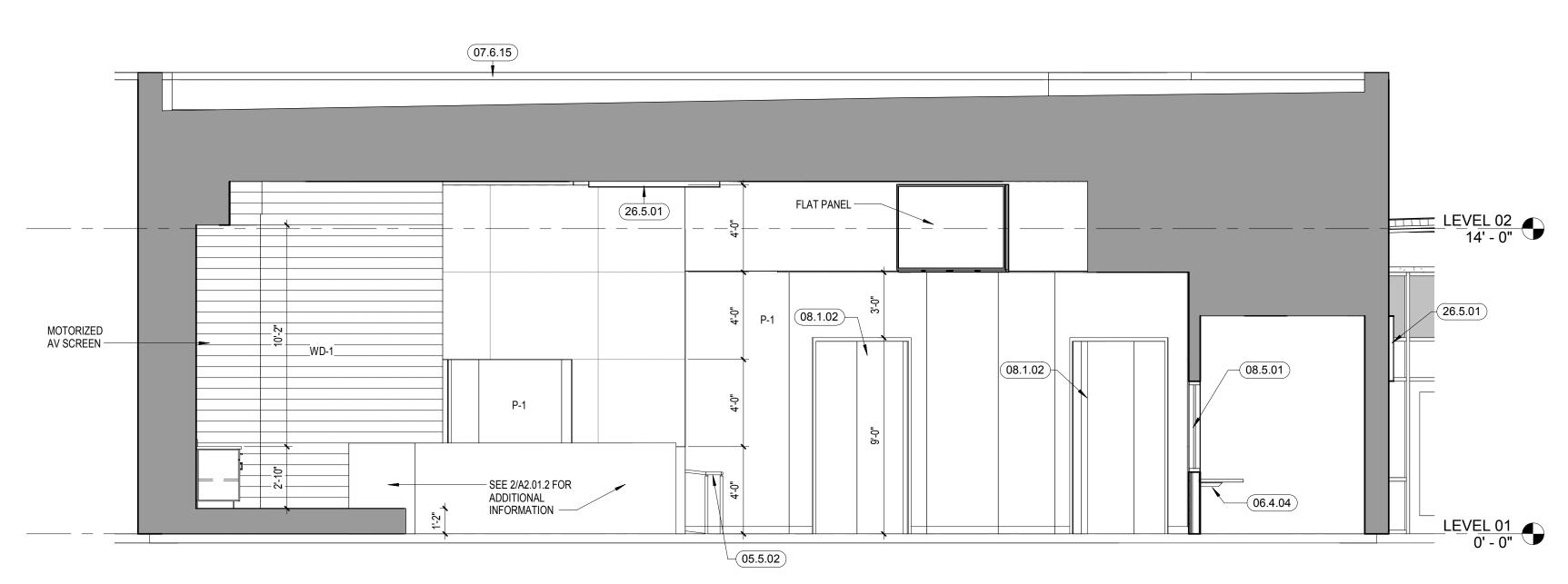
1 PLAN DETAIL AT GRID 'J' AND '2.6' 1 1/2" = 1'-0"

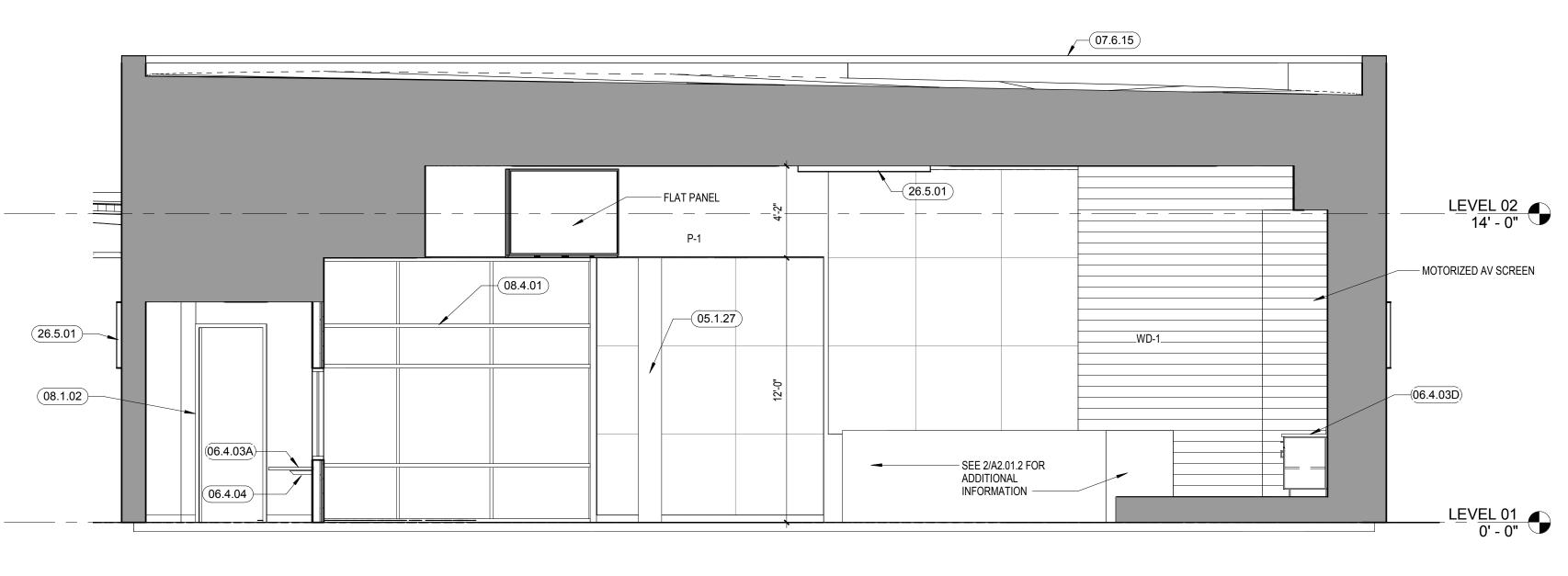
00.05.03 BREAK METAL 00.08.01 TRANSACTION WINDOW 00.13.01 BULLET RESISTANT FIBERGLASS 04.0.05 MASONRY TIE 04.2.02 KING SIZE FACE BRICK RE: EXTERIOR **ELEVATIONS FOR COLOR** 04.2.08E 12" CMU 05.1.27 PAINTED STRUCTURAL STEEL COLUMN 05.4.01C 1 1/2" 'Z' FURRING @ 16" O.C. HORIZONTALLY. 05.4.06C 3-5/8" C-SHAPED METAL STUD @ 16" O.C. 05.4.06E 6" C-SHAPED METAL STUD @ 16" O.C. 06.1.01 TREATED WOOD BLOCKING 06.1.02 TREATED 2X WOOD BLOCKING 06.1.47C 1/2" GYPSUM SHEATHING 06.4.03D SOLID SURFACE COUNTERTOP 07.1.02 AIR/MOISTURE BARRIER 07.2.02 1" RIGID BOARD INSULATION 07.2.06 BATT INSULATION 07.2.06D R-19 BATT INSULATION 07.2.07B 1 1/2" RIGID INSULATION 07.4.08 FIBER CEMENT PANEL SYSTEM 07.6.27 MEMBRANE FLASHING 07.9.02 BACKER ROD AND SEALANT 07.9.03 SEALANT 08.1.01 PAINTED HOLLOW METAL DOOR AND FRAME; SEE DOOR SCHEDULE FOR **FINISH SELECTION** 08.1.02 SCHEDULED DOOR AND FRAME. SEE DOOR SCHEDULE 08.1.12 JAMB ANCHOR (TYP.) 08.4.01 ALUMINUM STOREFRONT SYSTEM 08.4.07 CURTAIN WALL SYSTEM 08.5.13 HOLLOW METAL WINDOW FRAME, PAINT 09.2.31B 3 5/8" METAL STUDS @ 16" O.C. 09.2.45B 1/2" GYPSUM BOARD 09.2.45C 5/8" GYPSUM BOARD 09.8.01 FIXED ACOUSTIC WALL PANELS (1" THICK) WP-1

Keyed notes

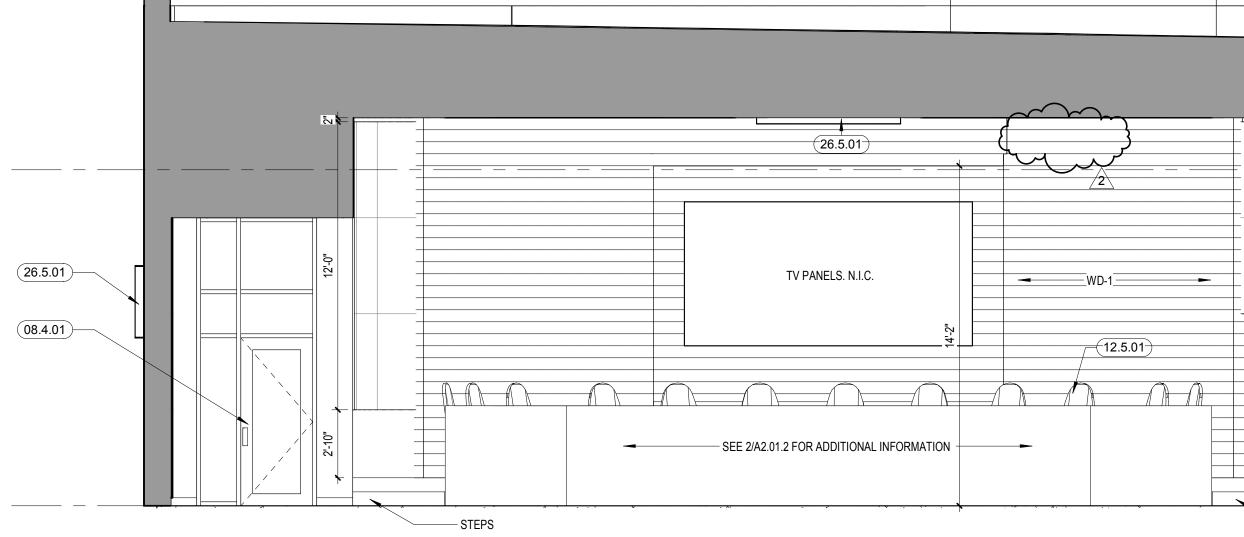
DESCRIPTION











4 INT. ELEVATION - A101 SOUTHEAST 1/4" = 1'-0"

3 INT. ELEVATION - A101 NORTHWEST 1/4" = 1'-0"

	Keyed notes
KEYED NOTE	DESCRIPTION
05.1.27	PAINTED STRUCTURAL STEEL COLUMN
05.5.02	1 1/2" DIAMETER ALUMINUM HANDRAIL
05.5.11	ROOF LADDER AND ROOF HATCH. SEE 13/A11.01.
06.4.02	CASEWORK. SEE CASEWORK ELEVATIO
06.4.03	COUNTERTOP
06.4.03 A	PLASTIC LAMINATE FINISH COUNTERTO
06.4.03 D	SOLID SURFACE COUNTERTOP
06.4.04	COUNTER SUPPORT
07.4.04	METAL WALL PANEL
07.5.01 C	ROOF MEMBRANE ON 1/2" COVER BOAR ON MINIMUM 3 1/2" POLYISOCYANURATE INSULATION BOARD ON METAL DECK
07.5.03	EXTEND BASE FLASHING UP BACK OF PARAPET AND OVER TOP.
07.6.10	PREFINISHED METAL TRIM
07.6.14	PREFINISHED METAL FASCIA ON CONTINUOUS CLEAT.
07.6.15	PRE-FINISHED METAL COPING
08.1.02	SCHEDULED DOOR AND FRAME. SEE DC SCHEDULE
08.4.01	ALUMINUM STOREFRONT SYSTEM
08.5.01	ALUMINUM WINDOW
08.5.13	HOLLOW METAL WINDOW FRAME, PAINT
09.2.02	1" CEMENT PLASTER (INTEGRAL COLOR ON GALVANIZED METAL LATH
09.2.45 C	5/8" GYPSUM BOARD
09.6.01	SCHEDULED BASE
09.8.01	FIXED ACOUSTIC WALL PANELS (1" THIC
11.4.02 A	ICE MAKER, OWNER PROVIDED
12.5.01	FURNITURE, N.I.C.
26.5.01	SCHEDULED LIGHT FIXTURE. SEE ELECTRICAL DRAWINGS.

1 INT. ELEVATION - A101 NORTHEAST 1/4" = 1'-0"

05.5.02

2

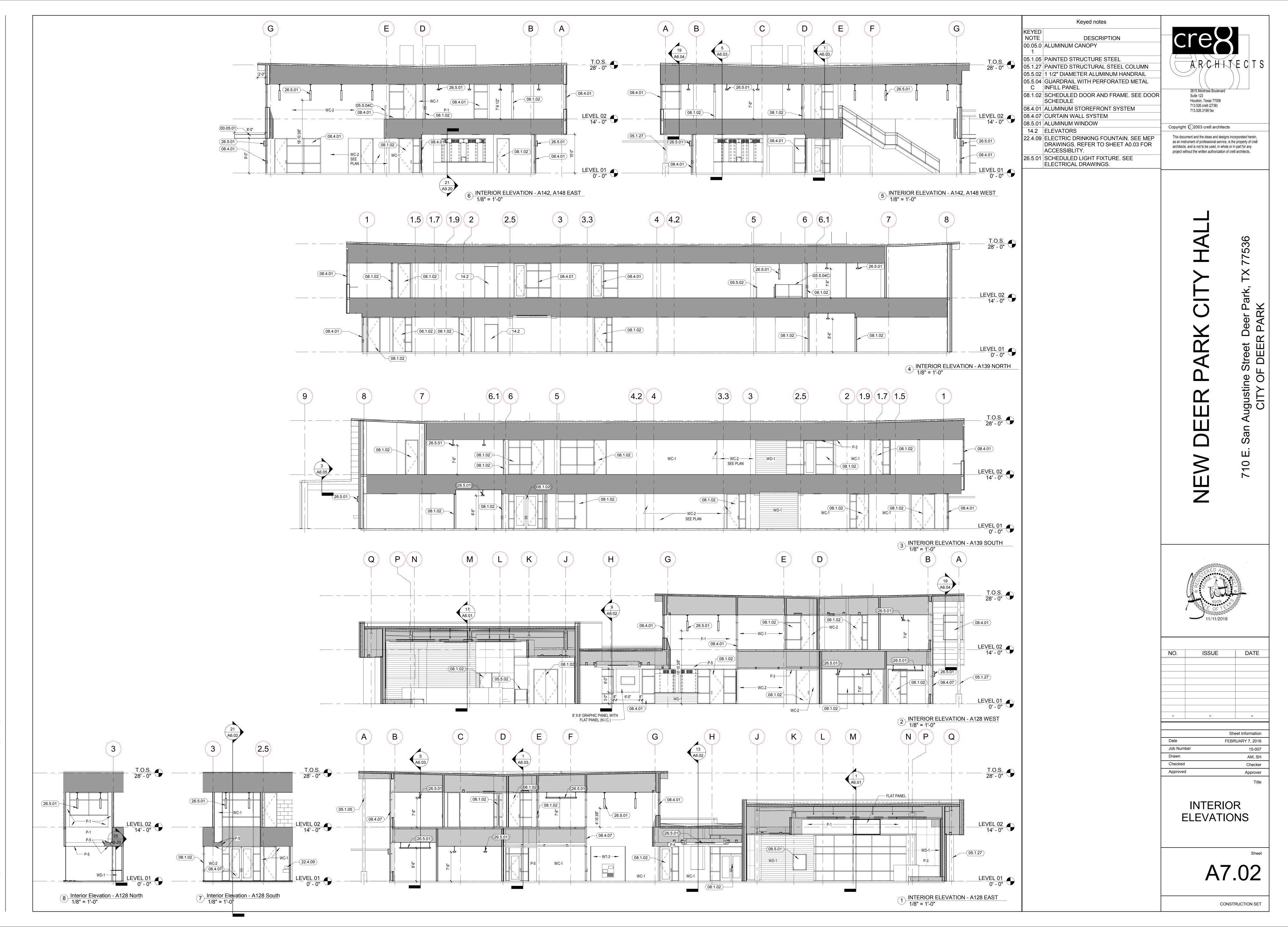
STEPS

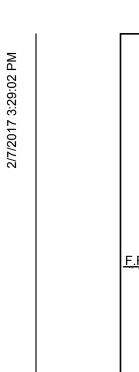
05.5.11

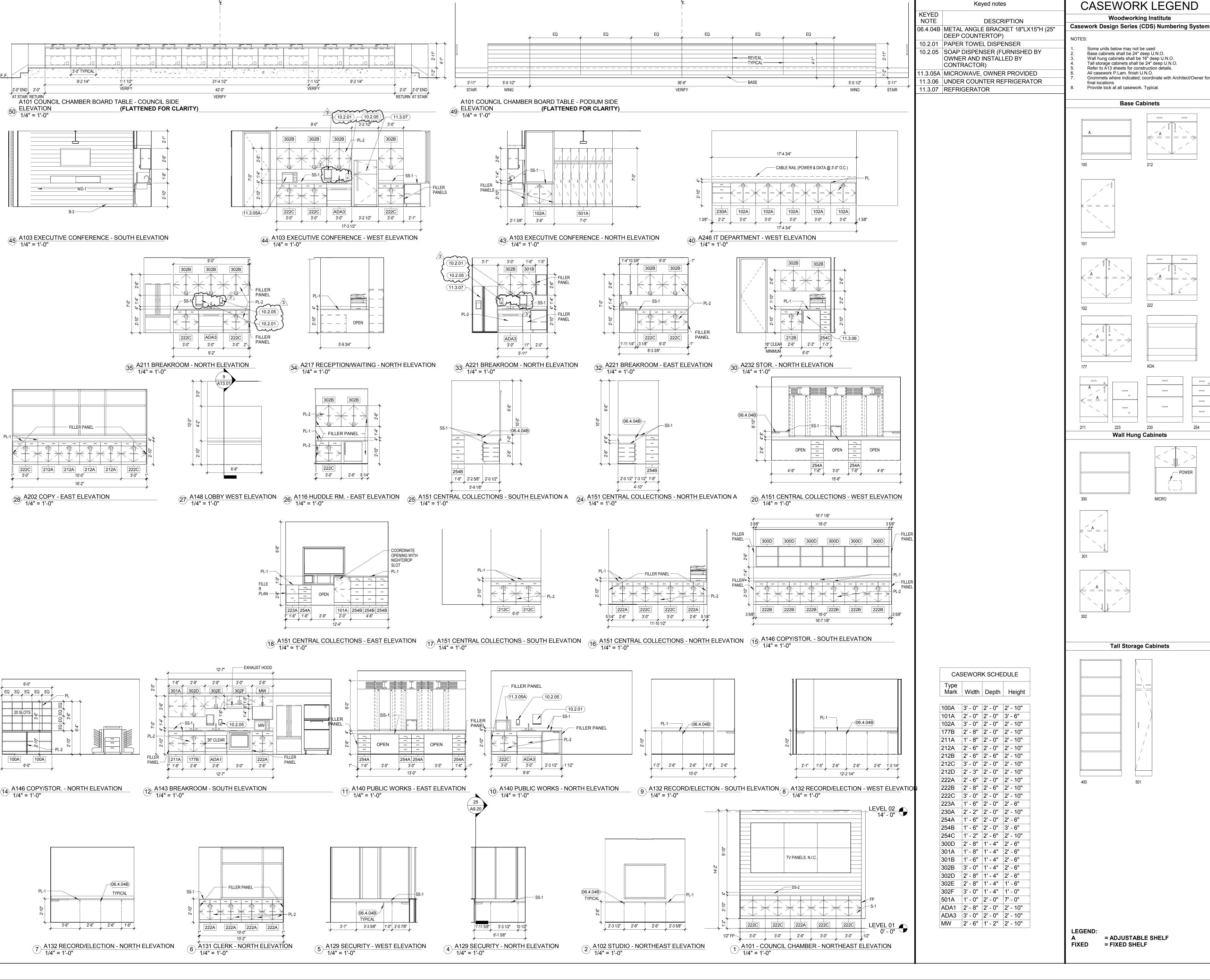
(11.4.02A)

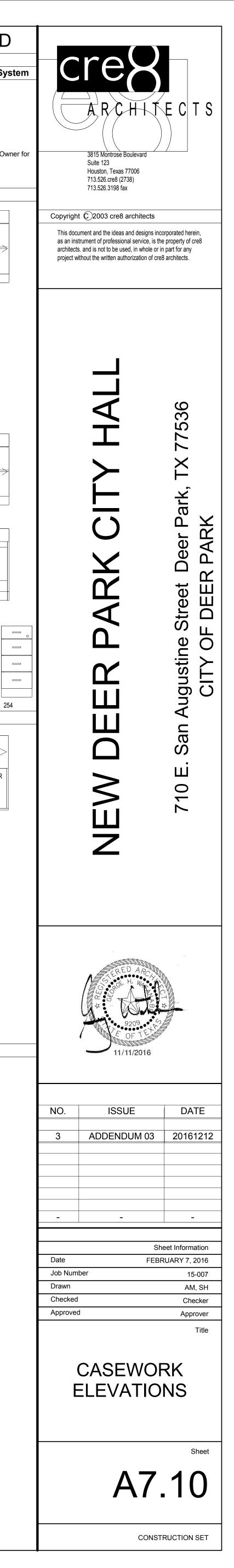
LEVEL 01 0' - 0"





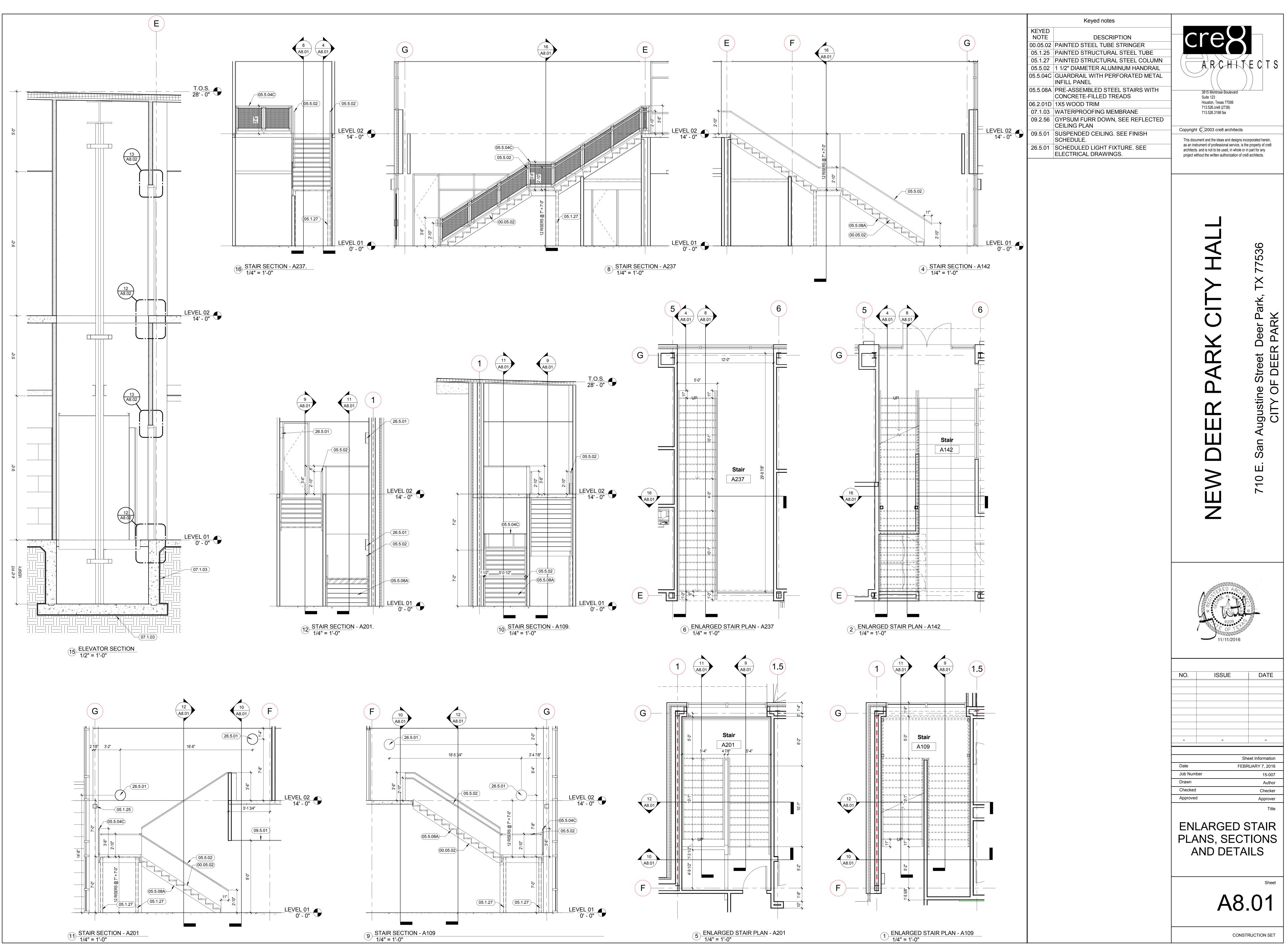


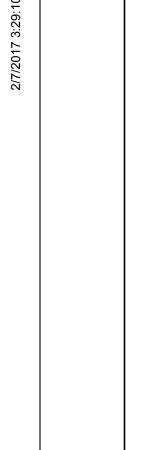


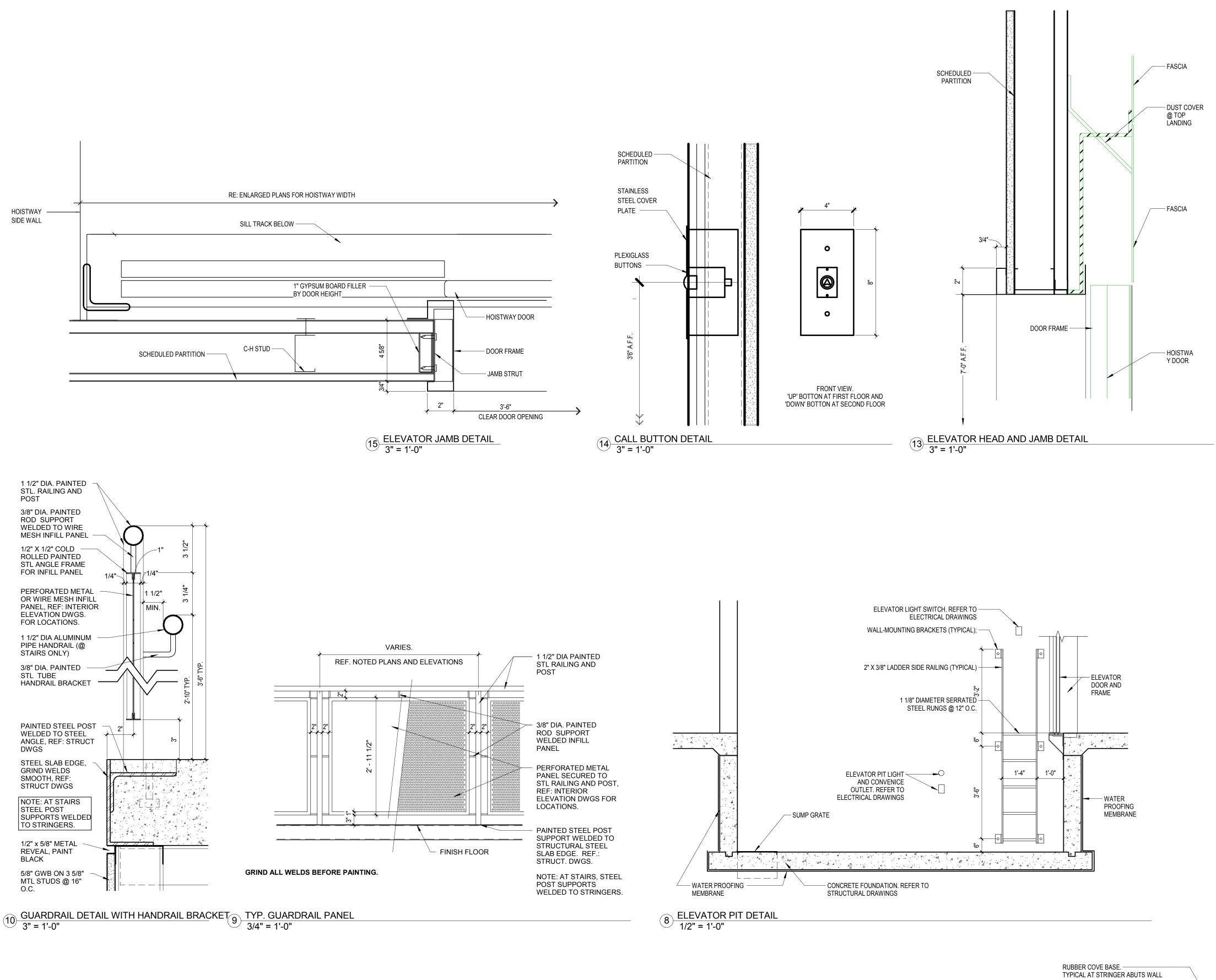


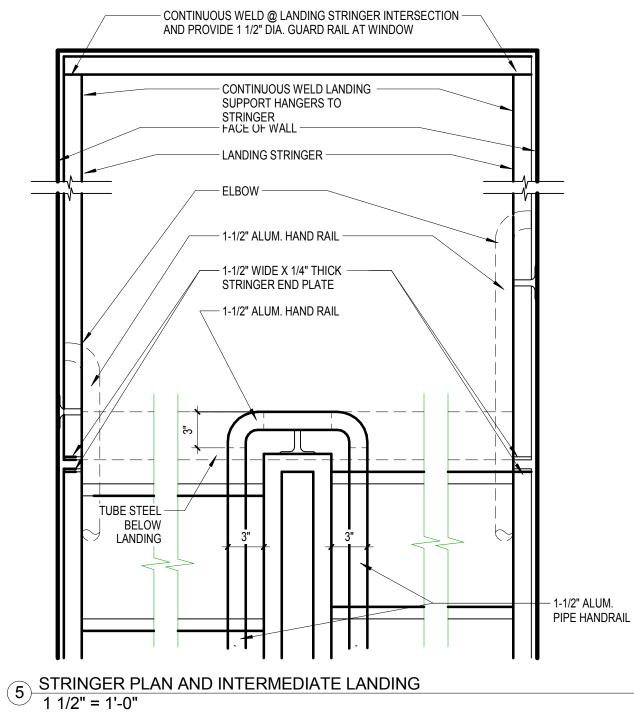
Keyed notes

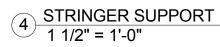




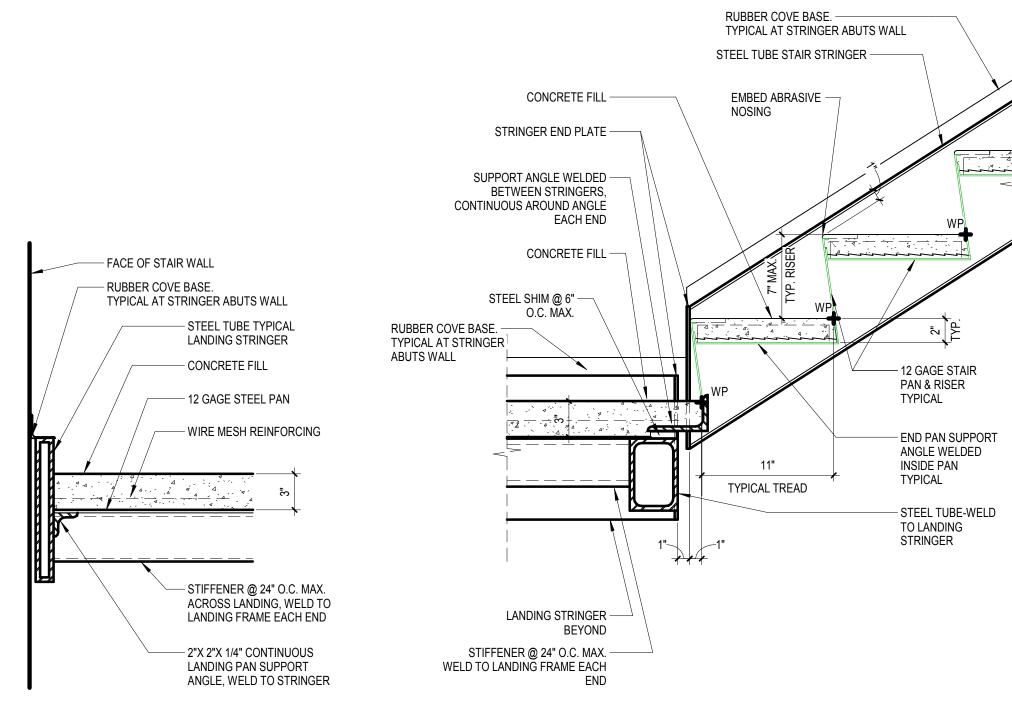


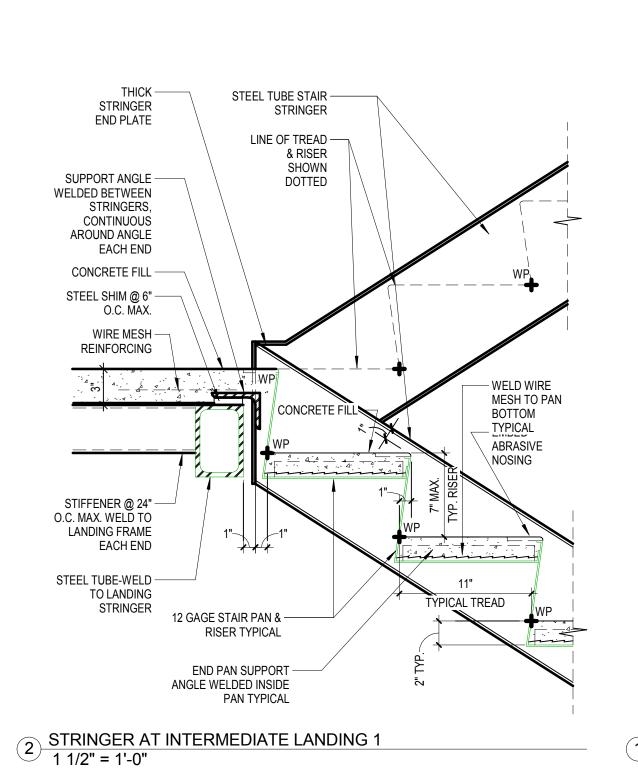


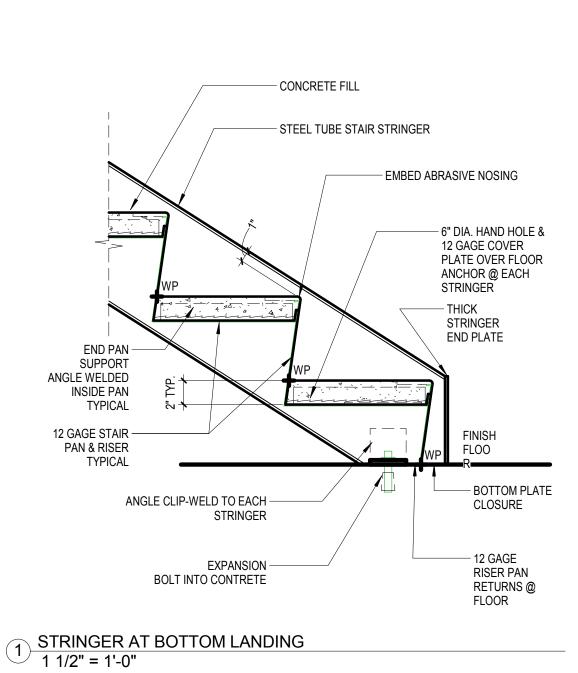




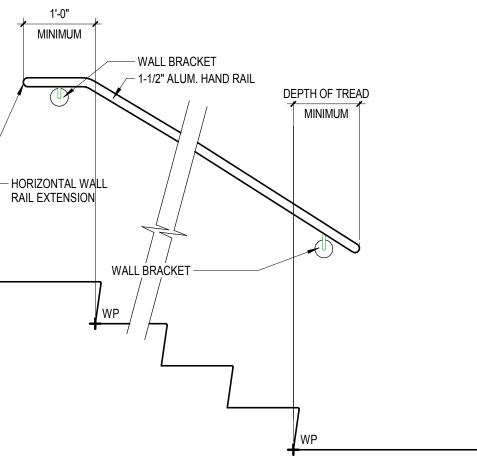
# 3 STRINGER AT INTERMEDIATE LANDING 2 1 1/2" = 1'-0"

