

City of Alvin, Texas

Gabe Adame, Mayor

Keko Moore, Mayor Pro-tem, At-Lg P1
Joel Castro, At-Lg P2
Martin Vela, District A
Chris Vaughn, District B



Richard Garivey, District C
Glenn Starkey, District D
Meagan DeKeyzer, District E

Alvin City Council Agenda

Thursday, February 6, 2025

7:00 PM

(Council Chambers)

Alvin City Hall, 216 West Sealy, Alvin, Texas 77511

Persons with disabilities who plan to attend this meeting that will require special services please contact the City Secretary's Office at 281-388-4255 or droberts@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheelchair accessible, and a sloped curb entry is available at the south entrance to City Hall.

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to be held on Thursday, **FEBRUARY 6, 2025**, at 7:00 PM in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PRESENTATIONS

- A. Presentation of the Distinguished Budget Presentation Award from the Government Finance Officers Association (GFOA) as awarded to the City of Alvin for Fiscal Year 2024-25.
- B. EMS/Emergency Management - Annual Departmental Presentation.

4. PUBLIC COMMENT

5. CONSENT AGENDA

- A. Consider approval of the January 16, 2025, City Council Workshop minutes.
- B. Consider approval of the January 16, 2025, City Council meeting minutes.
- C. Consider Resolution 25-R-03, calling and establishing the procedures for the May 3, 2025, General Election in Alvin, Texas, and providing for other matters related thereto.
- D. Consider a contract for Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas, for the May 3, 2025, General Election; and authorize the Mayor to sign upon legal review.
- E. Consider an amendment to the construction phase contract with CSA Construction, Inc. in an amount not to exceed \$71,464,410.56 to provide Construction Manager at Risk Construction Phase Services for the Wastewater Treatment Plant Expansion and Improvements Project; and authorize the City Manager to sign the amendment upon legal review.
- F. Consider a Professional Services Agreement with Freese and Nichols, Inc. in an amount

not to exceed \$5,248,800 for construction phase engineering services for the construction of the Wastewater Treatment Plant Expansion Project; and authorize the City Manager to sign the Agreement upon legal review.

- G. Consider an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$718,000 for engineering design services for the Water Line Improvements Phase 5 Project; and authorize the City Manager to sign the Agreement upon legal review.
- H. Consider a License Agreement for the Exclusive Use of City Property between the City of Alvin and the Alvin Sunrise Rotary Foundation for the Music Festival and Bar-B-Q Cook-Off at Briscoe Park from March 24, 2025, to March 30, 2025, with the actual event scheduled for Friday, March 28, 2025, at 10:00 a.m. through Sunday, March 30, 2025, at 1:00 a.m.; and authorize the City Manager to sign the Agreement upon legal review.
- I. Consider accepting the resignation of Santos Garza from the Planning Commission.
- J. Consider accepting the resignation of Michelle Vela from the Civil Service Commission.

6. OTHER BUSINESS

- A. Consider Resolution 25-R-04, releasing and abandoning a 0.0741 acre utility easement located on property on County Road 171/South Johnson Street, south of FM 1462, for the Texas Department of Transportation State Highway 99 road project, and authorize the Mayor to sign the Release upon legal review.
- B. Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

7. REPORTS FROM THE CITY MANAGER

- A. Items of Community interest and/or review preliminary list of items for next Council meeting

8. ITEMS OF COMMUNITY INTEREST

Pursuant to 551.0415 of the Texas Government Code reports or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

- A. Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

9. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on **MONDAY February 3, 2025, at 5:15 p.m.**



/s/ Dixie Roberts

Dixie Roberts, City Secretary

Removal Date: _____

**** All meetings of the City Council are open to the public, except when there is a necessity to meet in Executive Session (closed to the public) under the provisions of Chapter 551, Texas Government Code. The Council reserves the right to convene into executive session on any of the above posted agenda items that qualify for an executive session by publicly announcing the applicable section of the Open Meetings Act, including but not limited to sections 551.071 (litigation and certain consultation with the attorney), 551.072 (acquisition of interest in real property), 551.073 (contract for gift to city), 551.074 (certain personnel deliberations), or 551.087 (qualifying economic development negotiations).**



AGENDA COMMENTARY

Meeting Date: 2/6/2025

Department: Finance

Contact: Chris Thomas, Director of
Administrative Services

Agenda Item: Presentation of the Distinguished Budget Presentation Award from the Government Finance Officers Association (GFOA) as awarded to the City of Alvin for Fiscal Year 2024-25.

Type of Item: Presentation

Summary: The Distinguished Budget Presentation Award has been awarded to the City of Alvin by the Government Finance Officers Association of the United States and Canada (GFOA) for the Fiscal Year ending September 30, 2025. This award is the highest form of recognition in governmental budgeting and its attainment represents a significant achievement by our organization. The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy documentation
- a financial plan
- an operations guide
- a communications device

When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the department designated as being primarily responsible for its having achieved the award.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: **Amount:**

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐

Date Completed:

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 2/3/25

Supporting documents attached:

1. GFOA Budget Award
 2. GFOA Budget Results Letter
-

Recommendation:

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☐

Reviewed by Chief Financial Officer, if applicable: ☒

Reviewed by City Manager, if applicable: ☒



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Alvin
Texas**

For the Fiscal Year Beginning

October 01, 2024

Christopher P. Morrell

Executive Director



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

January 22, 2025

Christopher Thomas
Finance Director
City of Alvin, Texas

Dear Christopher:

A panel of independent reviewers have completed their examination of your Annual budget document for the period beginning October 2024. We are pleased to inform you that your budget document has been awarded the Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by your organization.

Your Distinguished Budget Presentation Award is valid for one year. To continue your participation in the program, it will be necessary to submit your next budget document to GFOA within 90 days of the proposed budget's submission to the legislature or within 90 days of the budget's final adoption.

Your electronic award package contains the following:

- **Scores and Comments.** Each entity submitting a budget to the program is provided with reviewers' scores for each of the categories on which the budget document was judged along with reviewers' confidential comments and suggestions for possible improvements to the budget document. We urge you to carefully consider these suggestions as you prepare your next budget.
- **Budget Award.** A camera-ready reproduction of the Award is included for inclusion in your next budget. If you reproduce the camera-ready image in your next budget, it should be accompanied by a statement indicating continued compliance with program criteria. Please refer to the instructions for reproducing your Award in your next budget (also included in your award package).
- **Certificate of Recognition.** When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for its having achieved the award.
- **Sample press release.** Attaining this Award is a significant accomplishment. The sample press release may be used to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if the government is a first-time recipient or has received the Award fifteen times since it received its last plaque) or a brass medallion to affix to the plaque.

We appreciate your participation in this program, and we sincerely hope that your example will encourage others in their efforts to achieve and maintain excellence in governmental budgeting. The most current list of award recipients can be found on GFOA's website at www.gfoa.org. If we can be of further assistance, please contact the Awards Programs staff at (312) 977-9700.

Sincerely,

Michele Mark Levine
Director, Technical Services Center

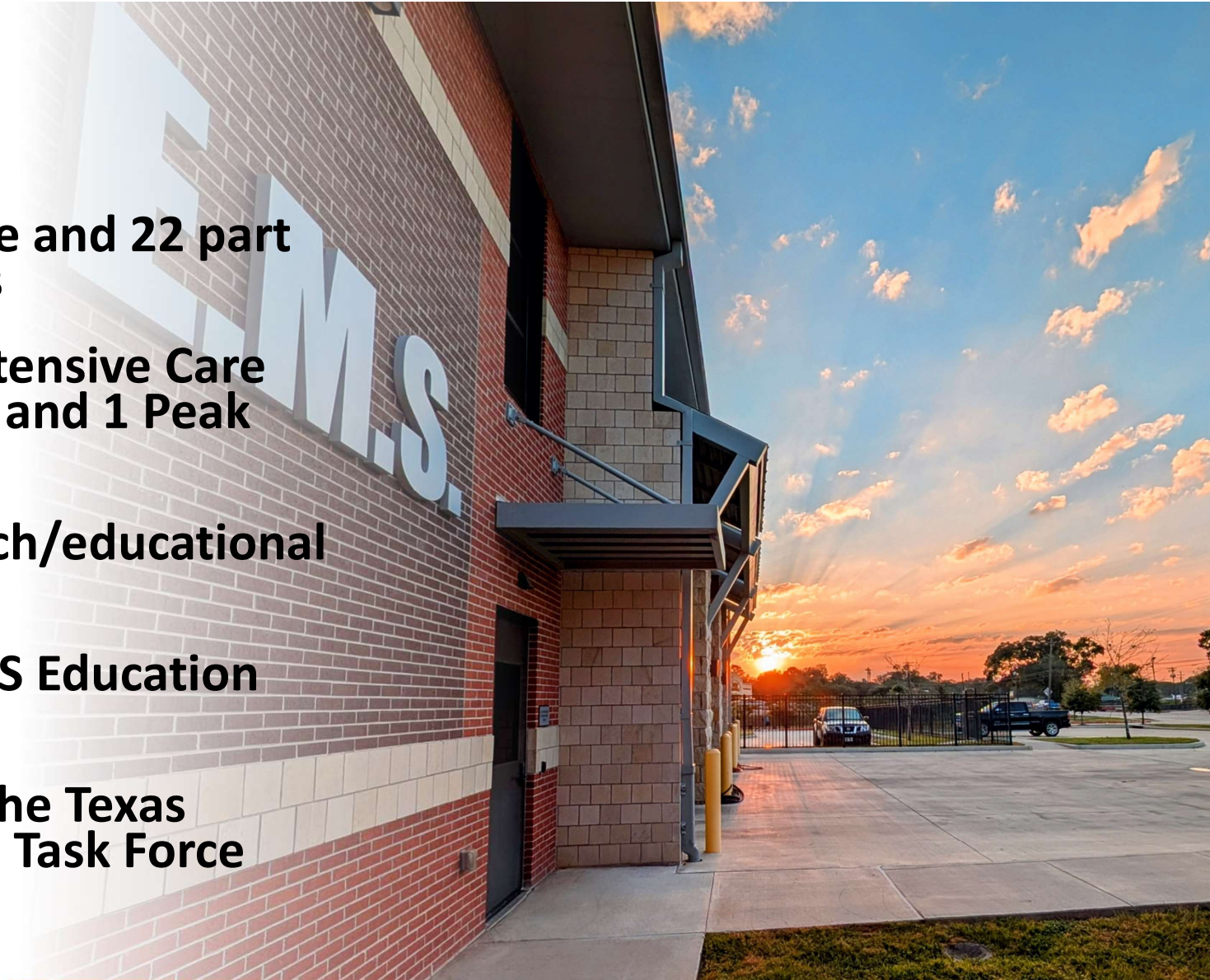
Emergency Medical Service

Department Update



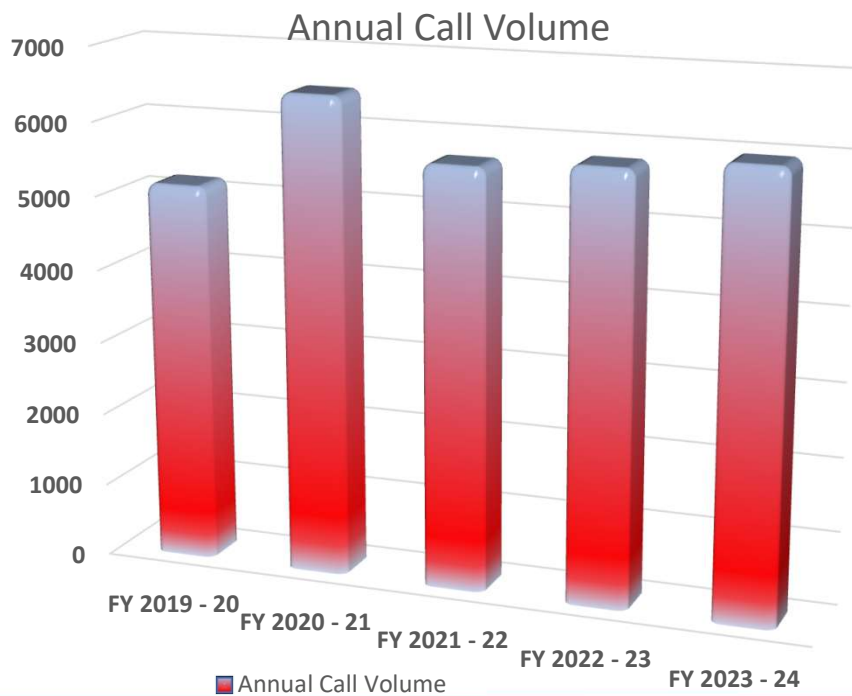
E.M.S. Profile

- Employs 18 full time and 22 part time staff members
- 2 Staffed Mobile Intensive Care Capable Units 24/7 and 1 Peak Unit (7a-7p)
- Community outreach/educational services
- Training site for EMS Education programs
- Active member of the Texas Emergency Medical Task Force

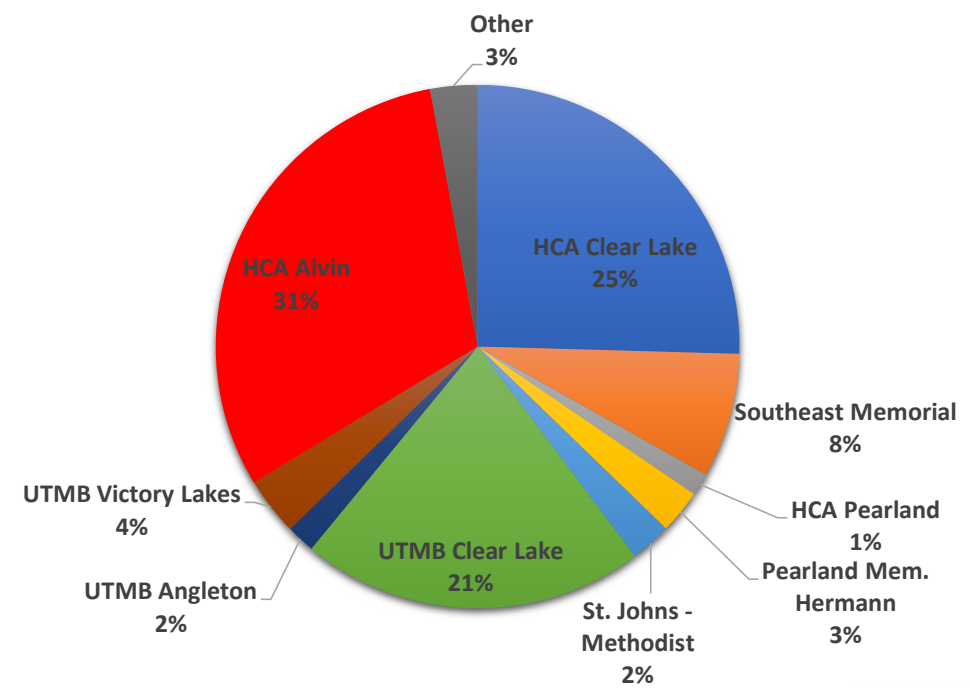


E.M.S. Call Volume & Transports

- Call Volume



- Transport Destinations

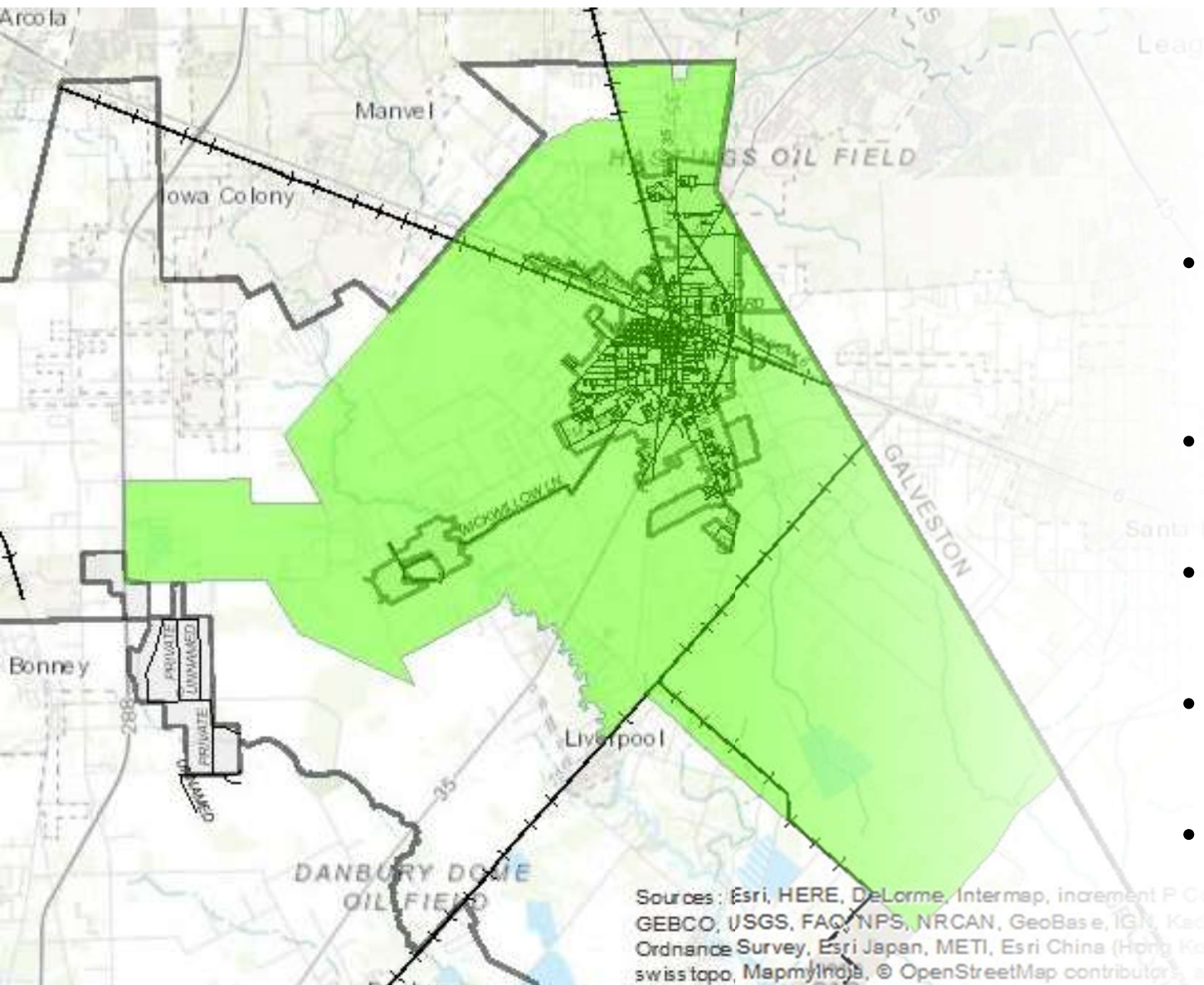


EMS Update

Hospitals We Transport To



- Memorial Hermann Southeast Hospital
- Memorial Hermann Medical Group Pearland
- Houston Methodist St John Hospital
- Clear Lake Regional Medical Center
- UTMB League City Campus ER
- UTMB Health Clear Lake Campus Hospital
- HCA Mainland Medical Center
- HCA Houston ER 24/7 - Pearland
- Pearland Medical Center
- UTMB Health - Angleton Danbury Campus
- Memorial Hermann Convenient Care Center – League City
- HCA Houston ER 24/7 - Alvin



Response Area & Times

- **Average Time from Dispatched to On Scene: 8.3 minutes**
- **On Scene Time: 19.8 minutes**
- **Transport (Scene to Hosp): 21.2 minutes**
- **Time At Hospital: 33.7 minutes**
- **Total Average Transport Call Time: 83.4 minutes**

E.M.S. Staff

Full Time

- 7 Emergency Medical Technicians (1 in Admin)
- 8 Paramedics (2 in Admin)
- 3 Paramedic Supervisors

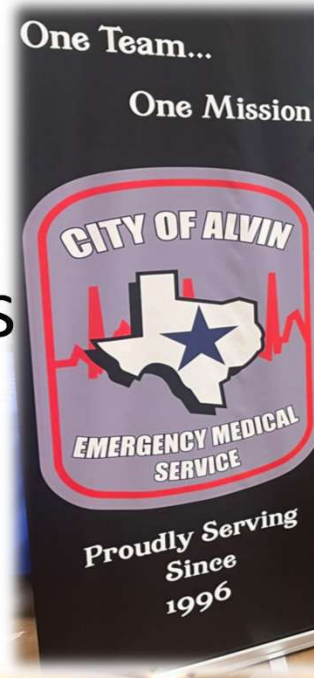
Part Time

- 15 Emergency Medical Technicians
- 7 Paramedics

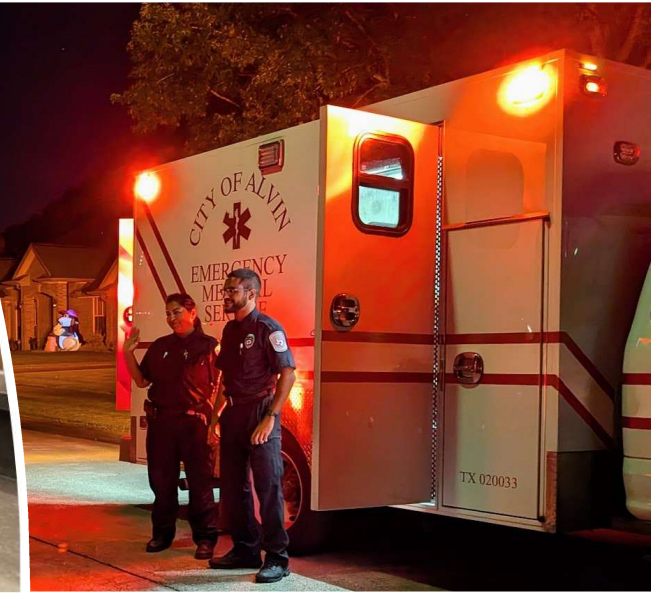


Training

Over 300 Training Hours



Be Nice Be Helpful



Questions?



Emergency Management

Department Update

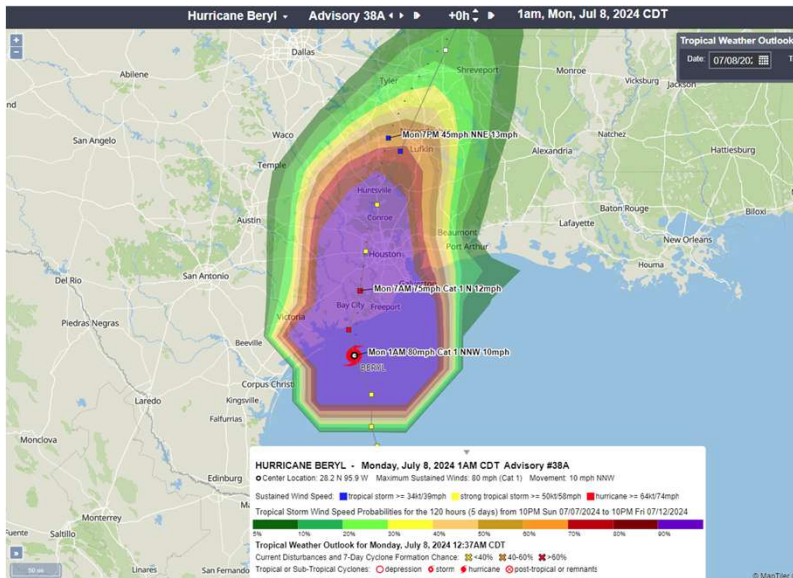


Emergency Management Duties

- Conduct an on-going survey of actual or potential hazards to the City
- Supervision of the development and approval of an emergency management plan for the City
- Recommend to the Director (Mayor) declarations of disaster
- Coordinate training of staff
- Ensure all local, state and federal requirements are met



Hazard Analysis



	LIKELIHOOD OF OCCURRENCE*	ESTIMATED IMPACT ON PUBLIC HEALTH & SAFETY	ESTIMATED IMPACT ON PROPERTY
HAZARD TYPE:	(SEE BELOW)	LIMITED MODERATE MAJOR	LIMITED MODERATE MAJOR
NATURAL			
DROUGHT	LIKELY	LIMITED	LIMITED
EARTHQUAKE	UNLIKELY	MODERATE	MODERATE
FLASH FLOODING	HIGHLY LIKELY	MAJOR	MAJOR
FLOODING (RIVER OR TIDAL)	HIGHLY LIKELY	MAJOR	MAJOR
HURRICANE	HIGHLY LIKELY	MAJOR	MAJOR
SUBSIDENCE	UNLIKELY	LIMITED	MAJOR
TORNADO	LIKELY	MODERATE	MODERATE
WILDFIRE	OCCASIONAL	MODERATE	MODERATE
WINTER STORM	OCCASIONAL	MODERATE	MODERATE
TECHNOLOGICAL			
DAM FAILURE	UNLIKELY	LIMITED	LIMITED
ENERGY/FUEL SHORTAGE	OCCASIONAL	LIMITED	LIMITED
HAZMAT/OIL SPILL (FIXED SITE)	OCCASIONAL	LIMITED	LIMITED
HAZMAT/OIL SPILL (TRANSPORT)	LIKELY	MODERATE	MODERATE
MAJOR STRUCTURAL FIRE	LIKELY	MODERATE	MODERATE
NUCLEAR FACILITY INCIDENT	UNLIKELY	LIMITED	MODERATE
WATER SYSTEM FAILURE	OCCASIONAL	MODERATE	MODERATE
SECURITY			
CIVIL DISORDER	UNLIKELY	LIMITED	LIMITED
ENEMY MILITARY ATTACK	UNLIKELY	MODERATE	MODERATE
TERRORISM	UNLIKELY	MODERATE	MODERATE
* LIKELIHOOD OF OCCURRENCE: UNLIKELY, OCCASIONAL, LIKELY, OR HIGHLY LIKELY			

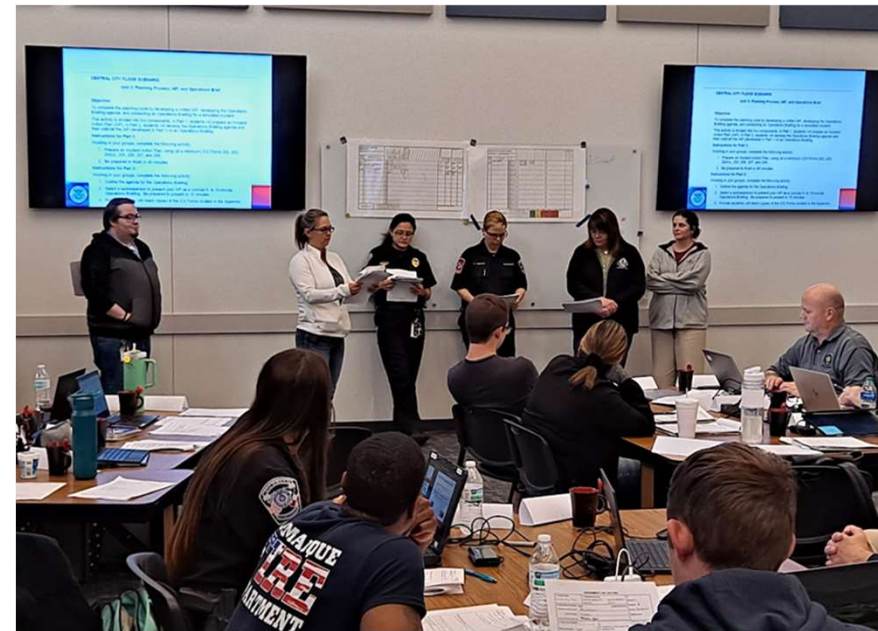
Emergency Management Plan

- Basic Plan
 - Authority
 - Organization/Operation
 - Command/Control
 - Plan Development & Maintenance
- 22 Annexes
 - Specific Response Plans & Assignments
- Updated every 5 years
- City of Alvin – Advanced Level Plan

ANNEX	ASSIGNED TO:
ANNEX A: WARNING	POLICE CHIEF
ANNEX B: COMMUNICATIONS	POLICE CHIEF
ANNEX C: SHELTER & MASS CARE	PARKS AND RECREATIONAL DIRECTOR
ANNEX D: RADIOLOGICAL PROTECTION	FIRE CHIEF
ANNEX E: EVACUATION	POLICE CHIEF
ANNEX F: FIREFIGHTING	FIRE CHIEF
ANNEX G: LAW ENFORCEMENT	POLICE CHIEF
ANNEX H: HEALTH AND MEDICAL SERVICES	CITY HEALTH OFFICER
ANNEX I: EMERGENCY PUBLIC INFORMATION	PUBLIC INFORMATION OFFICER
ANNEX J: RECOVERY	FINANCE DIRECTOR
ANNEX K: PUBLIC WORKS & ENGINEERING	PUBLIC WORKS DIRECTOR
ANNEX L: UTILITIES	PUBLIC WORKS DIRECTOR
ANNEX M: RESOURCE MANAGEMENT	EMC
ANNEX N: DIRECTION & CONTROL	CITY MANAGER
ANNEX O: HUMAN SERVICES	PARKS AND RECREATION DIRECTOR
ANNEX P: HAZARD MITIGATION	EMC
ANNEX Q: HAZARDOUS MATERIALS & OIL SPILL RESPONSE	FIRE CHIEF
ANNEX R: SEARCH & RESCUE	FIRE CHIEF
ANNEX S: TRANSPORTATION	POLICE CHIEF
ANNEX T: DONATIONS MANAGEMENT	PARKS AND RECREATION DIRECTOR
ANNEX U: LEGAL	CITY ATTORNEY
ANNEX V: TERRORIST INCIDENT RESPONSE	POLICE CHIEF

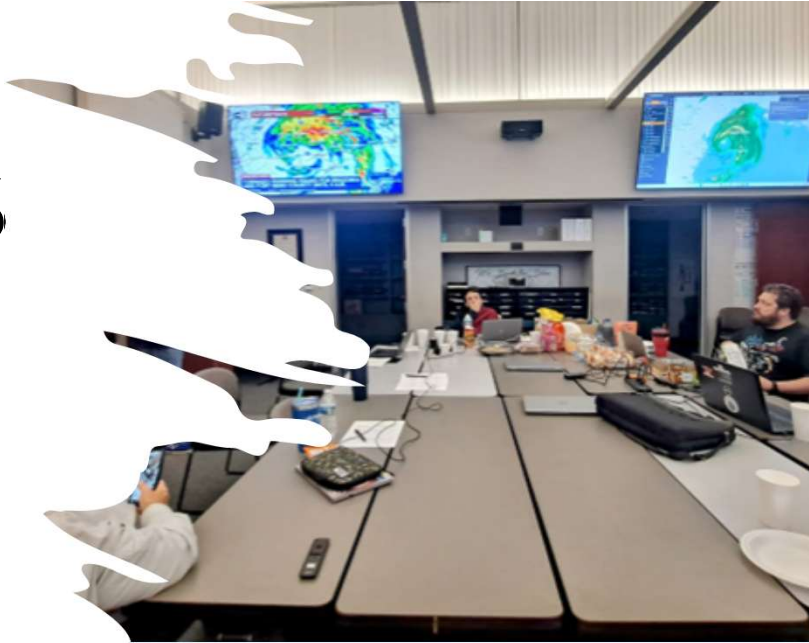
Training

- 3 Intermediate Incident Command System for Expanding Incidents
- 3 Advanced Incident Command System for Complex Incidents
- Texas Div. of Emergency Management (TDEM) Response and Recovery
- Brazoria County Health Dept, Mass Distribution
- Texas Emergency Management Conference
- Brazoria County Preparedness Expo
- Community Emergency Response Team (CERT)
- Emergency Communications



Responses

- Jan 2024 Winter Storm
- Mar 2024 Tour de Braz
- Mar 2024 Music Fest
- July 2024 Hurricane Beryl
- Dec 2024 Tornado
- Jan 2025 Winter Snowstorm



Alvin Alerts



1.

www.alvin-tx.gov

2.

GOVERNMENT DEPARTMENTS COMMUNITY SERVICES

1 2 3 4 5 6 7
8 9 10 11 12 13 14
15 16 17 18 19 20 21
22 23 24 25 26 27 28
29 30 31 1 2 3 4

Thu, Oct 5
City Council Meeting
All Meetings are open to the public and are held in...
[Read on...](#)

Tue, Oct 17
Planning Commission Meeting
[Read on...](#)

[View All Events](#)

CITY OF ALVIN TEXAS

Contact Us
Alvin City Hall
216 West Sealy Street
Alvin, TX 77511
Phone: 281-388-4200

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3.

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Sign Up

Create Your Account

All fields marked with * are required.

First Name* Last Name*

Username*

Password*

Names must be a minimum of 4 acceptable characters. Acceptable characters are uppercase and lowercase letters, numbers, period, dash, underscore, and at symbol (@). No other characters or symbols are permitted at this time.

Preparedness Starts With You



Ready.gov

emergency preparedness
starts at home.



Make a plan



Build a kit



Stay informed

are you
ready?



Questions?



**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL WORKSHOP MEETING
THURSDAY, JANUARY 16, 2025
6:00 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Workshop Session at 6:00 PM in the First Floor Conference Room at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Keko Moore; Council members: Martin Vela, Chris Vaughn, Joel Castro, Glenn Starkey, and Richard Garivey.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Michelle Segovia, City Engineer; Shana Church, Assistant City Engineer; Brandon Moody, Director of Public Services and Robert E. Lee, Police Chief.

WORKSHOP BUSINESS

Presentation of MUD 62 Development, located on the northwest side of SH 288 and FM 1462.

Suzanne Hanneman, City Attorney, introduced Mr. Richard Marek from Pulte Homes, who presented this item before the City Council. Mr. Marek provided an overview of the existing utility agreement with the City of Alvin for MUD 62, originally executed in 2008. He also outlined the current residential land plan, potential amenities, and additional proposed features. The City Council advised the developer that all lots must have a minimum width of 50 feet. It was noted that the proposed homesites do not align with the established standards or the average home costs in Alvin. The general consensus among the City Council members was that they are not in favor of the development as it is currently presented.

Discuss amending City of Alvin Tree Ordinance to address the removal or management of dead trees or hazardous trees that pose safety hazards.

Council Member Starkey presented this item to the City Council, explaining his proposal to amend the tree ordinance. The proposed amendment would grant the City of Alvin the authority to remove, or require a property owner to remove, any tree on private property that poses a threat to infrastructure, provided an arborist has determined the tree is dead or diseased. The Council discussed compliance, enforcement, and how similar issues are addressed in other cities. Staff was directed to draft an amendment to the ordinance for future review and consideration.

ADJOURNMENT

Mayor Adame adjourned the meeting at 6:45 p.m.

PASSED and APPROVED the 6th of February 2025.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary

**MINUTES
CITY OF ALVIN, TEXAS
216 W. SEALY STREET
CITY COUNCIL REGULAR MEETING AND EXECUTIVE SESSION
THURSDAY, JANUARY 16, 2025
7:00 PM**

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular and Executive Sessions at 7:00 PM in the Council Chambers at City Hall, with the following members present: Mayor Gabe Adame; Mayor Pro-Tem Keko Moore; Council members: Martin Vela, Chris Vaughn, Joel Castro, Glenn Starkey, and Richard Garivey.

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, Assistant City Manager/City Secretary; Chris Thomas, Director of Finance; Dan Kelinske, Parks and Recreation Director; Michelle Segovia, City Engineer; Brandon Moody, Director of Public Services; Paul Chavez, Economic Development Director and Robert E. Lee, Police Chief.

INVOCATION AND PLEDGE OF ALLEGIANCE

Craig Smee with Light Christian Center gave the invocation. Council member Castro led the Pledge of Allegiance to the American Flag. Council member Garivey led the Pledge to the Texas Flag.

PRESENTATIONS

Recognition of Alvin Police Department 2024 Award Recipients.

Chief Lee presented awards to each officer and staff member in attendance. Award Recipients: 2024 Civilian of the year, Alexa Gonzales Lead Communication Officer; 2024 Rookie of the year, Officer Tighe Liufau; 2024 Officer of the year, Corporal John Flores. Life Saving Award Recipients: Officer Mathew Fuller, Officer Nolan Ramsey, Officer Tighe Liufau and Corporal Jason Cleere. Those being honored were accompanied by family and friends.

APD Mental Health Program Update.

Jenny Humbird, Mental Health Detective, provided an update of the APD Mental Health Program.

Engineering Annual Departmental Presentation.

Michelle Segovia, City Engineer delivered the Engineering Department's annual presentation.

PUBLIC COMMENT

There were no comments from the public.

CONSENT AGENDA

Consider approval of the December 19, 2024, City Council meeting minutes.

Consider Resolution 25-R-01, by the City Council of the City of Alvin, Texas, approving the appointment of Directors for Position Numbers One through Eight to the Board of Directors of Reinvestment Zone Number One, City of Alvin, Texas; and setting forth other provisions related thereto.

TIRZ (Tax Increment Reinvestment Zone) One was established under Ordinance 03-FFF to support the proposed raceway track development during that time, which ultimately did not materialize. The area designated under this TIRZ is now known as Preservation Creek. Although the original project was never realized, the TIRZ remains active and has not been dismantled, making it available for use within Preservation Creek. Ordinance 03-FFF created the Board of Directors for Zone Number One with eleven members. Eight of those members are nominated and appointed by the City Council (positions one through eight). Positions Nine through Eleven can be nominated and appointed by other taxing units levying taxes in Zone Number One. Through the adoption of Resolution 25-R-01, City Council is appointing the following eight members to the Board of Directors for this Zone:

- Paul Horn, Position #1 - through 12/2026
- Larry Davidson, Position #2 - through 12/2025
- Holland DeKeyzer, Position #3 - through 12/2026
- Kurt Overby, Position #4 - through 12/2025
- Monio Mark II, Position #5 - through 12/2026
- Alejandra Turpin, Position #6 - through 12/2025
- Taylor LeBlanc, Position #7 - through 12/2026
- Jamie Van Horne, Position #8 - through 12/2025

Staff recommends approval of Resolution 25-R-01.

Consider Resolution 25-R-02, authorizing appointments to the Board of Directors of Reinvestment Zone Number Two, City of Alvin, Texas, and the Kendall Lakes TIRZ Redevelopment Authority Board for a two-year term; re-appointing members to Position Numbers Two, Five, and Eight; reappointing the Chair, and appointing members to fill vacancies to Position Numbers Four and Six through December 31, 2026; and setting forth other provisions related thereto.

The Kendall Lakes Tax Increment Reinvestment Zone (TIRZ) was created in 2005 to assist in the development of Kendall Lakes, a residential, commercial, and industrial area on the north side of the City of Alvin. There is a tax increment that is used for providing the needed infrastructure for the site through the ability of using bond proceeds. The TIRZ Authority and Board are responsible for developing policies that promote high-quality development for this site. TIRZ Board members serve staggered terms based on even- and odd-numbered years. Positions currently up for reappointment include Position #2, held by Armando Cespedes; Position #5, held by Mark Nokelby; and Position #8, held by Emily Wicks. All three members have agreed to serve another two-year term. Currently vacant are Position #4 and Position #6, for which City Council, during the December 19th City Council meeting, verbally expressed their intention to appoint Holland DeKeyzer and Paul Horn, respectively. Ricky Kubeczka, who currently serves as Chair of both the Board and the Authority, will be reappointed as Chair through December 2025, a designation reviewed annually. Resolution 25-R-02 reappoints Armando Cespedes to Position #2, Mark Nokelby to Position #5, and Emily Wicks to Position #8, each for a two-year term ending December 31, 2026. Additionally, it reappoints Ricky Kubeczka to serve as Chair through December 2025 and appoints Paul Horn to fill the vacancy for Position #4 and Holland DeKeyzer to fill the vacancy for Position #6, both for two-year terms ending December 31, 2026. Staff recommends approval of Resolution 25-R-02.

Consider approval of Ordinance 25-A, amending Ordinance 23-V, passed and approved September 7, 2023, same being an ordinance approving and adopting the City of Alvin's budget for fiscal year 2023-2024 by approving a budget amendment to the original 2023-2024 fiscal year budget for the purpose of amending the year-end budget and providing for supplemental appropriation and/or transfer of certain funds as set forth in the attached Exhibit A; providing for severability; and providing for other matters related thereto.

Each fiscal year-end, the City amends the budget to appropriate expenditures and revenues which occur during the year, as the City has more definite revenue and cost information at year-end. For accounting purposes, the proposed budget adjustments are a way to put the final FY 2023-2024 budget in line with actual (approved and/or authorized) expenditures and revenues. These adjustments include increases and decreases in budgeted revenue and appropriations in comparison to actual expenditures and revenues. Per the City's auditor's recommendation, we should do a batch or closing budget amendment at fiscal year-end to capture expenditures and/or revenues from the year that require a budget amendment.

Consider Ordinance 25-C, amending Chapter 35, Corridor Land Use Regulations, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article III. Property and Land Standards; providing for penalties; providing for severability; and setting forth other provisions related thereto.

Ordinance 25-C amends Chapter 35, Corridor Land Use Regulations, of the City of Alvin Code of Ordinances by removing Section 35-19(a)(4) Street elevation; building facades; exterior materials. The proposed change is required to make the ordinance compliant with Texas House Bill 2439, codified as Chapter 3000 of the Texas Government Code, which prohibits a City from regulating the use of building materials. Staff recommends approval of Ordinance 25-C.

Acknowledge receipt of the FY 25-Q1 Quarterly Investment Report ending December 31, 2024.

Per the City's investment policy, the investment officer shall provide the governing body with a report detailing the investment activities of the City not less than quarterly. The report provides an overview of the financial health of the City and shows the results of the various investment options used. Commentary and the results of FY24-Q4 investment report are included to provide scope and historical data.

Item E, Consider Ordinance 25-C, amending Chapter 35, Corridor Land Use Regulations, was removed from the Consent agenda by Council member Vela.

Council member Starkey moved to approve the consent agenda as modified. Seconded by Council member Moore; motion carried with all members present voting Aye.

OTHER BUSINESS

Item removed from Consent agenda by Council member Vela: Consider Ordinance 25-C, amending Chapter 35, Corridor Land Use Regulations, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article III. Property and Land Standards; providing for penalties; providing for severability; and setting forth other provisions related thereto.

Item E was removed from Consent agenda by Council member Vela. He questioned the need for the proposed amendment, expressing concerns that it could place an undue burden on business owners or lead to lower building standards. City Engineer Michelle Segovia explained that the amendment is necessary to ensure compliance with updated State legislation. She also noted that recent permit applications have raised questions about the City's authority to regulate the specified building materials.

Council member Castro moved to approve Ordinance 25-C, amending Chapter 35, Corridor Land Use Regulations, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of amending Article III. Property and Land Standards; providing for penalties; providing for severability; and setting forth other provisions related thereto. Seconded by Council member Moore; motion to approve carried with all members present voting Aye and Council members Vela and Vaughn voting No.

Consider an agreement with Kimley Horn for professional services for a Downtown Pedestrian Lighting Analysis in an amount not to exceed \$31,400.00; and authorize the City Manager to sign related documents upon legal review.

Goals from the Strategic Plan adopted April 15, 2021, included revitalizing downtown as a true City Center and Community gathering place while preserving Alvin's rich history and unique character; and enhancing safe and convenient access to parks and recreation facilities for citizens of all ages, to enable healthy and active lifestyles. A few years ago, decorative LED pedestrian lighting were installed along the Willis Street sidewalk from Taylor to Gordon Street and within and around the downtown parking lot at Sealy and Gordon Street. October 17, 2024, City Council adopted the Alvin Livable Centers Study, which cited the need to install even more pedestrian-scale lighting. As a result, staff recommends approval of the agreement with Kimley Horn to provide a pedestrian lighting analysis along three streets in Alvin's Downtown area to commence the implementation of the Alvin Livable Centers Study and continue compliance with the strategic goals.

The agreement with Kimley Horn provides a pedestrian lighting analysis along three streets in Alvin's Downtown area:

<i>Sealy Street</i>	<i>From Taylor to Disney Street/Depot Centre Blvd</i>
<i>Sidnor Street</i>	<i>From Taylor to Magnolia Street</i>
<i>Gordon Street</i>	<i>From Sealy to Blum Street</i>

Dan Kelinske, Director of Parks and Recreation, presented this item before City Council with explanation. Council Member Vaughn questioned the necessity of spending over \$30,000 on the analysis. Mr. Kelinske emphasized the importance of evaluating the feasibility of potential utility and solar options. He also highlighted the need to ensure ADA compliance in any future projects. The discussion focused on the proposed area, existing lighting, and the possibility of modifying the scope of the analysis to reduce costs. It was decided to take no action at this time and to revisit the item during a future workshop.

Consider Ordinance 25-B, amending Chapter 21, Subdivisions and Property Development, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of adding Article VIII. Accessory Dwelling Units; providing for penalties; providing for severability; and setting forth other provisions related thereto.

Ordinance 25-B amends Chapter 21, Subdivision and Property Development, of the City of Alvin Code of Ordinances by adding Article VIII. Accessory Dwelling Units (ADUs). At a Workshop Meeting on October 17, 2024, Council discussed Accessory Dwelling Units and directed staff to draft an ordinance relating to ADUs for Council's consideration. Ordinance 25-B amends Chapter 21 to add an article relating to ADUs including definitions and construction parameters. Staff used portions of the City of Manvel's AUD Ordinance as a guide in creating Ord. 25-B. Staff recommends approval of Ord. 25-B.

Michelle Segovia, City Engineer, presented this item before City Council with explanation. Discussion was had on the intent of the amendments, enforcement and concerns regarding individual property rights.

Council member Starkey moved to approve Ordinance 25-B, amending Chapter 21, Subdivisions and Property Development, of the Code of Ordinances of the City of Alvin, Texas, for the purpose of adding Article VIII. Accessory Dwelling Units; providing for penalties; providing for severability; and setting forth other provisions related thereto. Seconded by Council member Vela; motion carried with Mayor Adame casting a tie-breaking vote of Aye, and Council members Garivey, Moore and Castro voting No.

Consider Ordinance 25-D, designating the intersection of Westpark Drive, Abingdon Road, and the driveway of the temporary Walt Disney Elementary School (1910 Rosharon Road) as a four-way stop intersection to be controlled by appropriate signage; providing for a penalty and publication; and setting forth other provisions related thereto.

On December 30, 2024, Engineering Department Staff received a request from Alvin Independent School District Staff (AISD) to be allowed to extend the student pick-up/drop off driveway at the former Alvin Elementary School (1910 Rosharon Road) and connect to the Westpark Drive/Abingdon Road intersection and make the intersection a four-way stop. AISD Staff stated that the district was planning to relocate students/staff from Walt Disney Elementary on Mustang Road to this campus on Rosharon Road due to building damage that was sustained from the tornado on December 29, 2024. City Staff approved this request and temporary stop signs were erected at the intersection in order to help facilitate a safe start to school on January 7, 2025. Upon approval of Ordinance 25-D by Council, Staff will erect permanent signage at the intersection. Staff recommends approval of Ordinance 25-D.

Michelle Segovia, City Engineer, presented this item before City Council with explanation. Discussion was had on the traffic at this location during school drop off and pickup times.

Council member Garivey moved to approve Ordinance 25-D, designating the intersection of Westpark Drive, Abingdon Road, and the driveway of the temporary Walt Disney Elementary School (1910 Rosharon Road) as a four-way stop intersection to be controlled by appropriate signage; providing for a penalty and publication; and setting forth other provisions related thereto. Seconded by Council member Vela; motion carried with all members present voting Aye.

Consider, if any, requests from individual council members for an item or items to be placed on the upcoming agenda for the next regularly scheduled meeting.

Council member Starkey requested a future discussion about the City's Emergency Management Plan.

REPORTS FROM THE CITY MANAGER

Items of Community Interest and/or review preliminary list of items for next Council meeting.

Mr. Junru Roland announced items of community interest.

ITEMS OF COMMUNITY INTEREST

Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

Council member Starkey reminded everyone the three P's of cold weather: Pets, Pipes, People. Also expressed condolences to the family of fallen Officer Jesus Vargas.

Council member Castro expressed pride in our community for coming together in times of crisis and sent out prayers to those affected by the tornado and the family of fallen Officer Vargas.

Mayor Adame expressed his gratitude to everyone who stepped up to assist during the tornado recovery efforts. He commended the resilience of the community and noted that the Small Business Administration would be in the area to provide support to those affected.

Council Member Garivey highlighted the collaborative efforts of the Mayor, various Council members, and other local officials in responding to the tornado. He also commended Corporal Cleere, Lieutenant Gilcrease, and the numerous first responders from various agencies who worked together to assist in the

aftermath.

Council members Vela, Vaughn, and Moore echoed agreement with fellow Council members' praises and recognitions.

EXECUTIVE SESSION

Mayor Adame called for executive session at 8:28 p.m. in accordance with the following:

Section 551.072 of the Local Government Code provides as follows: Deliberation regarding the purchase, exchange, lease, or value of real properties.

Mayor Adame recessed the meeting to Executive Session at 8:28 p.m.

RECONVENE TO OPEN SESSION

Mayor Adame reconvened the meeting to open session at 9:29 p.m.

ADJOURNMENT

Mayor Adame adjourned the meeting at 9:29 p.m.

PASSED and APPROVED the 6th of February 2025.

ATTEST:

Gabe Adame, Mayor

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 2/6/2025

Department: City Secretary

Contact: Dixie Roberts, Asst. City Manager/City Secretary

Agenda Item: Consider Resolution 25-R-03, calling and establishing the procedures for the May 3, 2025, General Election in Alvin, Texas, and providing for other matters related thereto.

Type of Item: Resolution

Summary: This Resolution is calling for the City of Alvin General Election for Saturday, May 3, 2025, to elect members to City Council District A, District D, and At Large Position 2.

The City of Alvin will contract with the Brazoria County Elections Office to conduct the upcoming election, as Brazoria County provides the necessary voting equipment for the process. The City Secretary's Office will oversee candidate filings, required documentation, and postings in compliance with state election law.

The filing period for a place on the May 2025 General Election ballot began on Wednesday, January 15, 2025, and will remain open through Friday, February 14, 2025.

Early Voting for the upcoming election will take place at the Alvin Library from Tuesday, April 22, 2025, through Saturday, April 26, 2025, and Monday, April 28, 2025, through Tuesday, April 29, 2025, with voting hours from 8:00 AM to 5:00 PM each day. Voters may also cast their ballot at any Early Voting location across Brazoria County.

Early Voting Locations (subject to change)

- Angleton (Main): East Annex, 1524 E. Mulberry
- Alvin: Alvin Library, 105 S. Gordon
- Brazoria: Brazoria Library, 620 S. Brooks
- Clute: Clute Event Center, 100 Parkview Dr.
- Freeport: Freeport Library, 410 Brazosport Blvd.
- Lake Jackson: Doris Williams Civic Center, 333 E. Hwy 332
- Manvel: Manvel Annex, 7313 Corporate Dr.
- Pearland East: Tom Reid Library, 3522 Liberty Dr.
- Pearland West: West Pearland Community Center, 2150 Countryplace Pkwy.
- Shadow Creek: West Pearland Library, 11801 Shadow Creek Pkwy.
- Sweeny: Sweeny Community Center, 205 W. Ashley Wilson Rd.
- West Columbia: Precinct 4 Building #2, 121 N. 10th Street

Early voting dates and hours:

- April 22-26; 8am-5pm
- April 28-29; 8am-5pm

Election Day voting will be held at the Alvin Library. Voters can also cast their ballot at any Voting Center in Brazoria County. An election contract with Brazoria County for the May 4th General Election will be also be considered at this meeting.

Staff recommends approval of Resolution 25-R-03.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐	Budgeted Item: Yes ☒ No ☐ N/A ☐
Funding Account: ☐	Amount: ☐
Legal Review Required: N/A ☐ Required ☒	1295 Form Required? Yes ☐ No ☐
Finance Review Required: N/A ☒ Required ☐	Date Completed: <u>1/22/2025 SLH</u>
	Date Completed:

Supporting documents attached:

1. Res 25-R-03; Calling for General Election
 2. Attachment A; Early Voting Polling Locations
 3. Attachment B; Election Day Voting Centers
-

Recommendation: Move to approve Resolution 25-R-03, calling and establishing the procedures for the May 3, 2025, General Election in Alvin, Texas, and providing for other matters related thereto.

Reviewed by Department Head, if applicable: ☐
 Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐
 Reviewed by City Manager, if applicable: ☒

RESOLUTION 25-R-03

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, ESTABLISHING THE PROCEDURE FOR THE MAY 3, 2025, GENERAL ELECTION IN ALVIN, TEXAS; AND PROVIDING FOR OTHER MATTERS RELATED THERETO.

WHEREAS, on May 3, 2025, there shall be elected the following officials for this City: a member to City Council District A, City Council District D, and At Large Position 2, each for a term of three (3) years; and

WHEREAS, the *Texas Election Code* is applicable to the election and this Resolution establishes procedures consistent with the Code, and designates the voting places and times for the election; and

WHEREAS, the City of Alvin, Texas (hereinafter the “City”), has made provisions to contract with Brazoria County to conduct the City’s election, pursuant to Chapter 31 of the *Texas Election Code*, and Chapter 791 of the *Texas Government Code* (the Joint Election Agreement and Contract for Election Services, hereafter called the “Election Agreement”), and such Election Agreement provides for political subdivisions subject to the election agreement that hold elections on the same day in all or part of the same territory to hold a joint election as authorized by Chapter 271 of the *Texas Election Code*.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS:

Section 1. General Election Ordered. The General Election of the City shall be held on Saturday, May 3, 2025, to elect members to City Council District A, City Council District D, and At Large Position 2; each for a term of three (3) years.

Section 2. Filing Period. Candidates at the election for the above offices shall file their application to become candidates with the City Secretary of the City at City Hall, 216 W. Sealy, Alvin, Texas 77511, beginning January 15, 2025, and continuing through February 14, 2025. Candidates shall file their applications with the City Secretary on any weekday that is not a City holiday, between 7:00 a.m. and 6:00 p.m., Monday through Thursday. On Friday, February 14, 2025, the office hours will be from 8:00 a.m. to 5:00 p.m. All applications for candidacy shall be on a form as prescribed by the *Texas Election Code*.

Section 3. Drawing. The order in which the names of the candidates for each office are to be printed on the ballot shall be determined by a drawing conducted by the City Secretary as provided by the *Texas Election Code*. Such drawing will be held in the Office of the City Secretary at City Hall on Tuesday, February 18, 2025, at 5:31 p.m., for the general election.

Section 4. Notice of Election. Notice of the election shall be given and the election shall be held in compliance with the provisions of the *Texas Election Code*, the *Federal Voting Rights Act of 1965, as amended*, and the *City Charter* in all respects. Notice of the election shall be made by publishing the Notice of Election, in both English and Spanish, at least one time, not earlier than thirty (30) days nor later than ten (10) days prior to said election, in a newspaper of general circulation published within the City; and by posting of the notice on the bulletin board used for posting notices of meetings of City Council at City Hall as required by state law.

Section 5. Ballots. The ballots for the election shall comply with the *Texas Election Code* and be in the form provided by the City to the Brazoria County Election Officer for use on the voting devices and ballots used by Brazoria County.

Section 6. Election Procedures. The Brazoria County Election Officer and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the Election Agreement and the law governing the holding of general elections by home rule cities of the State of Texas; and the official ballots, together with such other election materials as are required by the *Texas Election Code*, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings and language as is required by law.

Section 7. Early Voting. Early voting, both by personal appearance and by mail, will be conducted by the Brazoria County Election Officer, who is designated and appointed as the Early Voting Clerk, in accordance with the *Texas Election Code*. Early voting by personal appearance shall be conducted at places and locations authorized by state law and the Brazoria County Election Officer as described in “Attachment A.” Early voting shall commence on Tuesday, April 22, 2025, through Saturday, April 26, 2025, and then Monday, April 28 through Tuesday, April 29, 2025; early voting polls shall remain open for the time specified by the *Texas Election Code* and at any time and location authorized by the Brazoria County Election Officer. Early voting by City residents may be conducted at any Brazoria County early voting location and any location exclusively designated by the Brazoria County Election Officer.

Section 8. Election Precincts and Polling Places. The election precincts for the election shall be the election precincts established by Brazoria County, provided that each shall contain and include geographic area that is within the City. The polling place for each such election precinct shall be the polling place established by Brazoria County for such election precincts in Brazoria County and voting by residents of the City. Voting by City residents may be conducted at any Brazoria County voting location and any location exclusively designated by the Brazoria County Election Officer for City residents. The polls, found in “Attachment B,” shall remain open on the day of the election from 7:00 a.m. to 7:00 p.m. The returns for precincts in Brazoria County will be provided by precinct and the Brazoria County Election Officer shall tabulate and provide the election returns for the election.

Section 9. Joint Election. The City agrees to conduct a joint election with other political subdivisions within Brazoria County, provided that such political subdivision holds an election on May 3, 2025, in all or part of the same territory as the City (the “Political Subdivisions”). The joint election shall be conducted in accordance with state law, this Resolution, and the 2025 Joint Election Agreement and Contract for Election Services with Brazoria County to authorized by the Alvin City Council.

Section 10. Duties of City Secretary and Election Officer. The City Secretary, or designee, is instructed to aid the Brazoria County Election Officer in the acquisition and furnishing of all election supplies and materials necessary to conduct the election as provided by the Election Agreement. The City Secretary is further authorized to give or cause to be given notices required for the election, and to take such other and further action as is required to conduct the election in compliance with the *Texas Election Code*; provided that, pursuant to the Election Agreement between Brazoria County and the City, the Brazoria County Election Officer shall have the duty and be responsible for organizing and conducting the election in compliance with the *Texas Election Code*; and for providing all services specified to be provided in the Election Agreement. The Brazoria County Election Officer

shall give the notices required by the *Texas Election Code* to be given for the election not required to be given by the City under the Election Agreement.

Section 11. Election Judges. The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Brazoria County and its appointees in compliance with the requirements of state law, and such judges and clerks so selected by Brazoria County and its appointees are hereby designated and appointed by the City Council as the election officers, judges, and clerks, respectively, for the holding of said general election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law. The City Council confirms and appoints the election judges and alternate election judges that are appointed by Brazoria County for the election.

Section 12. Official Newspaper. It is hereby found and determined that The Alvin Sun is a newspaper published within the City of Alvin, Texas, is a newspaper of general circulation within the City, and is the official newspaper of the City of Alvin. Brazoria County and/or the City Secretary is hereby authorized and directed to cause notice to be given as directed above in Section 4. Further orders are reserved until the returns of the election are made by the duly authorized election officials and received by this body.

Section 13. General. The election shall be held and conducted by the Brazoria County Election Officer in compliance with the *Texas Election Code* and the Election Agreement.

Section 14. Effective Date. This Resolution shall be in force and effect from and after its passage on the date shown below.

Section 15. Open Meetings Act. It is hereby officially found and determined that this meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by the Open Meetings Act, Chapter 551 of the *Texas Government Code*.

AND, IT IS SO RESOLVED.