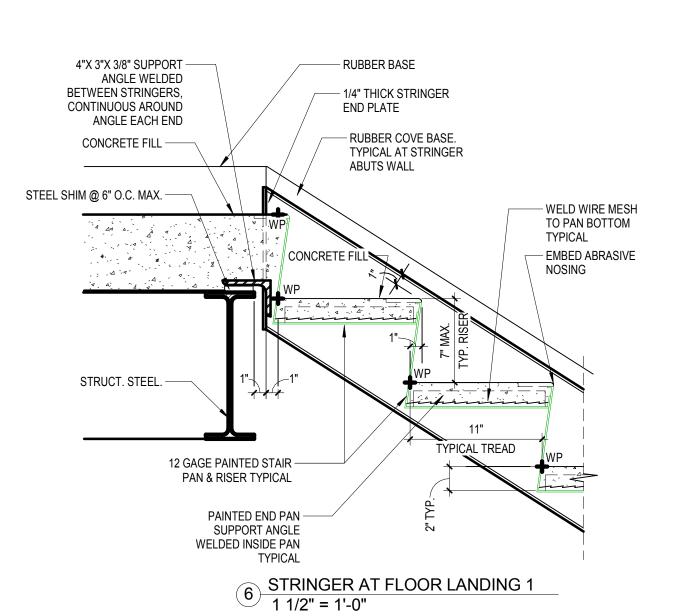


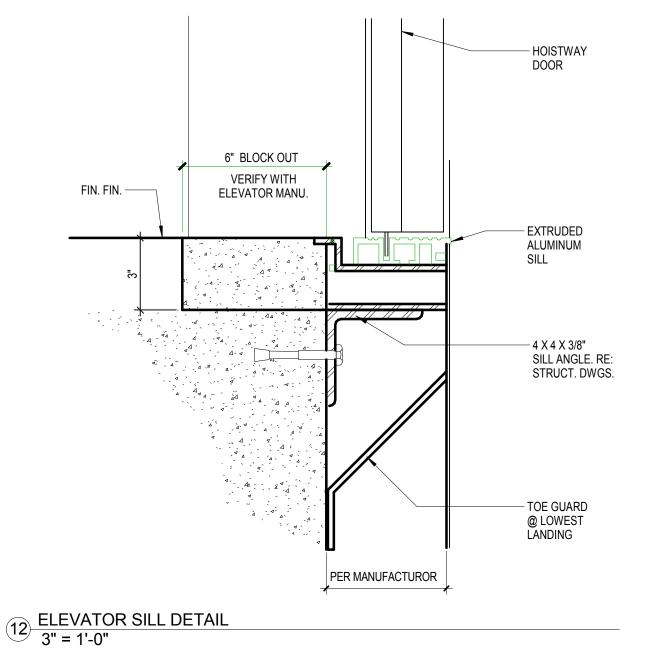


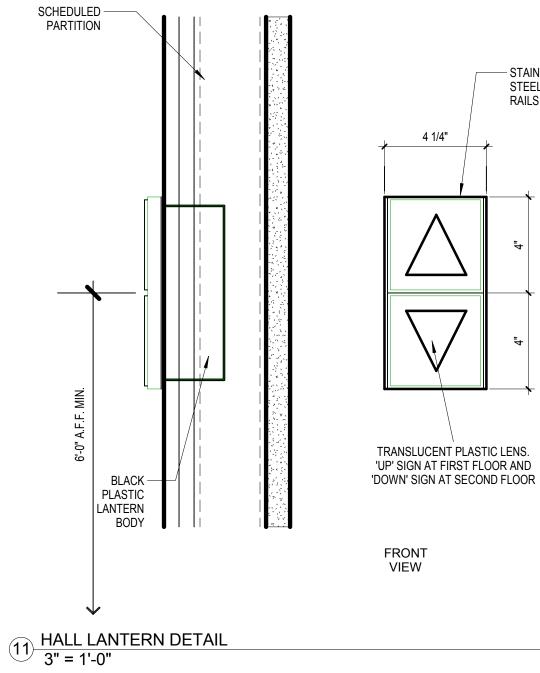


7 WALL MOUNTED HANDRAIL ELEVATION 3/4" = 1'-0"

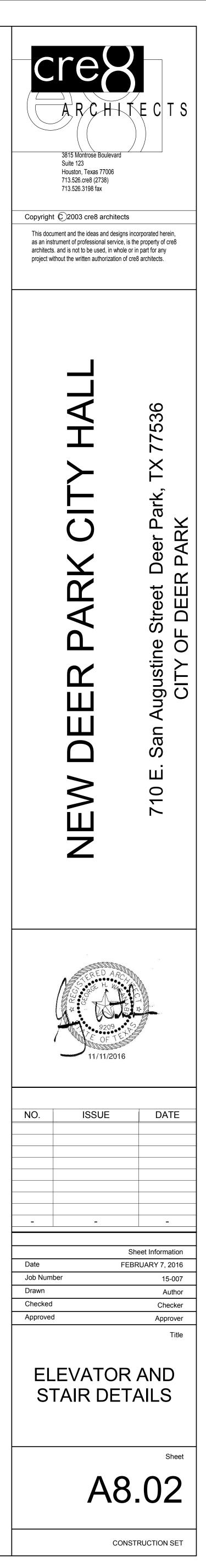


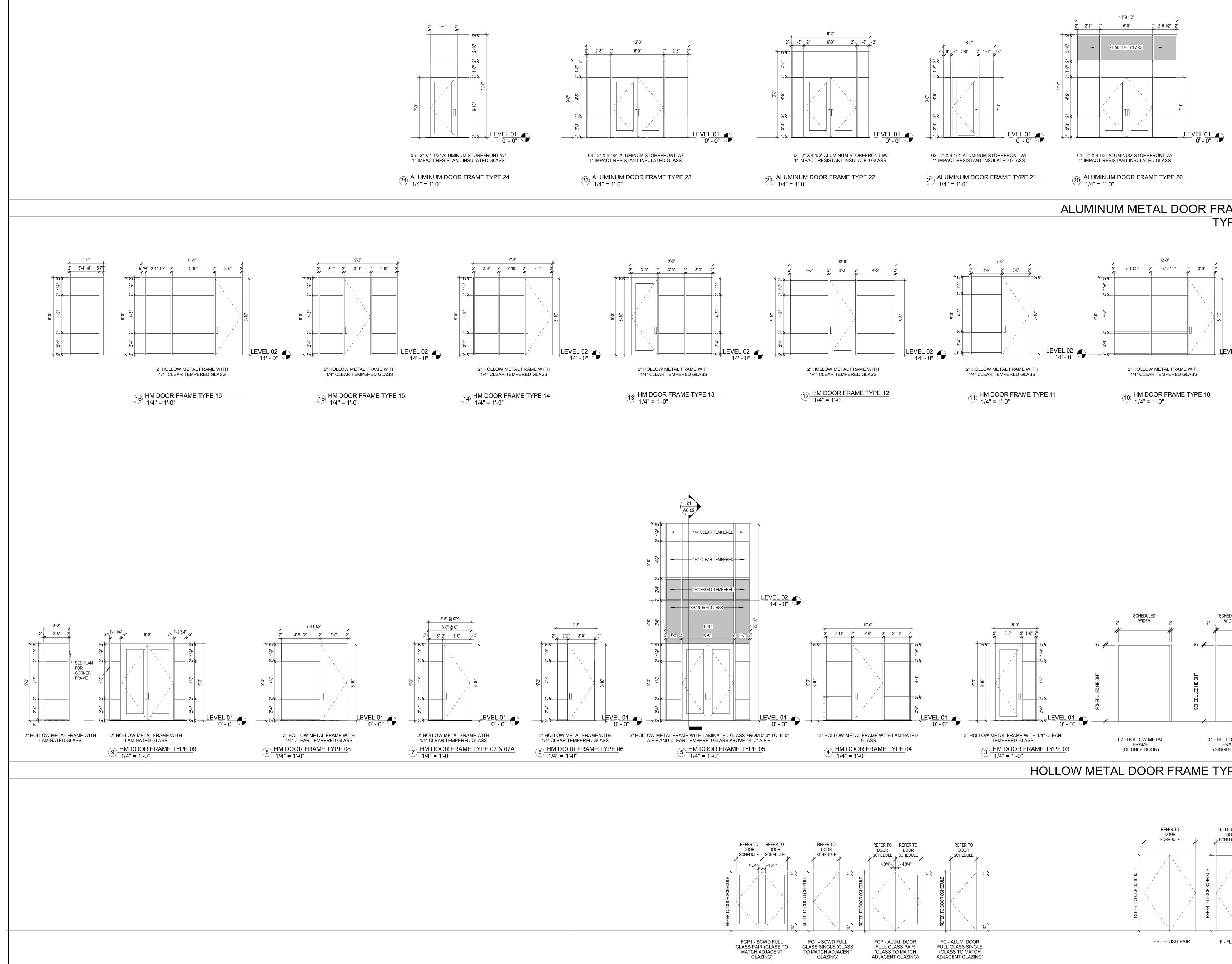


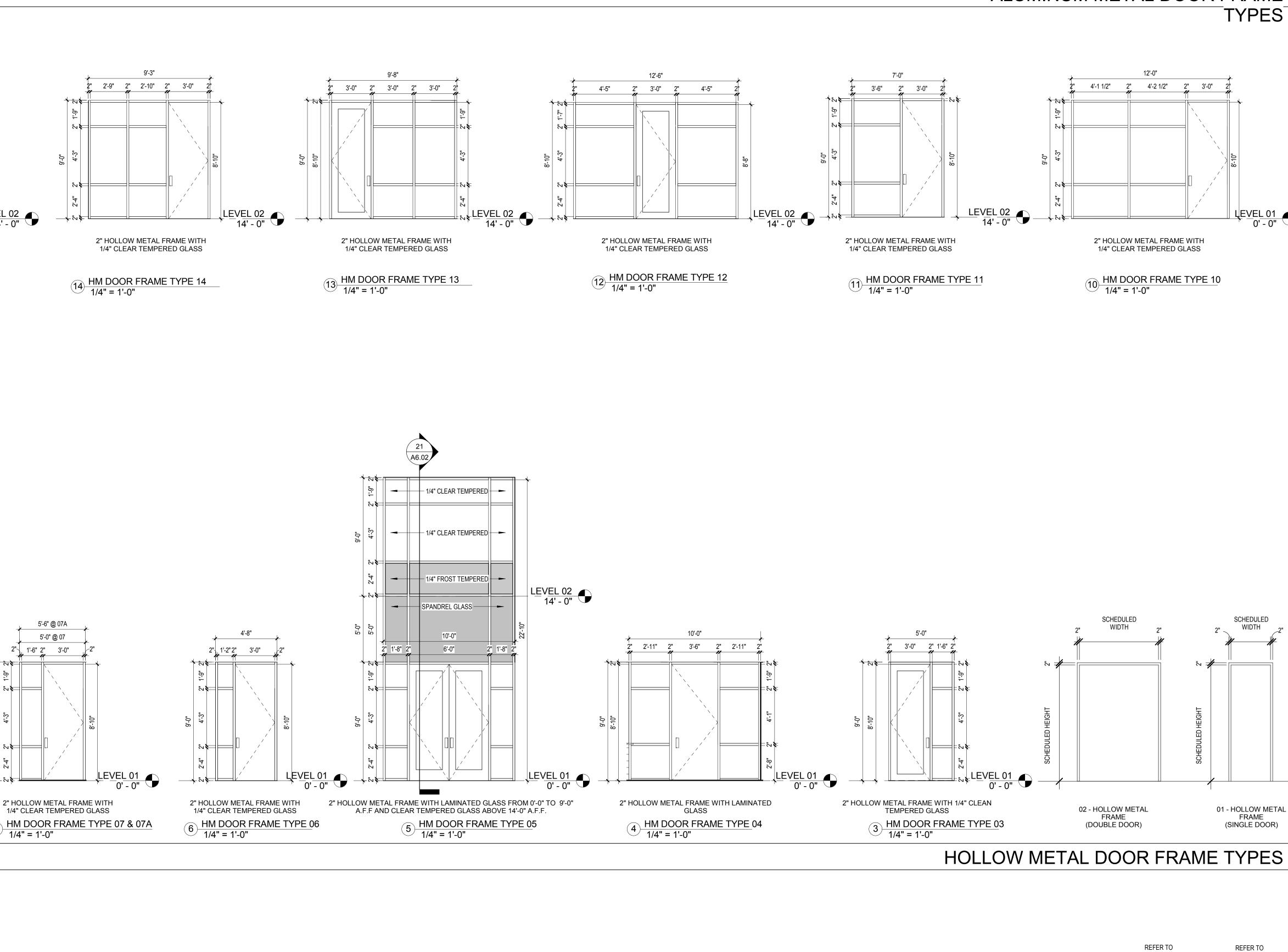


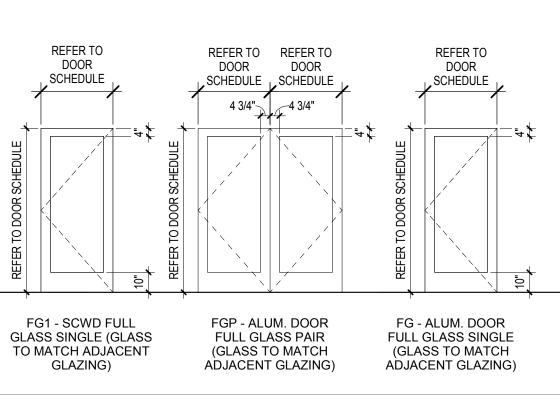


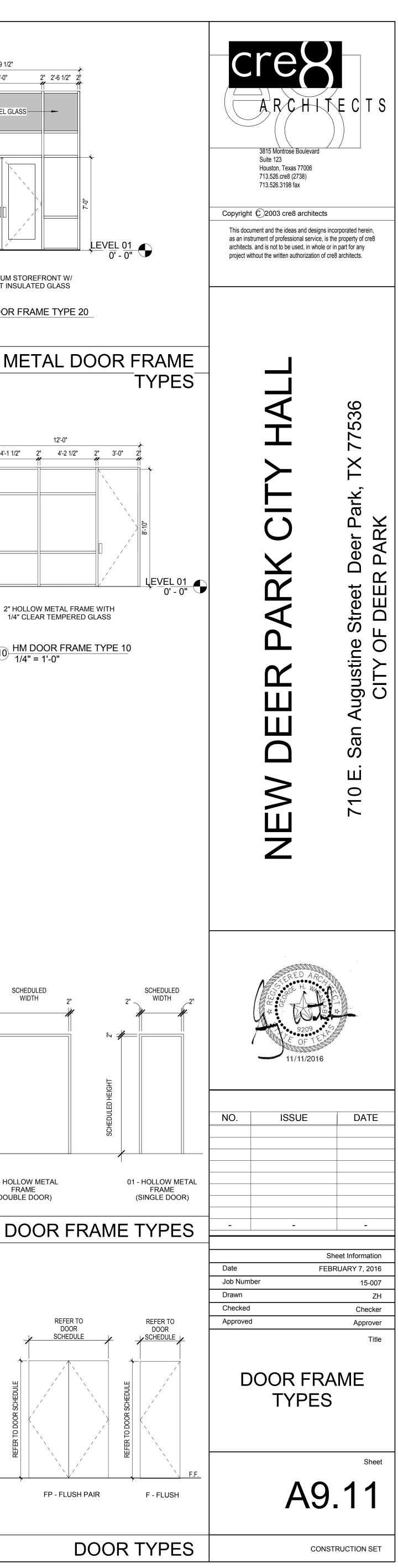
— STAINLESS STEEL TRIM RAILS



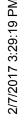


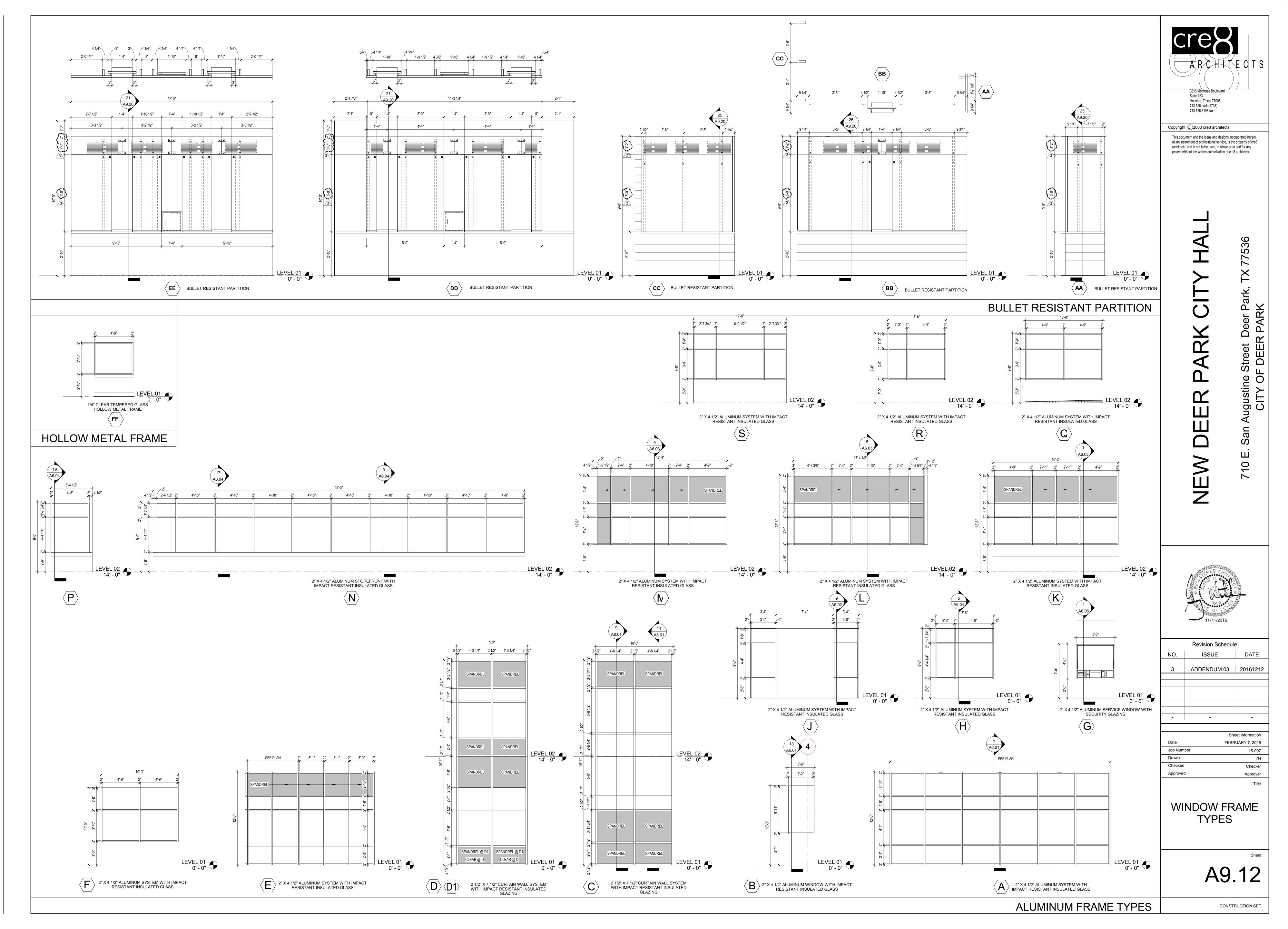




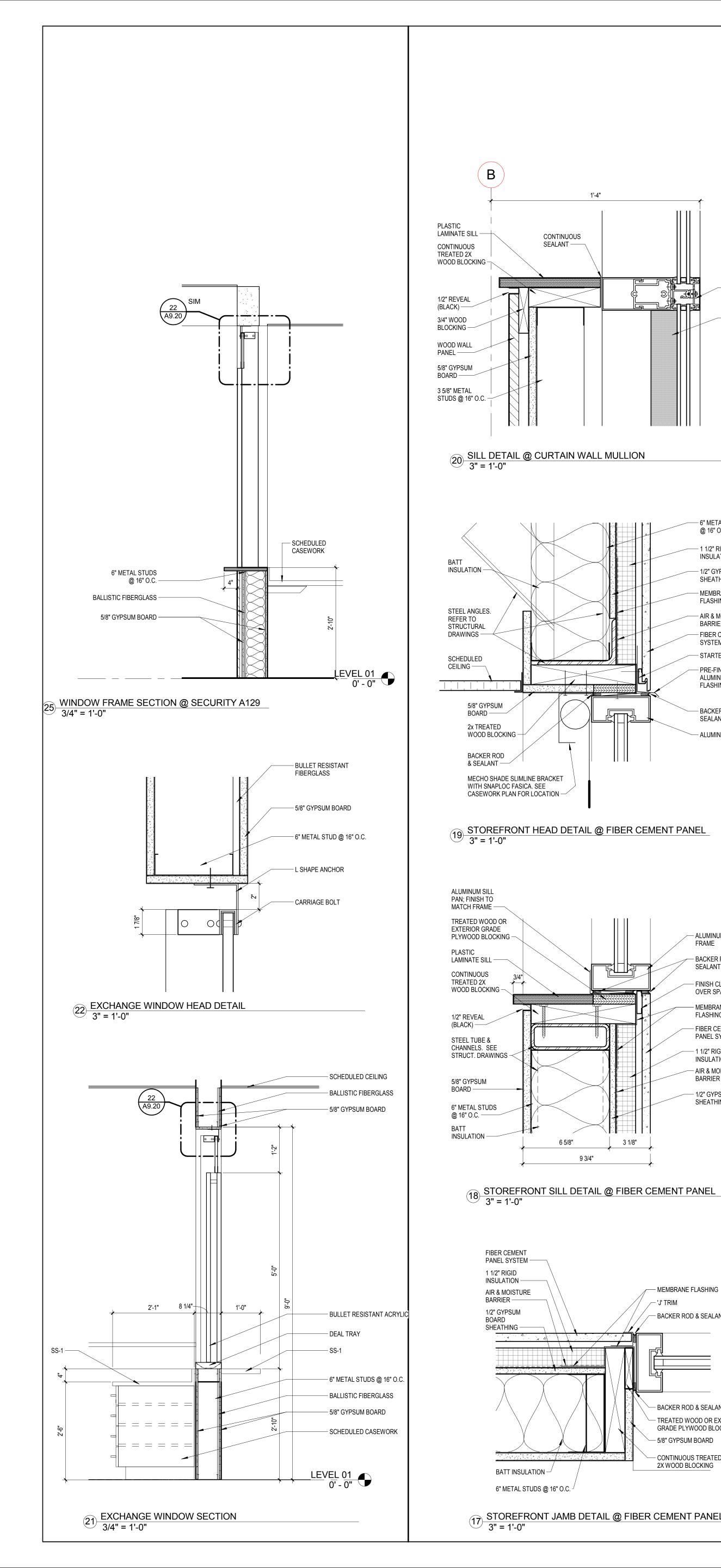


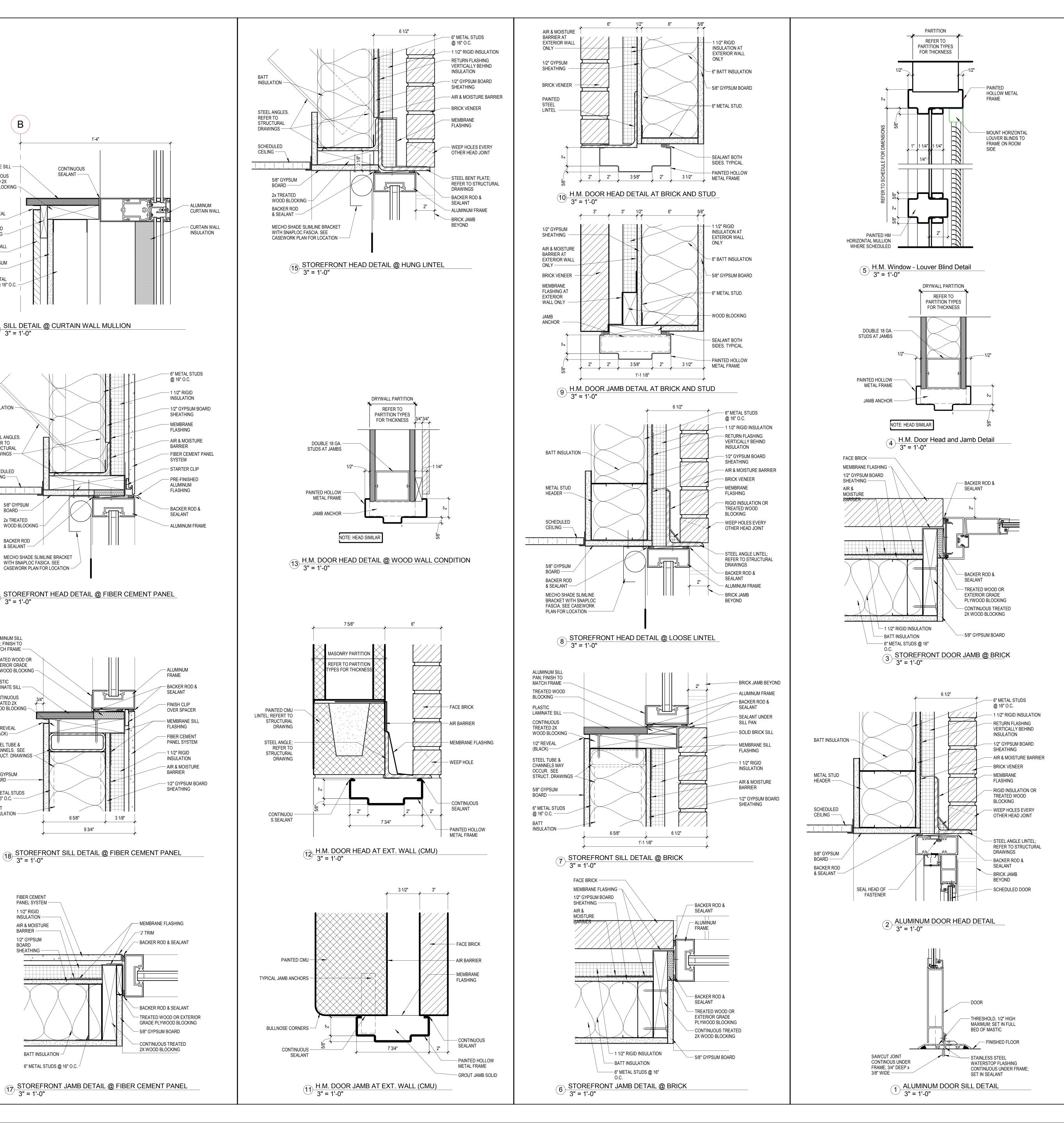
# ALUMINUM METAL DOOR FRAME



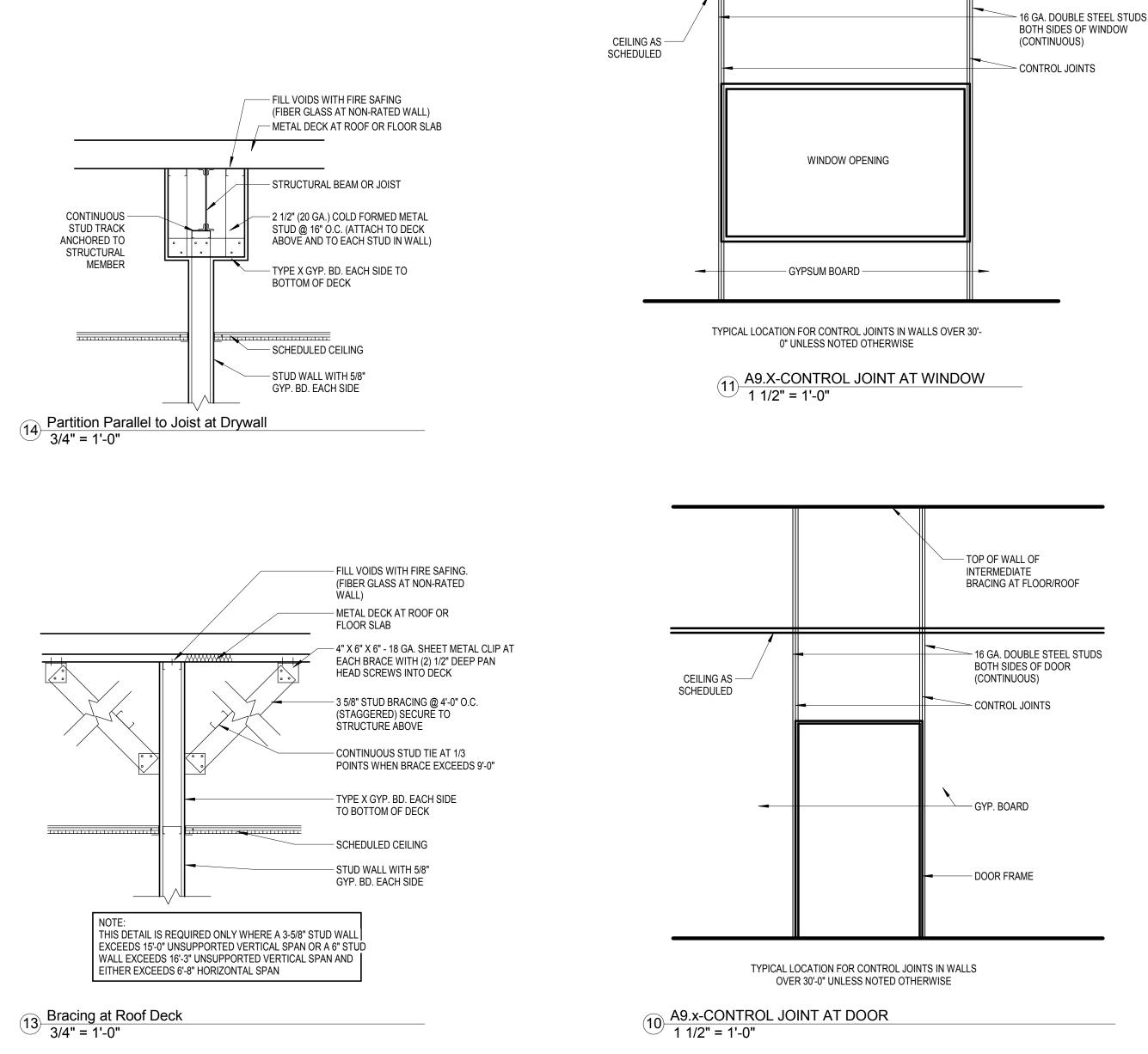




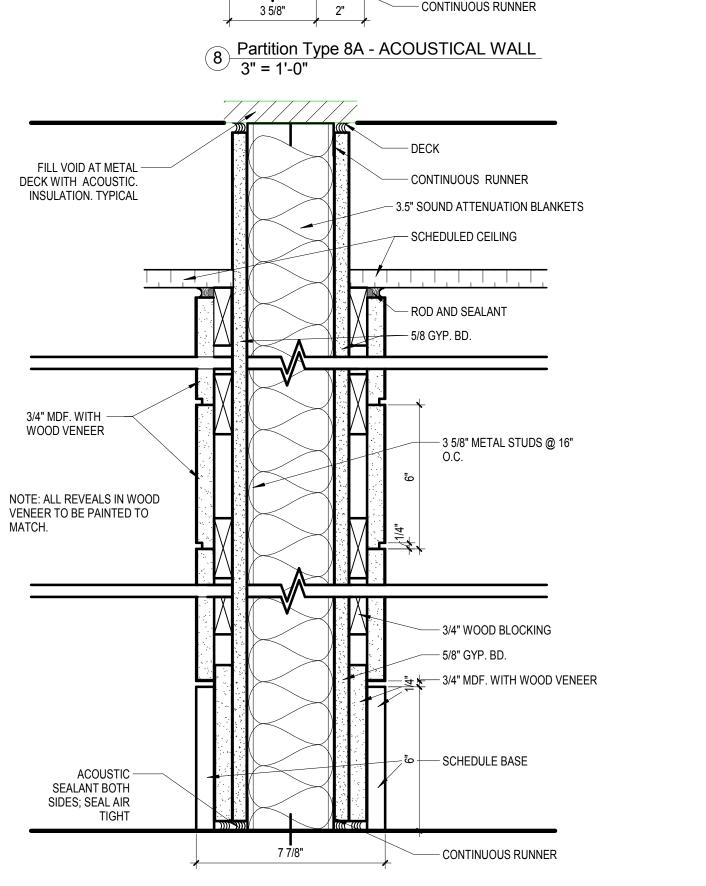




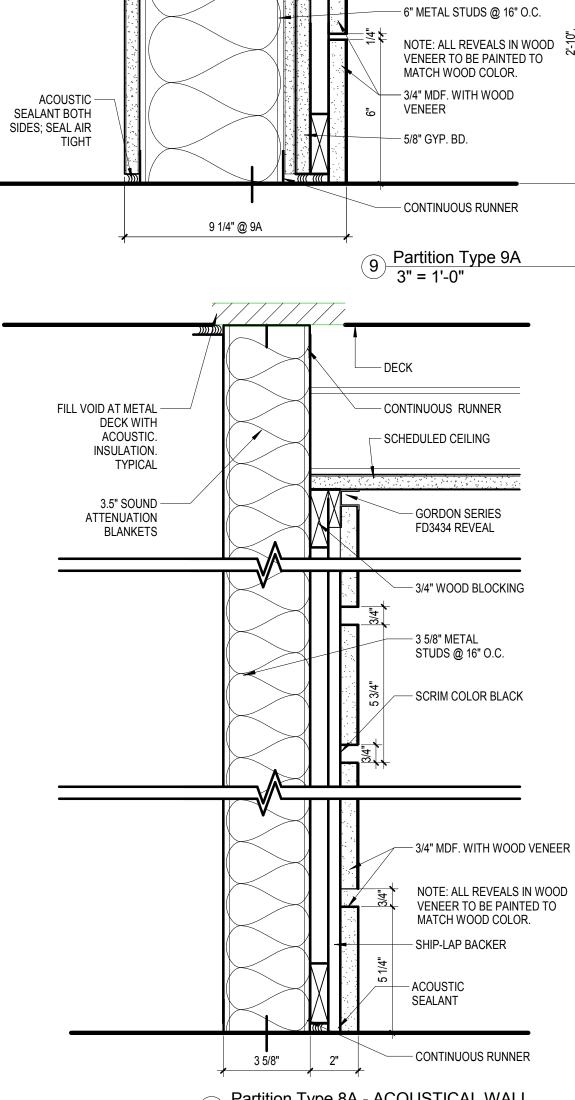




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	TOP OF WALL OF INTERMEDIATE BRACING AT FLOOR/ROOF
	16 GA. DOUBLE STEEL STUDS BOTH SIDES OF WINDOW (CONTINUOUS)



777777

FILL VOID AT -

ACOUSTIC.