PASSED AND APPROVED on this the 6th day of February 2025.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

Attachment A

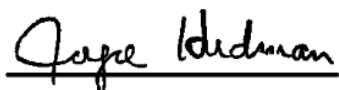
NOTICE OF EARLY VOTING AT BRANCH POLLING PLACES

Early voting by personal appearance will be conducted at the following locations:

Angleton (Main)East Annex, 1524 E Mulberry
AlvinAlvin Library, 105 S Gordon
BrazoriaBrazoria Library, 620 S Brooks
CluteClute Event Center, 100 Parkview Dr
FreeportFreeport Library, 410 Brazosport Blvd
Lake Jackson.....Doris Williams Civic Center, 333 Hwy 332 East
ManvelManvel Annex, 7313 Corporate Dr
Pearland EastTom Reid Library, 3522 Liberty Dr
Pearland West.....West Pearland Community Center, 2150 Countryplace Pkwy
Shadow CreekWest Pearland Library, 11801 Shadow Creek Pkwy
Sweeny.....Sweeny Community Center, 205 W Ashley Wilson Rd
West Columbia.....Precinct 4 Building #2, 121 N 10th St

DATES AND HOURS:

April 22-26.....8 AM – 5 PM
April 28-29.....8 AM – 5 PM



Early Voting Clerk

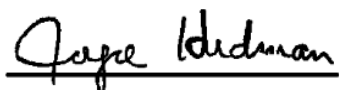
AVISO DE VOTACIÓN ADELANTADA EN LOS SITIOS DE VOTACIÓN AUXILIARES

La votación adelantada en persona se llevará a cabo en los siguientes sitios de esta manera:

Angleton (Ubicación Principal).....East Annex, 1524 E Mulberry
AlvinAlvin Library, 105 S Gordon
BrazoriaBrazoria Library, 620 S Brooks
CluteClute Event Center, 100 Parkview Dr
FreeportFreeport Library, 410 Brazosport Blvd
Lake JacksonDoris Williams Civic Center, 333 Hwy 332 East
ManvelManvel Annex, 7313 Corporate Dr
Pearland EsteTom Reid Library, 3522 Liberty Dr
Pearland OesteWest Pearland Community Center, 2150 Countryplace Pkwy
Shadow CreekWest Pearland Library, 11801 Shadow Creek Pkwy
Sweeny.....Sweeny Community Center, 205 W Ashley Wilson Rd
West ColumbiaPrecinct 4 Building #2, 121 N 10th St

FECHAS Y HORAS

22-26 de abril.....8 AM – 5 PM
28-29 de abril.....8 AM – 5 PM



Secretaria de la Votación Adelantada

Attachment B
ELECTION DAY VOTE CENTERS-JOINT LOCAL-2025-05-03-TENTATIVE.xlsx

	Election Day Locations- Tentative and subject to change- "DO NOT POST"	
Home Pct #	Polling Place	Zip Code
1	East Annex (Old Walmart), 1524 E Mulberry, Angleton	77515
2	Precinct 4 Building #2, 121 N 10th St, West Columbia	77486
4	Brazoria Library, 620 S Brooks, Brazoria	77422
9	Bonney Annex Building, 19025 FM 521, Bonney	77583
11	Alvin ISD Heritage Complex, Liberty Alumni Hall, 10855 Iowa Colony Blvd, Iowa Colony	77583
14	Sweeny Community Center, 205 W Ashley Wilson Rd, Sweeny	77480
15	Danbury Community Center, 6115 5th St, Danbury	77534
17	Freeport Library, 410 Brazosport Blvd, Freeport	77541
19	Clute Event Center, 100 Parkview Dr, Clute	77531
20	Jones Creek Comm House, 7207 Stephen F Austin Rd, Jones Creek	77541
23	Doris Williams Civic Center, 333 Hwy 332 East, LJ	77566
26	Brookside Village Community Center, 6243 Brookside Rd, Brookside Village	77581
29	West Pearland Community Center, 2150 Countryplace Pkwy, Pearland	77584
38	Surfside Beach City Hall, 1304 Monument Dr, Surfside Beach	77541
39	Alvin Library, 105 S Gordon, Alvin	77511
46	Tom Reid Library, 3522 Liberty Dr, Pearland	77581
50	West Pearland Library, 11801 Shadow Creek Pkwy, Pearland	77584
65	Manvel Annex, 7313 Corporate Dr, Manvel	77578
79	Iowa Colony Public Safety Building, 3144 Meridiana Pkwy, Iowa Colony	77583
Tentative, depending on city elections		
6	Liverpool City Hall, 8901 County Road 171, Liverpool	77577
8	Oyster Creek City Hall, 3210 FM 523, Oyster Creek	77541
25	Hillcrest Village Municipal Building, 200 W Timberlane, Alvin	77511
75	Richwood City Hall, 1800 Brazosport Blvd N, Richwood	77531
12	Drainage District No. 4 Building, 4813 W Broadway, Pearland	77581
37	Pearland Recreation Center, 4141 Bailey Rd, Pearland	77584
44	Silverlake Recreation Center, 2715 Southwyck Pkwy, Pearland	77584



AGENDA COMMENTARY

Meeting Date: 2/6/2025

Department: City Secretary

Contact: Dixie Roberts, Asst. City Manager/City Secretary

Agenda Item: Consider a contract for Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas, for the May 3, 2025, General Election; and authorize the Mayor to sign upon legal review.

Type of Item: Action Item

Summary: This is a contract for election services with Brazoria County to conduct the May 3, 2025, General Election for City Council District A, District D, and At Large Position 2. This contract is similar to the contract authorized by City Council every year to conduct City elections. The cost for this General Election could range anywhere from \$6,000 to \$12,000. The cost depends on how many other jurisdictions will be holding a May election. The City Secretary's Office will handle all the required notices, filings, and general paperwork as required by state election law.

Historical Election Cost (General May Election):

Nov 2020:	\$12,300 – (May 2020 election moved to November because of COVID)
May 2021:	\$ 6,200
May 2022:	\$10,600
May 2023:	\$ 8,020
May 2024:	\$10,940

Early voting and Election Day voting will take place at the Alvin Library. Registered voters have the flexibility to cast their votes at any Early Voting location within the County during the Early Voting period. On Election Day, they also have the option to vote at any Voting Center located in Brazoria County.

Staff recommends approval of said contract.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐

Budgeted Item: Yes ☒ No ☐ N/A ☐

Funding Account: **Amount:**

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 1/29/2025 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed:

Supporting documents attached:

1. Brazoria County Elections Contract
 2. Rate Sheets for Braz County Elections
 3. Contracting w/ BC Elections
 4. Election Day Voting Centers; Tentative List
-

5. Early Voting Polling Places; Tentative

Recommendation: Move to approve a Contract for Election Services with Joyce Hudman, County Clerk, Brazoria County, Texas for the May 3, 2025, General Election; and authorize the Mayor to sign upon legal review.

Reviewed by Department Head, if applicable: __

Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: __

Reviewed by City Manager, if applicable: X

JOINT CONTRACT FOR ELECTION SERVICES

THIS CONTRACT (this "Agreement") is made effective as of the Effective Date (as defined below) by and between the CITY OF ALVIN, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and the County Clerk of Brazoria County, Texas, hereinafter referred to as "County," and by authority of Section 31.092(a), Texas Election Code, and Chapter 791, Texas Local Government Code, for the conduct and supervision of the Political Subdivision's election to be held on MAY 3, 2025. Political Subdivision and the County may be referred to individually as a "Party" and collectively as "the Parties."

This contract is made by and between the CITY OF ALVIN, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and the County Election Officer of Brazoria County, defined by statute as the County Clerk through the authority set forth in Texas Election Code §§31.091 and 31.092. The purpose of this contract is for the performance of election services as authorized by statute. This contract shall serve as the general contract for each election for which the Political Subdivision requests the assistance of the County Clerk. Provisions specific to each particular election will be included as an attachment to the original contract. Political Subdivision and County Clerk may be referred to individually as "Party" or collectively as "Parties."

RECITALS

The County Clerk has care, custody, and control over the electronic voting system, the Hart InterCivic Verity Voting System (Version 2.5.3), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the electronic voting system to compensate the County Clerk for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The Parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this Agreement. The County Clerk shall coordinate, supervise, and handle all aspects of administering the Joint Election as this Agreement provides. Political Subdivision agrees to pay the County Clerk for equipment, supplies, services, and administrative costs as provided in this Agreement. The County Clerk shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The County Clerk shall provide advisory services in connection with decisions to be made and measures to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the electronic voting system and polling places, and it is agreed that the County Clerk may enter into

other joint election agreements and contracts for election services for those purposes on terms and conditions set forth in the Election Code. Political Subdivision agrees that County Clerk may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and, in such case, all parties sharing common territory shall share a joint ballot on the electronic voting system at the applicable polling places. In such cases, total costs shall be divided among the participants.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall prepare, adopt, and publish all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code or Political Subdivision's governing body, charter, or ordinances. Regarding publications, the County Clerk will publish the "Notice of Test of Automatic Tabulating Equipment." If a Political Subdivision holds any Special Election, it must publish its own "Notice of Election" to meet additional requirements.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the County Clerk's Election Department.

III. STATUTORY COMPLIANCE

Political subdivisions shall follow all applicable State and Federal laws related to elections, including, but not limited to, Section 52.072 of the Election Code, which states in part, "A proposition shall be printed on the ballot in the form of a single statement."

Failure to do so may prohibit the political subdivision's participation in a Joint Election.

IV. VOTING LOCATIONS

The County Clerk's Election Office shall select and arrange for the use of and payment for all election-day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the County. The proposed voting locations will be provided once the final candidate filing deadline has been met and listed as Attachment "A." If a voting location is unavailable, the Elections Department will arrange for an alternate location with the approval of the Political Subdivision. The Elections Department shall notify the Political Subdivision of any changes from the locations listed in Attachment "A."

If polling places for the joint election in Attachment "A" are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than the date of the election described in Attachment "A," at the entrance to any

previous polling places in the jurisdiction, stating that the polling location has changed, and displaying the political subdivision's polling place name(s) and address(s) in effect for the election described in Attachment "A." Any voting location changes from those used in the most recent COUNTYWIDE JOINT election will be posted by the County Clerk's Election Office.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Brazoria County Commissioners Court shall appoint the presiding judge and alternate judge for each polling location per Chapter 32 of the Texas Election Code. If an emergency appointment is necessary, the appointment shall be made in accordance with Election Code §32.007, which authorizes the presiding officer of the Brazoria County Commissioners Court to make an emergency appointment. Should that officer not be available, the County Clerk's office shall make emergency appointments of election officials. Upon request by the County Clerk, the Political Subdivision agrees to assist in recruiting bilingual polling place officials (fluent in English and Spanish).

The County's Elections Department shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code. It will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The County Clerk shall arrange for the training and compensation of all election judges and clerks. The Elections Department shall set the date, time, and place for the presiding election judge to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Department notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge will receive compensation at an hourly rate of \$14.00. Each election clerk will receive compensation at an hourly rate of \$12.00. The election judge will receive an additional \$25.00 for picking up the election supplies before Election Day and returning the supplies and equipment to the central counting station after the polls close. All judges and clerks who attend training will be compensated at an hourly rate of \$8.00 as compensation for the same.

All Parties agree that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are temporary part-time employees subject only to those benefits available to such employees.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The County Clerk Elections Department shall arrange for all election supplies and voting equipment, including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs, and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The County Clerk Elections Department shall provide the necessary voter registration information, instructions, and other information to enable the election judges in the voting locations with more than one ballot style to conduct a proper election. If special maps are needed for a particular Political Subdivision, the County Clerk's Election Department will order the maps and pass that charge on to that specific Political Subdivision.

Political Subdivision shall furnish the County Clerk a list of candidates and propositions showing the order and the exact manner in which the candidate names and proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). THE POLITICAL SUBDIVISION SHALL PROVIDE A COPY OF EACH CANDIDATE'S APPLICATION TO THE COUNTY CLERK ELECTIONS OFFICE. This list shall be delivered to the County Clerk Elections Department as soon as possible after each participating authority has determined ballot positions. Each participating authority shall proofread and approve the ballot pertaining to that authority's candidates and propositions. If any error or changes are discovered after the Logic and Accuracy test has been conducted and ballots prepared, then the Political Subdivision will be responsible for all costs.

VII. EARLY VOTING

The Parties agree to conduct joint early Voting and appoint the County Clerk as the Early Voting Clerk per Sections 31.097 and 271.006 of the Texas Election Code. Political Subdivision agrees to appoint the County Clerk's permanent county employees as deputy early voting clerks. The Parties further agree that each Early Voting Location will have an "Officer in Charge" who will receive compensation at an hourly rate of \$14.00. The clerks at each location will receive compensation at an hourly rate of \$12.00. Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the County Clerk shall receive applications for early voting ballots to be voted by mail in accordance with Chapter 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Department for processing.

The Early Voting Clerk will post a copy of the daily early voting report on the county election website and a cumulative final early voting report following the election. We shall provide the Political Subdivision with the reports with written advance notice.

VIII. EARLY VOTING BALLOT BOARD

The County Clerk shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. With the assistance of the County Clerk Elections Department, the Presiding Judge shall appoint three or more additional members to constitute the EVBB. The County Clerk Elections Department shall determine the number of EVBB members required to efficiently process the early voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The County shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and this Agreement.

The participating authorities hereby, in accordance with Sections 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Lisa Mujica
Alternate Counting Station Manager:	Brandy Pena
Tabulation Supervisor:	Susan Cunningham
Alternate Tabulation Supervisor:	Johnathan Escamilla
Presiding Judge:	Dottie Cornett
Alternate Presiding Judge:	Tamara Reynolds

After counting all precincts, the County Clerk Elections Department will prepare the unofficial canvass reports. It will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The County Clerk Elections Department shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

The County Clerk Elections Department shall electronically submit all Cities' precinct-by-precinct returns to the Texas Secretary of State's Office.

The County Clerk Elections Department shall post all election night results to the County website on election night. <https://www.brazoriacountyclerktx.gov>.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Parties agree to share the costs of administering the Joint Election. Unless specifically stated otherwise, allocation of costs is mutually agreed to be shared. The County participates in "Vote Centers"; therefore, all political subdivisions can vote at any location.

It is agreed that the standard rental rate charged for the County's voting equipment used on Election Day shall be calculated per polling location and among the participants utilizing each polling location. (See "Exhibit 1" for rental rates.) The total cost will be calculated and then multiplied by the Political Subdivision percentage number of registered voters or with the minimum of \$2000.00; for those with a lesser amount, additional costs associated will be itemized and billed.

Costs for the Eleven Early Voting by Personal Appearance locations will also be charged with the same formula as Election Day. Those political subdivisions with a percentage of registered voters less than the amount equal to \$2000.00 will be a minimum amount of \$2000.00 for the early voting period.

Additional polling locations requested by any Political Subdivision to be opened during the early voting period will be separately billed to the requestor.

Political Subdivision conducting a runoff shall be responsible for all associated costs.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this Agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses incurred by the County Clerk on behalf of the Political Subdivision. Any monies deposited with the County by the withdrawing authority shall be refunded minus the aforementioned expenses.

XII. RECORDS OF THE ELECTION

The County Clerk is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority and the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the County Clerk or an alternate facility used to keep county records. The County Clerk Elections Department shall ensure that the records are maintained orderly so that they are identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the County Clerk shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the County Clerk any notice of pending election contest, investigation, litigation, or open records request that may be filed with the participating authority.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the County Clerk and that the County Clerk shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The County Clerk Elections Department agrees to provide advisory services to the Political Subdivision as necessary to conduct a proper recount, and the cost of the recount depends on the size of the election and the number of precincts to be recounted.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the election equipment and voting places; it is agreed that the County Clerk may contract with such other districts or political subdivisions for such purposes and that in such event, there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The County Clerk shall file copies of this document with the County Treasurer and the County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting the Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the County Clerk, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and other election personnel for a breach of this contract or a violation of the Texas Election Code; however, any action taken is subject to any immunity provided by statute or common law to governmental entities. For purposes of this contract, the County Clerk's office acts as a governmental entity covered by any immunity available to Brazoria County.
5. The parties agree that under the Constitution and laws of the State of Texas, neither Brazoria County nor Political Subdivision can enter into an agreement whereby either Party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.

7. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
10. Any amendments to this Agreement shall be of no effect unless in writing and signed by all parties.
11. **Authorization of Agreement.** This Agreement has been approved and authorized by the governing body of the Political Subdivision.
12. **Purpose, Terms, Rights, and Duties of the Parties.** The purpose, terms, rights, and duties of the Parties shall be as set forth in this Agreement.
13. **Payments from Current Revenues.** Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to that paying Party.
14. **Fair Compensation.** The Parties acknowledge and agree that each payment contemplated by this Agreement fairly compensates the performing Party.
15. **Termination.** At any time and for any reason, either Party may terminate this Agreement by providing forty-five (45) days written Notice of termination to the other Party.
16. **Funding.** The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's ***sole and exclusive remedy*** shall be to terminate this Agreement.
17. **No Joint Enterprise.** The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.
18. **Public Information.** This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552, et seq.,

as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

19. **No Third-Party Beneficiaries**. This Agreement is entered solely by and between and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.
20. **No Personal Liability**. Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.
21. Nothing in this Agreement requires the Political Subdivision or County to incur debt, assess or collect funds, or create a sinking fund.
22. **Sovereign Immunity Acknowledged and Retained**. **THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.**

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that the Political Subdivision's obligation under the terms of this Agreement shall be DETERMINED AFTER THE ELECTION. Political Subdivision agrees to pay the County a deposit of 4,000.00. This Deposit shall be paid to the County within 10 business days after the final candidate filing deadline. The final candidate filing deadline is February 14, 2025. Therefore, the Deposit is due by February 24, 2025.

The exact amount of the Political Subdivision's obligation under the terms of this Agreement shall be calculated after the election on MAY 3, 2025. If the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay the County the balance due within forty-five (45) days after receipt of the final invoice from the County's Election Department. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, the County shall refund the excess amount paid to the Political Subdivision within forty-five (45) days after the final costs are calculated.

IN TESTIMONY HEREOF, this Agreement, its multiple originals all of equal force, has been executed on behalf of the parties.

(1) On the _____ day of _____, 2025, been executed on behalf of the County Clerk by the County Clerk pursuant to the Texas Election Code;

(2) On the _____ day of _____, 2025, has been executed on behalf of the Political Subdivision by its Mayor or authorized representative, pursuant to an action of the Political Subdivision.

BRAZORIA COUNTY, COUNTY CLERK by

Joyce Hudman, County Clerk

ATTEST:

CITY OF ALVIN, TEXAS

_____ By _____
Presiding Officer or Authorized Representative
CITY OF ALVIN

RATE SHEETS FOR BRAZORIA COUNTY ELECTIONS:

MAY (COUNTYWIDE JOINT)

EQUIPMENT RENTAL

CONTROLLER	\$350.00 each
SCANNER UNIT (additional 2023)	\$425.00 each
ACCESS WITH TOUCH UNIT (DOU)	\$375.00 each
TOUCH UNITS	\$325.00 each
POLLPADS	\$50.00 each
MI-FI/ HOTSPOT	\$50.00 each

This is not a daily charge. This price is for the entire election even if it is for 12 days of voting.

OTHER CHARGES

Programming (increase 2023)	\$450.00
Tabulating.....	\$45.00
Equipment Delivery and Pickup	
Truck Rental (per delivery location)	\$50.00
Labor (Per delivery location)	\$100.00
Supply tubs EV-ED (see attached list for contents)	\$75.00
Mail Ballots will be billed per entity kits including postage Domestic...\$2.18...Overseas...\$2.76	
Publications will be divided equally.....	
Technical field support mileage will be divided equally.....	
Ballot Paper size 8.5 x 11.....	24 cents per sheet
Ballot Paper size 8.5 x 14.....	29 cents per sheet

Workers-Judges
Clerks

\$14.00 per hour -Overtime rate \$21.00 per hour
\$12.00 per hour- Overtime rate \$18.00 per hour

ELECTION DAY (increase 2023)

For Election Day, we will calculate the cost for each location (see Exhibit 'A2") the total cost for Election Day will then calculated per percentage of registered voters of each political subdivision. All political subdivisions in Brazoria County less than 6000 registered voters, charges will be the minimum of \$2000.00 for Election Day.

EARLY VOTING (increase 2023) (11 Main Locations)

For Early Voting we also calculate worksheets for each of the 10-11 early voting locations. Once we have the total cost for all locations, we do a spreadsheet that divides the cost between all political subdivisions based on the percentage of registered voters in each. Since we have large and small cities in our county, the minimum charge for early voting will be \$2000.00.

OVERTIME

We keep a record of our overtime for the election, our staff gets paid overtime for time outside regular business hours. Cost will be divided equally when sending the final bills.

RATE SHEETS FOR BRAZORIA COUNTY ELECTIONS:

NOVEMBER (COUNTYWIDE JOINT)

For November Elections, the Election Day and Early Voting charges are just like the countywide joint in May. If the only political subdivisions at a location are Brazoria County and one entity, total cost calculated will be per percentage of registered voters for the entity.

Runoffs Elections will be the responsibility of whichever entity will be conducting a runoff election.

Additional Early Voting Locations requested will be billed separately to the requestor.

Any errors or changes related to a Political Subdivision oversight and if it results in reprogramming the entirety election, will be responsible for all associated cost.

Contracting your Election with Brazoria County

Political Subdivisions located wholly or partially, with Brazoria County may contract with the Election Department for election services.

If entering into a full service, or joint election, agreement Brazoria County will assume responsibility for the conduct of the election, including:

- Securing polling locations.
- Ballot layout & Coding.
- L & A testing.
- Ballot by Mail.
- Preparation and delivery of the election equipment.
- Hiring, Training, & Compensation of Election Workers.
- Early Voting
- Election Day
- Storage of voted ballots and related materials.
- Posting of Notices if changes in Polling Locations occurs.
- Publishing L&A Notice in Newspaper prior to testing.

Brazoria County will not assume Responsibility for:

- Posting or Publication of Notice of Election as required by each entity.
- Translations
- Candidate's application for place on ballot and related paperwork misspellings, pronunciation or placement of candidate. (after approval or L&A testing)

Entering into an Election Contract with Brazoria County

After being notified of your desire to contract, the Election Department will prepare a joint agreement. The contract will include a request for a deposit or an estimate. Payment should be made payable to Joyce Hudman, County Clerk. The contract will contain a tentative schedule of Early Voting and Election Day polling locations. Please be aware that these schedules will be subject to change in the event other political subdivisions cancel their elections.

An estimated schedule of costs will not be provided unless requested by the political subdivision that enters into a joint agreement. Costs are subject to change if other political subdivisions enter, or exit, the election.

Upon receipt of the contract, the political subdivision must execute and return it to Brazoria County Clerk's Office at 111 E. Locust, Suite 200 Angleton, TX 77515.
(Attention: Election Department)

Two signed original copies are required, one of which will be returned to the entity. If a contracting entity needs more than one executed copy of the contract, it will be their responsibility to provide Brazoria County with an additional number of signed originals. At this point payment it is not necessary and does not need to be returned with the contract.

After receiving a signed contract from the political subdivision, the Elections Department will submit it to the County Clerk for approval. This process may take up to two weeks, once executed it will be mailed back with the deposit due amount and date if the deposit was not included with the original signed contract.

Please provide us your Notice of Election so we can post it on the Brazoria County Clerks website under the Recording-department-Public Notices.

<https://www.brazoriacountyclerktx.gov/departments/recording-department/public-notice>

Cancelling your election

If your entities cancel the election, due to an unopposed candidate(s) we must have the certification of unopposed candidates and an order /ordinance declaring the election cancelled, this order/ordinance must be posted on Election Day at each polling place that would have been used in the election, this completes the cancellation process. If provided, we will insure it is posted. If we do not receive one you are responsible for posting notice at each location.

	Election Day Locations- Tentative and subject to change- "DO NOT POST"	
Home Pct #	Polling Place	Zip Code
1	East Annex (Old Walmart), 1524 E Mulberry, Angleton	77515
2	Precinct 4 Building #2, 121 N 10th St, West Columbia	77486
4	Brazoria Library, 620 S Brooks, Brazoria	77422
9	Bonney Annex Building, 19025 FM 521, Bonney	77583
11	Alvin ISD Heritage Complex, Liberty Alumni Hall, 10855 Iowa Colony Blvd, Iowa Colony	77583
14	Sweeny Community Center, 205 W Ashley Wilson Rd, Sweeny	77480
15	Danbury Community Center, 6115 5th St, Danbury	77534
17	Freeport Library, 410 Brazosport Blvd, Freeport	77541
19	Clute Event Center, 100 Parkview Dr, Clute	77531
20	Jones Creek Comm House, 7207 Stephen F Austin Rd, Jones Creek	77541
23	Doris Williams Civic Center, 333 Hwy 332 East, LJ	77566
26	Brookside Village Community Center, 6243 Brookside Rd, Brookside Village	77581
29	West Pearland Community Center, 2150 Countryplace Pkwy, Pearland	77584
38	Surfside Beach City Hall, 1304 Monument Dr, Surfside Beach	77541
39	Alvin Library, 105 S Gordon, Alvin	77511
46	Tom Reid Library, 3522 Liberty Dr, Pearland	77581
50	West Pearland Library, 11801 Shadow Creek Pkwy, Pearland	77584
65	Manvel Annex, 7313 Corporate Dr, Manvel	77578
79	Iowa Colony Public Safety Building, 3144 Meridiana Pkwy, Iowa Colony	77583
Tentative, depending on city elections		
6	Liverpool City Hall, 8901 County Road 171, Liverpool	77577
8	Oyster Creek City Hall, 3210 FM 523, Oyster Creek	77541
25	Hillcrest Village Municipal Building, 200 W Timberlane, Alvin	77511
75	Richwood City Hall, 1800 Brazosport Blvd N, Richwood	77531
12	Drainage District No. 4 Building, 4813 W Broadway, Pearland	77581
37	Pearland Recreation Center, 4141 Bailey Rd, Pearland	77584
44	Silverlake Recreation Center, 2715 Southwyck Pkwy, Pearland	77584

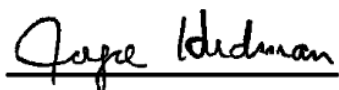
NOTICE OF EARLY VOTING AT BRANCH POLLING PLACES

Early voting by personal appearance will be conducted at the following locations:

Angleton (Main)East Annex, 1524 E Mulberry
AlvinAlvin Library, 105 S Gordon
BrazoriaBrazoria Library, 620 S Brooks
CluteClute Event Center, 100 Parkview Dr
FreeportFreeport Library, 410 Brazosport Blvd
Lake Jackson.....Doris Williams Civic Center, 333 Hwy 332 East
ManvelManvel Annex, 7313 Corporate Dr
Pearland EastTom Reid Library, 3522 Liberty Dr
Pearland West.....West Pearland Community Center, 2150 Countryplace Pkwy
Shadow CreekWest Pearland Library, 11801 Shadow Creek Pkwy
Sweeny.....Sweeny Community Center, 205 W Ashley Wilson Rd
West Columbia.....Precinct 4 Building #2, 121 N 10th St

DATES AND HOURS:

April 22-26.....8 AM – 5 PM
April 28-29.....8 AM – 5 PM



Early Voting Clerk

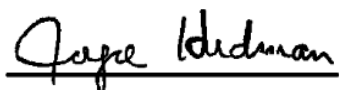
AVISO DE VOTACIÓN ADELANTADA EN LOS SITIOS DE VOTACIÓN AUXILIARES

La votación adelantada en persona se llevará a cabo en los siguientes sitios de esta manera:

Angleton (Ubicación Principal).....East Annex, 1524 E Mulberry
AlvinAlvin Library, 105 S Gordon
BrazoriaBrazoria Library, 620 S Brooks
CluteClute Event Center, 100 Parkview Dr
FreeportFreeport Library, 410 Brazosport Blvd
Lake JacksonDoris Williams Civic Center, 333 Hwy 332 East
ManvelManvel Annex, 7313 Corporate Dr
Pearland EsteTom Reid Library, 3522 Liberty Dr
Pearland OesteWest Pearland Community Center, 2150 Countryplace Pkwy
Shadow CreekWest Pearland Library, 11801 Shadow Creek Pkwy
Sweeny.....Sweeny Community Center, 205 W Ashley Wilson Rd
West ColumbiaPrecinct 4 Building #2, 121 N 10th St

FECHAS Y HORAS

22-26 de abril.....8 AM – 5 PM
28-29 de abril.....8 AM – 5 PM



Secretaria de la Votación Adelantada



AGENDA COMMENTARY

Meeting Date: 2/6/2025

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider an amendment to the construction phase contract with CSA Construction, Inc. in an amount not to exceed \$71,464,410.56 to provide Construction Manager at Risk Construction Phase Services for the Wastewater Treatment Plant Expansion and Improvements Project; and authorize the City Manager to sign the amendment upon legal review.

Type of Item: Contract/Agreement

Summary: On December 1, 2022, the City Council approved Resolution 22-R-32, which authorized the use of the Construction Manager at Risk (CMAR) delivery method for the Wastewater Treatment Plant (WWTP) Expansion Project. On January 30, 2023, an Industry Awareness Meeting was held to make interested contractors aware of the upcoming project and representatives from six (6) companies attended the meeting. A Request for Proposals (RFP) for construction manager at risk services was advertised on March 26 and April 2, 2023. Proposals were received from four (4) companies on April 24, 2023. Proposals from all companies were reviewed/ranked by a Staff Review Committee, consisting of the Engineering and Public Services Department Staff, in May 2023. The top two companies were then interviewed on May 15, 2023. Following the interviews, the Staff Review Committee selected CSA Construction, Inc. (CSA) to submit a fee-based proposal for CMAR services for the Wastewater Treatment Plant Expansion Project. On June 15, 2023, City Council approved a contract with CSA Construction, Inc. to provide Construction Manager at Risk Design phase Services for the WWTP Expansion Project. On October 17, 2024, City Council approved a construction phase contract with CSA Construction, Inc. which included Guaranteed Maximum Price Proposal #1 (GMP #1) in the amount of \$2,269,460.27 for the purchase of two generators and two rotary drum thickeners that are required for the project.

The current contract amendment being considered will provide Construction Manager at Risk services during the construction phase of the project, which includes the approval and inclusion of Guaranteed Maximum Price (GMP) Proposal #2. GMP #2 includes the construction and all remaining equipment purchases/installations for the WWTP Expansion Project.

GMP #2:	\$69,721,376.16
2.5% Contingency	<u>\$ 1,743,034.40</u>
Total :	\$71,464,410.56

This project was identified in the 2022 Wastewater Master Plan Update that was presented to City Council in workshops on March 1, 2022, and January 17, 2023. The project includes the expansion of the City's sole Wastewater Treatment Plant from 5.0 million gallons per day (MGD) to 7.5 MGD along with the remaining critical improvements that were identified in the 2021 Wastewater Treatment Plant Facility Plan.

The expansion project will be partially funded from 2023 Revenue Bonds that were issued 11/16/2023 and future bond issues.

Staff recommends approval of this Contract Amendment.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐
Funding Bond Funds **Amount:** \$71,464,410.56 **1295 Form Required?** Yes ☒ No ☐
Account:
Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 2/3/2025 SLH
Finance Review Required: N/A ☐ Required ☒ **Date Completed:** CT 2/3/25

Supporting documents attached:

1. Alvin WWTP GMP

Recommendation: Move to approve an amendment to the construction phase contract with CSA Construction, Inc. in an amount not to exceed \$71,464,410.56 to provide Construction Manager at Risk Construction Phase Services for the Wastewater Treatment Plant Expansion and Improvements Project; and authorize the City Manager to sign the contract upon legal review.

Reviewed by Department Head, if applicable: ☒
Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☒
Reviewed by City Manager, if applicable: ☐

CONTRACT AMENDMENT NO.: 1

		Project No.
Owner:	City of Alvin, Texas	
Owner’s Advisor/Engineer:	Freese and Nichols, Inc.	AVN23621
Construction Manager at Risk:	CSA Construction, Inc.	2501
Project:	Alvin Wastewater Treatment Plant Expansion	
Contract Name:	Construction Manager at Risk for Alvin Wastewater Treatment Plant Expansion and Improvements Project	
Contract Amendment:	1	
Date Issued:		Effective Date of Contract Amendment:

The Contract is modified as follows upon execution of this Contract Amendment:

Description:

This contract amendment for GMP # 2, which is the balance of the plant, including all work and procurement for the project, except for the equipment procurement included in GMP # 1 (original contract authorized on December 4, 2024). See attached CMAR GMP # 2 Proposal for details.

This contract amendment also includes changes to agreement and general conditions per City attorney comments and modifications approved by the City. Going forward, the attached agreement, general conditions and referenced specifications will serve as the effective contract.

Attachments:

CMAR GMP # 2

Change in Contract Price

Original Contract Price	\$2,269,460.27
Contract Price prior to this Contract Amendment	\$2,269,460.27
Increase in this Contract Amendment:	\$69,721,376.16
Contract Price incorporating this Contract Amendment:	\$71,990,836.43

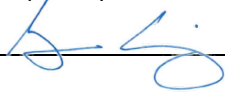
Change in Contract Times for Contract Amendment

- ☐
 The completion dates are not modified by this Contract Amendment—CMAR is to complete Work so Project will reach Substantial Completion by the date designated in the Agreement.
- ☒
 The completion dates are modified by this Contract Amendment as shown below.

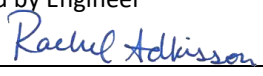
	Original	Previous	Current
Substantial Completion Date	October 4, 2027	October 4, 2027	
Final Completion Date	December 4, 2027	December 4, 2027	

The current completion date shall be written in at the time of the notice to proceed for GMP # 2.

Accepted by CMAR

By: George Craig 
Title: Vice President
Date: 01/28/2025

Recommended by Engineer

By: Rachel Adkisson, PE 
Title: Project Manager - Freese and Nichols, Inc.
Date: 01/28/2025

Approved by the City of Alvin

By: _____
Title: _____
Date: _____
Attest: _____
Title: _____



CITY OF ALVIN, TEXAS

**Construction Manager at Risk for Alvin Wastewater Treatment Plant Expansion and
Improvements Project**

**CONSTRUCTION MANAGER AT RISK
CONSTRUCTION PHASE SERVICES AGREEMENT**

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CITY OF ALVIN, TEXAS

**Construction Manager at Risk for Alvin Wastewater Treatment Plant Expansion and Improvements
Project**

CONSTRUCTION MANAGER AT RISK CONSTRUCTION PHASE SERVICES

GMP No. 2

THIS AGREEMENT, made and entered by and between City of Alvin, hereinafter designated the "City" and CSA Construction, Inc., hereinafter designated the "Construction Manager at Risk" or "CM@Risk".

RECITALS

- A.** The City Manager of the City of Alvin, Texas, or their designee, is authorized and empowered by provisions of the City Charter to execute contracts for construction services.
- B.** The City intends to construct Alvin Wastewater Treatment Plant Expansion and Improvements Project as more fully described in the Approved Guaranteed Maximum Price and its amendments.
- C.** To undertake the construction administration of said Project, the City has entered into a contract with Freese and Nichols, Inc., hereinafter referred to as the "Design Professional."
- D.** The CM@Risk has represented to the City the ability to provide construction management services and to construct the Project. Based on this representation, the City engages the CM@Risk to provide these services and construct the Project.
- E.** Contract for Design Phase Services has been executed previously between City and CM@Risk to perform design phase services. Those services may continue during the duration of this Contract.

NOW THEREFORE, for and in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the CM@Risk as follows:

Article 1 – Definitions

1.0 Defined Terms

- 1.1** Wherever used in the Proposal Documents 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.
- 1.2** "Agreement" or "Contract" means this written document signed by the City and CM@Risk covering the construction phase of the Project, and including other documents itemized and referenced in or attached to and made part of this Contract. The terms Agreement and Contract shall be used interchangeably throughout unless specifically stated otherwise.
- 1.3** "Application for Payment" means the City form used by the CM@Risk to request progress payments for Work in accordance with Article 7.
- 1.4** "Approved GMP" means any GMP or GMP amendment agreed to by the parties in accordance with this Agreement.
- 1.5** "Certificate of Substantial Completion" has the meaning given such term in Subsection 4.1.5.
- 1.6** "Change Directive" means a written order prepared and signed by City, directing a change in the Work prior to agreement on an adjustment in the Contract Price and the Contract Time.
- 1.7** "Change Order" means a type of contract amendment issued after execution of this Agreement or future GMP Amendments signed by City and CM@Risk, agreeing to changes to an agreement. The Change Order will state the following: the addition, deletion, or revision in the scope of Work; the amount of the adjustment to the Contract Price; and the extent of the adjustment to the Contract Times or other modifications to Contract terms.
- 1.8** "Change Proposal" means a written request by Construction Manager at Risk, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Guaranteed Maximum Price or Contract Times; contesting a decision by the Owner, in consultation with Engineer, concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
- 1.9** "Claim" means a demand or assertion by Owner or Design Builder seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A request or proposal for a Change Order is not a Claim. A demand for money or services by a third party is not a Claim.
- 1.10** "City" ("Owner" or "OWNER") means the City of Alvin, a municipal corporation, with whom CM@Risk has entered into this Contract and for whom the services are to be provided pursuant to said Contract. Regulatory activities handled by the City of Alvin Developmental Services, Fire and Planning Departments or any other City Departments are not subject to the responsibilities

of the City under this Agreement.

- 1.11 "City's Representative" means the person designated in Subsection 8.3.1.2.
- 1.12 "City's Senior Representative" means the person designated in Subsection 8.3.1.1.
- 1.13 "CM@Risk" or "Construction Manager at Risk" means the firm selected by the City to provide construction services as detailed in this Agreement.
- 1.14 "CM@Risk's Contingency" means a fund to cover cost growth during the project used at the discretion of the CM@Risk usually for costs that result from project circumstances. The amount of the CM@Risk's Contingency will be negotiated as a separate line item in each GMP package. Use and management of the CM@Risk's Contingency is described in Subsection 5.1.2.3.
- 1.15 "CM@Risk's Representative" means the person designated in Subsection 8.3.2.2.
- 1.16 "CM@Risk's Senior Representative" means the person designated in Subsection 8.3.2.1.
- 1.17 "Contract Amendment" means a document signed by Owner and Construction Manager at Risk which modifies the terms and conditions of the Contract, including but not limited to modifications of the time or compensation provisions of the Agreement and the scope of CM@Risk Services. A Contract Amendment is not used to make changes in the Work, such changes properly being made in a Change Order.
- 1.18 "Contract Documents" means the following items and documents in descending order of precedence executed by the City and the CM@Risk: (i) all written modifications, amendments and Change Orders; (ii) this Agreement, including all exhibits and attachments; (iii) written specifications; (iv) Drawings; (v) other Construction Documents; and (vi) GMP Plans and Specifications.
- 1.19 "Construction Documents" means the plans, specifications, and Drawings prepared by the Design Professional and issued as approved for construction meaning the documents are sealed by the Design Professional, signed and acceptable for permitting.
- 1.20 "Construction Fee" means the lump sum amount for CM@Risk's administrative costs for branch or home office overhead, and profit at the time of GMP.
- 1.21 "Contract" means the entire and integrated written agreement between Owner and Construction Manager at Risk concerning the Work.
- 1.22 "Contract Price" means the amount or amounts set forth in Article 5.
- 1.23 "Contract Time" means the Days as set forth in Article 4 the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Project.
- 1.24 "Constituent of Concern" means asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste,

and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

- 1.25** “Cost of the Work” means the direct costs or stipulated rates necessarily incurred by the CM@Risk in the proper performance of the Work as set forth in Exhibit D – Construction Drawings. The Cost of the Work shall not include the CM@Risk’s Construction Fee.
- 1.26** “Critical Path” means the sequence of activities from the start of the Work to the Substantial Completion of the Project. Any delay in the completion of these activities will extend the Substantial Completion date.
- 1.27** “Day(s)” means calendar days unless otherwise specifically noted in the Contract Documents.
- 1.28** “Defective,” when applied to Work, refers to Work that is unsatisfactory, faulty, or deficient in that it:
- 1.28.1** Does not conform to the Contract Documents;
- 1.28.2** Does not meet the requirements of applicable inspections, reference standards, tests, or approvals referred to in the Contract Documents; or
- 1.28.3** Has been damaged prior to the Design Professional’s recommendation of final payment, unless responsibility for the protection of the Work has been assumed by Owner at Substantial Completion.
- 1.29** “Design Phase Contract” or “Preconstruction Phase Agreement” means the agreement between the City and CM@Risk for services provided by the CM@Risk during the design phase which may include the following: design recommendations, project scheduling, constructability reviews, alternate systems evaluation, cost estimates, MBE/WBE/SBE utilization, subcontractor bid phase services, and GMP preparation.
- 1.30** “Design Professional” or “Engineer” means a qualified, licensed design professional who furnishes design and/or construction administration services required for the Project. The Project Design Professional is referenced in Recital C, above.
- 1.31** “Differing Site Conditions” means concealed or latent physical conditions or subsurface conditions at the Site that, (i) materially differ from the conditions indicated in the Contract Documents, or (ii) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work.
- 1.32** “Drawings” means the part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by CM@Risk.
- 1.33** “Electronic Document” means Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to, Shop Drawings and other Submittals, that are in an electronic or digital format.

- 1.34** “Electronic Means” means electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
- 1.35** “Final Acceptance” or “Final Completion” means the completion of the Work as prescribed in Section 4.2. The terms “final completion” as applied to all or part of the Work refer to Final Acceptance of such Work. The point at which the Work is complete in accordance with the Contract Documents, items and documents required by the Contract Documents have been accepted by the Owner, all required services have been completed, and the Contract is ready for final payment.
- 1.36** “Float” means the number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.
- 1.37** “General Conditions Costs” includes, but is not limited to, the following types of costs for the CM@Risk during the construction phase: payroll costs for project manager or construction manager for Work conducted at the site; payroll costs for the superintendent and full-time general foremen; payroll costs for other management personnel resident and working on the site; workers not included as direct labor costs engaged in support (e.g. loading/unloading, clean-up, etc.); administrative office personnel; costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses; utilities, fuel, sanitary facilities and telephone services at the site; costs of liability insurance premiums not included in labor burdens for direct labor costs; costs of bond premiums; costs of consultants not in the direct employ of the CM@Risk or Subcontractors; and fees for licenses. The General Conditions Costs shall be included in the Cost of the Work.
- 1.38** “Guaranteed Maximum Price” or “GMP” means the sum of the maximum Cost of the Work; the Construction Fee; General Conditions Costs, taxes, and CM@Risk’s Contingency including authorized adjustments.
- 1.39** “GMP Amendment” means an amendment, executed in writing and signed by both parties, to the GMP.
- 1.40** “GMP Plans and Specifications” means the plans and specifications upon which the Guaranteed Maximum Price proposal is based as listed in the GMP proposal.
- 1.41** “Hazardous Environmental Condition” means 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.
- 1.41.1** The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.

- 1.41.2** The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
- 1.41.3** The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
- 1.42** “Legal Requirements” or “Laws and Regulations” or “Laws or Regulations” means all applicable federal, state, and local laws, codes, ordinances, rules, regulations, orders, and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.
- 1.43** “Liens” means charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
- 1.44** “Milestone” means a principal event in the performance of the Work that the Contract requires CM@Risk to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
- 1.45** “Notice to Proceed” or “NTP” means the directive issued by the City, authorizing the CM@Risk to start Work. Such notice shall be provided to the CM@Risk at least seven (7) Days prior to the commencement date stipulated herein and shall be provided no later than thirty (30) Days after the GMP proposal is approved by the City and all the required documentation is received by the City.
- 1.46** “Owner” means the entity with which CM@Risk has contracted regarding the CM@Risk Services and the Work, and which has agreed to pay CM@Risk for the performance of the CM@Risk Services and the Work, pursuant to the terms of the Contract.
- 1.47** “Owner’s Contingency” means a fund to cover cost growth during the Project used at the discretion of the Owner usually for costs that result from Owner directed changes or unforeseen site conditions. The amount of the Owner’s Contingency will be set solely by the Owner and will be in addition to the Project costs included in the CM@Risk’s GMP packages. Use and management of the Owner’s Contingency is described in Subsection 5.1.3.
- 1.48** “Performance Period” means the period of time allotted in the Contract Documents to substantially complete the Work comprised within a GMP. The Performance Period shall be stated with each GMP proposal and shown on the Project Schedule.
- 1.49** “Preconstruction Phase Agreement” or “Design Phase Contract” means the agreement between the City and CM@Risk for services provided by the CM@Risk during the design phase which may include the following: design meetings and recommendations, project scheduling, constructability reviews, alternate systems evaluation, cost estimates, MBE/WBE/SBE utilization, subcontractor bid phase services, and GMP preparation.
- 1.50** “Product Data” means illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the CM@Risk to illustrate materials or equipment for some portion of the Work.
- 1.51** “Project” means the Work to be completed in the execution of this Agreement as amended and

as described in the Recitals above and in each Approved GMP.

- 1.52** “Project Schedule” or “Progress Schedule” means a schedule, prepared and maintained by CM@Risk, describing the sequence and duration of the activities comprising the CM@Risk’s plan to accomplish the Work within the Contract Times.
- 1.53** “Project Record Documents” means the documents created pursuant to Section 2.9.
- 1.54** “Samples” means physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be evaluated.
- 1.55** “Shop Drawings” means all drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Construction Manager at Risk and submitted by Construction Manager at Risk to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
- 1.56** “Site” means the land or premises indicated in the Contract Documents on which the Project is located and upon with the Work is to be performed generally described in Exhibit A, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of CM@Risk.
- 1.57** “Specifications” means the part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto as listed in the GMP proposal.
- 1.58** “Subcontractor” means an individual or firm having a direct contract with the CM@Risk who undertakes to perform a part of the construction phase Work for which the CM@Risk is responsible.
- 1.59** “Subconsultant” means a person, firm or corporation having a contract with the CM@Risk to furnish services required as its independent professional associate or consultant with respect to the Project.
- 1.60** “Sub-subcontractor or sub-subconsultant” means an individual or firm having a direct contract with any Subcontractor or any other individual firm having a contract with aforesaid contractors at any tier, who undertakes to perform a part of the design phase services or construction phase Work at the site for which the CM@Risk is responsible or furnishes services required as its independent profession associate or consultant with respect to the Project, as applicable.
- 1.61** “Submittal” means a written or graphic document, prepared by or for CM@Risk, which the Contract Documents require CM@Risk to submit. Submittals may include Shop Drawings; Samples; Project Schedules; Product Data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether approved or accepted by Owner or Engineer, are not Contract

Documents. Change Directives, Change Orders, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

- 1.62** “Substantial Completion” means when the Work, or an agreed upon portion of the Work, is sufficiently complete so that City can occupy and use the Project or a portion thereof for its intended purposes. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work. This may include: (i) approval by City Fire Marshal and local authorities; (ii) all materials and equipment installed; (iii) all systems in place, functional, and displayed to the City or its representative; (iv) all systems reviewed and accepted by the City; (v) successful start-up process with any required documentation and witnessing, (vi) draft O&M manuals and record documents reviewed and accepted by the City; (vii) City operation and maintenance training complete; (viii) landscaping and site work; and (ix) final cleaning. The conditions of Substantial Completion that do not apply to a specific GMP will be listed in the Notice to Proceed letter pursuant to Subsection 2.3.3.
- 1.63** “Supplier” means a manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with CM@Risk or any Subcontractor to furnish materials or equipment to be incorporated in the construction phase Work by CM@Risk or any Subcontractor.
- 1.64** “Technical Data” means those items expressly identified as Technical Data with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures, except Underground Facilities, or (2) Hazardous Environmental Conditions at the Site.
- 1.64.1** If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to CM@Risk.
- 1.64.2** Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated in the Drawings.
- 1.65** “Underground Facilities” means all active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site. An abandoned facility or system is not an Underground Facility.
- 1.66** “Unit Price Work” means Work to be paid for based on unit prices.
- 1.67** “Work” means the entire completed construction or the various separately identifiable parts thereof, required by the Agreement to be furnished during the construction phase. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials, resources, and equipment into the construction, and performing or furnishing services and documents as required by the Contract Documents for the construction phase.

Article 2 – CM@Risk's Services and Responsibilities

2.0 The CM@Risk shall furnish labor, materials, equipment, transportation, utilities, services, and facilities required and necessary to perform all Work required by the contract document, and to completely and totally construct the same and install the material therein for the City. All Work will be performed in a good, workmanlike, and substantial manner within the care and skill of a qualified CM@Risk in Alvin, Texas. The Work shall be to the satisfaction of the City and strictly pursuant to and in conformity with the Project's Contract Documents as modified. It is not required that the services be performed in the sequence in which they are described.

2.1. General Services

2.1.1. CM@Risk's Representative shall be reasonably available to City and shall have the necessary expertise and experience required to supervise the Work. CM@Risk's Representative shall communicate regularly with City but not less than once a week and shall be vested with the authority to act on behalf of CM@Risk. CM@Risk's Representative may be replaced only with the written consent of City.

2.1.2 City's Project Management Information System (FNI Manager)

2.1.2.1 The CM@Risk will be required to maintain all project records in electronic format. Any documents submitted to the City or Engineer in electronic format shall be considered an equivalent to the original of such document.

2.1.2.2 The CM@Risk can expect to use FNIManager to process all primary contract documents related to the construction phase of the Project including requests for interpretation/information, potential Change Orders, Change Orders, construction meeting minutes, Submittals, Design Professional's supplemental instructions, Project Schedules, and Applications for Payment.

2.1.2.3 The CM@Risk will be required to process information into electronic digital form. In order to fulfill this requirement, the CM@Risk shall provide all necessary equipment to perform the functions necessary to generate, convert, store, maintain, connect to FNIManager, and transfer electronic data.

2.1.2.4 CM@Risk shall provide a computerized networked office platform with broadband internet connectivity. Wired or wireless is acceptable. This platform shall function well in a web-based environment utilizing an internet browser compatible with the FNIManager system.

2.2 Government Approvals and Permits

2.2.1 Unless otherwise provided, CM@Risk shall obtain or assist the City to obtain all necessary permits, approvals, and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. **The CM@Risk is specifically reminded of the need to obtain the necessary environmental permits and file the necessary environmental notices.**

2.2.2 Copies of these permits and notices must be provided to the City's Representative prior to starting the permitted activity. In the case of Fire Department permits, a copy of the application for permit shall also be provided to the City's Representative. This provision does not constitute an assumption by the City of an obligation of any kind for violation of said permit or notice requirements.

2.2.3 City shall be responsible for all City of Alvin review and permit fees for building and demolition permits. City will also pay the review and permit fees for grading and drainage, water, sewer right-of-way, and landscaping. City shall also pay the utility design fees for permanent services.

2.2.4 CM@Risk shall be responsible for all other permits and review fees not specifically listed in Subsection 2.2.3 above. CM@Risk is responsible for the cost of water meter(s), and all water bills on the project meters until Substantial Completion of the Project. Arrangements for construction water are the CM@Risk's responsibility.

2.3 Pre-construction Conference

2.3.1 Prior to the commencement of any Work, the City's Representative will schedule a pre-construction conference.

2.3.2 The purpose of this conference is to establish a working relationship between the CM@Risk, various City agencies, and other stakeholders. The agenda will include critical elements of the work schedule, submittal schedule, cost breakdown of major lump sum items, Application for Payment and processing, coordination with the involved stakeholders, the level of Record Project Documents required, and emergency telephone numbers for all representatives involved in the course of construction.

2.3.3 The Notice to Proceed date will be decided by the mutual acceptance of the Owner and CM@Risk. After the conference, a Notice to Proceed letter will be issued confirming the construction start date, Performance Period, and, if applicable, the Substantial Completion date. If a Substantial Completion date is established, the conditions of the Substantial Completion will be listed.

2.3.4 The CM@Risk shall provide a schedule of values based on the categories used in the buyout of the Work but not greater than the approved GMP and identifying the CM@Risk's Contingency. The schedule of values will subdivide the Work into all items comprising the Work.

2.3.5 Minimum attendance by the CM@Risk shall be the CM@Risk's Representative, who is authorized to execute and sign documents on behalf of the firm, the job superintendent, and the CM@Risk's safety officer.

2.4 Control of the Work

2.4.1 Unless otherwise provided in the Contract Documents to be the responsibility of City or a separate contractor, CM@Risk shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, and other temporary facilities to permit CM@Risk to complete the Work consistent with the Contract Documents.

2.4.2 CM@Risk shall perform all construction activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents. CM@Risk shall at all times exercise complete and exclusive control over the means, methods, sequences, and techniques of construction.

2.4.3 CM@Risk, the CM@Risk's Representative or other authorized representative shall be present at the Site at all times that construction activities are taking place.

2.4.3.1 All elements of the Work will be under the direct supervision of a foreman or their designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the Work.

- 2.4.4** In the event of noncompliance with this Section, the City may require the CM@Risk to stop or suspend the Work in whole or in part. Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is the CM@Risk's responsibility to ensure the Subcontractor employed for such Work is approved by the manufacturer.
- 2.4.5** Before ordering materials or doing work, the CM@Risk and each Subcontractor shall verify measurements at the Site and shall be responsible for the correctness of such measurements. With the exception of subsurface and otherwise mutually agreed upon inaccessible conditions, no increase to the approved GMP will be allowed because of differences between actual dimensions and the dimensions indicated in the Contract Documents; differences, which may be found, shall be submitted to the City for resolution before proceeding with the Work.
- 2.4.6** The CM@Risk shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the CM@Risk with the Contract Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to the City immediately upon discovery.
- 2.4.7** The CM@Risk shall establish and maintain all primary building and construction grades, lines, levels, and benchmarks, and shall be responsible for accuracy and protection of same. This Work shall be performed or supervised by a licensed civil engineer or surveyor in the State of Texas.
- 2.4.8** Any person employed by the CM@Risk or any Subcontractor who, in the reasonable opinion of the City, does not perform their work in a proper, skillful, and safe manner or is intemperate or disorderly shall, at the written request of the City, be removed from the Work by CM@Risk or Subcontractor employing such person, and shall not be employed again in any portion of Work without the written approval of the City. **THE CM@RISK OR SUBCONTRACTOR SHALL KEEP THE CITY HARMLESS FROM DAMAGES OR CLAIMS WHICH MAY OCCUR IN THE ENFORCEMENT OF THIS SECTION.**
- 2.4.9** CM@Risk assumes responsibility to the City for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between City and any Subcontractor or Sub-subcontractor, including any third-party beneficiary rights.
- 2.4.10** CM@Risk shall coordinate the activities of all Subcontractors. If City performs other work on the Project or at the Site with separate contractors under City's control, CM@Risk agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.
- 2.5 Control of the Work Site**
- 2.5.1** Throughout all phases of construction, including suspension of Work, CM@Risk shall keep the Site reasonably free from debris, trash, and construction wastes to permit CM@Risk to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, CM@Risk shall remove all debris, trash, construction wastes, materials, equipment, machinery, and tools arising from the Work or applicable portions thereof to permit City to occupy the Project or a portion of the Project for its intended use.
- 2.5.2** CM@Risk shall take all reasonable steps, procedures, or means to prevent any dust nuisance due to construction operations. The dust control measures shall be maintained at all times to the satisfaction of the City and in accordance with the local requirements.

- 2.5.3** CM@Risk shall maintain ADA and ANSI accessibility requirements during construction activities in an occupied building or facility. ADA and ANSI accessibility requirements may include parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. CM@Risk shall be responsible for the coordination of all work to minimize disruption to building occupants and facilities.
- 2.5.4** Only materials and equipment which are to be used directly in the Work will be brought to and stored on the Site by the CM@Risk. When equipment is no longer required for the Work, it will be removed promptly from the Site. Protection of construction materials and equipment stored at the Site from weather, theft, damage, and all other adversity is solely the responsibility of the CM@Risk.
- 2.6 Shop Drawings, Product Data and Samples**
- 2.6.1** Shop Drawings, Product Data, Samples, and Submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the CM@Risk proposes to conform to the information given and the design concept expressed in the Contract Documents.
- 2.6.2** The CM@Risk shall review, approve, verify, and submit to the City each Shop Drawing, Product Data, Sample, and Submittal required by the Contract Documents in accordance with the approved GMP schedule as shown in Exhibit B as to cause no delay in the Work or in the activities of the City or of separate contractors. Submittals made by the CM@Risk, which are not required by the Contract Documents, may be returned without action.
- 2.6.3** The CM@Risk shall perform no portion of the Work requiring Submittal and review of Shop Drawings, Product Data, Samples, or similar Submittals until the respective submittal has been approved by the City. Such Work will be in accordance with approved Submittals.
- 2.6.4** By approving, verifying, and submitting Shop Drawings, Product Data, Samples, and similar Submittals, the CM@Risk represents that the CM@Risk has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- 2.6.5** The CM@Risk shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City's approval of Shop Drawings, Product Data, Samples, or similar Submittals unless the CM@Risk has specifically informed the City in writing of such deviation at the time of submittal and the City has given written approval to the specific deviation. The CM@Risk shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar Submittals by the City's approval thereof.
- 2.6.6** The CM@Risk shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar Submittals, to revisions other than those requested by the City on previous submittals.
- 2.6.7** Informational Submittals upon which the City is not expected to take responsive action may be so identified in the Contract Documents.
- 2.6.8** When professional certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, the City shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

2.7 Quality Control, Testing and Inspection

- 2.7.1** All materials used in the Work will be new and unused, unless otherwise noted, and shall meet all quality requirements of the Contract Documents.
- 2.7.2** All construction materials to be used on the Work or incorporated into the Work, equipment, plant, tools, appliances, or methods to be used in the Work may be subject to the inspection and approval or rejection by the City. Any material rejected by the City shall be removed immediately and replaced in an acceptable manner.
- 2.7.3** The procedures and methods used to sample and test material will be determined by the City.
- 2.7.4** The City may select a pre-qualified City or independent testing laboratory and may perform additional acceptance testing at the City's cost.
 - 2.7.4.1** When the first and subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance will be paid for by the CM@Risk. CM@Risk's Contingency cannot be utilized for the cost of re-testing.
 - 2.7.4.2** When the first and subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.
- 2.7.5** The CM@Risk will cooperate with the selected testing laboratory and all others responsible for testing and inspecting the work and shall provide them with access to the Work at all times.
- 2.7.6** At the option of the City, materials may be approved at the source of supply before delivery is started.
- 2.7.7** Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority, and which are made by a legally constituted authority, shall be the responsibility of and will be paid by the CM@Risk as a Cost of the Work, unless otherwise provided in the Contract Documents or unless required by Chapter 2269 of the Texas Government Code.
- 2.7.8** CM@Risk's convenience and quality control testing and inspections shall be the sole responsibility of the CM@Risk and paid by the CM@Risk as a Cost of the Work.

2.8 Trade Names and Substitutions

- 2.8.1** Contract Document references to equipment, materials, or patented processes by manufacturer, trade name, make or catalog number, unless indicated that no substitutions are permitted, substitute, or alternate items may be permitted, subject to the following:
- 2.8.2** The proposed substitution will be submitted by CM@Risk in writing to the City.
- 2.8.3** The CM@Risk shall certify that the proposed substitution will perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.
- 2.8.4** The Submittal will state any required changes in the Contract Documents to adapt the design to the proposed substitution.
- 2.8.5** The Submittal will contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including cost of design, license fees, royalties, and testing. Also, the Submittal will include any adjustment in the Contract Time created by the proposed substitution.

2.8.6 The CM@Risk, if requested by the City, shall submit Samples or any additional information that may be necessary to evaluate the acceptability of the proposed substitution.

2.8.7 The City will make the final decision and will notify the CM@Risk in writing as to whether the proposed substitution has been accepted or rejected. If the City does not respond in a timely manner, the CM@Risk shall continue to perform the Work in accordance with the Contract Documents and the proposed substitution will be considered rejected.

2.9 Project Record Documents

2.9.1 During the construction period, the CM@Risk shall maintain at the jobsite a set of blueline or blackline prints of the Construction Document drawings and shop drawings for project record document purposes.

2.9.1.1 The CM@Risk shall mark these drawings to indicate the actual installation where the installation varies from the original Construction Documents, with particular attention to information on concealed elements, which would be difficult to identify or measure and to be recorded later. Items required to be marked include but are not limited to:

- Dimensional changes to the drawings.
- Revisions to details shown on drawings.
- Depths of foundations.
- Locations and depths of underground utilities.
- Revisions to routing of piping and conduits.
- Revisions to electrical circuitry.
- Actual equipment locations.
- Locations of concealed internal utilities.
- Changes made by Change Order.
- Details not on original Contract Drawings.

2.9.1.2 Mark completely and accurately project record drawing prints of Construction Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents' location.

2.9.1.3 Note the designated number of a request for interpretations, Submittal, Change Order or other documents as required to identify the source of the change to the Construction Documents.

2.9.1.4 The CM@Risk shall as a condition of Substantial Completion, submit project record drawing and Shop Drawings prints to the City or its representative for review and comment.

2.9.2 Upon receipt of the reviewed project record drawings from the City, the CM@Risk shall correct any deficiencies and/or omissions to the drawings and prepare for submission to the City within fourteen (14) Days.

2.10 Project Safety

2.10.1. CM@Risk recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto.

2.10.2. CM@Risk assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

- 2.10.3.** CM@Risk shall, prior to commencing construction, designate a safety representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, CM@Risk's safety representative shall be an individual stationed at the Site who may have other responsibilities on the Project in addition to safety.
- 2.10.4.** The safety representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with CM@Risk's personnel, Subcontractors, and others as applicable.
- 2.10.5.** CM@Risk and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any City-specific safety requirements set forth in the Contract Documents, provided that such City-specific requirements do not violate any applicable Legal Requirement.
- 2.10.6.** CM@Risk will immediately report in writing any safety-related injury, loss, damage, near-miss, or accident arising from the Work to City's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.
- 2.10.7.** CM@Risk's responsibility for safety under this Section is not intended in any way to relieve Subcontractors and Sub-subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages or accidents resulting from their performance of the Work.