TYPICAL

INSULATION.

SOUND -ATTENUATION

BLANKETS

SEE CASEWORK

METAL DECK WITH

DECK

// /<u>`</u>\_\_\_\_\_

- CONTINUOUS RUNNER

SCHEDULED CEILING

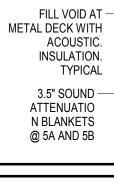
— 5/8 GYP. BD.

— SS-1

— 3/4" PLYWOOD

- 3/4" WOOD BLOCKING

- BALLISTIC FIBERGLASS





ACOUSTIC -

TIGHT

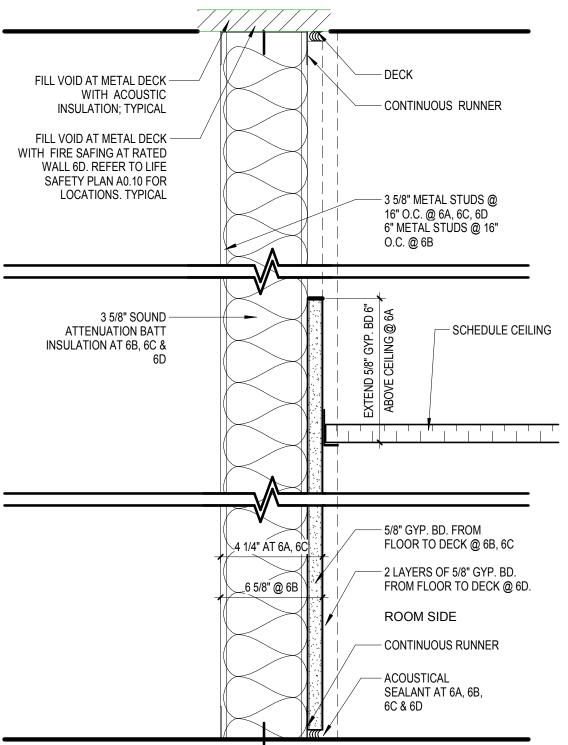
SEALANT BOTH

SIDES; SEAL AIR



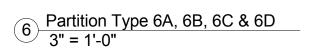


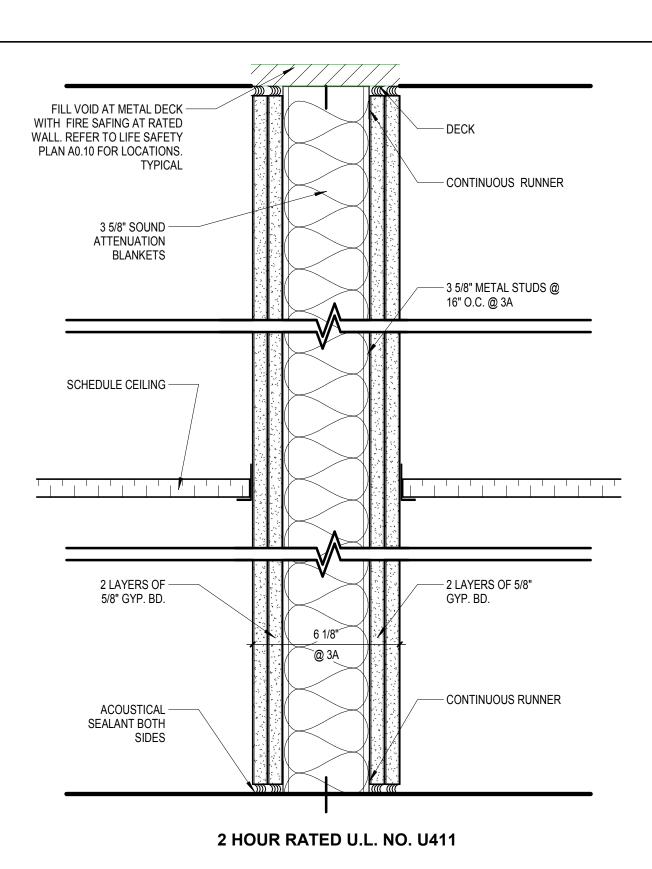




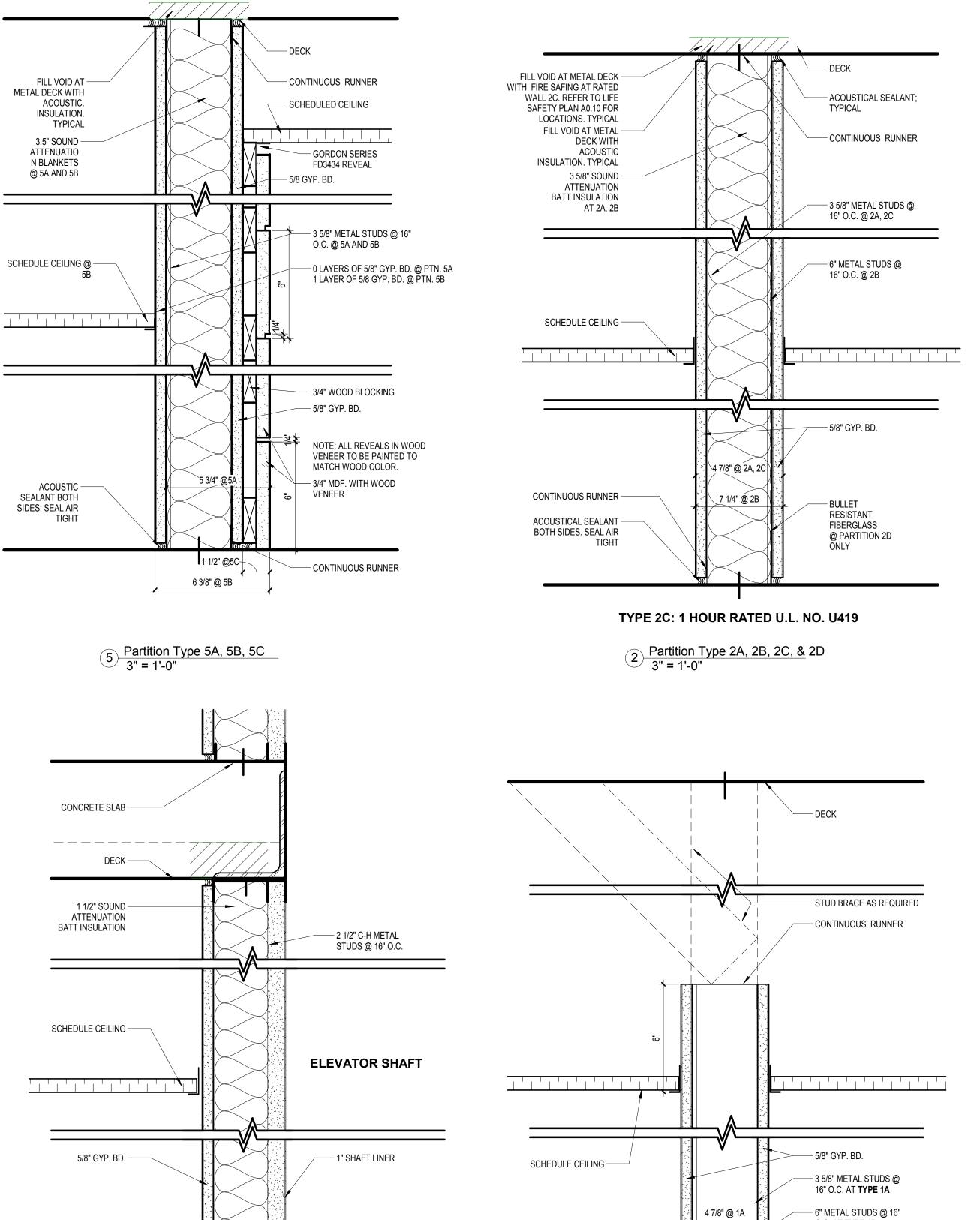
7 Partition Type 7 3" = 1'-0"

4 Partition Type 4 - SHAFT WALL 3" = 1'-0"





3 Partition Type 3A 3" = 1'-0"



1 HR RATED U.L. NO. U417

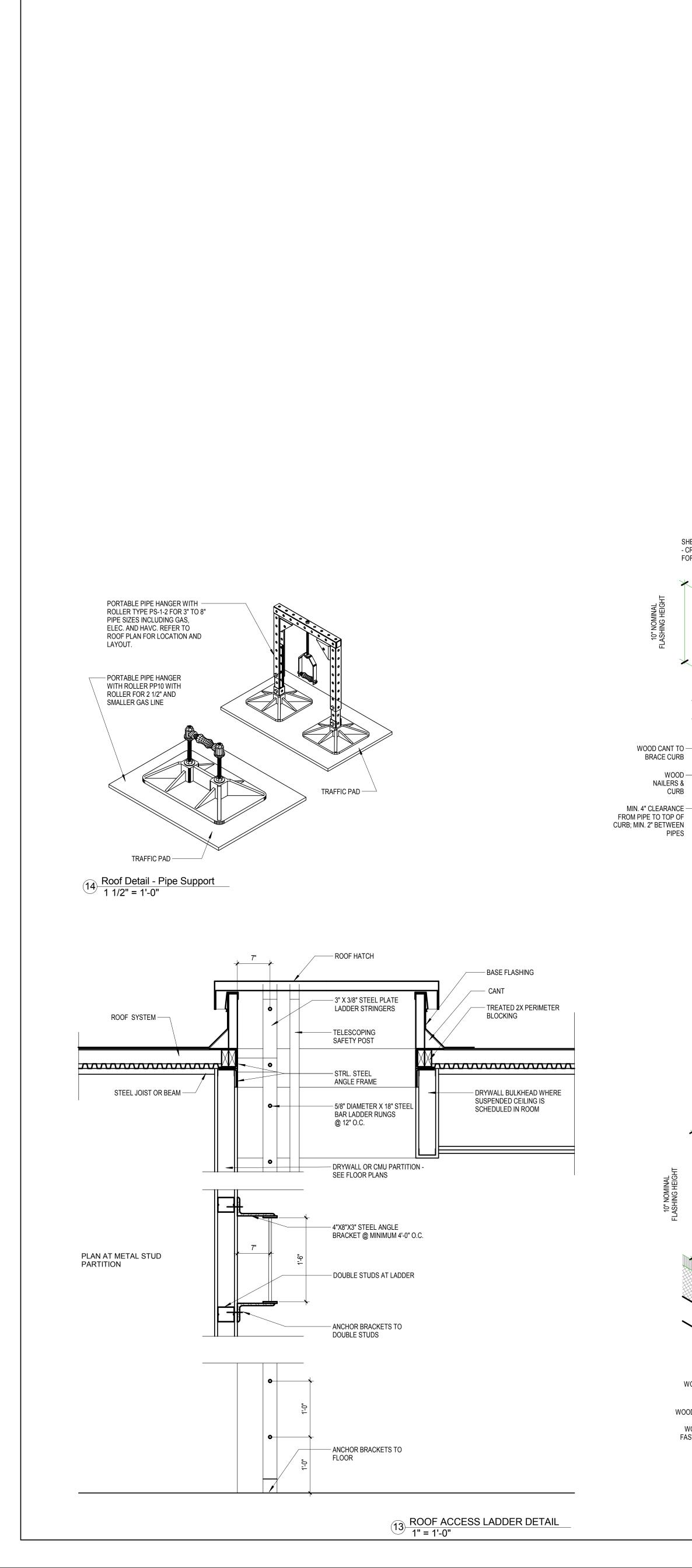
1 Partition Type 1A & 1B 3" = 1'-0"

7 1/4" @ 1B

O.C. AT TYPE 1B

- CONTINUOUS RUNNER





9 Roof Detail - Equipment Support 3" = 1'-0"

INSULATE VOID TO PREVENT

SHEET METAL OR FLEX-TUBE

HIGH-DOMED, CAPPED, GASKETED

18" O.C., DEPENDING UPON WIND

— REMOVABLE SHEET METAL

- FASTENERS APPROX. 8" O.C.

- EXTEND FIELD PLIES

ABOVE HEAD OF

- ROOF MEMBRANE

- REFER TO ROOF PLAN FOR DECK CONSTRUCTION

COUNTERFLASHING

- ROOF MEMBRANE

FLASHING - HEAT

WELDED

CANT

 $10 \frac{\text{Roof Detail - Pipe Penetration}}{3" = 1'-0"}$ 

CONDITIONS; MINIMUM TWO

FASTENERS PER SIDE)

CONDENSATION

- SLOPE PIPES DOWN

FLASHING RECEIVER

FASTENERS (APPROX.

ZONE AND LOCAL

SHEET METAL

AND AWAY FROM HOOD

COLLAR

SHEET METAL ENCLOSURE -

- CROSSBREAK OR SLOPE

FOR DRAINAGE

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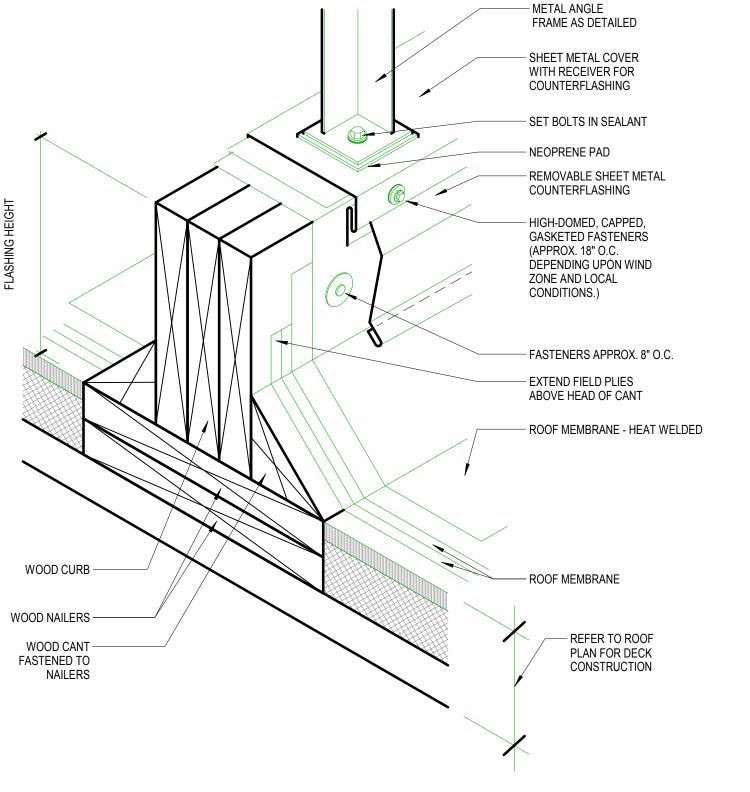
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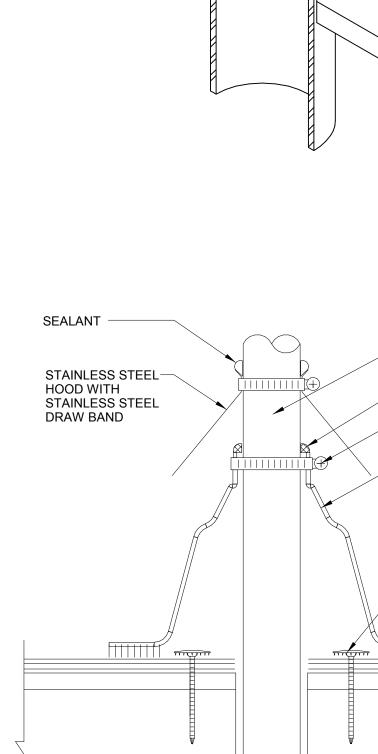
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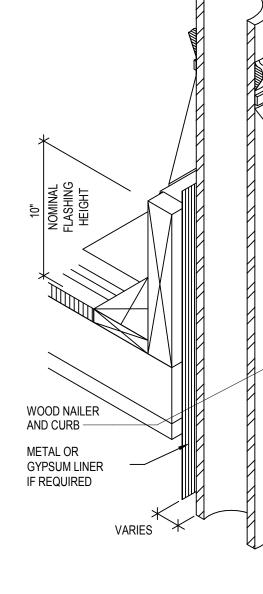
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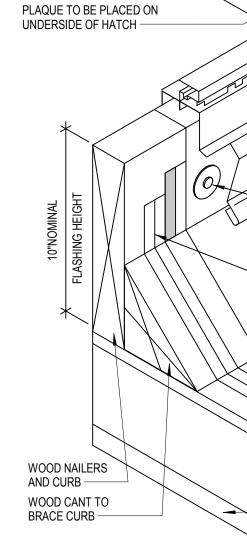
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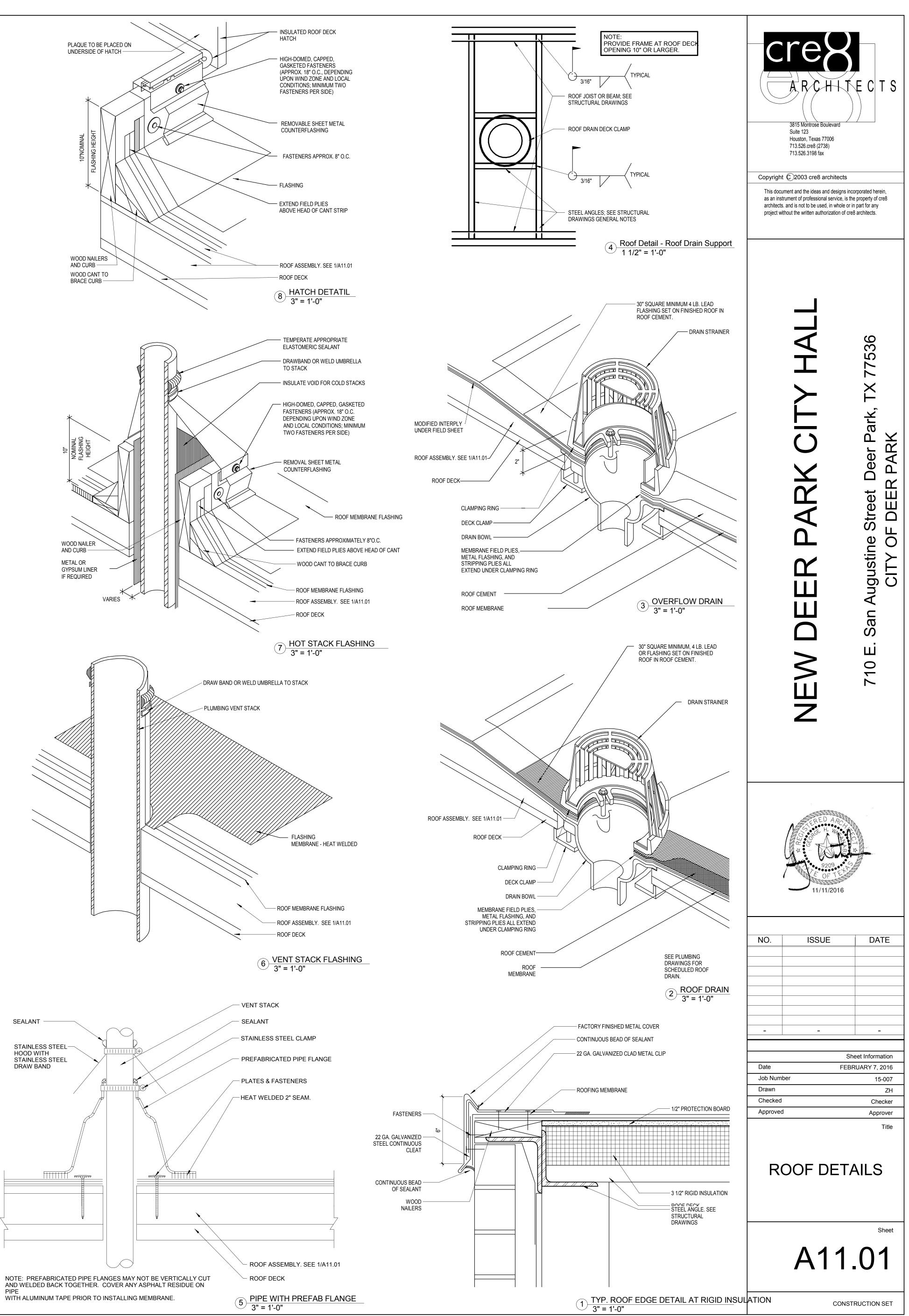


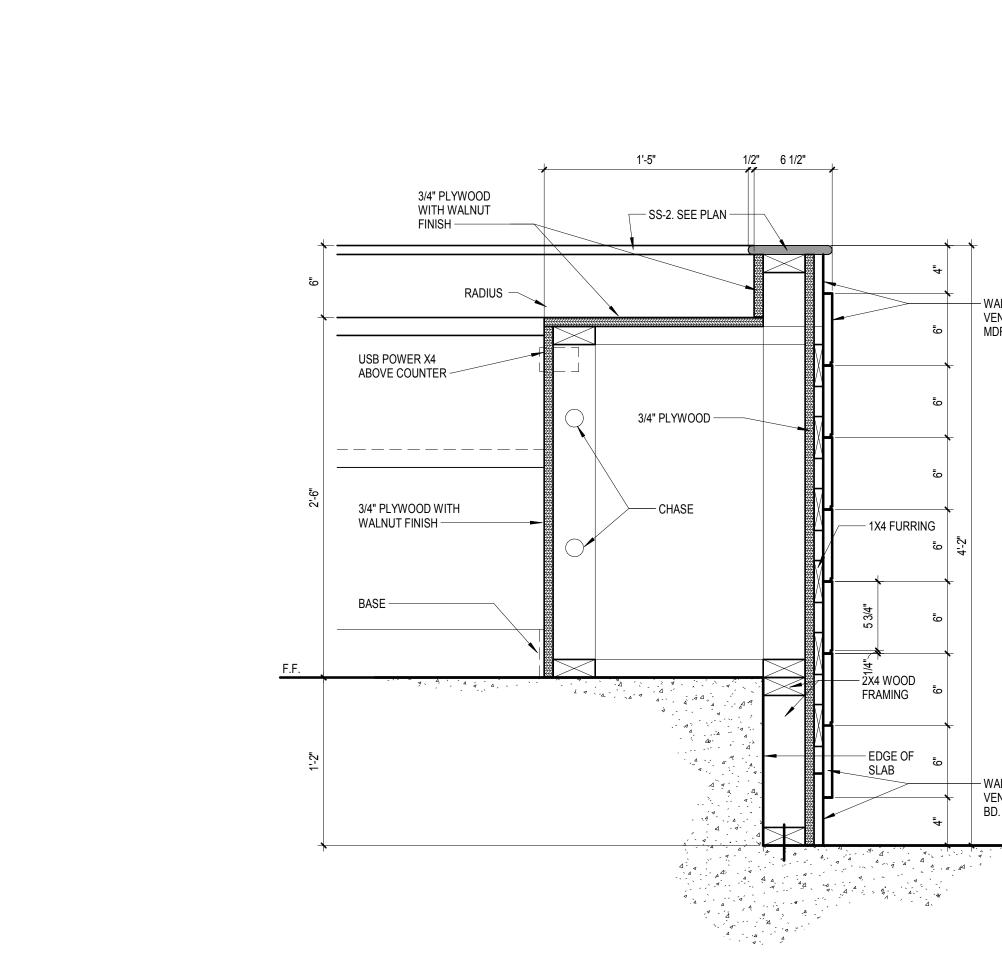


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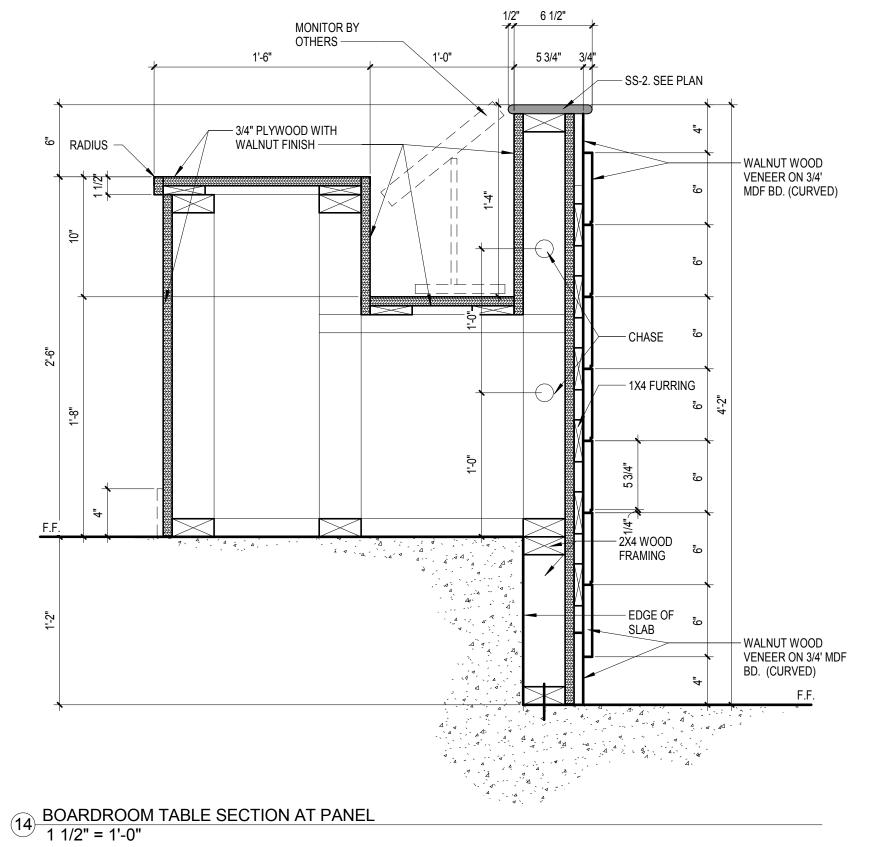




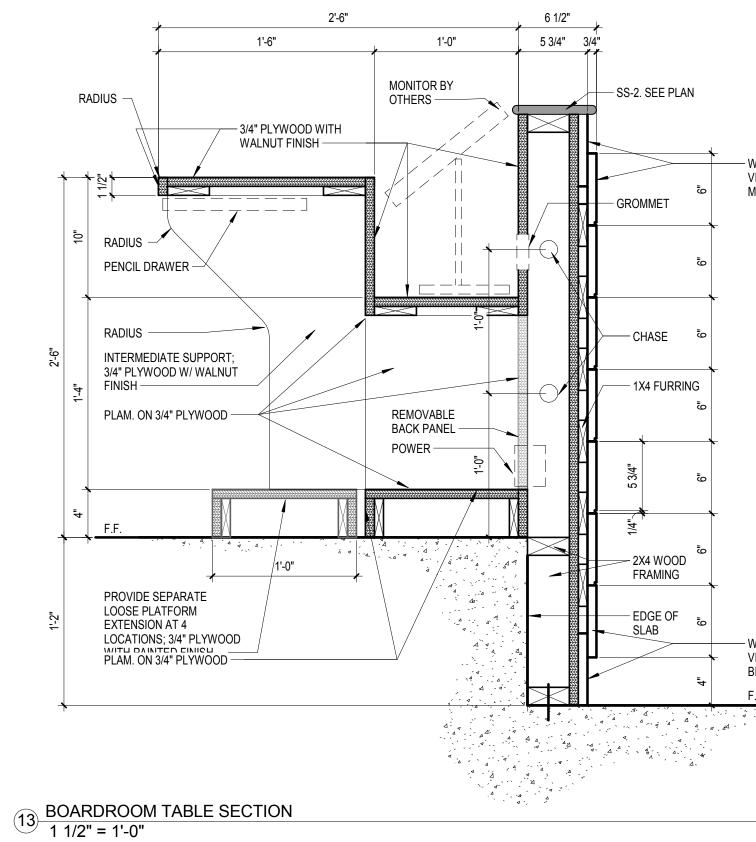


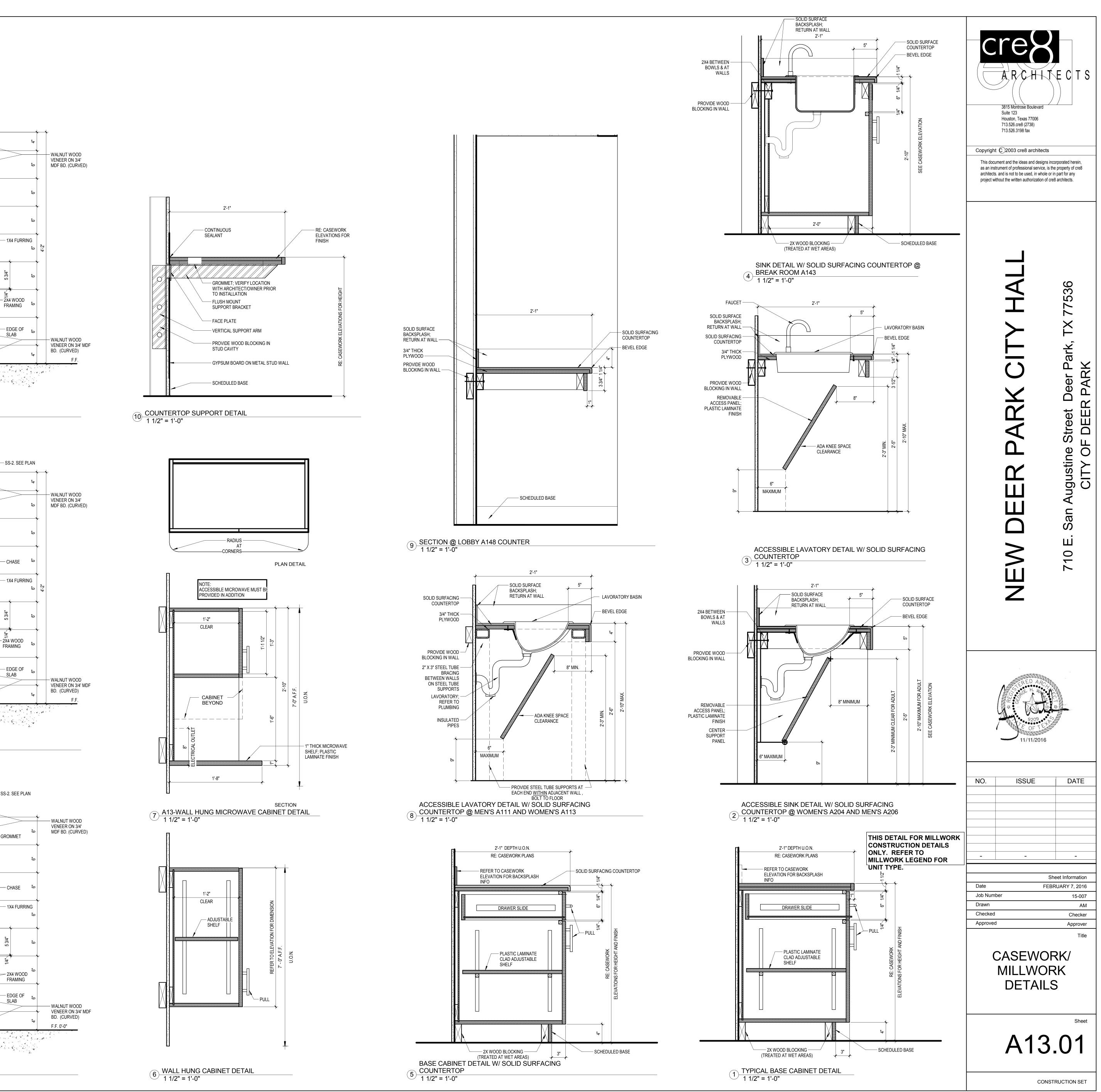


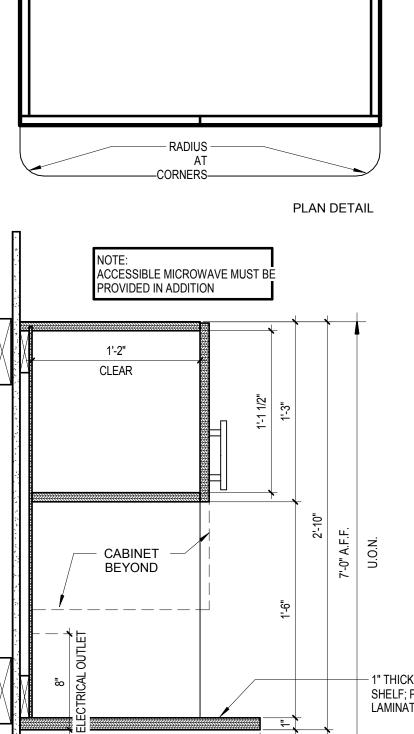




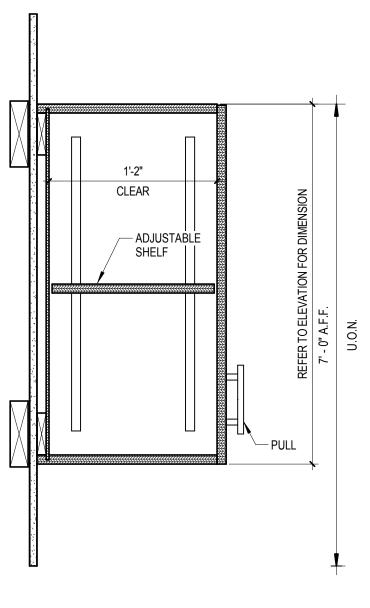
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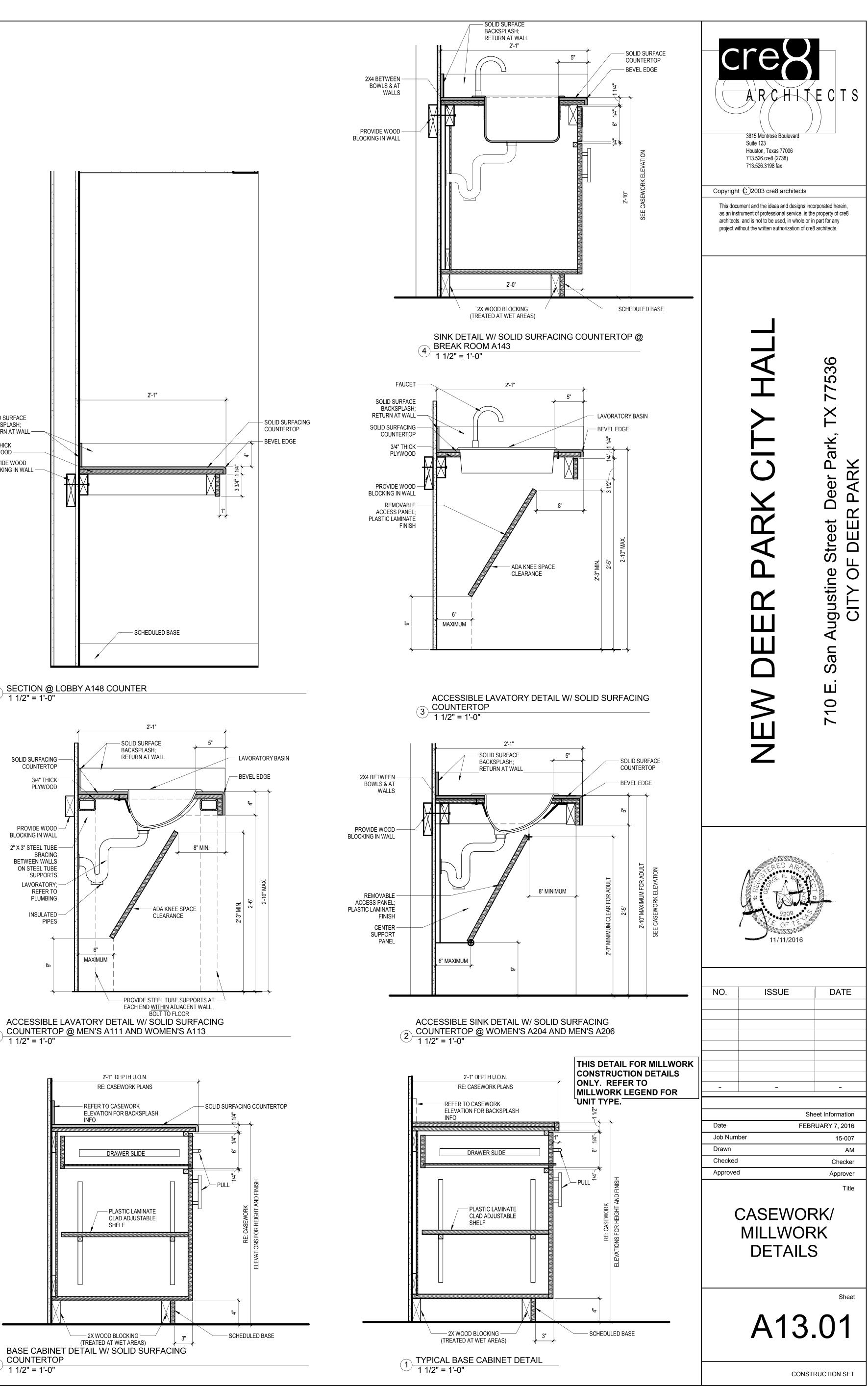


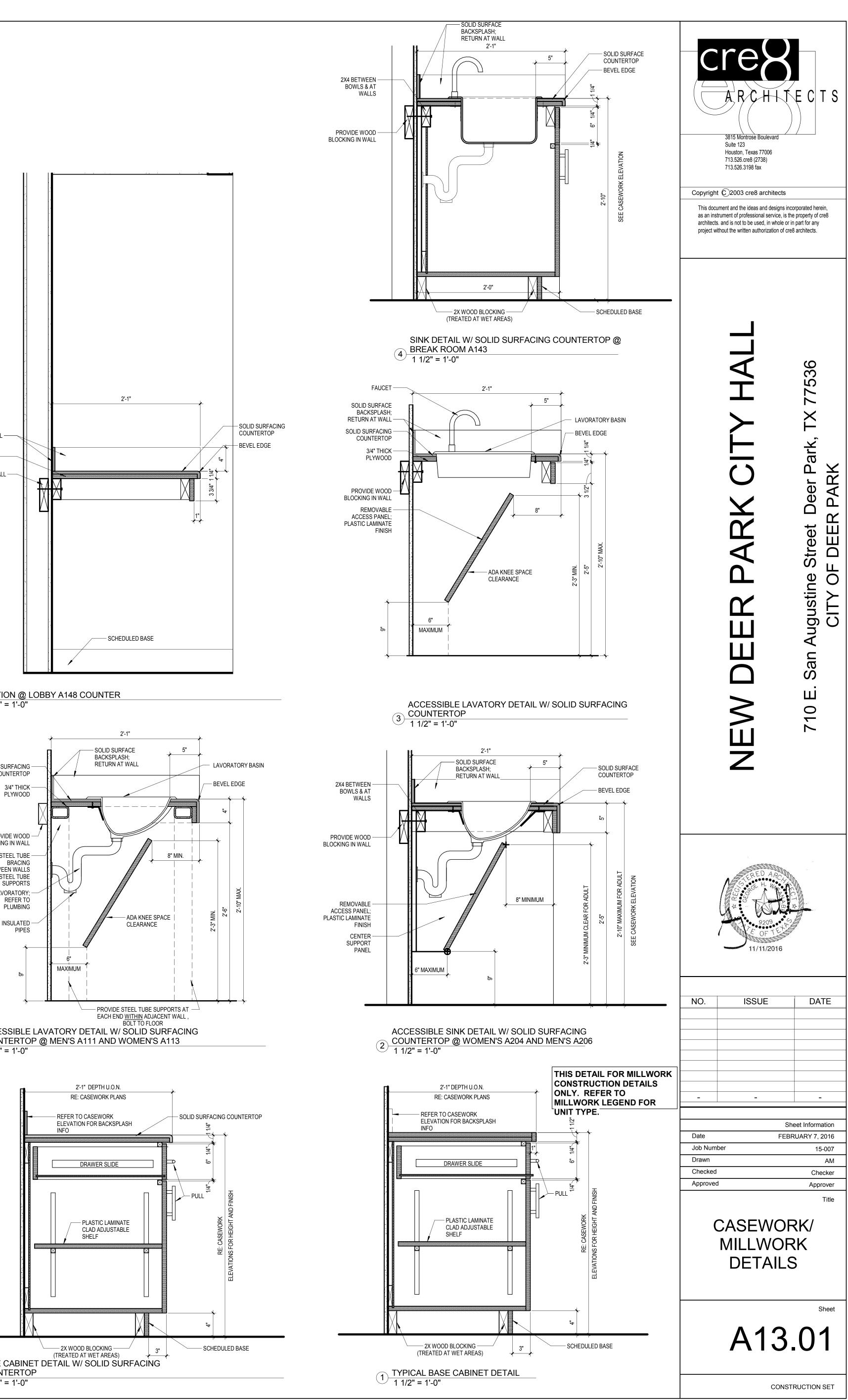




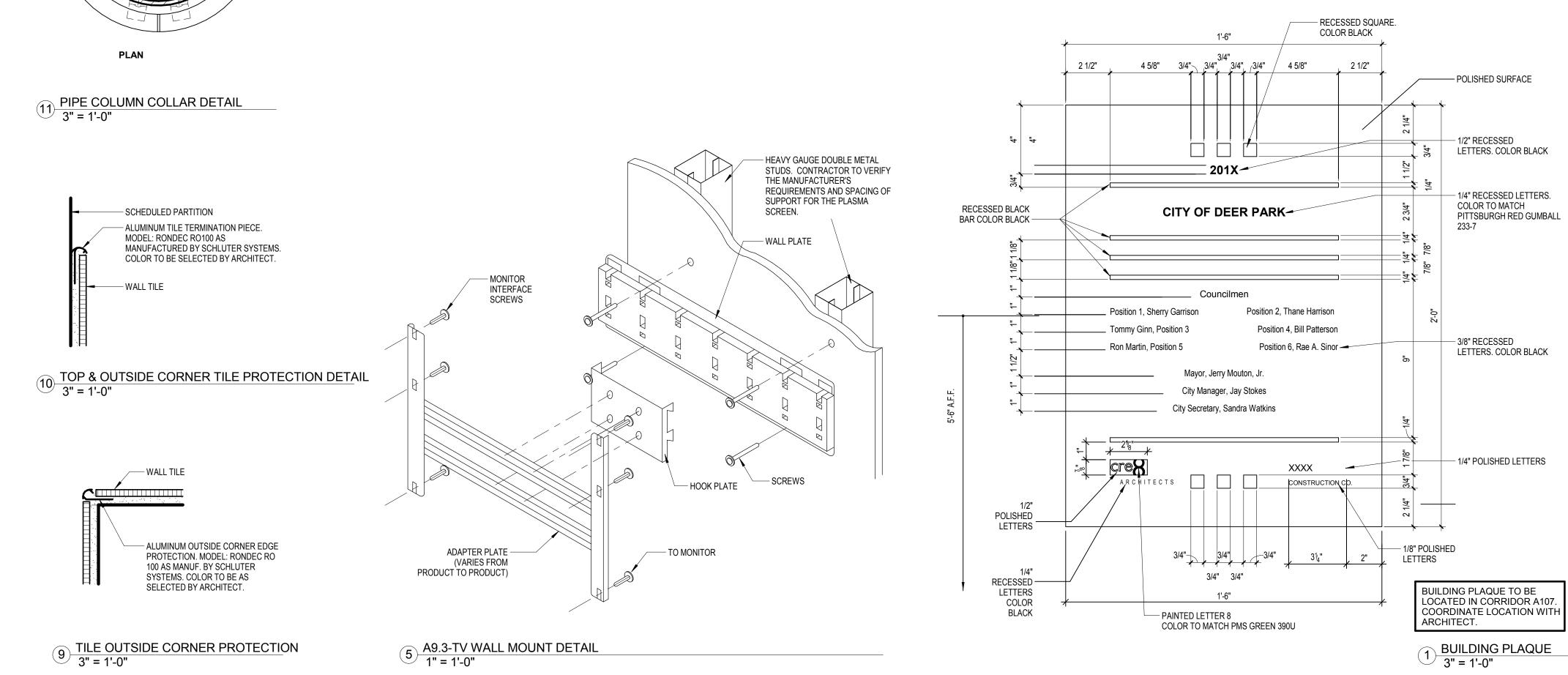


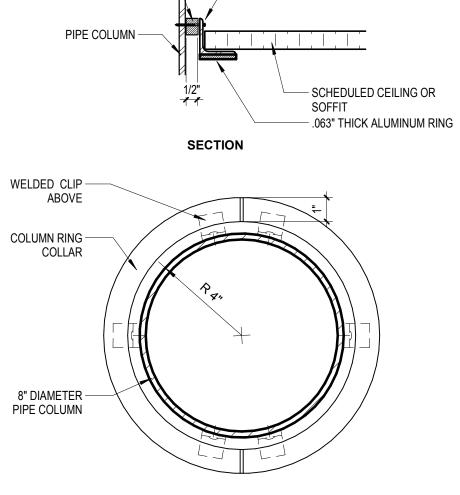


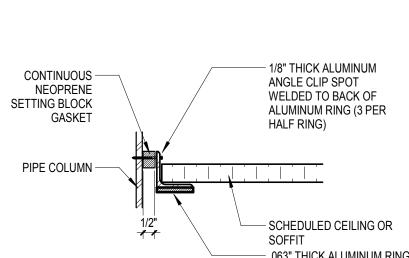




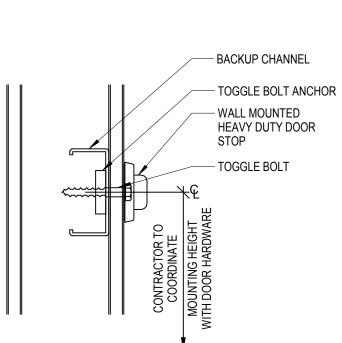


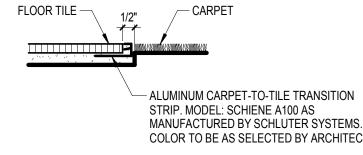


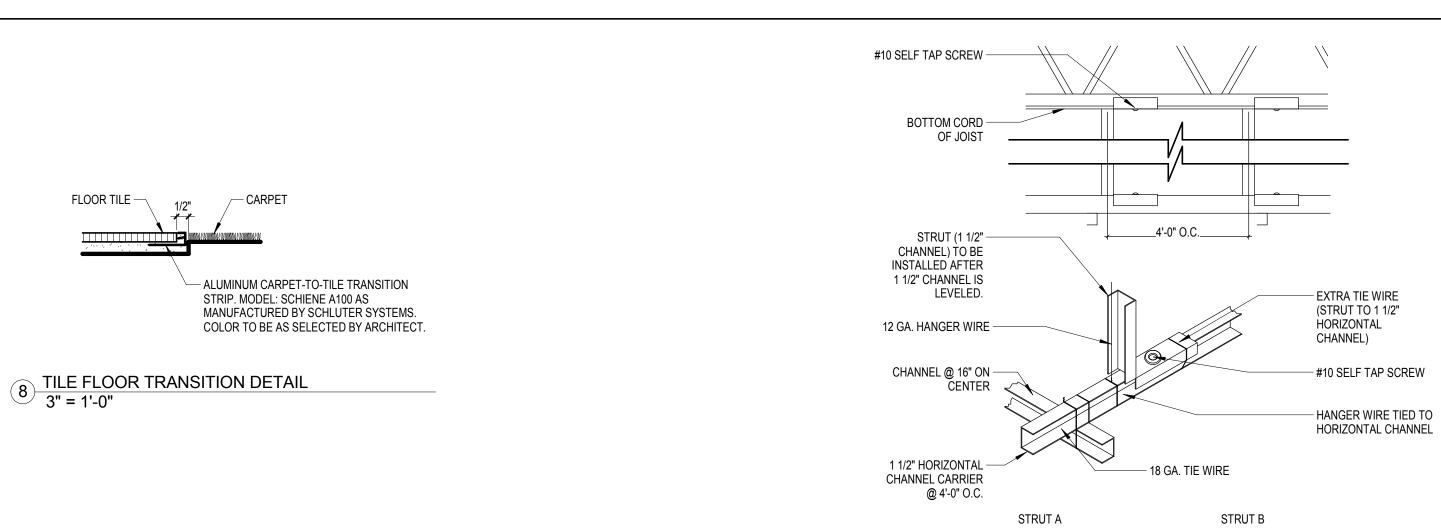




7 A9.3-DOOR STOP MOUNTING DETAIL 3" = 1'-0"







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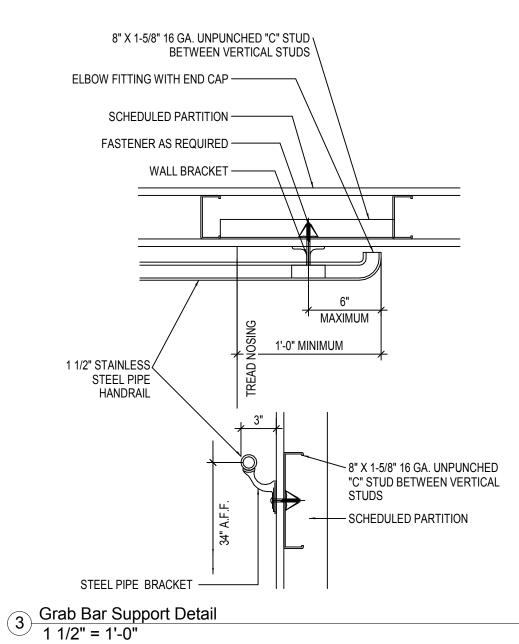
4 Uplift Prevention Detail 3/4" = 1'-0"

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(1) 1 1/2" CHANNEL @ SOFFITS 9'-0" A.F.F.

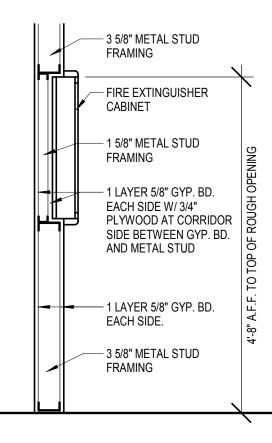
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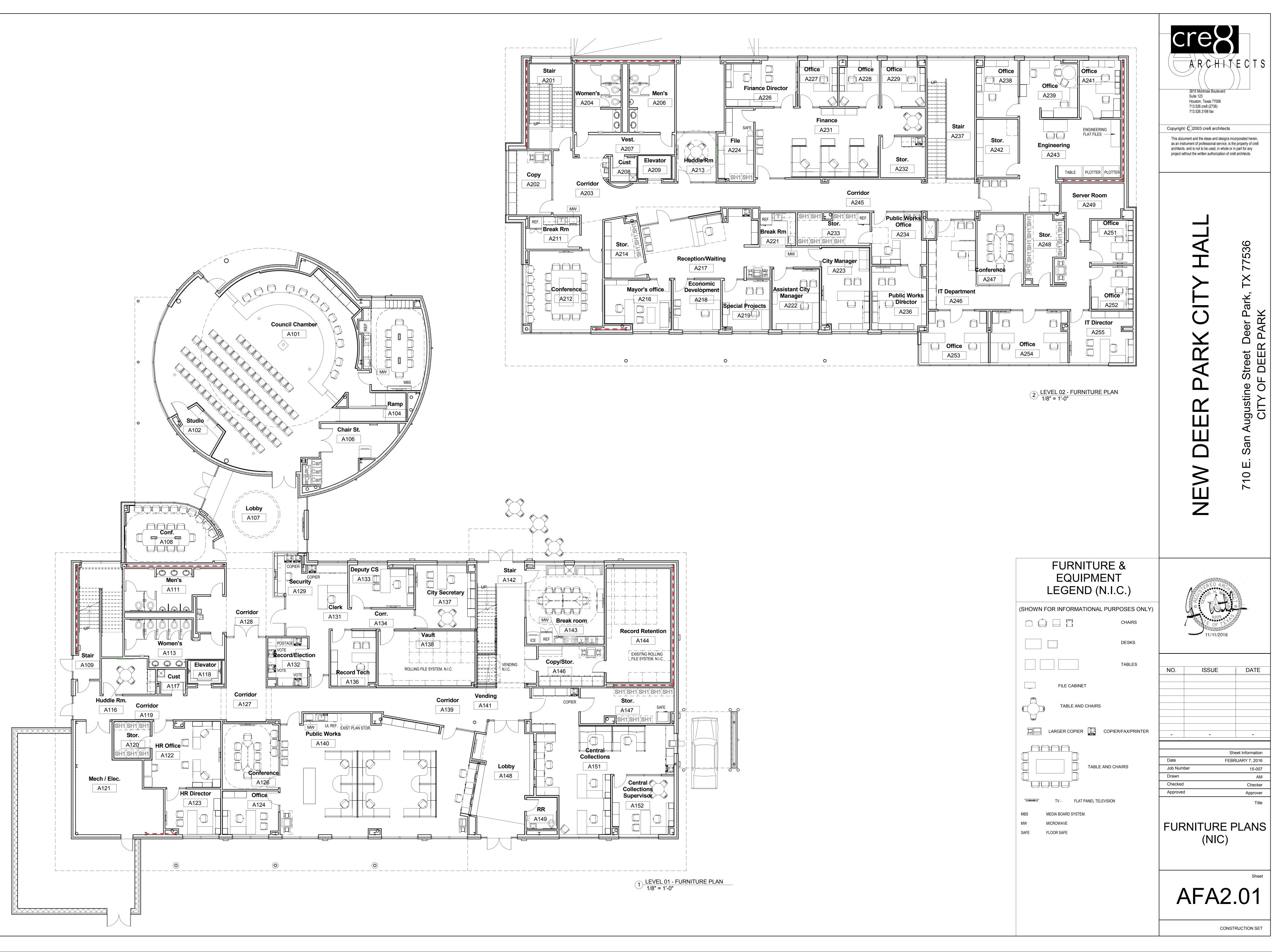
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THAN 9'-0" A.F.F.



2 FIRE EXTINGUISHER SECTION 3/4" = 1'-0"





3815 Montrose Blvd, Suite 123 Houston, Texas 77006

713.526.cre8 (2738) 713.526.3198 fax

 December 5, 2018

# Architect's Change Proposal Request

Project: New Deer Park City Hall

cre8 Project No.: 15-007



Instructions:

L

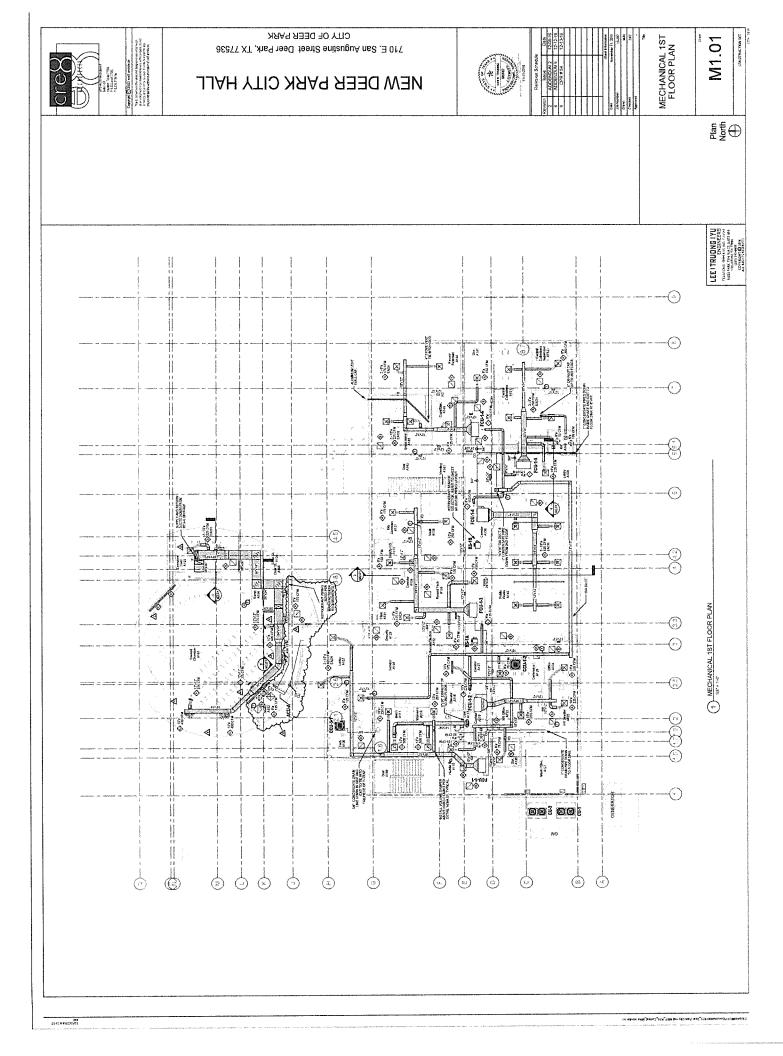
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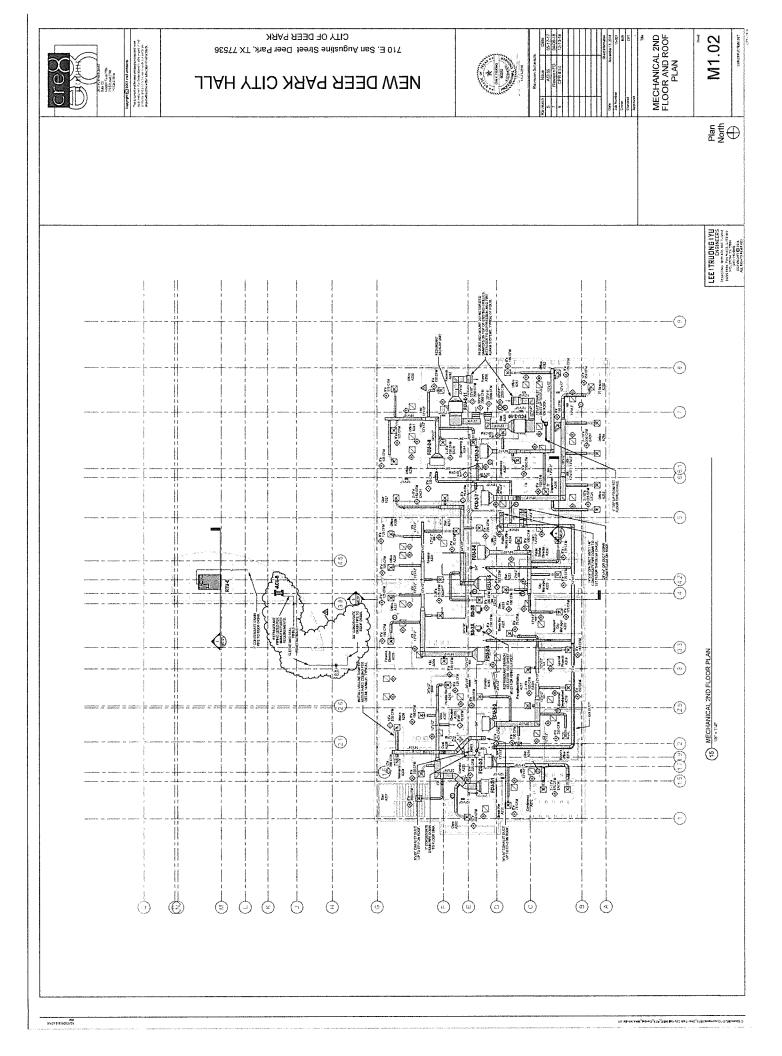
Provide all materials, equipment and labor to install new AC system to Studio A102 to supplement cooling to the room as per the attached drawings M1.01, M1.02, M3.00, E3.01, E3.02 and E6.01.

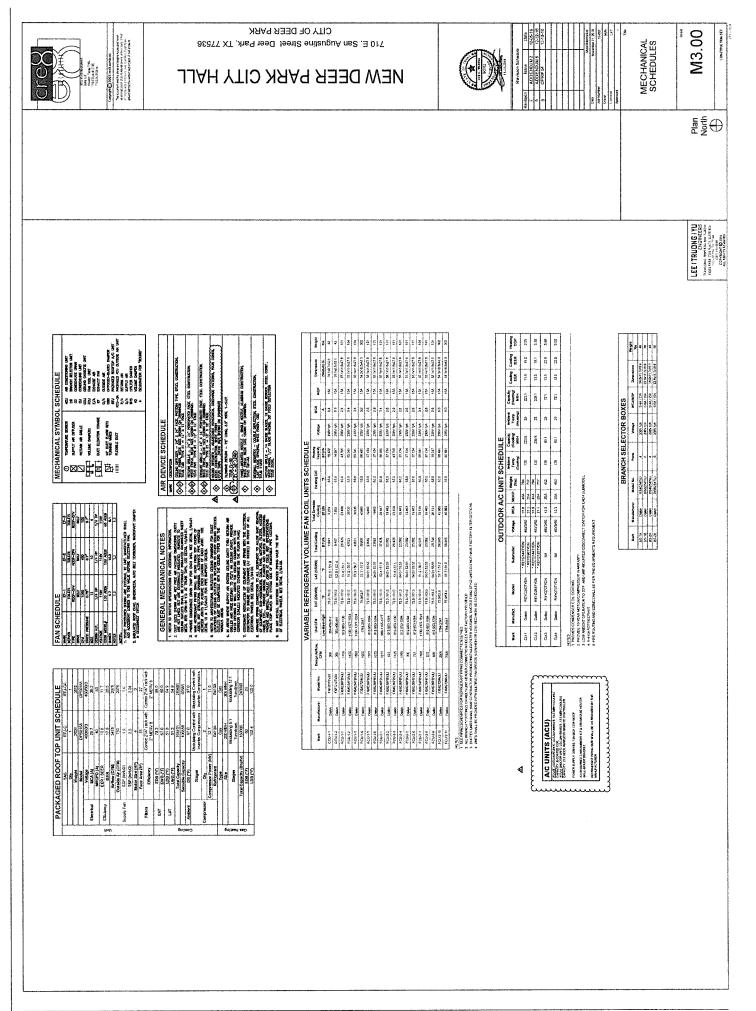
The work described above is not a change order or a direction to proceed. Please submit an itemized listing of costs proposed for the work described.

Issued By:	George Watanabe				
	cre8 Architects				
Attachments:	Drawings M1.01, M1.02, M3.00, E3.01, E3.02 and E6.01				

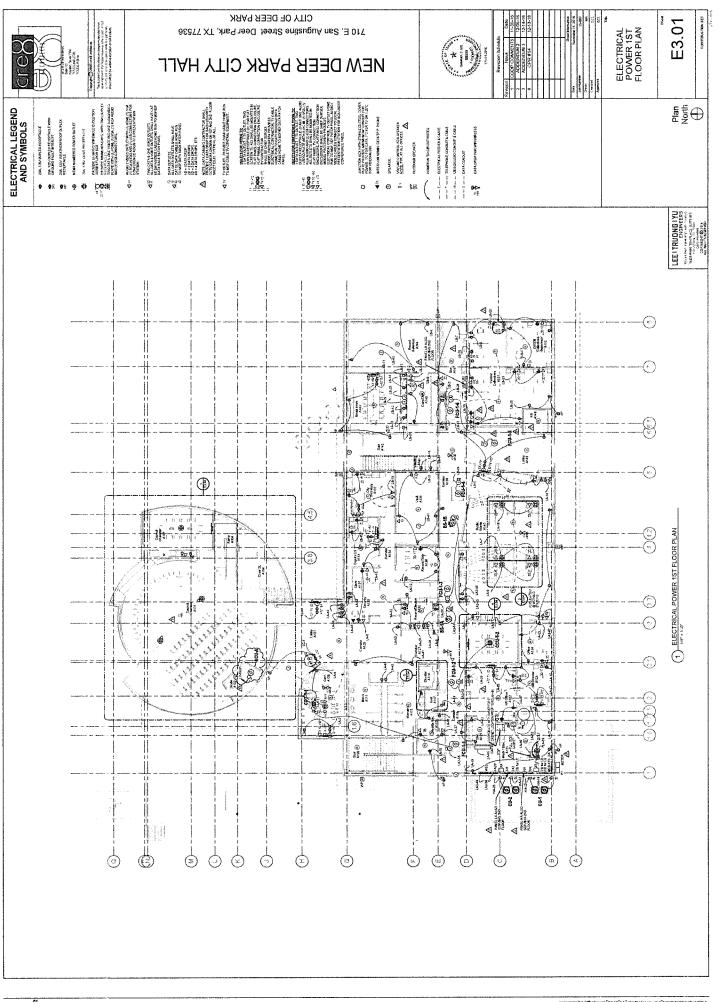
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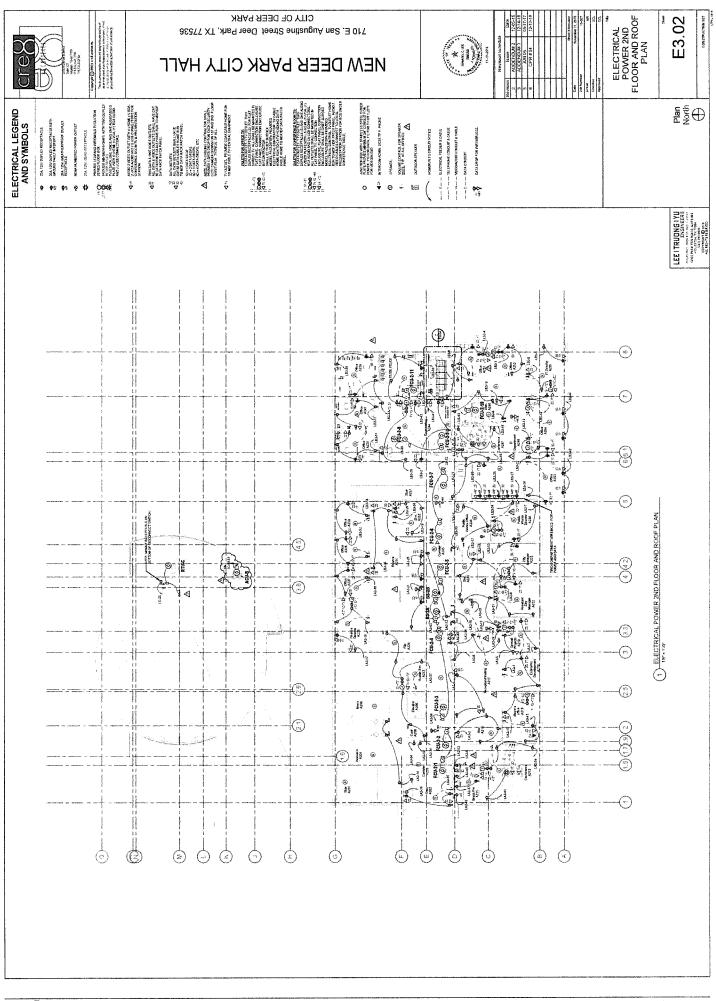


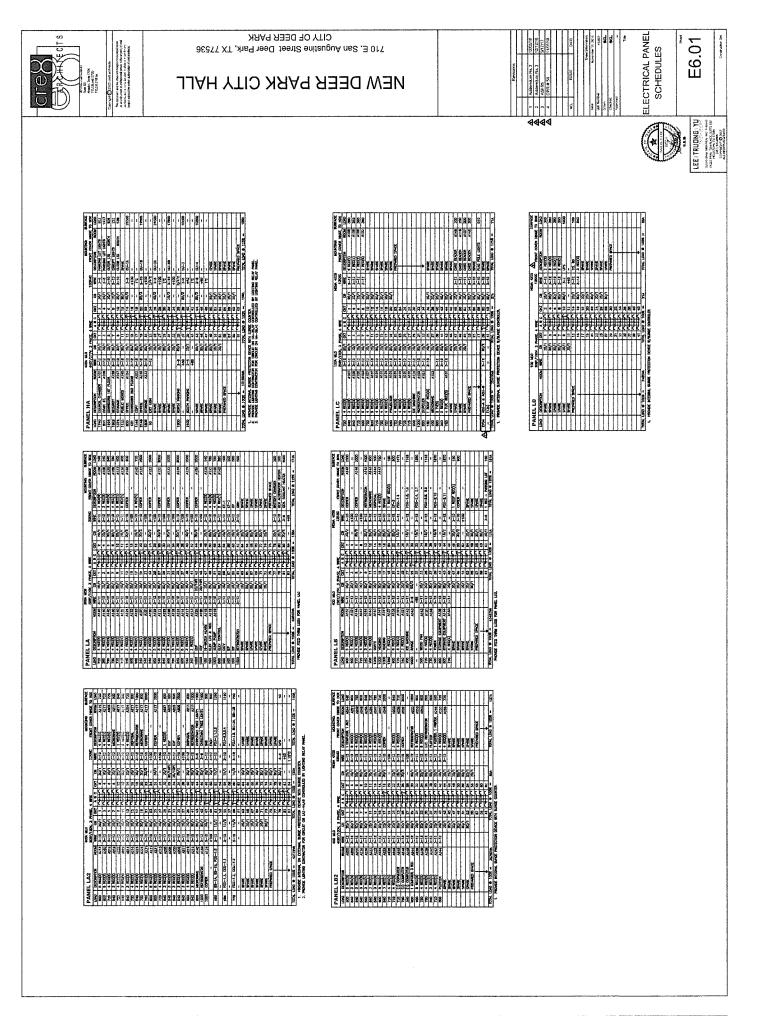




CLUKE STOCKELL









# City of Deer Park

# Legislation Details (With Text)

File #:	ADT	19-001	Version:	1	Name:		
Туре:	Adop	tion			Status:	Agenda Ready	
File created:	1/9/20	019			In control:	City Council	
On agenda:	1/15/2	2019			Final action:		
Title:	Cons	Consideration of and action on adopting the 2018-19 Communications Plan update.					
Sponsors:							
Indexes:							
Code sections:							
Attachments:	<u>Comr</u>	nunicatio	ons Plan - 2	018-1	<u>9 - CC 1-15-19 fir</u>	nal	
Date	Ver.	Action By	1		Actio	on	Result
1/15/2019	1	City Cou	Incil				

Consideration of and action on adopting the 2018-19 Communications Plan update.

# Summary:

The 2018-19 Communications Plan represents an update to the 2017-18 plan with amended goals and policy sections. The major changes include: (1) Updates to Communications Plan goals and (2) Updates to Social Media Policy.

In detail, the updates to the Communications Plan goals include the addition of narrative at the beginning of each goal section, summarizing the progress made in the respective area since 2015-16. Each goal area also includes considerations for possible improvement or future projects.