2.11 Warranty

- 2.11.1.** CM@Risk warrants to City that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship.
- 2.11.2.** CM@Risk's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than CM@Risk or anyone for whose acts CM@Risk may be liable.
- 2.11.3.** CM@Risk's warranty obligation shall be for one (1) year.

Nothing in this warranty is intended to limit any manufacturer's warranty which provides City with greater warranty rights than set forth in this Section or the Contract Documents. CM@Risk will provide City with all manufacturers' warranties upon Substantial Completion.

2.12 Correction of Non-Conforming Work

- 2.12.1.** CM@Risk agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.11 above, within a period of one year from the date of Substantial Completion of the Work or any portion of the Work, or within such longer period to the extent required by the Contract Documents. A progress payment, or partial or entire use or occupancy of the Project by the City, shall not constitute acceptance of Work.
- 2.12.2.** During the Work, CM@Risk shall take meaningful steps to commence correction of such nonconforming Work as notified by the City within five (5) Days of such notice. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CM@Risk fails to commence

the necessary steps during the Work, City, in addition to any other remedies provided under the Contract Documents, may provide CM@Risk with written notice that City will commence correction of such nonconforming Work with its own forces.

- 2.12.3.** CM@Risk shall take meaningful steps to commence correction of nonconforming Work subject to Section 2.11 above, within seven (7) Days of receipt of written notice from City. This includes the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If CM@Risk fails to commence the necessary steps within such seven (7) Day period, City, in addition to any other remedies provided under the Contract Documents, may provide CM@Risk with written notice that City will commence correction of such nonconforming Work with its own forces.
- 2.12.4.** If City does perform such corrective Work, CM@Risk shall be responsible for all reasonable costs incurred by City in performing such correction.
- 2.12.5.** If the nonconforming Work creates an emergency requiring an immediate response, the CM@Risk will notify the City as soon as practicable, and respond and initiate corrections within twenty-four (24) hours. Should City choose to respond to the emergency with its own staff or contractors, CM@Risk will cooperate and support the City in such response.
- 2.12.6.** The one-year period referenced in Subsection 2.11.3 above applies only to CM@Risk's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies City may have regarding CM@Risk's other obligations under the Contract Documents.

Article 3 – City’s Services and Responsibilities

3.1 Duty to Cooperate

- 3.1.1** City shall, throughout the performance of the Work, cooperate with CM@Risk and perform its responsibilities, obligations, and services in a timely manner to facilitate CM@Risk’s timely and efficient performance of the Work and so as not to delay or interfere with CM@Risk’s performance of its obligations under the Contract Documents.
- 3.1.2** City shall furnish at the CM@Risk’s request, at no cost to the CM@Risk, a CADD file of the Construction Documents in AutoCAD format.
- 3.1.3** The Design Professional will provide training in the use and operation of FNiManager.

3.2 City’s Representative

- 3.2.1** City’s Representative shall be responsible for providing City-supplied information and approvals in a timely manner to permit CM@Risk to fulfill its obligations under the Contract Documents.
- 3.2.2** City’s Representative shall also provide CM@Risk with prompt notice if it observes any failure on the part of CM@Risk to fulfill its contractual obligations, including any default or defect in the Project or non-conformance with the Contract Documents.
- 3.2.3** The City may utilize field inspectors to assist the City’s Representative during construction in observing performance of the CM@Risk. The inspector is present for the purpose of assisting the City’s Representative and is not an inspector with a City regulatory agency or an inspector from a City laboratory pursuant to Subsection 2.7.4.
 - 3.2.3.1** Through onsite observation of the Work in progress and field checks of materials and equipment, the inspector will endeavor to provide observations that the Work is in conformance with the Contract Documents.
 - 3.2.3.2** The inspector is authorized to inspect all Work and materials furnished. Such inspection may extend to all or part of the Work and to the preparation, fabrication or manufacture of the materials to be used.
 - 3.2.3.3** The inspector is not authorized to issue instructions contrary to the Construction Documents or to direct the means and methods of the Work performed by the CM@Risk.
 - 3.2.3.4** The inspector shall have the authority to reject work or materials until any questions at issue can be decided by the City’s Representative.
 - 3.2.3.5** The furnishing of such services for the City shall neither make nor imply the City responsible for or give the City control over construction means, methods, techniques, sequence or procedures, or for safety precautions or programs or responsibility for the CM@Risk’s failure to perform the work in accordance with Contract Documents.

3.3 Design Professional Services

3.3.1 The City may contract separately with one or more Design Professionals to provide construction administration for the Project. The Design Professional's contract, as well as other firms hired by the City, shall be furnished to the CM@Risk. The CM@Risk shall not have any right, however, to limit or restrict any contract modifications that are mutually acceptable to the City and Design Professional.

3.3.2 The City may contract with the Design Professional to provide some or all of the following services during the performance of the Work.

3.3.2.1 Provide oversight of the Work and facilitate project communications. The City and CM@Risk shall endeavor to communicate through the Design Professional. Communications by and with the Design Professional's consultants shall be through the Design Professional.

3.3.2.2 Site visits at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and work in progress and to determine in general if the Work is being performed in accordance with the Contract Documents. The Design Professional will keep the City informed of progress of the Work and will endeavor to guard the City against defects and deficiencies in the Work. The Design Professional may have authority to reject construction which does not conform to the Construction Documents and to require additional inspection or testing of the construction in accordance with Section 2.7.

3.3.2.3 Review and approve or take other appropriate action upon the CM@Risk's Submittals such as Shop Drawings, Product Data, and Samples in accordance with Section 2.6.

3.3.2.4 Interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the City or CM@Risk. The Design Professional's response to such requests will be made with reasonable promptness.

3.3.2.5 Prepare Change Orders and may authorize minor changes in the Work as provided in Article 6.

3.3.2.6 Conduct inspections to determine Substantial Completion and Final Acceptance.

3.3.2.7 Receive and forward to the City for the City's review and records written warranties and related documents required by the Contract Documents and assembled by the CM@Risk.

3.4 City's Separate Contractors. City is responsible for all work performed on the Project or at the Site by separate contractors under City's control. City shall contractually require its separate contractors to cooperate with and coordinate their activities so as not to interfere with the CM@Risk in order to enable CM@Risk to timely complete the Work consistent with the Contract Documents. Any City separate contractors will be subject to City insurance and subrogation requirements.

3.5 Permit Review and Inspections

3.5.1 If requested by the CM@Risk, the City's Representative will provide assistance and guidance in obtaining necessary reviews, permits, and inspections.

3.5.2 Regulating agencies of the City, such as Public Works and Fire Department, enforce Legal Requirements. These enforcement activities are not subject to the responsibilities of the City under this Agreement.

Article 4 – Contract Time

4.0. Contract Time

- 4.0.1.** Contract Time shall start with the commencement date established in the Notice to Proceed for GMP No. 1 and end with Substantial Completion of all Work.
- 4.0.2.** Each GMP will establish a separate commencement date and a date of Substantial Completion and a Performance Period. The Performance Periods may not be sequential and may run concurrently. The Period to achieve Substantial Completion for each GMP shall be set forth in each GMP submission.
- 4.0.3.** CM@Risk agrees that it will commence performance of the Work and achieve the Performance Periods and Contract Time.
- 4.0.4.** All of the times set forth in this Article 4 shall be subject to adjustment in accordance with Article 6.

4.1. Substantial Completion

- 4.1.1.** Substantial Completion shall be for the entire Project unless a partial Substantial Completion is identified in the approved GMP schedule and stated in the Notice to Proceed letter. Substantial Completion shall be in accordance with its definition in Article 1, and with the criteria set forth in the Notice to Proceed.
- 4.1.2.** Prior to notifying the City in accordance with Subsection 4.1.3 below, the CM@Risk shall inspect the Work and prepare and submit to the City a comprehensive list of items to be completed or corrected. The CM@Risk shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the CM@Risk to complete all Work in accordance with the Contract Documents.
- 4.1.3.** CM@Risk shall notify City when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is substantially complete.
- 4.1.4.** Within five (5) Days of City's receipt of CM@Risk's notice, City and CM@Risk will jointly inspect such Work to verify that it is substantially complete in accordance with the requirements of the Contract Documents.
- 4.1.5.** If such Work is substantially complete, City shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed within sixty (60) days before Final Acceptance, (iii) provisions (to the extent not already provided in the Contract Documents) establishing City's and CM@Risk's responsibility for the Project's security, maintenance, utilities, and insurance pending Final Acceptance, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.
- 4.1.6.** City, at its option, may use a portion of the Work which has been determined to be substantially complete, provided, however, that (i) a Certificate of Substantial Completion has been issued for the portion of Work addressing the items set forth in Subsection 4.1.5 above, (ii) CM@Risk and City have obtained the consent of their sureties and insurers, and to the extent applicable, the appropriate government authorities having jurisdiction over the Project, and (iii) City and CM@Risk agree that City's use or occupancy will not interfere with CM@Risk's completion of the remaining Work.

- 4.2. Final Acceptance.** Upon receipt of written notice that the Work or identified portions of the Work is ready for final inspection and acceptance, City and CM@Risk will jointly inspect to verify that the remaining items of Work have been completed as set forth in Subsection 4.1.5. The City will issue a Final Acceptance Letter and payment pursuant to Section 7.5.
- 4.3. Liquidated Damages**
- 4.3.1.** CM@Risk recognizes that *time is of the essence* for the CM@Risk to achieve Substantial Completion and City will suffer financial loss if the Work is not completed within the Contract Time. The Contractor also recognizes the delays, expense and difficulties involved in proving in a legal proceeding, the actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, Contractor agrees that as liquidated damages for delay (but not as a penalty), Contractor shall pay City Two Thousand Dollars (\$2,000.00) for each day that expires after the Contract Time, as adjusted in accordance with this Contract, until the Day that Substantial Completion occurs.
- 4.3.2.** The City may at its sole discretion deduct from any monies due or which may become due the CM@Risk, a sum as specified herein, for each and every day that the Work shall remain uncompleted. This sum shall be considered, not as penalty, but as the cost(s) for substantial losses suffered by the public and the City. Liquidated damages are intended to compensate the City for the CM@Risk's failure to meet the deadlines set forth herein, and shall not excuse the CM@Risk from liability from any other breach of requirements of the Contract Documents, including any failure of the Work to conform to applicable requirements. The CM@Risk agrees that the sums in Section 4.3.1 are reasonable in light of the anticipated or actual harm caused by the delay and breach, the difficulties of the proof of loss, and the inconvenience or nonfeasibility of otherwise obtaining an adequate remedy.
- 4.3.3.** The parties acknowledge, covenant, and agree that the daily basis and the amount set forth above for liquidated damages are reasonable because of the unique nature of the Project as a benefit to the public; the fact that inconvenience to the public will be one of the significant impacts of any failure by the CM@Risk to timely complete the Work; and that it is impracticable and extremely difficult to ascertain and determine the actual losses which would accrue to the City and the public. Permitting the CM@Risk to continue and finish the Work, or any portion thereof, after the time fixed for its completion, shall in no way operate as a waiver on the part of the City of any of its rights under the Contract.
- 4.4.** The CM@Risk and City waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes damages incurred by the City 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 damages incurred by the CM@Risk for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except actual profit arising directly from the completed Work. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 9. Nothing contained in this Section 4.4 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.
- 4.5. Project Schedule**
- 4.5.1.** The Project Schedule approved as part of a GMP shall be updated and maintained throughout the Work.

- 4.5.2.** The Project Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve CM@Risk of its obligations to complete the Work within the Contract Time, as such dates may be adjusted in accordance with the Contract Documents.
- 4.5.3.** Updated Project Schedules shall be submitted monthly in electronic forms to the City as part of the Payment Request.
- 4.5.4.** CM@Risk shall provide City with a monthly status report with each Project Schedule detailing the progress of the Work, including: (i) if the Work is proceeding according to Project Schedule, (ii) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (iii) other items that require resolution so as not to jeopardize ability to complete the Work as presented in the GMP proposal and within the Contract Time. Each status report shall also include the following:
- Description of problem tasks (referenced to field instructions, or requests for interpretation, as appropriate)
 - Current and anticipated delays including:
 - Cause of the delay
 - Corrective action and schedule adjustments to correct the delay
 - Known or potential impact of the delay on other activities, Milestones, and the date of Substantial Completion
 - Changes in construction sequence
 - Pending items and status thereof including:
 - Time Extension requests
 - Other items
 - Substantial Completion date status:
 - If ahead of schedule, the number of Days ahead
 - If behind schedule, the number of Days behind
 - Other project or scheduling concerns
- 4.5.5.** City's review of and response to the Project Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review will not relieve the CM@Risk from compliance with the requirements of the Contract Documents or be construed as relieving the CM@Risk of its complete and exclusive control over the means, methods, sequences, and techniques for executing the Work.
- 4.5.6.** The Project Schedule will include a Critical Path Method (CPM) diagram schedule that will show the sequence of activities, the interdependence of each activity, and indicate the Critical Path.
- 4.5.6.1.** The CPM diagram schedule will be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all activities except critical activities. The CPM diagram shall be presented in a time-scaled graphical format for the Project as a whole.
- 4.5.6.2.** The CPM diagram schedule will indicate all relationships between activities.
- 4.5.6.3.** The activities making up the schedule will be in sufficient detail to assure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.
- 4.5.6.4.** The CPM diagram schedule will be based upon activities, which would coincide with the schedule of values, but the Project Schedule is not required to be cost-loaded.
- 4.5.6.5.** The CPM diagram schedule will show all critical submittals associated with each work activity and the reasonable review time for each submittal.

- 4.5.6.6.** The Project Schedule will show Milestones, including Milestones for Owner-furnished information, and shall include activities for Owner-furnished equipment and furniture when those activities are interrelated with the CM@Risk activities.
- 4.5.6.7.** The Project Schedule will include a Critical Path activity that reflects anticipated rain delay during the performance of the Contract. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the site. Weather data shall be based on information provided by the National Weather Services or other approved source.
- 4.5.7.** The Project Schedule will consider the City's occupancy requirements showing portions of the Project having occupancy priority, and Contract Time.
- 4.5.8.** Float time will be as prescribed below.
- 4.5.8.1.** The total Float within the overall Project Schedule, is not for the exclusive use of either the City or the CM@Risk but is jointly owned by both and is a resource available to and shared by both parties as needed to meet contract Milestones and the Project Contract Time.
- 4.5.8.2.** The CM@Risk shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing, etc. Since Float time within the Project Schedule is jointly owned, no time extensions will be granted or delay damages paid until a delay occurs which extends the Work beyond the Substantial Completion date.

Since Float time within the Project Schedule is jointly owned, it is acknowledged that delays on the Project may be offset by time savings.

Article 5 – Guaranteed Maximum Price

- 5.0.** The CM@Risk agrees to do all Work as aforesaid for the construction of said improvements and to completely construct the same and install the material therein, as called for by this Agreement free and clear of all liens, provided that Owner has met its payment obligations under this Agreement, in the manner and under the conditions specified within the time, or times, stated in the approved GMP proposal.
- 5.1. Guaranteed Maximum Price**
- 5.1.1.** The Guaranteed Maximum Price will be as approved in the Guaranteed Maximum Price proposal attached as an Exhibit.
- 5.1.2.** Guaranteed Maximum Price is composed of the following lump sum amounts defined below. The CM@Risk is at risk to cover any additional Project costs.
- 5.1.2.1** Cost of the Work, General Conditions Costs and the Construction Fee are firm fixed lump sums, but subject to adjustments as permitted in the Contract Documents.
- 5.1.2.2** Any additional fees tied to use of the Owner's Contingency shall not exceed 8% of any approved use of Owner's Contingency, subject to adjustments as permitted in the Contract Documents.
- 5.1.2.3** CM@Risk's Contingency is a firm fixed lump sum amount the CM@Risk may use under the following conditions: (1) at its discretion for increases in the Cost of the Work, or (2) with written approval of the City for increases in General Condition Costs, which approval will not be unreasonably withheld. CM@Risk's Contingency is assumed to be a direct project cost so will have received all markups at the time of GMP submission.
- 5.1.2.3.1** As part of the proposal to release contingency funds, the CM@Risk shall make the appropriate changes to the schedule of values and include them in the package for approval. The CM@Risk shall deduct the amount of CM@Risk's Contingency funds used from the CM@Risk's Contingency line item and add the same amount to the line item on the schedule of values where the funds were used. If the CM@Risk's Contingency funds are used for a new line item that was not given with the original schedule of values, that will be so indicated.
- 5.1.2.4** As a City public procurement project this Project is tax exempt appropriate tax exemption forms shall be provided to the CM@Risk.
- 5.1.3** Owner's Contingency are funds to be used at the discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen site conditions. Owner's Contingency will be added to the GMP amount provided by the CM@Risk, the sum of which will be the total contract price for construction. Markups for Construction Fee and taxes will be applied by the CM@Risk at the time that Owner's Contingency is used.
- 5.1.4** The GMP is subject to adjustments made in accordance with Article 6 and by GMP amendments to this Agreement.
- 5.1.5** GMPs are cumulative including CM@Risk Contingency. The amount of CM@Risk Contingency for each GMP amendment will be negotiated separately and shall reflect the CM@Risk's risk from that point in the project forward.
- 5.1.5.1** If the GMP requires an adjustment due to changes in the Work or other causes as allowed in the Contract Documents, the cost of such changes is determined subject to Article 6. The markups that shall be allowed on such changes shall be no greater than the markups delineated in Article 6.

Article 6 – Changes to the Contract Price and Time

6.0. Delays to the Work

- 6.0.1.** If CM@Risk is delayed in the performance of the Work that will cause a change in the date of Substantial Completion due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom CM@Risk is responsible, the Contract Times for performance shall be reasonably extended by Change Order.
- 6.0.2.** The CM@Risk shall request an increase in the Contract Time by written notice including an estimate of probable effect of delay on progress of the Work. In the event of a continuing delay, only one request is necessary. Such notice shall not be later than fourteen (14) Days after such condition or event has been encountered.
- 6.0.3.** By way of example, events that will entitle CM@Risk to an extension of the Contract Time include acts or omissions of City or anyone under City's control (including separate contractors), changes in the Work, Differing Site Conditions, Hazardous Conditions, delays by regulating agencies, wars, floods, labor disputes, unusual delay in transportation, epidemics, earthquakes, adverse weather conditions not reasonably anticipated, and other acts of God.
- 6.0.4.** If adverse weather conditions (see General Conditions) are the basis for a request for additional Contract Time, such requests shall be documented by data substantiating that weather conditions were abnormal for the period of time and that weather conditions had an adverse effect on the scheduled Substantial Completion.
- 6.0.5.** It is understood, however, that permitting the CM@Risk to proceed to complete any Work, or any part of the Work, after the date to which the time of completion may have been extended, shall in no way act as a waiver on the part of the City of any of its legal rights herein.
- 6.0.6.** In addition to CM@Risk's right to a time extension for those events set forth in this Section, CM@Risk shall also be entitled to an appropriate adjustment of the Contract Price provided, however, that the Contract Price shall not be adjusted for those events set forth in this Section that are beyond the control of both CM@Risk and City, including the events of war, floods, labor disputes, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God. In the event of an occurrence under this Section, the CM@Risk and any Subcontractors or Sub-Subcontractors, as applicable, will be excused from any further performance or observance of the requirements so affected for as long as such circumstances prevail and the CM@Risk and any Subcontractors or Sub-Subcontractors, as applicable, continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. The CM@Risk and any Subcontractors or Sub-Subcontractors, as applicable, shall immediately notify the City's Representative by telephone (to be confirmed in writing within five (5) Days of the inception of such occurrence) and describe at a reasonable level of detail the circumstances causing the non-performance or delay in performance.

6.1. Differing Site Conditions

- 6.1.1.** If CM@Risk encounters a Differing Site Condition, CM@Risk will be entitled to an adjustment in the Contract Price and/or Contract Times to the extent CM@Risk's cost and/or time of performance are adversely impacted by the Differing Site Condition so long as CM@Risk complies with the provisions of the Contract Documents in notification, coordination, and resolution of the Differing Site Condition.

- 6.1.2.** Upon encountering a Differing Site Condition, CM@Risk shall provide prompt written notice to City of such condition, which notice shall not be later than seven (7) Days after such condition has been encountered. CM@Risk shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

6.2. Errors, Discrepancies and Omissions

- 6.2.1.** If the CM@Risk observes errors, discrepancies, or omissions in the Contract Documents, they shall promptly notify the Design Professional and request clarification.
- 6.2.2.** If the CM@Risk proceeds with the Work affected by such known errors, discrepancies, or omissions, without receiving such clarifications, they do so at their own risk. Adjustments involving such circumstances made by the CM@Risk prior to clarification by the Design Professional shall be at the CM@Risk's risk.

6.3. City Requested Change in Work

- 6.3.1.** The City reserves the right to make, at any time during the progress of the Work, such alterations as may be found necessary or in the City's best interest.
- 6.3.2.** Such alterations and changes will not invalidate this Agreement nor release the surety, and the CM@Risk agrees to perform the Work as altered, the same as if it has been a part of the original Contract Documents.
- 6.3.3.** The City will request a proposal for a change in Work from CM@Risk, and an equitable adjustment in the Contract Price and/or Contract Times shall be made based on a mutual agreed upon cost and time.

6.4. Legal Requirements

- 6.4.1.** The Contract Price and/or Contract Times shall be adjusted to compensate CM@Risk for the effects of any changes in the Legal Requirements enacted after the date of the Agreement or the date of the GMP proposal, affecting the performance of the Work.

6.5. Change Directives and Change Orders

- 6.5.1.** City and CM@Risk shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for a Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the adjustment.
- 6.5.2.** All changes in Work authorized by Change Orders shall be performed under the conditions of the Contract Documents.

6.6. Minor Changes in the Work

- 6.6.1.** Minor changes in Work will not involve an adjustment in the Contract Price and/or Contract Times.
- 6.6.2.** The City has authority to order minor changes in Work that do not materially and adversely affect the Contract Price or Contract Time, including the design, quality, performance, and workmanship required by the Contract Documents. Such changes shall be affected by written order and shall be binding on the City and CM@Risk. The CM@Risk shall carry out such written orders promptly.

- 6.6.3.** CM@Risk may make minor changes in Work, provided, however that CM@Risk shall promptly inform City, in writing, of any such changes and record such changes, if appropriate, on the Project Record Documents maintained by CM@Risk.

6.7. Contract Price Adjustments

- 6.7.1.** The increase or decrease in Contract Price resulting from a change in the Work shall be determined by one or more of the following methods:
- 6.7.1.1.** Unit prices set forth in the Agreement or as subsequently agreed to between the parties;
- 6.7.1.2.** A mutually accepted, lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by City; or
- 6.7.1.3.** Estimated cost of the Work, General Conditions Costs, if applicable, Construction Fee, and tax.
- 6.7.2.** The markups that shall be allowed on such changes shall be no greater than the agreed upon Construction Fee.
- 6.7.3.** If an increase or decrease cannot be agreed to as set forth in Subsections 6.7.1.1 through 6.7.1.3 above and City issues a Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit as shown in each GMP exhibit, as may be set forth in the Agreement. CM@Risk shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.
- 6.7.4.** If unit prices are set forth in the Contract Documents or are subsequently agreed to by the parties, but application of such unit prices will cause substantial inequity to City or CM@Risk because of differences in the character or quantity of such unit items as originally contemplated, such unit prices shall be equitably adjusted.
- 6.7.5.** If City and CM@Risk disagree upon whether CM@Risk is entitled to be paid for any services required by City, or if there are any other disagreements over the scope of Work or proposed changes to the Work, City and CM@Risk shall resolve the disagreement pursuant to Article 8 hereof.
- 6.7.5.1.** As part of the negotiation process, CM@Risk shall furnish City with a good faith estimate of the costs to perform the disputed services in accordance with City's interpretations.
- 6.7.5.2.** If the parties are unable to agree and City expects the CM@Risk to perform the services in accordance with City's interpretations, CM@Risk shall proceed to perform the disputed services, conditioned upon City issuing a written order to CM@Risk (i) directing CM@Risk to proceed and (ii) specifying City's interpretation of the services that are to be performed.
- 6.7.6. Emergencies.** In any emergency affecting the safety of persons and/or property, CM@Risk shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time resulting from emergency work under this Section shall be determined as provided in this Article.

Article 7 – Procedure for Payment

7.0. For and in consideration of the faithful performance of the Work herein embraced as set forth in the Contract Documents, which are a part hereof and in accordance with the directions of the City and to its satisfaction, the City agrees to pay the said CM@RISK the actual Cost of the Work and any applicable General Conditions Costs including, insurance and bonding, taxes, if any, and the CM@Risk's Construction Fee, but no more than the GMP as adjusted by any Change Orders. Payment for the specific work under this Agreement will be made in accordance with payment provisions detailed below.

7.1. GMP Payment Request

7.1.1. At the pre-construction conference prescribed in Section 2.3, CM@Risk shall submit for City's review and approval a schedule of values. The schedule of values will serve as the basis for monthly progress payments made to CM@Risk throughout the Work.

7.1.2. At least five (5) working days prior to the date established for a Payment Request, the CM@Risk shall submit an updated Project Schedule and meet with the City's Representative to review the progress of the Work as it will be reflected on the Payment Request.

7.1.3. The Payment Request shall constitute CM@Risk's representation that the Work has been performed consistent with the Contract Documents, has progressed to the point indicated in the Payment Request, and that all Work will pass to City free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project and payment, therefore.

7.1.4. The Payment Request may request payment for stored equipment and materials if construction progress is in reasonable conformance with the approved Project Schedule.

7.1.4.1. For equipment and materials suitably stored at the Site, the equipment and materials shall be protected by suitable insurance and City shall receive the equipment and materials free and clear of all liens and encumbrances upon payment, therefore.

7.1.4.2. For materials and equipment stored off the Site and included in Payment Request, the City must approve the storage. The material and equipment must be stored within Brazoria or Harris County and be accessible for City's inspection. The CM@Risk must protect the City's interest and shall include applicable insurance, bonding, storage, and transportation to the Site.

7.1.4.3. All bonds and insurance required for stored materials shall name the City as the loss payee to the extent of its interest in the stored materials.

7.1.5. CM@Risk shall submit Applications for Payment to the City at the beginning of each month beginning with the first month after the construction Notice to Proceed.

7.1.6. With every Payment Request for the Work, CM@Risk will submit an affidavit stating that the CM@Risk has complied with the requirements of Chapter 2258 of the Texas Government Code. The parties hereto agree that any electronic copy of such affidavit shall be treated as an original for all intents and purposes.

7.2. Payment of GMP

7.2.1. City shall make payment in accordance with the provisions of this Contract and Chapter 2251 of the Texas Government Code. Payment will be made no later than thirty (30) Days after the Payment Request is received by the City, but in each case, less the total of payments previously made, and less amounts properly retained under Section 7.3 below.

- 7.2.2.** City shall pay CM@Risk all amounts properly due. If City determines that there is an error in the Payment Request and the CM@Risk is not entitled to all or part of a Payment Request, it will notify CM@Risk in writing within twenty-one (21) Days after the date Payment Request is received by the City. The notice shall indicate the specific amounts City intends to withhold, the reasons and contractual basis for the withholding, and the specific measures CM@Risk must take to rectify City's concerns. CM@Risk and City will attempt to resolve City's concerns. If the parties cannot resolve such concerns, CM@Risk may pursue its rights under the Contract Documents, including those under Article 8 hereof.
- 7.3. Retention on GMP**
- 7.3.1.** City will retain five percent (5%) of each Payment Request amount provided.
- 7.4. Substantial Completion.** Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, City shall release to CM@Risk all retained amounts relating, as applicable, to the entire Work or substantially completed portion of the Work, less an amount of the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.
- 7.5. Final Payment**
- 7.5.1.** After receipt of a final Payment Request, City shall make final payment 30 Days after the receipt by the City, provided that CM@Risk has completed all of the Work in conformance with the Contract Documents and a Final Acceptance Letter has been issued by the City.
- 7.5.2.** At the time of submission of its final Payment Request, CM@Risk shall provide the following information:
- 7.5.2.1.** An affidavit that there are no claims, obligations, or liens outstanding or unsatisfied for labor, services, material, equipment, taxes, or other items performed, furnished or incurred for or in connection with the Work which will in any way affect City's interests;
- 7.5.2.2.** A general release executed by CM@Risk waiving, upon receipt of final payment by CM@Risk, all claims, except those claims previously made in writing to City and remaining unsettled at the time of final payment;
- 7.5.2.3.** Conditional waivers and releases executed by all Subcontractors; and
- 7.5.2.4.** Consent of CM@Risk's surety, if any, to final payment (original with raised seal).
- 7.6. Payments to Subcontractors or Suppliers**
- 7.6.1.** CM@Risk shall pay its Subcontractors or suppliers within ten (10) Days of receipt of each progress payment from the City. The CM@Risk shall pay for the amount of Work performed or materials supplied by each Subcontractor or supplier as accepted and approved by the City with each progress payment. In addition, any reduction of retention by the City to the CM@Risk shall result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work. CM@Risk shall pay Subcontractors or suppliers the reduced retention within ten (10) Days of the payment of the reduction of the retention to the CM@Risk. No contract between CM@Risk and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment and retention reduction as provided herein.

- 7.6.2.** If the CM@Risk fails to make payments in accordance with these provisions, the City may take any one or more of the following actions and CM@Risk agrees that the City may take such actions:
- 7.6.2.1.** To hold the CM@Risk in default under this Agreement;
 - 7.6.2.2.** Withhold future payments including retention until proper payment has been made to Subcontractors or suppliers in accordance with these provisions;
 - 7.6.2.3.** Reject all future offers to perform work for the City from the CM@Risk for a period not to exceed one year from Substantial Completion date of this Project; or
 - 7.6.2.4.** Terminate this Agreement.
- 7.6.3.** All funds paid to the CM@Risk are paid in trust and shall be used for payment of the Subcontractors and Suppliers who have performed work on the Project before the CM@Risk may use any of the funds for any other purpose. Nothing in this provision shall prohibit the CM@Risk from withholding any funds in dispute or back charges or offsets under the provisions of the Subcontract. The CM@Risk shall include a trust fund provision in each subcontract requiring the subcontractor to hold any payment it receives in trust and to use them for payment of its subcontractors and suppliers who have performed work on the Project before Subcontractor may use the funds for any other purpose.
- 7.6.4.** Should the City fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.
- 7.6.5.** CM@Risk shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.
- 7.7. Record Keeping and Finance Controls**
- 7.7.1.** Records of the CM@Risk's direct personnel payroll, reimbursable expenses pertaining to this Project and records of accounts between the City and CM@Risk shall be kept on a generally recognized accounting basis and shall be available for three years after Final Acceptance of the Project.
 - 7.7.2.** The City, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the CM@Risk's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Change Orders. Notwithstanding the foregoing, the composition of any stipulated rates shall not be subject to audit.
 - 7.7.3.** The City reserves the right to decrease Contract Price and/or payments made on this Agreement if, upon audit of the CM@Risk's records, the audit discloses the CM@Risk has provided false, misleading, or inaccurate cost and pricing data.

Article 8 – Claims and Disputes

8.0. Requests for Contract Adjustments and Relief

- 8.0.1.** If either CM@Risk or City believes that it is entitled to relief against the other for any event arising out of or related to the Contract, such party shall provide written notice to the other party of the basis for its claim for relief.
- 8.0.2.** Such notice shall, if possible, be made prior to incurring any cost or expense and in accordance with any specific notice requirements contained in applicable sections of the Agreement.
- 8.0.3.** In the absence of any specific notice requirement, written notice shall be given within a reasonable time, not to exceed twenty-one (21) Days, after the occurrence giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later.
- 8.0.4.** Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

8.1. Dispute Avoidance and Resolution

- 8.1.1.** The parties are fully committed to working with each other throughout the Project and agree to always communicate regularly with each other so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, CM@Risk and City each commit to resolving such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.
 - 8.1.2.** CM@Risk and City will first attempt to resolve disputes or disagreements at the field level through discussions between CM@Risk's Representative and City's Representative.
 - 8.1.3.** If a dispute or disagreement cannot be resolved through CM@Risk's Representative and City's Representative, CM@Risk's Senior Representative and City's Senior Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) Days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Senior Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement. Should this effort be unsuccessful then the parties may proceed to take appropriate action to enforce any rights or obligations pursuant to the provisions of the Contract.
- 8.2. Duty to Continue Performance.** Unless provided to the contrary in the Contract Documents or as provided by statute, CM@Risk shall continue to perform the Work and City shall continue to satisfy its payment obligations to CM@Risk, pending the final resolution of any dispute or disagreement between CM@Risk and City.

8.3. Representatives of the Parties

8.3.1. City's Representatives

- 8.3.1.1.** City designates the City Engineer or their designee as its Senior Representative ("City's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Subsection 8.1.3.

8.3.1.2. City designates the City's project manager as its City's Representative, which individual has the authority and responsibility set forth in Subsection 8.1.2.

8.3.2. CM@Risk's Representatives

8.3.2.1. CM@Risk designates the individual listed below as its Senior Representative ("CM@Risk's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Subsection 8.1.3:

George Craig
713-686-8868
gcraig@csaconstruction.com

8.3.2.2. CM@Risk designates the individual listed below as its CM@Risk's Representative, which individual has the authority and responsibility set forth in Subsection 8.1.2:

George Craig
713-686-8868
gcraig@csaconstruction.com

Article 9 – Suspension and Termination

9.0. City's Right to Stop Work

- 9.0.1.** City may, at its discretion and without cause, order CM@Risk in writing to stop and suspend the Work. Such suspension shall not exceed one hundred and eighty (180) consecutive Days.
- 9.0.2.** CM@Risk may seek an adjustment of the Contract Price and/or Contract Time if its cost or time to perform the Work has been adversely impacted by any suspension or stoppage of Work by City.

9.1. Termination for Convenience

- 9.1.1.** Upon receipt of written notice to CM@Risk, City may, at its discretion and without cause, elect to terminate this Agreement. In such event, City shall pay CM@Risk only the direct value of its completed Work and materials supplied as of the date of termination and the reasonable costs and expenses attributable to such termination. CM@Risk shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead.
- 9.1.2.** If the City suspends the Work for 181 consecutive Days or more, such suspension shall be deemed a termination for convenience.
- 9.1.3** Upon such termination, the CM@Risk shall proceed with the following obligations:
 - 9.1.3.1** Stop Work as specified in the notice;
 - 9.1.3.2** Place no further subcontracts or orders;
 - 9.1.3.3** Terminate all subcontracts to the extent they relate to the Work terminated;
 - 9.1.3.4** Assign to the City all right, title and interest of the CM@Risk under the subcontracts terminated, in which case the City shall have the right to settle or to pay any termination settlement proposal arising out of those terminations; and
 - 9.1.3.5** Take any action that may be necessary for the protection and preservation of the property related to the Contract that is in the possession of the CM@Risk and which the City has or may acquire an interest.
- 9.1.4** The CM@Risk shall submit complete termination inventory schedules no later than 120 Days from the date of the notice of termination.
- 9.1.5** The City shall pay CM@Risk the following:
 - 9.1.5.1** The direct value of its completed Work and materials supplied as of the date of termination;
 - 9.1.5.2** The reasonable costs and expenses attributable to such termination; and
 - 9.1.5.3** CM@Risk shall be entitled to profit and overhead on completed Work only but shall not be entitled to anticipated profit or anticipated overhead. If it appears the CM@Risk would have sustained a loss on the entire Work, had it been completed, the CM@Risk shall not be allowed profit, and the City shall reduce the settlement to reflect the indicated rate of loss.
- 9.1.6** The CM@Risk shall maintain all records and documents for three (3) years after final settlement. These shall be maintained and subject to auditing as prescribed in Section 7.7.

9.2. City's Right to Perform and Terminate for Cause

- 9.2.1.** If the City provides the CM@Risk with a written order to provide adequate maintenance of traffic, adequate cleanup, adequate dust control or to correct deficiencies or damage resulting from abnormal weather conditions, and the CM@Risk fails to comply in a time frame specified, the City may have a portion of the Work included in the written order accomplished by other sources.
- 9.2.2.** If CM@Risk persistently fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay, without cause, Subconsultants and/or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed within the Contract Times, as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then City, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Subsections 9.2.3 and 9.2.4 below.
- 9.2.3.** Upon the occurrence of an event set forth in Subsection 9.2.2 above, City may provide written notice to CM@Risk that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) Days of CM@Risk's receipt of such notice.
 - 9.2.3.1.** If CM@Risk fails to cure, or reasonably commences to cure, such problem, then City may give a second written notice to CM@Risk of its intent to terminate within an additional seven (7) Day period.
 - 9.2.3.2.** If CM@Risk, within such second seven (7) Day period, fails to cure, or reasonably commences to cure, such problem, then City may declare the Agreement terminated for default by providing written notice to CM@Risk of such declaration.
- 9.2.4.** Upon declaring the Agreement terminated pursuant to Subsection 9.2.3.2 above, City may enter upon the premises and take possession, for the purpose of completing the Work, of all materials which have been purchased for the performance of the Work, all of which CM@Risk hereby transfers, assigns and sets over to City for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items.
- 9.2.5.** In the event of such termination, CM@Risk shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, the CM@Risk will only be entitled to be paid for Work performed and accepted by the City prior to its default.
- 9.2.6.** If City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then CM@Risk shall be obligated to pay the difference to City. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expenses, including attorneys' fees and expenses, incurred by City in connection with the procurement and defense of claims arising from CM@Risk's default.
- 9.2.7.** If City improperly terminates the Agreement for cause, the termination for cause shall be converted into a termination for convenience in accordance with the provisions of Section 9.1.

Article 10 – Insurance and Bonds

10.0. Insurance Requirements

10.0.1 CM@Risk and Subcontractors shall procure and maintain until all of their obligations under this agreement have been discharged, including until any warranty periods under this Agreement are satisfied, insurance against claims for injury to persons or damage to property that may arise from or in connection with the performance of the Work hereunder by the CM@Risk, their agents, representatives, employees or Subcontractors.

10.0.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.

10.0.3 The City in no way warrants that the minimum limits contained herein are sufficient to protect the CM@Risk from liabilities that might arise out of the performance of the Work under this Agreement by the CM@Risk, their agents, representatives, employees, or subcontractors. CM@Risk is free to purchase such additional insurance as may be determined necessary.

10.1 Minimum Scope and Limits of Insurance. CM@Risk shall provide coverage with limits of liability not less than those stated below:

10.1.1 Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, broad form contractual liability and XCU coverage in the following amounts:

• General Aggregate/for this Project	\$2,000,000/\$1,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Each Occurrence	\$1,000,000

The policy shall be endorsed to include the following additional insured language: **“The City of Alvin, its Officials, and Employees shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CM@Risk. This policy shall provide a blanket waiver of subrogation in favor of the City of Alvin. A copy of the endorsement or other policy provisions naming the City as an additional insured to the insurance policy and providing a blanket waiver of subrogation in favor of the City of Alvin, its Officials, and Employees shall be attached to the certificate of insurance.”**

10.1.2 Automobile Liability – Bodily injury and property damage for any owned, hired, and non-owned vehicles used in the performance of this Agreement:

• Combined Single Limit (CSL)	\$1,000,000
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The policy shall be endorsed to include the following additional insured language: **“The City of Alvin, its Officials, Employees, and Volunteers shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the CM@Risk, including automobiles owned, leased, hired or borrowed by the CM@Risk. This policy shall provide a blanket waiver of subrogation in favor of the City of Alvin. A copy of the endorsement or other policy provisions naming the City as an additional insured to the insurance policy and providing a blanket waiver of subrogation in favor of the City of Alvin, its Officials, and Employees shall be attached to the certificate of insurance.”**

10.1.3 Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory

Employers' Liability:

- Each Accident \$100,000
- Disease – Each Employee \$100,000
- Disease – Policy Limit \$500,000

This policy shall provide a blanket waiver of subrogation in favor of the City of Alvin. A copy of the endorsement or other policy provisions providing a blanket waiver of subrogation in favor of the City of Alvin, its Officials, and Employees shall be attached to the certificate of insurance.

10.1.4 Builders' Risk Insurance or Installation Floater –

Builder's Risk Insurance or Installation Floater may be required, at the option of either the CM@Risk or the City, in an amount equal to the initial Contract Price plus additional coverage equal to Contract Price for all subsequent Amendments and/or Change Orders. See General Conditions Section 6.04 for further details.

- 10.1.4.1** The City of Alvin, its Officials, and Employees, the CM@Risk, and Subcontractors, shall be **named as Additional Insureds** on the policy.

- 10.1.4.2** Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for flood and earth movement.**

- 10.1.4.3** Policy shall be maintained until whichever of the following shall first occur: (i) final payment has been made; or (ii) until no person or entity, other than the City of Alvin, has an insurable interest in the property required to be covered.

- 10.1.4.4** Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the City.

- 10.1.4.5** Policy must provide coverage from the time any covered property becomes the responsibility of the CM@Risk, and continue without interruption during construction, renovation, or installation, including any time during which the covered property is being transported to the construction installation site, or awaiting installation, whether on or off site.

- 10.1.4.6** **This policy shall provide a blanket waiver of subrogation in favor of the City of Alvin. A copy of the endorsement or other policy provisions naming the City as an additional insured to the insurance policy and providing a blanket waiver of subrogation in favor of the City of Alvin, its Officials, and Employees shall be attached to the certificate of insurance.**

- 10.1.4.7** CM@Risk is responsible for the payment of all policy deductibles.

- 10.2 Additional Insurance Requirements.** The policies shall include, or be endorsed to include, the following provisions:

- 10.2.1** On insurance policies where the City of Alvin is named as an additional insured, the City of Alvin shall be an additional insured to the full limits of liability purchased by the CM@Risk even if those limits of liability are in excess of those required by this Agreement.

- 10.2.2** The CM@Risk's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.
- 10.2.3** Coverage provided by the CM@Risk shall not be limited to the liability assumed under the indemnification provisions of this Agreement.
- 10.3** **Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage, materially changed, or endorsed to lower limits except after thirty (30) Days prior written notice has been given to the City. Such notice shall be sent directly to the City Senior Representative and shall be sent by certified mail, return receipt requested.
- 10.4** **Acceptability of Insurers.** Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Texas and with an "A.M. Best" rating of at least A or better. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the CM@Risk from potential insurer insolvency.
- 10.5** **Verification of Coverage**
- 10.5.1** CM@Risk shall furnish the City with certificates of insurance (ACORD form or equivalent approved by the City) as required by this Agreement. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- 10.5.2** All certificates and endorsements are to be received and approved by the City before Work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of Work under this Agreement and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Agreement or to provide evidence of renewal is a material breach of the contract.
- 10.5.3** All certificates required by this Agreement shall be sent directly to City's Senior Representative. The City project/contract number and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE CITY'S FINANCE DEPARTMENT.**
- 10.5.4** **If the Certificate of Insurance reflecting policy coverage and cancellation notice does not conform to the City's requirements, the CM@Risk must:**
- **Submit a current insurance certificate (dated within fifteen (15) Days of the Payment Request submittal) with each Payment Request form. The Payment Request will be rejected if the insurance certificate is not submitted with the Payment Request.**
- 10.6** **Subcontractors.** CM@Risk's certificate(s) shall include all Subcontractors as additional insureds under its policies **or** CM@Risk shall furnish to the City separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum requirements identified above.
- 10.7** **Approval.** Any modification or variation from the insurance requirements in this Contract shall be made by the Owner whose decision shall be final. Such action will not require a formal Contract amendment but may be made by administrative action.
- 10.8** **Bonds and Other Performance Security**
- 10.8.1** Prior to execution of this Agreement, the CM@Risk must provide a performance bond and a labor and materials bond, each in an amount equal to the total contract price of the GMP set

forth in this Agreement. In addition to any criteria set forth in this provision, the performance and payment bonds must comply with all requirements of Chapter 2253 of the Texas Government Code.

- 10.8.2** Each such bond shall be executed by a surety company or companies holding a Certificate of Authority to transact surety business in the state of Texas, issued by the Director of the Texas Department of Insurance. A copy of the Certificate of Authority shall accompany the bonds. The Certificate shall have been issued, updated, or certified within two years prior to the execution of this Agreement.
- 10.8.3** The bonds shall be made payable and acceptable to the City of Alvin.
- 10.8.4** The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the state of Texas or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of Power of Attorney of the signing official.
- 10.8.5** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract Documents, the CM@Risk shall promptly furnish a copy of the bonds or shall permit a copy to be made.
- 10.8.6** All bonds submitted for this project shall be provided by a company which has been rated AM Best rating of "A- or better for the prior four quarters" by the A.M. Best Company.

Article 11 – Indemnification

11.1 CM@Risk's General Indemnification

- 11.1.1 CM@RISK AGREES TO INDEMNIFY AND SAVE HARMLESS THE CITY OF ALVIN, ITS OFFICERS, AGENTS AND EMPLOYEES, AND ANY JURISDICTION OR AGENCY ISSUING PERMITS FOR ANY WORK INCLUDED IN THE PROJECT, THEIR OFFICERS, AGENTS AND EMPLOYEES, HEREINAFTER REFERRED TO AS INDEMNITEE, FROM ALL SUITS AND CLAIMS, INCLUDING ATTORNEY'S FEES AND COST OF LITIGATION, ACTIONS, LOSS, DAMAGE, EXPENSE, COST OR CLAIMS OF ANY CHARACTER OR ANY NATURE ARISING OUT OF THE WORK DONE IN FULFILLMENT OF THE TERMS OF THE CONTRACT DOCUMENTS OR ON ACCOUNT OF ANY ACT, CLAIM OR AMOUNT ARISING OR RECOVERED UNDER WORKER'S COMPENSATION LAW OR ARISING OUT OF THE FAILURE OF THE CM@RISK TO CONFORM TO ANY STATUTES, ORDINANCES, REGULATION, LAW OR COURT DECREE, PROVIDED THAT SUCH INDEMNIFICATION OBLIGATION SHALL NOT APPLY TO THE EXTENT SUCH SUITS, CLAIMS, LOSSES AND EXPENSES ARISE FROM THE NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE. IT IS AGREED THAT THE CM@RISK WILL BE RESPONSIBLE FOR PRIMARY LOSS INVESTIGATION, DEFENSE, AND JUDGMENT COSTS WHERE THIS CONTRACT OF INDEMNITY APPLIES. IN CONSIDERATION OF THE AWARD OF THIS CONTRACT, THE CM@RISK AGREES TO WAIVE ALL RIGHTS OF SUBROGATION AGAINST THE CITY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES FOR LOSSES ARISING FROM THE WORK PERFORMED BY THE CONTRACTOR FOR THE CITY.**

Article 12 – General Provisions

12.1 Contract Documents

- 12.1.1** Contract Documents are defined in Article 1. This Agreement, Plans, Standard Specifications and Details, Special Provisions, Addenda (if any) and used as the basis for the Guaranteed Maximum Price Proposal, GMP, Performance Bond, Payment Bond, Certificates of Insurance, Construction Documents and Change Orders (if any), are by this reference made a part of this Agreement to the same extent as if set forth herein in full.
- 12.1.2** The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Times for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards.
- 12.1.3** In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the Contract Documents shall take precedence in the order in which they are listed in the definition of Contract Documents in Article 1.
- 12.1.3.1** On the drawings, given dimensions shall take precedence over scaled measurements, and large-scale drawings over small-scale drawings.
- 12.1.3.2** Specifications take precedence over Plans.
- 12.1.3.3** In the event of any inconsistency, conflict, or ambiguity between the Contract Documents and the Design Phase Contract, the Contract Documents take precedence over the Design Phase Contract.
- 12.1.4** The headings used in this Agreement, or any other Contract Documents, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.
- 12.1.5** The Contract Documents form the entire agreement between City and CM@Risk and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.
- 12.2** **Amendments.** The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.
- 12.3** **Time is of the Essence.** City and CM@Risk mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.
- 12.4** **Mutual Obligations.** City and CM@Risk commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.
- 12.5** **Cooperation and Further Documentation.** The CM@Risk agrees to provide the City with such other duly executed documents as shall be reasonably requested by the City to implement the intent of the Contract Documents.
- 12.6** **Assignment.** Neither CM@Risk nor City shall, without the written consent of the other, assign, transfer, or sublet any portion of this Agreement or part of the Work or the obligations required by the Contract Documents.

- 12.7 Successorship.** CM@Risk and City intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.
- 12.8 Third Party Beneficiary.** Nothing under the Contract Documents shall be construed to give any rights or benefits in the Contract Documents to anyone other than the City and the CM@Risk, and all duties and responsibilities undertaken pursuant to the Contract Documents will be for the sole and exclusive benefit of City and the CM@Risk and not for the benefit of any other party.
- 12.9 Governing Law.** The Agreement and all Contract Documents shall be deemed to be made under and shall be construed in accordance with and governed by the laws of the State of Texas without regard to the conflicts or choice of law provisions thereof. Any action to enforce any provision of this Contract or to obtain any remedy with respect hereto shall be brought and tried in the district courts of Brazoria County, Texas, and for this purpose, each party hereby expressly and irrevocably consents to the sole and exclusive jurisdiction and venue of such Court with the City consenting only to the extent allowed by statute and otherwise reserving all rights and defenses.
- 12.10 Severability.** If any provision of the Contract Documents or the application thereof to any person or circumstance shall be invalid, illegal, or unenforceable to any extent, the remainder of the Contract Documents and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- 12.11 Compliance with Federal Laws.** CM@Risk understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to it. The CM@Risk agrees to comply with these laws, as well as any other federal laws that may apply, in performing the Contract Documents and to permit the City to verify such compliance.
- 12.12 Legal Requirements.** CM@Risk shall perform all Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements. It is not the CM@Risk's responsibility to ascertain that the Construction Documents are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the CM@Risk recognizes that portions of the Construction Documents are at variance therewith, the CM@Risk shall promptly notify the Design Professional and City in writing, describing the apparent variance or deficiency.
- 12.13 Fair Treatment of Workers.** The CM@Risk shall keep fully informed of all Federal and State laws, County and City ordinances, regulations, codes and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any way affect the conduct of the work. They shall at all times observe and comply with all such laws, ordinances, regulations, codes, orders and decrees; this includes, but is not limited to laws and regulations ensuring fair and equal treatment for all employees and against unfair employment practices, including OSHA and the Fair Labor Standards Act (FLSA). The CM@Risk shall protect and indemnify the City and its representatives against any claim or liability arising from or based on the violation of such, whether by himself or his employees.
- 12.14 Independent Contractor.** The CM@Risk is and shall be an independent contractor. Any provisions in the Contract Documents that may appear to give the City the right to direct the CM@Risk as to the details of accomplishing the Work or to exercise a measure of control over the Work means that the CM@Risk shall follow the wishes of the City as to the results of the Work only. These results shall comply with all applicable laws and ordinances.

- 12.15 Survival.** All warranties, representations, and indemnifications by the CM@Risk shall survive the completion or termination of this Agreement.
- 12.16 Covenant Against Contingent Fees.** The CM@Risk warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Alvin has any interest, financially, or otherwise, in the firm. For breach or violation of this warrant, the City of Alvin shall have the right to annul this Agreement without liability, or at its discretion to deduct from the Contract Price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.
- 12.17 No Waiver.** The failure of either party to enforce any of the provisions of the Contract Documents or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of the Contract Documents or any part thereof, or the right of either party to thereafter enforce each and every provision.
- 12.18 Notice**
- 12.18.1** Unless otherwise provided, any notice, request, instruction, or other document to be given under this Agreement by any party to any other party shall be in writing and shall be delivered in person or by courier or mailed by certified mail, postage prepaid, return receipt requested or by e-mail; provided however, that e-mail shall not be a permissible method of delivery for any notice, request, instruction or other document that requires execution by both parties, and shall be deemed given upon (a) confirmation of receipt of an e-mail transmission, (b) confirmed delivery by hand or standard overnight mail, or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

to CM@Risk:

CSA Construction, Inc.
Attn: George Craig, Vice President
2314 McAllister Road
Houston, Texas 77092
gcraig@csaconstruction.com

to City:

City Manager
Junru Roland
216 West Sealy Street
Alvin, Texas 77511
jroland@cityofalvin.com

With a Copy to:

City Attorney
Suzanne Hanneman
216 West Sealy Street
Alvin, Texas 77511
shanneman@cityofalvin.com

or to such other place and with such other copies as either Party may designate as to itself by

written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver.

12.18.2 Notices Related to Payment, Securities-in-lieu, Bonds. Any notice, request, instruction, or other document to be given under this Agreement by any party to any other party related to payment, securities-in-lieu, bonds, or other instrument securing the performance of this Agreement, including but not limited to, bid bonds, performance bonds, payment bonds or letters of credit, shall be in writing and shall be delivered in person or by courier or facsimile transmission or mailed by certified mail, postage prepaid, return receipt requested and shall be deemed given upon (a) confirmation of receipt of a facsimile transmission, (b) confirmed delivery by hand or standard overnight mail or (c) upon the expiration of three (3) business days after the day mailed by certified mail, as follows:

to CM@Risk:

CSA Construction, Inc.
Attn: George Craig, Vice President
2314 McAllister Road
Houston, Texas 77092
gcraig@csaconstruction.com

to City:

City Manager
Junru Roland
216 West Sealy Street
Alvin, Texas 77511
jroland@cityofalvin.com

With a Copy to:

City Attorney
Suzanne Hanneman
216 West Sealy Street
Alvin, Texas 77511
shanneman@cityofalvin.com

or to such other place and with such other copies as either Party may designate as to itself by written notice to the other Party. Rejection, any refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice as of the date of such rejection, refusal, or inability to deliver.

12.19 Equal Opportunity/Affirmative Action

12.19.1 The CM@Risk shall comply with the provisions of this Agreement, and the requirements of state, federal, and local law and regulation, pertaining to discrimination and accepting applications or hiring employees. The CM@Risk shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age, or disability nor otherwise commit an unfair employment practice. The CM@Risk will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment, without regard to their race, color, religion, gender or national origin, age, or disability. Such action shall include but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship as well as all other labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this Agreement. The CM@Risk further agrees that this clause will be incorporated in all subcontracts, job-consultant contracts of this Contract entered into by the CM@Risk.

12.19.2 The City extends to each individual, firm, vendor, supplier, contractor, and Subcontractor an equal economic opportunity to compete for City business and strongly encourages voluntary utilization of Disadvantaged and/or Minority-owned or Woman-owned business to reflect both the industry and community ethnic composition.

12.19.3 The following two paragraphs apply to the CM@Risk named herein and shall appear in all contracts between the CM@Risk and any and all Subcontractors who are employed on this Project. The CM@Risk further agrees that the two paragraphs will be incorporated in all subcontracts with all labor organizations furnishing skilled, unskilled, and union labor, or who may perform any such labor or services in connection with this contract.

“Any Party (Subcontractor), in performing under this Contract, shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, gender, national origin, age or disability, nor otherwise commit an unfair employment practice.

The Party (Subcontractor) will take affirmative action to ensure that applicants are employed, and employees are dealt with during employment without regard to their race, color, religion, gender or national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training; including apprenticeship.”

12.20 Confidentiality of Plans and Specifications

12.20.1 Any plans or specifications you receive regarding this Project are for official use only and may not be shared with others except as required to fulfill the obligations this Contract.

12.20.2 All Record Documents, Shop Drawings and other plans or drawings prepared or submitted by the CM@Risk shall include the following language: “These plans are for official use only and may not be shared with others except as required to fulfill the obligations of your contract with the City of Alvin.”

12.21 Hazardous Materials

12.21.1 Unless included in the Work, if the CM@Risk encounters onsite material which they reasonably believe to contain asbestos, polychlorinated biphenyl (PCB), or other hazardous substances or materials regulated by Laws and Regulations, they shall immediately stop work and report the condition to the City.

12.21.2 If the material is found to contain asbestos, PCB or other hazardous substances or materials regulated by Laws and Regulations, the CM@Risk shall not resume work in the affected area until the material has been abated or rendered harmless. The CM@Risk and the City may agree, in writing, to continue work in non-affected areas onsite.

12.21.3 An extension of Contract Time may be granted in accordance with Article 6.

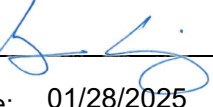
12.21.4 The CM@Risk will comply with all applicable laws/ordinances and regulations and take all appropriate health and safety precautions upon discovery.

- 12.22 Traffic Control.** CM@Risk will comply with all provisions of the then current Manual on Uniform Traffic Control Devices and any other traffic control provisions as may be provided in the technical specifications.
- 12.23 Immigration Nationality Act.** CM@Risk shall verify the identity and employment eligibility of its employees who perform work under this Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, CM@Risk shall provide City with copies of all I-9 forms and supporting eligibility documentation for each CM@Risk employee who performs work under this Agreement. CM@Risk shall adhere to all federal and state laws as well as establish appropriate procedures and controls so that no services will be performed by any CM@Risk employee who is not legally eligible to perform such services. **CM@RISK SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CM@RISK'S EMPLOYEES.** City, upon written notice to CM@Risk, shall have the right to immediately terminate this Agreement for violations of this provision by CM@Risk.
- 12.24 Prohibition on Contracts with Companies Boycotting Israel.** CM@Risk acknowledges that in accordance with Chapter 2271 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms "boycott Israel" and "company" shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. By signing this agreement, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.
- 12.25 Prohibition on Contracts with Companies Boycotting Certain Energy Companies.** CM@Risk acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms "boycott energy company" and "company" shall have the meanings ascribed to those terms in Section 809.001 of the Texas Government Code. By signing this agreement, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the agreement. Failure to meet or maintain the requirements under this provision will be considered a material breach.
- 12.26 Prohibition on Contracts with Companies Boycotting Certain Firearm Entities and Firearm Trade Associations.** CM@Risk acknowledges that in accordance with Chapter 2274 of the Texas Government Code, City is prohibited from entering into a contract with a company for goods or services unless the contract contains written verification from the company that it (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms "discriminate against a firearm entity or firearm trade association," "firearm entity," and "firearm trade association" shall have the meanings ascribed to those terms in Chapter 2274 of the Texas Government Code. By signing this agreement, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. Failure to meet or maintain the requirements under this provision will be considered a material breach.

- 12.27 Prohibition on Contracts with Companies Doing Business with Iran, Sudan, or a Foreign Terrorist Organization.** Sections 2252 and 2270 of the Texas Government Code restricts City from contracting with companies that do business with Iran, Sudan, or a foreign terrorist organization. By signing this agreement, CM@Risk certifies that CM@Risk's signature provides written verification to the City that CM@Risk, pursuant to Chapters 2252 and 2270, is not ineligible to enter into this agreement and will not become ineligible to receive payments under this agreement by doing business with Iran, Sudan, or a foreign terrorist organization. Failure to meet or maintain the requirements under this provision will be considered a material breach.
- 12.28 Termination Right for Contracts with Companies Doing Business with Certain Foreign-Owned Companies.** The City of Alvin may terminate this Contract immediately without any further liability if the City of Alvin determines, in its sole judgment, that this Contract meets the requirements under Chapter 2274, and Contractor is, or will be in the future, (i) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or other designated country (ii) directly controlled by the Government of China, Iran, North Korea, Russia, or other designated country, or (iii) is headquartered in China, Iran, North Korea, Russia, or other designated country.

CM@RISK

CSA Construction, Inc.

By:  George Craig

Title: 01/28/2025

CITY OF ALVIN, TEXAS

BY: _____
JUNRU ROLAND
CITY MANAGER

THIS AGREEMENT HAS BEEN
BOTH REVIEWED AND APPROVED
as to financial and operational obligations and business terms.

SIGNATURE PRINTED NAME

TITLE

DEPARTMENT

ATTEST:
DIXIE ROBERTS, CITY SECRETARY

BY: _____

Attachments:	Exhibit A	Project Description
	Exhibit B	Approved GMP Proposal
		Exhibit B-1 Applicable GMP Work Description Reference
		Exhibit B-2 Applicable GMP Technical Specifications List
		Exhibit B-3 Applicable GMP Construction Drawings List
	Exhibit C	Technical Specifications
	Exhibit D	Construction Drawings

EXHIBIT A – PROJECT DESCRIPTION

The project includes expanding the Alvin Wastewater Treatment Plant (WWTP) from 5.0 million gallons per day (MGD) to 7.5 MGD. The expansion includes replacing the existing influent screen and lift station with new coarse screen and lift station and adding a new headworks with fine screens and grit removal. A new train will be added consisting of two aeration basins, two secondary clarifiers, and a chlorine contact basin. The existing chemical building will be replaced with new chemical feed and storage facilities. Solids handling improvements will include adding mechanical thickeners and expanding the dewatering building to add a second belt filter press. The project also includes improvements to the existing facilities including replacing existing electrical gear, pumps, and blowers, and miscellaneous structural and process mechanical improvements. The estimated construction budget is \$70.4 million.