The updated Communications Plan includes four substantive changes to the Social Media Policy, made in Sections 6.5, 7.3, 7.5, and 7.8. The change to Section 6.5 requires staff to inform both Information Technology and PR/Marketing prior to establishing a new social media presence, in order to allow both departments to provide oversight and assistance, as needed. Section 7.3 was amended to create a process for social media administrators to work with their Directors and Administration in specific situations involving two-way communication. Section 7.5 was amended to allow page administrators to hide/delete content promoting events not affiliated with the City of Deer Park. Finally, Section 7.8 - which creates a mechanism for immediate administrative oversight of City social media content, as needed - was made its own item in order to separate it from the parameters of Section 7.7, which pertain to confidential information/litigation/investigations and their presence on social media.

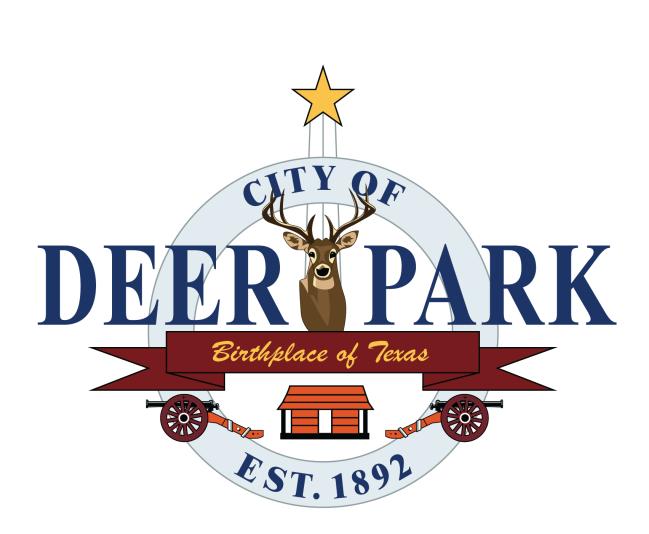
All changes were reviewed and approved by the Communications Committee during its most recent meeting in December 2018.

The Plan is attached which included the changes highlighted in green.

Fiscal/Budgetary Impact:

N/A

Adopt the 2018-19 Communications Plan update.



# COMMUNICATIONS PLAN

A summary of our Communications goals, assets and ideas

FY 2018-19

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# **City Mission, Vision and Values**

#### Vision:

Deer Park is a vibrant, sustainable community; a safe place to work, play and live, offering growth and opportunity to all residents and businesses.

#### **Mission Statement:**

The Mission of the City of Deer Park is to deliver exemplary municipal services that provide the community a high quality of life consistent with our history, culture, and unique character.

#### **Council Core Values:**

Respect, Integrity, Honesty, Fairness, Responsibility, Hope, Faithfulness

# **City Communication – Our Mission**

The City of Deer Park established the Public Relations/Marketing Specialist position in 2014 when it became necessary to have qualified staff manage the city's overall communication efforts.

#### Mission:

The City of Deer Park serves the community in the area of communication by providing consistent, factual and timely messages concerning ongoing projects, current events and City initiatives - while enabling two-way communication - in order to help residents, businesses and visitors stay informed.

- Ensure timely, reliable and accurate information dissemination and response
- Improve internal communication
- Increase community, business and visitor awareness and engagement
- Create and implement policy and procedures for existing and new communication methods
- Generate measurement and data tools
- Promote tourism and economic development
- Support City programs and services through effective marketing and communication plans
- Develop an Emergency Communication Strategy

# **Guiding Principles**

The Communication Plan is based on the following guiding principles for all internal and external communications efforts conducted by the City in its day-to-day operations and its focus on providing transparency and consistent community information, outreach and engagement.

- Provide relevant, accurate and timely information to citizens, businesses and organizations
- Encourage active citizen participation in city government programs and services
- Increase community knowledge of city operations, services and special events

• Ensure that information is available to the community by utilizing a variety of communication channels and methods

# **Strategic Messages**

When appropriate, City staff will make an effort to integrate the following messages into outgoing material and/or City presentations:

"Deer Park offers growth and opportunity to all residents and businesses."

"Deer Park delivers exemplary municipal services"

"Deer Park values citizen input"

"Deer Park is committed to our history, culture and unique character"

# **Communications Committee Members**

Kristin Edwards - City Manager - Committee Chair Gary Jackson - City Manager Kenzie Copeland – City Manager Cristina Gossett - City Manager Chris Brown - Police Department Rebecca Pool - Library Tara Voisin - Finance Michelle Combs - Municipal Court Jeffery Johnson - Central Collections James Lewis - Information Technology Bill Philibert - Human Resources Kathy Holcomb – Public Works Debbie Westbeld - Economic Development Nicole Garvis - Parks & Recreation Shannon Bennett - City Secretary Robert Hemminger – Emergency Services/Fire/EMS Joe Piper – Parks & Recreation

# **Communications Committee – Mission and Purpose**

The Communications Committee consists of representatives from all City departments who work together to:

1) Ensure consistency, accuracy and quality of the content and appearance of departmental and citywide communications;

2) Improve quality of communications by concentrating the task in trained, qualified staff members;

3) Coordinate communication efforts across the City.

Media organizations increasingly expect transparency in government, and want to be involved in City decision-making when it affects them. They expect public information and citizen involvement to take forms not traditionally taken in the past. Citizens have an expectation of timely – almost instantaneous – access to information and the City will continue to work hard to meet those expectations.

When forming outgoing messages, the Communications Committee members should ask the following questions:

• Are we communicating as much as we should?

• Are we communicating the right information – the most important information, the information citizens want, the information necessary to accomplish our mission?

- Are we using the best ways to communicate?
- Are we communicating in a timely manner?
- How can we communicate more consistently in both form (visual presentation) and substance (message)?

# **Audience Identification**

#### **Primary Audiences**

**Community/Residents of Deer Park** – The single most important audience of communication from the City of Deer Park are its residents.

There are a number of defining characteristics including: business and residential property owners/renters; children/no children; employed/not employed; length of residence; educational attainment; household income; ethnicity; and age.

Those who utilize City services, even if they are not residents, must also be considered.

**Employees** – It is critical that not only city employees, but also those serving on City Council, boards and commissions, remain informed on City policies and initiatives in order to enable them to serve as community ambassadors.

**Media** – Print, radio, television and Internet media members should not only be included on relevant outgoing communication but contacted in advance of individual publication deadlines.

**Business Owners/Operators** – Members of the business community, business entities including the Chamber of Commerce and future/potential business owners or developers should be considered in outgoing communications.

**Visitors** – Families and individuals visiting Deer Park for the purposes of employment, travel, entertainment and large-scale sporting events should be kept in mind.

**Secondary Audiences** - Additional audiences including residents in surrounding cities, community organizations, environmental groups, potential employees, volunteers or stakeholders and other governmental agencies at the local, county, state and federal level should also be given consideration.

# **Communication Assets**

City Web site, <u>www.deerparktx.gov</u>

#### City website e-mail alerts/e-notifications

#### Newsletters -

- Messenger Print/Electronic
- Economic Development Electronic/Print
- Roscoe Review Electronic
- Deer Chatter Internal newsletter
- Business Watch/Community newsletter PD
- The Maxwell Center newsletter
- Deer in the Spotlight Digital newsletter

#### Facebook Pages -

- City of Deer Park
- Parks & Recreation
- Public Works
- Deer Park Public Library
- Emergency Management
- Economic Development
- Animal Shelter
- Deer Park Police Department

City of Deer Park YouTube Channels – City of Deer Park and Economic Development City of Deer Park Twitter pages - @deerparktxgov and @deerparkoem City of Deer Park Instagram - @deerparktxgov DPTV Television Station Live and Play Brochure City Council meetings Direct public contact – Phone/email, government offices/facilities Community meetings and organizations Printed materials – utility bills, library materials, bulletin boards, banners, rack cards Community events Blackboard Connect/Deer Park Information Line (281-479-2489) City of Deer Park Marquees Library Aware software

# **Ongoing Communications Goals:**

#### <u> Goal #1:</u>

Municipal Image and Customer Service – Embrace the identity of the City of Deer Park and incorporate it into how we do business and communicate with our customers and residents

Utilizing consistent communication between the City and our residents, our overarching goal is to continually improve the consistency, quality and frequency of our messaging to keep our community informed. The City's website, updated in FY 2017-18, offers a state-of-the-art information source with mobile adaptability that quickly provides contact points for generalized issues and citizen concerns.

**Opportunities for improvement:** 

**Objective 1: Establish benchmarks for customer service and pursue citizen feedback** 

Action 1: Utilizing updated website format, explore options for departmental page surveys or other vehicles for feedback.

Action 2: Research costs and approach alternatives associated with conducting a citizen/customer service survey through the City's website.

#### Goal #2:

Communication Consistency – Communicate City news and information internally and externally in a timely, accurate and proactive manner, so that citizens as well as City employees remain knowledgeable on all information pertaining to the City.

In Fiscal Year 2017-18, the City of Deer Park regularly disseminated information to the media and citizens related to City activities, projects, events and initiatives in a timely, accurate and proactive manner. Each department now maintains an appropriate departmental staff person to gather and prioritize City information for distribution both internally and externally as well as a department representative to address media inquiries as a subject matter expert.

Also during this period, the Public Relations/Marketing division distributed news releases/public service announcements regularly to facilitate frequent and accurate coverage of City news and events while maintaining an archive of news releases and public service announcements. The Public Relations/Marketing Administrator has fostered relationships with local media representatives, and this will continue to help ensure effective communication.

As well, internal communications with Staff and Council have allowed them to act as information resources for internal and external customers. City employees will continue to be regularly informed about city goals, hot topics, activities and programs so they can serve as community ambassadors. The Deer in the Spotlight, a monthly publication from the City of Deer Park, serves as an external electronic newsletter that communicated City news and information to citizens and employees.

Finally, with an active Communications Committee during FY 2017-18, the City has maintained a a current Communications Plan and managed communications efforts throughout the City through the Public Relations/Marketing division. The City of Deer Park's Facebook page regularly meets or exceeds its goal of three Facebook posts each week.

#### **Opportunities for improvement:**

Objective 1: Continue to refine and grow internal communications tools to improve the City's overall communication abilities

Action 1: Develop a method of communicating information to employees and internal customers that do not have access to electronic sources, in order to foster awareness of current events and policies. Action 2: Develop overarching guidelines on how to utilize City communication tools (Report It, social media, City Web site) to consistently coordinate and maximize the distribution of information. Action 3: Utilizing Staff Communications Manual, train City employees to identify newsworthy items, write news releases, prepare public service announcements and coordinate news conferences to improve quality and consistency of City communications with local media.

#### Goal #3:

<u>Technology – Explore and utilize multiple technologies to enhance the delivery of City services to best</u> communicate City information with all citizens and meet community needs

In Fiscal Year 2017-18, the City of Deer Park made significant improvements to its website, <u>www.deerparktx.gov</u>, and its public access channel, DPTV. The website, which now features mobile adaptability and improved calendar and news sections, provides relevant information to prospective residents, students, visitors, employees and businesses.

Through a contract with management platform A-List, DPTV programming is now available via live streaming on both Apple and Android devices. The on-air technical quality (including audio), the presentation of DPTV's Bulletin Board and other features were also improved with the shift to A-List, and continual efforts are made through the Messenger print newsletter and the City website to market the resource.

#### **Opportunities for improvement:**

**Objective 1: Enhance the amount, quality, and delivery of DPTV programming.** 

Action 1: Continue to programs which educate our citizens about City departments and government as well as the community as a whole by developing a communication series, ex. "Now You Know".

Action 2: Incorporate more content from the City's government partners (i.e. Chamber of Commerce, DPISD, etc.) on DPTV.

#### Goal #4:

Citizen Engagement - Encourage and invite all citizens to become involved with City business and decision-making processes by fostering personal interaction among City Staff, Council Members and Deer Park residents so that every citizen feels connected and involved.

In partnership with community entities including the Deer Park Chamber of Commerce, Shell Deer Park, the Deer Park Independent School District and the Greater Houston CVB, the City of Deer Park has increased its community outreach and overall presence through a variety of methods. Through live events such as the City's 125th Anniversary celebration, recurring events including the McDonald's Invitational and other sporting tournaments, and tourism events like the "Felines, Football and Fun" Cat Show, the City makes information on its attractions and services available to the community all year long.

**Opportunities for improvement:** 

Objective 1: Inform citizens about how to get involved and stay informed about City government utilizing public meetings.

Action 1: Educate citizens about the role of Council, Boards and Commissions and how to get involved.

Action 2: Make public input guidelines clear by updating the "How to Address City Council" brochure and post online.

Action 3: Develop procedures that inform citizens on how they can address Council during audience participation at Council meetings.

**Objective 2: Provide printed information about City government.** 

Action 1: Develop a procedure for sharing written information about city government for citizens that choose not to access the information electronically.

Action 2: Identify and promote key locations throughout City where written information can be distributed.

#### <u>Goal #5:</u>

Emergency Communication - Provide emergency information before, during, and after a natural or manmade disaster or major community event using FEMA/NIMs guidelines to effectively communicate with members of the community at home and in the workplace, with media, EMT, and City Council members.

During FY 2016-17, the City released an updated Emergency Preparedness Guide for the citizens of Deer Park. The publication outlined social media outlets for use during major emergencies, shelter-in-place protocols, information about the City's alarm system, online preparedness resources and more. Prior to Hurricane Harvey and as a regular practice following the event, City outlets including the Emergency Management Facebook page provided regular posts informing residents where they could pick up a free copy of the guide.

Also during this period, the City greatly improved its Emergency Communications Plan. Utilizing best practices developed during Hurricane Harvey, the PR/Marketing division, the City Secretary's office, Information Technology worked with Emergency Services to develop an updated plan (available on pages 37-38) which outlined specific tasks to be managed by each group of staff during an incident. In late 2018, Deer Park also began a partnership with the cities of La Porte and Pasadena to establish an immediate network of public information officers and emergency response staff.

Finally, with the improvements made to the City's website during FY 2017-18, emergency features including news banners were made available to IT staff for use in major incidents. As well, in the new City Hall facility, capabilities including computer monitor over-rides were put in place to provide staff with up-to-the-minute notices during emergencies.

**Opportunities for improvement:** 

Objective 1: Upgrade internal procedures for communicating with staff and citizens during emergency situations.

Action 1: Continue to review and improve Emergency Communications Plan, amending for new best practices and social media trends seen to best serve the public.

Action 2: Expand staff communication methods including monitor over-rides to all City departments.

Objective 2: Educate citizens about informational resources available during an emergency event.

Action 1: Continually identify partners and entities who should receive direct information and updates during emergencies and develop a master email list.

Action 2: Maintain participation in local PIO network and report progress to Administration/Emergency Services.

Objective 3: Prepare the City for a multi-jurisdictional incident requiring translation of messages to Spanish.

Action 1: Translate emergency pamphlets into Spanish and make publication available both online and in limited physical quantities at City facilities to include City Hall.

Action 2: Research best practices in Greater Houston area/Harris County for on-site translation.

# Measures of success:

Visits to Web site – Aim to steadily increase visits to site on month-to-month basis

**Likes on Citywide and departmental Facebook pages** – Aim to steadily increase and advertise as often as possible

**Followers on City Twitter page** – Promote and advertise new citywide Facebook page and increase followers on steady basis

**Online video views** (City Facebook, YouTube accounts)

**Document downloads** 

# City of Deer Park Website Management Policy

#### Goal

The goal of the City of Deer Park website(s) is to create a greater public awareness of the City, its programs and services, and to offer opportunities for citizen engagement, tourism, and economic development.

# **Objectives**

1. To increase community awareness of City services, activities, policies, and programs.

2. To provide program information on community events, such as cultural, recreational, and historical events.

3. To provide more extensive information on selected City topics and activities not fully covered by existing communication tools.

4. To supplement public safety and disaster preparedness activities, as well as information pertaining to the City of Deer Park.

5. To provide additional community information that serves the interests of the city of Deer Park, and promotes tourism and economic development.

6. To provide an opportunity for online communication and business transactions with the City. To provide information that is timely in nature and is updated so the data remains current.

# **Managing Authority**

The City Manager is the Managing Authority of the website at all times and will address any area of concern regarding website management or content development.

# **Use During Emergencies**

Government use of the website during emergencies and disasters, as determined by the City Manager, has absolute priority over other postings.

## Website Administration

The Information Technology department will be responsible for registering the domain name for any city related site and for performing the technical and administrative duties of managing the site.

## Website Content Management

The City Manager will appoint a Website Committee each year to be responsible for the creation and management of website content. To establish the Website Committee,

Department Directors will submit to the City Manager one or two employees to serve on the Committee. The appointments will be for a term to coincide with other City committee appointments. In addition to the Website Committee, Directors might appoint members of their specific department to a Departmental Website Sub-Committee. Website Committee members as well as all Sub-Committee members will be responsible for all content creation, editing, posting, and overall management of website pages related to their department or activities. Website Committee and Sub-Committee members shall participate in all meetings, training

opportunities, and website initiatives offered by the City. Website Committee members shall maintain their departmental website pages, calendar events, document center, and other areas of editable content with current information displayed in a visually appealing manner that is consistent with the guidelines established by Website Committee and administered by the Information Technology Department.

## Website Content

The City's website pages and all related content may include the following types of information: 1. Information related to City activities, programs, or events and services that the City sponsors or sanctions.

2. Information related to outside agencies that may benefit the community.

3. Video and/or Streaming Media

These are not limited to, but may include the following:

a. Locally Produced Programs – A pre-recorded video program that is produced by the City to illustrate the programs, facilities, and services of City government. These include, but are not limited to, video tours of government facilities, such as parks and City facilities, programs that highlight City departments, City recreational and cultural programs, and programs about specific City issues.

b. Outside Resource Programs – The City may use outside resources to supplement programming. These will be used at the discretion of the Department Director and will be evaluated for appropriate content and message. Outside programming will encompass educational and informative topics that are appropriate to the public and help facilitate

City goals and objectives.

c. Public Service Announcements – Pre-recorded video segments announcing events or issues of importance to the Deer Park community that are produced by the City or obtained from outside sources. These may include, but are not limited to local, regional, state, and national issues.

# **Content Restrictions**

In keeping with the goals and objectives of the City of Deer Park to provide educational and governmental information, certain types of content are not allowed. These include, but are not limited to the following:

1. Political Use of Any City Website– Websites may not be utilized for the promotion or "use" of any elected official or candidate. Specific advertising messages on behalf of or opposing any political candidate or measure on any ballot shall not be permitted.

2. Position Advocacy – Any direct advocacy messages, including specific promotional messages on behalf of or opposing any ballot initiative, measure proposals, or items under consideration of the City Council, its commissions, or advisory bodies shall not be permitted.

3. Commercialism – There shall be no commercial advertising or other information which promotes the sale of any product or service offered, except for promotional announcements of City sponsored or sanctioned events, or approved sponsorship acknowledgments.

4. Lotteries – Advertising of other information concerning any lottery, gift enterprise, or similar promotion is prohibited.

5. Promotion of Religion – Programming which directly promotes religious beliefs or religious philosophies shall not be presented on the City's websites.

6. Promotions – Promotional announcement for City sponsored or sanctioned events will be permitted on the City of Deer Park's websites. However, promotional announcements for events, charities, or outside organizations in which the City has no official interest or sponsorship shall not be permitted.

7. Defamatory Material – Subject matter which is defamatory in nature (i.e. slander) shall not be presented on the City's websites.

8. Indecent or Obscene Content – There shall be no presentation of programming content which, in the opinion of the City Manager or his/her designee, is indecent, obscene, or illegal.

9. Copyright Restrictions – Programs containing copyrighted materials will not be posted on the website without proper copyright authorization. Outside agencies submitting content for posting are responsible for obtaining all necessary copyright clearance and shall hold the City, its officers and agents, harmless in any case of copyright infringement.

10. Liability – The City of Deer Park will not be responsible for the accuracy of any information posted on the website that was provided by outside sources.

# **Editing Policies**

All website pages are subject to editing with prior notification to the Department.

Editing shall not alter the factual content or overall intent of the material being provided. Web pages shall be edited to provide clarity and to maximize use of the viewable space in order to serve the best interest of the City and the viewer.

Any part-time employee who is tasked with editing or adding content to the Web site shall do so only after signing the City's acknowledgement and authorization form and discussing the proposed changes with their supervisor.

# **Sponsorship/Partnership Policies**

The City of Deer Park may acknowledge the sponsors of an activity or program on its website. Sponsorship acknowledgement is limited to the individual or company name, logo, and link to their website. Commercialism of any type will not be posted.

# CITY OF DEER PARK SOCIAL MEDIA POLICY

## **1. PURPOSE**

This policy addresses the responsibility of all employees and volunteers with regard to their personal use of social media. This policy also outlines the protocol and procedure for employee and volunteer use of social media to disseminate public information and/or promote special events, programs, and services on behalf of the City of Deer Park.

# 2. DEFINITION

For purposes of this policy, "social media" shall mean the use of technology in combination with electronic social networks of any type. Social media sites may include, but not be limited to, Facebook, Twitter, Instagram, LinkedIn, MySpace, YouTube, blogs, Wikis, chat rooms, and on-line forums.

It will also include official City of Deer Park websites and all forms of on-line community sites that are established and maintained by the city of Deer Park. Social media activity includes but is not limited to texting, blogging, posting, and other actions involving technology and social media sites. The term "Employee" shall mean a full-time, part-time, or contract employee or volunteer for the City.

# **3. COVERAGE**

This policy applies to all city departments and all employees.

# 4. EMPLOYEE PERSONAL USE OF SOCIAL MEDIA

The lines between public and private, personal and professional can become blurred in on-line social networks. With that in mind, below are guidelines for social media use by City employees while off duty.

4.1 Employees who use social media for personal use should not discuss information about the City's employees, citizens, vendors, issues, business, or legal matters without express consent to do so. Posting of confidential information may violate state law and subject the user to criminal penalty.

4.2 Personal use of social media while off duty must not interfere with or conflict with the employee's duties or job performance, reflect negatively on the City or violate any City policy.

4.3 Employees are encouraged to act responsibly while off duty and to exercise good judgment when using social media. Employees should consider the following guidelines for personal use of social media:

• Respect coworkers and the City. Do not post any information and/or pictures on the Internet that may defame, embarrass, insult, demean or damage the reputation of the City or any of its employees.

• Do not post any information and/or pictures that may constitute violation of any City policy.

• Do not post pictures containing images of City uniforms or insignia, City logos, City equipment or City work sites.

• Do not permit or fail to remove postings violating this policy, even when placed by others on the employee's blog. Recognize that postings, even if done off premises and while off duty could have an adverse effect on the City's legitimate business interests.

• Do not link from a personal blog or social networking site to the City's internal or external web site.

• Do not post on social media sites the name, trademark, slogan or logo of the City.

• Do not use City names or identifiers for your personal social networking accounts or email accounts.

• The City may require removal of any material that is disruptive to the workplace or impairs the mission of the City.

The City has a vested interest in protecting its reputation and ensuring that an employee's communication with people outside the City, not only reflects positively on the employee as an individual, but also on the City.

# 5. USE OF SOCIAL MEDIA ON DUTY

The City of Deer Park permits the use of social media while on duty for the sole purpose of conducting City business and only with department director approval. Alternately, the City prohibits all personal use of social media while on duty regardless of whether the personal use is on a personal device or city-owned equipment, public Wi-Fi or city-owned private network unless such use is expressly permitted by the department director.

5.1 All communication representing the City through social media outlets should remain professional in nature. Incomplete, inaccurate, inappropriate, threatening, demeaning, harassing or poorly-worded postings may be harmful to the City's reputation or violate City policy. Such wording may be removed by the either Public Relations/Marketing or the Information Technology Services Department.

5.2 All employees (both full-time and part-time) bear full responsibility for the material they post on social media sites. Inappropriate usage of social media can be grounds for disciplinary action, up to and including termination.

5.3 Public messages relating to City of Deer Park activities on social media sites and/or any messages that might act as the "voice" or attempt to reflect the views of the City of Deer Park must be approved by the department director.

5.4 Any part-time employee who is tasked with generating content for a social media channel must submit all content to their supervisor for prior approval before that content is made public.

5.5 Employees shall not ignore copyright laws, cite, or reference sources inaccurately. Plagiarism is prohibited.

5.6 All information published on social media sites must comply with City of Deer Park's privacy and/or data policies. This includes comments, pictures, video, audio, or any other multimedia posted on social networking sites, blogs, and forums.

5.7 Media inquiries generated on social media sites should be referred to the City Secretary, the City Manager or the Public Relations/Marketing Administrator.

# 6. OFFICIAL SOCIAL MEDIA SITES

6.1 Official social media sites representing the City of Deer Park will be the property of the City of Deer Park. All social media sites and email accounts shall be established by the Information Technology Services Department.

6.2 The Information Technology Services Department shall be responsible for the technical oversight of the City of Deer Park's social media formats to include:

6.2.1 Establishing social media sites and related email accounts.

6.2.2 Maintaining a list of social media domains, account logins and passwords and changing passwords. Notification to Information Technology Services is required if an employee is no longer designated to update content on a social media site(s).

6.2.3 Utilizing Archive Social to maintain social media content per Texas State Library and Archives Commission requirements.

6.3 Social media formats must meet one or both of the following purposes:

6.3.1 Provide residents of Deer Park information about City events, activities and issues.

6.3.2 Promote the positive aspects of the City of Deer Park to those in and outside the community.

6.4 The City's official website, www.deerparktx.gov, will remain the primary location for internet content regarding city business, services and events. Whenever possible, links within social media formats should direct users back to the City's website for more information, forms, documents or on-line services necessary to conduct business with the City of Deer Park.

6.5 Request(s) to the Information Technology Services Department and PR/Marketing, and approval by the City Manager, is required prior to the establishment of any social media site. Requests must include:

6.5.1 Purpose for the site and intended content to be posted/shared including the primary audience to be served;

6.5.2 Indication of how often the site's content will be reviewed and updated to ensure material accuracy and appropriateness;

6.5.3 Identification of individual(s) responsible for managing/overseeing and corresponding with the public (employee's name and position must be included) as well as indicating what provisions will be made if the responsible party leaves the position or is absent.

# 7. CONTENT MANAGEMENT FOR SOCIAL MEDIA SITES

7.1 Only designated department employees approved by the Department Director will have authority to publish content on official social media sites of the City of Deer Park. Departments are required to maintain a list of all such employees.

7.2 Department directors are responsible for monitoring site activity and ensuring content is consistent with the goals and objectives of the City.

7.3 While the intention of social media is to provide a two-way communication platform between City departments and the community, best judgment must be applied in all interactions. Departmental page administrators do have the right to respond to public commentary, inquiries or complaints – pertaining to the City or partnering entities – as they relate to the original message and intention of the original post.

However, if after an initial response is posted, a member of the public responds with a subsequent inquiry, the page administrator is advised to make their Director aware of the exchange and to notify PR/Marketing and/or City administration.

Public messages – be they initial posts or responses - relating to City of Deer Park activities on social media sites and/or any messages that might act as the "voice" or attempt to reflect the views of the City of Deer Park must be approved by the department director.

7.4 Communication through social media is a public record. Both the posts by City employees and any feedback by others will be part of the public records of the City of Deer Park and will be subject to the Texas Public Information Act (Chapter 552 of the Texas Government Code).

7.5 Content posted by "friends," "followers" or "fans" will not constitute a representation, agreement or endorsement on the part of the City of Deer Park.

The City of Deer Park reserves the right to hide and/or delete any comment or posting that is deemed inappropriate, pornographic, malicious, offensive, threatening, profane, insulting or grossly inaccurate. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, disability, national origin or sexual orientation will not be permitted. Content that promotes an event that the City of Deer Park is not affiliated with may be hidden and/or deleted.

In the event that an individual repeatedly posts egregiously abusive or threatening comments/images as outlined above, the City of Deer Park reserves the right to block the user from posting commentary to City social media sites/pages. The same will apply to commercial posting conducted by a spam account. For this purpose, users may be blocked after the third time a comment is deemed inappropriate and must be removed.

If blocking a user becomes a possibility due to an egregiously abusive comment, the administrator managing the individual social media channel must:

1. Screenshot the comment;

2. Hide the comment as soon as a screenshot has been created; and

3. Provide Information Technology with the name of the user and the nature of the comment. Certain single egregious violations may result in immediate blocking of the user. If blocking a user is deemed necessary, the administrator managing the individual social media channel must:

1. Capture screenshots of all three comments blocked as well as the primary post for permanent retention; and

2. Notify the Information Technology Department and the PR/Marketing Administrator prior to blocking the user.

Any user who is blocked from a social media platform may still utilize City contact points including the City website, email, phone or printed publications to gain access to current information.

7.6 Any comments posted by external parties on City of Deer Park social media sites are not official public testimony concerning any project or program. An opinion expressed on a City of Deer Park page is posted for discussion only and is not a substitute for a formal statement in a public hearing process.

7.7 If a question arises regarding the use or posting of confidential information (e.g. litigation, investigations, etc.) on a social media site, the matter shall be referred to the City Attorney for review. The information in question shall not be posted, or if already posted, shall be removed until an opinion is rendered by the City Attorney.

7.8 The City Manager or designee reserves the right to restrict or remove City information from an official City social media site if the City Manager believes that the information does not serve the best interests of the city. This process may be completed with or without departmental notice, depending on the level of concern, but notice shall be provided upon removal.

## 8. DISCLAIMER

8.1 Each Official City of Deer Park Social Media Site/Page must include a Disclaimer that contains the following information:

"The City of Deer Park does not warrant or make representations or endorsements as to the quality, content, suitability, accuracy, or completeness of the information, text, graphics, links, and other items contained on a social media site's server or any other server. Such materials have been compiled from a variety of sources, and are subject to change without notice from the City. The City's primary and predominant internet presence shall remain the City's official website at www.deerparktx.gov and no other website or social media site can characterize itself as such. Except to the extent required by law, commercial use of the materials is prohibited without the written permission of the City.

Some of the links on the City's social media pages may lead to resources outside the City of Deer Park municipal government. The presence of these links should not be construed as an endorsement by the City of these sites or their content. The City is not responsible for the content of any such external link. The responsibility for content rests with the third party organizations that are providing the information.

Comments posted on this site by "friends," "fans," or "followers" or others will be monitored and any postings or comments that are disrespectful, offensive, dishonest, or do not accurately reflect the views, values or objectives of the City of Deer Park will be deleted without notice. Except to the extent required by law, communications made through e-mail and comments posted shall in no way be deemed to constitute legal notice to the City of Deer Park or any of its agencies, officers, employees, agents, or representatives with respect to any existing or potential claim or cause of action against the agencies, officers, employees, agents or representatives where notice to the City is required by any federal, state or local laws, rules or its regulations.

Further, comments on a social media site should not be utilized as a method of contacting the City in case of an emergency. Requests for City services or aid should be directed through channels which are monitored 24 hours a day, such as dispatch telephone lines. See respective pages/channels for 24 hour contact points.

Finally, comments on social media sites such as the Parks and Recreation or Deer Park Public Library Facebook pages concerning reservations for one-time or ongoing programs are not considered acceptable alternatives to in-person or over-the-phone reservations or registration completed through online platforms such as ActiveNet.

Notice of any claim must be filed in writing to the City Secretary of the City of Deer Park, P.O. Box 700, Deer Park TX, 77536. Contact Information: Information Technology Services City of Deer Park, Texas P.O. Box 700, Deer Park, Texas 77536 Phone: 281-478-2028 E-mail: <u>info@deerparktx.orq</u>

#### 9. ENFORCEMENT

9.1 Violations of this policy may result in immediate revocation of any or all electronic communications access and user privileges and may be grounds for disciplinary action up to and including termination. Certain violations could result in civil or criminal liabilities for the user. Individual supervisors do not have the authority to make exceptions to this policy.

9.2 No employee or volunteer should have any expectation of privacy or confidentiality when using any City resource, including the city's public and private networks. The City reserves the right to access, intercept, monitor and review all information accessed, posted, sent, stored, printed, or received through its communications systems or equipment at any time.

9.3 All social media access and use involving City equipment and resources are subject to the City's Internet, Intranet, and Email Use Policy.

## **10. CONTENT RESTRICTIONS**

In keeping with the goals and objectives of the City of Deer Park to provide educational and governmental information, certain types of content are not allowed. These include, but are not limited to the following:

1. Political Use of Any City Website– Websites may not be utilized for the promotion or "use" of any elected official or candidate. Specific advertising messages on behalf of or opposing any political candidate or measure on any ballot shall not be permitted.

2. Position Advocacy – Any direct advocacy messages, including specific promotional messages on behalf of or opposing any ballot initiative, measure proposals, or items under consideration of the City Council, its commissions, or advisory bodies shall not be permitted.

3. Commercialism – There shall be no commercial advertising or other information which promotes the sale of any product or service offered, except for promotional announcements of City sponsored or sanctioned events, or approved sponsorship acknowledgments.

4. Lotteries – Advertising of other information concerning any lottery, gift enterprise, or similar promotion is prohibited.

5. Promotion of Religion – Programming which directly promotes religious beliefs or religious philosophies shall not be presented on the City's websites.

6. Promotions – Promotional announcement for City sponsored or sanctioned events will be permitted on the City of Deer Park's websites. However, promotional announcements for events, charities, or outside organizations in which the City has no official interest or sponsorship shall not be permitted.

7. Defamatory Material – Subject matter which is defamatory in nature (i.e. slander) shall not be presented on the City's websites.

8. Indecent or Obscene Content – There shall be no presentation of programming content which, in the opinion of the City Manager or his/her designee, is indecent, obscene, or illegal.

9. Copyright Restrictions – Programs containing copyrighted materials will not be posted on the website without proper copyright authorization. Outside agencies submitting content for posting are responsible for obtaining all necessary copyright clearance and shall hold the City, its officers and agents, harmless in any case of copyright infringement.

10. Liability – The City of Deer Park will not be responsible for the accuracy of any information posted on the website that was provided by outside sources.

# **11. REPORTING VIOLATIONS**

The City urges employees to report any violations or possible perceived violations to their supervisor, department director, or the Human Resources Department. Violations include discussions of the City and its employees and patrons, any discussion of personal information and any unlawful activity related to blogging or social networking.

# City of Deer Park Government Access Channel Policy

## Goal

The goal of the City of Deer Park's government access channel is to create a greater awareness of local government and facilitate the community's participation in local events.

## Objectives

1. To increase community awareness of City and Deer Park Independent School District (DPISD) services, activities, policies, and programs.

2. To provide program information on community events such as cultural, recreational and historical events.

3. To provide more extensive information on selected City topics and activities not fully covered by existing communication tools.

4. To supplement public safety and disaster preparedness activities and information pertaining to the City of Deer Park.

5. To provide additional community information that serves the interests of the City of Deer Park.

6. To provide general announcements of current government-sponsored events and job listings.

# **Types of Programming**

The Government Access Channel is not a public access channel. The channel may include the following types of programming:

1. Community Bulletin Board - This consists of a series of slides created to provide information related to City or DPISD activities, programs, events and services that the

City sponsors or sanctions.

2. Videotape Cablecast - A pre-recorded videotape for promotional or educational purposes. These are not limited to, but may include the following:

a. Locally Produced Programs - A pre-recorded videotaped program that is produced by the City to illustrate the programs, facilities, and services of City government.

These include, but are not limited to: videotape tours of government facilities such as parks and City facilities, programs that highlight City departments, City recreational and cultural programs, and programs about specific City issues.

b. Outside Resource Programs - The City may use outside resources to supplement programming. These will be used at the discretion of the City Manager and will be evaluated for appropriate content and message. Outside programming will encompass educational and informative topics that are appropriate to the public and help facilitate City goals and objectives.

c. Public Service Announcements - Pre-recorded videotaped spots announcing events or issues of importance to citizens of Deer Park that are produce by the City or obtained from outside sources. These may include, but are not limited to local, regional, state, and national issues.

## **Content Restrictions**

In keeping with the goals and objectives of the City of Deer Park government access channel to provide educational and governmental programming, certain types of programming are not allowed including, but not limited to the following:

1. Political Use of Government Access Channel - The channel may not be utilized for the promotion or "use" of any elected official or candidate. Specific advertising messages on behalf of or opposing any political candidate or measure on any ballot shall not be permitted.

2. Position Advocacy - Any direct advocacy messages including specific promotional messages on behalf of or opposing any ballot initiative, measure proposal, or items under consideration of the City Councilor its commissions or advisory bodies shall not be permitted.

3. Commercialism - There shall be no commercial advertising or other information which promotes the sale of any product or service offered, except for promotional announcements of City sponsored or sanctioned events or approved sponsorship acknowledgments.

4. Lotteries - Advertising of other information concerning any lottery, gift enterprise or similar promotion is prohibited.

5. Promotion of Religion - Programming which directly promotes religious beliefs or religious philosophies shall not be presented on the government access channel.

6. Promotions - Promotional announcement for City sponsored or sanctioned events will be permitted on the City of Deer Park's government access channel. However, promotional announcements for events, charities, or outside organizations in which the City has no official interest or sponsorship shall not be permitted.

7. Defamatory Material - Subject matter which is defamatory in nature (i.e. slander) shall not be presented on the government access channel.

8. Indecent or Obscene Content - There shall be no presentation of programming content which, in the opinion of the City manager or his/her designee, is indecent, obscene or illegal.

9. Copyright Restrictions - Programs containing copyrighted materials will not be broadcast without proper copyright authorization. Outside agencies submitting programming for broadcast are responsible for obtaining all necessary copyright clearance and shall hold the City, its officers and agents, harmless in any case of copyright infringement.

10. Liability - The City of Deer Park will not be responsible for the accuracy of any information cablecast over the government access channel that was submitted by outside sources.

## **Editing Policies**

All programs are subject to editing. Editing shall not alter the factual content or overall intent of the material being cablecast. Slides and character-generated information shall be edited to provide clarity and to maximize use of the memory and time available.

Any part-time employee who is tasked with generating content for the public access channel must submit all content to their supervisor for prior approval before that content is made public. Part-time employees may only add content to the public access channel after they have signed the City's acknowledgement and authorization form.

#### **Use of Equipment**

Use of City-owned equipment and related production facilities and equipment shall be restricted to City use and operation thereof to City employees, officers or approved agents of the City.

Loaning of equipment for personal use shall not be permitted or authorized. All programming produced by the City staff shall be deemed property of the City. Programs produced by contract agents of the City shall be the property of the City and shall not be sold or commercially distributed without written authorization of the City.

#### **Sponsorship Policies**

The City of Deer Park is not accepting sponsorships at this time.

#### **Record Retention**

Cablecast content shall not be considered an official record of the City of Deer Park. All videotapes shall be the property of the City of Deer Park. It shall be a general policy not to retain videotapes of staff produced programs, meetings, and events. At any time, tapes may be reused and the original material erased at the discretion of the government access channel manager.

#### **Use During Emergencies**

Government use of the channel during emergencies and disasters as determined by the City Manager has absolute priority over other programming. During such emergencies or disasters, the channel shall be permitted to accept live and/or taped video or audio information from other governmental or non-governmental entities when such announcements are deemed to provide important public information pertaining to the emergency or disaster or other condition requiring protection of the public health, safety and welfare.

# **Staff Communications Manual**

This manual is provided to assist all staff members – especially those charged with communications efforts for their respective departments – with composing strong and clear messages intended for public distribution.

In this manual, we will provide examples of news releases, Facebook posts, Twitter posts and public service announcements which may serve as models for future communication. The goal of this manual and the Communications Plan in general is to improve quality and consistency of City communications with local media.

# **Identifying newsworthy items:**

Departmental activities happen every day, and many would not only be of interest to the public, but could have an effect on their daily lives.

When considering whether or not an item is newsworthy, consider the following questions:

- Will this activity affect the general public in some way? Will it have an impact on traffic, basic services, or quality of life?
- Is this activity being carried out in preparation for some type of public event?
- Is the activity being planned open to the general public or a segment of the population?
- Is this activity of general interest to the public, i.e. does it represent a milestone for the City or one of its employees?

If the answer to any of these questions is yes, the activity would most likely be newsworthy and deserving of a press release, Facebook post, post on the City's Web site, public service announcement or a combination thereof.

## Composing a press release:

Standard press releases should answer the basic questions about the event or issue being addressed:

Who is sponsoring/responsible for the event, and who will be affected/invited?

What is the event or topic of the release?

When will it take place?

Where will it take place?

Why is the City/sponsoring entity holding the event? Why should citizens get involved/attend?

How can citizens sign up or learn more?

Ideally, a press release will also include quoted material from the most appropriate person in charge of or contributing to the event. For example, the Mayor or City Manager would be the most appropriate person to address a City policy change or initiative. However, the Director of Information Technology would be the logical person to address a change to the City's Web site which will affect the way citizens utilize the site.

When drafting quoted material, make sure the person being quoted has seen the final draft of the release before it is submitted to an outside media source.

#### When preparing a news release, keep the following questions in mind:

- Does it uphold the City's mission, vision and Council core values?
- Do we have an audience in mind?
- Is it clear and direct?
- Have we selected appropriate media?
- Have we included opportunities for inquiries, feedback and participation?

Note: When sending outgoing press releases to media, the release should be placed in text format in the body of the outgoing email. Individual departments may choose to add additional formats, including an attached .pdf with the same material included.

*Read through the press releases below. Note that date, time and location (if applicable) are provided within the first two sentences of the release.* 

As well, note that each press release includes contact information for a person or entity to reach for additional information.

#### Draft Press Release 1:

The Deer Park Police Department will take part in a regional drug take back program on Saturday, April 25 from 10 a.m. to 2 p.m. at the Deer Park High School South Campus Stadium on the home side.

According to DPPD Crime Prevention Officer Tina Taylor, the department will accept and dispose of all prescription and over-the-counter drugs in the form of pills, liquids and patches, free of charge.

"On April 25, Deer Park PD – along with the Baytown and Pasadena Police Departments – will hold driveup events at local sites to accept and dispose of medications properly with no questions asked," Taylor said. "We want to encourage any residents who may have expired medications or half-empty bottles around the house to take advantage of this opportunity to dispose of the materials in a safe manner."

As stated by Taylor, proper disposal of prescription medications is important from both a law enforcement and an environmental standpoint.

"Most of the kids we come across who try drugs first find them in a medicine cabinet – be they left over from a surgery or just forgotten, these medications are unwanted, unused for their intended purpose, and left unaccounted for," she said. "Even if the kids don't take them, they can find them and sell them, which is also very dangerous for them.

"Even if it weren't for these concerns, medications disposed of through garbage or water systems end up having a damaging effect on the environment, so it is better all around to have these items collected and destroyed."

For more information, contact DPPD at (281) 930-2148.

#### **Draft Press Release 2:**

The 2015 Totally Texas Festival is just around the corner, and now is the time to sign up to take part in the annual parade.

According to Tim Culp, Deer Park Chamber of Commerce President/CEO, the deadline to register as a parade participant is Monday, March 6, and all interested parties may contact the chamber directly.

"The Totally Texas parade is an opportunity to be among your community and show your appreciation not only for Deer Park but for the history of the great State of Texas," Culp said. "Participants are welcome to enter any type of vehicle or trailer into the parade, and of course we encourage everyone to decorate their vehicles to go along with the festival theme, 'Texas Stampede – Back to Our Roots.'

"We hope to see many of our community leaders, business owners, civic organizations and residents take part in this special event!"

For more information or to register as a parade participant, contact the Chamber at (281) 479-1559. Additional information is also available on the Chamber's Totally Texas page, <u>http://deerparktx.usachamber.com/custom2.asp?pageid=6138</u>.

# Composing a public service announcement:

A public service announcement is slightly different than a press release. Where a press release seeks to inform and provide additional detail through the use of quotes, a public service announcement is typically five sentences or fewer, provides only the facts about the event without the use of quoted material, and provides the reader with at least one source of information for additional information.

As well, a PSA is typically based on a free event.

#### The following would qualify as a PSA:

The Deer Park Police Department will take part in a regional drug take back program on Saturday, April 25 from 10 a.m. to 2 p.m. at the Deer Park High School South Campus Stadium on the home side.

According to DPPD Crime Prevention Officer Tina Taylor, the department will accept and dispose of all prescription and over-the-counter drugs in the form of pills, liquids and patches, free of charge.

For more information, contact DPPD at (281) 930-2148. Additional information is also available on the City's Web site, <u>www.deerparktx.gov</u>.

# Composing a Facebook post:

Facebook posts may be composed in various lengths but should be limited to eight sentences or fewer, bearing in mind that approximately two sentences will be visible without requiring the user to "See More."

Facebook posts should be paired with at least one photo or graphic, if possible, and should also include a contact point for additional information.

While there is no strict limit to the number of Facebook posts that can be published per day, be advised that any more than two posts will not automatically appear in the News Feeds of those citizens who have "liked" the City's respective pages. Therefore, limiting posts to two per Facebook page per day will increase the likelihood of the posts being seen.



# Composing a Twitter post:

Twitter posts are limited to a total of 140 characters, including any links to photos, outside Web sites, or hashtags.

#### The following examples would each be acceptable Twitter posts, also referred to as "Tweets" -

Yard Waste pick-up tomorrow! Remember, no more than 12 items a week, including bags, personal cans & bundled sticks! Call 294-5724 for info.

Beginning 4/3, there will be a \$25 fee for heavy trash pick up added to monthly statement. Get more info. at http://bit.ly/17mYeAt

Customers in Areas 2,4,6 & 8 – Please remove your City garbage cart from the street by 10 p.m. #GreenerDeerPark

If you have a message you would like to see on the City's Twitter page, contact the Public Relations/Marketing Specialist to have it scheduled.

Please note: While there is no strict limit to the number of Twitter posts ("Tweets") that can be added per day, the recommended limit is five posts per Twitter account per day.

## Composing an Instagram post:

Instagram posts must include one strong photo and approximately two sentences of information, which include a point of contact for additional information.

If you have a message you would like to see on the City's Instagram page, contact the Public Relations/Marketing Specialist to have it scheduled.

Please note: While there is no strict limit to the number of photos that can be added to Instagram per day, the recommended limit is five posts per account per day. Our goal will be to post no less than two photos per week.

# Notifying the full chain of command:

When coordinating any type of news conference, special event or public gathering, contact your Director before the first official notice is sent to media contacts and copy the Public Relations/Marketing Specialist. As a concurrent effort, the Public Relations/Marketing Specialist will ensure full media, City Council, City administration and public notification.

For example, events in which department level staff are working with local and Houston area media should always be submitted for Director approval and copied to the Public Relations/Marketing Specialist.

#### Case Study #1

An event historically organized at the department level will take place in approximately one month, and staff have historically worked to write scripts/programs, notify local and major media outlets and work directly with specific members of Council to facilitate participation, notifying their Director after initial work had been completed.

Under the new Communications Plan, a call or email to the Public Relations/Marketing Specialist and the Department Director *at the beginning of the process* should be made in order to ensure participation by any Council members, City administration, etc.

#### Case Study #2

An incident involving City employees or standard City protocol begins to receive attention via social media and national media outlets. Requests are made to department level staff for additional information, interviews with Directors or key staff, etc.

Under the new Communications Plan, a call or email to the Public Relations/Marketing Specialist and the Department Director *when the request is received* should be made in order to prevent duplication of outreach efforts, and PR/Marketing should be copied on responses to ensure universal knowledge of outgoing information.

# Submissions to the Messenger:

Items submitted for inclusion in the Messenger should be both timely and appropriate for the three month period of publication. Deadlines typically fall approximately two months before publication – specific due dates are made available in P:\MESSENGER Newsletter\Forms & Deadlines.

Issue periods include:

Winter - December to February, covering Council actions from preceding August to October

Spring – March to May, covering Council actions from preceding November to January

Summer – June to August, covering Council actions from preceding February to April

Fall – September to November, covering Council actions from preceding May to July

**Plagiarism/citing sources** – All material submitted for publication in the Messenger should be original content developed by a City employee or group of employees. If content is copied or summarized from an outside source, it is not considered original material and should be cited as such.

See the example below, where an acceptable citation is provided within a Messenger submission form:



# Article Quarterly Messenger Newsletter

Date: 04/08/2014

Department: Parks & Recreation

Submitted By: Lacy Stole

Title of Article: Make Yogurt One of Them

Length of article is limited to the space below.

The American diet is more unbalanced than ever and in a state of crisis, in case you didn't know. Americans consume only about half of the recommended servings of low fat and fat free dairy each day. Yogurt is one of those items that contains nutrients we are lacking like calcium, vitamin D and potassium. It can be a great source of high-quality protein which helps you stay fuller for longer and helps promote muscle and bone health. Recent studies done in epidemiology also show that frequent and healthy yogurt consumption is associated with less weight gain over time and healthy levels of blood pressure and circulating glucose. Eating yogurt every day is an important first step toward creating a more balanced diet and healthier lifestyle. Remember, it's all about making you the best version of you so we can live longer and healthier. You're alive and you're awesome, so let's live like it.

Source: Fitness Journal April 2014 and myself (in case you put that information in)

**Amount of information** – The amount of material submitted for inclusion in the messenger should be brief, but comprehensive. The ideal article will fully explain the issue, answering the basic "who, what, when, where, why and how" questions, be brief but comprehensive and present a clear message.

See the example below of an ideal article length:



# Article Quarterly Messenger Newsletter

Date: 01/27/2015

Department: City Manager

Submitted By: Gary Jackson

Title of Article: Deer Park Gateway Project

Length of article is limited to the space below.

The groundbreaking ceremony for the Deer Park Gateway project was held on November 6, 2014. The Deer Park Gateway, which will serve as the entrance to the city, is part of a larger beautification initiative being coordinated by the San Jacinto Texas Historic District and the Economic Alliance Houston Port Region.

The Deer Park project features two locations. Two large monuments will flank Center St. at Railroad St. and mark the entrance into Deer Park off of Highway 225. Also, a more moderately size gateway monument will be erected at the southern end of Center Street in Deer Park near Spencer Highway. An additional smaller monument acknowledging the financial donations to the project from Shell and Lubrizol will be constructed in the Center Street median between the large monuments on the north end of the project.

Mayor Jerry Mouton stated at the groundbreaking that "The gateway project will serve as an important way for visitors and residents to connect to our history and as a catalyst for the continued beautification of Center Street." The Mayor then added that "The project would not have been possible without the generous support of our industry partners and the Economic Alliance," referring to a \$200,000 donation from Shell Deer Park, a \$50,000 donation from Lubrizol, and a \$73,000 grant from the Economic Alliance and a \$25,000 Downtown Public Spaces Improvement Grant from the Houston-Galveston Area Council (H-GAC). The project is expected to be completed this spring.

# **DPTV Submission guidelines:**

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 Send email to <u>DPTV@deerparktx.org</u> letting Nathan & Cristina know that a new slide/video has been submitted.



# Legislation Details (With Text)

File #:	PUR 19-001	Version:	1	Name:					
Туре:	Purchase			Status:	Agenda Ready				
File created:	1/4/2019			In control:	City Council				
On agenda:	1/15/2019			Final action:					
Title:	Consideration of and action on the authorization to purchase from Vaught Services, Inc., through the TIPS Cooperative Purchasing Program to perform Sanitary Pipe-bursting in the Park Meadows Sections 1-4.								
Sponsors:	Public Works								
Indexes:									
Code sections:									
Attachments:	Park Meadows	s proposal							
Date	Ver. Action By	,		Act	ion Result				

Consideration of and action on the authorization to purchase from Vaught Services, Inc., through the TIPS Cooperative Purchasing Program to perform Sanitary Pipe-bursting in the Park Meadows Sections 1-4.

# Summary:

This project consists of Pipe-bursting 23,680 linear feet of sanitary sewer pipe and manhole rehabilitation in the Park Meadows Subdivision Sections 1-4. The existing sanitary pipe is clay and is in bad condition causing line failures and sewer overflows. This project is part of the SSO imitative to rehabilitate sewer lines in areas found to have severely deteriorated pipe in subdivisions with overflow issues. The services for this Project will be purchased through the TIPS Cooperative Purchasing Program using Vaught Services, Inc. (A Vortex Companies). The total price for this project is \$1,957,242.05.

Fiscal/Budgetary Impact: This project will be funded through Water/Sewer CIP Funds (Fund 53)

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J.P	PURCHASING SYSTEM	-7;		10B	ORDER CON	JOB ORDER CONTRACTING NO:		173	171105	
• .	Ì			PROJ Rehah	PROJECT NAME: F Rehabilitation	PROJECT NAME: Park Meadows and W. Pasadena Blvd Sanitary Sewer Sehabilitation	W. Pasad	ena Blvd Sani	tary Sewer	
This	This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <u>MUST</u> be faxed to Contract Administration @ 281-901-5336. Please type or carefully print; thank you.	issued, bo refully pr	th documen int; thank y	ts <u>MUS</u> Du.	$\underline{\mathbf{T}}$ be faxed	to Contract Admi	inistrati	л @ 281-90	L-5336.	
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2	Pre-TV and Clean 6-12" Sentary Sewer	23680	5	ŝ	4.38	115,558.40	\$	4.00	\$ 94,7	94,720.00
m	Post TV 8.12" Sanitary Sewer	23680	3	\$	3.05 \$	72,224.00	S	2.00	\$ 47,3	47,360.00
4	Pipe Burst existing & Sanitary Sewer with a 8.625" SDR.19 "IPS' GRAY HDPE, up to 10/feet deep	15860	ц	ŝ	56.12 \$	890,063.20	s.	44.00	\$ 697,8	697,840.00
Ŋ	Pipe Burst existing 10° Sanitary Sewer with a 10.75° SDR-19 'PS' GRAY HDPE, up to 10-feet deep	220	3	ŝ	69.54 \$	15,298.80	Ś	57.00	\$ 12,5	12,540.00
νc 	Pipe Burst existing 12" Sanitary Sewer with a 12.75" SDR-19 'IPS' GRAY HDPE, up to 10-feet deep	7600	ц	ŝ	69.54 \$	528,504.00	ŝ	62.00	\$ 471,2	471,200.00
4	Cutting or Removing Slipliner	5500	5	ŝ	6.10 \$	33,550,00	ŝ	5.00	\$ 27,5	27,500.00
ŵ	Sanitary Service Reconnection, including 5-feet of lateral, up to 10-feet deep	440	EA	ŝ	\$ 297.80	263,032.00	Ŷ	525.00	\$ 231,0	231,000.00
σ.	Extra Length Service Connection beyond S-linear feet.	2200	5	s	24,40 \$	53,680.00	ŝ	20.00	\$ 44,0	44,000.00
10	Construct New End of Line Clearout or Waste Water Access Chamber	ä	a	ŵ	2,074.00 \$	31,110.00	υ.	1,700.00	\$ 25,5	25,500.00
TT	Crushed Rock Backfill	200	ជ	ŝ	\$ 07.10	13,420,00	Υ.	55.00	\$ 11,0	11,000.00
<u>t</u>	Cement Stabilized Sand Backfili	200	5	ŝ	79.30 \$	15,860.00	υ,	65.00	\$ 13,0	13,000.00
ម្ព	Remove and replace Asphait paving	160	۶	w	140.30 \$	22,448.00	ŝ	115.00	\$ 18,4	18,400.00
41	Remove and replace Concrete paving	160	۶۶	ŝ	274.50 \$	43,920.00	\$	225.00	\$ 36,0	36,000.00
15	Remove and Replace or Install New 4-foot Diameter Manhole, up to 8-feet deep	ν,	3	s	5,124.00 \$	25,620.00	5 S	4,200.00	\$ 21,0	21,000.00
16	Additional Depth, 4-foot Diameter Manhole	15	٨٤	ŝ	427,00 \$	6,405.00	5 S	350.00	\$ 5,2	5,250.00
77	Manhole Rehab, 1-Inch Cementitious Liner	300	VF	\$	152.50 \$	137,250.00	\$	125.00	\$ 112,5	112,500.00

Page 1 of 2

CONTRACTOR PRICING WORKSHEET OB ORDER CONTRACTING NO: 171105	PROJECT NAME: Park Meadows and W. Pasadena Blvd Sanitary Sewer Rehabilitation	ct Administration @ 281-901-5336.	PROJECT SPECIFIC DISCOUNT	Unit Price Total	00 \$ 400.00 \$ 10,000.00	00 \$ 2,000.00 \$ 10,000.00	00 \$ 785.00 \$ 3,925.00	40 \$ 1,900,235.00			**	to \$ 1,900,235.00		Performance and Payment Bonds (If Required): \$57,007.05	18 TOTAL w/ Bonds: \$1,957,242.05	Vaught Services, LLC (A Vortex Companies)	Brent Keller	281-924-1718	281-901-5336	<u>bkeller@vortexcompanies.com</u>		
CONTRACTOR PF	PROJECT NAME: Park Mead Rehabilitation	nts <u>MUST</u> be faxed to Contra you.	LIST PRICING	Unit Price Total	\$ 500.00 \$ 12,500.00	\$ 2,800.00 \$ 14,000.00	\$ 1,000.00 \$ 5,000.00	\$ 2,308,593.40			\$	\$ 2,308,593.40		Performance and	Pricing Date: 11/28/2018	Contractor:		Phone:	Fax:	Email:		
		User. If a PO is issued, both documents <u></u> Ptease type or carefully print; thank you.		Est. Quant. Unit	25 EA	5						ds)										
PURCHASING SYSTEM		This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents <u>MUST</u> be faxed to Contract Administration @ 281-901-5336. Please type or carefully print; thank you.		Description of Item	Obstruction Removal / Pocholing by Excavation, up to 8-feet deep	Point Repair, 8-12 inch Sanitary Sewer, up to 8-feet deep	Install / Replace Standard 32" King & Cover	Proposal BASE Total	studdi Emerican		Proposal SUPPLEMENTAL ITEMS Total	TOTAL BASE + SUPPLEMENTAL (less Bonds)	ltems NOT included in quote unless expressly noted: Manhole Removali Replacement or Coatings, Paint Repairs,	Dewatering. Traffic Control outside of typical cones and signage. Heavy Bipass Pumpine, Surface Restanction beyond Soddine, SWPP, Vibration Monitorine.	Smoke Testing, Bonds, Mechanical Pipe Cleaning	city of Deer Park		281-420-7229		: Bcostlow@deerparktx.org	The Customer shall be responsible for providing:	<ul> <li>Access to hydrants or free water source as necessary (including meters)</li> <li>All Heavy Traffic Control</li> <li>All Permits and Permissions which may be necessary (Federal, State, Local, etc.)</li> </ul>
	<b>1</b> 20	Thè		Item	18	19	50		÷							Buying Agency:	Contact Person:	Phone:	Fax:	Email:	NOTE:	

Page 2 of 2



# City of Deer Park

# Legislation Details (With Text)

File #:	AGR 19	9-001	Version:	1	Name:		
Туре:	Agreem	nent			Status:	Agenda Ready	
File created:	12/27/2	2018			In control:	City Council	
On agenda:	1/15/20	)19			Final action:		
Title:		idy with I				enter into an agreement for a s through the HGAC Buy Coc	
Sponsors:							
Indexes:							
Code sections:							
Attachments:	Deer Pa	ark Lette	<u>er</u>				
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Date	Ver. Ac	ction By			Acti	on	Result
1/15/2019	1 Ci	ity Coun	cil				

Consideration of and action on authorization to enter into an agreement for a water and wastewater rate study with NewGen Solutions and Strategies through the HGAC Buy Cooperative Purchasing Program.

# Summary:

The City is requesting authorization to enter into an agreement for a water and wastewater rate study with NewGen Solutions and Strategies through the HGACBuy Cooperative Purchasing Program. The intent of the study is for the company to independently assess and evaluate the City's existing water and sewer rates using financial and consumption information and provide recommendations for water and sewer rates for all customer classes. The objective of the study is to adequately fund water and sewer utility operations, capital costs, and debt service while minimizing rates to the greatest degree possible.

NewGen Solutions and Strategies has extensive professional experience in providing financial, managerial and economic consulting services to public sector utilities. Members of the company's team have assisted an extensive list of clients in conducting wholesale and/or retail water, wastewater, storm water, solid waste, electricity and natural gas cost of service and rate design studies.

Attached are the following:

- 1) Letter from NewGen Solutions and Strategies.
- 2) Proposal.
- 3) Contract with HGAC.

The proposed cost is <u>not-to-exceed \$31,500</u>. This consists of the project cost of \$27,500 + \$4,000 for an optional rate model. The rate model is a financial model for rate setting that city staff could use to support rate decisions in future years. This includes the cost of one on-site, hands-on training session with City staff.

Fiscal/Budgetary Impact:

\$50,000 was budgeted in the FY 2018-2019 Budget for this purpose.

Authorize an agreement with NewGen Solutions and Strategies for a water and wastewater rate study.



275 W Campbell Road Suite 440 Richardson, TX 75080 Phone: (972) 680-2000

December 27, 2018 via email

Mr. Gary Jackson Assistant City Manager City of Deer Park 710 E San Augustine Deer Park, TX 77536

#### Subject: Deer Park, Texas - Water & Wastewater Rate Study

Dear Mr. Jackson:

NewGen Strategies and Solutions, LLC (NewGen) is pleased to submit this proposal to conduct a Water and Wastewater Rate Study for the City of Deer Park.

By signing below, the City of Deer Park agrees that the scope of services as detailed in the proposal dated December 26, 2018 shall be governed by the terms, conditions, and specifications of HGAC Contract HP10-17 dated November 1, 2017. The aforementioned proposal and HGAC contract are provided as enclosures to this letter.

We look forward to assisting the City of Deer Park by working on this project. If you have questions concerning this proposal, please contact me at (972) 675-7699 or mgarrett@newgenstrategies.net.

Sincerely,

**NewGen Strategies and Solutions, LLC** 

Matthew B. Garrett Executive Consultant

Enclosures: Proposal dated December 26, 2018 H-GAC Contract HP10-17

# **Authorization**

Signature	
Name	
Title	
Date	



# **CITY OF DEER PARK**

**PROPOSAL FOR:** 

# WATER AND WASTEWATER RATE STUDY

DECEMBER 26, 2018

Submitted by:





275 W Campbell Road Suite 440 Richardson, TX 75080 Phone: (972) 680-2000

December 26, 2018 *via email* 

Mr. Gary Jackson Assistant City Manager City of Deer Park 710 E San Augustine Deer Park, TX 77536

## Subject: Deer Park, Texas - Water & Wastewater Rate Study – Scope of Services

Based on recent conversations, NewGen Strategies and Solutions, LLC (NewGen) is pleased to offer our services to conduct a Water and Wastewater Rate Study (Study) for the City of Deer Park (City). NewGen understands that the primary goal of this engagement is to assess the overall financial stability of the utility, both now and projected into the future reflective of anticipated costs, to determine future rate actions that may be required.

NewGen is excited to be considered to assist the City in conducting this critical project, which is a cornerstone for municipal utilities in achieving future success.

# Introduction to NewGen

NewGen Strategies and Solutions (NewGen), established in 2012<sup>1</sup>, is a management and economic consulting firm specializing in serving public sector utilities. NewGen provides financial, cost of service, rate design, valuation, strategy, expert witness, stakeholder, and sustainability consulting services to our clients. Our expertise includes litigation support in state and federal regulatory proceedings, utility business and financial planning, and sustainability strategy for water, wastewater, solid waste, electric, and natural gas utilities.

NewGen was created by consultants who are **dedicated to our client's mission** and recognized as **experts in our respective fields** of service. Our assistance to the public and private sectors is provided with a keen insight to the growing role of stakeholders, resource availability, cost of providing utility services and economic conditions, ensuring an integrated approach to utility operations and services. NewGen has 35 employees in 10 offices nationwide. We believe we are the most qualified firm for this engagement for the following reasons:

Prior Water/Wastewater Rate Experience: NewGen has completed numerous projects, throughout Texas and the nation. We have assisted water, wastewater, solid waste, gas and electric utilities across the United States to evaluate financial feasibility and improve the financial, operational, and management components of these utilities. This opportunity to assist the City is perfectly aligned with our core competencies. A recent client listing is provided in Appendix A.

<sup>&</sup>lt;sup>1</sup> NewGen was established in 2012 by consultants that left R. W. Beck after its acquisition by SAIC in 2009. Most of them left beginning in 2012, with additional people joining from SAIC in 2013 and 2014. Over 75% of the employees and owners of NewGen were previously employed at R. W. Beck and/or Reed, Stowe & Yanke, LLC.

- Proposed Project Manager, Mr. Matthew Garrett: Mr. Garrett will serve as the primary contact for this engagement and has over 16 years of local government and public sector experience, the last five of which have been in a consulting role. He is a Certified Public Manager, a Certified Government Finance Officer, and holds an MBA from the University of Texas at Dallas. Mr. Garrett applies his formal training and experience as a municipal Finance Director for clients by leading financial planning, cost of service rate design, stakeholder engagement, and economic feasibility analysis projects. He has completed a variety of cost of service and rate design studies for engagements with water, wastewater, natural gas and stormwater utilities. Mr. Garrett has assisted in the completion of impact fee, valuation, litigation support, and feasibility engagements.
- Understanding of Goals: We understand the importance of conducting thorough and accurate analyses while developing customer friendly and defensible rates that are easy to understand and update as operating and capital budgets change.
- Experienced Project Team: The NewGen Project Team proposed for this engagement has extensive experience in the conduct of cost of service and rate design studies, management plans and operations reviews for water and wastewater.

# **Scope of Services**

Our proposed work plan closely follows the approaches and methodologies utilized by NewGen's Project Team members in all of their water and wastewater cost of service and rate design studies. Therefore, the City can be assured that the work plan proposed by NewGen has been tested and proven in numerous studies across the state and nation. NewGen delivers a unique and integrated approach to supporting the City's utility financial planning and rate related decisions.

Market Leading Modeling Capabilities and Expertise for Informed Decision Making

Proven, multi-service utility financial forecasting tools improve performance

Instantaneous and flexible scenario analyses, reporting and dashboards

Proven and dynamic big data database analytics

Defensible, Flexible, and Comprehensive Roadmap for Rates, Aligning Strategy, Financial Policies, and Stakeholders Nationally Recognized Rate and Modeling Expertise to Ensure Study Defensibility

COS and rate design course development Provide review of existing COS / Rate Design models for large Water, Wastewater utilities Broad experience across multiple industry sectors provides insight into various market approaches

Integrated COS, Stakeholder, and Strategy Expertise Supports Public Endorsement and Implementation

Project Team has integrated utility stakeholder, survey, COS, expert witness and strategic planning expertise NewGen maintains a strong and active presence before the State of Texas' rate regulatory authorities and is routinely requested to provide expert opinions on rate matters by legal counsels representing clients throughout the State of Texas. For NewGen to maintain its reputation and presence within the regulatory environment, our product must be of such quality to withstand intense scrutiny. The product(s) developed by NewGen for this engagement will withstand such scrutiny.

NewGen approaches each rate study with a focus on three major rate study components as illustrated below. A thorough analysis and understanding of each component is crucial to a rate study and successful rate actions.



The following tasks briefly summarize a high-level, draft work plan and estimated timing proposed by the NewGen Project Team to perform the Study. If selected, the Project Team understands that the work plan will be revised and refined with input from City Staff.

# Task 1 – Data Collection and Project Kick-off

At the outset of the project, the City will be provided an initial data request for information needed to begin the study. The Project Team will then review and assess the information to become familiar with the City's operations and policies and, to the extent possible, will test the billing data received for accuracy. On conclusion of the data review and testing, the Project Team will hold a kick-off meeting via teleconference with City staff and applicable project stakeholders. The primary reason for the kick-off meeting is to allow the key Project Team consultants and participants from the City to be introduced and lay the general framework for how the study will be conducted. This meeting will also allow for the finalization of the proposed work approach and will allow the Project Team to gain a better understanding of the political and customer views/opinions of current rates; the capital, demand, and operational changes anticipated over the study period; and the initial rate design pricing objectives of stakeholders.

# Task 2 – Revenue Requirement and Financial Plan Development

The revenue requirement will be developed using the cash needs approach, unless otherwise requested by the City. The cash needs approach incorporates a utility's operation and maintenance costs, debt service and bond coverage requirements, cash funded capital outlays, reserve requirements, and transfers. The Project Team will assess and project the cost of service by analyzing the most recent three (3) years of historical actuals, the current budget year, and any forecasts made for future fiscal years.

NewGen will adjust expenditures as necessary (normalize, annualize, etc.) to develop an annual revenue requirement that is representative of the utility's financial needs. In this stage, it will be important to identify the impacts of any future wholesale costs and financial policy objectives. After review, the Project Team will develop a test-year cost of service and will then prepare a forecast of revenue requirements for a five (5)-year period. This forecasted financial plan will consider the impact of population changes, cost inflation, changes in contractual obligations, needed capital improvements and the City's anticipated funding plan for said improvements.

# Task 3 - Cost of Service Analysis and Customer Class Cost Allocation

It is our understanding that the City does not desire a full, customer class level cost of service review at this point. For this scope, NewGen has assumed the City will maintain the current customer class and rate structures.

If deemed necessary, after our review of the requested data, NewGen may propose amendments to the City's existing customer classes with specifications regarding the service standards for each class. If the City elects to change customer classifications, additional analysis may be required to allocate costs to the selected customer classes based on each customer class' level of service.

# Task 4 - Rate Design and Revenue Sufficiency

Prior to beginning Task 4, members of the Project Team will discuss key policy areas with City staff and the potential rate design alternatives that can meet the City's pricing goals and objectives. These include, but are not limited to:

- Debt service coverage requirements
- Reserve policies
- Industry-accepted best practices
- Any Texas-specific regulatory changes that may arise

As necessary, the Project Team will include an estimation of the impact of the economic concept of the price elasticity of demand. Failure to quantify this interaction between price and consumption in the development of rates can lead to the development of rates which fail to fully recover the utility's cost of service.

The results of this task will provide the data to properly evaluate revenue recovery, the magnitude of potential rate increases, if any. In addition, this will give the Project Team the ability to compare the actual cost to provide utility service with the anticipated billed revenues of the utility.

Members of the Project Team will discuss with City staff the potential rate design alternatives that meet the City's pricing goals. From these discussions, the Project Team will develop rate scenarios that are reflective of industry accepted practices and procedures and rate regulations within the State of Texas and which balance the recovery of revenue between base rates and volumetric rates in line with City objectives.

#### Task 5 – Results Reporting and Council Engagement

The Team will develop an electronic draft report summarizing the study's findings, assumptions, methodologies, and recommendations. The Project Team is committed to ensuring that the City staff thoroughly understands the recommendations in the draft report and will be available to discuss findings, answer questions, and receive input. Upon receipt of City staff comments, the Project Team will make appropriate changes and provide the City with the final report. After completion of the final report, the Project Team will develop the necessary materials to formally present the results of the study in a meeting with the City Council or public hearing, if requested.