EXHIBIT C – TECHNICAL SPECIFICATIONS

Technical Specifications as specified in EXHIBIT B – APPROVED GMP PROPOSAL are set forth herein in full OR made part of this agreement by reference OR made part of this Agreement as a separate attachment.

EXHIBIT D – CONSTRUCTION DRAWINGS

Construction Drawings as specified in EXHIBIT B – APPROVED GMP PROPOSAL are made part of this Agreement by reference and on file with the:

- Design Professional
- City of Alvin Project Manager
- CM@Risk Contractor

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 MANAGER AT RISK CONTRACT

Prepared By



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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION MANAGER AT RISK CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

1. Agreement— See Construction Manager at Risk Construction Phase Services Agreement, 1.2.
2. Application for Payment— See Construction Manager at Risk Construction Phase Services Agreement, 1.3.
3. Change Order—See Construction Manager at Risk Construction Phase Services Agreement, 1.7.
4. Change Proposal—See Construction Manager at Risk Construction Phase Services Agreement, 1.8.
5. Claim – See Construction Manager at Risk Construction Phase Services Agreement, 1.9.
6. CM@Risk Contingency Allowance— See Construction Manager at Risk Construction Phase Services Agreement, 1.14.
7. Constituent of Concern—See Construction Manager at Risk Construction Phase Services Agreement, 1.24.
8. Construction Manager at Risk (“CMAR” or “CM@Risk”)—See Construction Manager at Risk Construction Phase Services Agreement, 1.13.
9. Contract—See Construction Manager at Risk Construction Phase Services Agreement, 1.2.
10. Contract Amendment—See Construction Manager at Risk Construction Phase Services Agreement, 1.17.
11. Contract Documents—See Construction Manager at Risk Construction Phase Services Agreement, 1.18.
12. Contract Price—See Construction Manager at Risk Construction Phase Services Agreement, 1.22.
13. Contract Times— See Construction Manager at Risk Construction Phase Services Agreement, 1.23.
14. Contractor—The term “Contractor,” if used in the Contract, means Construction Manager at Risk.
15. Cost of the Work— See Construction Manager at Risk Construction Phase Services Agreement, 1.25.
16. Drawings— See Construction Manager at Risk Construction Phase Services Agreement, 1.32.
17. Defective – See Construction Manager at Risk Construction Phase Services Agreement, 1.28.

18. Effective Date of the Contract – The date indicated in the Construction Manager at Risk Construction Phase Services Agreement, on which the Contract becomes effective.
19. Electronic Document – See Construction Manager at Risk Construction Phase Services Agreement, 1.33.
20. Electronic Means – See Construction Manager at Risk Construction Phase Services Agreement, 1.34.
21. Field Order – A written order issued by Owner which requires minor changes in the Work but does not change the Guaranteed Maximum Price or the Contract Times.
22. Final Completion – See Construction Manager at Risk Construction Phase Services Agreement, 1.35.
23. Hazardous Environmental Condition - See Construction Manager at Risk Construction Phase Services Agreement, 1.41.
24. Laws and Regulations; Laws or Regulations – See Construction Manager at Risk Construction Phase Services Agreement, 1.42.
25. Owner’s Contingency – See Construction Manager at Risk Construction Phase Services Agreement, 1.47.
26. Design Phase Contract services – See Construction Manager at Risk Construction Phase Services Agreement, 1.49.
27. Progress Schedule – See Construction Manager at Risk Construction Phase Services Agreement, 1.52.
28. Schedule of Submittals – A schedule, prepared and maintained by Construction Manager at Risk, of required Submittals and the time requirements for review of the Submittals.
29. Submittal – See Construction Manager at Risk Construction Phase Services Agreement, 1.61.
30. Supplier – See Construction Manager at Risk Construction Phase Services Agreement, 1.63.
31. Technical Data – See Construction Manager at Risk Construction Phase Services Agreement, 1.64.
32. Underground Facilities – See Construction Manager at Risk Construction Phase Services Agreement, 1.65.
33. Unit Price Work – See Construction Manager at Risk Construction Phase Services Agreement, 1.66.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Contract Documents, have the indicated meaning.
- B. Intent of Certain Terms or Adjectives – The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Design Professional. In addition, the

adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Design Professional as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents, unless there is a specific statement indicating otherwise. The use of any such term or adjective is not intended to and will not be effective to assign to any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

- C. Defective – The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Design Professional’s recommendation of final payment unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.04 or Paragraph 15.05.
- D. Furnish, Install, Perform, Provide
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site, or some other specified location ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for their intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for their intended use.
 - 4. If the Contract Documents establish an obligation of CM@Risk with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then CM@Risk shall furnish and install said services, materials, or equipment complete and ready for their intended use.
- E. Contract Price or Contract Times – References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance

- A. Performance and Payment Bonds – When CM@Risk delivers the signed counterparts of the Construction Agreement to Owner, CM@Risk shall also deliver to Owner the performance bond and payment bond, if the Contract requires CM@Risk to furnish such bonds or confirm that existing performance and payment bonds have been supplemented to account for the additional authorized Work.
- B. Evidence of CM@Risk's Insurance – When CM@Risk delivers the signed counterparts of the Agreement to Owner, CM@Risk shall also deliver to Owner copies of the policies, including all endorsements, and identification of applicable self-insured retentions and deductibles, of insurance required to be provided by CM@Risk in this Contract (other than insurance such as builder's risk that is required at a later date). CM@Risk may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- C. Evidence of Owner's Insurance – After receipt of the signed counterparts of the Agreement and all required insurance documentation, Owner shall promptly deliver to CM@Risk, with copies to each additional insured, as identified in the Contract, the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 Copies of Documents

- A. Owner shall furnish to CM@Risk one printed copy of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF).
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Design Professional and other design professionals. Owner shall make such original printed record version of the Contract available to CM@Risk for review. Owner may delegate the responsibilities under this provision to Design Professional.

2.03 Electronic Transmittals

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Design Professional, and CM@Risk may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. Electronic Documents Protocol – The parties shall conform to the following provisions in Paragraphs 2.03.B and 2.03.C, together referred to as the Electronic Documents Protocol (EDP or Protocol) for exchange of electronic transmittals.

1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
 - d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Design Professional. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
 - e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
 - f. Nothing herein negates any obligation in the Contract (1) to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or (3) to comply with the notice requirements of Paragraph 17.01 of the General Conditions.
2. System Infrastructure for Electronic Document Exchange
- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 20 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
 - b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

- c. Each party will operate and maintain industry-standard, industry-accepted, ISO standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, ransomware, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to CM@Risk, not reasonably anticipated under the original EDP, CM@Risk may seek an adjustment in price or time under the appropriate process in the Contract.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.
- h. The Owner will operate FNI Manager, a web-based project management database (also referred to in this EDP as "Project Website") for use of Owner, Design Professional, and CM@Risk during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:
 - 1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;
 - 2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;

- 3) Describe the types and extent of services to be provided at the Project Website, such as large file transfer, email, communication, and document archives, etc.; and
- 4) Include any other Project Website attributes that may be pertinent to CM@Risk's use of the facility and pricing of such use.

C. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party, and if relevant from third parties, using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

D. Requests by CM@Risk for Electronic Documents in Other Formats

1. Release of any Electronic Document versions of the Project design documents in formats other than those identified in the Electronic Documents Protocol, if any, or elsewhere in the Contract will be at the sole discretion of the Owner.
2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project design documents and other Project information requested by CM@Risk (Request) in formats other than those identified in the Electronic Documents Protocol, if any, or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which CM@Risk agrees:
 - a. The content included in the Electronic Documents created by Design Professional and covered by the Request was prepared by Design Professional as an internal working document for Design Professional's purposes solely and is being provided to CM@Risk on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, CM@Risk is advised and acknowledges that the content may not be suitable for CM@Risk's application or may require substantial modification and independent verification by CM@Risk. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.

- b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Design Professional to CM@Risk under the request are only for convenience of CM@Risk. Any conclusion or information obtained or derived from such data will be at the CM@Risk's sole risk and the CM@Risk waives any claims against Design Professional or Owner arising from use of data in Electronic Documents covered by the Request.
- c. CM@Risk shall indemnify and hold harmless Owner and Design Professional and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from CM@Risk's use, adaptation, or distribution of any Electronic Documents provided under the Request.
- d. CM@Risk agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information, in source or modified file format, to any third party without the direct written authorization of Design Professional, unless such distribution is specifically identified in the Request and is limited to CM@Risk's subcontractors. CM@Risk warrants that subsequent use by CM@Risk's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.

2.04 Construction Management

- A. During the course of the Contract, and especially during the performance of the Work, CM@Risk will:
 - 1. Organize and manage the resources required for construction of the Work, commissioning, and correction of defective Work after Substantial Completion of the Work.
 - 2. Administer, coordinate, monitor, and report on construction progress and associated activities.
 - 3. Assist the Design Professional in collecting, disseminating, and storing documents and information.
 - 4. Manage the Work to meet Contract goals and objectives.
 - 5. Recommend action to the Owner related to the management of the Work.
 - 6. Develop schedule and cost control systems to monitor and report on the progress of the overall Contract.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

- A. 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.
- B. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents, including any printed copies derived from such electronic versions, and the printed record version, the printed record version will govern.

- C. Design Professional will issue clarifications and interpretations of the Contract Documents as provided herein.
- D. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and CM@Risk, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- E. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Design Professional and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Design Professional to pay or to see to the payment of any money due to any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 Reference Standards

- A. Standards, Specifications, Codes, Laws and Regulations
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations, except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, CM@Risk, or Design Professional from those set forth in the Contract Documents. No such provision or instruction will be effective to assign to Owner or Design Professional 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 Contract Documents.

3.03 Reporting and Resolving Discrepancies

- A. Reporting Discrepancies
 - 1. CM@Risk's Verification of Figures and Field Measurements – Before undertaking each part of the Work, CM@Risk shall carefully study the applicable Drawings and Specifications, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. CM@Risk shall promptly report in writing to Design Professional any conflict, error, ambiguity, or discrepancy that CM@Risk 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 Design Professional, and, if appropriate, an amendment or supplement to the Contract is issued by Owner pursuant to Paragraph 11.01.
 - 2. CM@Risk's Review of Drawings and Specifications – If, while performing or providing CM@Risk services under the Design Phase Agreement, or during the performance of the

Work under the Construction Phase Agreement, CM@Risk discovers any conflict, error, ambiguity, or discrepancy within the Drawings and Specifications, whether in draft or final form, or between such 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 CM@Risk shall promptly report it to Design Professional in writing. CM@Risk shall not proceed with the Work affected thereby, except in an emergency as required by Paragraph 7.16, until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Owner, in consultation with Design Professional, and, if appropriate, an amendment or supplement to the Contract is issued by Owner pursuant to Paragraph 11.01.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Drawings and Specifications take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Drawings and Specifications 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 Interpretation of the Contract Documents

- A. During the performance of the Work and until final payment, CM@Risk and Owner shall submit to the Design Professional in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation) or relating to the performance or acceptability of the Work under the Contract Documents, as soon as possible after such matters arise.
- B. Design Professional will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, and if appropriate initiate a change to the Contract Documents. In determining its response, Design Professional will consider CM@Risk's prior involvement and obligations with respect to reviewing and commenting on draft design documents during CM@Risk's provision of CM@Risk Design Phase Contract services. Design Professional's written clarification, interpretation, or decision will be final and binding on CM@Risk, unless CM@Risk appeals by submitting a Change Proposal, and on Owner, unless Owner appeals by filing a Claim.

3.05 Reuse of Documents

- A. CM@Risk and its Subcontractors and Suppliers shall not:
 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents, or copies of any thereof, prepared by or bearing the seal of Design Professional or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Design Professional and specific written verification or adaptation by Design Professional; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes CM@Risk from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run as defined in the Notice to Proceed.

4.02 Starting the Work

- A. CM@Risk shall start to perform the Work promptly upon receipt of the Notice to Proceed. No Work may be done at the Site prior to such authorization.

4.03 Reference Points

- A. Owner shall provide engineering surveys to establish reference points for construction. CM@Risk 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. CM@Risk shall report to Owner whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and CM@Risk shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Progress Schedule

- A. CM@Risk shall adhere to the Progress Schedule established as part of Design Phase Contract services and documented in the GMP, as it may be adjusted from time to time as provided below.
 1. CM@Risk shall submit to Design Professional for its information proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. CM@Risk shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted as Owner and CM@Risk may otherwise agree in writing.

4.05 Delays in CM@Risk's Progress

- A. If Owner, Design Professional, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then CM@Risk shall be entitled to an equitable adjustment in Guaranteed Maximum Price or Contract Times.
- B. CM@Risk shall not be entitled to an adjustment in Guaranteed Maximum Price or Contract Times for delay, disruption, or interference caused by or within the control of CM@Risk.

Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier will be deemed to be within the control of CM@Risk.

- C. If CM@Risk's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, CM@Risk, and those for which they are responsible, then CM@Risk shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be CM@Risk'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
 - a. If abnormal weather conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: (1) that weather conditions were abnormal for the period of time in which the delay occurred, (2) that such weather conditions could not have been reasonably anticipated, and (3) that such weather conditions had an adverse effect on the Work as scheduled.
 - b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which total precipitation, as rain equivalent, occurs between 7:00 p.m. on the preceding day, regardless of whether such preceding day is a workday, through 7:00 p.m. on the workday in question equals or exceeds one inch of precipitation.
 - c. Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by **National Weather Service** weather monitoring station at **Houston/Galveston weather station**.
 - d. CM@Risk shall anticipate the number of foreseeable bad weather days per month indicated in the table: Foreseeable Bad Weather Days.

Foreseeable Bad Weather Days	
Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) (1)
January	2
February	1
March	1
April	1
May	1
June	1
July	2
August	1
September	1
October	2
November	2

Foreseeable Bad Weather Days	
Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) (1)
December	1

- e. In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table – Foreseeable Bad Weather Days will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve CM@Risk of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on CM@Risk’s then-current Progress Schedule’s critical path for the Project.
 3. Acts or failures to act of third-party utility owners or other third-party entities, other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8; and
 4. Acts of war or terrorism.
- D. CM@Risk’s entitlement to an adjustment of Contract Times or Guaranteed Maximum Price is limited as follows:
1. CM@Risk’s entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. CM@Risk shall not be entitled to an adjustment in Guaranteed Maximum Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of CM@Risk. Such a concurrent delay by CM@Risk shall not preclude an adjustment of Contract Times to which CM@Risk is otherwise entitled.
 3. Adjustments of Contract Times or Guaranteed Maximum Price are subject to the provisions of Article 11.
- E. Each CM@Risk request or Change Proposal seeking an increase in Contract Times or Guaranteed Maximum Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days’ increase in Contract Times claimed because of each such cause of delay, disruption, or interference; and

5. The impact on Guaranteed Maximum Price, in accordance with the provisions of Paragraph 11.07.

CM@Risk shall also furnish such additional supporting documentation as Owner or Design Professional may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

- F. Delays, disruption, and interference with the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify CM@Risk in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which CM@Risk must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish CM@Risk 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. CM@Risk 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. CM@Risk shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that CM@Risk 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. CM@Risk shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for CM@Risk's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the

Work or from other actions or conduct of the CM@Risk or those for which CM@Risk is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the CM@Risk or those for which CM@Risk is responsible, CM@Risk shall (a) take immediate corrective or remedial action as required by Paragraph 7.16, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, INDEMNIFY AND HOLD HARMLESS OWNER, AND DESIGN PROFESSIONAL, AND THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM AND AGAINST ANY SUCH CLAIM, AND AGAINST ALL COSTS, LOSSES, AND DAMAGES, INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF DESIGN PROFESSIONALS, 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, DESIGN PROFESSIONAL, OR ANY OTHER PARTY INDEMNIFIED HEREUNDER TO THE EXTENT CAUSED DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART BY, OR BASED UPON, CM@RISK'S PERFORMANCE OF THE WORK, OR BECAUSE OF OTHER ACTIONS OR CONDUCT OF THE CM@RISK OR THOSE FOR WHICH CM@RISK IS RESPONSIBLE.
- B. Removal of Debris During Performance of the Work – During the progress of the Work the CM@Risk shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
- C. Cleaning – Prior to Substantial Completion of the Work CM@Risk shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work CM@Risk 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 – CM@Risk shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CM@Risk subject any part of the Work or adjacent structures or land to stresses or pressures that could damage said structures or decrease their durability.

5.03 Subsurface and Physical Conditions

- A. Reports and Drawings – The following tables identify:
 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site, except Underground Facilities, that contain Technical Data; and
 3. Technical Data described in such reports and drawings.

4. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which CM@Risk may rely:

Report Title	Date of Report	Technical Data
Geotechnical Evaluation: Alvin Wastewater Treatment Plant Expansion	April 26, 2023	<u>Project site geotechnical evaluation</u>

- a. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site, except Underground Facilities, that contain Technical Data, and specifically identifies the Technical Data upon which CM@Risk may rely:

Drawings Title	Date of Drawings	Technical Data
None	None	None

- B. Underground Facilities – Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. Reliance by CM@Risk on Technical Data – CM@Risk may rely upon the accuracy of the Technical Data expressly identified in this document 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 CM@Risk may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.31.
- D. Limitations of Other Data and Documents – Except for such reliance on Technical Data, CM@Risk may not rely upon or make any claim against Owner or Design Professional, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for CM@Risk’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CM@Risk, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to CM@Risk, such as record drawings from other projects at or adjacent to the Site, or Owner’s archival documents concerning the Site; or
 4. any CM@Risk interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

- E. Supplemental Investigations of Site Conditions and Underground Facilities – As a part of Design Phase Agreement services, CM@Risk may have informed Owner of additional examination, investigation, exploration, testing, or study (Supplemental Investigations) of subsurface or physical conditions, and Underground Facilities at the Site prior to commencement of construction that would be advantageous, practical, and cost-effective, specifically identifying the nature and scope of any such recommended Supplemental Investigations. CM@Risk will be entitled to rely on the results of any Supplemental Investigations conducted, together with the Technical Data cited above, in planning and pricing construction at the Site.
- F. CM@Risk will be bound by any additional knowledge regarding Site conditions that CM@Risk may have gained while providing Design Phase Contract services.

5.04 Differing Subsurface or Physical Conditions

- A. Notice by CM@Risk – If CM@Risk believes that any subsurface or physical condition that is uncovered or revealed at the Site:
 - 1. is of such a nature as to establish that any Technical Data or Supplemental Investigations results on which CM@Risk is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 - 2. is of such a nature as to require a change in the Drawings or Specifications;
 - 3. differs materially from that shown or indicated in the Contract Documents; or
 - 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then CM@Risk 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 7.16, notify Design Professional in writing about such condition. CM@Risk 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 CM@Risk to do so.

- B. Design Professional's Review – After receipt of written notice as required by the preceding paragraph, Design Professional will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from CM@Risk; prepare recommendations to Owner regarding the CM@Risk'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 Design Professional's findings, conclusions, and recommendations.
- C. Design Professional's Statement to CM@Risk Regarding Site Condition – After receipt of Owner's response and instructions regarding Design Professional's written findings, conclusions, and recommendations, Design Professional will issue a written statement to CM@Risk 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 informing CM@Risk of Design Professional's

written findings, conclusions, and recommendations, as revised based on Owner's response and instructions.

- D. Early Resumption of Work – If at any time Owner, in consultation with Design Professional, determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Design Professional's review or Design Professional's issuance of its statement to CM@Risk, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then Owner may instruct CM@Risk to resume such Work.
- E. Possible Price and Times Adjustments
 - 1. CM@Risk shall be entitled to an equitable adjustment in Guaranteed Maximum Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in CM@Risk's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Guaranteed Maximum Price will be subject to the provisions of Paragraph 13.02; and
 - c. CM@Risk's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 - 2. CM@Risk shall not be entitled to any adjustment in the Guaranteed Maximum Price or Contract Times with respect to a subsurface or physical condition if:
 - a. CM@Risk knew of the existence of such condition at the time CM@Risk made a commitment to Owner with respect to Guaranteed Maximum Price and Contract Times;
 - 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 Proposal Documents or Contract Documents to be conducted by or for CM@Risk prior to CM@Risk's making such commitment;
 - c. The existence of such condition reasonably could have been discovered or revealed as a result of practical and cost-effective Supplemental Investigations, as defined in Paragraph 5.03.E, but CM@Risk did not recommend any such Supplemental Investigations to Owner; or
 - d. CM@Risk failed to give the written notice required by Paragraph 5.04.A.
 - 3. If Owner and CM@Risk agree regarding CM@Risk's entitlement to and the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 - 4. CM@Risk may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times, no later

than thirty (30) days after Owner's issuance of the Owner's written statement to CM@Risk regarding the subsurface or physical condition in question.

- F. Underground Facilities; Hazardous Environmental Conditions – Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 Underground Facilities

- A. C CM@Risk's Responsibilities – cost of all the following is included in the Guaranteed Maximum Price, and CM@Risk shall have full responsibility for:
 - 1. Supplemental Investigations and knowledge gained as part of the Design Phase Contract services;
 - 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 - 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities prior to construction;
 - 4. coordination of the Work with the owners, including Owner, of such Underground Facilities, during construction; and
 - 5. the safety and protection of all existing Underground Facilities at the Site and repairing any damage thereto resulting from the Work.
- B. Notice by CM@Risk – If CM@Risk believes that an Underground Facility that is uncovered or revealed at the Site during construction was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then CM@Risk 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 7.16, notify Owner and Design Professional in writing regarding such Underground Facility.
- C. Design Professional's Review
 - 1. Design Professional will:
 - a. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, was not shown or indicated with reasonable accuracy, or should have been known to CM@Risk through Design Phase Contract services;
 - b. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner, and if necessary, issue any preliminary instructions to CM@Risk regarding the CM@Risk's resumption of Work in connection with the Underground Facility in question;
 - c. obtain any pertinent cost or schedule information from CM@Risk; 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

- d. advise Owner of Design Professional's findings, conclusions, and recommendations.

During such time, CM@Risk shall be responsible for the safety and protection of such Underground Facility.

- D. Design Professional's Statement to CM@Risk Regarding Underground Facility – After receipt of Owner's response to and recommendations regarding Design Professional's written findings, conclusions, and recommendations, Design Professional will issue a written statement to CM@Risk 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 informing CM@Risk of Design Professional's written findings, conclusions, and recommendations, as revised based on Owner's response and instructions.
- E. Early Resumption of Work – If at any time Owner, in consultation with Design Professional, determines that Work in connection with the Underground Facility may resume prior to completion of Design Professional's review or Design Professional's issuance of its statement to CM@Risk, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then Owner may instruct CM@Risk to resume such Work.
- F. Possible Price and Times Adjustments
 - 1. CM@Risk shall be entitled to an equitable adjustment in the Guaranteed Maximum Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in CM@Risk's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Guaranteed Maximum Price will be subject to the provisions of Paragraph 13.02;
 - b. CM@Risk's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. CM@Risk gave the notice required in Paragraph 5.05.B.
 - 2. CM@Risk shall not be entitled to any adjustment in the Guaranteed Maximum Price or Contract Times with respect to an existing Underground Facility if:
 - a. CM@Risk knew of the existence of such Underground Facility at the time CM@Risk made a commitment to Owner with respect to Guaranteed Maximum Price and Contract Times;
 - b. The existence of such Underground Facility 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 Proposal Documents or Contract Documents to be conducted by or for CM@Risk prior to CM@Risk's making such commitment;

- c. The existence of such Underground Facility reasonably could have been discovered or revealed as a result of practical and cost-effective Supplemental Investigations, as defined in Paragraph 5.03.E, but CM@Risk did not recommend any such Supplemental Investigations to Owner; or
 - d. CM@Risk failed to give the written notice required by Paragraph 5.04.A.
3. If Owner and CM@Risk agree regarding CM@Risk's entitlement to and the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. CM@Risk may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Guaranteed Maximum Price or Contract Times, no later than thirty (30) days after Owner's issuance of the Owner's written statement to CM@Risk regarding the Underground Facility in question.
 5. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, (c) gathered in an investigation conducted in accordance with the current edition of ASCE Manual 38, Standard Guideline for Investigating and Documenting Existing Utilities, by the American Society of Civil Engineers, or (d) Supplemental Investigations. If such information or data is incorrect or incomplete, CM@Risk's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

A. Reports and Drawings – The following tables identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data described in such reports and drawings.
4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data, if any, upon which CM@Risk may rely:

Report Title	Date of Report	Technical Data
None	None	None

- a. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data, if any, contained in such Drawings upon which CM@Risk may rely:

Drawings Title	Date of Drawings	Technical Data
None	None	None

- B. Reliance by CM@Risk on Technical Data Authorized – CM@Risk may rely upon the accuracy of the Technical Data 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 CM@Risk may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.31. Except for such reliance on Technical Data, CM@Risk may not rely upon or make any claim against Owner, or, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for CM@Risk’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by CM@Risk, and safety precautions and programs incident thereto;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any CM@Risk interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.
- C. CM@Risk shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. CM@Risk shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by CM@Risk, Subcontractors, Suppliers, or anyone else for whom CM@Risk is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If CM@Risk encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if CM@Risk or anyone for whom CM@Risk is responsible creates a Hazardous Environmental Condition, then CM@Risk 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 7.16; and (3) notify Owner and Design Professional, and promptly thereafter confirm such notice in writing. Owner shall promptly consult with Design Professional concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Design Professional, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide CM@Risk with the written notice required by Paragraph 5.06.E. If CM@Risk or anyone for whom CM@Risk is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition and impose a set-off against payments to account for the associated costs.
- F. CM@Risk 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 CM@Risk either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

- G. If Owner and CM@Risk cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Guaranteed Maximum Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by CM@Risk, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within thirty (30) days of Owner's written notice regarding the resumption of Work, CM@Risk may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, CM@Risk does not agree to resume such Work based on a reasonable belief it is unsafe or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, OWNER SHALL INDEMNIFY AND HOLD HARMLESS CM@RISK, SUBCONTRACTORS, AND DESIGN PROFESSIONAL, AND THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS, AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES, INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF CONSTRUCTION MANAGERS, DESIGN PROFESSIONALS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT, ARBITRATION, OR OTHER DISPUTE RESOLUTION COSTS, ARISING OUT OF OR RELATING TO A HAZARDOUS ENVIRONMENTAL CONDITION, PROVIDED THAT SUCH HAZARDOUS ENVIRONMENTAL CONDITION (1) WAS NOT SHOWN OR INDICATED IN THE DRAWINGS, SPECIFICATIONS, OR OTHER CONTRACT DOCUMENTS, IDENTIFIED AS TECHNICAL DATA ENTITLED TO LIMITED RELIANCE PURSUANT TO PARAGRAPH 5.06.B, OR IDENTIFIED IN THE CONTRACT DOCUMENTS TO BE INCLUDED WITHIN THE SCOPE OF THE WORK, AND (2) WAS NOT CREATED BY CM@RISK OR BY ANYONE FOR WHOM CM@RISK IS RESPONSIBLE. NOTHING IN THIS PARAGRAPH 5.06.I OBLIGATES OWNER TO INDEMNIFY ANY INDIVIDUAL OR ENTITY FROM AND AGAINST THE CONSEQUENCES OF THAT INDIVIDUAL'S OR ENTITY'S OWN NEGLIGENCE.
- J. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CM@RISK SHALL INDEMNIFY AND HOLD HARMLESS OWNER, AND DESIGN PROFESSIONAL, AND THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS, AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES, INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF CONSTRUCTION MANAGERS DESIGN PROFESSIONALS, 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 CM@RISK OR BY ANYONE FOR WHOM CM@RISK IS RESPONSIBLE, OR TO A HAZARDOUS ENVIRONMENTAL CONDITION CREATED BY CM@RISK OR BY ANYONE FOR WHOM CM@RISK IS RESPONSIBLE. NOTHING IN THIS PARAGRAPH 5.06.J OBLIGATES CM@RISK TO INDEMNIFY ANY INDIVIDUAL OR ENTITY FROM AND AGAINST THE CONSEQUENCES OF THAT INDIVIDUAL'S OR ENTITY'S OWN NEGLIGENCE.

- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

- A. No later than the execution of the Construction Contract the CM@Risk shall furnish a performance bond and a payment bond, each in an amount at least equal to the Guaranteed Maximum Price, as security for the faithful performance and payment of CM@Risk's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment on the Contract becomes due or until completion of the correction period for the Contract specified in Paragraph 15.09, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, or other provisions of the Contract. The premium costs of such bonds are:
1. included in Construction Support Cost if purchased for the Work based on the Estimated Guaranteed Maximum Price established with the Agreement; or
- B. CM@Risk shall also furnish such other bonds, if any, as are required by other provisions of the Contract.
- C. All bonds must be in the form included in the Contract Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations.
- D. If the surety on a bond furnished by CM@Risk is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then CM@Risk shall promptly notify Owner and Design Professional in writing and shall, within twenty (20) days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- E. If CM@Risk has failed to obtain a required bond, Owner may exclude the CM@Risk from the Site and exercise Owner's termination rights under the Design Phase Contract services Agreement.
- F. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- G. Upon request to CM@Risk from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, CM@Risk shall provide a copy of the payment bond to such person or entity.
- H. Performance Bonds required of certain Subcontractors and Suppliers – see Paragraph 7.10.O.

6.02 Insurance – General Provisions

- A. Owner and CM@Risk shall obtain and maintain insurance as required in the Agreement.
- B. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not adequate to meet the insurance requirements of this Contract, unless expressly allowed in the Agreement.

- C. Failure of Owner or CM@Risk to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or CM@Risk to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain, and maintain such insurance.
- D. In addition to the liability insurance required to be provided by CM@Risk, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by CM@Risk, and CM@Risk cannot rely upon Owner's liability policies for any of CM@Risk's obligations to the Owner, Design Professional, or third parties.
- E. CM@Risk shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner, Design Professional, and any other individuals or entities identified as additional insureds on CM@Risk's liability policies, on each Subcontractor's commercial general liability policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- F. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any cancellation of the required coverage.
- G. If CM@Risk has failed to obtain and maintain required insurance, CM@Risk's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs, including but not limited to the cost of purchasing necessary insurance coverage, and exercise Owner's termination rights under the Contract Documents.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect, but is in no way obligated, to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- I. The insurance and insurance limits required herein will not be deemed as a limitation on CM@Risk's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

6.03 CM@Risk's Insurance

- A. Required Insurance – CM@Risk shall purchase and maintain worker's compensation, commercial general liability, and other insurance pursuant to the specific requirements of the Agreement.
- B. General Provisions – The policies of insurance required by the Agreement must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;

3. remain in effect at least until the Work is complete, as set forth in Paragraph 15.07.D, and longer if expressly required elsewhere in this Contract, and at all times thereafter when CM@Risk may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 4. apply with respect to the performance of the Work, whether such performance is by CM@Risk, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 5. include all necessary endorsements to support the stated requirements.
- C. Additional Insureds – The CM@Risk’s commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner, Design Professional, and any individuals or entities identified as additional insureds in the Agreement;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby, including as applicable those arising from both ongoing and completed operations;
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by CM@Risk’s acts or omissions, or the acts and omissions of those working on CM@Risk’s behalf, in the performance of CM@Risk’s operations.

6.04 Builder’s Risk and Other Property Insurance

- A. Builder’s Risk – The specific requirements applicable to the builder’s risk insurance are set forth in the Agreement.
- B. Property Insurance for Facilities of Owner Where Work Will Occur – Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder’s risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.07.D.
- C. Property Insurance for Substantially Complete Facilities – Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.07.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder’s risk insurance. The builder’s risk insurance may terminate upon written confirmation of Owner’s procurement of such property insurance.

- D. Partial Occupancy or Use by Owner – If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.05, then Owner, directly, if it is the purchaser of the builder’s risk policy, or through CM@Risk, will provide advance notice of such occupancy or use to the builder’s risk insurer and obtain coverage or an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. Insurance of Other Property; Additional Insurance – If the express insurance provisions of the Contract do not require or address the insurance of a property Item or interest, then the entity or individual owning such property Item will be responsible for insuring it. If CM@Risk elects to obtain other special insurance to be included in or supplement the builder’s risk or property insurance policies provided under this Paragraph 6.04, CM@Risk may do so at its expense.
- E. Installation Floater
 - 1. At the option of either the Owner or CM@Risk, the CM@Risk shall provide and maintain installation floater insurance on a broad form or “all risk” policy providing coverage for materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work (Covered Property). Coverage under the CM@Risk’s installation floater will include loss from covered “all risk” causes (perils) to Covered Property:
 - a. of the CM@Risk, and Covered Property of others that is in CM@Risk’s care, custody, and control;
 - b. while in transit to the Site, including while at temporary storage sites;
 - c. while at the Site awaiting and during installation, erection, and testing;
 - d. continuing at least until the installation or erection of the Covered Property is completed, and the Work into which it is incorporated is accepted by Owner.
 - 2. The installation floater coverage cannot be contingent on an external cause or risk or limited to property for which the CM@Risk is legally liable.
 - 3. The installation floater coverage will be in an amount adequate to protect CM@Risk’s interest in the Covered Property. The CM@Risk will be solely responsible for any deductible carried under this coverage.
 - 4. This policy will include a waiver of subrogation applicable to Owner, CM@Risk, Design Professional, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

6.05 Property Losses; Subrogation

- A. The builder’s risk insurance or installation floater policy purchased and maintained in accordance the Agreement, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Design Professional, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
 - 1. OWNER AND CM@RISK WAIVE ALL RIGHTS AGAINST EACH OTHER AND THE RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS, AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FOR ALL LOSSES AND DAMAGES CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY OF THE PERILS, RISKS, OR

CAUSES OF LOSS COVERED BY SUCH POLICIES AND ANY OTHER PROPERTY INSURANCE APPLICABLE TO THE WORK; AND, IN ADDITION, WAIVE ALL SUCH RIGHTS AGAINST DESIGN PROFESSIONAL, ITS CONSULTANTS, ALL INDIVIDUALS OR ENTITIES IDENTIFIED AS BUILDER'S RISK OR INSTALLATION FLOATER INSUREDS, AND THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS, AND SUBCONTRACTORS OF EACH AND ANY OF THEM, UNDER SUCH POLICIES FOR LOSSES AND DAMAGES SO CAUSED.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or CM@Risk as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.05, after Substantial Completion pursuant to Paragraph 15.04, or after final payment pursuant to Paragraph 15.07, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against CM@Risk, Subcontractors, or Design Professional, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
- C. Owner waives all rights against CM@Risk, Subcontractors, and Design Professional, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. CM@Risk shall assure that each subcontract contains provisions whereby the Subcontractor waives all rights against Owner, CM@Risk, Design Professional, all individuals or entities identified as insureds, their consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 Receipt and Application of Property Insurance Proceeds

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured will act as fiduciary for the other insureds and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within fifteen (15) days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 must maintain such proceeds in a segregated account and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, CM@Risk shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CM@RISK'S RESPONSIBILITIES

7.01 CM@Risk's Means and Methods of Construction

- A. CM@Risk shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or CM@Risk determines, that engineering or other design services are needed to carry out CM@Risk's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then CM@Risk shall cause such services to be provided by a properly licensed design professional, at CM@Risk's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Design Professional has any responsibility with respect to (1) CM@Risk's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by CM@Risk, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 Supervision and Superintendence

- A. CM@Risk shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, CM@Risk shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Design Professional except under extraordinary circumstances.

7.03 CM@Risk Services – Key Personnel and Subconsultants

- A. CM@Risk will provide the services of the key individuals identified in the Agreement for CM@Risk Services for the duration of the time required to provide these services. CM@Risk may substitute other individuals for the key individuals identified in the Agreement or for individuals previously approved only upon good cause and with the written consent of the Owner. Subject to the foregoing, not providing the individuals proposed may be the grounds for termination of this Contract.
- B. CM@Risk may provide CM@Risk Services through one or more subconsultants under contract to CM@Risk provided, however, that CM@Risk remains responsible to the Owner for all duties and obligations of the CM@Risk under this Contract, and in rendering services any such subconsultant must comply with all applicable terms and conditions of the Contract Documents. If the Agreement identifies a specific subconsultant, CM@Risk will provide the

services of such subconsultant for the duration of the time required to complete the subcontracted tasks. CM@Risk may substitute other subconsultants for the subconsultants identified in the Agreement or previously approved only with the written consent of the Owner. Subject to the foregoing, not providing the subconsultants proposed may be the grounds for termination of this Contract.

7.04 Quality of CM@Risk Services

- A. The Design Professional, with the concurrence of Owner and Design Professional, has the right to reject or disapprove any substandard portion of the CM@Risk Services. Design Professional will provide written notice stating the reason for the rejection or disapproval. CM@Risk will revise the services in question to address the inadequacies identified by Design Professional.
- B. CM@Risk acknowledges that any review or approval of CM@Risk Services by the Owner does not relieve CM@Risk of its responsibility to properly and timely perform such services.

7.05 Continuation or Termination of CM@Risk Services

- A. Owner may terminate this Contract for Owner's convenience at the completion of Design Phase Contract services if Owner determines that doing so is in Owner's best interest. Owner is not obligated to cite a reason for such a termination, but in making its determination Owner may wish to consider factors such as the quality of the CM@Risk Services, facts that indicate that the Project cannot be constructed for a cost within the Owner's budget, and changes in key personnel.
- B. The Owner may terminate the Contract for Owner's convenience at the end of Procurement Services if Owner determines that doing so is in Owner's best interest. Owner is not obligated to cite a reason for such a termination, but in making its determination, Owner may wish to consider factors such as whether CM@Risk is unable to offer a Guaranteed Maximum Price within the Owner's budget, or whether it will be advantageous to bid out the Work as a whole on a stipulated price basis.

7.06 Labor; Working Hours

- A. CM@Risk shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CM@Risk shall maintain good discipline and order at the Site.
- B. CM@Risk shall provide or furnish:
 - 1. Construction-related services as described in Division 00 and Division 01 of the Contract Documents;
 - 2. Post-construction services as described in Division 00 and Division 01 of the Contract Documents; and
 - 3. All other construction-related and post-construction services described in the Contract Documents.
- C. CM@Risk shall be fully responsible to Owner, and Design Professional for all acts and omissions of CM@Risk's employees; of subconsultants, Suppliers, and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the CM@Risk services or the Work, just as CM@Risk is responsible for CM@Risk's own acts and omissions.

- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. CM@Risk will not perform Work on a Saturday, Sunday, or legal holiday. CM@Risk may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.07 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, CM@Risk shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Design Professional, the CM@Risk shall furnish satisfactory evidence, including reports of required tests, as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.
- D. CM@Risk will be fully responsible for the quality and effectiveness of (1) all services performed or provided by CM@Risk, including but not limited to CM@Risk services and general services in support of construction, and (2) of the deliverables and documentation associated with all such services.

7.08 "Or Equals"

- A. CM@Risk's Request; Governing Criteria – Whenever an Item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Guaranteed Maximum Price has been based upon CM@Risk 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, CM@Risk may request that Design Professional authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Design Professional, determines that an item of equipment or material proposed by CM@Risk is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Design Professional will deem it an "or equal" item. For the purposes of this paragraph, a proposed Item of equipment or material will be considered functionally equal to an Item so named if:
 - a. in the exercise of reasonable judgment Design Professional determines that the proposed item:

- 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. CM@Risk certifies that if the proposed Item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the Item will conform substantially to the detailed requirements of the Item named in the Contract Documents.
- B. CM@Risk's Expense – CM@Risk shall provide all data in support of any proposed "or equal" Item at CM@Risk's expense.
- C. Design Professional's Evaluation and Determination – Design Professional will be allowed a reasonable time to evaluate each "or-equal" request. Design Professional may require CM@Risk to furnish additional data about the proposed "or-equal" item. Design Professional will be the sole judge of acceptability. No "or-equal" Item will be ordered, furnished, installed, or utilized until Design Professional's review is complete and Design Professional has determined that the proposed Item is equal, which will be evidenced by an approved Shop Drawing or other written communication. Design Professional will advise CM@Risk in writing of any negative determination.
- D. Effect of Design Professional's Determination – Neither approval nor denial of an "or-equal" request will result in any change in Guaranteed Maximum Price. The Design Professional's denial of an "or-equal" request will be final and binding and may not be reversed through an appeal under any provision of the Contract.
- E. Treatment as a Substitution Request – If Design Professional determines that an item of equipment or material proposed by CM@Risk does not qualify as an "or-equal" item, CM@Risk may request that Design Professional consider the Item a proposed substitute pursuant to Paragraph 7.09.

7.09 Substitutes

- A. CM@Risk's Request; Governing Criteria – Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, CM@Risk may request that Design Professional authorize the use of other items of equipment or material under the circumstances described below.
- B. The following provisions apply to all substitute requests:
1. CM@Risk shall submit adequate information as provided below to allow Design Professional to determine if the Item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Owner will not accept

requests for review of proposed substitute items of equipment or material from anyone other than CM@Risk.

2. The requirements for review by Design Professional will be as set forth in Paragraph 7.09, as supplemented by the Specifications, and as Design Professional may decide is appropriate under the circumstances.
3. CM@Risk shall make written application to Design Professional for review of a proposed substitute Item of equipment or material that CM@Risk seeks to furnish or use. The application:
 - a. will certify that the proposed substitute Item will:
 - 1) adequately perform the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the Item specified; and
 - 3) be suited to the same use as the Item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute Item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute Item in the Work will require a change in any of the Contract Documents, or in the provisions of any other direct contract with Owner for other work on the Project, to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute Item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute Item from the Item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain, to the extent applicable, an itemized estimate of all costs, anticipated price impacts, or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Guaranteed Maximum Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- C. Design Professional's Evaluation and Determination – Design Professional will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Design Professional may require CM@Risk to furnish additional data about the proposed substitute item. Design Professional will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Design Professional's review is complete and Design Professional determines that the proposed Item is an acceptable substitute.
- D. For substitute requests made after the setting of the GMP, or in an untimely manner, the following apply:

1. Design Professional's determination will be evidenced by a Field Order, or a proposed Change Order issued by the Design Professional accounting for the substitute itself and all related impacts, including changes in Guaranteed Maximum Price or Contract Times. Design Professional will advise CM@Risk in writing of any negative determination.
2. Special Guarantee – Design Professional may require CM@Risk to furnish at CM@Risk's expense a special performance guarantee or other surety with respect to the substitute.
3. Reimbursement of Review Cost – Design Professional will record their costs in evaluating the substitute proposed or submitted by CM@Risk. Whether or not Design Professional approves a substitute so proposed or submitted by CM@Risk, CM@Risk shall reimburse Owner for the reasonable charges of Design Professional for evaluating each such proposed substitute. CM@Risk shall also reimburse Owner for the reasonable charges of Design Professional for making changes in the Contract Documents, or in the provisions of any other direct contract with Owner resulting from the acceptance of each proposed substitute.
4. CM@Risk's Expense – CM@Risk shall provide all data in support of any proposed substitute at CM@Risk's expense.
5. Effect of Design Professional's Determination – If Design Professional approves the substitute request, CM@Risk shall execute a Change Order and proceed with the substitute. The Design Professional's denial of a substitution request will be final and binding and may not be reversed through an appeal under any provision of the Contract. CM@Risk may challenge the scope of reimbursement costs imposed under Paragraph 7.09, by timely submittal of a Change Proposal.

7.10 Concerning Subcontractors and Suppliers

- A. CM@Risk may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The CM@Risk's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve CM@Risk's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. CM@Risk shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. As a general matter, CM@Risk shall retain Subcontractors and Suppliers for Work as described in the Agreement. If there is a conflict between such provisions of the Agreement and this paragraph, the provisions of the Agreement will govern.
- D. Subsequent to the submittal of CM@Risk's Proposal or final negotiation of the terms of the Contract, Owner may not require CM@Risk to retain any Subcontractor or Supplier against which CM@Risk has reasonable objection to furnish or perform any of the Work.
- E. Prior to entry into any binding subcontract or purchase order, CM@Risk shall submit to Owner the identity of the proposed Subcontractor or Supplier, unless Owner has already deemed such proposed Subcontractor or Supplier acceptable in the CM@Risk Design Phase Contract services, the Subcontractor and Supplier procurement process, or otherwise. Such proposed Subcontractor or Supplier will be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five (5) days.

- F. Owner may require the replacement of a Subcontractor or Supplier. Owner also may require CM@Risk to retain specific replacements; provided, however, that Owner may not require a replacement to which CM@Risk has a reasonable objection. If CM@Risk has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, through the Subcontractor and Supplier procurement process or otherwise, and Owner has accepted it, either in writing or by failing to make written objection thereto, then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. CM@Risk shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- G. If Owner requires the replacement of any Subcontractor or Supplier retained by CM@Risk to perform any part of the Work, then CM@Risk shall be entitled to an adjustment in Guaranteed Maximum Price or Contract Times, with respect to the replacement; and CM@Risk shall initiate a Change Proposal for such adjustment within thirty (30) days of Owner's requirement of replacement.
- H. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- I. On a monthly basis, CM@Risk shall submit to Design Professional a complete list of all Subcontractors and Suppliers having a direct contract with CM@Risk, and of all other Subcontractors and Suppliers known to CM@Risk at the time of submittal.
- J. CM@Risk shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- K. The divisions and sections of the Specifications and the identifications of any Drawings do not control CM@Risk in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- L. All Work performed for CM@Risk by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Design Professional.
- M. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to CM@Risk for Work performed for CM@Risk by the Subcontractor or Supplier.
- N. CM@Risk shall restrict all Subcontractors and Suppliers from communicating with Design Professional or Owner, except through CM@Risk or in case of an emergency, or as otherwise expressly allowed in this Contract.
- O. CM@Risk will perform or undertake the responsibilities of any Subcontractor or Supplier that defaults, fails to perform, declares bankruptcy, or meets any of the other requirements for termination for cause listed as applying to the CM@Risk as described the Design Phase Contract services.
 - 1. If, for a specific Subcontractor or Supplier, CM@Risk determines that CM@Risk would not reasonably be able to self-perform the Subcontractor's work or meet the Supplier's obligations in the event of the Subcontractor or Supplier default, then CM@Risk may require a subcontract/supplier performance bond, the costs of which will be reimbursed

as a Cost of the Work. Before requiring such a bond, CM@Risk will consult with Design Professional and consider whether other protective measures are feasible and more cost-effective.

2. If Owner requires that CM@Risk enter into a subcontract with a Subcontractor to which the CM@Risk has reasonable objections, CM@Risk may require subcontract performance and payment bonds, the costs of which will be reimbursed as a Cost of the Work.

7.11 Patent Fees and Royalties

- A. CM@Risk shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Design Professional, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, then the existence of such rights will be disclosed in the Contract Documents.
- B. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, OWNER SHALL INDEMNIFY AND HOLD HARMLESS CM@RISK, AND ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS, AND SUBCONTRACTORS, FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES, INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF CONSTRUCTION MANAGERS, DESIGN PROFESSIONALS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS, ARISING OUT OF OR RELATING TO ANY INFRINGEMENT OF PATENT RIGHTS OR COPYRIGHTS INCIDENT TO THE USE IN THE PERFORMANCE OF THE WORK OR RESULTING FROM THE INCORPORATION IN THE WORK OF ANY INVENTION, DESIGN, PROCESS, PRODUCT, OR DEVICE SPECIFIED IN THE CONTRACT DOCUMENTS, BUT NOT IDENTIFIED AS BEING SUBJECT TO PAYMENT OF ANY LICENSE FEE OR ROYALTY TO OTHERS REQUIRED BY PATENT RIGHTS OR COPYRIGHTS.
- C. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CM@RISK SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND DESIGN PROFESSIONAL, AND THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES, INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF CONSTRUCTION MANAGERS, DESIGN PROFESSIONALS, 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.

7.12 Taxes

- A. CM@Risk shall pay all sales, consumer, use, and other similar taxes required to be paid by CM@Risk in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.13 Laws and Regulations

- A. CM@Risk shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of CM@Risk services or the Work. Neither Owner nor Design Professional will be responsible for monitoring CM@Risk's compliance with Laws or Regulations.
- B. IF CM@RISK PERFORMS ANY CM@RISK SERVICES OR WORK OR TAKES ANY OTHER ACTION KNOWING OR HAVING REASON TO KNOW THAT IT IS CONTRARY TO LAWS OR REGULATIONS, CM@RISK SHALL BEAR ALL RESULTING COSTS AND LOSSES, AND SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND DESIGN PROFESSIONAL, AND THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS, AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES, INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF CONSTRUCTION MANAGERS, DESIGN PROFESSIONALS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS, ARISING OUT OF OR RELATING TO SUCH CM@RISK SERVICES, WORK, OR OTHER ACTION.
- C. It is not CM@Risk's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve CM@Risk of its obligations under Paragraph 3.03.
- D. Owner or CM@Risk may give written notice to the other party of any changes after the Effective Date of the Contract in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and CM@Risk are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Guaranteed Maximum Price or Contract Times resulting from such changes, then within thirty (30) days of such written notice CM@Risk may submit a Change Proposal, or Owner may initiate a Claim.

7.14 Safety and Protection

- A. CM@Risk shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. CM@Risk 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.
- C. All damage, injury, or loss to any property referred to in Paragraph 7.14.B.2 or 7.16.C.3 caused, directly or indirectly, in whole or in part, by CM@Risk, 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, will be remedied by CM@Risk at its expense, except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner, or Design Professional 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 CM@Risk or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them.

- D. CM@Risk shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- E. CM@Risk shall notify Design Professional, Owner, the owners of adjacent property, the owners of Underground Facilities and other utilities, if the identity of such owners is known to CM@Risk, and other contractors and utility owners performing work at or adjacent to the Site, in writing, when CM@Risk knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- F. CM@Risk shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Specifications.
- G. CM@Risk shall inform Owner and Design Professional of the specific requirements of CM@Risk's safety program with which Owner's and Design Professional's employees and representatives must comply while at the Site.
- H. CM@Risk's duties and responsibilities for safety and protection will continue until all the Work is completed, Design Professional has issued a written notice to Owner and CM@Risk in accordance with Paragraph 15.07.C that the Work is acceptable, and CM@Risk has left the Site, except as otherwise expressly provided in connection with Substantial Completion.
- I. CM@Risk's duties and responsibilities for safety and protection will resume whenever CM@Risk 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.

7.15 Hazard Communication Programs

- A. CM@Risk shall be responsible for coordinating any exchange of 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.

7.16 Emergencies

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, CM@Risk is obligated to act to prevent damage, injury, or loss. CM@Risk shall give Owner and Design Professional prompt written notice if CM@Risk believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency or are required as a result of CM@Risk's response to an emergency. If Design Professional determines that a change in the Contract Documents is required because of an emergency or CM@Risk's response, a Change Order will be issued.

7.17 Submittals

A. Shop Drawing and Sample Requirements

1. Before submitting a Shop Drawing or Sample, CM@Risk shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to CM@Risk's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that CM@Risk has satisfied CM@Risk's obligations under the Contract Documents with respect to CM@Risk's review of that Submittal, and that CM@Risk approves the Submittal.
3. With each Shop Drawing or Sample, CM@Risk shall give Design Professional specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. Submittal Procedures for Shop Drawings and Samples – CM@Risk shall label and submit Shop Drawings and Samples for review to Design Professional in accordance with the accepted Schedule of Submittals.

1. Shop Drawings
 - a. CM@Risk shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show the services, materials, and equipment CM@Risk proposes to provide, and to enable the information to be reviewed for the limited purposes required by Paragraph 7.17.D.
2. Samples
 - a. CM@Risk shall submit the number of Samples required in the Specifications.
 - b. CM@Risk shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Design

Professional may require to enable Design Professional to review the Sample for the limited purposes required by Paragraph 7.17.D.

- C. Proceeding without Design Professional's Approval – Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, Owner will not pay for related Work, including equipment or materials, until Design Professional approves the Shop Drawing or Sample. If CM@Risk proceeds without such approval, CM@Risk will bear the full risk of all resulting delays, costs, and losses, including but not limited to removal, corrective, purchase, and installation costs, if such approval is not granted.
- D. Design Professional's Review of Shop Drawings and Samples
 - 1. Design Professional will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Design Professional's review will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 - 2. Design Professional's review and approval, if any, will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 - 3. Design Professional's review and approval, if any, of a separate Item as such will not indicate approval of the assembly in which the Item functions.
 - 4. Design Professional's review and approval, if any, of a Shop Drawing or Sample will not relieve CM@Risk from responsibility for any variation from the requirements of the Contract Documents unless CM@Risk has complied with the requirements of Paragraph 7.17.A.3 and Design Professional has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Design Professional will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
 - 5. Design Professional's review and approval, if any, of a Shop Drawing or Sample will not relieve CM@Risk from responsibility for complying with the requirements of Paragraphs 7.17.A and B.
 - 6. Design Professional's review and approval, if any, of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Guaranteed Maximum Price, unless such changes are included in a Change Order.
 - 7. Neither receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such Item becoming a Contract Document.
 - 8. CM@Risk 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 7.17.D.4.
- E. Resubmittal Procedures for Shop Drawings and Samples

1. CM@Risk shall make required corrections and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. CM@Risk shall direct specific attention in writing to revisions other than the corrections called for on previous Submittals.
 2. CM@Risk shall furnish required Shop Drawing and Sample submittals with adequate information and accuracy to obtain required approval of an Item with no more than two resubmittals. Design Professional will record Design Professional's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and CM@Risk shall be responsible for Design Professional's charges to Owner for such time. Owner may impose a set-off against payments due CM@Risk to secure reimbursement for such charges.
 3. If CM@Risk requests a change of a previously approved Shop Drawing or Sample, CM@Risk shall be responsible for Design Professional's charges to Owner for its review time, and Owner may impose a set-off against payments due CM@Risk to secure reimbursement for such charges, unless the need for such change is beyond the control of CM@Risk.
- F. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs
1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. CM@Risk shall submit all such Submittals to Design Professional in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. A timely review will be made of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, CM@Risk shall confer with Design Professional regarding the reason for the non-acceptance and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 4.04, 7.17, and 15.02.
- G. Owner-delegated Designs – Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.20.

7.18 CM@Risk's General Warranty and Guarantee

- A. CM@Risk warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Design Professional is entitled to rely on CM@Risk's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.09. The time in which

Owner may enforce its warranty and guarantee rights under this Paragraph 7.20 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.09:

1. Owner shall give CM@Risk written notice of any defective Work within sixty (60) days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within thirty (30) days of the notice.
- C. CM@Risk's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, maintenance, or operation, by persons other than CM@Risk, Subcontractors, Suppliers, or any other individual or entity for whom CM@Risk is responsible; or
 2. normal wear and tear under normal usage.
- D. CM@Risk shall perform or provide CM@Risk services in accordance with the Contract Documents and good construction management practice.
- E. CM@Risk's obligation to perform and complete the CM@Risk services and the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of CM@Risk services or Work that is not in accordance with the Contract Documents, a release of CM@Risk's obligation to perform the CM@Risk services or Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.20:
1. Observations by Design Professional;
 2. Recommendation by Design Professional or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Design Professional or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Design Professional;
 7. The end of the correction period established in Paragraph 15.09;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- F. If the Contract requires CM@Risk to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to CM@Risk's performance obligations to Owner for the Work described in the assigned contract.

7.19 Indemnification

- A. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, AND IN ADDITION TO ANY OTHER OBLIGATIONS OF CM@RISK UNDER THE CONTRACT OR OTHERWISE, CM@RISK SHALL

INDEMNIFY AND HOLD HARMLESS OWNER AND DESIGN PROFESSIONAL, AND THE OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS OF EACH AND ANY OF THEM, FROM LOSSES, DAMAGES, COSTS, AND JUDGMENTS, INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF DESIGN PROFESSIONALS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS, AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS, ARISING FROM THIRD-PARTY CLAIMS OR ACTIONS RELATING TO OR RESULTING FROM THE PERFORMANCE OR FURNISHING OF CM@RISK SERVICES OR THE WORK, PROVIDED THAT ANY SUCH CLAIM, ACTION, LOSS, COST, JUDGMENT OR DAMAGE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO DAMAGE TO OR DESTRUCTION OF TANGIBLE PROPERTY, OTHER THAN THE WORK ITSELF, INCLUDING THE LOSS OF USE RESULTING THEREFROM, BUT ONLY TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF CM@RISK, ANY SUBCONTRACTOR, ANY SUPPLIER, SUBCONSULTANT, OR ANY INDIVIDUAL OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM TO PERFORM ANY OF THE CM@RISK SERVICES OR WORK, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

- B. IN CLAIMS AGAINST OWNER OR DESIGN PROFESSIONAL, OR ANY OF THEIR OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS, OR SUBCONTRACTORS, BY ANY CM@RISK EMPLOYEE, OR THE SURVIVOR OR PERSONAL REPRESENTATIVE OF SUCH EMPLOYEE, ANY SUBCONTRACTOR, ANY SUPPLIER, OR ANY INDIVIDUAL OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM TO PERFORM ANY OF THE WORK, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER PARAGRAPH 7.19.A WILL NOT BE LIMITED BY A LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR CM@RISK OR ANY SUCH SUBCONTRACTOR, SUPPLIER, OR OTHER INDIVIDUAL OR ENTITY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

7.20 Delegation of Professional Design Services

- A. Owner may require CM@Risk to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that CM@Risk must furnish to Design Professional with respect to the Owner-delegated design.
- B. CM@Risk shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by CM@Risk, a Subcontractor, or others for submittal to Design Professional, then such Shop Drawing or other Submittal must bear the written approval of CM@Risk's design professional when submitted by CM@Risk to Design Professional.
- D. Owner and Design Professional shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by CM@Risk under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

- E. Pursuant to this Paragraph 7.22, Design Professional's review, approval, and determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by CM@Risk pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.20;
 - 2. Confirming that CM@Risk, through its design professionals, has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by CM@Risk is consistent with the design concept expressed in the Contract Documents.
- F. CM@Risk shall not be responsible for the adequacy of performance or design criteria specified by Owner or Design Professional.
- G. CM@Risk is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 Other Work

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give CM@Risk written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to CM@Risk.
- C. CM@Risk shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. CM@Risk 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. CM@Risk shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that CM@Risk may cut or alter others' work with the written consent of Design Professional and the others whose work will be affected.
- E. If the proper execution or results of any part of CM@Risk's Work depends upon work performed by others, CM@Risk shall inspect such other work and promptly report to Design Professional in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of CM@Risk's Work. CM@Risk's failure to so report will constitute an acceptance of such other work as fit and

proper for integration with CM@Risk's Work except for latent defects and deficiencies in such other work.

- F. The provisions of this Article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by CM@Risk is governed by the provisions of Paragraph 4.05.C.3.

8.02 Coordination

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be provided to CM@Risk prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.

8.03 Legal Relationships

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of CM@Risk 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 CM@Risk shall be entitled to an equitable adjustment in the Guaranteed Maximum Price or the Contract Times. CM@Risk must submit any Change Proposal seeking an equitable adjustment in the Guaranteed Maximum Price or the Contract Times under this paragraph within thirty (30) days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will consider information, if any regarding such other work that was provided to CM@Risk in the Contract Documents prior to the submittal of the Proposal or the final negotiation of the terms of the Contract, and any remedies available to CM@Risk under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Guaranteed Maximum Price will be conditioned on CM@Risk assigning to Owner all CM@Risk's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. CM@Risk's entitlement to an adjustment of the Contract Times or Guaranteed Maximum Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. CM@Risk shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If CM@Risk 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 CM@Risk, and assign to such other contractor or utility owner the Owner's contractual rights against CM@Risk with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

2. When Owner is performing other work at or adjacent to the Site with Owner's employees, CM@Risk shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of CM@Risk's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due CM@Risk.
- C. If CM@Risk 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 CM@Risk's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of CM@Risk'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 CM@Risk, Owner, or Design Professional, then CM@Risk shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) INDEMNIFY AND HOLD HARMLESS OWNER AND DESIGN PROFESSIONAL, AND THEIR OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS FROM AND AGAINST ANY SUCH CLAIMS, AND AGAINST ALL COSTS, LOSSES, AND DAMAGES, INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF CONSTRUCTION MANAGERS, DESIGN PROFESSIONALS, 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 CM@Risk

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to CM@Risk through Design Professional.

9.02 Replacement of Design Professional

- A. Owner may at its discretion appoint a new Design Professional to replace Design Professional, provided CM@Risk makes no reasonable objection to the replacement Design Professional. The replacement Design Professional's status under the Contract Documents will be that of the former Design Professional.

9.03 Furnish Data

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 Pay CM@Risk

- A. Owner shall make payments to CM@Risk when they are due as provided in the Agreement.

9.05 Lands and Easements; Reports, Tests, and Drawings

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
 - C. Article 5 refers to Owner's identifying and making available to CM@Risk copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.
- 9.06 Insurance
- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6 and in the Agreement.
- 9.07 Change Orders
- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.
- 9.08 Inspections, Tests, and Approvals
- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.
- 9.09 Owner's Tasks in Support of CM@Risk services
- A. Owner shall provide CM@Risk with all criteria and full information as to Owner's requirements for the Project including drafts of proposed Contract Documents, general schedules and completion requirements, reports, surveys, permits, record documents from related previous projects, and other information as required for CM@Risk to provide services. Owner shall be responsible for, and CM@Risk may rely upon, the accuracy and completeness of all such criteria and information, and of any other programs, instructions, data, and other information furnished by Owner to CM@Risk pursuant to the Agreement. CM@Risk may use such criteria and information in performing or furnishing CM@Risk services.
 - B. Owner shall provide reasonable assistance to CM@Risk in securing the release of documents and information held by private entities and by public agencies as needed to provide services required by this Agreement.
 - C. Owner shall arrange for safe access to and make all provisions for CM@Risk to enter upon public and private property as required for CM@Risk to perform services.
 - D. Owner shall review documents presented by CM@Risk, make decisions, and carry out Owner's other responsibilities in a timely manner so as not to delay the CM@Risk's performance of its services.
 - E. Owner shall provide the services of attorneys, insurance consultants, financial advisors, and other professional advisors or consultants required for the Project, but not provided by the CM@Risk.
 - 1. Advise CM@Risk of the identity and scope of services of any independent consultant, designer, contractor, or other construction manager employed by Owner to perform or furnish services in regard to the Project, including cost estimating, project peer reviews, value engineering, and constructability reviews.
 - 2. Define and set forth the duties, responsibilities, and limitations of authority of these other parties as they relate to the duties, responsibilities, and authority of CM@Risk.

- F. Owner is not responsible for discovering deficiencies in the CM@Risk's Services. CM@Risk will correct any deficiencies without additional compensation, except to the extent this corrective action is directly attributable to deficiencies in Owner-furnished information.

9.10 Limitations on Owner's Responsibilities

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, CM@Risk's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CM@Risk to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for CM@Risk's failure to perform the Work in accordance with the Contract Documents.

9.11 Undisclosed Hazardous Environmental Condition

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.12 Evidence of Financial Arrangements

- A. Upon request of CM@Risk, Owner shall furnish CM@Risk reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract, including obligations under proposed changes in the Work.

9.13 Safety Programs

- A. While at the Site, Owner's employees and representatives will comply with the specific applicable requirements of CM@Risk's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to CM@Risk.

ARTICLE 10—STATUS OF DESIGN PROFESSIONAL DURING CONSTRUCTION

10.01 Owner's Design Professional

- A. Design Professional will be Owner's representative during the construction period.
- B. The general duties, responsibilities, and the limitations of authority of Design Professional during construction are set forth below.

10.02 Visits to Site

- A. Design Professional will make visits to the Site at intervals appropriate to the various stages of construction as Design Professional 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, Design Professional, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Design Professional will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Design Professional'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, Design Professional will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work. Design Professional will observe the Work; check

the quality, quantity, and progress of the Work; implement Owner's quality assurance program; and administer the Contract as Owner's representative.

- B. Design Professional's visits and observations are subject to all the limitations on Design Professional's authority and responsibility set forth in Paragraph 10.05. Particularly, but without limitation, during or as a result of Design Professional's visits or observations of CM@Risk's Work, Design Professional will not supervise, direct, control, or have authority over or be responsible for CM@Risk's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CM@Risk to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Determinations for Unit Price Work

- A. Design Professional will determine the actual quantities and classifications of Unit Price Work performed or furnished by CM@Risk as set forth in Paragraph 13.02.

10.04 Decisions on Requirements of Contract Documents and Acceptability of Work; Exercise of Authority

- A. Design Professional will render decisions regarding the requirements of the Contract Documents, and judge the quality and acceptability of the Work, pursuant to the specific procedures set forth herein for interpretations, Change Proposals, Applications for Payment, and acceptance of the Work.
 - 1. Before rendering such decisions or judgments, and before exercising its authority with respect to differing subsurface or physical conditions, Underground Facilities, "or equal" and substitute requests, emergencies, and similar matters, Design Professional will consider, as to all matters in question, (a) the design, as set forth in the Drawings, Specifications, or otherwise, (b) the quality or acceptability of the Work under the Contract Documents, or (c) other engineering matters.
 - 2. With respect to such matters, Design Professional's decisions and judgments as rendered will be in accord with their professional analysis, opinions, recommendations, and conclusions.
- B. In rendering such decisions and judgments, exercising such authority, or providing professional analysis, opinions, recommendations, or conclusions underlying such decisions and judgments, Design Professional will not show partiality to Owner or CM@Risk and Design Professional will not be liable to Owner, CM@Risk, or others in connection with any proceedings, interpretations, analysis, opinions, recommendations, conclusions, decisions, or judgments conducted or rendered in good faith.
- C. Design Professional or Owner may at any time request that CM@Risk furnish proposed changes to Guaranteed Maximum Price and Contract Times that would result from specified proposed changes to the Contract Documents.

10.05 Limitations on Design Professional's Authority and Responsibilities

- A. Neither Design Professional's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Design Professional in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Design Professional, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Design Professional to

CM@Risk, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Design Professional will not supervise, direct, control, or have authority over or be responsible for CM@Risk's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of CM@Risk to comply with Laws and Regulations applicable to the performance of the Work. Design Professional will not be responsible for CM@Risk's failure to perform the Work in accordance with the Contract Documents.
- C. Design Professional will not be responsible for the acts or omissions of CM@Risk or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Design Professional'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 CM@Risk under Paragraph 15.07.A, will only be to determine generally that their content complies with the requirements of the Contract Documents, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

10.06 Compliance with Safety Program

- A. While at the Site, Design Professional's employees and representatives will comply with the specific applicable requirements of Owner's and CM@Risk's safety programs of which Design Professional has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 Amending and Supplementing the Contract

- A. The Contract may be amended or supplemented by a Contract Amendment or Change Order.
- B. A Contract Amendment is used for general contract modification purposes.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design, as set forth in the Drawings, Specifications, or otherwise, or (3) other engineering matters, must be supported by Design Professional's recommendation. Owner and CM@Risk may amend other terms and conditions of the Contract without the recommendation of the Design Professional.

11.02 Change Orders

- A. Owner and CM@Risk shall execute appropriate Change Orders covering:
 - 1. Changes in Guaranteed Maximum Price or Contract Times which are agreed to by the parties;
 - 2. Changes in the Work which are (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Design Professional's recommendation if the change in the Work involves the design, as set forth in the Drawings, Specifications, or otherwise, or other engineering matters; and

3. Changes that embody the substance of any final and binding results under: Paragraph 11.09, concerning Change Proposals; Paragraph 13.02.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or CM@Risk refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.
- C. Owner and CM@Risk will enter into either a Contract Amendment with respect to the following:
 1. Changes in Guaranteed Maximum Price resulting from an Owner set-off, unless CM@Risk has duly contested such set-off;
 2. Changes that embody the substance of any final and binding results under Article 12, Claims; Paragraph 13.01, final adjustments resulting from allowances; and similar provisions.

11.03 Owner-Authorized Changes in the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design, as set forth in the Drawings, Specifications, or otherwise, or other engineering matters will be supported by Design Professional's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and CM@Risk have agreed as to the effect, if any, of the changes on Contract Times or Guaranteed Maximum Price. Upon receipt of any such document, CM@Risk shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates CM@Risk to undertake work that CM@Risk reasonably concludes cannot be performed in a manner consistent with CM@Risk's safety obligations under the Contract Documents or Laws and Regulations.

11.04 Unauthorized Changes in the Work

- A. CM@Risk shall not be entitled to an increase in the Guaranteed Maximum 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 7.16 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.05 Change of Contract Price

- A. The Contract Price may be changed by a Change Order or Contract Amendment. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Guaranteed Maximum Price with respect to the Work 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;

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum; 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 in accordance with the Cost of the Work provisions in the Agreement, and adjusted proportionally for overhead and profit determined in accordance with the terms in the Agreement.

11.06 Change of Contract Times

- A. The Contract Times may be changed by Change Order or Contract Amendment. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.07 Change Proposals

- A. Purpose and Content – CM@Risk shall submit a Change Proposal to Design Professional to request an adjustment in the Contract Times or Guaranteed Maximum Price; contest a decision by Design Professional concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Guaranteed Maximum Price, or other proposed relief; indicate CM@Risk's recommendation for the correct means of amending the Contract (Change Order, or Contract Amendment) if the proposed change is accepted; and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. Determination of Changes in Guaranteed Maximum Price for Work – If a Change Order entails a change in Guaranteed Maximum Price, then:
 1. The change will include the applicable increase or decrease in Cost of the Work.
 2. If there is a Guaranteed Maximum Price, it will increase or decrease in an amount equal to the increase or decrease in the Cost of the Work -, as duly determined.
 3. The amount of any increases or decreases in the Guaranteed Maximum Price, will be set forth in the applicable Change Order.
- C. Change Proposal Procedures
 1. Submittal – CM@Risk shall submit each Change Proposal to Design Professional within thirty (30) days after the start of the event giving rise thereto, or after such decision.
 2. Supporting Data – The CM@Risk shall submit supporting data, including the proposed change in Guaranteed Maximum Price or Contract Time, if any, to the Design Professional within fifteen (15) days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change Proposals related to a change of Guaranteed Maximum Price based on Cost of the Work must include full and detailed account of eligible costs, such as

materials incorporated into the Work, labor and equipment used for the subject Work, and Subcontract costs.

The supporting data must be accompanied by a written statement that the supporting data is accurate and complete, and that any requested time or price adjustment is the entire adjustment to which CM@Risk believes it is entitled as a result of said event.

3. Design Professional's Initial Review – Design Professional will advise Owner regarding the Change Proposal and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Design Professional concludes that additional supporting data is needed before conducting a full review and deciding regarding the Change Proposal, then Design Professional may request that CM@Risk submit such additional supporting data by a date specified by Design Professional, prior to Design Professional beginning its full review of the Change Proposal.
 4. Design Professional's Full Review and Action on the Change Proposal – Upon receipt of C CM@Risk's supporting data, including any additional data requested, Design Professional will conduct a full review of each Change Proposal and, within thirty (30) days after such receipt of the CM@Risk's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and CM@Risk. If Design Professional does not act on the Change Proposal within thirty (30) days, then either Owner or CM@Risk may at any time thereafter submit a letter to the other party indicating that as a result of Design Professional's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 5. Binding Decision – Design Professional's decision is final and binding upon Owner and CM@Risk unless Owner or CM@Risk appeals the decision by filing a Claim under Article 12.
- D. Post-Completion – CM@Risk shall not submit any Change Proposals after Design Professional issues a written recommendation of final payment pursuant to Paragraph 15.07.B.

11.08 Notification to Surety

- A. CM@Risk shall notify the performance and payment bond surety of any amendments to the Contract and confirm that the bonds have been adjusted to reflect the changes in Guaranteed Maximum Price and Contract Times.
- B. 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, Guaranteed Maximum Price or Contract Times, the giving of any such notice will be CM@Risk'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 CM@Risk are subject to the Claims process set forth in this article:

1. Appeals by Owner or CM@Risk of Design Professional's decisions regarding Change Proposals;
 2. Owner's demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
 3. Subject to the waiver provisions of Paragraph 15.08, any dispute arising after Design Professional has issued a written recommendation of final payment pursuant to Paragraph 15.07.B.
- B. Submittal of Claim – The party submitting a Claim shall deliver it directly to the other party to the Contract promptly, but in no event later than thirty (30) days after the start of the event giving rise thereto, or in the case of appeals regarding Change Proposals, within thirty (30) days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Design Professional for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by CM@Risk seeking an increase in the Contract Times or Contract Price, CM@Risk shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of CM@Risk's knowledge and belief the amount of time or money requested accurately reflects the full amount to which CM@Risk is entitled.
- C. Review and Resolution – The party receiving a Claim shall review it thoroughly and consider its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Design Professional.
- D. Mediation
1. At any time after initiation of a Claim, Owner and CM@Risk may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 2. If Owner and CM@Risk agree to mediation, then after sixty (60) days from such agreement, either Owner or CM@Risk may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and CM@Risk shall each pay one-half of the mediator's fees and costs.
- E. Partial Approval – If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within thirty (30) days of such action the other party invokes the procedure set forth in Article 16 for final resolution of disputes.
- F. Denial of Claim – If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not act on the Claim within ninety (90) days, then either Owner or CM@Risk may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within thirty (30) days of the denial the other party invokes the procedure set forth in Article 16 for the final resolution of disputes.

- G. Final and Binding Results – If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—ALLOWANCES; UNIT PRICE WORK

13.01 Allowances

- A. The CM@Risk Contingency Allowance and Owner’s Contingency Allowance are governed by the applicable provisions of the Agreement.
- B. CM@Risk confirms that it has included the CM@Risk Contingency Allowance in the Guaranteed Maximum Price 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 Design Professional.
- C. CM@Risk confirms that it has included the Owner’s Contingency Allowance in the Contract Price and that use of Owner’s Contingency Allowance is subject to the provisions of Article 12 in the Agreement.
- D. Cash Allowances – CM@Risk agrees that:
 - 1. the cash allowances include the cost to CM@Risk, 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. CM@Risk’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 Guaranteed Maximum Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- E. Prior to final payment, an appropriate Change Order will be issued as recommended by Design Professional to reflect actual amounts due CM@Risk for Work covered by allowances, and the Guaranteed Maximum Price will be correspondingly adjusted.

13.02 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Guaranteed Maximum 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 Proposals. Payments to CM@Risk for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by CM@Risk to be adequate to cover CM@Risk’s overhead and profit for each separately identified item.
- D. Design Professional will determine the actual quantities and classifications of Unit Price Work performed or furnished by CM@Risk. Design Professional will review with CM@Risk the Design Professional’s preliminary determinations on such matters before rendering a written

decision thereon, by recommendation of an Application for Payment or otherwise. Design Professional's written decision thereon will be final and binding except as modified by Design Professional to reflect changed factual conditions or more accurate data upon Owner and CM@Risk, and the final adjustment of Guaranteed Maximum Price will be set forth in a Change Order, subject to the provisions of the following Paragraph.

E. Adjustments in Unit Price

1. CM@Risk or Owner shall be entitled to an adjustment in the unit price with respect to an Item of Unit Price Work if:
 - a. the quantity of the Item of Unit Price Work performed by CM@Risk differs materially and significantly from the estimated quantity of such Item indicated in the Agreement; and
 - b. CM@Risk's unit costs to perform the Item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in CM@Risk's costs to perform such other Work, such that the resulting overall change in Guaranteed Maximum Price is equitable to Owner and CM@Risk.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Design Professional, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. CM@Risk shall provide them with proper and safe conditions for such access and advise them of CM@Risk's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

- A. CM@Risk shall give Design Professional timely notice of readiness of the Work, or specific parts thereof, for all required inspections and tests and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except those costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work, or part thereof, specifically to be inspected, tested, or approved by an employee or other representative of such public body, CM@Risk shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Design Professional the required certificates of inspection or approval.

- D. CM@Risk 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 acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to CM@Risk's purchase thereof for incorporation in the Work.
- Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Design Professional.
- E. If the Contract Documents require the Work, or part thereof, to be accepted by Owner, Design Professional, or another designated individual or entity, then CM@Risk shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work, or the work of others that is to be inspected, tested, or approved is covered by CM@Risk without written concurrence of Design Professional, CM@Risk shall, if requested by Design Professional, uncover such Work for observation. Such uncovering will be at CM@Risk's expense unless CM@Risk has given Design Professional timely notice of CM@Risk's intention to cover the same and Design Professional had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

- A. CM@Risk's Obligation – It is CM@Risk's obligation to assure that the Work is not defective.
- B. Design Professional's Authority – Design Professional has the authority to determine whether Work is defective and to reject defective Work.
- C. Notice of Defects – Prompt written notice of all defective Work of which Owner or Design Professional has actual knowledge will be given to CM@Risk.
- D. Correction, or Removal and Replacement – Promptly after receipt of written notice of defective Work, CM@Risk shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Design Professional 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, CM@Risk shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. Costs and Damages – In addition to its correction, removal, and replacement obligations with respect to defective Work, CM@Risk shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final

payment, if Owner and CM@Risk 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. If such acceptance occurs prior to final payment, to Design Professional's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles and will not endanger public safety. CM@Risk shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work; such costs to be approved by Design Professional as to reasonableness, and for the diminished value of the Work to the extent not otherwise paid by CM@Risk. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Guaranteed Maximum 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, CM@Risk shall pay an appropriate amount to Owner.

14.05 Uncovering Work

- A. Design Professional has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Design Professional, then CM@Risk shall, if requested by Design Professional, uncover such Work for Design Professional's observation, and then replace the covering, all at CM@Risk's expense.
- C. If Design Professional considers it necessary or advisable that covered Work be observed by Design Professional, or inspected or tested by others, then Design Professional will so advise CM@Risk, and CM@Risk shall uncover, expose, or otherwise make available for observation, inspection, or testing as Design Professional 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, CM@Risk 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 CM@Risk'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, CM@Risk shall be allowed an increase in the Guaranteed Maximum Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then CM@Risk may submit a Change Proposal within thirty (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 CM@Risk 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 CM@Risk to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of CM@Risk, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If CM@Risk fails within a reasonable time after written notice from Design Professional to correct defective Work, or to remove and replace defective Work as required by Design Professional, then Owner may, after seven (7) days' written notice to CM@Risk, 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 CM@Risk from all or part of the Site, take possession of all or part of the Work and suspend CM@Risk's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid CM@Risk but which are stored elsewhere. CM@Risk shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, Design Professional, and their 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 CM@Risk as set-offs against payments due under Article 15. Such claims, costs, losses, and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of CM@Risk's defective Work.
- D. CM@Risk 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 CM@RISK; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Payment for CM@Risk Services

- A. The basis and procedures for payment for CM@Risk services are set forth in the Agreement.

15.02 Progress Payments

- A. Basis for Progress Payments
 - 1. CM@Risk will, at least ten (10) days prior to applying for Payment, prepare and submit for approval by Design Professional a schedule allocating portions of the Guaranteed Maximum Price to various portions of the Work.
 - 2. The Schedule of Values will serve as the basis for progress payments and will be incorporated by Design Professional into an Application for Payment form. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.02. Progress

payments for cost-based Work will be based on Cost of the Work completed by CM@Risk during the pay period.

B. Applications for Payment

1. At least twenty (20) days before the date established in the Agreement for each progress payment, but not more often than once a month, CM@Risk shall submit to Design Professional for review an Application for Payment filled out and signed by CM@Risk covering the Work completed as of the date of the Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents.
2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by CM@Risk for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
3. Beginning with the second Application for Payment, each Application must include an affidavit of CM@Risk stating that all previous progress payments received by CM@Risk have been applied to discharge CM@Risk's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Design Professional will, within ten (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 CM@Risk indicating in writing Design Professional's reasons for refusing to recommend payment. In the latter case, CM@Risk may make the necessary corrections and resubmit the Application.
2. Design Professional's recommendation of any payment requested in an Application for Payment will constitute a representation by Design Professional to Owner, based on Design Professional's (a) observations of the executed Work, (b) consultations with their field staff, and (c) review of the Application for Payment and the accompanying data and schedules, that to the best of Design Professional's knowledge, information, and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit

Price Work under Paragraph 13.02, and any other qualifications stated in the recommendation; and

- c. the conditions precedent to CM@Risk's being entitled to such payment appear to have been fulfilled in so far as it is Design Professional's responsibility to observe the Work.
3. By recommending any such payment Design Professional 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 Design Professional in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle CM@Risk to be paid additionally by Owner or entitle Owner to withhold payment to CM@Risk.
4. Neither Design Professional's review of CM@Risk's Work for the purposes of recommending payments nor Design Professional's recommendation of any payment, including final payment, will impose responsibility on Design Professional:
- a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for CM@Risk's failure to comply with Laws and Regulations applicable to CM@Risk's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes CM@Risk has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Design Professional may refuse to recommend the whole or any part of any payment if, in Design Professional's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.02.C.2.
6. Design Professional will recommend reductions in payment (set-offs) necessary in Design Professional's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
 - b. the Guaranteed Maximum Price has been reduced by Change Orders or other Contract modifications;
 - 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 CM@Risk is responsible; or

- e. Design Professional has actual knowledge of the occurrence of any of the events that would constitute a default by CM@Risk and therefore justify termination for cause under the Design Phase Contract services.

D. Payment Becomes Due

- 1. Ten (10) days after Design Professional's presentation of the Application for Payment to Owner with Design Professional's recommendation, the amount recommended, subject to any Owner set-offs, will become due, and when due will be paid by Owner to CM@Risk.

E. Reductions in Payment by Owner

- 1. In addition to any reductions in payment (set-offs) recommended by Design Professional, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on CM@Risk's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from CM@Risk's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. CM@Risk 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. CM@Risk 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 CM@Risk is responsible;
 - e. Owner has incurred extra charges for advisory services or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests, and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Guaranteed Maximum Price has been reduced by Change Orders or other Contract modifications;
 - i. An event has occurred that would constitute a default by CM@Risk and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of CM@Risk's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where CM@Risk has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
 - l. Claims have been made or costs have been incurred arising from CM@Risk services; or

- m. Other items entitle Owner to a set-off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Design Professional, Owner will give CM@Risk immediate written notice, with a copy to Design Professional, stating the reasons for such action and the specific amount of the reduction, and promptly pay CM@Risk any amount remaining after deduction of the amount so withheld. Owner shall promptly pay CM@Risk the amount so withheld, or any adjustment thereto agreed to by Owner and CM@Risk, if CM@Risk remedies the reasons for such action. The reduction imposed will be binding on CM@Risk unless it duly submits a Change Proposal contesting the reduction.
- 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.02.D.1 and subject to interest as provided in the Agreement.
- F. Where the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work, as measured by reference to the Schedule of Values, or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that CM@Risk prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price, if any, through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.03 CM@Risk's Warranty of Title

- A. CM@Risk 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 (7) days after the time of payment by Owner.

15.04 Substantial Completion

- A. When CM@Risk considers the entire Work ready for its intended use CM@Risk shall notify Design Professional in writing that the entire Work is substantially complete and request that Design Professional issue a certificate of Substantial Completion. CM@Risk shall at the same time submit to Design Professional CM@Risk's proposed punch list of items to be completed or corrected before final payment.
- B. Promptly after CM@Risk's notification, Owner, CM@Risk, and Design Professional will inspect the Work to determine the status of completion. If the Work is not determined to be substantially complete, Design Professional will notify CM@Risk in writing, giving the reasons for the determination. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Design Professional, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, will be paid by CM@Risk to Owner. If CM@Risk does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

- C. If the Work is deemed substantially complete, Design Professional will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Design Professional will attach to the certificate their proposed punch list of items to be completed or corrected before final payment. Owner shall have seven (7) days after receipt of the preliminary certificate during which to make written objection to Design Professional as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Design Professional concludes that the Work is not substantially complete, Design Professional will, within fourteen (14) days after submission of the preliminary certificate to Owner, notify CM@Risk in writing that the Work is not substantially complete, stating the reasons for the conclusion. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Design Professional concludes that the Work is substantially complete, then Design Professional will, within said fourteen (14) days, execute and deliver to Owner and CM@Risk a final certificate of Substantial Completion, with a revised punch list of items to be completed or corrected, reflecting such changes from the preliminary certificate as Design Professional believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and CM@Risk will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk or insurance floater policy with respect to the end of the coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and CM@Risk agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the CM@Risk shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases, CM@Risk may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude CM@Risk from the Site after the date of Substantial Completion subject to allowing CM@Risk reasonable access to remove its property and complete or correct items on the punch list.

15.05 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, Design Professional, and CM@Risk 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 CM@Risk's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time, Owner may request in writing that CM@Risk permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when CM@Risk agrees that such part of the Work is substantially complete, CM@Risk, Owner, and Design Professional will follow the procedures of Paragraph 15.04.A through 15.04.E for that part of the Work.

2. At any time, CM@Risk may notify Owner and Design Professional in writing that CM@Risk considers any such part of the Work substantially complete and request Design Professional to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, CM@Risk, and Design Professional will inspect that part of the Work to determine its status of completion. If Design Professional does not consider that part of the Work to be substantially complete, Design Professional will notify Owner and CM@Risk in writing, giving the reasons for its determination. If Design Professional considers that part of the Work to be substantially complete, then for that part of the Work the provisions of Paragraph 15.04 will apply with respect to certification of Substantial Completion, the Division of responsibility, and access.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.06 Final Inspection

- A. Upon written notice from CM@Risk that the entire Work or an agreed portion thereof is complete, Design Professional will promptly make a final inspection with Owner and CM@Risk and will notify CM@Risk in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. CM@Risk shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.07 Final Payment

- A. Application for Final Payment
 1. After Design Professional determines that CM@Risk has (a) satisfactorily completed all corrections identified during the final inspection, (b) 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, and other documents, and (c) completed performance of all services required by the Contract, CM@Risk may make application for final payment.
 2. The final Application for Payment must be accompanied, except as previously delivered by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects or will so pass upon final payment;
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers, satisfactory to Owner, of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.07.A.2 and as approved by Owner, CM@Risk may furnish receipts or releases in full and an affidavit of CM@Risk 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, CM@Risk 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 CM@Risk and specified Subcontractors and Suppliers.
- B. Design Professional's Review of Final Application and Recommendation of Payment – If, on the basis of Design Professional's observation of the Work during construction and final inspection and review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Design Professional is satisfied that CM@Risk has completed the Work and fulfilled CM@Risk's other obligations under the Contract, Design Professional will, within ten (10) days after receipt of the final Application for Payment, indicate in writing Design Professional's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Design Professional's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Design Professional will return the Application for Payment to CM@Risk, indicating in writing the reasons for refusing to recommend final payment, in which case CM@Risk shall make the necessary corrections and complete the Work and all remaining services, and resubmit the Application for Payment.
- C. Notice of Acceptability of the Work – In support of its recommendation of payment of the final Application for Payment, Design Professional will also give written notice to Owner and CM@Risk that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.08.
- D. Completion of Work – The Work is complete, subject to surviving obligations, when it is ready for final payment as established by the Design Professional's written recommendation of final payment and issuance of Notice of Acceptability of the Work.
- E. Final Payment Becomes Due – Upon receipt from Design Professional of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Design Professional for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to CM@Risk within thirty (30) days of Owner's receipt of the final Application for Payment from Design Professional.

15.08 Waiver of Claims

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by CM@Risk, except as set forth in an outstanding Claim, appeal under the provisions of Article 16, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by CM@Risk will constitute a waiver by CM@Risk of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim or appealed under the provisions of Article 16.

15.09 Correction Period

- A. Specified Correction Period for this Contract will be one (1) year after Substantial completion.
- B. Scheduled Correction Period Inspection – Within one month before the end of the Contract’s correction period, CM@Risk will participate in an inspection of the Work with the Owner and Design Professional to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by CM@Risk.
- C. If within one (1) year after the date of Substantial Completion, Owner gives CM@Risk written notice that any Work has been found to be defective, whether as a result of the scheduled correction period inspection or otherwise, or that CM@Risk’s repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect CM@Risk shall promptly, without cost to Owner and in accordance with Owner’s written instructions:
 - 1. return to the Site with Owner and Design Professional to inspect any apparent or discovered defects in the Work, or unrepaired damage to the Site or adjacent areas;
 - 2. consult with Design Professional regarding recommendations as to replacement or correction of such defective Work, or the repair of any damage;
 - 3. correct the defective repairs to the Site or such adjacent areas;
 - 4. correct such defective Work;
 - 5. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner; and
 - 6. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- D. Owner shall give any such notice of defect within sixty (60) days of the discovery that such Work or repairs is defective. If such notice is given within sixty (60) days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.18.
- E. If, after receipt of a notice of defect within sixty (60) days and within the correction period, CM@Risk 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. CM@Risk shall pay all costs, losses, and damages, including but not limited to all fees and charges of construction managers, 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. CM@Risk’s failure to pay such costs, losses, and damages within ten (10) days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within thirty (30) days of the failure to pay.

- F. 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 provided for in the Specifications.
- G. 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 (1) year after such correction or removal and replacement has been satisfactorily completed.
- H. CM@Risk's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—APPLICATION FOR PAYMENT AND FINAL RESOLUTION OF DISPUTES

16.01 Methods and Procedures

- A. Disputes Subject to Final Resolution – The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and CM@Risk concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.

16.02 Arbitration

- A. All matters subject to final resolution under this Article will be settled by arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules, subject to the conditions and limitations of this Paragraph. Any controversy or claim in the amount of \$100,000 or less will be settled in accordance with the American Arbitration Association's supplemental rules for Fixed Time and Cost Construction Arbitration. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction.
- B. The demand for arbitration will be filed in writing with the other party to the Contract and with the selected arbitration administrator, and a copy will be sent to Design Professional and Owner for information. The demand for arbitration will be made within the specific time required in Article 16, or if no specified time is applicable within a reasonable time after the matter in question has arisen, and in no event will any such demand be made after the date when institution of legal or equitable proceedings based on such matter in question would be barred by the applicable statute of limitations.
- C. The arbitrator must be a licensed engineer, contractor, attorney, or construction managers. Hearings will take place pursuant to the standard procedures of the Construction Arbitration Rules that contemplate in-person hearings. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute or the Contract. Any award in an arbitration initiated under this clause will be limited to monetary damages and include no injunction or direction to any party other than the direction to pay a monetary amount.

- D. Arbitrators will have the authority to allocate the costs of the arbitration process among the parties but will only have the authority to allocate attorneys' fees if a specific Law or Regulation or this Contract permits them to do so.
- E. The arbitrator's award must be accompanied by a reasoned written opinion and a concise breakdown of the award. The written opinion will cite the Contract provisions deemed applicable and relied on in making the award.
- F. The parties agree that failure or refusal of a party to pay its required share of the deposits for arbitrator compensation or administrative charges will constitute a waiver by that party to present evidence or cross-examine witness. In such event, the other party shall be required to present evidence and legal argument as the arbitrator(s) may require for the making of an award. Such waiver will not allow for a default judgment against the non-paying party in the absence of evidence presented as provided above.
- G. No arbitration arising out of or relating to the Contract will include by consolidation, joinder, or in any other manner any other individual or entity, including Design Professional, or their consultants, or the officers, directors, partners, agents, employees, or consultants of any entity that is not a party to this Contract unless:
 - 1. the inclusion of such other individual or entity will allow complete relief to be afforded among those who are already parties to the arbitration;
 - 2. such other individual or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration, and which will arise in such proceedings;
 - 3. such other individual or entity is subject to arbitration under a contract with either Owner or CM@Risk, or consents to being joined in the arbitration; and
 - 4. the consolidation or joinder complies with the arbitration administrator's procedural rules.
- H. The award will be final. Judgment may be entered upon it in any court having jurisdiction thereof, and it will not be subject to modification or appeal, subject to provisions of the Laws and Regulations relating to vacating or modifying an arbitral award.
- I. Except as may be required by Laws or Regulations, neither party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties, with the exception of any disclosure required by Laws and Regulations or the Contract. To the extent any disclosure is allowed pursuant to the exception, the disclosure must be strictly and narrowly limited to maintain confidentiality to the extent possible.

16.03 Attorneys' Fees

- A. For any matter subject to final resolution under 16.02, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter, subject to final resolution, considering the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 17—MISCELLANEOUS

17.01 Giving Notice

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, CM@Risk, or Design Professional when required, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

17.02 Computation of Times

- A. When any period is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 Cumulative Remedies

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 Limitation of Damages

- A. With respect to Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Design Professional, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to CM@Risk for any claims, costs, losses, or damages sustained by CM@Risk on or in connection with any other project or anticipated project.

17.05 No Waiver

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

17.06 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of CM@Risk.

17.07 Controlling Law

- A. This Contract is to be governed by the law of the state of Texas.

17.08 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent, except to the extent that the effect of this restriction may be limited by law, and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

17.09 Successors and Assigns

- A. Owner and CM@Risk each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

17.10 Headings

- A. Article and Paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

EXHIBIT B – GMP # 2 PROPOSAL

SUBMITTAL REQUIREMENTS FOR THE GMP

GMP submittal, one copy for review.

One printed, signed original copy and a digital copy in searchable PDF format will be requested by the City of Alvin prior to contract execution.

Table of Contents:

1. Scope of Work
 2. Summary of the GMP
 3. List of clarification and assumptions
 4. Project Schedule
 5. Schedule of Values – summary spreadsheet and backup documents
 6. Supporting Documentation (Subcontractors, equipment suppliers, vendors, etc.)
 7. List of Plans and Specifications used for GMP Proposal
1. Scope of work will consist of a brief description of the work to be performed by CM@Risk and major points that the CM@Risk and the City must be aware of pertaining to the scope. (normally one paragraph is sufficient.)
 2. A summary of the GMP with a total for each of the components of the GMP as listed in its definition in Article 1 as shown in the table below:

The general conditions fee includes bond and insurance cost. All costs should be listed individually for future use.

PROJECT NAME: ALVIN WWTP EXPANSON

DATE: 01/28/2025

GMP # 2 Summary					AMOUNT		
A.	Cost of the Work (Labor, Materials, Equipment, Warranty, Allowances)				\$60,164,907.00		
B.	CM@Risk's Contingency				\$594,779.07		
INDIRECT COSTS				RATE			
C.	Construction Fee			8%		\$5,070,906.09	
D.	General Conditions			4.8%		\$3,313,640.00	
	D1	Payment and Performance Bond		\$	0.83%	\$577,144.00	
	D2	Insurance		\$	0%	\$0.00	
E.	Sales Taxes				0%		\$0.00
				F. TOTAL GMP # 2		\$69,721,376.16	
				G. Owner's Contingency		\$0.00	
				H. Contract Amount		\$69,721,376.16	

Formulas:

Total GMP: $A+B+C+D+E = F$

Rates (Percentages) are calculated by dividing each amount by F, such as B/F , D/F , and $D1/F$ (Do not acquire bond or insurance until notified by the City of Alvin Project Manager.)



City of Alvin, Texas
WWTP Expansion

GMP # 2

January 28, 2025



CSA Construction, Inc.
2314 McAllister Road
Houston, Texas 77092

Table of Contents

1 GMP # 2 Summary & Scope of Work

2 Costs

3 Qualifications

4 Drawings & Specifications List

5 Schedule

Section 1

GMP # 2 Summary

GMP # 2 Summary & Scope of Work

The City of Alvin WWTP Expansion Guaranteed Maximum Price # 2 (GMP # 2) scope of work is for construction and procurement and based on the following documents:

1. City of Alvin, Texas, Alvin WWTP Expansion, 100% Issue for Bid Drawings Volume 1 & 2 dated October 2024, prepared by Freese & Nichols, Inc.
2. City of Alvin, Texas, Alvin WTP Expansion, 100% Issue for Bid Technical Specifications Volume 1 & 2 dated October 2024, prepared by Freese & Nichols, Inc.
3. Addendum # 01, prepared by Freese & Nichols, dated 11/19/2024
4. Addendum # 02, prepared by Freese & Nichols, dated 12/9/2024
5. Adjustments to scope as negotiated with the City post bidding will be documented in a forthcoming set of Drawings and Specifications issued by Freese & Nichols, Inc.

GMP # 1

GMP # 1 was approved by the City Council on October 17, 2024. The Executed Contract for GMP # 1 was received by CSA on December 4, 2024 and Notice to Proceed issued on December 4, 2024.

Scope of Work:

The following equipment and construction bid packages were bid competitively as described in “Bidding Procedures” on the next page.

Procurement

1. Procurement of the balance of process equipment.

Construction

1. Electrical Construction Package,
 - a. Construction of electrical systems, including electrical equipment, ductbank, wire and cable
2. Instrumentation & Controls Construction Package
 - a. Construction of instrumentation and controls, including instruments, controls and support for Data Flow Systems
3. Data Flow Systems Package
 - a. Owner preferred Process Controls System Integrator to maintain the City’s current systems already in operation
4. Treatment Plant Construction Package
 - a. Construction of the treatment plant, including earthwork, concrete, pipe and valves and installation of CMAR provided equipment
5. Building Construction Package

- a. Construction of new support buildings associated with the treatment plant expansion.

Bidding Procedures

Bidding procedures were outlined and discussed with City Staff prior to the procurement phase. Approved manufacturers were vetted and approved by Freese & Nichols and identified in 100% Issue for Bid documents.

A contractor outreach meeting was conducted on September 11, 2024, at the City of Alvin Fire Training Facility. This was conducted to make the contractor and supplier community aware of upcoming bidding opportunities.

Procurement

Bids were requested for the balance of process equipment from all approved manufacturers on Thursday, October 31, 2024, and bids were received on Friday, December 6, 2024. Each bidder provided a detailed scope of supply and lead times.

Construction

Requests for bids were advertised in the Alvin Sun Newspaper and the Alvin Sun Website. Bids were also advertised on CivCast and Dodge Construction Network.

A pre-bid meeting was conducted on November 20, 2024, at the Alvin Fire Training Facility followed by a site walk through for construction packages.

Bids were received in the following order:

Electrical: October 16, 2024

Instrumentation & Controls: December 6, 2024

Data Flow Systems: December 12, 2024

Treatment Plant and Building Construction: December 13, 2024

Bid Results & Recommendations

Tabulation and selection of bids received is provided. Optional health checks and extended warranties beyond the specified time frames were not selected by the City to be included in this project and are not included in this GMP # 2. Bids were reviewed and discussed with City Staff at a regularly scheduled monthly meeting on December 18, 2024.

After bidding, cost savings modifications were made and agreed to by the City. Reference section 3, qualifications for a detailed description.

Section 2

GMP # 2 Cost Summary

Alvin WWTP Expansion

GMP # 2

GMP Summary	Amount	Vendor
GMP # 2 Cost of Work		
CMAR Equipment Purchases	\$7,092,112.00	See Tabulation
Treatment Plant Construction Package	\$32,585,225.00	CSA Construction
Building Construction Package	\$2,023,355.00	RMA Commerical
Electrical Construction Package	\$16,410,271.00	Boyer
Instrumentation and Controls Construction	\$793,500.00	Prime Controls
Data Flow Systems	\$573,444.00	Data Flow Systems
Comments		
A. Total Cost of Work	\$59,477,907.00	
B. CMAR Contingency 1.0%	\$594,779.07	
Indirect Costs		
C. CMAR Fee 8%	\$5,070,906.09	2, 3, 4
D. General Condtions	\$3,313,640.00	
D1. Performance & Payment Bonds (1 Year)	\$577,144.00	
D2. Builder's Risk Insurance	\$0.00	See Allowances
E. Sales Tax	\$0.00	
Allowances		
F. Allowances	\$687,000.00	See Breakdown
G. Total GMP # 2	\$69,721,376.16	
H. Owner's Contingency	\$0.00	
I. Subtotal	\$69,721,376.16	
J. GMP # 1	\$2,269,460.27	
K. Total Project	\$71,990,836.43	

Comments

- 1 This document to be incorporated as Exhibit C in the CMAR Contract.
- 2 CMAR Fee is applied to Item B, CMAR Contingency, per contract part 5.1.2.3
- 3 CMAR Fee is not applied to Item G, Owner's Contingency, per contract part 5.1.3
- 4 CMAR Fee is not applied to item F, Allowances.

Equipment Purchases

**Alvin WWTP Expansion
Summary of Equipment**

<u>Item</u>	<u>Selected Manufacturer</u>	<u>Specification</u>	<u>Amount</u>
Plant Water System	Gorman Rupp	33 11 16	\$585,300
Fabricated Gates	Fontaine	40 05 50	\$385,000
Davit Cranes	Yale or Equal	41 22 13. 19	\$3,400
Trolley Hoists	Thern or Equal	41 22 23.26	\$129,720
Multistage Centrifugal Blowers	Continental	43 11 17.01, 02, 03	\$1,498,900
Rotary Lobe PD Blowers	Atlas Copco	43 11 33	\$52,000
Polyethylene Tanks	Assman	43 41 43	\$295,000
Submersible Pumps	Flygt	44 42 56.04	\$671,000
Dry Pit Centrifugal Pumps	Gorman Rupp	44 42 56.09	\$154,300
Progressing Cavity Pumps	Moyno	44 42 56.13	\$225,000
FRP Weirs & Baffles	MFG or Equal	44 42 66.13	w/46 43 21
Chain & Rake Bar Screens	Headworks	46 21 13	\$1,100,000
Perforated Plate Screens	Headworks	46 21 53	w/46 21 13
Screenings Washer/Compactors	Headworks	46 21 73	w/46 21 13
Vortex Grit Removal Equipment	Smith & Loveless	46 23 23	\$537,607
Liquid Chemical Metering Skid	Watson Marlow	46 33 41.13	w/46 33 44
Peristaltic Metering Pumps	Watson Marlow	46 33 44	\$260,000
Vacuum Chemical Feed Equipment	JCS	46 33 76	\$54,300
Submersible Mixers	Sulzer	46 41 23	\$108,400
Clarifiers	Ovivo	46 43 21	\$859,850
Membrane Disc Diffusers	SSI	46 51 33	\$112,000
Polymer System-Existing Belt Press	BDP	46 33 33	\$57,700
Spill Containment-Existing Belt Press	Ultratech	DWB-M4	\$2,635
TOTAL CMAR DIRECT PURCHASES			\$7,092,112

Alvin WWTP Expansion
Bid Tabulation
Submersible Pumps
Specification:

44 42 56.04

<u>Bidder</u>	<u>Manufacturer</u>	<u>Amount</u>	<u>Lead Time</u>	<u>Submittals</u>	<u>Warranty</u>
Precision/Zone	Sulzer	\$395,500	24 wk	5 wk	Per Spec
Hahn	Flygt	\$671,000	20 wk	6 wk	Per Spec

Selected

- General overview of Scope:
- 6ea 70 HP Pumps
 - Guiderails
 - Guiderail Brackets
 - 6ea Pump Access Hatches
 - 6ea Cable Holders
 - 6ea lifting chains/cables
 - 6ea pump protection relays

Alvin WWTP Expansion

Bid Tabulation

Submersible Mixers

Specification: 46 41 23

<u>Bidder</u>	<u>Manufacturer</u>	<u>Amount</u>	<u>Lead Time</u>	<u>Submittals</u>	<u>Warranty</u>
Precision/Zone	Sulzer	\$108,400	20 wk	5 wk	Per Spec
Hahn	Flygt	\$171,462	14 wk	6 wk	Per Spec
Smith Pump	Landia	\$141,280	16 wk	5 wk	Per Spec
	Wilo	No Bid			

Selected

General overview of Scope:

2ea 2.4 HP Mixers

2 ea 6.2 HP Mixers

Floor mounted mast assemblies and mast tubing

4ea hoist sockets

2ea davit cranes

4ea cable support kits

4 ea moisture/over temp monitoring relays

Alvin WWTP Expansion**Bid Tabulation****Screenings Equipment****Specification: 46 21 13, 46 21 53, 46 21 73**

<u>Bidder</u>	<u>Manufacturer</u>	<u>Amount</u>	<u>Lead Time</u>	<u>Submittals</u>	<u>Warranty</u>
Wwatertech	Headworks	\$1,100,000	20 wk	4 wk	Per Spec
Environmental Imps.	Huber	\$1,162,666	30 wk	6 wk	Per Spec
Newman Regency	Hydrodyne	No Bid			

Selected**General overview of Scope:****Coarse Screen****1ea Chain and Rake Bar Screen****1ea Washer/Compactor****Discharge Pipe/Chute****1ea Master Control Panel****1 lot of local control stations****Radar instrumentation****Fine Screens****2ea Perforated Plate Screens****2ea Washers/Compactors****2ea Discharge Pipes/Chutes****2ea Master Control Panels****1 lot of local control stations****Radar instrumentation**

Alvin WWTP Expansion
Bid Tabulation
Grit Removal Equipment
Specification:

46 23 23

<u>Bidder</u>	<u>Manufacturer</u>	<u>Amount</u>	<u>Lead Time</u>	<u>Submittals</u>	<u>Warranty</u>
Newman Regency	Smith & Loveless	\$537,607	34 wk	8 wk	Per Spec

Selected

General overview of Scope:

- 1ea Pista Grit chagmber with grit fluidizer
- 2ea grit pumps
- 2ea grit concentrators
- 1ea grit washer
- 1ea air infusion panel
- 1ea master control panel
- 1 lot of location control stations

Alvin WWTP Expansion

Bid Tabulation

Centrifugal Blowers

Specification: 43 11 17.01, 02, 03

Centrifugal (ALL)

<u>Bidder</u>	<u>Manufacturer</u>	<u>Amount</u>	<u>Lead Time</u>	<u>Submittals</u>	<u>Warranty</u>
Environmental Imps.	Atlas Copco	\$1,931,000	30 wk	6 wk	Per Spec
Hartwell	Continental	\$1,498,900	20 wk	6 wk	Per Spec
Newman Regency	Gardner Denver	No Bid			

Selected

General overview of Scope:

Digesters:

3ea 125 HP blowers

3ea local control panels

Existing Aeration:

1ea 300HP blowers

1ea local control panels & 1ea master control panel

Flow control valves, flowmeters and DO instrumentation

Aeration Controls Systems Integration

New Aeration:

3ea 250HP blowers

3ea local control panels & 1ea master control panel

Flow control valves, flowmeters and DO instrumentation

Aeration Controls Systems Integration

Alvin WWTP Expansion
Bid Tabulation
PD Blowers (WAS Blowers)
Specification: 43 11 33

<u>Bidder</u>	<u>Manufacturer</u>	<u>Amount</u>	<u>Lead Time</u>	<u>Submittals</u>	<u>Warranty</u>
Environmental Imps.	Atlas Copco	\$52,000	20 wk	8 wk	Per Spec
Hartwell	Aerzen	\$89,700	14 wk	8 wk	Per Spec
Newman Regency	Gardner Denver	No Bid			

Selected

General overview of Scope:
2ea 25HP Rotary Lobe Blowers

Alvin WWTP Expansion

Bid Tabulation

Aeration Diffusers

Specification: 46 51 33

<u>Bidder</u>	<u>Manufacturer</u>	<u>Amount</u>	<u>Lead Time</u>	<u>Submittals</u>	<u>Warranty</u>
Hartwell	Sanitaire	\$345,000	15 wk	12 wk	Per Spec
Newman Regency	EDI	\$145,300	10 wk	6 wk	Per Spec
HRM Environmental	SSI	\$112,000	4 wk	14 wk	Per Spec

Selected

General overview of Scope:

2 basins 126'x52' each with 3 zones

Each Basin:

752 Diffusers Zone 1

508 Diffusers Zone 2

324 Diffusers Zone 3

1,584 total diffusers

Alvin WWTP Expansion

Bid Tabulation

Clarifier Equipment

Specification: 46 43 21

<u>Bidder</u>	<u>Manufacturer</u>	<u>Amount</u>	<u>Lead Time</u>	<u>Submittals</u>	<u>Warranty</u>
Hartwell	Walker Process	\$975,200	40 wk	12 wk	Per Spec
Environmental Imps.	Westech	\$794,413	28 wk	12 wk	Per Spec
HRM Environmental	Ovivo	\$859,850	30 wk	8 wk	Per Spec

Selected

General overview of Scope:

2ea 95' diameter clarifiers

2ea local control panels

Each clarifier furnished hot dipped galvanized

2 lots fiberglass weirs and scum baffles

Alvin WWTP Expansion
Bid Tabulation
RAS/WAS Pumps
Specification:

44 42 56.09

<u>Bidder</u>	<u>Manufacturer</u>	<u>Amount</u>	<u>Lead Time</u>	<u>Submittals</u>	<u>Warranty</u>
Precision/Zone	Gorman Rupp	\$154,300	20 wk	5 wk	Per Spec

Selected

General overview of Scope:
3ea 20HP self priming pumps

Alvin WWTP Expansion
Bid Tabulation
NPW Pump Station
Specification:

33 11 16

<u>Bidder</u>	<u>Manufacturer</u>	<u>Amount</u>	<u>Lead Time</u>	<u>Submittals</u>	<u>Warranty</u>
Precision/Zone	Gorman Rupp	\$585,300	24 wk	14 wk	Per Spec

Selected

- General overview of Scope:
- Packaged System
 - 3ea 60HP pumps
 - Valves & flowmeters as required
 - NEMA 4X 304SS master control panel with VFD's
 - 1ea bladder tank
 - 1ea self cleaning strainer

Alvin WWTP Expansion

Bid Tabulation

Existing Dewatering Building

Specification: 46 33 33

<u>Bidder</u>	<u>Manufacturer</u>	<u>Amount</u>	<u>Lead Time</u>	<u>Submittals</u>	<u>Warranty</u>
HRM Environmental	BDP	\$57,700	55 wk	10 wk	Per Spec
Ryan Herco	Ultratech	\$2,635	3 wk	3 wk	Per Spec

Selected

General overview of Scope:

1ea polymer system (manufactured by BDP)

1 ea polymer spill containment pallet

Alvin WWTP Expansion

Bid Tabulation

Gates

Specification: 40 05 50

<u>Bidder</u>	<u>Manufacturer</u>	<u>Amount</u>	<u>Lead Time</u>	<u>Submittals</u>	<u>Warranty</u>
HRM Environmental	Whipps	\$424,850	14 wk	4 wk	Per Spec
Environmental Imps.	Fontaine	\$385,000	14 wk	4 wk	Per Spec
Watertech	RW Gate	\$390,000	16 wk	4 wk	Per Spec
Municipal Valve	Golden Harvest	\$535,150	14 wk	4 wk	Per Spec

Selected

General overview of Scope:

All gates as specfied and updated in addendum # 2

2ea gates at effluent junction box, not scheduled in specification, are included

Alvin WWTP Expansion
Bid Tabulation
Progressive Cavity Pumps

Specification: 44 42 56.13

<u>Bidder</u>	<u>Manufacturer</u>	<u>Amount</u>	<u>Lead Time</u>	<u>Submittals</u>	<u>Warranty</u>
Environmental Imps.	Moyno	\$225,000	18 wk	6 wk	Per Spec

Selected

General overview of Scope:
2ea 30HP thickener sludge feed pumps
2ea 3HP scum pumps

Alvin WWTP Expansion
Bid Tabulation
Vacuum Feeders
Specification:

46 33 76

<u>Bidder</u>	<u>Manufacturer</u>	<u>Amount</u>	<u>Lead Time</u>	<u>Submittals</u>	<u>Warranty</u>
JCS	JCS	\$54,300	12 wk	6 wk	Per Spec

Selected

General overview of Scope:
Sodium Hypochlorite:
2ea JCS Liquid Vacuum Feeders
2ea Vacuum Injectors
1ea Degassing Valve
Installation

Sodium Bisulfite:
2ea JCS Liquid Vacuum Feeders
2ea Vacuum Injectors
1ea Degassing Valve
Installation

Alvin WWTP Expansion
Bid Tabulation
Chemical Feed & Tanks
Specification:

43 41 43, 46 43 44

<u>Bidder</u>	<u>Manufacturer</u>	<u>Amount</u>	<u>Lead Time</u>	<u>Submittals</u>	<u>Warranty</u>
Environmental Imps.	Watson Marlow	\$260,000	12 wk	6 wk	Per Spec
Macaulay (Tanks)	Assman	\$295,000	18 wk	6 wk	Per Spec

Selected

General overview of Scope:

Sodium Hypochlorite:
Fabricated Wall Mount Duplex Chemical Feed Pump Skid
2ea 4,000 gal. Bulk Tanks
Bulk tank ladders
1ea 175 gal. Day Tank
Installation of tank farm piping

Sodium Bisulfite:
Fabricated Wall Mount Duplex Chemical Feed Pump Skid
2ea 2,000 gal. Bulk Tanks, insulated and heat traced
Bulk tank ladders
Installation of tank farm piping

Alvin WWTP Expansion

Bid Tabulation

Hoists

Specification: 41 22 13. 19 41 22 23.26

<u>Bidder</u>	<u>Manufacturer</u>	<u>Amount</u>	<u>Lead Time</u>	<u>Submittals</u>	<u>Warranty</u>
Schroder (Hoists)	Yale or equal	\$129,720	15 wk	6 wk	Per Spec
Hoists Direct (Davit)	Thern or equal	\$3,400	6 wk	4 wk	Per Spec

Recommended

General overview of Scope:

Davit Cranes at Selector zones 1, 2, 5 & 6 are provided with sumserbile mixer scope

1ea 3 ton electric hoist and trolley at lift station

1ea 3 ton manual hoist at lift station

1ea 2 ton manual hoist at aeration blower building

1ea 1/2 ton manual hoist at new RAS/WAS pump station

1ea 3 ton electric hoist and trolley at mechanical thickener

Electrical Construction Package

Bid Tab - Alvin WWTP Expansion - Electrical Package

Item	Description	Unit	Quantity	CSE W-Industries, Inc.	Boyer, Inc.	Electrical Automation Controls
Base Bid						
Base Bid						
1	Mobilization	LS	1	\$218,505.00	\$220,421.00	\$335,000.00
2	Furnish & Install Electrical for Alvin WWTP Expansion	LS	1	\$13,517,481.00	\$16,733,014.00	\$16,878,690.00
Sub Totals				\$13,735,986.00	\$16,953,435.00	\$17,213,690.00
Additive Bid Items						
1A	Performance & Payment Bond	LS	1	\$147,398.00	\$166,337.00	\$224,980.00
1B	Extend Bidder Warranty by One Additional Year	LS	1	\$85,850.00	\$36,600.00	\$42,020.00
Sub Totals				\$233,248.00	\$202,937.00	\$267,000.00
Grand Total As Bid				\$13,969,234.00	\$17,156,372.00	\$17,480,690.00
Total w/Selected Bid Items				\$13,883,384.00	\$17,119,772.00	\$17,438,670.00
Selected						
*Reference Section 3, qualifications for dewatering and cost optimization description.				*Dewatering	-\$679,501.00	
				*Cost Optimization	-\$30,000.00	
				Total Award	\$16,410,271.00	

BID FORM – SIGNATURE PAGE
BID PACKAGE – ELECTRICAL
CITY OF ALVIN, TEXAS WWTP EXPANSION

Owner: City of Alvin, Texas
Engineer: Freese & Nichols
Construction Manager: CSA Construction, Inc.

Bidder: Boyer, Inc.

Address: 8904 Fairbanks N Houston Road
Houston, TX 77064

In submitting this Bid, Bidder represents that:

1. Bidder has examined and carefully studied the Instruction to Bidders, Bid Form, Contract Documents, reports of explorations and tests of subsurface conditions and hereby acknowledges receipt of the following Addenda.
Addendum No.: _____ Dated: _____
Addendum No.: _____ Dated: _____
Addendum No.: _____ Dated: _____
2. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham proposal; Bidder has not solicited or induced any person, firm, or corporation to refrain from Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
3. Bidder is qualified to conduct business in the State of Texas as required by laws, regulations and rules; and it is fully qualified and has experience in performing work of the same type as the Work covered by the Contract Documents; and it will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services, and others means of construction to complete all work required by the Contract Documents and Bid Package.
4. Bidder has visited the site, has conducted all testing at the Site Bidder deems necessary, has become familiar with, has taken into account consideration in formulating its Bid, and accepts the general, local and site conditions that may affect cost, progress, performance, and furnishing of the Work.
5. Bidder agrees to enter into a Subcontract Agreement with the CONSTRUCTION MANAGER, CSA Construction, Inc., for the proposed Work for the amount

TO BE UPLOADED TO CIVCAST

Page 1 of 3

indicated in this Bid Form and in accordance with all Terms and Conditions of these Contract Documents.

6. This Bid shall remain subject to acceptance for period of 90 calendar days after the date of the Bid opening.
7. Bidder has included all sales, consumer, use and other similar taxes as required to be paid by Bidder in accordance with laws and regulations of the State of Texas. The CONSTRUCTION MANAGER shall not be responsible for any state, consumer, use in accordance with laws and regulations. The OWNER is a tax-exempt organization as defined by the Texas Tax Code.
8. Bidder has provided CONSTRUCTION MANAGER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by CONSTRUCTION MANGER is acceptable to Bidder.

Bidder: Boyer, Inc. (full legal name of Bidder)

Signature:  (person with authority to bind the Bidder)

Name: Blake Wehmeyer (printed name of person signing Bid Form)

Title: President (title of person signing Bid Form)

Phone: 713.466.5395

Email: bwehmeyer@boyerinc.com

(SEAL)

If Bidder is Corporation

Date: October 16, 2024

TO BE UPLOADED TO CIVCAST
Page 2 of 3

EXCEPTIONS TO SUBCONTRACT
BID PACKAGE – ELECTRICAL
CITY OF ALVIN, TEXAS WWTP EXPANSION

Bidder may list any and all clarifications, exceptions and requested revisions to the sample Subcontract provided with this Bid Package. Construction Manager may take these items into consideration but is not obligated to accept any of the requested exceptions or revisions.

☐

No Exceptions

☒

Bid is submitted with the following clarifications/exceptions:

Boyer has prepared our clarifications/exceptions and have included with this required upload.

VALUE ENGINEERING

Bidder may offer value engineering ideas. Costs are not required for VE Items at time of bid submission. Please list or describe below:

Boyer is willing to evaluate VE on recommendations and select feasible ideas for development once project is awarded.

TO BE UPLOADED TO CIVCAST
Page 3 of 3

SUBCONTRACTOR QUESTIONNAIRE

Alvin WWTP Expansion

SECTION 1 - EXPERIENCE AND PERFORMANCE

ORGANIZATION GENERAL INFORMATION

COMPANY NAME	Boyer, Inc.
ADDRESS	8904 Fairbanks N Houston Road Houston TX 77064
PRIMARY CONTACT	Blake Wehmeyer
TITLE	President
PHONE	713.466.5395
EMAIL	bwehmeyer@boyerinc.com

INDICATOR OF ORGANIZATION SIZE

Average number of current full time employees	165
Average estimate of revenue for current year	\$90,000,000

CONSTRUCTION EXPERIENCE

List 5 most recently completed water or wastewater treatment plant projects with original contract value and final contract value			
Project Name	Owner or GC	Original Contract Value	Final Contract Value
1. WCID# 111 WWTP Repairs	City of Houston	2,554,350.00	2,588,936.00
2. Mustang Bayou WWTP Rehab	City of Missouri City	10,414,951.00	10,414,951.00
3. 69th Street WWTP Electrical Substation Rehab/Replmt	City of Houston	10,955,738.00	11,099,644.00
4. Southwest WWTP Improvements Pkg 3	LEM Construction	7,358,518.00	7,320,544.00
5. Galveston Main WWTP	Fru-Con Construction	16,585,000.00	16,474,970.00

REFERENCES

Provide 3 references and contact information from projects in the past 5 years	
1. NAME: Jeffery Peters, PE	
COMPANY: Ardurra	
PHONE: 346.666.5180	
2. NAME: Jonte Greer, Director of Engineering	
COMPANY: Gulf Coast Authority	
PHONE: 281.226.1127	
3. NAME: William Fuller, Project Manager	
COMPANY: City of Houston	
PHONE: 281.435.6962	

BIDDER agrees that they grant permission to CONSTRUCTION MANAGAER to contact these references.