## Task 6 – Rate Model and Training Session (Optional)

NewGen prides itself in developing user-friendly models which are specific to, and reflect the unique operational characteristics of, each client. If desired, the model provided to the City will be built to be compatible with the latest version of Microsoft Excel and provide a fully functional version of the model on flash drive or another chosen media. Additionally, both a fully protected version and an unlocked version of the model will be provided to ensure staff has a tool that can be deployed to all classes of users, from novice to advanced. The development of the financial forecasting and rate model will occur throughout the course of the project.

Our models include visual and numeric dashboards designed to dynamically and instantly manage, manipulate, and evaluate large amounts of data. The dashboards instantly and easily convey the key financial metrics, consumption changes, customer impacts, and rate structures to customers, staff, and councils.

The City's model will allow staff to run "what-if" scenarios including, but not limited to, changes in operating, capital and wholesale costs, customer and volume growth or decline, debt service structure, source costs, inflation, capital project financing and funding sources. To ensure the model is fully useable by staff, the Project Team will conduct a hands-on training session with key model stakeholders when the model is delivered, discuss every worksheet within the model and fully demonstrate its functionality.

Once the project has been finalized, the Project Team will work to form this model into a "user-friendly" program for use by City Staff.

# **Timetable for Completion**

Subject to timely response to information and data requests as well as availability of data, NewGen will have draft results for discussion with City staff within 90 to 120 days from notice to proceed. The various phases of this Study will be conducted concurrently, to the extent possible, which ensures that the Study is moving forward in a cost-efficient manner.

# **Project Team**

NewGen has assembled a Project Team based out of our Richardson, Texas office. Complete resumes for each Project Team member are available upon request.

#### Matthew Garrett | Project Manager



Mr. Matthew Garrett, Executive Consultant in our Richardson office, will be responsible for providing the requested services, and will coordinate and work in coordination with City Staff and the City's Consulting Engineer during the engagement.

Mr. Garrett joined NewGen Strategies and Solutions in October 2013 and brings a broad range of experience to the project. Prior to joining NewGen, he served as the Finance Director for the Town of Prosper, Texas for over five (5) years. Before his time in municipal government, he was employed by Collin County holding the titles of Senior Financial Analyst, HR Supervisor and HRIS Analyst. Matthew earned his undergraduate in Management from Texas A&M, holds an MBA focusing on Organizational Strategy from the University of Texas at Dallas, and received his Certified Public Manager designation from Texas State University.

#### Chris Ekrut | Quality Assurance/Quality Control



Mr. Chris Ekrut has been providing rate-making consulting services since 2004, with the majority of his consulting experience centered in the water and wastewater industry. Mr. Ekrut has filed expert witness testimony with regards to cost of service determination and rate design, as well as provided litigation support and expert witness testimony development before the rate regulatory agencies of the State of Texas. He has also conducted a number of wholesale and retail water and wastewater rate studies, developed water, wastewater, and stormwater rate models, and assisted in the negotiation and/or litigation involving a number of wholesale water contracts. Mr. Ekrut also specializes in the development of Utility Business Plans and has been called on by the Texas Section of the American Water Works Association to speak on the importance of business planning for municipal utilities. Most recently, Mr. Ekrut was engaged by the Office of Public Utility Counsel (OPUC) to assist in providing technical review and guidance for on-going rule-making actions of the Public Utility Commission (PUC), as well as to serve as OPUC's expert witness in two contested rate filings by investor owned utilities in the state.

#### Michael Sommerdorf | Financial Analyst and Data Analytics Expert



Mr. Michael Sommerdorf, Analyst in our Richardson office, will serve on the Project Team providing financial modeling, large data manipulation and financial analysis services.

Mr. Sommerdorf joined NewGen Strategies and Solutions, LLC as an Analyst in 2016 shortly after attaining a Bachelor of Business Administration in Accounting and recently completed his Master of Science in Business Analytics at the University of Texas at Dallas.

#### Megan Kirkland | Analyst



Ms. Megan Kirkland joined NewGen in May 2018 as a Staff Consultant and provides analytical support, and assistance with industry and project research. Prior to NewGen, Ms. Kirkland worked with Robert Half as an Accounting Contractor, and graduated from Texas A&M with a Petroleum Engineering degree, and minor in Business Administration.

# **Project Fees**

Based on the scope of work outlined herein, the Project Team estimates **Tasks 1 through 5** can be provided for an estimated fee of **\$27,500**, inclusive of out-of-pocket expenses. This proposed fee assumes one (1) on-site meeting. Other meetings or discussions will be held by teleconference in an effort to provide the requested services as economically as possible.

In our discussions, City staff indicated the City may be interested in receiving a completed financial model for rate setting that staff could use to support rate decisions in future years. This was described in the scope as an *Optional Task* and is priced separately. To **finalize the rate model and train City staff on its use as discussed in Task 6**, NewGen guarantees the cost to complete the rate model will not exceed **\$4,000**. This includes the cost of one on-site, hands-on training session with City staff.

NewGen invoices its clients monthly for actual services performed plus out-of-pocket expenses incurred at cost. Payment is due within thirty (30) days of the invoice date. This agreement is subject to cancellation within thirty (30) days prior written notice provided to NewGen. In the event of cancellation, all labor and expense charges incurred by NewGen through the date of cancellation will be considered due at the time notice of cancellation is delivered, regardless of work product and/or engagement status.

The estimated fee proposed herein will remain in effect ninety (90) days from the date of this proposal.



NewGen has been selected through a competitive procurement process by HGACBuy. This contract award allows government entities nationwide to contract our services directly, without the issuance of a request for

proposal (RFP). H-GAC's Cooperative Purchasing Program, known as HGACBuy, is a nationwide procurement service that was established pursuant to Texas' "Interlocal Cooperation Act". The "Act" allows local governments and certain non-profits to use contracts appropriately established by another government entity. Use of the Program for a particular purchase by any government entity is strictly at the discretion of that entity.

# **Rates for Additional Professional Services**

Our consultants have come together to offer our clients a myriad of expertise and experience gained from a variety of engagements throughout the state and nation. To enhance effective utility management these services are varied and can be tailored according to the needs of the City.

Services that may be requested by the City, but not included in the scope of services outlined above can be provided at a negotiated price based on our currently standard hourly billing rates as shown below, and expenses as incurred.

Assistance provided to the City will be performed at the direction of the Assistant City Manager, or other designated staff. As services are requested and performed, NewGen will invoice the City on a monthly

basis for actual hours worked at our then applicable hourly billing rates, plus out of pocket expenses incurred at cost. Payment is due within thirty (30) days upon receipt of invoice.

Payment is due within thirty (30) days upon receipt of invoice. Our current hourly billing rates, which will remain in effect through December 31, 2019, are as follows:

Position	Billing Rate
President	\$275 - \$315
Director/Executive Consultant/Vice President	\$195 - \$305
Senior Consultant	\$175 - \$195
Staff Consultant	\$130 - \$160
Analyst	\$100 - \$120
Administrative Assistant	\$90

# NewGen Strategies & Solutions 2019 Billing Rates

Note: Billing rates are subject to change based on annual reviews and salary increases.

NewGen looks forward to assisting the City of Deer Park and appreciates the opportunity to propose our services to complete this important engagement! If you have any questions, please feel free to contact Mr. Matthew Garrett at 972.675.7699 or via email at <u>mgarrett@newgenstrategies.net</u>.

Sincerely,

#### **NewGen Strategies and Solutions, LLC**

Matthe Barrett

Matthew B. Garrett Executive Consultant

# **APPENDIX A – CLIENT LISTING**

NewGen has unparalleled professional experience in providing financial, managerial and economic consulting services to public sector utilities. Members of our Project Team have assisted an extensive list of clients in conducting wholesale and/or retail water, wastewater, storm water, solid waste, electricity and natural gas cost of service and rate design studies. We often provide other financial and/or management consulting services to these same clients on an as needed basis.

Municipalities which have engaged members of our Project Team for water, wastewater and/or solid waste services include, but are not limited to, the following:

## Water and Wastewater Services

- Town of Addison, Texas Mr. Eric Cannon, Finance Director (972) 450-7050
   Water Rate Study, 2013
- City of Aledo, Texas Mr. Ken Pfiefer, City Administrator (817) 441-7016
   Water/Wastewater Rate Study, 2010, 2011, 2013, 2014, 2015, 2016, 2017, 2018
- Argyle Water Supply Corporation Mr. Randall Davis, General Manager (940) 464-7713
   Rate and Impact Fee Study, 2012
- City of Bartlesville, Oklahoma Mr. Mike Bailey, Administrative Director (918) 338-4212
   Water and Wastewater Cost of Service Study, 2014
   Solid Waste Cost of Service Study, 2011
- City of Blue Mound, Texas Mr. Alan Hooks, Mayor (817) 232-7097
   Valuation, 2015
- City of Bonham, Texas Mr. Dave Struchtemeyer, Finance Director (903) 583-7555
   Water/Wastewater Rate Study, 2014, 2018
- Booth, Ahrens & Werkenthin, P.C. Mr. Mike Booth (512) 472-3263
   Trophy Club Litigation Support, 2013
- City of Borger, Texas Mr. Eddie Edwards, City Manager (806) 273-0902
   Multiple Water and Wastewater Cost of Service and Feasibility Studies, 1995, 1997, 1998, 2010, 2013
- City of Brenham, Texas Mr. Lowell Ogle, Director of Public Utilities (979) 337-7593
   Cost of Service and Water Rate Study, 2012, 2018
- Buena Vista-Bethel Special Utility District Mr. Joe Buchanan, General Manager (972) 937-1212
   Water Cost of Service and Impact Fee/Rate Design Study, 2015
- City of Burkburnett, Texas Mr. Gordon Smith, Director of Public Works (940) 569-2263
   Water Rate Study, 2014, 2015, 2017, 2018

- City of Burnet, Texas Mr. David Vaughn, City Manager (512) 756-6093
   Water Rate Study, 2012, 2013
- Canyon Regional Water Authority Mr. David Davenport, Executive Director (830) 609-0543
   Water Rate Study, 2012
- Carollo Engineers Mr. Jeff Stovall, Senior Technologist (806) 681-8275
   Barton Springs Edwards Aquifer Conservation District Brackish Groundwater Feasibility Study, 2016
- City of Coleman, Texas Mr. Paul Cetoe, City Manager (325) 625-5114
   Water Rate Study, 2012
- City of Conroe, Texas Mr. Collin Boothe, Director of Finance, (936) 522-3049
   Water and Wastewater Rate Consulting Services, 2016, 2017, 2018
- CP&Y, Inc. Mr. John Levitt, P.E. (214) 640-1709
   Killeen, Texas Drainage Study, 2012, Water Rate Study, 2012, 2013
   Roanoke, Texas Economics and Rates, 2014
- City of Denton, Texas Mr. Tony Puente, Assistant Finance Director (940) 349-7283
   Economics and Rates Cost Allocation Model, 2012, 2013, 2016
- Double Diamond Utilities, Inc. Mr. Randy Gracy, President (214) 706-7801
   Water Rate Study, 2010, 2011, 2012, 2013, 2014
   Regulatory and Litigation Support, 2015
- City of Farmersville, Texas Mr. Ben White, City Manager (972) 782-6151
   Economics and Rates Water Rate Study, 2014
- City of Fate, Texas Ms. Li Jen Lee, Finance Director (972) 771-4601 ext. 111
   Water and Wastewater Cost of Service and Rate Design Study, 2016, 2017, 2018
- City of Forest Hill, Texas Mr. Sheyi Ipaye, City Manager (817) 568-3000
   Economics and Rates, 2014
- City of Forney, Texas Mr. Brian Brooks, City Manager (972) 564-7301
   Strategy and Sustainability Utility Service Plan, 2014
- City of Fort Worth, Texas Ms. Kara Shuror, Assistant Director (817) 392-8819
   Wholesale Water Contract Assistance, 2010
   Water and Wastewater System Privatization Analysis, 2013
   Bio-solids Forensic Audit, 2015
   Wholesale Wastewater Contract Assistance, 2015-2017

- City of Garland, Texas Ms. Sharon Bailey, Finance Manager (972) 205-3210
   Cost Allocation Study, 2012
   Economics and Rates Cost Allocation Study, 2012
- City of Glenn Heights, Texas Ms. Trudy Lewis, City Manager (972) 223-1690
   Water Rate Study, 2010, 2018
- City of Graham, Texas Mr. David Casteel, City Manager (940) 549-3322
   Water Rate Study Rate Model Review, 2012, 2013, 2014
- City of Grapevine, Texas Mr. Kent Conkel, Director of Utilities (817) 410-3330
   Water Rate Study Rate Model Review, 2012
- Greater Ouachita Water Company Mr. Tommy Sparks, President (318) 398-2204
   Multiple Water and Wastewater Cost of Service and Rate Design Studies, 2007, 2013
   Water System Facility Appraisals, 2010, 2014
- Herrera & Boyle, PLLC Ms. Kim Boyle (512) 474-1492
   Litigation Support Southwest Water Rate Dispute, 2012, 2013
- City of Hobbs, New Mexico Mr. Tim Woomer, Utilities Director (575) 397-9315
   Water and Wastewater Cost of Service Studies, *1996*, *2001*, *2003*, *2013*
- Johnson County Special Utility District Mr. Terry Kelley, General Manager (817) 760-5200
   Wholesale Water Rate Study, 2015
- Kimley-Horn and Associates, Inc. Mr. Jeff Whitacre, Associate

City of McKinney Impact Fee Study, 2013

City of Frisco Economics and Rates Impact Fee Study, 2014, 2018

City of Killeen Economics and Rates Transportation Utility Study, 2014

City of Flower Mound Economics and Rates Impact Fee Study, 2015

- Lake Fork Water Supply Corporation Ms. Rachel Anderson, Office Manager (903) 383-7643
   Water Cost of Service and Rate Design Study, 2015
- City of Lakeside, Texas Mr. Norman Craven, Interim Town Administrator (817) 237-1234
   Valuation Water Rate Study, 2012
- City of Lancaster, Texas Ms. Opal Robertson, City Manager (972) 218-1300
   Economics and Rates Water Rate Study, 2013, 2014, 2017, 2018
- City of League City, Texas Ms. Nancy Massey, Utility Billing Manager (281) 554-1336
   Economics and Rates, 2014
- City of Lewisville, Texas Mr. Clifford Howard, Fiscal Services Manager (972) 219-3422

Castle Hills Economics and Rates Rate Review, 2015

- City of Mansfield, Texas Mr. Joe Smolinski, Director of Water Utilities (817) 477-2248
   Water Rate Study, 2013
- Manville Water Supply Corporation Mr. Greg Teggeman, (512) 856-2488 ext. 230
   Multiple Retail and Wholesale Cost of Service and Rate Design Studies; and Impact Fee Studies, 2001, 2011, 2013
- Mathews & Freeland, LLP Mr. Joe Freeland (512) 404-7800
   Oak Hollow Valuation Water Rate Study, 2012
- City of Murphy, Texas Ms. Linda Truitt, Finance Director (972) 468-4119
   Economics and Rates Cost of Service and Rate Study, 2014, 2017, 2018
- City of Nacogdoches, Texas Ms. Pam Curbow, Finance Director (936) 559-2526
   Water, Sewer, and Solid Waste Cost of Service and Rate Design Study, 2015-2016
- Navajo Tribal Utility Authority Mr. Thomas Nelson, Chief Financial Officer (928) 729-5727
   Economics and Rates Tariff Manual Update, 2014
   Economics and Rates Water/Wastewater Rate Study, 2015
- Nueces County WCID #3 Mr. James Schwartz, Interim General Manager (361) 387-4549
   Economics and Rates Water Rate Study, 2015
- Office of Public Utility Council Ms. Laurie Barker (512) 936-7500
   Regulatory and Litigation Support, 2015, 2017, 2018
- City of Paris, Texas Mr. Gene Anderson, Finance Director (903) 784-9241
   Economics and Rates Water and Wastewater Rate Study, 2014, 2015
- City of Pflugerville, Texas Ms. Lauri Gillam, Assistant City Manager, (512) 990-6101
   Water and Wastewater Cost of Service and Rate Design Study
- Pittsburg Water & Sewer Authority Mr. Joey Tolbert, Interim Director of Finance (412) 255-8800
   Economics and Rates Audit, 2013, 2014
- City of Portland, Texas Ms. Michel Sorrell, Finance Director (361) 777-4500
   Economics and Rates Water Rate Study, 2014
- Town of Prosper, Texas Ms. Kim Galvin, Interim Finance Director (972) 569-1019
   Economics and Rates Water Rate Study, 2012, 2013, 2014
- City of Reno, Texas Mr. Buddy Heuberger, Mayor (903) 491-5867
   Water Rate Study, 2012
- City of Roanoke, Texas Ms. Vicki Rodriquez, Finance Director (817) 491-2411
   Economics and Rates Water Rate Study, 2014

- City of Rockport, Texas Mr. Kevin Carruth, City Manager, (361) 729-2213, ext. 221
   Economics and Rates Water, Wastewater and Natural Gas Rate Study, 2016, 2017, 2018
- Rockett Special Utility District Ms. Kay Phillips, General Manager (972) 617-3524 ext. 212
   Retail and Wholesale Water Cost of Service and Rate Design Study, 2012, 2016
   Certificate of Convenience and Necessity (CCN) Valuation Analysis, 2012
- City of Seagoville, Texas Mr. Patrick Harvey, Finance Director (972) 287-2050
   Water Rate Study, 2013 and Annual Support Since
- Shannon, Gracey, Ratliff & Miller, LLP Mr. Wes Maness (817) 299-2843
   Litigation Support Arlington-Gas Well, 2012, 2014
- Sharyland Water Supply Corporation Ms. Sherilyn Dahlberg, General Manager (956) 585-6081
   CCN Valuation Analysis, 2015
   Water Cost of Service and Rate Design Study, 2016
- City of Sugar Land, Texas Ms. Jennifer Brown, Director of Finance (281) 275-2236
   Multiple Water and Wastewater Cost of Service Studies, 2006, 2010, 2012
- City of Temple, Texas Ms. Traci Barnard, Director of Finance (254) 298-5631
   Multiple Water and Wastewater Cost of Service Studies, 2002, 2006, 2012
- City of Terrell, Texas Mr. Steve Rodgers, City Engineer (972) 551-6607
   Water Rate Study, 2013, 2015, 2018
- Trinity River Authority Ms. Julie Hunt, Assistant Regional Manager (817) 493-5100
   Bio-solids Market Analysis, 2016
- Trophy Club Municipal Utility District Ms. Jennifer McKnight, General Manager (682) 831-4600
   Water Rate Study, 2013, 2014, 2016-17 Updates
- City of Tyler, Texas Mr. Greg Morgan, Director of Utilities (903) 531-1234
   Water Rate Study, 2013
- City of Waco, Texas Mr. Wiley Stem, Assistant City Manager (254) 750-5640
   General Services Water Rate Study, 2012, 2013, 2016, 2017, 2018
   General Rate Consulting Water Rate Study, 2012
   Cost of Service and Water/Wastewater Rate Study, 2013, 2014
- City of Weatherford, Texas Ms. Sharon Hayes, Assistant City Manager (817) 598-4270
   Economics and Rates Cost of Service Rate Study, 2013, 2014
- City of Willow Park, Texas (817) 441-7108
   Water Rate Study, *2013, 2014*

## A CONTRACT BETWEEN

# HOUSTON-GALVESTON AREA COUNCIL

Houston, Texas AND

#### NEWGEN STRATEGIES AND SOLUTIONS, LLC

Austin, Texas

This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, NewGen Strategies and Solutions, LLC, hereinafter referred to as the CONTRACTOR, having its principal place of business at 3420 Executive Center Drive, Suite 165, Austin, Texas 78731.

#### ARTICLE 1:

#### SCOPE OF SERVICES

The parties have entered into an All Hazards Preparedness, Planning, Consulting & Recovery Services Contract to become effective as of November 1, 2017, and to continue through July 31, 2020 (the "Contract"). subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of All Hazards Preparedness, Planning, Consulting & Recovery Services offered by the CONTRACTOR. The CONTRACTOR agrees to sell All Hazards Preparedness, Planning, Consulting & Recovery Services through the H-GAC Contract to END USERS.

#### **ARTICLE 2:**

#### THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

- 1. The text of this Contract form, including but not limited to, Attachment A
- 2. General Terms and Conditions
- 3. Proposal Specifications No: HP10-17, including any relevant suffixes
- 4. CONTRACTOR's Response to Proposal No: HP10-17, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

#### ARTICLE 3:

#### LEGAL AUTHORITY

**CONTRACTOR** and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

#### ARTICLE 4:

#### APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

#### ARTICLE 5:

#### INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR**. **CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

#### **ARTICLE 6:**

#### END USER AGREEMENTS

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement with the CONTRACTOR through this Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However this acknowledgement is not to be construed as H-GAC's endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer, agree to or accept from END USER any terms or conditions that conflict with or contravene those in CONTRACTOR's H-GAC contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with END USERS pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User

H:CONTRACTS\All Hazards Preparedness, Planning, Consulting & Recovery Services\NewGen Strategies and Solutions, LLC/Contract No. HP10-17.14

#### All Hazards Preparedness, Planning, Consulting & Recovery Services

#### Page 2 of 4

Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

#### ARTICLE 7:

#### SUBCONTRACTS & ASSIGNMENTS

**CONTRACTOR** agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

#### ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

**CONTRACTOR** shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

#### ARTICLE 9:

#### **REPORTING REQUIREMENTS**

**CONTRACTOR** agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

#### ARTICLE 10:

#### MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

#### ARTICLE 11:

#### SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

#### **ARTICLE 12:**

#### DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

H:/CONTRACTS/All Hazards Preparedness, Planning, Consulting & Recovery Services/NewGen Strategies and Solutions, LLC/Contract No. HP10-17.14

#### All Hazards Preparedness, Planning, Consulting & Recovery Services

#### ARTICLE 13:

#### LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER**. **CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability. in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC**, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

#### ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

**H-GAC's** liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

#### ARTICLE 15:

#### TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

#### ARTICLE 16:

#### TERMINATION FOR CONVENIENCE

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

#### ARTICLE 17:

#### CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

**CONTRACTOR** agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of **any** suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

#### ARTICLE 18:

#### **GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

#### ARTICLE 19:

#### PAYMENT OF H-GAC ORDER PROCESSING CHARGE

**CONTRACTOR** agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR**, **H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER**, **CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC**. Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

#### All Hazards Preparedness, Planning, Consulting & Recovery Services

#### Page 4 of 4

#### ARTICLE 20:

#### LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

#### ARTICLE 21: PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

**H-GAC's** contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, **CONTRACTOR** must be prepared to offer a PPB to cover any specific order if so requested by **END USER**. **CONTRACTOR** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

#### ARTICLE 22:

#### **CHANGE OF CONTRACTOR STATUS**

**CONTRACTOR** shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

#### ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD //F APPLICABLE/

**CONTRACTOR** will, for the duration of this Contract, maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR shall** be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston Area Council, Houston, Texas:
Attest for Houston-Galveston Area Council, Houston, Texas: Chuck Wemple, Chief Operations Officer
Date: 2017
Signed for NewGen Strategies and Solutions, LLC
Printed Name & Title: David S. Yanke, President - Environmental
Date: Ot ober 20 201) Practice
Attest for NewGen Strategies and Solutions, LLC Manelly
Printed Name & Title: NUNCY CASSelberry, Administrative Asst.
Date: October 20, 2017

H:/CONTRACTS/All Hazards Preparedness, Planning, Consulting & Recovery Services/NewGen Strategies and Solutions, LLC/Contract No. HP10-17.14

# Attachment A NewGen Strategies and Solutions, LLC All Hazards Preparedness, Planning Consulting and Recovery Services Contract No.: HP10-17

Services Included:

• •

## TITLE: SOLID WASTE SERVICES

Cost of Service and Rate Design Studies	NewGen develops rate models that allow utilities to establish cost of service based rates, which promote waste reduction and recycling.
Procurement Services	NewGen is a provider of procurement services that assist communities in conducting fair, competitive processes to select waste management service providers.
Negotiation of Contracts and Franchise Agreements	NewGen assists communities in analyzing collection, processing, and disposal options that include the negotiation of contractual terms with another party (either public or private entity.)
Operational Reviews and Efficiency Studies	NewGen conducts operational reviews tailored to meet each client's specific need. Thus ensuring the financial health and future stability of an organization.
Training, Curriculum Development, and Conduct of Workshops	NewGen works with various stakeholders and community advisors (state agencies, councils of government, city staff, etc.) to develop and conduct a variety of training programs and workshops.
Comprehensive Solid Waste Management Plans	NewGen develops solid waste management plans to help local and regional governmental entities evaluate alternatives to short- and long-term solid waste management challenges. These studies may include solid waste generation and waste characterization, system evaluations, development of goals, objectives, and implementation plans.
Valuation Services	Accurate assessments regarding the fair market value of solid waste facilities helps communities achieve the highest return on their investment and make prudent decisions regarding the sale, purchase, or financing of capital assets. NewGen has experience in the appraisal of transfer stations as well as landfills.

# TITLE: WATER, WASTEWATER, AND STORMWATER SERVICES

Cost of Service and Rate Design Studies	NewGen conducts wholesale and retail cost of service and rate design studies focusing on establishing rates which recover the utility's full cost of service in a manner consistent with industry and regulatory standards, as well as the goals and objectives of the utility's decision-makers.
Rate and Econometric Models	NewGen provides custom-built rate and econometric multiyear planning models that allow clients to perform "what-if' scenarios based on userdefined variables.
Management Audits and Benchmarking	NewGen provides management audits which can help utilities identify key areas for improvement, as well as to identify and assess how well management is meeting the goals and objectives defined by the utility's policy makers.
Financing Plans	NewGen assists clients in developing and evaluating financing plan alternatives and the implications of those alternatives. We also specialize in assessing the potential impact to customers of the utility's financing methods.
Valuation Services	NewGen provides valuation services which utilize methodologies recognized and accepted by the financial and regulatory communities, providing decision-makers with essential information needed to make these important and critical business decisions.
Impact Fee Studies	NewGen assists clients with the calculation and adoption of impact fees, with specific emphasis on ensuring that the fees and adoption process abide by regulatory procedures.

Contract Negotiations	NewGen provides assistance in the development and negotiation of wholesale water and
	wastewater contracts recognizing the unique contractual relationship of the parties. We
	work closely with legal advisors, working to develop contracts which protect our clients'
	interests while recognizing regulatory precedent.

#### TITLE: ENERGY SERVICES

· · · · · · · · ·

Cost of Service and Rate Design	NewGen's nationally recognized experts in electric and gas utility cost of service and rate making have the rate expertise and rate design experience to develop and implement alternative rates such as TOU, Critical Peak Pricing, net metering and feed-in tariffs to meet emerging customer demands and market trends.
Financial Planning	NewGen provides financial planning, modeling and advisory services and tools to reduce risks, evaluate alternatives, ensure stable financial performance and optimize available financial mechanisms.
Appraisal and Valuation of Utility Assets	The NewGen team consists of appraisal professionals certified by the American Society of Appraisers. We regularly value electric utility property in support of buy/sell transactions, financial transactions, insurance assessments and property tax valuations.
Stakeholder Engagement	NewGen assists in stakeholder engagement which is essential to driving overall customer satisfaction, building understanding and acceptance of new technologies, supporting customer behavior change, and ensuring successful capital project implementation.
Market/Customer Research & Benchmarking	Using a variety of methodologies – such as online surveys, focus groups, secondary research, peer group benchmarking – NewGen brings the data and analysis that drives insight and high performance.
Sustainability	NewGen's sustainability services provide an integrated strategy and plan to optimize our client's infrastructure and business decision making by integrating natural resources, energy, water and waste expertise with robust tools and analytics.
Power Supply and Integrated Resource Planning	Effective resource planning requires a comprehensive and strategic view of the future with careful consideration of today's viable technologies, regulatory environment, economic conditions and social norms. Our team recognizes that the path forward consists of multiple strategies focusing on supply and demand side options, distributed generation, fuel diversity and technology.

#### NewGen Strategies & Solutions 2017 Billing Rates Job Title/Classification **Billing Rate** \$295 GM \$265 - \$295 President Director/Executive Consultants \$215 - \$295 Senior Consultants \$160 - \$215 Staff Consultants \$145 - \$160 \$125 - \$145 Analyst \$85 Administrative Assistant

Note: Billing rates are subject to change based on annual reviews and salary increases.



# City of Deer Park

# Legislation Details (With Text)

File #:       AGR 18-037       Version: 1       Name:         Type:       Agreement       Status:       Agenda Ready         File created:       11/6/2018       In control:       City Council         On agenda:       1/15/2019       Final action:       Title:         Consideration of and action on an agreement extending the contract between the City of Deer Park and Emergicon LLC.       Sponsors:         Indexes:       Code sections:       In contract Extension         Attachments:       Deer Park SA Addendum 2019 - Contract Extension         Date       Ver.       Action By       Action       Result         1/15/2019       1       City Council       Result							
File created:       11/6/2018       In control:       City Council         On agenda:       1/15/2019       Final action:         Title:       Consideration of and action on an agreement extending the contract between the City of Deer Park and Emergicon LLC.         Sponsors:       Indexes:         Code sections:       Code sections:         Attachments:       Deer Park SA Addendum 2019 - Contract Extension         Date       Ver.       Action By       Action       Result	File #:	AGF	र 18-037	Version:	1	Name:	
On agenda:       1/15/2019       Final action:         Title:       Consideration of and action on an agreement extending the contract between the City of Deer Park and Emergicon LLC.         Sponsors:       Indexes:         Indexes:       Code sections:         Attachments:       Deer Park SA Addendum 2019 - Contract Extension         Date       Ver.       Action By       Action       Result	Туре:	Agre	ement			Status:	Agenda Ready
Title:       Consideration of and action on an agreement extending the contract between the City of Deer Park and Emergicon LLC.         Sponsors:       Indexes:         Code sections:       Deer Park SA Addendum 2019 - Contract Extension         Date       Ver.       Action By       Action       Result	File created:	11/6	/2018			In control:	City Council
and Emergicon LLC. Sponsors: Indexes: Code sections: Attachments: Deer Park SA Addendum 2019 - Contract Extension Date Ver. Action By Action Result	On agenda:	1/15	/2019			Final action:	
Indexes:         Code sections:         Attachments:       Deer Park SA Addendum 2019 - Contract Extension         Date       Ver. Action By       Action       Result	Title:				on on	an agreement ex	tending the contract between the City of Deer Park
Code sections:         Attachments:       Deer Park SA Addendum 2019 - Contract Extension         Date       Ver.       Action By       Action       Result	Sponsors:						
Attachments:     Deer Park SA Addendum 2019 - Contract Extension       Date     Ver. Action By     Action     Result	Indexes:						
Date     Ver.     Action By     Action	Code sections:						
	Attachments:	Dee	<u>r Park SA</u>	Addendum	2019	- Contract Exten	sion
1/15/2019 1 City Council	Date	Ver.	Action By	,		Acti	on Result
	1/15/2019	1	City Cou	ncil			

Consideration of and action on an agreement extending the contract between the City of Deer Park and Emergicon LLC.

# Summary:

The City of Deer Park has an existing contract with Emergicon LLC for EMS Billing Services. The contract was executed on February 10, 2016 for a term of three (3) years. The contract allows for extension by mutual consent of the parties. Emergicon is interested in extending the contract for an additional three (3) years with the same contractual terms and conditions.

Fiscal/Budgetary Impact:

No budgetary impact, extension of existing contract.

Staff recommends approval.

# ADDENDUM TO EMERGICON SERVICE AGREEMENT

This Addendum to the Service Agreement is entered into by and between Emergicon, LLC and The City of Deer Park. This Addendum serves to extend the initial period of term for an additional period of three (3) years from the current date of expiration (February 10, 2019) to February 10, 2022.

All other terms and conditions of the current agreement remain unchanged.

EMERGICON, L.L.C.

The City of Deer Park

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By:\_\_\_\_

By:\_\_\_\_\_

Name: Christopher Turner Title: President & CEO Name: Jerry L. Mouton, Jr. Title: Mayor



# City of Deer Park

# Legislation Details (With Text)

File #:	ORE	D 19-015	Version:	1	Name:		
Туре:	Ordi	nance			Status:	Agenda Ready	
File created:	1/10	/2019			In control:	City Council	
On agenda:	1/15	6/2019			Final action:		
Title:	Consideration of and action on a recommendation from the Planning and Zoning Commission and a proposed ordinance from the request of Aqua Solutions for a Specific Use Permit to allow AT&T to construct a telecommunications tower at 6911 ½ Highway 225.						
Sponsors:							
Indexes:							
Code sections:							
Attachments:	<u>AT&amp;</u>	T					
	<u>Spe</u>	<u>cific Use F</u>	Permit-NOT	GRA	NTEDAqua So	lutions-6911 Highway 225-01-2	019
Date	Ver.	Action By	,		Ac	tion	Result
1/15/2019	1	City Cou	ncil				

Consideration of and action on a recommendation from the Planning and Zoning Commission and a proposed ordinance from the request of Aqua Solutions for a Specific Use Permit to allow AT&T to construct a telecommunications tower at 6911 ½ Highway 225.

# Summary:

On January 7, 2019, the Planning and Zoning Commission met for a public hearing to consider the request of Aqua Solutions for a Specific Use Permit to allow AT&T to construct a telecommunications tower at 6911 ½ Highway 225.

The Planning and Zoning Commission would like to recommend the request be denied.

Fiscal/Budgetary Impact:

Deny the Ordinance per the Planning and Zoning recommendation



Don Tippit, Chairman Douglas Cox, Commissioner Ray Balusek, Commissioner Stan Garrett, Commissioner Danielle Wendeburg, Commissioner

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PLANNING & ZONING COMMISSION

January 8, 2019

Honorable Mayor and City Council City of Deer Park P. O. Box 700 Deer Park, Texas 77536

Honorable Mayor and Council:

On January 7, 2019 the Planning and Zoning Commission met for a public hearing to consider the request of Aqua Solutions for a Specific Use Permit to allow AT&T to construct a telecommunications tower at 6911 <sup>1</sup>/<sub>2</sub> Highway 225.

As a result of the hearing, the Planning and Zoning Commission would like to recommend the request be denied.

Respectfully submitted,

Sippet

Don Tippit Chairman Planning and Zoning Commission

#### ORDINANCE NO. \_\_\_\_\_

### AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO AQUA SOLUTIONS FOR AT&T TO CONSTRUCT A TELECOMMUNICATION TOWER LOCATED AT 6911 1/2 HIGHWAY 225, DEER PARK, TEXAS; AND DECLARING AN EMERGENCY.

WHEREAS, AQUA SOLUTIONS, the owner of a site at 6911 <sup>1</sup>/<sub>2</sub> Highway 225, located in Deer Park, Harris County, Texas, has made application for a Specific Use Permit pursuant to section 11.4 of Ordinance No. 3886, the Zoning Ordinance of the City of Deer Park, for AT&T to construct a telecommunication tower on said property; and

WHEREAS, following due notice, the Planning and Zoning Commission of the City of Deer Park, Texas, held a Public Hearing upon such application and, having investigated the manner in which the proposed location and character of such Specific Use will affect the Zoning Ordinance and the comprehensive plan of the City of Deer Park, Texas, made final report and recommendation to the City Council of the City of Deer Park, Texas, recommending that such application **NOT** be conditionally granted; and

WHEREAS, the City Council of the City of Deer Park, Texas, finds that the granting and approval of said application for such Specific Use Permit will not adversely affect the character and appropriate use of the area of neighborhood in which it is proposed to be located, will not substantially depreciate the value of adjacent and nearby properties for use in accordance with the regulations of the Zoning District in which they are located; will not be detrimental in keeping with the spirit and intent of said Zoning Ordinance; will not adversely affect traffic, public utilities, public health, public safety and the general welfare under the conditions hereinafter set forth;

# NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

Page 1 of 3 Specific Use Permit-Not Granted Aqua Solutions 6911 ½ Highway 225 1. That **AQUA SOLUTIONS** be, and is hereby, **NOT GRANTED** a Specific Use Permit for the purpose of AT&T to construct a telecommunication tower at 6911 <sup>1</sup>/<sub>2</sub> Highway 225, in Deer Park, Texas, subject to **AQUA SOLUTIONS** complying with all the requirements of the Zoning Ordinance of the City of Deer Park and plat submitted for said project.