PERFORMANCE

Has your company ever been terminated from any past projects?	No
If so, please list project and explanation at the back of this section.	N/A

PAST EXPERIENCE WITH CITY OF ALVIN, CSA, FREESE & NICHOLS

Project Name	Owner/GC	Year	
1. Acres Homes Pump Station - Electrical & Instrumentation	CSA (Kenny Schultz)	1996	
2. Dallas Salmon WWTP Expansion - City of League City	CSA (Rich Adams)	2010	
3. Northside Water Booster Station - City of League City	CSA (Kenny Schultz)	2013	
4. SJRA's - Siphon's 15, 20 & 23	Freese & Nichols (Cody Cockroft, PE)	2013, 2014	
5. SJRA - East Canal Pump Station	Freese & Nichols (Alan Hutson, PE)	2016	

SUBCONTRACTOR QUESTIONNAIRE

Alvin WWTP Expansion

SECTION 2 - PROJECT INFORMATION

SELF-PERFORM CAPABILITIES

List Subcontractor's self-perform capabilities & intent to self-perform on this project

Description of Work	This Project (Yes/No)
Underground Ductbanks	Yes
Raceway	Yes
Wiring Terminations Testing	Yes
Division 26 as per Drawings and Specifications	Yes

SECOND TIER SUBCONTRACTORS

List proposed trades for Second Tier Subcontractors

Description of Work	Name of Entity*
NETA Testing & Studies	EPS
Lighting Protection	NSK
Fire Protection	TBD

*If name of Entity not final at bid time, Construction Manager may request this information post bid.

SUBCONTRACTOR QUESTIONNAIRE

Alvin WWTP Expansion

SECTION 3 - PROPOSED PROJECT MANAGER

PROJECT MANAGER	
NAME	Dave Geel
YEARS OF EXPERIENCE AS PROJECT MANAGER	25 Years, 19 Years with Boyer
NUMBER OF SIMILAR PROJECTS AS PROJECT MANAGER	12

CURRENT PROJECT ASSIGNMENTS		
Project Name	Percent of time used on project	Anticipated completion date
COP - John Hargrave Environmental Complex	10%	December 2024
City of League City - Dallas Salmon WWTP	10%	July 2025
COP - Barry Rose Water Reclamation Facility Electrical	10% Project Executive	2028

Previous Employers		
Company Name	Years Worked	Contract Name and Number
DMG Electric	2005 - 2014	Self Employed
Boyer, Inc.	1999 - 2005	Mark L. Boyer, CEO 713.466.5395

OWNER/GC REFERENCE CONTACT INFORMATION	
1. NAME: Skipper Jones, Assistant Director of Projects	
COMPANY: City of Pearland	
PROJECT: CMAR Reflection Bay Water Reclamation Facility Expansion Project	
PHONE: 281.652.1637	
2. NAME: Jeffery Peters, PE - Engineer of Record	
COMPANY: Ardurra	
PROJECT: CMAR - Mustang Bayou WWTP Missouri City, TX	
PHONE: 346.666.5180	

SUBCONTRACTOR QUESTIONNAIRE

Alvin WWTP Expansion

SECTION 4 - PROPOSED PROJECT SUPERINTENDENT

PROJECT MANAGER	
NAME	Mitchel Rubenstein
YEARS OF EXPERIENCE AS PROJECT SUPERINTENDENT	17 Years; 13 Years with Boyer
NUMBER OF SIMILAR PROJECTS AS PROJECT SUPERINTENDENT	6

CURRENT PROJECT ASSIGNMENTS		
Project Name	Percent of time used on project	Anticipated completion date
Westridge Regional Lift Station - COH	Available at notice	12/31/2024

Previous Employers		
Company Name	Years Worked	Contract Name and Number
Prospect Waterproofing - Sterling VA	2008 - 2011	703.450.2355
Freedom Restoration - Gambrills, MD	2004 - 2008	410.451.7110

OWNER/GC REFERENCE CONTACT INFORMATION	
1. NAME: Edwin Lloyd, PE - Construction Manager	
COMPANY: Lloyd, Smitha & Associates, LLC	
PROJECT: Westridge Regional Lift Station	
PHONE: 281.660.8737	
2. NAME: Marilena Stoica, PE, Supervising Engineer	
COMPANY: City of Houston	
PROJECT: Lift Station Renewal and Replacement - East Park Ten, Maxey Road, Mesa Drive, Westmont and North Shore	
PHONE: 832.395.2305	

BID FORM – SIGNATURE PAGE
BID PACKAGE – ELECTRICAL
CITY OF ALVIN, TEXAS WWTP EXPANSION

Owner: City of Alvin, Texas
Engineer: Freese & Nichols
Construction Manager: CSA Construction, Inc.

Bidder: CSE W-Industries, Inc

Address: 11500 Charles Rd, Houston, Texas, 77041

In submitting this Bid, Bidder represents that:

1. Bidder has examined and carefully studied the Instruction to Bidders, Bid Form, Contract Documents, reports of explorations and tests of subsurface conditions and hereby acknowledges receipt of the following Addenda.
Addendum No.: _____ Dated: _____
Addendum No.: _____ Dated: _____
Addendum No.: _____ Dated: _____
2. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham proposal; Bidder has not solicited or induced any person, firm, or corporation to refrain from Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.
3. Bidder is qualified to conduct business in the State of Texas as required by laws, regulations and rules; and it is fully qualified and has experience in performing work of the same type as the Work covered by the Contract Documents; and it will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services, and others means of construction to complete all work required by the Contract Documents and Bid Package.
4. Bidder has visited the site, has conducted all testing at the Site Bidder deems necessary, has become familiar with, has taken into account consideration in formulating its Bid, and accepts the general, local and site conditions that may affect cost, progress, performance, and furnishing of the Work.
5. Bidder agrees to enter into a Subcontract Agreement with the CONSTRUCTION MANAGER, CSA Construction, Inc., for the proposed Work for the amount

TO BE UPLOADED TO CIVCAST

Page 1 of 3

**EXCEPTIONS TO SUBCONTRACT
BID PACKAGE – ELECTRICAL
CITY OF ALVIN, TEXAS WWTP EXPANSION**

Bidder may list any and all clarifications, exceptions and requested revisions to the sample Subcontract provided with this Bid Package. Construction Manager may take these items into consideration but is not obligated to accept any of the requested exceptions or revisions.

☐

No Exceptions

☒

Bid is submitted with the following clarifications/exceptions:

Please see imported proposal for clarifications and exceptions.

VALUE ENGINEERING

Bidder may offer value engineering ideas. Costs are not required for VE Items at time of bid submission. Please list or describe below:

TO BE UPLOADED TO CIVCAST
Page 3 of 3

indicated in this Bid Form and in accordance with all Terms and Conditions of these Contract Documents.

6. This Bid shall remain subject to acceptance for period of 90 calendar days after the date of the Bid opening.
7. Bidder has included all sales, consumer, use and other similar taxes as required to be paid by Bidder in accordance with laws and regulations of the State of Texas. The CONSTRUCTION MANAGER shall not be responsible for any state, consumer, use in accordance with laws and regulations. The OWNER is a tax-exempt organization as defined by the Texas Tax Code.
8. Bidder has provided CONSTRUCTION MANAGER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by CONSTRUCTION MANGER is acceptable to Bidder.

Bidder: CSE W-Industries, Inc (full legal name of Bidder)

Signature:  (person with authority to bind the Bidder)

Name: David Dorrough (printed name of person signing Bid Form)

Title: SVP of Field Services (title of person signing Bid Form)

Phone: 832-964-3586

Email: guy_goodspeed@w-industries.com

(SEAL)

If Bidder is Corporation



Date: 10/16/2024

TO BE UPLOADED TO CIVCAST
Page 2 of 3

SUBCONTRACTOR QUESTIONNAIRE

Alvin WWTP Expansion

SECTION 1 - EXPERIENCE AND PERFORMANCE

ORGANIZATION GENERAL INFORMATION

COMPANY NAME	CSE W-Industries, Inc
ADDRESS	11500 Charles Rd, Houston, Texas 77041
PRIMARY CONTACT	Guy Goodspeed
TITLE	Business Development Manager
PHONE	832-964-3586
EMAIL	guy_goodspeed@w-industries.com

INDICATOR OF ORGANIZATION SIZE

Average number of current full time employees	550
Average estimate of revenue for current year	110,000,000.00

CONSTRUCTION EXPERIENCE

List 5 most recently completed water or wastewater treatment plant projects with original contract value and final contract value

Project Name	Owner or GC	Original Contract Value	Final Contract Value
1. Port Arthur WWTP Improvements	Allco	7,902,420.00	
2. Austin Regional WWTP Trains A&B Improvements	MWH	34,300,534.00	Current
3. Confluence Park WWTP	Haskell	6,831,890.00	Current
4. Manada's Creek WWTP	PLW	9,812,591.00	Current, completion 2025
5.			

REFERENCES

Provide 3 references and contact information from projects in the past 5 years

1. NAME: Sean Johnson
COMPANY: Haskell
PHONE: 54dd604-0321
2. NAME: Brandon Harrison
COMPANY: ALLCO
PHONE: 409-790-9464
3. NAME: Darin Youngstrom
COMPANY: Bowen Collins @ Associates
PHONE: 208-631-5550

BIDDER agrees that they grant permission to CONSTRUCTION MANAGAER to contact these references.

PERFORMANCE

Has your company ever been terminated from any past projects?	No
If so, please list project and explanation at the back of this section.	

PAST EXPERIENCE WITH CITY OF ALVIN, CSA, FREESE & NICHOLS

Project Name	Owner/GC	Year	
1. Port Arthur WWTP Improvements	COPA / ALLCO	Current	Freese & Nichols
2.			
3.			
4.			
5.			

SUBCONTRACTOR QUESTIONNAIRE

Alvin WWTP Expansion

SECTION 2 - PROJECT INFORMATION

SELF-PERFORM CAPABILITIES	
List Subcontractor's self-perform capabilities & intent to self-perform on this project	
Description of Work	This Project (Yes/No)
all associated electrical work for the plant	YES

SECOND TIER SUBCONTRACTORS	
List proposed trades for Second Tier Subcontractors	
Description of Work	Name of Entity*
excavation, backfill, installation of duct banks	Ace Services, Inc
*If name of Entity not final at bid time, Construction Manager may request this information post bid.	

SUBCONTRACTOR QUESTIONNAIRE

Alvin WWTP Expansion

SECTION 3 - PROPOSED PROJECT MANAGER

PROJECT MANAGER	
NAME	Johnathan Corpuz
YEARS OF EXPERIENCE AS PROJECT MANAGER	15+
NUMBER OF SIMILAR PROJECTS AS PROJECT MANAGER	10+

CURRENT PROJECT ASSIGNMENTS		
Project Name	Percent of time used on project	Anticipated completion date
South Austin Regional WWTP Trains A&B Improvements	50	2030
Confluence Park WWTP	50	2027
We are hiring a new PM for both the projects above and would like to keep him here in the Houston area.		

Previous Employers		
Company Name	Years Worked	Contract Name and Number
Self Employed		

OWNER/GC REFERENCE CONTACT INFORMATION	
1. NAME:	Darin Youngstrom
COMPANY:	City Engineer / Bowen Collins & Associates
PROJECT:	Confluence Park WWTP
PHONE:	208-631-5550
2. NAME:	Sean Johnson
COMPANY:	Haskell
PROJECT:	Confluence Park WWTP
PHONE:	541-604-0321

SUBCONTRACTOR QUESTIONNAIRE

Alvin WWTP Expansion

SECTION 4 - PROPOSED PROJECT SUPERINTENDENT

PROJECT MANAGER	
NAME	Fernando Rodriguez
YEARS OF EXPERIENCE AS PROJECT SUPERINTENDENT	7 +
NUMBER OF SIMILAR PROJECTS AS PROJECT SUPERINTENDENT	5+

CURRENT PROJECT ASSIGNMENTS		
Project Name	Percent of time used on project	Anticipated completion date
Manadas Creek WWTP	50	2026

Previous Employers		
Company Name	Years Worked	Contract Name and Number
CSE W-Industries, Inc	10+	

OWNER/GC REFERENCE CONTACT INFORMATION	
1. NAME:	Adriano Casas
COMPANY:	PLW
PROJECT:	Manadas Creek WWTP
PHONE:	346-413-3786
2. NAME:	
COMPANY:	
PROJECT:	
PHONE:	

From: [CivCast](#)
To: [bidmail](#)
Subject: CivCast - Bid Buddy Alert
Date: Friday, September 20, 2024 1:06:38 PM

CIVCAST

CivCast Bid Buddy Notification

Bid buddy has found the following new project that matches your keywords and counties:

Alvin WWTP Expansion - Electrical Package

[Click here](#) to view the project

[CivCast](#) · [User Agreement](#) · [Privacy Policy](#)

Alvin WWTP Expansion - Electrical Package

[CSA Construction, Inc.](#)

Bid



Summary

Details	
ID:	2303
Estimate:	
Type:	Electrical
Owner:	City of Alvin, Texas

Location	
Brazoria County, TX	
Map Code:	

Scope	
The work in this package only includes turnkey electrical construction for the City of Alvin WWTP Expansion Project. Bidders are called attention to review in detail the following documents: - Advertisement & Instruction to Bidders - Bid Form & Scope - Bid Form Signature Page Any questions regarding this bid shall be emailed to CSA Construction as the contact person listed below.	

Pre-Bid Details	
Date:	10/01/2024
Time:	11:00 AM
Location:	Alvin Fire & EMS Station No. 1, 801 E. South St., Alvin, TX 77511
Notes:	Mandatory Pre-Bid Meeting

Bid Details	
Date:	10/16/2024
Time:	2:00 PM CST
Location:	Online Submission Via CivCast

Notes:	Bid Opening via MS Teams
--------	--------------------------

Contact Address
CSA Construction, Inc. 2314 McAllister Rd. Houston, Texas 77092 www.csaconstruction.com

Contact Info
Contact: George Craig Phone: 713-686-8868 Fax: Email: gcraig@csaconstruction.com

Bid Package Notes

Additional Notes

#12031 PUBLISHED SEPTEMBER 29

[Save](#)[Share](#)

Details for #12031 PUBLISHED SEPTEMBER 29

Sep 29, 2024

#12031 PUBLISHED SEPTEMBER 29, 2024 & OCTOBER 6, 2024 REQUEST FOR BIDS City of Alvin WWTP Expansion BID PACKAGE – ELECTRICAL Bids addressed to the Construction Manager at Risk, CSA Construction, Inc., will be received Online at www.civcastusa.com until 2:00 PM on Wednesday October 16, 2024, to furnish all labor and materials and perform all work for construction of the following described project: City of Alvin WWTP Expansion Bid Package - Electrical Bids will be opened and read aloud the names of the bidders and their bids online via MS Teams. A Teams invite will be provided in the bid package documents. Bids received after the time and date prescribed above or as modified by addenda, will not be considered. Contract Documents can be obtained at no cost at CivCast at <https://www.civcastusa.com>. All addenda will be issued on CivCast and all inquiries or requests regarding this bid are to be submitted to George Craig, gcraig@csaconstruction.com. Bidder is responsible for monitoring and downloading these documents from CivCast. Contract Documents may also be obtained by contacting George Craig at (713)-686-8868 or gcraig@csaconstruction.com. Documents can be viewed at the Construction Manager's office at 2314 McAllister Road, Houston, Texas 77092. A mandatory pre-bid meeting will be held on Tuesday, October 1, 2024, at 11:00 AM at the Alvin Fire & EMS Station No. 1, 801 E. South St., Alvin, Texas 77511, followed immediately by site walkthrough, weather permitting, at the WWTP, 7100 County Rd. 160, Alvin, Texas 77511. All bidders are highly encouraged to attend this meeting. A proposal guaranty is not required for this bid. The successful bidder may be required to furnish performance and payment bonds in the full amount of this subcontract agreement. This subcontract is contingent on City Council award of the Construction Manager's GMP.

CIVCAST PLANHOLDERS LIST

Alvin WWTP Expansion - Electrical Package

Company	Company Type	Contact Name	Contact Phone	Contact Fax	Email
Adaptaspace	Manufacturer	Eugene Armbruster	403 8882855		earmbruster@adaptaspace.com
BlackGuard PVC Coated Products by N.E.C., Inc	Manufacturer	Keith Conley	7138986888		keith@nec-inc.com
Emerald-Standard Services	SubContractor	Don Barnett	713-473-1000	713-473-1006	dbarnett@emerald-standard.com
Electrical Automation Controls	SubContractor	Isaiah Acosta	281-362-9600		isaiahacosta@eactx.com
CSA Construction, Inc.	General Contractor	Rick Mayfield	713-686-8868	713-6868-8889	bidmail@csaconstruction.com
MP Technologies,LLC	General Contractor	Steve Duvall			
Amtek (Houston Office)	Plan Room	Jody Lawson			
Smith Pump Company	Supplier	Ian Bell	2547760377		ianb@smithpump.com
CSA Construction, Inc.	General Contractor	George Craig	713-686-8868		bidmail@csaconstruction.com
Big State Electric	SubContractor	Tyler Grimmatt	210-632-0281		tyler.grimmatt@bigstateelectric.com
W.W. Payton Corporation	General Contractor	Chad Payton			
Sage Rental Services - Bypass Pumping - Wellpoint Dewatering - Shoring	SubContractor	Ron Khodadad	281-740-4476		rkhodadad@sagerentalservices.com
Kopatheat Electric, LLC	SubContractor	Shannon Lackey	830-613-5923		shannon@kopathean.com
Kirbie Enterprises	Supplier	Morgan Kirbie	2819043826		mkirbie1@gmail.com
Collier Construction	General Contractor	Collier Tracy	254-856-7485		colliertracy000@gmail.com
McDonald Municipal & Industrial	General Contractor	wayne berkenmeier	7139211368		wayneb@mcdonaldinc.com
Prime Vendor Inc.	Plan Room	Bid Clerk Bid Clerk	800-746-9554	800-746-8307	govtbids@prime-vendor.com
ConstructConnect	Plan Room	Michael Stubbs	800-364-2059	866-570-8187	content@constructconnect.com
Andrew-Jordan Industrial LLC	SubContractor	Frank Reyes	832-243-6888	832-486-9239	Freyes@ajielectric.com
Boyer, Inc.	General Contractor	Megan Dobarganes	281-598-0271		mdobarganes@boyerinc.com
CDM Constructors EIC	SubContractor	Bryan Craig	2147285528	2147285528	craigba@cdmsmith.com
Seguin Fabricators, Misc Metals Fabricator	Supplier	Jennifer Warren	830-549-5890	830-379-0685	jennifer@seguinfab.com
CSA Construction, Inc.	General Contractor	Fred Dodd	7136868868	7136868889	bidmail@csaconstruction.com
Andrew - Jordan Industrial	SubContractor	Jonathan Deegan	8322989030		Jdeegan@ajielectric.com
Garland Heating and Air Conditioning	SubContractor	David Echols	9722783500	9722783500	dechols@garlandheatingandair.com
W-Industries	SubContractor	Armando Saucedo	713-466-9463		ARMANDO_SAUCEDA@W-INDUSTRIES.COM
Virtual Builders Exchange	Plan Room	Jeannette Olguin	210-564-6900	210-564-6902	addenda@virtualbx.com
BD Fine Finish	SubContractor	Brodie Darden	3528836853		bdarden.finefinish@gmail.com
TAKNEK LLC	General Contractor	Victor Ranawat	8172310124		victor.ranawat@taknek.com
Construction Bid Source	SubContractor	Laura Lambert	8887869450		llambert@constructionbidsource.com
Zone Industries	Supplier	Troy Gillar	346-293-1596		tgillar@zoneindustries.com
M Scott Construction, Inc.	General Contractor	Mitchell McCashland	7134800987		mitchell@mscottconstruction.com
Hahn Equipment Co.,Inc	Supplier	Aren Warthen	713-868-3255		awarthen@hahnequipment.com
Boyer, Inc.	General Contractor	Mark Boyer	713-466-5395	713-466-8198	wguerra@boyerinc.com
Schroder Material Handling	Other	Leslie Cox	8642779933		schroderap@gmail.com
Aims Companies	SubContractor	Sabryna Abdella	281-485-8816		sabdella@aimscompanies.com
Energy Systems Texas	Supplier	Brian Skibinski	2623397497		bskibinski@energysystems.com
JTR Constructors Inc	General Contractor	Manuel T. Chicas	(832) 9986832	2818592939	mchicas@jtrconstructors.com
Bright IIOT LLC	SubContractor	Davide Pascucci	7867178182		davidp@brightiiot.com
Pfeiffer & Son, Ltd.	SubContractor	Mark Antley	281-471-4222	281-471-6856	marka@pfeifferandson.com
Mario Electric	SubContractor	Ian Perez	(210) 505-0109	N/A	Marioelectric.ip@gmail.com
Inframark	Other	Jonathon Stavas	7379770725		jonathon.stavas@inframark.com
GDC Industrial, Inc.	Other	Gyle Dale	903-335-8916	903-335-8917	admin620@groupgdc.com
HRM Environmental	Supplier	Brendan Kelly	512-903-5444		bkelly@hrmenv.com

Millennium Plus	SubContractor	Bob Gardiner	281-648-3437		mpinc@swbell.net
CC Lynch & Associates, Inc.	Supplier	Brandon Dalton	1-800-333-2252		brandon@cclynch.com
Lynn Engineering	Engineer	Elizabeth Abels	9792458900		elizabeth.abels@lynngroup.com
PWXPress	Owner	Mary Miller	4086768941		bids@pwxpress.com
Electrical Automation Controls	SubContractor	David Castro	713-249-2740		davidcastro@eactx.com
Wingo Service Company	SubContractor	AL SHELDT	281-367-9990		asheldt@wingocompanies.com
K Tillman Construction LLC	General Contractor	Yakira Braden	8326223160		yakira@ktillmanconstruction.com
Taknek	General Contractor	Harry Gunjal	8172310124		harry.gunjal@taknek.com
Ferguson Waterworks	Supplier	Sheila Brasher	7136752211		Sheila.Brasher@ferguson.com
The Reynolds Company	Supplier	Xavier Ruiz	7139345357		xruiz@reynco.com
4-Horn Trench & Shoring	Supplier	Quinn Bowen	713-205-7904		quinnbowen03@icloud.com
Whipps Inc	Supplier	Alison Tracy	9782497924	9782493072	alisont@whipps.com
W-Industries	SubContractor	armando saucedo	7134669463		armando_saucedo@w-industries.com
Bonded Lightning Protection Systems, Ltd.	SubContractor	Brittni Baldes	800-950-7933	940-455-2225	sales@bondedlp.com
Electrical Automation Controls (EAC)	SubContractor	Chad Hyman	281-362-9600	281-296-8302	chadhyman@eactx.com
Eaton Corporation	Manufacturer	Robert Patterson	7138825528		ROBERTMPATTERSON@EATON.COM
Servox LLC	General Contractor	Francisco Naranjo	617-290-0040		fnaranjo@servox.us
FireTron	SubContractor	craig bryson	713-203-5929		craig.bryson@firetron.com
Macaulay Controls	Supplier	Amy Macaulay	2812820100		amacaulay@macaulaycontrols.com
GEOSUPPORT SYSTEMS	SubContractor	Sam Lowry	4058330893		sam@geosupport.us
Knape Associates	Supplier	Renee Evans	713-467-2777	713-467-1217	Renee@knapeassociates.com
Ace Services Inc.	SubContractor	Brian Weaver	8327282887		bweaver@acedig.net
Ohio Gratings Inc	Manufacturer	Kristen Osborne	330.477.6707		kosborne@ohiogratings.com
Liberty Fire Protection	SubContractor	Doug Adams	2818240025		doug@libertyfireprotection.net
Macaulay Controls	Supplier	Deanna Bazar	8329516362		dbazar@macaulaycontrols.com
Macaulay Controls Company	Supplier	Phillip Kim	2816848514	2812820077	pkim@macaulaycontrols.com
Baez Electrical	SubContractor	Daniel Baez	8328652246 cell 832-963-4330		daniel@baezelelctricalservices.com
Locke Solutions-Precast Div.	Supplier	Michael Luck	281-900-3607		michael.luck@lockesolutions.com
wildcat Electric Supply	Supplier	QUINN GABINO	8323252709		quinn.gabino@wildcatelectric.com
M.A.K. Fencing, Inc	SubContractor	Fred Keyes	8329190295		makfencing@gmail.com
WWatertech, Inc.	Supplier	Wes Holt	936-372-5272	936-372-9224	wholt@wwatertechinc.com
WWaterTech, Inc.	Supplier	Cathy Aldrich	9363725272		caldrich@wwatertechinc.com
Five Star Electric Motors, Inc	Supplier	Mark Hajda	2104924200	2104924280	mark@vfd.com
Power Engineering Services LLC	Not Specified	Cameron Archuleta	3252072177		carchuleta@pe-svcs.com
AllumiaX	Engineer	Ghazi Saeed	206-687-4009		ghazi@allumiax.com
CSE W-Industries, Inc.	SubContractor	Guy Goodspeed	832-964-3586		guy_goodspeed@w-industries.com
Electrical Automation Controls	SubContractor	F. ACOSTA	2813629600		FlorencioAcosta@EACtx.com
Prime Controls	SubContractor	Jason Ford	281-253-2126		j.ford@prime-controls.com
Tejas underground	General Contractor	Charlie Bell	9366976360		Charlie.bell@b-5construction.com
Schmalz & Associates Surety Bonds	Other	Eric Schmalz	5126406444		eric@schmalzsurety.com
Bizcom Technologies	General Contractor	Zac Olvera	7132990592		zolvera@bizcomtech.com
Powerline Elite Services	General Contractor	Mark Hughes	5757494989		markh@powerlineelite.com
Shermco	Engineer	David Lopez	2142159312		david.lopez@shermco.com
IPS Powerserve	Engineer	John Engelke	2544951410		john.engelke@ips.us
Crawford Electric Supply	Supplier	Gavin Alvarez	281-501-4520		galvarez@crawfordelectricsupply.com
Neill Associates Inc	Engineer	Jack Neill	832-251-1783	832-251-1784	jrn@neilleng.com
Self	Engineer	Michael Malloy	972-585-0144		mmalloy414@yahoo.com

Instrumentation & Controls Construction Package

Bid Tab - Alvin WWTP - Instrumentation & Controls Package

Item	Description	Unit	Quantity	Inframark AI	Total	Prime Controls	Total
Base Bid							
Furnish & Install I&C for Alvin WWTP Expansion							
1	I&C for Alvin WWTP Expansion	LS	1	\$724,897.00	\$724,897.00	\$816,960.00	\$816,960.00
Sub Totals					\$724,897.00		\$816,960.00
Additive Bid Items							
Extend Bidder Warranty by One Year							
1A	Extend Bidder Warranty by One Year	LS	1	\$27,554.00	\$27,554.00	\$8,000.00	\$8,000.00
Sub Totals					\$27,554.00		\$8,000.00
Grand Total As Bid					\$752,451.00		\$824,960.00
Total w/Selected Bid Items					\$724,897.00		\$816,960.00

Selected

*Reference Section 3, qualifications, for dewatering building description.

Item 1A is not selected.

*Dewatering Building	-\$23,460.00
Total Award	\$793,500.00

BID FORM – SIGNATURE PAGE
BID PACKAGE – INSTRUMENTATION & CONTROLS
CITY OF ALVIN, TEXAS WWTP EXPANSION

Owner: City of Alvin, Texas

Engineer: Freese & Nichols

Construction Manager: CSA Construction, Inc.

Bidder: Prime Controls, L.P.

Address: 1725 Lakepointe Dr

Lewisville, TX 75057

In submitting this Bid, Bidder represents that:

- 1. Bidder has examined and carefully studied the Instruction to Bidders, Bid Form, Contract Documents, reports of explorations and tests of subsurface conditions and hereby acknowledges receipt of the following Addenda.**

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

- 2. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham proposal; Bidder has not solicited or induced any person, firm, or corporation to refrain from Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.**
- 3. Bidder is qualified to conduct business in the State of Texas as required by laws, regulations and rules; and it is fully qualified and has experience in performing work of the same type as the Work covered by the Contract Documents; and it will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services, and others means of construction to complete all work required by the Contract Documents and Bid Package.**
- 4. Bidder has visited the site, has conducted all testing at the Site Bidder deems necessary, has become familiar with, has taken into account consideration in formulating its Bid, and accepts the general, local and site conditions that may affect cost, progress, performance, and furnishing of the Work.**
- 5. Bidder agrees to enter into a Subcontract Agreement with the CONSTRUCTION MANAGER, CSA Construction, Inc., for the proposed Work for the amount**

TO BE UPLOADED TO CIVCAST

Page 1 of 3

indicated in this Bid Form and in accordance with all Terms and Conditions of these Contract Documents.

6. This Bid shall remain subject to acceptance for period of 90 calendar days after the date of the Bid opening.
7. Bidder has included all sales, consumer, use and other similar taxes as required to be paid by Bidder in accordance with laws and regulations of the State of Texas. The CONSTRUCTION MANAGER shall not be responsible for any state, consumer, use in accordance with laws and regulations. The OWNER is a tax-exempt organization as defined by the Texas Tax Code.
8. Bidder has provided CONSTRUCTION MANAGER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by CONSTRUCTION MANGER is acceptable to Bidder.

Bidder: Prime Controls, L.P. (full legal name of Bidder)

Signature:  (person with authority to bind the Bidder)

Name: Jace McNiel (printed name of person signing Bid Form)

Title: President & General Partner (title of person signing Bid Form)

Phone: 281-253-2126

Email: j.ford@prime-controls.com

(SEAL)

If Bidder is Corporation

Date: _____

TO BE UPLOADED TO CIVCAST
Page 2 of 3

EXCEPTIONS TO SUBCONTRACT
BID PACKAGE – ELECTRICAL
CITY OF ALVIN, TEXAS WWTP EXPANSION

Bidder may list any and all clarifications, exceptions and requested revisions to the sample Subcontract provided with this Bid Package. Construction Manager may take these items into consideration but is not obligated to accept any of the requested exceptions or revisions.

☐ No Exceptions

☒ Bid is submitted with the following clarifications/exceptions:
See attached Scope Letter

VALUE ENGINEERING

Bidder may offer value engineering ideas. Costs are not required for VE Items at time of bid submission. Please list or describe below:

N/A

Bidder may attach their typical scope sheet with standard inclusions/exclusions to their bid signature page.

See attached Scope Letter

TO BE UPLOADED TO CIVCAST
Page 3 of 3

From: [CivCast](#)
To: [bidmail](#)
Subject: CivCast - Bid Buddy Alert
Date: Monday, November 11, 2024 10:46:46 AM

CIVCAST

CivCast Bid Buddy Notification

Bid buddy has found the following new project that matches your keywords and counties:

Alvin WWTP - Instrumentation & Controls Package

[Click here](#) to view the project

[CivCast](#) · [User Agreement](#) · [Privacy Policy](#)

Alvin WWTP - Instrumentation & Controls Package

[CSA Construction, Inc.](#)

Bid

Summary

Details	
ID:	2303
Estimate:	
Type:	WWTP Instrumentation & Controls
Owner:	City of Alvin, Texas

Location	
Brazoria County, TX	
Map Code:	

Scope	
The work in this package includes instrumentation and controls only for the City of Alvin WWTP Expansion Project. Bidders are called attention to review in detail the following documents: -Advertisement & Instruction to Bidders -Bid Form & Scope -Bid Form Signature Page Any questions regarding this bid shall be emailed to CSA Construction at the contact person lited below. Questions will be recieved until Monday, December 2, 2024 at 3:00 PM.	

Pre-Bid Details	
Date:	
Time:	
Location:	
Notes:	

Bid Details	
Date:	12/06/2024
Time:	2:00 PM CST

11/11/24, 11:21 AM

CIVCAST | Advertise, Manage, and Receive Construction Bids and RFQs

Location:	Online Submission Via Civcast
Notes:	Bid Opening Via MS Teams. All bids will remained sealed until the time of bid opening.

Contact Address

CSA Construction, Inc.
2314 McAllister Rd.
Houston, Texas 77092
www.csaconstruction.com

Contact Info

Contact:

George Craig

Phone:

713-686-8868

Fax:

Email:

gcraig@csaconstruction.com

Bid Package Notes

Additional Notes

CIVCAST PLANHOLDERS LIST

Alvin WWTP - Instrumentation & Controls Package

Company	Company Type	Contact Name	Contact Phone	Contact Fax	Email	Notes
CSA Construction, Inc.	General Contractor	Fred Dodd	7136868868	7136868889	bidmail@csaconstruction.com	Download Plans
Amtek (Houston Office)	Plan Room	Jody Lawson	281-376-4577		amtek.houston@amtekusa.com	Interested,Download Plans
AAA Treasure	Supplier	Gary Wade	7132227891		candy@aaa-pipe.com	Download Plans
Antoine Technical Consulting LLC	Supplier	Keisha Antoine	832-356-3903		keisha@antoinetech.com	Download Plans
Inframark	Other	Jonathon Stavas	7379770725		jonathon.stavas@inframark.com	Download Plans
Virtual Builders Exchange	Plan Room	Jeannette Olguin	210-564-6900	210-564-6902	addenda@virtualbx.com	Download Plans
W.W. Payton Corporation	General Contractor	Chad Payton				Download Plans, Not Bidding
Texas Industrial Control Manufacturing	SubContractor	Coy Sisson	281-296-8300	281-296-8302	CoySisson@icmtx.com	Download Plans
CC Lynch & Associates, Inc.	Supplier	Brandon Dalton	1-800-333-2252		brandon@cclynch.com	Download Plans
Control Panels USA, Inc.	SubContractor	Brandon Friemel	5128633224		bfriemel@controlpanelsusa.net	Download Plans
Crawford Electric Supply	Supplier	Nathan Ladner	2818441572		nladner@crawfordelectricsupply.com	Download Plans
ConstructConnect	Plan Room	Michael Stubbs	800-364-2059	866-570-8187	content@constructconnect.com	Download Plans
Prime Vendor Inc.	Plan Room	Bid Clerk Bid Clerk	800-746-9554	800-746-8307	govtbids@prime-vendor.com	Download Plans
Collier Construction	General Contractor	Collier Tracy	254-856-7485		colliertracy000@gmail.com	Download Plans
Adaptaspace	Manufacturer	Eugene Armbruster	403 8882855		earmbruster@adaptaspace.com	Download Plans
Sage Rental Services - Bypass Pumping - Dewatering	SubContractor	Ron Khodadad	281-740-4476		rkhodadad@sagerentalservices.com	Download Plans
Control Panels USA, Inc.	SubContractor	Jason Triggs	210-420-7732		jtriggs@controlpanelsusa.net	Download Plans
TAKNEK LLC	General Contractor	Victor Ranawat	8172310124		victor.ranawat@taknek.com	Download Plans
The Valve Agency Inc	Supplier	Brandon Wray	281-883-4331	972-200-1442	sales@thevalveagency.com	Download Plans
Inframark AI	SubContractor	Timothy Milberger	254-400-8002		Timothy.Milberger@inframark.com	Download Plans
Macaulay Controls	Supplier	Brent Morgan	817-372-9442		bmorgan@macaulaycontrols.com	Download Plans
KD Johnson	Other	Jonathan Scoggins	9035873373		jonathan_scoggins@kdjinc.com	Download Plans
Macaulay Controls	Supplier	Amy Macaulay	2812820100		amacaulay@macaulaycontrols.com	Download Plans
Five Star Electric	Manufacturer	Jack Dolman	469-563-8943		jdolman@vfd.com	Download Plans
Texan Municipal and Industrial	General Contractor	Michael Clasen	7132993241		michaelclasen@texanmuni.com	Download Plans
Process Solutions Corp.	Supplier	Kolten Burkes	2814913833		kolten.burkes@psctexas.com	Download Plans
Wingo Service Company	SubContractor	AL SHELDT	281-367-9990		asheldt@wingocompanies.com	Download Plans
Custer Fence	SubContractor	Kasey Custer	2816450932		kasey@custerfence.com	Download Plans
Advanced Process	Supplier	Brett Kolaja	2812085200	281-208-2952	brettk@wt.net	Download Plans
RAB	SubContractor	Morgan Bell	(920) 922.3592		mbell.ringabell@gmail.com	Download Plans
Victor Land	Engineer	Victor Gutierrez	8324042020		victorland404@gmail.com	Download Plans
Construction Bid Source	SubContractor	Laura Lambert	8887869450		llambert@constructionbidsource.com	Download Plans
Ferguson Waterworks	Supplier	Sheila Brasher	7136752211		Sheila.Brasher@ferguson.com	Download Plans
Houston Motor and Control	Supplier	Kyle Ervin	713-464-3910		kyle@motor-hmc.com	Download Plans
The Reynolds Company	Supplier	Neal Kucinski	2104140650		nealk@reynco.com	Download Plans
BDGpro	General Contractor	Betsan Delapaz	832-607-3195		bdelapaz@bdgpro.com	Download Plans
WellWell	Supplier	Vito Valderas	2145768264		vvalderas@wellwell.us	Download Plans
Atlas Copco	Manufacturer	Gatlin Gold	2817764900		gatlin.gold@us.atlascopco.com	Download Plans
Prime Controls	SubContractor	Jason Ford	281-253-2126		j.ford@prime-controls.com	Download Plans
Mickie Service Company Inc.	Not Specified	Jessica Anttila	2188519410		jessicamickie40@gmail.com	Download Plans
Double Oak Erosion	Other	Thomas Green	8327317603		tgreen@doubleoakinc.com	Download Plans
Taknek	General Contractor	Harry Gunjal	8172310124		harry.gunjal@taknek.com	Download Plans
Advertising4u	Other	Derrick Hall	3205690087	3205690087	advertising4u@outlook.com	Download Plans
BLTI (Inframark)	SubContractor	Joel Schuetz	678-727-2722		joel.schuetz@inframark.com	Download Plans

M.A.K. Fencing, Inc	SubContractor	Fred Keyes	8329190295	makfencing@gmail.com	Download Plans
Texas Industrial Control Manufacturing	SubContractor	Storm Ruffin	936-703-5102	stormruffin@icmtx.com	Download Plans
Schmalz & Associates Surety Bonds	Other	Eric Schmalz	5126406444	eric@schmalzsurety.com	Download Plans
Texas Fluid Power	Other	David Jett	2813540500	david@texasfluidpower.com	Download Plans
FNI	Engineer	Ryan George	832-416-1786	ryan.george@freese.com	Download Plans

Treatment Plant Construction Package

Bid Tab - Alvin WWTP - Treatment Plant Construction Package

Item	Description	Unit	Quantity	CSA Construction, Inc.	Total
Base Bid					
Base Bid					
1	Mobilization	LS	1	\$100,000.00	\$100,000.00
2	F&I Treatment Plant Construction	LS	1	\$32,541,000.00	\$32,541,000.00
3	Grit Removal from Existing Aerated Grit Basins	Wet Ton	187	\$450.00	\$84,150.00
4	Sludge Removal from Existing Aeration Basins 1-4	Wet Ton	939	\$425.00	\$399,075.00
Sub Totals					\$33,124,225.00
Additive Bid Items					
1A	Performance & Payment Bonds	LS	±	\$287,000.00	\$287,000.00
1B	Extend Bidder Warranty by One Additional Year	LS	±	\$25,000.00	\$25,000.00
Sub Totals					\$312,000.00
Grand Total As Bid					\$33,436,225.00
Total w/Selected Bid Items					\$33,124,225.00

Selected

*Reference section 3, qualifications, for dewatering and cost optimization description.

Item 1A and 1B not selected

*Dewatering Building	-\$302,000.00
*Cost Optimization	-\$237,000.00
Total Award	\$32,585,225.00

BID FORM – SIGNATURE PAGE
BID PACKAGE – TREATMENT PLANT CONSTRUCTION
CITY OF ALVIN, TEXAS WWTP EXPANSION

Owner: City of Alvin, Texas
Engineer: Freese & Nichols
Construction Manager: CSA Construction, Inc.

Bidder: CSA Construction, Inc.

Address: 2314 McAllister Road
Houston, Texas 77092

In submitting this Bid, Bidder represents that:

- 1. Bidder has examined and carefully studied the Instruction to Bidders, Bid Form, Contract Documents, reports of explorations and tests of subsurface conditions and hereby acknowledges receipt of the following Addenda.**
Addendum No.: 1 Dated: 11/19/2024
Addendum No.: 2 Dated: 12/9/2024
Addendum No.: _____ Dated: _____
- 2. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham proposal; Bidder has not solicited or induced any person, firm, or corporation to refrain from Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.**
- 3. Bidder is qualified to conduct business in the State of Texas as required by laws, regulations and rules; and it is fully qualified and has experience in performing work of the same type as the Work covered by the Contract Documents; and it will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services, and others means of construction to complete all work required by the Contract Documents and Bid Package.**
- 4. Bidder has visited the site, has conducted all testing at the Site Bidder deems necessary, has become familiar with, has taken into account consideration in formulating its Bid, and accepts the general, local and site conditions that may affect cost, progress, performance, and furnishing of the Work.**
- 5. Bidder agrees to enter into a Subcontract Agreement with the CONSTRUCTION MANAGER, CSA Construction, Inc., for the proposed Work for the amount**

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Page 1 of 3

indicated in this Bid Form and in accordance with all Terms and Conditions of these Contract Documents.

6. This Bid shall remain subject to acceptance for period of 90 calendar days after the date of the Bid opening.
7. Bidder has included all sales, consumer, use and other similar taxes as required to be paid by Bidder in accordance with laws and regulations of the State of Texas. The CONSTRUCTION MANAGER shall not be responsible for any state, consumer, use in accordance with laws and regulations. The OWNER is a tax-exempt organization as defined by the Texas Tax Code.
8. Bidder has provided CONSTRUCTION MANAGER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by CONSTRUCTION MANGER is acceptable to Bidder.

Bidder: CSA Construction, Inc. (full legal name of Bidder)

Signature: _____ (person with authority to bind the Bidder)

Name: Rick Mayfield (printed name of person signing Bid Form)

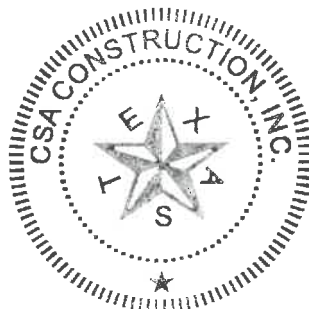
Title: President (title of person signing Bid Form)

Phone: 713-686-8868

Email: bidmail@csaconstruction.com

(SEAL)

If Bidder is Corporation



Date: December 13, 2024

TO BE UPLOADED TO CIVCAST
Page 2 of 3

**EXCEPTIONS TO SUBCONTRACT
BID PACKAGE – TREATMENT PLANT CONSTRUCTION
CITY OF ALVIN, TEXAS WWTP EXPANSION**

Bidder may list any and all clarifications, exceptions and requested revisions to the sample Subcontract provided with this Bid Package. Construction Manager may take these items into consideration but is not obligated to accept any of the requested exceptions or revisions.

☒ No Exceptions

☐ Bid is submitted with the following clarifications/exceptions:

VALUE ENGINEERING

Bidder may offer value engineering ideas. Costs are not required for VE Items at time of bid submission. Please list or describe below:

SUBCONTRACTOR QUESTIONNAIRE

Alvin WWTP Expansion

SECTION 1 - EXPERIENCE AND PERFORMANCE

ORGANIZATION GENERAL INFORMATION	
COMPANY NAME	CSA Construction, Inc.
ADDRESS	2314 McAllister Road Houston, Texas 77092
PRIMARY CONTACT	George Craig
TITLE	Vice-President
PHONE	713-686-8868
EMAIL	gcraig@csaconstruction.com

INDICATOR OF ORGANIZATION SIZE	
Average number of current full time employees	100
Average estimate of revenue for current year	\$54,000,000

CONSTRUCTION EXPERIENCE			
List 5 most recently completed water or wastewater treatment plant projects with original contract value and final contract value			
Project Name	Owner or GC	Original Contract Value	Final Contract Value
1. WWTP Expansion to 1.875 MGD	Greenwood/Parkway UD/CSA	\$ 16,425,100	\$ 16,582,758
2. Whitecap WWTP Improvements	City of Corpus Christi/CSA	\$ 12,284,000	\$ 12,861,058
3. WWTP Infrastructure Retrofit	City of Seabrook/CSA	\$ 23,060,000	\$ 23,022,720
4. Lick Creek WWTP Plant Expansion	City of College Station/CSA	\$ 34,037,500	\$ 33,671,147
5. 0.45 MGD WWTP and Onsite LS	Mud 149 / CSA	\$ 7,703,364	\$ 7,712,645

REFERENCES	
Provide 3 references and contact information from projects in the past 5 years	
1. NAME:	Allen Woelke, P.E., BCEE
COMPANY:	CDM Smith
PHONE:	512-346-1100
2. NAME:	Charles Leist II, P>E>
COMPANY:	City of Waco, Texas
PHONE:	254-750-6642
3. NAME:	Richard Garrett, P.E. GM
COMPANY:	Bell County WCID No. 1
PHONE:	254-501-9243

BIDDER agrees that they grant permission to CONSTRUCTION MANAGAER to contact these references.

PERFORMANCE	
Has your company ever been terminated from any past projects?	No
If so, please list project and explanation at the back of this section.	

PAST EXPERIENCE WITH CITY OF ALVIN, CSA, FREESE & NICHOLS			
Project Name	Owner/GC	Year	
1. WWTP Optimization Improvements	City of Alvin	2010	3,073,463
2. Lick Creek WWTP Expansion	City of College Station/ CSA	2019	34,037,500
3. Raw Water Production Facility	City of Big Spring	2012	12,205,222
4. HS Pump Station 1&2 Rehabilitation	City of San Angelo	2013	3,482,792
5. Central WWTP 1.65 MGD Expansion	City of Webster	2009	7,798,671

SUBCONTRACTOR QUESTIONNAIRE

Alvin WWTP Expansion

SECTION 2 - PROJECT INFORMATION

SELF-PERFORM CAPABILITIES	
List Subcontractor's self-perform capabilities & intent to self-perform on this project	
Description of Work	This Project (Yes/No)
Earthwork	
Concrete Formwork and Placement	
Metals Installation	
Process Equipment Installation	
Grade Piping	

SECOND TIER SUBCONTRACTORS	
List proposed trades for Second Tier Subcontractors	
Description of Work	Name of Entity*

*If name of Entity not final at bid time, Construction Manager may request this information post bid.

SUBCONTRACTOR QUESTIONNAIRE

Alvin WWTP Expansion

SECTION 3 - PROPOSED PROJECT MANAGER

PROJECT MANAGER	
NAME	Fred Dodd
YEARS OF EXPERIENCE AS PROJECT MANAGER	20 Years
NUMBER OF SIMILAR PROJECTS AS PROJECT MANAGER	12 projects

CURRENT PROJECT ASSIGNMENTS		
Project Name	Percent of time used on project	Anticipated completion date
SSLGC WTP #2 - Seguin	50%	Feb-25
ONSWTP Clearwell #3 - Corpus Christi	50%	Apr-26

Previous Employers		
Company Name	Years Worked	Contract Name and Number
Wester Summit Constructors	3	No longer in business
Liska Construction	2	Don Liska 361-362-5055
Bryan Construction Company	10	Larry Ridgway 979-268-5728

OWNER/GC REFERENCE CONTACT INFORMATION	
1. NAME: Allen Woelke	
COMPANY: CDM Smith Engineers	
PROJECT: Thompson Creek WWTP or Pecan Branch WWTP	
PHONE: 512-652-5331	
2. NAME: Gennady Booksinger	
COMPANY: Freese	
PROJECT: Lick Creek WWTP	
PHONE: 817-721-3527	

SUBCONTRACTOR QUESTIONNAIRE

Alvin WWTP Expansion

SECTION 4 - PROPOSED PROJECT SUPERINTENDENT

PROJECT MANAGER	
NAME	Terry Bundick
YEARS OF EXPERIENCE AS PROJECT SUPERINTENDENT	40 years
NUMBER OF SIMILAR PROJECTS AS PROJECT SUPERINTENDENT	

CURRENT PROJECT ASSIGNMENTS		
Project Name	Percent of time used on project	Anticipated completion date

Previous Employers		
Company Name	Years Worked	Contract Name and Number
Balfour Beatty	16 years	
Kewit	7 years	

OWNER/GC REFERENCE CONTACT INFORMATION	
1. NAME:	Don Dahl
COMPANY:	BBCI
PROJECT:	
PHONE:	707-416-7106
2. NAME:	Doug Kiles
COMPANY:	D C Construction
PROJECT:	
PHONE:	916-956-9353

From: [CivCast](#)
To: [bidmail](#)
Subject: CivCast - Bid Buddy Alert
Date: Wednesday, November 6, 2024 11:41:47 AM

CIVCAST

CivCast Bid Buddy Notification

Bid buddy has found the following new project that matches your keywords and counties:

Alvin WWTP - Treatment Plant Construction Package

[Click here](#) to view the project

[CivCast](#) · [User Agreement](#) · [Privacy Policy](#)

Alvin WWTP - Treatment Plant Construction Package

[CSA Construction, Inc.](#)

Bid

Summary

Details	
ID:	2303
Estimate:	
Type:	WWTP Construction
Owner:	City of Alvin, Texas

Location	
Brazoria County, TX	
Map Code:	

Scope	
The work in this package includes construction of the WWTP for the City of Alvin WWTP Expansion Project. Bidders are called attention to review in detail the following documents: -Advertisement & Instruction to Bidders -Bid Form & Scope -Bid Form Signature Page Any questions regarding this bid shall be emailed to CSA Construction at the contact person listed below. Questions will be recieved until Wednesday, December 4, 2024 at 3:00 PM.	

Pre-Bid Details	
Date:	11/20/2024
Time:	10:30 AM
Location:	Alvin Fire & EMS Station No. 1, 801 E. South St., Alvin, TX 77511
Notes:	Mandatory Pre-Bid Meeting

Bid Details	
Date:	12/13/2024
Time:	2:00 PM CST

11/11/24, 11:16 AM

CIVCAST | Advertise, Manage, and Receive Construction Bids and RFQs

Location:

Online Submission Via Civcast

Notes:

Bid Opening Via MS Teams. All bids will remained sealed until the time of bid opening.

Contact Address

CSA Construction, Inc.

2314 McAllister Rd.

Houston, Texas 77092

www.csaconstruction.com

Contact Info

Contact:

George Craig

Phone:

713-686-8868

Fax:

Email:

gcraig@csaconstruction.com

Bid Package Notes

Additional Notes

Alvin Wastewater Treatment Plant Expansion

DR# 202300113684 v12

Action Stage

Sub Bidding, Construction

1

2

3

4

5

Pre-Design

Design

Bidding

Construction

Operation

Bid Date

12/06/2024

02:00 PM CST

Latest Update

11/14/2024

Address

7100 County Rd 160
ALVIN, TX 77511 USA
BRAZORIA

Valuation

\$58,500,000

Sub Projects

- (A) Electrical BP - Due Oct 16
- (B) Instrumentation & Controls - Due Dec 06
- (C) Balance of Subtrades - Due Dec 13

Overview

Project Type	Sewage Treatment Plant
Report Type	Project
Publish Date	11/14/2024
Prior Publish Date	11/14/2024
First Publish Date	03/27/2023
Project Delivery System	Design-Bid-Build
Status	Sub bids on Instrumentation & Controls to CM Dec 6 at 2PM CST- Sub bids on remaining balance of trades to CM Dec 13 at 2 PM CST - Work commencing soon
Target Bid Date	
Target Start Date	11/01/2024
Target Complete Date	
Source Of Funding	
DR Break Away From	
Owner Type	Local Government
Type Of Work	AdditionsAlterations
Publisher	Dodge Data & Analytics

Sub Project Count	3
Contract Number	2303
Type of Item	NEW TRADE

Companies

CONSTRUCTION MANAGER

CSA Construction, Inc

George Craig General Contractor
2314 Mcallister Rd, HOUSTON, TX 77092
<http://www.csaconstruction.com>

Phone 713-6868868
Fax 713-6868889
Email gcraig@csaconstruction.com

OWNER (PUBLIC)

City of Alvin

Michelle Segovia
216 W Sealy St, Alvin, TX 77511
<http://www.alvin-tx.gov/>

Phone 281-3884200
Fax 281-3317516
Email msegovia@cityofalvin.com

REPROGRAPHER

Civcastusa

PO BOX 1832, HOUSTON, TX 77251
<https://www.civcastusa.com/>

Phone 281-3764577
Fax
Email support@civcast.com

Bid Documents

Submit Bids To	Construction Manager
Plans available from	Reprographer
Source Release Date	10/03/2024
Addenda film date	09/22/2024
Addenda receive date	09/22/2024
Construction Document Links	RFRNC01, RFRNC02, Bidders
Notes	BDDE10
Bid Bonds	
Performance Bonds	
Payment Bonds	

Structural Details

Structural Information	
Additional Features	Work includes, but is not limited to sitework, earthwork, demolition, concrete, metal fabrications, process mechanical equipment, process piping, painting/coating, electrical and controls, existing plant rehab; architectural buildings to include masonry and pre-engineered buildings all to expand the existing WWTP from 5 MGD to 7.5 MGD. Potential

#12065 PUBLISHED NOVEMBER 10 AND 17, 2024 REQUEST FOR BIDS

[Save](#)[Share](#)

Details for #12065 PUBLISHED NOVEMBER 10 AND 17, 2024 REQUEST FOR BIDS

Nov 10, 2024

#12065 PUBLISHED NOVEMBER 10 AND 17, 2024 REQUEST FOR BIDS City of Alvin WWTP Expansion BID PACKAGES – BALANCE OF PLANT Bids addressed to the Construction Manager at Risk, CSA Construction, Inc., will be received Online at www.civcastusa.com until to furnish all labor and materials and perform all work for construction of the following described project: City of Alvin WWTP Expansion Bid Package – Treatment Plant Construction Due Date: Friday, December 13, 2024, at 2:00 PM Bid Package – Buildings Due Date: Friday, December 13, 2024, at 2:30 PM Bids will be opened and read aloud the names of the bidders and their bids online via MS Teams. All bids will remain sealed until the time of the bid opening. A Teams invite will be provided in the bid package documents. Bids received after the time and date prescribed above or as modified by addenda, will not be considered. Contract Documents can be obtained at no cost at CivCast at <https://www.civcastusa.com>. All addenda will be issued on CivCast and all inquiries or requests regarding this bid are to be submitted to George Craig, gcraig@csaconstruction.com. Bidder is responsible for monitoring and downloading these documents from Civ Cast. Contract Documents may also be obtained by contacting George Craig at (713)-686-8868 or gcraig@csaconstruction.com. Documents can be viewed at the Construction Manager's office at 2314 McAllister Road, Houston, Texas 77092. A mandatory pre-bid meeting for both bid packages will be held on Wednesday, November 20, at 10:30 AM at the Alvin Fire & EMS Station No. 1, 801 E. South St., Alvin, Texas 77511, followed immediately by site walkthrough, weather permitting, at the WWTP, 7100 County Rd. 160, Alvin, Texas 77511. All bidders are highly encouraged to attend this meeting. A proposal guaranty is not required for this bid. The successful bidder may be required to furnish performance and payment bonds in the full amount of this subcontract agreement. This subcontract is contingent on City Council award of the Construction Manager's GMP.