2. A copy of this Ordinance, duly certified by the City Secretary and approved by the City Engineer of the City of Deer Park, Texas shall operate as the Permit.

**3**. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was give, all as required by Chapter 551 of the Government Code of the State of Texas.

4. The City Council finds that this Ordinance relates to the immediate preservation of the public peace, health, safety and welfare of the youth of Deer Park in that it is necessary that the improvements provided for by this Ordinance can become available at the earliest possible moment, so as to provide adequate and effective telecommunications in the City, which will protect the safety of the youth of Deer Park, Texas, thereby creating an emergency, for which the Charter requirement providing for the reading of Ordinances on three (3) several days should be dispensed with, and this Ordinance be passed finally on its introduction; and accordingly, such requirement is dispensed with and this Ordinance shall take effect upon its passage and approval by the Mayor.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the \_\_\_\_\_ day of \_\_\_\_\_\_, 2019 **by a vote of \_\_\_\_\_\_ "Ayes" and \_\_\_\_\_\_ "Noes".** 

MAYOR, City of Deer Park, Texas

Page 2 of 3 Specific Use Permit-Not Granted Aqua Solutions 6911 ½ Highway 225

# ATTEST:

City Secretary

**APPROVED:** 

City Attorney

Page **3** of **3** Specific Use Permit-Not Granted Aqua Solutions 6911 ½ Highway 225



# City of Deer Park

# Legislation Details (With Text)

File #:	ORE	0 19-014	Version:	1	Name:		
Туре:	Ordi	nance			Status:	Agenda Ready	
File created:	1/10	/2019			In control:	City Council	
On agenda:	1/15	/2019			Final action:		
Title:	Consideration of and action on a recommendation from the Planning and Zoning Commission and a proposed ordinance on the request of Breath of Life International Ministries for a Specific Use Permit to operate a church at 4526 Glenwood Avenue.						
Sponsors:							
Indexes:							
Code sections:							
Attachments:	<u>4526</u>	6 Glenwoo	od Ave				
	<u>Spe</u>	<u>cific Use F</u>	Permit-Brea	th of I	<u>_ife International</u>	Ministries-Worship-4526 Glenv	wood Ave-01-2019
Date	Ver.	Action By	,		Act	ion	Result
1/15/2019	1	City Cou	ıncil				

Consideration of and action on a recommendation from the Planning and Zoning Commission and a proposed ordinance on the request of Breath of Life International Ministries for a Specific Use Permit to operate a church at 4526 Glenwood Avenue.

# Summary:

On January 7, 2019, the Planning and Zoning Commission met for a public hearing to consider the request of Breath of Life International Ministries for a Specific Use Permit to operate a church at 4526 Glenwood Avenue. The Planning and Zoning Commission would like to recommend the request be granted.

Fiscal/Budgetary Impact:

Approval is recommended, per the Planning and Zoning Commission and adopt ordinance.



Don Tippit, Chairman Douglas Cox, Commissioner Ray Balusek, Commissioner Stan Garrett, Commissioner Danielle Wendeburg, Commissioner

710 E. San Augustine • P. O. Box 700 • Deer Park, Texas 77536 • (281) 479-2394 • Fax: (281) 478-7217

**PLANNING & ZONING COMMISSION** 

January 8, 2019

Honorable Mayor and City Council City of Deer Park P. O. Box 700 Deer Park, Texas 77536

Honorable Mayor and Council:

On January 7, 2019 the Planning and Zoning Commission met for a public hearing to consider the request of Dr. Albert and Marcelia Anderson for a Specific Use Permit to operate a church facility at 4526 Glenwood Avenue.

As a result of the hearing, the Planning and Zoning Commission would like to recommend the request be granted.

Respectfully submitted,

Don Tippit Chairman Planning and Zoning Commission

# ORDINANCE NO.

# AN ORDINANCE GRANTING A SPECIFIC USE PERMIT TO BREATH OF LIFE INTERNATIONAL MINISTRIES, TO HOLD WORSHIP SERVICES AND CONDUCT BIBLE STUDIES ON A SITE LOCATED AT 4526 GLENWOOD AVENUE, DEER PARK, TEXAS; AND DECLARING AN EMERGENCY.

WHEREAS, BREATH OF LIFE INTERNATIONAL MINISTRIES, the owner of a site at 4526 Glenwood Avenue, Deer Park, Harris County, Texas, has made application for a Specific Use Permit pursuant to section 17.04 of Ordinance No. 3886, the Zoning Ordinance of the City of Deer Park, Texas, for BREATH OF LIFE INTERNATIONAL MINISTRIES to hold worship services and conduct Bible studies on said property; and

WHEREAS, following due notice, the Planning and Zoning Commission of the City of Deer Park, Texas, held a Public Hearing upon such application and, having investigated the manner in which the proposed location and character of such Specific Use will affect the Zoning Ordinance and the comprehensive plan of the City of Deer Park, Texas, made final report and recommendation to the City Council of the City of Deer Park, Texas, recommending that such application be granted; and

WHEREAS, the City Council of the City of Deer Park, Texas, finds that the granting and approval of said application for such Specific Use Permit will not adversely affect the character and appropriate use of the area of neighborhood in which it is proposed to be located, will not substantially depreciate the value of adjacent and nearby properties for use in accordance with the regulations of the Zoning District in which they are located; will not be detrimental in keeping with the spirit and intent of said Zoning Ordinance; will not adversely affect traffic, public utilities, public health, public safety and the general welfare under the conditions hereinafter set forth;

# NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

1. That **BREATH OF LIFE INTERNATIONAL MINISTRIES**, be, and is hereby, granted a Specific Use Permit for the purpose of holding worship services and conducting Bible studies on a site located at 4526 Glenwood Avenue in Deer Park, Texas, subject to **BREATH OF LIFE INTERNATIONAL MINISTRIES**, complying with all the requirements of any Ordinance regarding operation of businesses that hold worship services and conduct Bible studies and shall be subject to the final approval of the City Engineer for this permit to be valid.

2. A copy of this Ordinance, duly certified by the City Secretary and approved by the City Engineer of the City of Deer Park, Texas shall operate as the Permit.

**3**. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was give, all as required by Chapter 551 of the Government Code of the State of Texas.

4. The City Council finds that this Ordinance relates to the immediate preservation of the public peace, health, safety and welfare in that it is necessary that the improvements provided for by this Ordinance can become available at the earliest possible moment, so as to regulate religious ceremonies in the City, which will improve the moral life and safety of the citizens of Deer Park, Texas, thereby creating an emergency, for which the Charter requirement

providing for the reading of Ordinances on three (3) several days should be dispensed with, and this Ordinance be passed finally on its introduction; and accordingly, such requirement is dispensed with and this Ordinance shall take effect upon its passage and approval by the Mayor.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, <u>passed, approved and</u> <u>adopted</u> on this the \_\_\_\_ day of \_\_\_\_\_\_, 2019 by a vote of \_\_\_\_\_ "Ayes" and \_\_\_\_\_ "Noes".

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

**APPROVED:** 

City Attorney

Page 3 of 3 Breath of Life International Ministries Specific Use Permit – Worship Service 4526 Glenwood Avenue



# City of Deer Park

# Legislation Details (With Text)

File #:	ORD	0 19-016	Version:	1	Name:		
Туре:	Ordii	nance			Status:	Agenda Ready	
File created:	1/10/	/2019			In control:	City Council	
On agenda:	1/15	/2019			Final action:		
Title:						joint public hearing and a proposed ordinance on munity Service District in the Zoning Ordinance	
Sponsors:							
Indexes:							
Code sections:							
Attachments:	<u>Ado</u> p	ot Commu	nity Service	zoni	ng		
Date	Ver.	Action By			Acti	on Result	
1/15/2019	1	City Cou	ncil				

Consideration of and action on the results of the joint public hearing and a proposed ordinance on the request from City of Deer Park to adopt the Community Service District in the Zoning Ordinance.

Summary:

The Planning and Zoning Commission held a Preliminary Public hearing met on November 19, 2018. It is their recommendation to grant the rezoning request.

Fiscal/Budgetary Impact:

Approval of the ordinance.

#### ORDINANCE NO.

## AN ORDINANCE AMENDING ORDINANCE NO. 3886 OF THE CITY OF DEER PARK, TEXAS, ADOPTED MARCH 21, 2017, AS AMENDED BY ADDING COMMUNITY SERVICE (CS) ZONING DISTRICT TO THE COMMERCIAL ZONING DISTRICTS, APPENDIX, SECTIONS 2.02.2 AND 7.02.5 AS ATTACHED HERETO AS EXHIBIT "A"; PROVIDING PENALTIES BY A FINE UP TO \$2,000.00 FOR EACH DAYS VIOLATION OF THE PROVISIONS OF SUCH ORDNANCE, AS AMENDED; AND DECLARING AN EMERGENCY.

WHEREAS, a proposal has been made to amend Ordinance 3886 of the City of Deer Park, Texas, adopted March 21, 2017, as amended, by adding Community Service (CS) Zoning District to the Commercial Zoning Districts, Appendix, Sections 2.02.2 and 7.02.5 as attached hereto as Exhibit "A"; and

WHEREAS, the City Council of the City of Deer Park, Texas, has received recommendations from the Planning and Zoning Commission of said City, recommending that such change **BE** made; and

WHEREAS, notice was duly and regularly given of the time and place of a Joint Public Hearing on said proposal as required by said Zoning Ordinance of the City of Deer Park, Texas and by the Statutes of the State of Texas; and, therefore, at the time and place set out in said Notice, all evidence for and against said proposal, and all persons desiring to be heard on said proposal were heard; and

WHEREAS, the City Council of the City of Deer Park, Texas finds that the general comprehensive zoning plan of the City of Deer Park, Texas, as a whole, and the health, safety, morals, convenience, comfort and general welfare of said City, taking into consideration, among other things, the character of the districts affected and their peculiar suitability for the particular purposes permitted therein, would be best subserved for said city, as a whole, under said Ordinance, as herein amended.

# NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

1. That Ordinance 3886 of the City of Deer Park, Texas, adopted March 21, 2017, **BE** amended by adding Community Service (CS) Zoning District to the Commercial Zoning Districts, Appendix, Sections 2.02.2 and 7.02.5 as attached hereto as Exhibit "A";

2. In the event any 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 any court of competent jurisdiction, the same shall not affect, impair or invalidate the remaining portions of this Ordinance, or said Ordinance No. 3886, as amended, as a whole, or any part or provision thereof.

3. Any person or corporation who shall violate any of the provisions of this Ordinance or of said Ordinance No. 3886, as amended, and as amended hereby, or fails to comply therewith, or with any of the requirements thereof, or who shall build or alter any building in violation of any detailed statement or plan submitted and approved hereunder, or who shall occupy or use any land authorized by the certificate of occupancy applicable to such land or building, shall be guilty of a misdemeanor and shall be liable to a fine not more than \$2,000.00, and each day such violation shall be permitted to exist shall constitute a separate offense.

4. The owner or owners of any building or premises, or part hereof, where anything in violation of this Ordinance shall be placed, or shall exist, and any architect, builder, contractor, agent, person, or corporation employed in connection therewith and who may have assisted in the commission of any such violation shall be guilty of a separate offense, and upon conviction thereof shall be fined as herein provided.

5. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Government Code of the State of Texas.

6. The City Council finds that this Ordinance relates to the immediate preservation of the public peace, health, safety and welfare, so as to relieve congestion in the city, to prevent overcrowding, assure adequate health and protection for the remainder of the city, to provide for proper parking of automobiles, and to insure proper fire and police protection, thereby creating an emergency, for which the Charter requirement providing for the reading of ordinances on three (3) several days should be dispensed

with, and this Ordinance be passed finally on its introduction; and, accordingly, such requirement is dispensed with, and this Ordinance shall take effect upon its passage and approval by the Mayor.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2019 **by a vote of \_\_\_\_\_\_ "Ayes" and \_\_\_\_\_\_** 

MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

**APPROVED:** 

City Attorney

Page 3 of 3 Adding Community Service to Commercial

# EXHIBIT "A" ATTACHMENT

#### Page 1

## 2.02 ZONING DISTRICTS ESTABLISHED

2.02.2

Commercial	OP	Office & Professional District
	NS	Neighborhood Shopping District
	HD	Highway District
	GC	General Commercial District
	MX	Mixed-Use-District
	CS	Community Service
Industrial districts	M1	Industrial Park District
	M2	General Industrial District

Intensive Industrial District

# 7.02.5 COMMUNITY SERVICE (CS) DISTRICT

#### 7.02.5.1 *Permitted uses*

7.02.5.11 *Principal uses.* Principal uses permitted in a CS district are limited to those included in the use groups set forth below, subject to the included district regulations.

M3

Detailed lists of permitted uses in the various use groups are set forth in article 12.

Use Groups	District Regulations
Group 1. Agriculture (field crops, etc.)	None
Group 10. Community facilities	Specific use permit by city council, and
	conditions as indicated in Article 12
Group 11. Community facilities	Same as Group 10
Group 12. Public utility and related	Same as Group 10
facilities	
Group 14. Medical offices and related	None
facilities	
Group 15. General offices and related	None
facilities	
Group 16. Convenience goods and services	None
Group 20. Local consumer services	Conditions as indicated in article 12

7.02.5.12 *Accessory uses.* Accessory uses to any of the above principal uses.

## EXHIBIT "A" ATTACHMENT

#### Page 2

7.02.5.2 *Bulk and area regulations.* In a CS district any use of land or any structure shall be subject to the following bulk and area regulations:

Front Yard*	40 feet
Side yard, interior* (adjacent to residential)	10 feet
Side yard, interior* (adjacent to commercial)	5 feet
Side yard, exterior*	10 feet
Side yard, exterior* (corner lot, on thoroughfares)	40 feet
Rear yard*	12 feet
Height	35 feet

\*Apply regulations under sections 15-03.3, 15.04.2 and 15.05.03 when abutting a predevelopment or residential district.

7.02.5.3 *Off-street parking and loading requirements.* The number of off-street parking spaces required shall be as set forth in article 12 and developed as provided by section 16.09. Off-street loading requirements are set forth in section 16.09.



# City of Deer Park

# Legislation Details (With Text)

File #:	ORE	0 19-017	Version:	1	Name:		
Туре:	Ordi	nance			Status:	Agenda Ready	
File created:	1/10	/2019			In control:	City Council	
On agenda:	1/15	/2019			Final action:		
Title:	Consideration of and action on the results of the joint public hearing and a proposed ordinance on the request from Greenbriar Real Estate/Shirley Hill to rezone 2300 East 13th Street from General Commercial (GC) to Light Industrial (M1).						
Sponsors:							
Indexes:							
Code sections:							
Attachments:	<u>2300</u>	<u>) 13th Hill</u>					
Date	Ver.	Action By	,		Ac	tion	Result
1/15/2019	1	City Cou	incil				

Consideration of and action on the results of the joint public hearing and a proposed ordinance on the request from Greenbriar Real Estate/Shirley Hill to rezone 2300 East 13<sup>th</sup> Street from General Commercial (GC) to Light Industrial (M1).

# Summary:

The Planning and Zoning Commission held a Preliminary Public hearing met on November 19, 2018. It is their recommendation to grant the rezoning request.

Fiscal/Budgetary Impact:

Approval of the ordinance.

#### ORDINANCE NO.

## AN ORDINANCE AMENDING ORDINANCE NO. 3886 OF THE CITY OF DEER PARK, TEXAS, ADOPTED MARCH 21, 2017, AS AMENDED BY TAKING 7.254 ACRE TRACT OF LAND BEING PART OF LOT 607 TOWN OF LA PORTE ALSO KNOWN AS 2300 EAST 13TH, CITY OF DEER PARK HARRIS COUNTY, TEXAS OUT OF THE GENERAL COMMERCIAL (GC) ZONING DISTRICT AND PLACING IT IN THE LIGHT INDUSTRIAL (M1) ZONING DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING PENALTIES BY A FINE UP TO \$2,000.00 FOR EACH DAYS VIOLATION OF THE PROVISIONS OF SUCH ORDNANCE, AS AMENDED; AND DECLARING AN EMERGENCY.

WHEREAS, a proposal has been made to amend Ordinance 3886 of the City of Deer Park, Texas, adopted March 21, 2017, as amended, by taking 7.254 acre tract of land being part of Lot 607, Town of La Porte also known as 2300 East 13th, Deer Park, Texas, out of the General Commercial (GC) Zoning District and placing the same in the Light Industrial (M1) Zoning District under said Zoning Ordinance, and making the same subject to the rules and regulations now imposed by law in said District; and

WHEREAS, the City Council of the City of Deer Park, Texas, has received recommendations from the Planning and Zoning Commission of said City, recommending that such change **BE** made; and

WHEREAS, notice was duly and regularly given of the time and place of a Joint Public Hearing on said proposal as required by said Zoning Ordinance of the City of Deer Park, Texas and by the Statutes of the State of Texas; and, therefore, at the time and place set out in said Notice, all evidence for and against said proposal, and all persons desiring to be heard on said proposal were heard; and

WHEREAS, the City Council of the City of Deer Park, Texas finds that the general comprehensive zoning plan of the City of Deer Park, Texas, as a whole, and the health, safety, morals, convenience, comfort and general welfare of said City, taking into consideration, among other things, the character of the districts affected and their peculiar suitability for the particular purposes permitted therein, would be best subserved for said city, as a whole, under said Ordinance, as herein amended.

# NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

1. That Ordinance 3886 of the City of Deer Park, Texas, adopted March 21, 2017, **BE** amended by taking out of the General Commercial (GC) Zoning District and placing in the Light Industrial (M1) Zoning District Reserve B, a 7.254 acre tract of land being part of Lot 607, Town of La Porte also known as 2300 East 13th, Deer Park, Harris County, Texas, as more specifically described in the attached Exhibit "A";

2. In the event any 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 any court of competent jurisdiction, the same shall not affect, impair or invalidate the remaining portions of this Ordinance, or said Ordinance No. 3886, as amended, as a whole, or any part or provision thereof.

3. Any person or corporation who shall violate any of the provisions of this Ordinance or of said Ordinance No. 3886, as amended, and as amended hereby, or fails to comply therewith, or with any of the requirements thereof, or who shall build or alter any building in violation of any detailed statement or plan submitted and approved hereunder, or who shall occupy or use any land authorized by the certificate of occupancy applicable to such land or building, shall be guilty of a misdemeanor and shall be liable to a fine not more than \$2,000.00, and each day such violation shall be permitted to exist shall constitute a separate offense.

4. The owner or owners of any building or premises, or part hereof, where anything in violation of this Ordinance shall be placed, or shall exist, and any architect, builder, contractor, agent, person, or corporation employed in connection therewith and who may have assisted in the commission of any such violation shall be guilty of a separate offense, and upon conviction thereof shall be fined as herein provided.

5. It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Government Code of the State of Texas.

6. The City Council finds that this Ordinance relates to the immediate preservation of the public peace, health, safety and welfare, so as to relieve congestion in the city, to prevent overcrowding, assure adequate health and protection for the remainder of the city, to provide for proper parking of automobiles, and to insure proper fire and police protection, thereby creating an emergency, for which the Charter requirement providing for the reading of ordinances on three (3) several days should be dispensed with, and this Ordinance be passed finally on its introduction; and, accordingly, such requirement is dispensed with, and this Ordinance shall take effect upon its passage and approval by the Mayor.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2019 **by a vote of "Ayes" and "Noes".** 

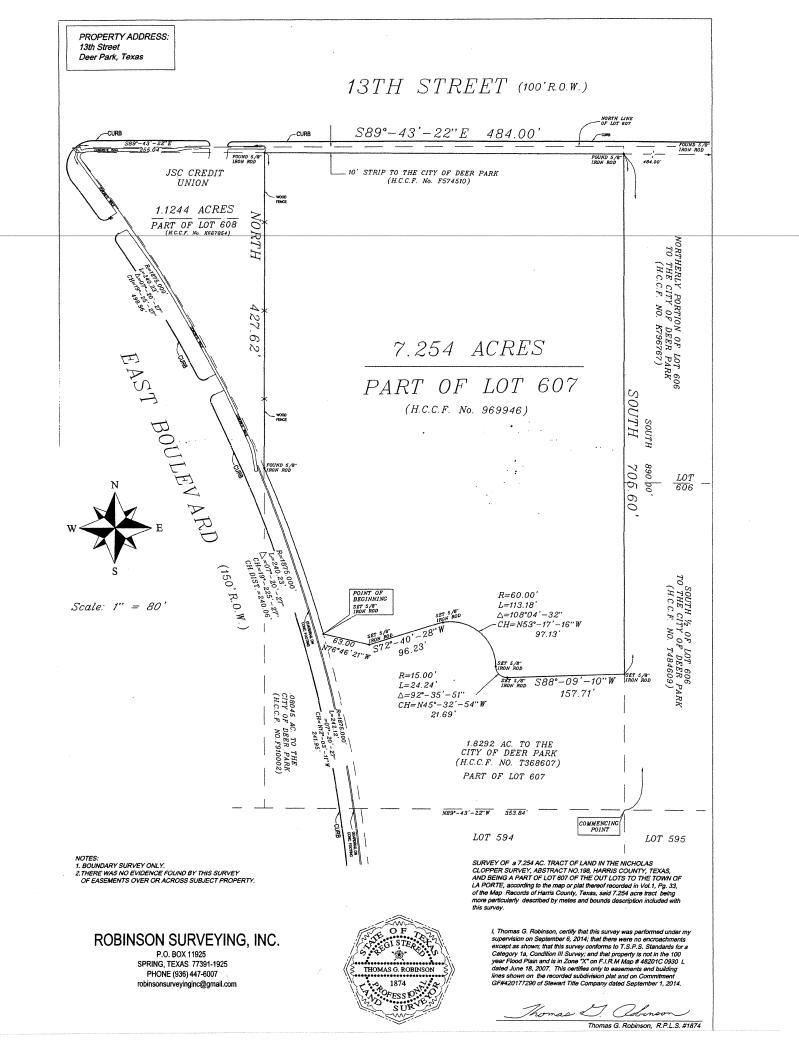
# MAYOR, City of Deer Park, Texas

ATTEST:

City Secretary

**APPROVED:** 

City Attorney





## Legislation Details (With Text)

File #:	ORD 19-011	Version: 1	Name:				
Туре:	Ordinance		Status:	Agenda Ready			
File created:	1/3/2019		In control:	City Council			
On agenda:	1/15/2019		Final action:				
Title:	Consideration of and action on an ordinance to amend the Fiscal Year 2017-2018 Budget for the Fire Marshal's Office.						
Sponsors:	City Manager's Office						
Indexes:							
Code sections:							
Attachments:	Ord - Amend Budget FY18 FMO (Cert Pay)						
Date	Ver. Action By		Act	tion Result			
1/15/2019	1 City Coun	icil					

Consideration of and action on an ordinance to amend the Fiscal Year 2017-2018 Budget for the Fire Marshal's Office.

## Summary:

The Fiscal Year 2017-2018 Budget included estimates for personnel costs, which include salaries and benefits for each department. The actual personnel costs for the Fire Marshal's Office exceeded the budget estimates for the fiscal year due to a prior year true-up for certification pay in accordance with Administrative Policy #23 - Certification and Educational Incentive Pay. This adjustment resulted in a net variance for the Fire Marshal's Office of approximately \$400.00 for the fiscal year. A budget amendment in the amount of \$400.00 is requested to appropriate the additional funds necessary to fully fund the Fire Marshal's Office expenditures for the fiscal year. This additional appropriation would be funded by the unassigned fund balance of the General Fund.

## Fiscal/Budgetary Impact:

Add \$400.00 to the Fiscal Year 2017-2018 budget for the Fire Marshal's Office for Account No. 10-307-4101, Salaries Full-Time, to be funded by the unassigned fund balance of the General Fund, which is available for this purpose.

Approve the ordinance to amend the Fiscal Year 2017-2018 Budget for the Fire Marshal's Office.

#### ORDINANCE NO.

## AN ORDINANCE AMENDING THE 2017-2018 BUDGET FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED; AND DECLARING AN EMERGENCY.

#### BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

#### I.

That the City of Deer Park's budget for the fiscal year ending September 30, 2018 was duly prepared and filed with the City Secretary, where it was available for inspection by any taxpayer.

#### II.

That the budget for the fiscal year ending September 30, 2018 included personnel costs, which include salaries and benefits for each department.

#### III.

That due to a prior year adjustment for certification pay, the actual personnel costs for the Fire Marshal's Office exceeded the budget estimates for the fiscal year resulting in a net variance for the department of approximately \$400.00.

#### IV.

That it is necessary to amend the budget for the fiscal year ending September 30, 2018 to appropriate an additional \$400.00 to fully fund the Fire Marshal's Office expenditures for the fiscal year.

#### V.

That funding for the amendment to the expenditures of the adopted budget for the Fire Marshal's Office will include the amount of \$400.00 from the unassigned fund balance of the General Fund.

#### VI.

That the regular budget of the City of Deer Park, Texas, for the fiscal year ending September 30,

2018, be, and the same is hereby, in all respects finally approved and amended as so described and shall be,

That the amounts specified are for the purposes named in said budget, and they are hereby appropriated to and for such purposes.

#### VIII.

That the City Secretary file copies of this Ordinance and of such budget with all public officers as required by the laws of the State of Texas.

#### IX.

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Government Code of the State of Texas.

## X.

The City Council finds that this Ordinance relates to the immediate preservation of the public peace, health, safety and welfare, and that approval of a 2017-2018 Budget amendment be adopted at the earliest possible moment to comply with the City Charter and Statutes of the State of Texas, and to provide protection for persons within the City, thereby creating an emergency, for which the Charter requirement providing for the reading of Ordinances on three (3) several days should be dispensed with, and this Ordinance be passed finally on its introduction, and accordingly, such requirement is dispensed with, and this Ordinance shall take effect upon its passage and approval by the Mayor.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the \_\_\_\_ day of

\_\_\_\_\_, 2019 by a vote of "Ayes" and "Noes".

MAYOR, City of Deer Park, Texas

## ATTEST:

City Secretary

**APPROVED:** 

City Attorney

Page **3** of **3** Ordinance 2017-2018 Budget Amendment – FMO (Cert Pay)



# City of Deer Park

## Legislation Details (With Text)

File #:	ORD 19-012	Version:	1	Name:			
Туре:	Ordinance			Status:	Agenda Ready		
File created:	1/3/2019			In control:	City Council		
On agenda:	1/15/2019			Final action:			
Title:	Consideration of and action on an ordinance to amend the Fiscal Year 2017-2018 Budget for Legal Services.						
Sponsors:							
Indexes:							
Code sections:							
Attachments:	Ord - Amend Budget FY18 Legal Services						
Date	Ver. Action By			Ac	tion	Result	

Consideration of and action on an ordinance to amend the Fiscal Year 2017-2018 Budget for Legal Services.

## Summary:

The Fiscal Year 2017-2018 budget for Legal Services included a total of \$30,000.00 for outside legal services from other attorneys. Because of litigation related to (1) the Police Department firing range and (2) the Dow Park Pavilion project, the total cost of these specialized legal services exceeded the budget for the fiscal year and resulted in a net variance for Legal Services of approximately \$5,400.00. A budget amendment in the amount of \$5,400.00 is requested to appropriate the additional funds necessary to fully fund Legal Services expenditures for the fiscal year. This additional appropriation would be funded by the unassigned fund balance of the General Fund.

## Fiscal/Budgetary Impact:

Add \$5,400.00 to the Fiscal Year 2017-2018 Legal Services budget for Account No. 10-106-4294, Outside Services - Other Attorneys, to be funded by the unassigned fund balance of the General Fund, which is available for this purpose.

Recommended action:

Approve the ordinance to amend the Fiscal Year 2017-2018 Budget for Legal Services.

#### ORDINANCE NO.

## AN ORDINANCE AMENDING THE 2017-2018 BUDGET FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED; AND DECLARING AN EMERGENCY.

#### BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

#### I.

That the City of Deer Park's budget for the fiscal year ending September 30, 2018 was duly prepared and filed with the City Secretary, where it was available for inspection by any taxpayer.

#### II.

That the budget for the fiscal year ending September 30, 2018 included Legal Services to provide the services of a City Attorney and legal services related to litigation and other legal matters involving the City.

### III.

That the due to litigation involving the Police Department firing range and the Dow Park Pavilion project, expenditures for outside legal services exceeded the budget estimate for the fiscal year, which resulted in a net variance for the department of approximately \$5,400.00.

#### IV.

That it is necessary to amend the budget for the fiscal year ending September 30, 2018 to appropriate an additional \$5,400.00 to fully fund Legal Services for the fiscal year.

#### V.

That funding for the amendment to the expenditures of the adopted budget of Legal Services will include the amount of \$5,400.00 from the unassigned fund balance of the General Fund.

That the regular budget of the City of Deer Park, Texas, for the fiscal year ending September 30, 2018, be, and the same is hereby, in all respects finally approved and amended as so described and shall be, and is hereby, filed with the City Secretary of said City.

#### VII.

That the amounts specified are for the purposes named in said budget, and they are hereby appropriated to and for such purposes.

#### VIII.

That the City Secretary file copies of this Ordinance and of such budget with all public officers as required by the laws of the State of Texas.

#### IX.

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Government Code of the State of Texas.

#### X.

The City Council finds that this Ordinance relates to the immediate preservation of the public peace, health, safety and welfare, and that approval of a 2017-2018 Budget amendment be adopted at the earliest possible moment to comply with the City Charter and Statutes of the State of Texas, and to provide protection for persons within the City, thereby creating an emergency, for which the Charter requirement providing for the reading of Ordinances on three (3) several days should be dispensed with, and this Ordinance be passed finally on its introduction, and accordingly, such requirement is dispensed with, and this Ordinance shall take effect upon its passage and approval by the Mayor.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the \_\_\_\_ day of \_\_\_\_\_, 2019 by a vote of \_\_\_\_\_, **a vote of \_\_\_\_\_\_** "Noes".

MAYOR, City of Deer Park, Texas

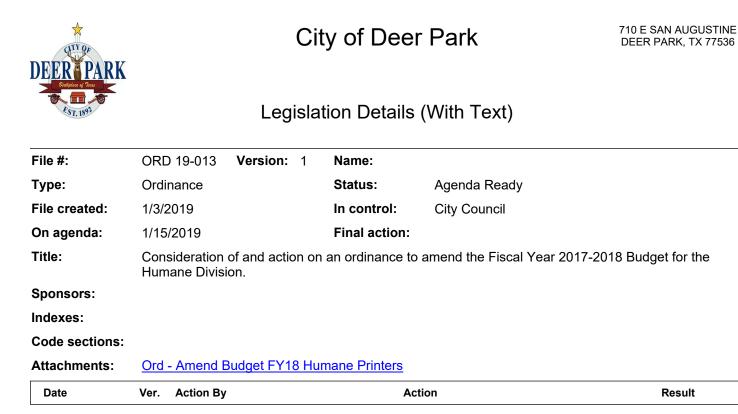
ATTEST:

City Secretary

**APPROVED:** 

City Attorney

Page **3** of **3** Ordinance 2017-2018 Budget Amendment – Legal Services



Consideration of and action on an ordinance to amend the Fiscal Year 2017-2018 Budget for the Humane Division.

## Summary:

The Fiscal Year 2017-2018 budget for the Humane Division included a total of \$13,350.00 for operational supplies. Actual expenditures for operational supplies included approximately \$1,500.00 for the purchase of three (3) printers for the Humane vehicles to pair with the new software allowing for the printing of citations and reports in the field making this a more efficient operational process. This resulted in a net variance for the Humane Division of approximately \$400.00 for the fiscal year. A budget amendment in the amount of \$400.00 is requested to appropriate the additional funds necessary to fully fund the Humane Division expenditures for the fiscal year. This additional appropriation would be funded by the unassigned fund balance of the General Fund.

## Fiscal/Budgetary Impact:

Add \$400.00 to the Fiscal Year 2017-2018 Humane Division budget for Account No. 10-405-4303, Operational Supplies, to be funded by the unassigned fund balance of the General Fund, which is available for this purpose.

## Recommended action:

Approve the ordinance to amend the Fiscal Year 2017-2018 Budget for the Humane Division.

#### ORDINANCE NO.

## AN ORDINANCE AMENDING THE 2017-2018 BUDGET FOR THE CITY OF DEER PARK, TEXAS, AND APPROPRIATING THE SUMS SET UP THEREIN TO THE OBJECTS AND PURPOSES THEREIN NAMED; AND DECLARING AN EMERGENCY.

#### BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DEER PARK:

#### I.

That the City of Deer Park's budget for the fiscal year ending September 30, 2018 was duly prepared and filed with the City Secretary, where it was available for inspection by any taxpayer.

#### II.

That the budget for the fiscal year ending September 30, 2018 included the Humane Division to provide animal control services, including a variety of related services, to the City.

#### III.

That the actual operational costs for the Humane Division included the purchase of in-vehicle printers to increase operational efficiencies in the field, which resulted in a net variance for the department of approximately \$400.00.

#### IV.

That it is necessary to amend the budget for the fiscal year ending September 30, 2018 to appropriate an additional \$400.00 to fully fund the Humane Division expenditures for the fiscal year.

#### V.

That funding for the amendment to the expenditures of the adopted budget of the Humane Division will include the amount of \$400.00 from the unassigned fund balance of the General Fund.

#### VI.

That the regular budget of the City of Deer Park, Texas, for the fiscal year ending September 30,

2018, be, and the same is hereby, in all respects finally approved and amended as so described and shall be,

That the amounts specified are for the purposes named in said budget, and they are hereby appropriated to and for such purposes.

#### VIII.

That the City Secretary file copies of this Ordinance and of such budget with all public officers as required by the laws of the State of Texas.

#### IX.

It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public, and that public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551 of the Government Code of the State of Texas.

### X.

The City Council finds that this Ordinance relates to the immediate preservation of the public peace, health, safety and welfare, and that approval of a 2017-2018 Budget amendment be adopted at the earliest possible moment to comply with the City Charter and Statutes of the State of Texas, and to provide protection for persons within the City, thereby creating an emergency, for which the Charter requirement providing for the reading of Ordinances on three (3) several days should be dispensed with, and this Ordinance be passed finally on its introduction, and accordingly, such requirement is dispensed with, and this Ordinance shall take effect upon its passage and approval by the Mayor.

In accordance with Article VIII, Section 1 of the City Charter, this Ordinance was introduced before the City Council of the City of Deer Park, Texas, **passed, approved and adopted** on this the \_\_\_\_ day of

\_\_\_\_\_, 2019 by a vote of "Ayes" and "Noes".

MAYOR, City of Deer Park, Texas

## ATTEST:

City Secretary

**APPROVED:** 

City Attorney