[illegible]

CIVCAST PLANHOLDERS LIST

Alvin WWTP - Treatment Plant Construction Package

Company	Company Type	Contact Name	Contact Phone	Contact Fax	Email	Notes
Adaptaspace	Manufacturer	Eugene Armbruster	403 8882855		earmbruster@adaptaspace.com	Download Plans
Brookstone Construction	General Contractor	Ben Weibel				Download Plans, Not Bidding
Quartet Engineers - Accredited Materials Testing Laboratory & Geotechnical Services	Other	Samuel Smith	8322079309		sam@quartet-eng.com	Download Plans
Data Flow Systems, Inc	Manufacturer	Robert Durham	903-330-1548	903-630-8544	rdurham@dataflowsys.com	Download Plans
Wharton-Smith	General Contractor	Kenneth Marcell	225-754-0550		kmarcell@whartonsmith.com	Download Plans
Boyer, Inc.	General Contractor	Blake Wehmeyer	7134665395	7134668198	bwehmeyer@boyerinc.com	Download Plans
Garland Heating and Air Conditioning	SubContractor	David Echols	9722783500	9722783500	dechols@garlandheatingandair.com	Download Plans,Interested
ZeusCon	General Contractor	Ryan LeMoine				Download Plans, Not Bidding
American Structures, Inc.	Manufacturer	Jeanne Lehmann	715-235-4225		jlehmann@ameristruc.com	Download Plans
E.P. Brady Ltd	General Contractor	Daniel Brady	713-691-0923	713-691-5423	dan@epbradyltd.com	Download Plans
Amtek (Houston Office)	Plan Room	Jody Lawson	281-376-4577		amtek.houston@amtekusa.com	Interested,Download Plans
CSA Construction, Inc.	General Contractor	Fred Dodd	7136868868	7136868889	bidmail@csaconstruction.com	Download Plans
Hahn Equipment Co., Inc.	Supplier	Aren Warthen	713-868-3255		awarthen@hahnequipment.com	Download Plans
Lone Star Blower	Manufacturer	James Cook	832-532-3112		jcook@lonestarturbo.com	Download Plans
Advanced Construction & Development	General Contractor	Estimator AdvancedConstruction				Download Plans, Not Bidding
Electrical Automation Controls	SubContractor	Isaiah Acosta	281-362-9600		isaiahacosta@eactx.com	Download Plans
Tuttle Railings	Supplier	Kelly Jo McAbee	3178351374		kmcabee@tuttlerailings.com	Download Plans
AAA Treasure	Supplier	Gary Wade	7132227891		candy@aaa-pipe.com	Download Plans
Vaughn Construction	General Contractor	Nelson Blackwell	713-589-7400	713-589-7449	nblackwell@vaughnconstruction.com	Download Plans
Noble Building & Development	General Contractor	Ethan Cooper	(979) 549-0716		ecooper@noblebdllc.com	Download Plans
WWaterTech, Inc.	Supplier	Cathy Aldrich	9363725272		caldrich@wwatertechinc.com	Download Plans
Kirbie Enterprises	Supplier	Morgan Kirbie	2819043826		mkirbie1@gmail.com	Download Plans
Kimley-Horn	Engineer	Kevin Burleson	2106222369		Kevin.Burleson@kimley-horn.com	Download Plans
ConstructConnect	Plan Room	Michael Stubbs	800-364-2059	866-570-8187	content@constructconnect.com	Download Plans
TSI Laboratories, Inc.	SubContractor	Michael Tater	361-578-6933		tsilabvictoria@gmail.com	Download Plans
Freese and Nichols, Inc.	Engineer	Rachel Adkisson	8324564759		rachel.adkisson@freese.com	Download Plans
WWatertech, Inc.	Supplier	Wes Holt	936-372-5272	936-372-9224	wholt@wwatertechinc.com	Download Plans
Cohen Industrial Supply CO.	Supplier	Suami Torres	713-467-3300		Storres@cohenpipe.com	Download Plans
Ferguson WW Plant Div	Supplier	Fred Appleton	936-215-3283		frederick.appleton@ferguson.com	Download Plans
Mersino Dewatering	Supplier	Amanda Johnson	346-522-9516		amanda.johnson@mersino.com	Download Plans
Control Panels USA, Inc.	SubContractor	Brandon Friemel	5128633224		bfriemel@controlpanelsusa.net	Download Plans
Seguin Fabricators, Misc Metals Fabricator	Supplier	Jennifer Warren	830-549-5890	830-379-0685	jennifer@seguinfab.com	Download Plans
Crawford Electric Supply	Supplier	Nathan Ladner	2818441572		nladner@crawfordelectricsupply.com	Download Plans
DN Tanks	Manufacturer	Ryan Wessels	361-799-9566		ryan.wessels@dntanks.com	Download Plans
AUC Group	SubContractor	Tyler Marks	7139833255		tmarks@aucgroup.net	Download Plans
Core & Main	Supplier	CJ Weller	210-657-1632	210-657-2321	cj.weller@coreandmain.com	Download Plans
Tejas underground	General Contractor	Charlie Bell	9366976360		Charlie.bell@b-5construction.com	Download Plans
Lonestar Electric Supply	Supplier	Marshall Newman	7135165057		mnewman@lonestarelectricsupply.com	Download Plans
Integrated Demolition and Remediation, Inc.	SubContractor	Kevin J Delahunty	8328231997		kevind@idrdemo.com	Download Plans
Ferguson Plant Division	Supplier	Cindy Honeycutt	704-554-0383	(704) 554-0874	cynthia.honeycutt@ferguson.com	Download Plans
Schroder Material Handling	Other	Leslie Cox	8642779933		schroderap@gmail.com	Download Plans
All Points Inspection Services, Inc.	SubContractor	Alayne Johnson	512-272-5056	512-272-8278	austin@apisgroup2.com	Download Plans
Lakey Inc Construction Services	General Contractor	Jeremy Dickerson	936-465-0577		jeremy.dickerson@lakeyinc.com	Download Plans
CSA Construction, Inc.	General Contractor	Tim Hitchcock	713-686-8868	713-686-8889	bidmail@csaconstruction.com	Download Plans
Big River Trenchless	General Contractor	Jim Lamb	3038471664		jlamb@posillicoinc.com	Download Plans
RG Miller Engineers	Engineer	Bhavika Balani	7134619600		bbalani@dccm.com	Download Plans
Prime Controls	SubContractor	Jason Ford	281-253-2126		j.ford@prime-controls.com	Download Plans
RAB	SubContractor	Morgan Bell	(920) 922.3592		mbell.ringabell@gmail.com	Download Plans
Prime Controls	SubContractor	Carson Cobb	4697441181		ca.cobb@prime-controls.com	Download Plans
Integrated Water Services	General Contractor	Michael Gay	7135827477		mgay@integratedwaterservices.com	Download Plans
Posillico, Inc.	General Contractor	John Trotta	5165233941		jtrotta@posillicoinc.com	Download Plans
Victor Land	Engineer	Victor Gutierrez	8324042020		victorland404@gmail.com	Download Plans
Liberty Fence & Supply	SubContractor	Bob Tiffany	737-587-2035		btiffany@libertyfencetx.com	Download Plans

EnviroCon Systems Inc.	SubContractor	Chris Swires	281-443-2592		chris@enviroconsystems.com	Download Plans
Prime Vendor Inc.	Plan Room	Bid Clerk Bid Clerk	800-746-9554	800-746-8307	govtbids@prime-vendor.com	Download Plans
Zone Industries	Supplier	Mike Brandt	3615639393		mbrandt@zoneindustries.com	Download Plans
IECONI	General Contractor	Stephen Christian	713-885-1622	832-584-1762	scottchristian@sbcglobal.net	Download Plans
Pump Solutions, Inc.	Supplier	Chris Bradberry	7133762758		chris@pumpsolutions.net	Download Plans
CC Lynch & Associates, Inc.	Supplier	Brandon Dalton	1-800-333-2252		brandon@cclynch.com	Download Plans
Medcalf Fabrication	Manufacturer	Francisco Rodriguez	2818930775		FRodriguez@medcalf-fab.com	Download Plans
Posillico Civil, Inc.	General Contractor	Eric Karr	4408229050		ekarr@posillicoinc.com	Download Plans
Antoine Technical Consulting LLC	Supplier	Keisha Antoine	832-356-3903		keisha@antoinetech.com	Download Plans
Municipal Valve & Equipment	Supplier	Mike Watson	512-213-8737		mwatson@municipalvalve.com	Download Plans
Partners Specialties, Inc. (PSI)	General Contractor	Jabe Otwell	3466711071		Jabe.Otwell@psi-psi.com	Download Plans
CSA Construction, Inc.	General Contractor	Cliff Craig	7136868868		bidmail@csaconstruction.com	Download Plans
Positive Impact Construction, LLC	General Contractor	Joseph Schilling	8174227373		jschilling@positiveimpactco.com	Download Plans
WaterFleet	Supplier	Neha Kumari	8063928298		neha.kumari@waterfleet.com	Download Plans
Macaulay Controls Company	Supplier	Phillip Kim	2816848514	2812820077	pkim@macaulaycontrols.com	Download Plans
R & B Group, Inc.	General Contractor	Elizabeth Morse	713-862-5800		emorse@randbgroup.com	Download Plans
Houston Coatings of Texas LLC	SubContractor	Jorge Bastard	7135450732		jorge@hco-tx.com	Download Plans
Expanse Electrical Co	Other	Jeremy Durham	701-774-1094		jeremy.durham@expanseelectrical.com	Download Plans
Virtual Builders Exchange	Plan Room	Jeannette Olguin	210-564-6900	210-564-6902	addenda@virtualbx.com	Download Plans
Cohen Industrial Supply	Supplier	Randy Stevenson	3183822089		rstevenson@cohenpipe.com	Download Plans
CCC Group	General Contractor	Wade Fielding	7262254469		wadef@cccgroupinc.com	Download Plans
Harris Rebar	Supplier	Clint Cogburn	12816594156		clint.cogburn@harrisrebar.com	Download Plans
Industrial TX Corporation	General Contractor	Jared Haynes	7138708877		jhaynes@industrialtx.com	Download Plans
Freese and Nichols	Engineer	Eric Kong	2102983899		erickong274@gmail.com	Download Plans
Waukesha-Pearce Industries	Supplier	Sheila Adams	713-551-0434	713-551-0799	Sheila.adams@wpi.com	Download Plans
HRM Environmental	Supplier	Brendan Kelly	512-903-5444		bkelly@hrmenv.com	Download Plans
Custer Fence	SubContractor	Kasey Custer	2816450932		kasey@custerfence.com	Download Plans
Ovivo USA, LLC	Supplier	Carla Wirth	801-931-3000		carla.wirth@ovivowater.com	Download Plans
Inframark AI	SubContractor	Timothy Milberger	254-400-8002		Timothy.Milberger@inframark.com	Download Plans
City of Andrews	Gov Agency	Randal Shaffer	5059751245		soonersquid@gmail.com	Download Plans
CSA Construction, Inc.	General Contractor	Quico Falcon	713-686-8868		bidmail@csaconstruction.com	Download Plans
HME, Inc.	Supplier	drew switzky	7852351524		estimating@hmeinc.net	Download Plans
Muni-Tec	Supplier	Kenneth Sessum Jr	(832) 451-8911		kenneth@muni-tec.com	Download Plans
Ohio Gratings Inc	Manufacturer	Kristen Osborne	330.477.6707		kosborne@ohiogratings.com	Download Plans
De Nora Water Technologies	Supplier	Maddie Zimmerman	2818961925		maddie.zimmerman@denora.com	Download Plans
AUC Group	Not Specified	Alok Shah	229-444-5200		ashah@aucgroup.net	Download Plans
Jerdon Lp	General Contractor	Enrique Chavez	8329169757		enrique@jerdonlp.com	Download Plans
Vaughn Construction	General Contractor	Jonathan Schnacke	713-984-4433		jschnacke@vaughnconstruction.com	Download Plans
731500234	Manufacturer	Bob Hook	19185572042		bobhook79@gmail.com	Download Plans
J.T. Vaughn Construction	General Contractor	Spencer Modawell	8324924183		smodawell@vaughnconstruction.com	Download Plans
Sorrell Construction	General Contractor	Sorrell Construction	9792336655		matt@sorrelltx.com	Download Plans
Grating Systems	Supplier	Garett Gibson	8016214243		garett@gratingsystems.com	Download Plans
Macaulay Controls	Supplier	Amy Macaulay	2812820100		amacaulay@macaulaycontrols.com	Download Plans
Dodge Data & Analytics	Plan Room	Dodge Bidding	817-375-2953	800-768-5594	dodge.bidding@construction.com	Download Plans
CSA Construction, Inc.	General Contractor	Rick Mayfield	713-686-8868	713-6868-8889	bidmail@csaconstruction.com	Download Plans
C&B Rebar Construction, Inc	SubContractor	Carlos Barrera	832-978-9058	713-676-1020	cbrebar@yahoo.com	Download Plans
JDC Fluid Equipment, LLC	Supplier	Tommy Truitt	281-586-7087	281-586-7088	tommy@jdcfluid.com	Download Plans
Filtco Filter Media, LLC	Supplier	Michael Lavelle	888-275-9794		filtco@aol.com	Download Plans
Russo Corp	SubContractor	Gary Pearson	708-373-3307		gpearson@russocorp.com	Download Plans
Contech Engineered Solutions	Manufacturer	David Knight	972-590-2017		dknight@conteches.com	Download Plans
Texan Municipal and Industrial	General Contractor	Michael Clasen	7132993241		michaelclasen@texanmuni.com	Download Plans
Pumps of Houston	Supplier	Nic Piano	8327270903		npiano@pumpsofhouston.com	Download Plans
Cody Builders Supply	Supplier	Imre Szombathy	5123399834		estimating@codybuilderssupply.com	Download Plans
Red Dot Buildings	Manufacturer	Justin Flatt	9036759181	9036759181	justin.flatt@reddotbuildings.com	Download Plans
Purcell Contracting, LLC	General Contractor	Chad Purcell	254 435 2387	254 435 6119	chad.purcell@purcellcontracting.com	Download Plans

Nucor Rebar Fabrication	Supplier	Allison Hanna	2812230435		allison.hanna@nucor.com	Download Plans
Avila Construction Group, LLC	General Contractor	Joe Paulo	210-906-9313		jpaulo@avilacon.net	Download Plans
MAF Enterprises, Inc.	SubContractor	Marco Rivera	7139910154	7139913858	marco@maf1998.com	Download Plans
Lonestar Prestress Mfg., Inc.	Manufacturer	Leo Rowe	281-598-0286	713-896-0762	lrowe@lonestarprestress.com	Download Plans
Lewis Industrial Sales LLC	Supplier	Risher Lewis	281-300-4039		risher@lewisindustrialsales.com	Download Plans
Keller North America, Inc.	SubContractor	Edwin Ayala	7137489603		eaayala@keller-na.com	Download Plans
Persons Services Corp	General Contractor	Jacob Hagman	6266278283		jhagman@personsservices.com	Download Plans
Persons Services	General Contractor	Estimating Department	(832) 777-0745		void@personsservices.com	Download Plans
Barnett Bates	Manufacturer	Andy Baker	5135816948		andy@barnettbates.com	Download Plans
Pinnacle Industries	Supplier	James Zientek	713-740-4300	713-472-1359	jamesz@pinnind.com	Download Plans
ABB Inc.	Manufacturer	Carrolyne Robichaux	3464249787		carrolyne.robichaux@us.abb.com	Download Plans
Clear Coatings, LLC	SubContractor	Eric Cortez	281-373-0367		ecortez@clr-coatings.com	Download Plans
Core and Main	Supplier	Greg Arentz	2106571632		greg.arentz@coreandmain.com	Download Plans
ALLCO, LLC	General Contractor	Brandon Harrison	409-860-4459	409-860-3857	bharrison@allco.com	Download Plans
Dunn Fence	SubContractor	Tom Malambri	7139993866		tom@dunnfence.com	Download Plans
Dodge Data & Analytics	Other	Jayalakshmi L	1-877-903-1909	877-847-3512	jayalakshmi@construction.com	Download Plans
Aerzen USA	Manufacturer	Garrett Braun	281-702-3726		garrett.braun@aerzen.com	Download Plans
R & B Group, Inc.	General Contractor	Brian Morrison	713-862-5800	713-862-5807	bmorrison@randbgroup.com	Download Plans
S&S Bolted Tank LLC	SubContractor	Taylor Schoenig	9499032493		taylor@ssboltedtank.com	Download Plans
C&B Waterworks, Inc.	SubContractor	Carlos Barrera	832-978-9058		cbwaterworks@yahoo.com	Download Plans
Diamond Polish & Coatings	SubContractor	Jay Williams	9364446415		Jay@diamondpolished.com	Download Plans
NATIONAL FENCE COMPANY	SubContractor	DON YOUNG	281-590-5000	281-590-5088	bids@nationalfencetx.com	Download Plans
Arctic Fence Company	SubContractor	Keith Ingalls	512-668-4443		arcticfence@hotmail.com	Download Plans
Construction Bid Source	SubContractor	Laura Lambert	8887869450		llambert@constructionbidsource.com	Download Plans
Peak to Peak Engineered Railings	Manufacturer	Terry Smith	7206775794		tsmith@peaktopeakrailings.com	Download Plans
Tank and Vessel Builders, LP	SubContractor	Darryl Harris	325-854-8450 Ext. 101	325-854-8451	dharris@tankandvesselbuilders.com	Download Plans
Warminster Fiberglass	Manufacturer	Chase Dacus	9032845105		cdacus@wfgco.com	Download Plans
Whipps Inc	Supplier	Alison Tracy	9782497924	9782493072	alisont@whipps.com	Download Plans
The Reynolds Company	Supplier	Neal Kucinski	2104140650		nealk@reynco.com	Download Plans
Global WET	Supplier	Eric Ralston	9034876603		eralston@globalwet.com	Download Plans
Advanced Geosolutions, Inc. (AGI)	SubContractor	Riaz Jiواني	510-410-0723		rjiwani@advgeosolutions.com	Download Plans
Smith Pump Company	Supplier	Matt Ramburger	1-254-776-0377	1-254-399-8274	mattr@smithpump.com	Download Plans
Amtekusa	Other	Jimmy Daugherty	281-376-4577		jimmy@amtekusa.com	Download Plans
Macaulay Controls	Supplier	Brent Morgan	817-372-9442		bmorgan@macaulaycontrols.com	Download Plans
JTB Services Inc	SubContractor	Brian Bulgier	713-941-4141	713-941-3405	bnbulgier@jtbsservices.com	Download Plans
Southland Water Technologies	Supplier	Kent Bricker	800-795-5231	760-431-7397	judy@southlandwater.com	Download Plans
F & L Coatings and Concrete, LLC	General Contractor	Christel Ferrie	281-316-2203	281-316-1991	christel@flcoatings.com	Download Plans
Golden Harvest Inc.	Manufacturer	Tashia Hart	360-757-4334	360-757-1135	tashiah@goldenharvestinc.com	Download Plans
M.A.K. Fencing Inc.	SubContractor	Tyler Partin	832-919-0295		Tyler.makfencing@gmail.com	Download Plans
Sage Rental Services - Bypass Pumping - Dewatering	SubContractor	Ron Khodadad	281-740-4476		rkhodadad@sagerentalservices.com	Download Plans
Bclear	Engineer	Pablo Briebesca	8323145880		pbr@bclear-water.com	Download Plans
Freedom Waterworks	Supplier	Zak Hudnall	9369003465		zhudnall@freedomwaterworks.com	Download Plans
Hydro-Air Systems, Inc	Supplier	Bart Knies	407-905-8850		bart@hydroairsys.com	Download Plans
R & C Landscape	SubContractor	Rudy Flores	2108338257		jrfflores@randclandscape.com	Download Plans
Atlas Copco	Manufacturer	Gatlin Gold	2817764900		gatlin.gold@us.atlascopco.com	Download Plans
4-Horn Trench & Shoring	Supplier	Quinn Bowen	713-205-7904		qbowen@4horntrench.com	Download Plans
Backwater Fence	SubContractor	Brandt Holder	8329203560		bholder@backwaterfence.com	Download Plans
Con-Fab Engineering & Welding	Supplier	Von Klotzbach	3188611282	318861182	v.klotzbach@con-fab.net	Download Plans
Zone Industries	Supplier	Troy Gillar	346-293-1596		tgillar@zoneindustries.com	Download Plans
Champion Fuel Solutions	Supplier	Mitch Damek	9728162596		mdamek@championfs.com	Interested
Dynamic	Supplier	Chris Quinn	514-685-1580		cquinn@dynamicslidegates.com	Download Plans
Locke Solutions-Precast Div.	Supplier	Michael Luck	281-900-3607		michael.luck@lockesolutions.com	Download Plans
RINKER MATERIALS	Supplier	Juan F Torres	7134666306		juan.torres@rinkerpipe.com	Download Plans
Process Solutions Corp.	Supplier	Kolten Burkes	2814913833		kolten.burkes@psctexas.com	Download Plans
Oldcastle	Supplier	Amy Jurasek	346-573-1266		amy.jurasek@oldcastle.com	Download Plans

Fastco Sandblasting and Painting LLC	SubContractor	Annali Juarez	9567227165	9567227021	fastcosbp@gmail.com	Download Plans
Texas Fluid Power	Supplier	Derek Bennett	2547024499		derek@texasfluidpower.com	Download Plans
Mersino Pump	SubContractor	Jay Thompson/ Bypass Division Leader	346-578-2179		jay.thompson@mersino.com	Download Plans
Sage Rental Services - Bypass Pumping and Dewatering	SubContractor	Beckett Cantwell	8327999435		bcantwell@sagerentalservices.com	Download Plans
Texas Fluid Power	Other	David Jett	2813540500		david@texasfluidpower.com	Download Plans
CMC Construction Services	Supplier	Todd Hamilton	713-409-0190		todd.hamilton@cmc.com	Download Plans
Nucor Harris Rebar South, LLC	Supplier	Shannon Cronin	936-258-8221		shannon.cronin@harrisrebar.com	Download Plans
Concrete Conservation LLC	SubContractor	Micah Reeves	2543154473		mreeves@spectrashield.com	Download Plans
Texas Airsystems	Supplier	Olivia Williamson	4693806860		Olivia.Williamson@texasairsystems.com	Download Plans
Phillips & Son	Owner	Lou Phillips	713.818.1350		Louphillipstx@gmail.com	Download Plans
CMC Commercial Metals	Other	Maria Ramos	8327082099		maria.ramos2@cmc.com	Download Plans
Allied Concrete	Supplier	Brad Batsell	3169456293		bradley.batsell@alleytonresource.com	Download Plans
CITI FENCE & CONCRETE	SubContractor	Jay Morales	832-203-9410	832-834-6153	estimating@citifence.net	Download Plans
Rustbusters Industrial Coatings	SubContractor	Michael Camacho	2814414989		estimate@rustbustersinc.com	Download Plans
FNI	Engineer	Ryan George	832-416-1786		ryan.george@freese.com	Download Plans
Gutier	General Contractor	Michael Gutierrez	8327687792		michael.gutierrez@gutier.com	Download Plans
Black & Veatch	Engineer	James Nash	7134006587		NashJE@bv.com	Download Plans
Precise Technical Services	Other	Amir Hemmat	2814406666		amirahemmat@yahoo.com	Download Plans
The Scruggs Company	Manufacturer	Susan Schepps	7136492776		sschepps@scruggsco.com	Download Plans
Atlas Universal	SubContractor	Diego Malpica	7135628704		diego@atlasuniversal.com	Download Plans
Precision Demolition	SubContractor	Mason Toliver	9402790992		mason.toliver@precisiondemolition.com	Download Plans
CSA Construction, Inc.	General Contractor	George Craig	713-686-8868		bidmail@csaconstruction.com	Download Plans
Building Specialties Inc.	SubContractor	Brett Hollier	7139391115		brett@buildingspecialties.com	Download Plans
Alsina Formwork	Supplier	samuel ibarra	346.716.0593		samuel.ibarra@alsina.com	Download Plans
CSA Construction, Inc.	General Contractor	Kier Fitzgerald	713-686-8868		bidmail@csaconstruction.com	Download Plans
Medcalf Fabrication	Supplier	Gregg Vernon	281-893-0775	281-444-0732	gvernon@medcalffabricationinc.com	Download Plans
Monarch Fence Co.	SubContractor	Stan Moore	2104280912		stanrmooore@yahoo.com	Download Plans
5 J Services, LLC.	General Contractor	Everett Johnson	936-372-5640		everett@5jservices.com	Download Plans
MGC Contractors	General Contractor	Eric Leeson	3615222603		leeson.eric90@gmail.com	Download Plans
HD Grant Co., Inc.	Supplier	Jennifer Salazar	7136688880		jennifer@hdgrant.com	Download Plans
Integrated Water Services	General Contractor	Troy Hotchkiss	2149571357		thotchkiss@integratedwaterservices.com	Download Plans

Building Construction Package

Bid Tab - Alvin WWTP - Building Construction Package

Item	Description	Unit	Quantity	CSA Construction, Inc.	Total	RMA Commercial	Total
Base Bid							
Base Bid							
1	Mobilization	LS	1	\$25,000.00	\$25,000.00	\$ 20,000.00	\$ 20,000.00
2	F&I Building Construction	LS	1	\$2,911,000.00	\$2,911,000.00	\$ 2,287,175.00	\$ 2,287,175.00
Sub Totals					\$2,936,000.00		\$ 2,307,175.00
Additive Bid Items							
1A	Performance & Payment Bonds	LS	1	\$40,000.00	\$40,000.00	\$140,000.00	\$140,000.00
1B	Extend Bidder Warranty by One Additional Year	LS	1	\$10,000.00	\$10,000.00	\$50,000.00	\$50,000.00
Sub Totals					\$50,000.00		\$190,000.00
Grand Total As Bid					\$2,986,000.00		\$2,497,175.00
Total w/Selected Bid Items							\$2,447,175.00

Selected

*Reference section 3, qualifications, for dewatering and cost optimization description.

Item 1B not selected

*Dewatering Building	-\$404,017.00
*Cost Optimization	-\$19,803.00
Total Award	\$2,023,355.00

BID FORM – SIGNATURE PAGE
BID PACKAGE – BUILDINGS
CITY OF ALVIN, TEXAS WWTP EXPANSION

Owner: City of Alvin, Texas
Engineer: Freese & Nichols
Construction Manager: CSA Construction, Inc.

Bidder: RMA Commercial General Contractors

Address: 220 Amber Ln.

League City, TX 77573

In submitting this Bid, Bidder represents that:

- 1. Bidder has examined and carefully studied the Instruction to Bidders, Bid Form, Contract Documents, reports of explorations and tests of subsurface conditions and hereby acknowledges receipt of the following Addenda.**
Addendum No.: _____ Dated: _____
Addendum No.: _____ Dated: _____
Addendum No.: _____ Dated: _____
- 2. This bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other bidder to submit a false or sham proposal; Bidder has not solicited or induced any person, firm, or corporation to refrain from Bid; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.**
- 3. Bidder is qualified to conduct business in the State of Texas as required by laws, regulations and rules; and it is fully qualified and has experience in performing work of the same type as the Work covered by the Contract Documents; and it will provide all necessary labor, superintendence, machinery, equipment, tools, materials, services, and others means of construction to complete all work required by the Contract Documents and Bid Package.**
- 4. Bidder has visited the site, has conducted all testing at the Site Bidder deems necessary, has become familiar with, has taken into account consideration in formulating its Bid, and accepts the general, local and site conditions that may affect cost, progress, performance, and furnishing of the Work.**
- 5. Bidder agrees to enter into a Subcontract Agreement with the CONSTRUCTION MANAGER, CSA Construction, Inc., for the proposed Work for the amount**

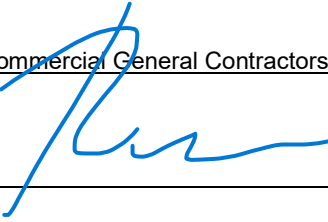
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Page 1 of 3

indicated in this Bid Form and in accordance with all Terms and Conditions of these Contract Documents.

6. This Bid shall remain subject to acceptance for period of 90 calendar days after the date of the Bid opening.
7. Bidder has included all sales, consumer, use and other similar taxes as required to be paid by Bidder in accordance with laws and regulations of the State of Texas. The CONSTRUCTION MANAGER shall not be responsible for any state, consumer, use in accordance with laws and regulations. The OWNER is a tax-exempt organization as defined by the Texas Tax Code.
8. Bidder has provided CONSTRUCTION MANAGER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by CONSTRUCTION MANGER is acceptable to Bidder.

Bidder: RMA Commercial General Contractors (full legal name of Bidder)

Signature:  (person with authority to bind the Bidder)

Name: Ricardo Merino (printed name of person signing Bid Form)

Title: President (title of person signing Bid Form)

Phone: 713-826-0531

Email: rmerino@rmacgc.com

(SEAL)

If Bidder is Corporation

Date: December 13, 2024

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Page 2 of 3

**EXCEPTIONS TO SUBCONTRACT
BID PACKAGE – BUILDINGS
CITY OF ALVIN, TEXAS WWTP EXPANSION**

Bidder may list any and all clarifications, exceptions and requested revisions to the sample Subcontract provided with this Bid Package. Construction Manager may take these items into consideration but is not obligated to accept any of the requested exceptions or revisions.

☒ No Exceptions

☐ Bid is submitted with the following clarifications/exceptions:

VALUE ENGINEERING

Bidder may offer value engineering ideas. Costs are not required for VE Items at time of bid submission. Please list or describe below:

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Page 3 of 3

SUBCONTRACTOR QUESTIONNAIRE

Alvin WWTP Expansion

SECTION 1 - EXPERIENCE AND PERFORMANCE

ORGANIZATION GENERAL INFORMATION	
COMPANY NAME	RMA Commercial General Contractors LLC
ADDRESS	220 Amber Ln, League City, TX 77573
PRIMARY CONTACT	Ricardo Merino
TITLE	President
PHONE	(713) 826-0531
EMAIL	rmerino@rmacgc.com

INDICATOR OF ORGANIZATION SIZE	
Average number of current full time employees	7
Average estimate of revenue for current year	\$8,000,000.00

CONSTRUCTION EXPERIENCE			
List 5 most recently completed projects with original contract value and final contract value			
Project Name	Owner or GC	Original Contract Value	Final Contract Value
1. Suvida Pine Forest	Suvida Healthcare	\$2,330,696.46	\$2,497,690.35
2. Suvida Mason Road	Suvida Healthcare	\$2,161,413.29	\$2,225,543.43
3. Suvida Long Point	Suvida Healthcare	\$2,138,712.66	\$2,390,459.51
4. Cosmic CrossFit Pearland	Cosmic Holdings, Inc.	\$74,387.00 - Design \$770,075.00 - Construction	\$74,387.00 - Design \$802,075.00 - Construction
5. Stella Link Retail	Yellowstone Braeswood, LTD	\$1,542,394.00	\$1,588,565.14

REFERENCES	
Provide 3 references and contact information from projects in the past 5 years	
1. NAME: Alex Kelley	
COMPANY: Suvida Healthcare	
PHONE: 970-261-8795	
2. NAME: Oscar Diaz	
COMPANY: Cosmic Crossfit	
PHONE: 713-545-6606	
3. NAME: Fernando Solis	
COMPANY: Titan Solar Power	
PHONE: 602-909-5299	

BIDDER agrees that they grant permission to CONSTRUCTION MANAGAER to contact these references.

PERFORMANCE	
Has your company ever been terminated from any past projects?	No
If so, please list project and explanation at the back of this section.	

PAST EXPERIENCE WITH CITY OF ALVIN, CSA, FREESE & NICHOLS			
Project Name	Owner/GC	Year	
1. None			
2.			
3.			
4.			
5.			

SUBCONTRACTOR QUESTIONNAIRE

Alvin WWTP Expansion

SECTION 2 - PROJECT INFORMATION

SELF-PERFORM CAPABILITIES	
List Subcontractor's self-perform capabilities & intent to self-perform on this project	
Description of Work	This Project (Yes/No)
None	

SECOND TIER SUBCONTRACTORS	
List proposed trades for Second Tier Subcontractors	
Description of Work	Name of Entity*
HVAC	FM Mechanical
Steel and Metal Buildings	Jedco
CMU and Masonry	Masonry Contractors
Doors	Door Pro
Paint	LMI
Roofing	Atlas Universal
Overhead Doors	Overhead Doors

*If name of Entity not final at bid time, Construction Manager may request this information post bid.

SUBCONTRACTOR QUESTIONNAIRE

Alvin WWTP Expansion

SECTION 3 - PROPOSED PROJECT MANAGER

PROJECT MANAGER	
NAME <u>Ricardo Merino / Justin Diehl</u>	
YEARS OF EXPERIENCE AS PROJECT MANAGER <u>25 / 3</u>	
NUMBER OF SIMILAR PROJECTS AS PROJECT MANAGER <u>1 / 0</u>	

CURRENT PROJECT ASSIGNMENTS		
Project Name	Percent of time used on project	Anticipated completion date

Previous Employers		
Company Name	Years Worked	Contract Name and Number

OWNER/GC REFERENCE CONTACT INFORMATION	
1. NAME: <u>See above</u>	
COMPANY:	
PROJECT:	
PHONE:	
2. NAME:	
COMPANY:	
PROJECT:	
PHONE:	

SUBCONTRACTOR QUESTIONNAIRE

Alvin WWTP Expansion

SECTION 4 - PROPOSED PROJECT SUPERINTENDENT

PROJECT MANAGER	
NAME Kevin Escalante	
YEARS OF EXPERIENCE AS PROJECT SUPERINTENDENT 6	
NUMBER OF SIMILAR PROJECTS AS PROJECT SUPERINTENDENT 0	

CURRENT PROJECT ASSIGNMENTS		
Project Name	Percent of time used on project	Anticipated completion date

Previous Employers		
Company Name	Years Worked	Contract Name and Number

OWNER/GC REFERENCE CONTACT INFORMATION	
1. NAME:	
COMPANY:	
PROJECT:	
PHONE:	
2. NAME:	
COMPANY:	
PROJECT:	
PHONE:	

From: [CivCast](#)
To: [bidmail](#)
Subject: CivCast - Bid Buddy Alert
Date: Thursday, November 7, 2024 3:41:27 PM

CIVCAST

CivCast Bid Buddy Notification

Bid buddy has found the following new project that matches your keywords and counties:

Alvin WWTP - Building Construction Package

[Click here](#) to view the project

[CivCast](#) · [User Agreement](#) · [Privacy Policy](#)

Alvin WWTP - Building Construction Package

[CSA Construction, Inc.](#)

Bid

Summary

Details	
ID:	2303
Estimate:	
Type:	Building Construction
Owner:	City of Alvin, Texas

Location	
Brazoria County, TX	
Map Code:	

Scope	
The work in this package includes construction of buildings within the WWTP for the City of Alvin WWTP Expansion Project. Bidders are called attention to review in detail the following documents: -Advertisement & Instruction to Bidders -Bid Form & Scope -Bid Form Signature Page Any questions regarding this bid shall be emailed to CSA Construction at the contract person listed below. Questions will be recieved until Wednesday, December 4, 2024 at 3:00 PM.	

Pre-Bid Details	
Date:	11/20/2024
Time:	10:30 AM
Location:	Alvin Fire & EMS Station No. 1, 801 E. South St., Alvin, TX 77511
Notes:	Mandatory Pre-Bid Meeting

Bid Details	
Date:	12/13/2024
Time:	2:30 PM CST

11/11/24, 11:22 AM

CIVCAST | Advertise, Manage, and Receive Construction Bids and RFQs

Location:	Bid Opening Via MS Teams. All bids will remained sealed until the time of bid opening.
Notes:	

Contact Address

CSA Construction, Inc.
2314 McAllister Rd.
Houston, Texas 77092
www.csaconstruction.com

Contact Info

Contact:

George Craig

Phone:

713-686-8868

Fax:

Email:

gcraig@csaconstruction.com

Bid Package Notes

Additional Notes

CIVCAST PLANHOLDERS LIST

Alvin WWTP - Building Construction Package

Company	Company Type	Contact Name	Contact Phone	Contact Fax	Email	Notes
Project Luong	Architect	Kyle Luong	832-359-0015		KYLE.LUONG@PROJECTLUONG.COM	Download Plans
Adaptaspace	Manufacturer	Eugene Armbruster	403 8882855		earmbruster@adaptaspace.com	Download Plans
Ecocast Homes LLC	General Contractor	Roger Crooks	12817134860		rcrooks@ecocasthomes.com	Download Plans
CMC Development & Construction Corporation	General Contractor	Christian Crenshaw				Download Plans, Not Bidding
The Reynolds Co	Supplier	Renee Head	281-723-5655		renee@reynco.com	Download Plans
Electrical Automation Controls	SubContractor	Isaiah Acosta	281-362-9600		isaiahacosta@eactx.com	Download Plans
K.R. Allen Construction	General Contractor	Larry Allen	281.339.3006		info@krallenservices.com	Download Plans
RG Miller Engineers	Engineer	Bhavika Balani	7134619600		bbalani@dccm.com	Download Plans
Collier Construction	General Contractor	Collier Tracy	254-856-7485		colliertracy000@gmail.com	Download Plans
PWXPress	Owner	Mary Miller	4086768941		bids@pwxpress.com	Download Plans
RMA Commercial General Contractors	General Contractor	Ricardo Merino	7138260531		rmerino@rmacgc.com	Download Plans
Zachry Construction Corp.	General Contractor	Tyler Janik	2108712752		tyler.janik@zachrycorp.com	Download Plans
Zone Industries	Supplier	Mike Brandt	3615639393		mbrandt@zoneindustries.com	Download Plans
Frost Construction Company, Inc.	General Contractor	Frost Construction	281-446-6522	N/A	fcci@frostconstruction.net	Download Plans
Advanced Construction & Development	General Contractor	Estimator AdvancedConstruction	9365212446		estimating@advancedbuilds.com	Download Plans
CSA Construction, Inc.	General Contractor	Fred Dodd	7136868868	7136868889	bidmail@csaconstruction.com	Download Plans
The Valve Agency Inc	Supplier	Brandon Wray	281-883-4331	972-200-1442	sales@thevalveagency.com	Download Plans
Garland Heating and Air Conditioning	SubContractor	David Echols	9722783500	9722783500	dechols@garlandheatingandair.com	Download Plans,Interested
Custer Fence	SubContractor	Kasey Custer	2816450932		kasey@custerfence.com	Download Plans
Stratus Unlimited / Comet Signs	SubContractor	ANDREA DELANEY	3464440389		andrea.delaney@stratusunlimited.com	Download Plans
First Class Units Inc	General Contractor	quftan jwaid	8328593776		quftan.j88@gmail.com	Download Plans
R & B Group, Inc.	General Contractor	Elizabete Morse				Interested,Download Plans, Not Bidding
Foresight Custom Homes	General Contractor	Steven McElwee	+1 832 647 6073		S.mcelwe@gmail.com	Download Plans
Design Estimation	Engineer	Tom Anderson	13218049224		tom@designestimation.com	Download Plans
Diamond S Fencing Inc	General Contractor	Scott Sherd	6202148857		diamondsfencings@gmail.com	Download Plans
Prime Vendor Inc.	Plan Room	Bid Clerk Bid Clerk	800-746-9554	800-746-8307	govtbids@prime-vendor.com	Download Plans
AAA Treasure	Supplier	Gary Wade	7132227891		candy@aaa-pipe.com	Download Plans
TGM	General Contractor	Jhon Gabriel	8322062936		mgr10@texasgroundworks.com	Download Plans
Mersino Dewatering	Supplier	Amanda Johnson	346-522-9516		amanda.johnson@mersino.com	Download Plans
Waukesha-Pearce Industries	Supplier	Sheila Adams	713-551-0434	713-551-0799	Sheila.adams@wpi.com	Download Plans
Alpha Testing	Engineer	Sean Bowman	8327254925		sbowman@alphatesting.com	Download Plans
Houston Coatings of Texas LLC	SubContractor	Jorge Bastard	7135450732		jorge@hco-tx.com	Download Plans
Expanse Electrical Co	Other	Jeremy Durham	701-774-1094		jeremy.durham@expanseelectrical.com	Download Plans
Virtual Builders Exchange	Plan Room	Jeannette Olguin	210-564-6900	210-564-6902	addenda@virtualbx.com	Download Plans
Brice Civil Constructors	General Contractor	Brice Civil	7133015398		james.sellers@bricecivil.com	Download Plans
Industrial TX Corporation	General Contractor	Jared Haynes	7138708877		jhaynes@industrialtx.com	Download Plans
Unitus Services, LLC	General Contractor	Vernon Nielsen	360-229-5840	564-216-6394	info@unitus-services.com	Download Plans
B&D Contractors	General Contractor	Austin Voelkel	832-980-5955		Austin@bdcontractors.com	Download Plans
The Link	Other	Hugh Seaton	203-524-9539		sales@thelink.ai	Download Plans
Horticare Landscape Management	General Contractor	George Zagoranos	2816785681		horticarelawn@gmail.com	Download Plans
Tuttle Railings	Supplier	Kelly Jo McAbee	3178351374		kmcabee@tuttlerailings.com	Download Plans
City of Andrews	Gov Agency	Randal Shaffer	5059751245		soonersquid@gmail.com	Download Plans
Noble Building & Development	General Contractor	Ethan Cooper	(979) 549-0716		ecooper@noblebdllc.com	Download Plans
Warwick Construction	General Contractor	Jason Rivera	832-448-5813		jrivera@warwickconstruction.com	Download Plans
Patriot Contracting LLC	General Contractor	Ted Tou	713-880-3445		ted@patriotllc.us	Download Plans
HME, Inc.	Supplier	drew switzky	7852351524		estimating@hmeinc.net	Download Plans
J.T. Vaughn Construction	General Contractor	Spencer Modawell	8324924183		smodawell@vaughnconstruction.com	Download Plans
Grating Systems	Supplier	Garett Gibson	8016214243		garett@gratingsystems.com	Download Plans
Tex-Con Construction Services	SubContractor	Tanner Bundick	9793089212		tbundick@texconservices.com	Download Plans
DG Quality Roofing	SubContractor	Fred Schroeder	817-568-8300		fred.metroroof@gmail.com	Download Plans
Seguin Fabricators, Misc Metals Fabricator	Supplier	Jennifer Warren	830-549-5890	830-379-0685	jennifer@seguinfab.com	Download Plans
WWaterTech, Inc.	Supplier	Cathy Aldrich	9363725272		caldrich@wwatertechinc.com	Download Plans
CSA Construction, Inc.	General Contractor	Tim Hitchcock	713-686-8868	713-686-8889	bidmail@csaconstruction.com	Download Plans

Texan Municipal and Industrial
Cody Builders Supply
Experts Underground Solutions
Red Dot Buildings
Nucor Rebar Fabrication
MAF Enterprises, Inc.
Lewis Industrial Sales LLC
Barnett Bates
gate
ABB Inc.
Texkota Enterprises, LLC
Quartet Engineers - Accredited Materials Testing Laboratory & Geotechnical Services
ALLCO, LLC
Crowned Eagle Construction
Dunn Fence
NATIONAL FENCE COMPANY
Garner Paving and Construction
Advanced Geosolutions, Inc. (AGI)
PIONEER CONSTRUCTION SERVICES
Red Dot
Vaughn Construction
Rainstone Masonry, LLC
M.A.K. Fencing Inc.
Construction Bid Source
R & C Landscape
Atlas Copco
Flexicore of Texas
Christway Construction Company, LLC
Precise Technical Services
Texas AirSystems
Bartos Industries
Mickie Service Company Inc.
Sage Rental Services - Bypass Pumping and Dewatering
Quartet Engineers
Mersino Pump
CSA Construction, Inc.
Phillips & Son
Harris Rebar
Nucor Harris Rebar South, LLC
JH Foundation Drilling, LLC
Atlas Universal
Fastco Sandblasting and Painting LLC
Ferguson Waterworks
Semien
Gutier
Building Specialties Inc.
CSA Construction, Inc.
CSA Construction, Inc.
Schmalz & Associates Surety Bonds
VanHeight, LLC
HD Grant Co., Inc.

General Contractor	Michael Clasen	7132993241
Supplier	Imre Szombathy	5123399834
General Contractor	Amy Benito	8322707163
Manufacturer	Justin Flatt	9036759181
Supplier	Allison Hanna	2812230435
SubContractor	Marco Rivera	7139910154
Supplier	Risher Lewis	281-300-4039
Manufacturer	Andy Baker	5135816948
Manufacturer	Chris Lodico	281-485-3273
Manufacturer	Carrolyne Robichaux	3464249787
General Contractor	Trey Zbranek	2818950924
Other	Samuel Smith	8322079309
General Contractor	Brandon Harrison	409-860-4459
General Contractor	Michael Halfin	2814500920
SubContractor	Tom Malambri	7139993866
SubContractor	DON YOUNG	281-590-5000
General Contractor	Richard Delgado	9792159174
SubContractor	Riaz Jiwani	510-410-0723
General Contractor	TALAL MANSURI	281 - 508 - 1769
Manufacturer	Bobby Applegate	903-675-9181
General Contractor	Nelson Blackwell	713-589-7400
SubContractor	Luis Jimenez	281-236-0755
SubContractor	Tyler Partin	832-919-0295
SubContractor	Laura Lambert	8887869450
SubContractor	Rudy Flores	2108338257
Manufacturer	Gatlin Gold	2817764900
SubContractor	Noel Gibbings	2814375700
General Contractor	Alfredia Guillory	3468049141
Other	Amir Hemmat	2814406666
Other	Melissa Pate	6823656293
Supplier	Bid Coordinator	214-350-6871
Not Specified	Jessica Anttila	2188519410
SubContractor	Beckett Cantwell	8327999435
Engineer	Stephen Rohrer	7139274280
SubContractor	Jay Thompson/ Bypass Division Leader	346-578-2179
General Contractor	Quico Falcon	713-686-8868
Owner	Lou Phillips	713.818.1350
Supplier	Clint Cogburn	12816594156
Supplier	Shannon Cronin	936-258-8221
SubContractor	Carroll (Buddy) Howard	12818534836
SubContractor	Diego Malpica	7135628704
SubContractor	Annali Juarez	9567227165
Supplier	James Rogers	713-675-2211
Engineer	Aubrey Semien	4177731041
General Contractor	Michael Gutierrez	8327687792
SubContractor	Brett Hollier	7139391115
General Contractor	George Craig	713-686-8868
General Contractor	Cliff Craig	7136868868
Other	Eric Schmalz	5126406444
SubContractor	Eduardo Duran	3036014779
Supplier	Jennifer Salazar	7136688880

michaelclasen@texanmuni.com	Download Plans
estimating@codybuilderssupply.com	Download Plans
abenito@expertsusllc.com	Download Plans
justin.flatt@reddotbuildings.com	Download Plans
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marco@maf1998.com	Download Plans
risher@lewisindustrialsales.com	Download Plans
andy@barnettbates.com	Download Plans
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nblackwell@vaughnconstruction.com	Download Plans
estimating@rainstonemasonry.com	Download Plans
Tyler.makfencing@gmail.com	Download Plans
llambert@constructionbidsource.com	Download Plans
jrflores@randclandscape.com	Download Plans
gatlin.gold@us.atlascopco.com	Download Plans
ngibbings@flexicoretx.com	Download Plans
agchristway@att.net	Download Plans
amirahemmat@yahoo.com	Download Plans
melissa.pate@texasairsystems.com	Download Plans
bidding@bartosindustries.com	Download Plans
jessicamickie40@gmail.com	Download Plans
bcantwell@sagerentalservices.com	Download Plans
stephen.rohrer@quartet-eng.com	Download Plans
jay.thompson@mersino.com	Download Plans
bidmail@csaconstruction.com	Download Plans
Louphillipstx@gmail.com	Download Plans
clint.cogburn@harrisrebar.com	Download Plans
shannon.cronin@harrisrebar.com	Download Plans
buddyhjhdrilling@gmail.com	Download Plans
diego@atlasuniversal.com	Download Plans
fastcosbp@gmail.com	Download Plans
james.rogers@ferguson.com	Download Plans
asemien28@gmail.com	Download Plans
michael.gutierrez@gutier.com	Download Plans
brett@buildingspecialties.com	Download Plans
bidmail@csaconstruction.com	Download Plans
bidmail@csaconstruction.com	Download Plans
eric@schmalzsurety.com	Download Plans
eduardo@vanheight.com	Download Plans
jennifer@hdgrant.com	Download Plans

Data Flow Systems



**QUOTE NO. 241212-01-RD
ALVIN WWTP EXPANSION
CITY OF ALVIN, TEXAS
DECEMBER 12, 2024**

SUMMARY OF SCOPE

DFS will provide or modify six RTUs as described below to control and/or monitor processes and associated equipment, as identified in this proposal. Materials, automation and field services included in this proposal are listed below by RTU.

DFS PLCs, DFS server, DFS provided SCADA operator workstations and PCSI supplied fiber ring for the entire plant, including network cabinets, will be installed BY OTHERS and in-service to monitor and control process equipment for the proposed train while the existing train improvements are being made. RTU203 (aka cabinet PLC-RAS1) is to be installed prior to improvements being made on the existing train.

Regarding reference standards, DFS provides the functionality within our HyperTAC2 (HT4) SCADA System, and we will be bound by what is available from this system. Though we meet many of the reference standards, it should be understood we are a manufacturer and that redesigning our modules, software, or other products including our UL508A panels is not an available option. Our goal is to ensure we provide products and services that we maintain in an on-the-shelf inventory to meet our customers' expectations for future service and reliable delivery.

All network components including fiber, patch panels, media converters, switches, and router devices to be provided by Others. DFS will connect to the network using RJ45 type connections. All instrumentation exists or is provided by others. All calibration, training, and commissioning related to instrumentation are provided by others.

EXCEPTIONS ARE TAKEN TO THE FOLLOWING SECTIONS:

1. 40 61 13 Section 1.02 H - Four Priority Alarm Strategy ISA 18.2. DFS will provide the alarms consistent with the manner our software offers, and the utility is accustomed to.
2. 40 61 13 Section 1.06 B. 3 - Warranty will be for SCADA system provided by DFS, not other systems or instrumentation provided by "Others."
3. 40 61 13 Section 1.06 B. 4. - DFS will provide the functionality within our HyperTAC2 (HT4) SCADA System and other control system components manufactured by Data Flow Systems LLC.
4. 40 66 13 - All network components including fiber, patch panels, media converters, switches, and router devices to be provided by Others. DFS will connect to the network using RJ45 type connections.
5. 40 67 00 - DFS is taking exception to most of this section. DFS is a manufacturer of UL508A Telemetry Control Panel products, wiring devices will follow DFS and UL508A standards for construction, including terminal blocks, circuit breaker, surge suppression, and other DFS standard practices as part of our standard product lines. We do this as we provide not only a one-year on-site warranty, but also an additional two-year return to factory warranty on all our module components when our practices and wiring devices are used. Using other devices voids this DFS two-year return to factory warranty. With this said, DFS will submit during the submittal phase of this project all the products used by DFS for review by the engineering team.

6. 40 67 00 1.05 Shop – Drawing, all shop drawing will be consistent to DFS standards to maintain serviceability and customer acceptance. Location of I/O equipment will be consistent with DFS requirements.
7. 40 67 00 1.06 A. 2 – Quality Assurance – Panels will be built at our Melbourne FL location.
8. 40 67 00 2.01 A. 1 Thru 18 (inclusive) – DFS as a manufacture provides products within our enclosures that meet our requirements for warranty, service and delivery. DFS devices meet our standards, and most of the specifications.
9. 40 67 00 2.01 A. 3 – Control Panel Enclosure – General – Removable Door may not be possible depending on the location requirements and possible HMI/OIT requirements.
10. 40 67 00 2.01 A. 5 – Control Panel Enclosure – General – Saginaw Control Engineering typical.
11. 40 67 00 2.01 C. 1-3 (inclusive) – Terminal – As a manufacturer DFS has standardized products using WAGO compression type terminals and fuses to ensure we provide products and services that we maintain in an on-the-shelf inventory to meet our customers’ expectations for service and delivery.
12. 40 67 00 2.01 E. 4 – Identification – As a manufacturer DFS has standardized products for wire labeling to ensure we provide products and services that we maintain in an on-the-shelf inventory to meet our customers’ expectations for service and delivery.
13. 40 67 00 2.01 F. 2 – Ventilation – Typically DFS panel do not require ventilation.
14. 40 80 00 Commissioning of Process Systems - General Exception regarding this Section’s Scope. DFS is not an instrumentation group and takes exception to much of this section. All instrumentation is to be provided, calibrated, and commissioned by Others.
15. 40 80 00 1.02 A. Testing - All sections that reference instrument calibration, will be provided by others and falls outside the scope of DFS. DFS will configure the DFS hardware and software to follow the calibration provided by the supplier or PSCI.
16. 40 80 00 1.02 B. Training – Training provided by DFS is limited to DFS provided equipment and software programming.
17. 40 80 00 3.03 E. Factory Demonstration Test Location - If required will be conducted at the DFS facility in Melbourne FL. No allowance is provided by DFS for attendee reimbursements.
18. 40 80 00 3.04 Installation – By others.
19. 40 80 00 3.08 E. Training Costs – DFS as the manufacturer, will provide manufacturer training at the customers sites. No allowances for travel will be paid for manufacturer training.

RTU201, RTU202, RTU203, RTU204, RTU205 & RTU206 SITE DETAILS FOLLOW BELOW:

ILS PLC_PMPS1-3 - RTU201 (\$84,056.00)

Enclosure: 60x36x10 12 Steel Wall mount w/ Clamp, Saginaw

Finish: Grey

Mounting location: Per engineer’s plans and specifications.

System ID: CITALV

Communications: Network – RJ45 (protocol: TCP/IP)

PLC: Yes

Panel Mount OIT: No

UL - 508A: Yes

Control Panel Materials:

Qty	Item
1	MBP-3
2	MBP-2
1	Power Supply Module
1	Switch Interface Module

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1	Programmable Logic Controller (800)
1	PLC Bypass Card
3	Digital Monitor Module
3	Digital Control Module 4 Output
5	Analog Monitor Module
1	Analog Control Module
3	Battery, 7 Amp hour
1	Power supply, 24 VDC 100 Watt
12	Relay, 6mm, 110 VAC
1	Relay, 14mm, 110 VAC
1	Single Phase Surge Suppressor
1	Transient Filter Shield
1	DC Bias Surge Protector
24	Signal Surge Protector, 1 Channel
1	Terminal Block Switch, On/Off
1	Circuit Breaker, 10A
1	Circuit Breaker, 15A
1	Circuit Breaker, 20A
24	Terminal block, Field, Analog, Multi-level
92	Terminal block, Field, Digital, Multi-level
4	Terminal block, Field, Endplate, Multi-level
1	Switch, Intrusion, NEMA 4x, Door

Provided Field Instrumentation:

Qty	Item
None	

Miscellaneous

Qty	Item
1	1.02 J - Instrumentation Coordination
1	40 80 00 Standard Acceptance Testing
1	Base Page
1	Shipping & Handling & Freight

Hardwired IO Summary:

	Digital Inputs (DI)	Digital Outputs (DO)	Analog Inputs (AI)	Analog Outputs (AO)
Wired	58	9	13	3
Spare	22	3	7	1

Hardwired IO List:

Digital Inputs			
AB MIXER 1 ALRM	AB MIXER 1 RUNNING	AB MIXER 2 ALRM	AB MIXER 2 RUNNING
DIGESTER BASIN 3 HI LEVEL ALM	EX AB MIXER 1 ALRM	EX AB MIXER 1 RUNNING	EX AB MIXER 2 ALRM
EX AB MIXER 2 RUNNING	EX DIGEST BLWR 1 COMMON ALM	EX DIGEST BLWR 1 ESTOP ENABLED	EX DIGEST BLWR 1 LOCAL MODE
EX DIGEST BLWR 1 OFF MODE	EX DIGEST BLWR 1 REMOTE MODE	EX DIGEST BLWR 1 RUN STATUS	EX DIGEST BLWR 1 RVSS FAULT
EX DIGEST BLWR 3 COMMON ALM	EX DIGEST BLWR 3 ESTOP ENABLED	EX DIGEST BLWR 3 LOCAL MODE	EX DIGEST BLWR 3 OFF MODE
EX DIGEST BLWR 3 REMOTE MODE	EX DIGEST BLWR 3 RUN STATUS	EX DIGEST BLWR 3 RVSS FAULT	IFL P1 COMMON ALRM
IFL P1 E-STOP	IFL P1 LOCAL MODE	IFL P1 OFF MODE	IFL P1 REMOTE MODE
IFL P1 RUNNING	IFL P1 VFD COMMON ALRM	IFL P2 COMMON ALRM	IFL P2 E-STOP
IFL P2 LOCAL MODE	IFL P2 OFF MODE	IFL P2 REMOTE MODE	IFL P2 RUNNING
IFL P2 VFD COMMON ALRM	IFL P3 COMMON ALRM	IFL P3 E-STOP	IFL P3 LOCAL MODE
IFL P3 OFF MODE	IFL P3 REMOTE MODE	IFL P3 RUNNING	IFL P3 VFD COMMON ALRM
ILS P1-3 HI HI LEVEL ALRM	ILS P1-3 HIGH LEVEL ALRM	ILS P1-3 LOW LEVEL ALRM	ILS P1-3 LOW LOW LEVEL ALRM
WAS HT BASIN HI LEVEL FLOAT SW	WAS HT BASN 1 HI DSCHRG PSH	WAS HT BASN 1 LO LVL FLOAT SW	WAS HT BLWR 1 COMM ALRM
WAS HT BLWR 1 ESTOP ENABLED	WAS HT BLWR 1 LOCAL MODE	WAS HT BLWR 1 OFF MODE	WAS HT BLWR 1 REMOTE MODE

WAS HT BLWR 1 RUNNING	WAS HT BLWR LOW DISCHRG PS		
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Digital Outputs			
EX DIGEST BLWR 1 START/STOP	EX DIGEST BLWR 3 START/STOP	IFL P1 LOW LEVEL CUT OFF	IFL P1 START / STOP
IFL P2 LOW LEVEL CUT OFF	IFL P2 START / STOP	IFL P3 LOW LEVEL CUT OFF	IFL P3 START / STOP
WAS HT BLWR 1 START/STOP			

Analog Inputs			
EX DG BLOWER HEADER PRESSURE	IFL P1 - AMP DRAW	IFL P1 - RUNNING SPEED	IFL P1 - RUNTIME
IFL P2 - AMP DRAW	IFL P2 - RUNNING SPEED	IFL P2 - RUNTIME	IFL P3 - AMP DRAW
IFL P3 - RUNNING SPEED	IFL P3 - RUNTIME	ILS P1-3 FLOW	ILS P1-3 LEVEL
WAS HT BASIN 1 LEVEL			

Analog Outputs			
IFL P1 SPEED CONTROL	IFL P2 SPEED CONTROL	IFL P3 SPEED CONTROL	

RTU201 Reference Specification 40 61 96.02 Section 3.01

Process: INFLUENT LIFT STATIONS WET WELL 1, PUMPS 1-3

Instruments:

Lift Station Pumps 1-3 Flow Meter

Well Level Transmitter

High Level Switch

Low Level Switch

Low Low Level Switch.

Devices:

Lift Station VFD Pumps 1, 2 & 3 (Pumps 4, 5, 6 are found in RTU202)

Process Overview:

The influent lift station (ILS) accepts flow from the Coarse Screen structure into a splitter that splits flow into 2 sections via manual slide gates. In each section will be 3 new submersible pumps for a total of 6 new submersible pumps. All 6 new submersible pumps will be on variable frequency drives (VFDs) and will operate in a LEAD/LAG configuration. The 2 sections will be separated by a baffle **but will be treated as one large wet well due to a slide gate between the two sections**. This slide gate is to be normally open and only closed for maintenance purposes. Each section will have a radar level indicating transmitter and its use for remote display and control are to be selected by the operator at the HMI.

Associated Loop Number(s): 0210, 0211, 0212, 0213

Automation:

Section 3.02 C. - Remote Manual Control Mode

- When a Pump is set to REMOTE control at the local control panel (LCP), SCADA at the VFD and set to MANUAL at the HMI, the operator shall be able to START, STOP, and send a SPEED setpoint from the HMI.
 - If the level is below the low low level, a low level lockout signal shall be sent to each pump VFD to disable the pump from running in hand or any mode specified here within. Once the low level lockout level has been surpassed, operation may continue.
- The operator shall select the level transmitter for monitoring and control from the HMI:
 - Section 1: Pumps 1-3, FE/FIT-210

Section 3.02 D. - Remote Automatic Control Mode

- When a Pump is set to REMOTE control at the LCP, HAND at the VFD and set to AUTO at the HMI, the operator shall be able select from three different automatic control modes:

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a. Normal Mode

- 1). The intent of this control mode is to gradually increase/decrease flow to prevent abrupt flow change throughout the plant.
- 2). When the operator selects "NORMAL MODE", the pumps will start, stop, and adjust speed corresponding with the rising/falling level of the wet well.
- 3). Elevation setpoints shall be operator adjustable.

Alvin WWTP - ILS PUMP SET POINTS				
POINT	LEVEL (FT)	EL. (FT)	DESCRIPTION	
			RIISING LEVEL	FALLING LEVEL
1	3.98	6.2	-	FLUSH LEVEL
2	6.78	9.0	-	LOW LEVEL FLOAT ALARM
3	7.78	10.0	-	ALL PUMPS OFF
4	8.28	10.5	LEAD PUMP MINIMUM	-
5	8.78	11.0	LEAD PUMP CONSTANT LEVEL	2 ND PUMP OFF
6	9.28	11.5	LEAD + LAG 1 @ REDUCED SPEEDS	-
7	9.78	12.0	LEAD + LAG 1 CONSTAND LEVEL	3 RD PUMP OFF
8	10.28	12.5	LEAD + LAG 1 + LAG 2 @ REDUCED SPEEDS	-
9	10.78	13.0	LEAD + LAG 1 + LAG 2 CONSTANT LEVEL	4 TH PUMP OFF
10	11.28	13.5	LEAD + LAG 1 + LAG 2 + LAG 3 @ REDUCED SPEEDS	-
11	11.78	14.0	LEAD + LAG 1 + LAG 2 + LAG 3 CONSTANT LEVEL	5 TH PUMP OFF
12	12.28	14.5	LEAD + LAG 1 + LAG 2 + LAG 3 + LAG 4 REDUCED SPEEDS	-
13	12.78	15.0	LEAD + LAG 1 + LAG 2 + LAG 3 + LAG 4 CONSTANT LEVEL	-
14	13.28	15.5	HIGH LEEL FLOAT ALARM	-

b. Level Mode

- 1). The intent of this control mode is to maintain an influent lift station well level as selected by the Operator at the HMI.
- 2). When the operator selects "LEVEL MODE", the pumps will start, stop, and adjust speed to maintain an operator entered LEVEL setpoint.
 - a). When a pump, or group of pumps, reaches 100% speed for 10 seconds, the next pump in the sequence will start and maintain 100% speed for 10 seconds. After 10 seconds the pump will slow to minimum speed then will incrementally increase speed to 100%. When the newly started pump reaches 100% and maintains for 10 seconds, all pumps will incrementally decrease speed together until the desired LEVEL is achieved or the next pump in the sequence will be called to run.
 - b). When a pump, or group of pumps, reaches minimum speed for 10 seconds, the first pump that started will stop. All pumps will increase speed from minimum speed until the desired level is achieved or the next pump that started in the sequence will be called to stop.
- 3). If the level is below the low low level, a low level lockout signal shall be sent to each pump VFD to disable the pump from running. Once the low level lockout level has been surpassed, this mode may commence.

c. Flush Mode

- 1). The intent of this control mode is to provide higher velocities throughout the treatment plant flush and sediment or debris that may have accumulated during lower velocities. This will first begin with raising the level in the Influent Lift Station to the LEAD + LAG level setpoint of 12.0' elevation

to avoid surcharging the plant influent drain pipe invert elevation (12.9' elevation) that is to be embedded in the programming, thus not easily adjusted. This mode will be selected and implemented once a day at 2:00am to provide well capacity for one pump to turn on at full speed for each half of the wet well to provide a flushing flow rate of approximately 12.6 MGD throughout the plant. Both pumps will turn off at the flush level of 6.2' elevation or 5 minutes total whichever comes first.

- a). If the level is below the flush level, a low level lockout signal shall be sent to each pump VFD to disable the pump from running. Once the flow level lockout level has been surpassed or 5 minutes has elapsed, this mode may commence.
- 2). When the operator selects "FLUSH MODE", the pumps will start and stop at the indicated levels. After one cycle per day, the controls can go back to NORMAL MODE.

d. Empty Mode

- 1). The intent of this control mode is to reduce the level in the Influent Lift Station to a minimum level setpoint that is to be embedded in the programming, thus not easily adjusted. This mode will be selected and implemented in advance of a predicted rain event to provide well capacity.
 - a). If the level is below the low low level, a low level lockout signal shall be sent to each pump VFD to disable the pump from running. Once the low level lockout level has been surpassed, this mode may commence.
- 2). When the operator selects "EMPTY MODE", the pumps will start, stop, and adjust speed to maintain a minimum level setpoint. When a pump, or group of pumps, reaches 100% speed, the next pump in the sequence will start and maintain maximum speed for 10 seconds. After 10 seconds the pump will slow to minimum speed then will incrementally increase speed to 100%. When the newly started pump reaches 100% and maintains for 10 seconds, all pumps will incrementally decrease speed together until the minimum LEVEL is achieved or the next pump in the sequence will be called to run.

e. Flow Mode

- 1). The intent of this control mode is to maintain a specified flow setpoint while staying within a pre-determined Influent Lift Station well level range. This mode will be selected and implemented in situations when maintaining a specific flow through the treatment facility is desired.
- 2). When the operator selects "FLOW MODE", the pumps will start, stop, and adjust speed to maintain an operator entered flow setpoint, while staying within a predetermined Influent Lift Station well level range.
 - a). If the pre-determined Influent Lift Station well level range maximum is exceeded for a given amount of time, the operator entered flow setpoint will be allowed to increase incrementally, thus forcing pumps to increase speed or additional pumps to start so that the newly increased flow setpoint can be met and a decrease in well level occurs. The newly increased flow setpoint will be held for a given amount of time. If no decrease in level is detected in that timeframe, the flow setpoint will continue the cycle of incremental increase and hold until a decrease in level is detected. Once a level decrease is detected, the increased flow setpoint and pump speed will be maintained until the level lowers below the range maximum. Once the Influent Lift Station well level has fallen below the maximum range valve, the flow setpoint will incrementally return to the original operator entered value.
 - b). If the pre-determined Influent Lift Station well level range minimum is exceeded for a given amount of time, the operator entered flow setpoint will be allowed to decrease incrementally, thus forcing pumps to decrease speed or additional pumps to stop so that the newly decreased flow setpoint can be met and an increase in well level occurs. The newly decreased flow setpoint will be held for a given amount of time. If no increase in level is detected in that timeframe, the flow setpoint will continue the cycle of incremental decrease and hold until an increase in level is detected. Once a level increase is detected, the decreased flow setpoint and pump speed will be maintained until the level rises above the range minimum. Once the

Influent Lift Station well level has risen above the minimum range value, the flow setpoint will incrementally return to the original operator entered value.

3). When a pump, or group of pumps, reaches 100% speed for 10 seconds, the next pump in the sequence will start and maintain maximum speed for 10 seconds. After 10 seconds, the pump will slow to minimum speed then will incrementally increase speed to 100%. When the newly started pump reaches 100% and maintains for 10 seconds, all pumps will incrementally decrease speed together until the flow setpoint is achieved or the next pump in the sequence is called to start.

4). When a pump, or group of pumps, reaches minimum pump speed, the first pump that started will stop. All remaining pumps that are running increase speed from minimum speed until the desired flow setpoint is achieved or the next pump in the starting sequence sequence is called to stop.

5). If the level is below the low low level, a low level lockout signal shall be sent to each pump VFD to disable the pump from running. Once the low level lockout level has been surpassed, this mode may commence.

2. Pump sequencing

a. Pumps are to operate on a LEAD, LAG 1, LAG 2, LAG 3, LAG 4 sequence. No more than 5 pumps are to run at one time.

b. The operator shall have the ability to assign pumps as LEAD, LAG 1, LAG 2, LAG 3, LAG 4, and STANDBY from the HMI.

c. When the Operator selects AUTO SEQUENCE at the HMI:

The previous LEAD pump will be designated as STANDBY

The previous LAG 1 pump will be designated as LEAD

The previous LAG 2 pump will be designated as LAG 1

The previous LAG 3 pump will be designated as LAG 2

The previous LAG 4 pump will be designated as LAG 3

The previous STANDBY pump will be designated as LAG 4

3. Level Transmitter Selection

a. The operator shall select the level transmitter for control from the HMI:

Section 1: Pumps 1-3

FE/FIT-210

Section 3.02 E. Software Permissive

1. None.

Section 3.02 F. Power Failure

1. Control shall resume with the control mode established prior to the power failure.

Lockouts:

Low Low Level Switch – **Lock out all pumps** and trigger Low Low Level Alarm

Alarms:

Low Level Switch Alarm

High Level Switch Alarm

Lift Station Pump No.1 VFD Comm Alrm

Lift Station Pump No.1 Common Alrm

Lift Station Pump No.1 E-Stop Enabled

Lift Station Pump No.2 VFD Comm Alrm

Lift Station Pump No.2 Common Alrm

Lift Station Pump No.2 E-Stop Enabled

Lift Station Pump No.3 VFD Comm Alrm

Lift Station Pump No.3 Common Alrm

Lift Station Pump No.3 E-Stop Enabled

Lift Station Pumps No.1-3

Well Level High High Alarm Lift Station Pumps No.1-3

Lift Station Pump No.1 Speed Discrepancy
 Lift Station Pump No.2 Speed Discrepancy
 Lift Station Pump No.3 Speed Discrepancy

RTU201 40 61 96.09 WAS HOLDING TANK AND WAS BLOWERS:

Reference Specification 40 61 96.09 Section 3.01

Process:

A. WAS HOLDING TANK AND WAS BLOWERS:

1. The existing digester basin No.1 will be converted to a WAS holding tank. The WAS holding tank will be aerated by two new positive displacement blowers (one duty/one standby). The WAS holding tank receives WAS from the existing and proposed RAS pumps. Both WAS blowers will be constant speed. A high level alarm in the WAS holding tank will be monitored, after which WAS will overflow through the weir between the WAS holding tank and digester basin 2.

Instruments:

WAS Blower Common Header Low Discharge Pressure Switch	PSL-1000-01
WAS Blower No.1 High Discharge Temp Switch	TSH-1001-01
WAS Blower No.1 High Discharge Pressure Switch	PSH-1001-01
WAS Holding Tank Level Transmitter	LE/LIT-1010-01
WAS Holding Tank High Level Float Switch	LSH-1010-01
WAS Holding Tank Low Level Float Switch	LSL-1010-01

Devices:

WAS Holding Tank Blower No.1	WHT-BL-01
------------------------------	-----------

Hardwired Interlocks

High Discharge Pressure
 High Discharge Temperature
 Blower Common Alarm (from blower starter)
 Phase Failure Relay
 Blower E-Stop

B. Local Automatic Control Mode

1. When a Blower is set to AUTO control at the MCC, one blower is to run at a time. When a blower's runtime exceeds the other by X hours, the blower with the lower runtime shall be called to run while the blower with the higher runtime is set to standby.

Automation:

- C. Remote Manual Control Mode
 1. None.
- D. Remote Automatic Control Mode
 1. None.
- E. Software Permissives
 1. None.
- F. Power Failure
 1. Control shall resume with the control mode established prior to the power failure.

Lockouts:

Low Low Level Switch – **Lock out all pumps and trigger** Low Low Level Alarm

Alarms:

WAS Holding Tank High Level Alarm
 WAS Holding Tank Low Level Alarm
 WAS Blower No.1 Common Fault
 WAS Blower No.1 E-Stop Enabled
 WAS Holding Tank High Level Alarm
 WAS Holding Tank Low Level Alarm

WAS Blower Low Header Pressure

Aeration Basin 1-4 Alarms (40 61 96.04.01 Section 3.03 E)

Existing Anoxic Mixer 1 Alarm

Existing Anoxic Mixer 2 Alarm

Aeration Basin 5-6 Alarms (40 61 96.04.02 Section 3.03 E)

Anoxic Mixer 1 Alarm

Anoxic Mixer 2 Alarm

RTU201 Reference Specification 40 61 96.10 Section 3.01

Process: DIGESTER BLOWERS

Instruments:

Digester Blowers Pressure Transmitter	PE/PIT-1050-01
Digester Basin High Level Alarm	LSH-1030-01

Devices:

Digester Blower No.1	EX-DG-BL-01
Digester Blower No.3	EX-DG-BL-03

Automation:

1. Three multistage centrifugal blowers will supply air to Digester Basins 3, 4, and 5. The three blowers will be housed in the existing digester blower building and will work in a two-duty, one standby configuration.
2. Durations defined here within shall be operator adjustable.

Section 3.02 B.

Setpoints

The HMI shall include the following setpoints at a minimum:

- a. Start/Stop Durations (Seconds)
- b. Blower Rotation Duration (Hours)

Section 3.02 C.

Remote Manual Control Mode

None

Remote Automatic Control Mode

When a Blower is set to AUTO, the Blower will be called to run from SCADA.

When the LEAD Blower gets up to speed for 60 seconds, the next Blower in the sequence will start.

Blower Sequencing:

- a. Blowers are to operate on a LEAD and LAG operation, no more than 2 Blowers are to run at one time.
- b. The operator shall have the ability to assign blowers as LEAD, LAG, and STANDBY from the HMI.
- c. When the Operator selects AUTO SEQUENCE at the HMI:
 - 1). The previous LEAD Blower will be designated as STANDBY.
 - 2). The previous LAG Blower will be designated as LEAD.
 - 3). The previous STANDBY will be designated as LAG.
 - 4). If a Blower runtime is less than the other two blowers runtime by 24 hours, it will be designated as the LEAD Blower.
 - 5). If a Blower's runtime exceeds the other two blowers runtime by 24 hours, it will be designated as the LAG Blower.

Associated Control Panels

Digester Blower No.1 Local Control Panel
 Digester Blower No.1 RVSS
 Digester Blower No.3 Local Control Panel
 Digester Blower No.3 RVSS

Associated Loop Numbers: 1051, 1052, 1053, 1030, 1050

3.02 E. Software Permissive:

Digester Blower No.1 RVSS Alarm
 Digester Blower No.1 Common Alarm
 Digester Blower No.1 E. Stop Enabled
 Digester Blower No.3 RVSS Alarm
 Digester Blower No.3 Common Alarm
 Digester Blower No.3 E. Stop Enabled

3.02 F. Power Failure:

1. Control shall resume with the control mode established prior to the power failure.

Additional Site Details:

PLC-ILS has been separated into TWO (2) RTUs: RTU201 & RTU202. Process and Instrumentation detail drawings exist for this project. PI-1 through PI-25 (sheet 451-475). **Recommend referencing these drawings during preplanning, project review and programming phases. Control Loop narratives also exist in specification sections 40 61 96.01 through 12.**

Custom graphical displays of telemetry/project data will be built in a **style specific to the utility.**

Field Services:

Type	Trips (Not to exceed)	Onsite Hours / Trip (Not to exceed)
Integration Survey	1	6
Wire Termination (1 person)	1	12
SCADA & Automation	1	4
Commissioning & Training	1	36
Punchlist Resolution	1	35

ILS PLC_PMP54-6 - RTU202 (\$81,923.00)

Enclosure: 60x36x10 12 Steel Wall mount w/ Clamp, Saginaw

Finish: Grey

Mounting location: Per engineer's plans and specifications.

System ID: CITALV

Communications: Network – RJ45 (protocol: TCP/IP)

PLC: Yes

Panel Mount OIT: No

UL - 508A: Yes

Control Panel Materials:

Qty	Item
1	MBP-3
2	MBP-2
1	Power Supply Module
1	Switch Interface Module
1	Programmable Logic Controller (800)
1	PLC Bypass Card
3	Digital Monitor Module
3	Digital Control Module 4 Output
4	Analog Monitor Module
1	Analog Control Module
3	Battery, 7 Amp hour
1	Power supply, 24 VDC 100 Watt
12	Relay, 6mm, 110 VAC
1	Relay, 14mm, 110 VAC
1	Single Phase Surge Suppressor
1	Transient Filter Shield
1	DC Bias Surge Protector
20	Signal Surge Protector, 1 Channel

SCADA SOLUTIONS SINCE 1981 - www.dataflowsys.com - MADE IN THE USA WITH PRIDE

1	Terminal Block Switch, On/Off
1	Circuit Breaker, 10A
1	Circuit Breaker, 15A
1	Circuit Breaker, 20A
20	Terminal block, Field, Analog, Multi-level
88	Terminal block, Field, Digital, Multi-level
4	Terminal block, Field, Endplate, Multi-level
1	Switch, Intrusion, NEMA 4x, Door

Provided Field Instrumentation:

Qty	Item
None	

Miscellaneous

Qty	Item
1	1.02 J - Instrumentation Coordination
1	40 80 00 Standard Acceptance Testing
1	Base Page
1	Shipping & Handling & Freight

Hardwired IO Summary:

	Digital Inputs (DI)	Digital Outputs (DO)	Analog Inputs (AI)	Analog Outputs (AO)
Wired	57	8	11	3
Spare	19	4	5	1

Hardwired IO List:

Digital Inputs			
ATS N FAULT	ATS N GENERATOR AVAILABLE	ATS N GENERATOR POWER	ATS N UTILITY AVAILABLE
ATS N UTILITY POWER	DEWATERNG EXH FAN FLO SW FS	EX DIGEST BLWR 2 COMMON ALM	EX DIGEST BLWR 2 ESTOP ENABLED
EX DIGEST BLWR 2 HAND MODE	EX DIGEST BLWR 2 OFF MODE	EX DIGEST BLWR 2 REMOTE MODE	EX DIGEST BLWR 2 RUN STATUS
EX DIGEST BLWR 2 RVSS FAULT	GEN 1 FAULT	GEN 1 LOW BATTERY VOLTAGE	GEN 1 LOW FUEL
GEN 1 RUNNING	GEN 2 FAULT	GEN 2 LOW BATTERY VOLTAGE	GEN 2 LOW FUEL
GEN 2 RUNNING	GEN 3 FAULT	GEN 3 LOW BATTERY VOLTAGE	GEN 3 LOW FUEL
GEN 3 RUNNING	GEN DOOR INTRUSION 26 32 13-15	IFL P4 COMMON ALRM	IFL P4 E-STOP
IFL P4 LOCAL MODE	IFL P4 OFF MODE	IFL P4 REMOTE MODE	IFL P4 RUNNING
IFL P4 VFD COMMON ALRM	IFL P5 COMMON ALRM	IFL P5 E-STOP	IFL P5 LOCAL MODE
IFL P5 OFF MODE	IFL P5 REMOTE MODE	IFL P5 RUNNING	IFL P5 VFD COMMON ALRM
IFL P6 COMMON ALRM	IFL P6 E-STOP	IFL P6 LOCAL MODE	IFL P6 OFF MODE
IFL P6 REMOTE MODE	IFL P6 RUNNING	IFL P6 VFD COMMON ALRM	ILS P4-6 HI HI LEVEL ALRM
ILS P4-6 HIGH LEVEL ALRM	ILS P4-6 LOW LEVEL ALRM	ILS P4-6 LOW LOW LEVEL ALRM	WAS HT BLWR 2 COMM ALRM
WAS HT BLWR 2 ESTOP ENABLED	WAS HT BLWR 2 LOCAL MODE	WAS HT BLWR 2 OFF MODE	WAS HT BLWR 2 REMOTE MODE
WAS HT BLWR 2 RUNNING			
Digital Outputs			
EX DIGEST BLWR 2 START/STOP	IFL P4 LOW LEVEL CUT OFF	IFL P4 START/STOP	IFL P5 LOW LEVEL CUT OFF
IFL P5 START/STOP	IFL P6 LOW LEVEL CUT OFF	IFL P6 START/STOP	WAS HT BLWR 2 START/STOP
Analog Inputs			
IFL P4 - RUNNING SPEED	IFL P4 - RUNTIME	IFL P4- AMP DRAW	IFL P5 - AMP DRAW
IFL P5 - RUNNING SPEED	IFL P5 - RUNTIME	IFL P6 - RUNNING SPEED	IFL P6 - RUNTIME
IFL P6- AMP DRAW	ILS P4-6 FLOW	ILS P4-6 LEVEL	
Analog Outputs			
IFL P4 SPEED CONTROL	IFL P5 SPEED CONTROL	IFL P6 SPEED CONTROL	

RTU202 Reference Specification 40 61 96.02 Section 3.01**Process: INFLUENT LIFT STATIONS WET WELL 2, PUMPS 4-6****Instruments:**

Lift Station Pumps 4-6 Flow Meter

Well Level Transmitter

High Level Switch

Low Level Switch

Low Low Level Switch.

Devices:

Lift Station VFD Pumps 4, 5, 6 (Pumps 1, 2, 3 are found in RTU201)

Process Overview:

The influent lift station (ILS) accepts flow from the Coarse Screen structure into a splitter that splits flow into 2 sections via manual slide gates. In each section will be 3 new submersible pumps for a total of 6 new submersible pumps. All 6 new submersible pumps will be on variable frequency drives (VFDs) and will operate in a LEAD/LAG configuration. The 2 sections will be separated by a baffle **but will be treated as one large wet well due to a slide gate between the two sections**. This slide gate is to be normally open and only closed for maintenance purposes. Each section will have a radar level indicating transmitter and its use for remote display and control are to be selected by the operator at the HMI.

Automation:**Section 3.02 C. - Remote Manual Control Mode**

- When a Pump is set to REMOTE control at the local control panel (LCP), SCADA at the VFD and set to MANUAL at the HMI, the operator shall be able to START, STOP, and send a SPEED setpoint from the HMI.
 - If the level is below the low low level, a low level lockout signal shall be sent to each pump VFD to disable the pump from running in hand or any mode specified here within. Once the low level lockout level has been surpassed, operation may continue.
- The operator shall select the level transmitter for monitoring and control from the HMI:
 - Section 2: Pumps 4-6, FE/FIT-220

Section 3.02 D. - Remote Automatic Control Mode

- When a Pump is set to REMOTE control at the LCP, HAND at the VFD and set to AUTO at the HMI, the operator shall be able select from three different automatic control modes:

a. Normal Mode

- The intent of this control mode is to gradually increase/decrease flow to prevent abrupt flow change throughout the plant.
- When the operator selects "NORMAL MODE", the pumps will start, stop, and adjust speed corresponding with the rising/falling level of the wet well.
- Elevation setpoints shall be operator adjustable.

Alvin WWTP - ILS PUMP SET POINTS				
POINT	LEVEL (FT)	EL. (FT)	DESCRIPTION	
			RIISING LEVEL	FALLING LEVEL
1	3.98	6.2	-	FLUSH LEVEL
2	6.78	9.0	-	LOW LEVEL FLOAT ALARM
3	7.78	10.0	-	ALL PUMPS OFF
4	8.28	10.5	LEAD PUMP MINIMUM	-
5	8.78	11.0	LEAD PUMP CONSTANT LEVEL	2 ND PUMP OFF
6	9.28	11.5	LEAD + LAG 1 @ REDUCED SPEEDS	-

7	9.78	12.0	LEAD + LAG 1 CONSTAND LEVEL	3 RD PUMP OFF
8	10.28	12.5	LEAD + LAG 1 + LAG 2 @ REDUCED SPEEDS	-
9	10.78	13.0	LEAD + LAG 1 + LAG 2 CONSTANT LEVEL	4 TH PUMP OFF
10	11.28	13.5	LEAD + LAG 1 + LAG 2 + LAG 3 @ REDUCED SPEEDS	-
11	11.78	14.0	LEAD + LAG 1 + LAG 2 + LAG 3 CONSTANT LEVEL	5 TH PUMP OFF
12	12.28	14.5	LEAD + LAG 1 + LAG 2 + LAG 3 + LAG 4 REDUCED SPEEDS	-
13	12.78	15.0	LEAD + LAG 1 + LAG 2 + LAG 3 + LAG 4 CONSTANT LEVEL	-
14	13.28	15.5	HIGH LEEL FLOAT ALARM	-

b. Level Mode

- 1). The intent of this control mode is to maintain an influent lift station well level as selected by the Operator at the HMI.
- 2). When the operator selects "LEVEL MODE", the pumps will start, stop, and adjust speed to maintain an operator entered LEVEL setpoint.
 - a). When a pump, or group of pumps, reaches 100% speed for 10 seconds, the next pump in the sequence will start and maintain 100% speed for 10 seconds. After 10 seconds the pump will slow to minimum speed then will incrementally increase speed to 100%. When the newly started pump reaches 100% and maintains for 10 seconds, all pumps will incrementally decrease speed together until the desired LEVEL is achieved or the next pump in the sequence will be called to run.
 - b). When a pump, or group of pumps, reaches minimum speed for 10 seconds, the first pump that started will stop. All pumps will increase speed from minimum speed until the desired level is achieved or the next pump that started in the sequence will be called to stop.
- 3). If the level is below the low low level, a low level lockout signal shall be sent to each pump VFD to disable the pump from running. Once the low level lockout level has been surpassed, this mode may commence.

c. Flush Mode

- 1). The intent of this control mode is to provide higher velocities throughout the treatment plant flush and sediment or debris that may have accumulated during lower velocities. This will first begin with raising the level in the Influent Lift Station to the LEAD + LAG level setpoint of 12.0' elevation to avoid surcharging the plant influent drain pipe invert elevation (12.9' elevation) that is to be embedded in the programming, thus not easily adjusted. This mode will be selected and implemented once a day at 2:00am to provide well capacity for one pump to turn on at full speed for each half of the wet well to a provide a flushing flow rate of approximately 12.6 MGD throughout the plant. Both pumps will turn off at the flush level of 6.2' elevation or 5 minutes total whichever comes first. Process Control Narrative – Influent Lift Station 40 61 96.02 - 5 AVN23621 – Alvin WWTP Expansion REVISION: IFB-BOP
 - a). If the level is below the flush level, a low level lockout signal shall be sent to each pump VFD to disable the pump from running. Once the flow level lockout level has been surpassed or 5 minutes has elapsed, this mode may commence.
- 2). When the operator selects "FLUSH MODE", the pumps will start and stop at the indicated levels. After one cycle per day, the controls can go back to NORMAL MODE.

d. Empty Mode

- 1). The intent of this control mode is reducing the level in the Influent Lift Station to a minimum level setpoint that is to be embedded in the programming, thus not easily adjusted. This mode will be selected and implemented in advance of a predicted rain event to provide well capacity.
 - a). If the level is below the low low level, a low level lockout signal shall be sent to each pump VFD to disable the pump from running. Once the low level lockout level has been surpassed, this mode may commence.

2). When the operator selects “EMPTY MODE”, the pumps will start, stop, and adjust speed to maintain a minimum level setpoint. When a pump, or group of pumps, reaches 100% speed, the next pump in the sequence will start and maintain maximum speed for 10 seconds. After 10 seconds the pump will slow to minimum speed then will incrementally increase speed to 100%. When the newly started pump reaches 100% and maintains for 10 seconds, all pumps will incrementally decrease speed together until the minimum LEVEL is achieved or the next pump in the sequence will be called to run.

e. Flow Mode

1). The intent of this control mode is to maintain a specified flow setpoint while staying within a pre-determined Influent Lift Station well level range. This mode will be selected and implemented in situations when maintaining a specific flow through the treatment facility is desired.

2). When the operator selects “FLOW MODE”, the pumps will start, stop, and adjust speed to maintain an operator entered flow setpoint, while staying within a predetermined Influent Lift Station well level range.

a). If the pre-determined Influent Lift Station well level range maximum is exceeded for a given amount of time, the operator entered flow setpoint will be allowed to increase incrementally, thus forcing pumps to increase speed or additional pumps to start so that the newly increased flow setpoint can be met and a decrease in well level occurs. The newly increased flow setpoint will be held for a given amount of time. If no decrease in level is detected in that timeframe, the flow setpoint will continue the cycle of incremental increase and hold until a decrease in level is detected. Once a level decrease is detected, the increased flow setpoint and pump speed will be maintained until the level lowers below the range maximum. Once the Influent Lift Station well level has fallen below the maximum range valve, the flow setpoint will incrementally return to the original operator entered value.

b). If the pre-determined Influent Lift Station well level range minimum is exceeded for a given amount of time, the operator entered flow setpoint will be allowed to decrease incrementally, thus forcing pumps to decrease speed or additional pumps to stop so that the newly decreased flow setpoint can be met and an increase in well level occurs. The newly decreased flow setpoint will be held for a given amount of time. If no increase in level is detected in that timeframe, the flow setpoint will continue the cycle of incremental decrease and hold until an increase in level is detected. Once a level increase is detected, the decreased flow setpoint and pump speed will be maintained until the level rises above the range minimum. Once the Influent Lift Station well level has risen above the minimum range value, the flow setpoint will incrementally return to the original operator entered value.

3). When a pump, or group of pumps, reaches 100% speed for 10 seconds, the next pump in the sequence will start and maintain maximum speed for 10 seconds. After 10 seconds, the pump will slow to minimum speed then will incrementally increase speed to 100%. When the newly started pump reaches 100% and maintains for 10 seconds, all pumps will incrementally decrease speed together until the flow setpoint is achieved or the next pump in the sequence is called to start.

4). When a pump, or group of pumps, reaches minimum pump speed, the first pump that started will stop. All remaining pumps that are running increase speed from minimum speed until the desired flow setpoint is achieved or the next pump in the starting sequence sequence is called to stop.

5). If the level is below the low low level, a low level lockout signal shall be sent to each pump VFD to disable the pump from running. Once the low level lockout level has been surpassed, this mode may commence.

2. Pump sequencing

a. Pumps are to operate on a LEAD, LAG 1, LAG 2, LAG 3, LAG 4 sequence. No more than 5 pumps are to run at one time.

b. The operator shall have the ability to assign pumps as LEAD, LAG 1, LAG 2, LAG 3, LAG 4, and STANDBY from the HMI.

c. When the Operator selects AUTO SEQUENCE at the HMI:

The previous LEAD pump will be designated as STANDBY

The previous LAG 1 pump will be designated as LEAD

The previous LAG 2 pump will be designated as LAG 1

The previous LAG 3 pump will be designated as LAG 2

The previous LAG 4 pump will be designated as LAG 3

The previous STANDBY pump will be designated as LAG 4

3. Level Transmitter Selection

a. The operator shall select the level transmitter for control from the HMI:

Section 2: Pumps 4-6

FE/FIT-220

Section 3.02 E. Software Permissive

1. None.

Section 3.02 F. Power Failure

1. Control shall resume with the control mode established prior to the power failure.

Lockouts:

Low Low Level Switch – **Lock out all pumps and trigger** Low Low Level Alarm

Alarms:

Low Level Switch Alarm

High Level Switch Alarm

Lift Station Pump No.4 VFD Comm Alarm

Lift Station Pump No.4 Common Alarm

Lift Station Pump No.4 E-Stop Enabled

Lift Station Pump No.5 VFD Comm Alarm

Lift Station Pump No.5 Common Alarm

Lift Station Pump No.5 E-Stop Enabled

Lift Station Pump No.6 VFD Comm Alarm

Lift Station Pump No.6 Common Alarm

Lift Station Pump No.6 E-Stop Enabled

Lift Station Pumps No.4-6

Well Level High High Alarm Lift Station Pumps No.4-6

Lift Station Pump No.4 Speed Discrepancy

Lift Station Pump No.5 Speed Discrepancy

Lift Station Pump No.6 Speed Discrepancy

Associated Loop Number(s): 0220, 0221, 0222, 0223

RTU202 40 61 96.09 WAS HOLDING TANK AND WAS BLOWERS:

RTU202 Reference Specification 40 61 96.09 Section 3.01

Process:

B. WAS HOLDING TANK AND WAS BLOWERS:

2. The existing digester basin No.1 will be converted to a WAS holding tank. The WAS holding tank will be aerated by two new positive displacement blowers (one duty/one standby). The WAS holding tank receives WAS from the existing and proposed RAS pumps. Both WAS blowers will be constant speed. A high level alarm in the WAS holding tank will be monitored, after which WAS will overflow through the weir between the WAS holding tank and digester basin 2.

Instruments:

WAS Blower Common Header Low Discharge Pressure Switch

PSL-1000-01

WAS Blower No.2 High Discharge Temp Switch

TSH-1002-01

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WAS Blower No.2 High Discharge Pressure Switch	PSH-1002-01
WAS Holding Tank Level Transmitter	LE/LIT-1010-01
WAS Holding Tank High Level Float Switch	LSH-1010-01
WAS Holding Tank Low Level Float Switch	LSL-1010-01

Devices:

WAS Holding Tank Blower No.2	WHT-BL-02
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Hardwired Interlocks

High Discharge Pressure
 High Discharge Temperature
 Blower Common Alarm (from blower starter)
 Phase Failure Relay
 Blower E-Stop

B. Local Automatic Control Mode

1. When a Blower is set to AUTO control at the MCC, one blower is to run at a time. When a blower's runtime exceeds the other by X hours, the blower with the lower runtime shall be called to run while the blower with the higher runtime is set to standby.

Automation:

- C. Remote Manual Control Mode
 - 1. None.
- D. Remote Automatic Control Mode
 - 1. None.
- E. Software Permissives
 - 1. None.
- F. Power Failure
 - 1. Control shall resume with the control mode established prior to the power failure.

Lockouts:

Low Low Level Switch – **Lock out all pumps** and trigger Low Low Level Alarm

Alarms:

Low Level Switch
 High Level Switch
 Lift Station Pump No.4 VFD Comm Alarm
 Lift Station Pump No.4 Common Alarm
 Lift Station Pump No.4 E-Stop Enabled
 Lift Station Pump No.5 VFD Comm Alarm
 Lift Station Pump No.5 Common Alarm
 Lift Station Pump No.5 E-Stop Enabled
 Lift Station Pump No.6 VFD Comm Alarm
 Lift Station Pump No.6 Common Alarm
 Lift Station Pump No.6 E-Stop Enabled
 Lift Station Pumps No.4-6 Well Level High High Alarm
 Lift Station Pumps No.4-6 Well Level Low Low Alarm.
 WAS Holding Tank High Level Alarm
 WAS Holding Tank Low Level Alarm
 WAS Blower No.2 Common Fault
 WAS Blower No.2 E-Stop Enabled
 WAS Holding Tank High Level Alarm
 WAS Holding Tank Low Level Alarm
 WAS Blower Low Header Pressure

RTU202 Reference Specification 40 61 96.10 Section 3.01**Process: DIGESTER BLOWERS****Instruments:**

Digester Blowers Pressure Transmitter	PE/PIT-1050-01	(in RTU201)
Digester Basin High Level Alarm	LSH-1030-01	(in RTU201)

Devices:

Digester Blower No.2	EX-DG-BL-02
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Automation:

Three multistage centrifugal blowers will supply air to Digester Basins 3, 4, and 5. The three blowers will be housed in the existing digester blower building and will work in a two duty, one standby configuration. Durations defined here within shall be operator adjustable.

Section 3.02 B.**Setpoints**

The HMI shall include the following setpoints at a minimum:

1. Start/Stop Durations (Seconds)
2. Blower Rotation Duration (Hours)

Section 3.02 C.**Remote Manual Control Mode**

None

Remote Automatic Control Mode

When a Blower is set to AUTO, the Blower will be called to run from SCADA.

When the LEAD Blower gets up to speed for 60 seconds, the next Blower in the sequence will start.

Blower Sequencing:

- a. Blowers are to operate on a LEAD and LAG operation, no more than 2 Blowers are to run at one time.
- b. The operator shall have the ability to assign blowers as LEAD, LAG, and STANDBY from the HMI.
- c. When the Operator selects AUTO SEQUENCE at the HMI:
 - The previous LEAD Blower will be designated as STANDBY.
 - The previous LAG Blower will be designated as LEAD.
 - The previous STANDBY will be designated as LAG.
 - If a Blower runtime is less than the other two blowers runtime by 24 hours, it will be designated as the LEAD Blower.
 - If a Blower's runtime exceeds the other two blowers runtime by 24 hours, it will be designated as the LAG Blower.

Associated Control Panels

- Digester Blower No.2 Local Control Panel
- Digester Blower No.2 RVSS

Associated Loop Numbers: 1052**3.02 E. Software Permissive:**

- Digester Blower No.2 RVSS Alarm
- Digester Blower No.2 Common Alarm
- Digester Blower No.2 E. Stop Enabled

3.02 F. Power Failure:

Control shall resume with the control mode established prior to the power failure.

Additional Site Details:

PLC-ILS has been separated into TWO (2) RTUs: RTU201 & RTU202. Process and Instrumentation detail drawings exist for this project. PI-1 through PI-25 (sheet 451-475). **Recommend referencing these drawings during preplanning, project review and programming phases. Control Loop narratives also exist in specification sections 40 61 96.01 through 12.**

Custom graphical displays of telemetry/project data will be built in a **style specific to the utility.**

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Field Services:

Type	Trips (Not to exceed)	Onsite Hours / Trip (Not to exceed)
Integration Survey	1	6
Wire Termination (1 person)	1	11
SCADA & Automation	1	4
Commissioning & Training	1	34
Punchlist Resolution	1	34

RAS 1 - RTU203 (\$78,682.00)**Enclosure:** 60x36x10 12 Steel Wall mount w/ Clamp, Saginaw**Finish:** Grey**Mounting location:** Per engineer's plans and specifications.**System ID:** CITALV**Communications:** Network – RJ45 (protocol: TCP/IP)**PLC:** Yes**Panel Mount OIT:** No**UL - 508A:** Yes**Control Panel Materials:**

Qty	Item
1	MBP-3
2	MBP-2
1	Power Supply Module
1	Switch Interface Module
1	Programmable Logic Controller (800)
1	PLC Bypass Card
2	Digital Monitor Module
3	Digital Control Module 4 Output
4	Analog Monitor Module
2	Analog Control Module
3	Battery, 7 Amp hour
1	Power supply, 24 VDC 100 Watt
12	Relay, 6mm, 110 VAC
1	Relay, 14mm, 110 VAC
1	Single Phase Surge Suppressor
1	Transient Filter Shield
1	DC Bias Surge Protector
24	Signal Surge Protector, 1 Channel
1	Terminal Block Switch, On/Off
1	Circuit Breaker, 10A
1	Circuit Breaker, 15A
1	Circuit Breaker, 20A
24	Terminal block, Field, Analog, Multi-level
76	Terminal block, Field, Digital, Multi-level
4	Terminal block, Field, Endplate, Multi-level
1	Heater, Temp & humidity controller
1	Switch, Intrusion, NEMA 4x, Door

Provided Field Instrumentation:

Qty	Item
None	

Miscellaneous

Qty	Item
1	1.02 J - Instrumentation Coordination
1	40 80 00 Standard Acceptance Testing
1	Base Page

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1	Shipping & Handling & Freight
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Hardwired IO Summary:

	Digital Inputs (DI)	Digital Outputs (DO)	Analog Inputs (AI)	Analog Outputs (AO)
Wired	44	8	10	6
Spare	20	4	6	2

Hardwired IO List:

Digital Inputs			
EX SEC CLAR 1 E-STOP	EX SEC CLAR 1 HI HI TORQ SHUTDWN	EX SEC CLAR 1 HI TORQ WARNING	EX SEC CLAR 1 OVERLOAD
EX SEC CLAR 1 RUNNING	EX SEC CLAR 2 E-STOP	EX SEC CLAR 2 HI HI TORQ SHUTDWN	EX SEC CLAR 2 HI TORQ WARNING
EX SEC CLAR 2 OVERLOAD	EX SEC CLAR 2 RUNNING	EX SEC CLAR 3 E-STOP	EX SEC CLAR 3 HI HI TORQ SHUTDWN
EX SEC CLAR 3 HI TORQ WARNING	EX SEC CLAR 3 OVERLOAD	EX SEC CLAR 3 RUNNING	R/W PS1 PUMP 1 AUTO MODE
R/W PS1 PUMP 1 FAULT	R/W PS1 PUMP 1 RUNNING	R/W PS1 PUMP 2 AUTO MODE	R/W PS1 PUMP 2 FAULT
R/W PS1 PUMP 2 RUNNING	R/W PS1 PUMP 3 AUTO MODE	R/W PS1 PUMP 3 FAULT	R/W PS1 PUMP 3 RUNNING
R/W PS1 PUMP 4 AUTO MODE	R/W PS1 PUMP 4 FAULT	R/W PS1 PUMP 4 RUNNING	R/W PS1 VALVE CLOSED
R/W PS1 VALVE FAULT	R/W PS1 VALVE OPENED	SEC CLAR 1 SCUM PMP AUTO MODE	SEC CLAR 1 SCUM PMP COMM ALRM
SEC CLAR 1 SCUM PMP E-STOP	SEC CLAR 1 SCUM PMP HAND MODE	SEC CLAR 1 SCUM PMP OFF MODE	SEC CLAR 1 SCUM PMP RUNNING
SEC CLAR 1 SWC RUNNING	SEC CLAR 2&3 SCUM PMP AUTO MODE	SEC CLAR 2&3 SCUM PMP COMM ALRM	SEC CLAR 2&3 SCUM PMP E-STOP
SEC CLAR 2&3 SCUM PMP HAND MODE	SEC CLAR 2&3 SCUM PMP OFF MODE	SEC CLAR 2&3 SCUM PMP RUNNING	SEC CLAR 2&3 SWS RUNNING

Digital Outputs			
FUTURE CLAR 1 SCPMP STRT/STOP	FUTURE CLAR 2&3 SCPMP STRT/STOP	R/W PS1 PUMP 1 START / STOP	R/W PS1 PUMP 2 START / STOP
R/W PS1 PUMP 3 START / STOP	R/W PS1 PUMP 4 START / STOP	R/W PS1 VALVE CLOSE COMMAND	R/W PS1 VALVE OPEN COMMAND

Analog Inputs			
CL2 CONTACT BASIN EFFL FLOW	FUTURE CLAR 1 SCPMP SPEED FB	FUTURE CLAR 2&3 SCPMP SPEED FB	R/W PS1 PUMP 1 SPEED IND
R/W PS1 PUMP 2 SPEED IND	R/W PS1 PUMP 3 SPEED IND	R/W PS1 PUMP 4 SPEED IND	R/W PS1 RAS FLOW 1
R/W PS1 RAS FLOW 2	R/W PS1 WAS FLOW		

Analog Outputs			
FUTURE CLAR 1 SCPMP CONTROL	FUTURE CLAR 2&3 SCPMP CONTROL	R/W PS1 PUMP 1 SPEED CONTROL	R/W PS1 PUMP 2 SPEED CONTROL
R/W PS1 PUMP 3 SPEED CONTROL	R/W PS1 PUMP 4 SPEED CONTROL		

RTU203 Reference Specification 40 61 96.05 Section 3.01**Process: SECONDARY CLARIFIERS – Note: RTU203 EXISTING CLARIFIERS 1, 2, 3 MONITOR ONLY****Instruments:**

None

Devices:

Secondary Clarifier No.1	EX-CL-01
Secondary Clarifier No.2	EX-CL-02
Secondary Clarifier No.3	EX-CL-03

A. Process Overview

1. Secondary clarifiers receive wastewater from the aeration basins. The secondary clarifiers remove floatable solids (scum) from the surface of the clarifier by skimmers into a scum trough and collect

settable solids (sludge) at the bottom of the clarifier with a rake. Secondary clarifiers will run continuously.

Automation:

None

E. Alarms

1. The HMI shall indicate the following alarms at a minimum:

- Clarifier No.1 High Torque Alarm.
- Clarifier No.1 High High Torque Alarm.
- Clarifier No.2 High Torque Alarm.
- Clarifier No.2 High High Torque Alarm.
- Clarifier No.3 High Torque Alarm.
- Clarifier No.3 High High Torque Alarm.
- Clarifier No.1 E. Stop Enabled
- Clarifier No.2 E. Stop Enabled
- Clarifier No.3 E. Stop Enabled
- Clarifier No.1 Overload Alarm
- Clarifier No.2 Overload Alarm
- Clarifier No.3 Overload Alarm

RTU203 Reference Specification 40 61 96.06 Section 3.01

Process: RAS PUMP STATION NO.1

Instruments:

RAS Flow Meter No.1	FE/FIT-1610-01
RAS Flow Meter No.2	FE/FIT-1610-02
WAS Flow Meter	FE/FIT-01611-01

Devices:

Existing RAS Pump No.1	EX-RW-01
Existing RAS Pump No.2	EX-RW-02
Existing RAS Pump No.3	EX-RW-03
Existing RAS Pump No.4	EX-RW-04
WAS Wasting Valve	MOV-1611-01

Automation:

The secondary clarifier sludge pumps discharge to a common header. The secondary sludge waste line branches off the common discharge header. Existing RAS pumps, on existing VFDs, will operate automatically based on raw influent flow to each train. One RAS pump dedicated to each clarifier with swing/standby pump. An electrically actuated WAS wasting valve will be opened/closed based on timer to send WAS to WAS holding tank. When a wasting cycle is initiated, WAS will be bled off from the discharge header by opening WAS control valve. When the WAS control valve is closed, the RAS will be returned to the aeration basins. When open, the WAS will be wasted to the sludge holding tanks. The operator will input total daily WAS flow to be wasted, number of times the WAS valve should open in a day, and the SCADA system calculates the WAS flowrate to be wasted in each cycle.

Remote Automatic Control Mode

a. RAS Pumps:

- 1). When the pump is set to AUTO control at the Pump VFD, the Pumps will be called to run from SCADA.
- 2). Flow Setpoints: The operator shall be able to select one of the following flow settings
 - a). The pump speed will be proportional to the amount of flow to the Headworks. The operator shall have the ability to set the percentage of flow to Aeration Basins 1-4.
 - b). The pump speed will be proportional to the amount of effluent leaving existing Chlorine Contact Basin No.1.

- 3). When a pump reaches 95% speed for 10 seconds, the next pump in the sequence will start and maintain minimum speed for 10 seconds, then incrementally increase in speed to match the proportion of flow to the aeration basins. As flow decreases, the pumps will incrementally decrease speed together until the desired flow is reached.
- 4). When the pumps reach minimum speed for 10 seconds to match the desired flow, the pump that is currently running, with the longest runtime, will shut off first. This will be repeated till the flow is matched or all pumps are off.
- 5). Pump Sequencing:
 - a). Pumps are to operate on a LEAD and LAG operation, no more than 3 pumps are to run at one time.
 - b). The operator shall have the ability to assign pumps as LEAD, LAG 1, LAG 2 and STANDBY from the HMI.
 - c). When the Operator selects AUTO SEQUENCE at the HMI:
 - The previous LEAD pump will be designated as STANDBY.
 - The previous LAG 1 pump will be designated as LEAD.
 - The previous LAG 2 will be designated as LAG 1.
 - The previous STANDBY pump will be designated as LAG 2.
- b. Wasting Valve:
 - 1). The operator will set the daily wasting flow setpoint at SCADA for WAS to be wasted in one day. WAS will only be wasted during operator work hours.
 - 2). Volume Based Operation:
 - a). When an Operator selects "Volume Based Operation", the Operator will be able to set the amount of sludge to be wasted. SCADA will open and close the WAS valve based on the flow reading from the WAS Holding Tank Flow Meters FIT-0611-01 and FIT-1611-01.
 - 3). Timer Based Operation:
 - a). When an Operator selects "TIMER BASED OPERATION", the Operator shall be able to input the duration of a wasting period and input the number of wasting periods in each day.

Lockouts

Software Permissive

- a. WAS Holding Tank High Level.

Hardwired Interlocks

Phase failure relay

VFD Failure

E-Stop enabled

WAS Holding Tank Level High

Power Failure

- a. Control shall resume with the control mode established prior to the power failure

Associated Loop Number(s): 1601-1604, 1610, 1611

Power Failure: Control shall resume with the control mode established prior to the power failure

Additional Details:

DFS PLCs, DFS server, DFS provided SCADA operator workstations and PCSI supplied fiber ring for the entire plant, including network cabinets, will be installed and in-service to monitor and control process equipment for the proposed train while the existing train improvements are being made. RTU203 (aka cabinet PLC-RAS1) is to be installed prior to improvements being made on the existing train.

Custom graphical displays of telemetry/project data will be built in a **style specific to the utility.**

Field Services:

Type	Trips (Not to exceed)	Onsite Hours / Trip (Not to exceed)
Integration Survey	1	6
Wire Termination (1 person)	1	11
SCADA & Automation	1	2
Commissioning & Training	1	28
Punchlist Resolution	1	28

RAS 2-1 - RTU204 (\$82,335.00)**Enclosure:** 60x36x10 12 Steel Wall mount w/ Clamp, Saginaw**Finish:** Grey**Mounting location:** Per engineer's plans and specifications.**System ID:** CITALV**Communications:** Network – RJ45 (protocol: TCP/IP)**PLC:** Yes**Panel Mount OIT:** No**UL - 508A:** Yes**Control Panel Materials:**

Qty	Item
1	MBP-3
2	MBP-2
1	Power Supply Module
1	Switch Interface Module
1	Programmable Logic Controller (800)
1	PLC Bypass Card
2	Digital Monitor Module
3	Digital Control Module 4 Output
4	Analog Monitor Module
3	Analog Control Module
3	Battery, 7 Amp hour
1	Power supply, 24 VDC 100 Watt
12	Relay, 6mm, 110 VAC
1	Relay, 14mm, 110 VAC
1	Single Phase Surge Suppressor
1	Transient Filter Shield
1	DC Bias Surge Protector
28	Signal Surge Protector, 1 Channel
1	Terminal Block Switch, On/Off
1	Circuit Breaker, 10A
1	Circuit Breaker, 15A
1	Circuit Breaker, 20A
28	Terminal block, Field, Analog, Multi-level
76	Terminal block, Field, Digital, Multi-level
4	Terminal block, Field, Endplate, Multi-level
1	Switch, Intrusion, NEMA 4x, Door

Provided Field Instrumentation:

Qty	Item
None	

Miscellaneous

Qty	Item
1	1.02 J - Instrumentation Coordination
1	40 80 00 Standard Acceptance Testing
1	Base Page
1	Shipping & Handling & Freight

Hardwired IO Summary:SCADA SOLUTIONS SINCE 1981 - www.dataflowsys.com - MADE IN THE USA WITH PRIDE

	Digital Inputs (DI)	Digital Outputs (DO)	Analog Inputs (AI)	Analog Outputs (AO)
Wired	47	9	11	7
Spare	17	3	5	5

Hardwired IO List:

Digital Inputs			
R/W PS2 PMP 1 AUTO MODE	R/W PS2 PMP 1 COMM ALRM	R/W PS2 PMP 1 E-STOP	R/W PS2 PMP 1 HAND MODE
R/W PS2 PMP 1 OFF MODE	R/W PS2 PMP 1 RUNNING	R/W PS2 PMP 1 VFD COMM ALRM	R/W PS2 PMP 3 AUTO MODE
R/W PS2 PMP 3 COMM ALRM	R/W PS2 PMP 3 E-STOP	R/W PS2 PMP 3 HAND MODE	R/W PS2 PMP 3 OFF MODE
R/W PS2 PMP 3 RUNNING	R/W PS2 PMP 3 VFD COMM ALRM	R/W PS2 VALVE CLOSED	R/W PS2 VALVE FAULT
R/W PS2 VALVE OPENED	R/W PS2 WASTE VALVE CLSD	R/W PS2 WASTE VALVE OPND	SB PMP 1 AUTO MODE
SB PMP 1 CHEM LEAK ALRM	SB PMP 1 HAND MODE	SB PMP 1 OFF MODE	SB PMP 1 RUNNING
SB VF 1 AUTO MODE	SB VF 1 FAULT	SB VF 1 RUNNING	SEC CLAR 5 E-STOP
SEC CLAR 5 OVERLOAD	SEC CLAR 5 PMP HI HI TORQ SHTDN	SEC CLAR 5 PMP HI TORQ WARNING	SEC CLAR 5 RUNNING
SEC CLAR SCUM PMP 3 AUTO MODE	SEC CLAR SCUM PMP 3 COMM ALRM	SEC CLAR SCUM PMP 3 E-STOP	SEC CLAR SCUM PMP 3 HAND MODE
SEC CLAR SCUM PMP 3 RUNNING	SEC CLAR SWS 5 RUNNING	SH PMP 1 AUTO MODE	SH PMP 1 CHEM LEAK ALRM
SH PMP 1 HAND MODE	SH PMP 1 HAND MODE	SH PMP 1 OFF MODE	SH PMP 1 RUNNING
SH VF 1 AUTO MODE	SH VF 1 FAULT	SH VF 1 RUNNING	

Digital Outputs			
PS2 VALVE CLOSE COMMAND	PS2 VALVE OPEN COMMAND	R/W PS2 PMP 1 START / STOP	R/W PS2 PMP 3 START / STOP
SB PUMP 1 START / STOP	SB VF 1 START/STOP	SEC CLAR SCUM PMP 3 START/STOP	SH PUMP 1 START / STOP
SH VF 1 START/STOP			

Analog Inputs			
R/W PS2 PMP 1 SPEED IND	R/W PS2 PMP 3 SPEED IND	RAS FLOW	SB PUMP 1 FEED RATE FEEDBACK
SB TANK LEVEL 1	SB VF 1 FEED RATE FEEDBACK	SEC CLAR SCUM PMP 3 SPEED FB	SH PUMP 1 FEED RATE FEEDBACK
SH TANK LEVEL 1	SH VF 1 FEED RATE FEEDBACK	WAS FLOW	

Analog Outputs			
R/W PS2 PMP 1 SPEED CTRL	R/W PS2 PMP 3 SPEED CTRL	SB PUMP 1 FEED RATE	SB VF 1 FEED RATE
SEC CLAR SCUM PMP 3 SPEED CTRL	SH PUMP 1 FEED RATE	SH VF 1 FEED RATE	

RTU204 Reference Specification 40 61 96.05 Section 3.01**Process: SECONDARY CLARIFIERS – Note: RTU204 include points for Secondary Clarifiers 5****Instruments:**

Scum Pump No.5 Pressure Switch	PSH-0520-01
Secondary Clarifier No.5 Torque Switch High	ZSH-0520-01
Secondary Clarifier No.5 Torque Switch High High	ZSHH-0520-01

Devices:

Secondary Clarifier No.5	CL-05
Scum Pump No.5	CL-SC-02
Solenoid Valve No.5	SV-0510-01

A. Process Overview

1. Secondary clarifiers receive wastewater from the aeration basins. The secondary clarifiers remove floatable solids (scum) from the surface of the clarifier by skimmers into a scum trough and collect settleable solids (sludge) at the bottom of the clarifier with a rake. Secondary clarifiers will run continuously.

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2. Scum collected in the scum trough will be pumped directly to the aerobic digesters via progressive cavity pumps. The flush valve associated with the scum trough will open 30 seconds prior to the scum pumps turning on to ensure the pumps do not run dry. The flush valve will remain on throughout the duration of the pump operation and close 30 seconds after the pumps turn off.

3. Secondary clarifier supplier shall provide a manufactured control panel to operate the clarifier. At a minimum the following controls shall be provided by the manufacturer.

D. Associated Control Panels

PLC-RAS2 2. Clarifier No.

Scum Pump Control Panel

Clarifier No.5 Scum Pump Control Panel

E. Associated Loop Numbers

0520, 0525, 1510, 1530

Automation:

Section 3.02 CONTROLLER PROGRAMMING (SCUM PUMP)

C. Remote Manual Control Mode

When a pump VFD is set to REMOTE at the pump control panel and MANUAL at SCADA, the operator shall be able to start and stop the pump. The operator shall set the desired pump speed.

D. Remote Automatic Control Mode

When a pump VFD is set to REMOTE at the pump control panel and AUTO at the HMI, SCADA will call the pump to run every 30 minutes. The operator shall set the desired pump speed.

F. Power Failure

Control shall resume with the control mode established prior to the power failure.

Section 3.03 B. Setpoints

1. The HMI shall include the following setpoints at a minimum:

Scum Pump No.5 Time between starts.

Scum Pump No.5 Speed Setpoint.

E. Alarms

1. The HMI shall indicate the following alarms at a minimum:

Clarifier No.5 High Torque Alarm.

Clarifier No.5 High High Torque Alarm.

Scum Pump No.5 Common Alarm

Scum Pump No.5 E. Stop Enabled

Clarifier No.5 E. Stop Enabled

Clarifier No.5 Overload Alarm

RTU204 Reference Specification 40 61 96.06 Section 3.02

Process: RAS PUMP STATION NO.2

Instruments:

RAS Pump No.1	RW-01
RAS Pump No.2	RW-02
RAS Pump No.3	RW-03

Devices:

RAS Pump No.1 Pressure Switch	PSH-0601-01
RAS Pump No.2 Pressure Switch	PSH-0602-01
RAS Pump No.3 Pressure Switch	PSH-0603-01
RAS Flow Meter	FE/FIT-0610-01
WAS Flow Meter	FE/FIT-0611-01

Process Overview:

The secondary clarifier sludge pumps discharge to a common header. The secondary sludge waste line branches off the common discharge header. RAS pumps, on VFDs, will operate automatically based on raw influent flow to each train. One RAS pump dedicated to each clarifier with swing/standby pump. An electrically actuated wasting valve will be opened/closed based on timer to send WAS to WAS holding tank. When a wasting cycle is initiated, WAS will be bled off from the discharge header by opening WAS control valve. When the WAS control valve is closed, the RAS will be returned to the aeration basins. When open, the WAS will be wasted to the sludge holding tanks. The operator will input total daily WAS flow to be wasted, and number of times the WAS valve should open in a day, and the SCADA system calculate the WAS flowrate to be wasted in each cycle

Remote Automatic Control Mode

a. RAS Pumps:

- 1). When the pump is set to AUTO control at the Pump VFD, the Pumps will be called to run from SCADA.
- 2). Flow Setpoints: The operator shall be able to select one of the following flow settings
 - a). The pump speed will be proportional to the amount of flow to the Headworks. The operator shall have the ability to set the percentage of flow to Aeration Basins 1-4.
 - b). The pump speed will be proportional to the amount of effluent leaving existing Chlorine Contact Basin No.1.
- 3). When a pump reaches 95% speed for 10 seconds, the next pump in the sequence will start and maintain minimum speed for 10 seconds, then incrementally increase in speed to match the proportion of flow to the aeration basins. As flow decreases, the pumps will incrementally decrease speed together until the desired flow is reached.
- 4). When the pumps reach minimum speed for 10 seconds to match the desired flow, the pump that is currently running, with the longest runtime, will shut off first. This will be repeated till the flow is matched or all pumps are off.
- 5). Pump Sequencing:
 - a). Pumps are to operate on a LEAD and LAG operation, no more than 3 pumps are to run at one time.
 - b). The operator shall have the ability to assign pumps as LEAD, LAG 1, LAG 2 and STANDBY from the HMI.
 - c). When the Operator selects AUTO SEQUENCE at the HMI:
 - (1). The previous LEAD pump will be designated as STANDBY.
 - (2). The previous LAG 1 pump will be designated as LEAD.
 - (3). The previous LAG 2 will be designated as LAG 1.
 - (4). The previous STANDBY pump will be designated as LAG 2.
- (5). If a pump's runtime is less than the other two pumps runtime by 12 hours it will be designated as the LEAD pump.
- (6). If a pump's runtime exceeds the other two pumps runtime by 12 hours it will be designated as the LAG pump.

b. Wasting Valve:

- 1). The operator will set the daily wasting flow setpoint at SCADA for WAS to be wasted in one day. WAS will only be wasted during operator work hours.
- 2). Volume Based Operation:
 - a). When an Operator selects "Volume Based Operation", the Operator will be able to set the amount of sludge to be wasted. SCADA will open and close the WAS valve based on the flow reading from the WAS Holding Tank Flow Meters FIT-0611-01 and FIT-1611-01.
- 3). Timer Based Operation:
 - a). When an Operator selects "TIMER BASED OPERATION", the Operator shall be able to input the duration of a wasting period and input the number of wasting periods in each day.

Software Permissive:

WAS Holding Tank High Level

Hardwired Interlocks

Phase failure relay

VFD Failure

E-Stop enabled

WAS Holding Tank Level High

RAS Pump High Pressure Switch

Section 3.02 C. Software Permissive

WAS Holding Tank High Level Alarm

Section 3.02 D. Power Failure

Control shall resume with the control mode established prior to the power failure.

Section 3.02 E. 2. Setpoints

Wasting Valve Open

Wasting Valve Close

Wasting Valve Timer Setpoint

Wasting Flow Setpoint

Flow Split between Aeration Basin Trains

Pump Maximum Speed (%)

Start/Stop Durations (Seconds)

Runtime Difference Setting (hours)

Section 3.02 E. 5. Calculated Alarms and Variables

Aeration Basin 5 & 6 RAS Flow Totalizer

WAS Holding Tank Flow Totalizer

Section 3.02 E. 6. Alarms

RAS Pump No.1 VFD Common Alarm

RAS Pump No.1 Common Alarm

RAS Pump No.1 E-STOP Enabled Alarm

RAS Pump No.3 VFD Common Alarm

RAS Pump No.3 Common Alarm

RAS Pump No.3 E-STOP Enabled Alarm

WAS Valve Fault

Associated Loop Number(s): 0621-0623, 1010**Additional Site Details:**Custom graphical displays of telemetry/project data will be built in a **style specific to the utility.****Field Services:**

Type	Trips (Not to exceed)	Onsite Hours / Trip (Not to exceed)
Integration Survey	1	6
Wire Termination (1 person)	1	12
SCADA & Automation	1	3
Commissioning & Training	1	32
Punchlist Resolution	1	31

RAS 2-2 - RTU205 (\$72,478.00)**Enclosure:** 60x36x10 12 Steel Wall mount w/ Clamp, Saginaw**Finish:** Grey**Mounting location:** Per engineer's plans and specifications.**System ID:** CITALV**Communications:** Network – RJ45 (protocol: TCP/IP)SCADA SOLUTIONS SINCE 1981 - www.dataflowsys.com - MADE IN THE USA WITH PRIDE

PLC: Yes

Panel Mount OIT: No

UL - 508A: Yes

Control Panel Materials:

Qty	Item
1	MBP-3
2	MBP-2
1	Power Supply Module
1	Switch Interface Module
1	Programmable Logic Controller (800)
1	PLC Bypass Card
1	Digital Monitor Module
3	Digital Control Module 4 Output
3	Analog Monitor Module
2	Analog Control Module
3	Battery, 7 Amp hour
1	Power supply, 24 VDC 100 Watt
12	Relay, 6mm, 110 VAC
1	Relay, 14mm, 110 VAC
1	Single Phase Surge Suppressor
1	Transient Filter Shield
1	DC Bias Surge Protector
20	Signal Surge Protector, 1 Channel
1	Terminal Block Switch, On/Off
1	Circuit Breaker, 10A
1	Circuit Breaker, 15A
1	Circuit Breaker, 20A
20	Terminal block, Field, Analog, Multi-level
60	Terminal block, Field, Digital, Multi-level
4	Terminal block, Field, Endplate, Multi-level
1	Switch, Intrusion, NEMA 4x, Door

Provided Field Instrumentation:

Qty	Item
None	

Miscellaneous

Qty	Item
1	1.02 J - Instrumentation Coordination
1	40 80 00 Standard Acceptance Testing
1	Base Page
1	Shipping & Handling & Freight

Hardwired IO Summary:

	Digital Inputs (DI)	Digital Outputs (DO)	Analog Inputs (AI)	Analog Outputs (AO)
Wired	38	8	8	6
Spare	10	4	4	2

Hardwired IO List:

Digital Inputs			
R/W PS2 PMP 2 AUTO MODE	R/W PS2 PMP 2 COMM ALRM	R/W PS2 PMP 2 E-STOP	R/W PS2 PMP 2 HAND MODE
R/W PS2 PMP 2 OFF MODE	R/W PS2 PMP 2 RUNNING	R/W PS2 PMP 2 VFD COMM ALRM	SB CONTAINMENT HI LVL ALRM
SB PMP 2 AUTO MODE	SB PMP 2 CHEM LEAK ALRM	SB PMP 2 HAND MODE	SB PMP 2 OFF MODE
SB PMP 2 RUNNING	SB VF 2 AUTO MODE	SB VF 2 FAULT	SB VF 2 RUNNING
SEC CLAR 2 PMP HI TORQ WARNING	SEC CLAR 2 PMP RUNNING	SEC CLAR 4 E-STOP	SEC CLAR 4 OVERLOAD
SEC CLAR 4 PMP HI HI TORQ SHTDN	SEC CLAR SCUM PMP 2 AUTO MODE	SEC CLAR SCUM PMP 2 COMM ALRM	SEC CLAR SCUM PMP 2 E-STOP
SEC CLAR SCUM PMP 2 HAND MODE	SEC CLAR SCUM PMP 2 RUNNING	SEC CLAR SWS 4 RUNNING	SH CONTAINMENT HI LVL ALRM

SH PMP 2 AUTO MODE	SH PMP 2 CHEM LEAK ALRM	SH PMP 2 HAND MODE	SH PMP 2 OFF MODE
SH PMP 2 RUNNING	SH PUMP 2 CHEM LEAK ALRM	SH STORAGE HIGH LEVEL ALRM	SH VF 2 AUTO MODE
SH VF 2 FAULT	SH VF 2 RUNNING		

Digital Outputs			
PS2 VALVE CLOSE COMMAND	PS2 VALVE OPEN COMMAND	R/W PS2 PMP 2 START / STOP	SB PMP 2 START / STOP
SB VF 2 START/STOP	SEC CLAR SCUM PMP 2 START/STOP	SH PMP 2 START / STOP	SH VF 2 START/STOP

Analog Inputs			
CHLORINE CONTACT BASIC FLOW	R/W PS2 PMP 2 SPEED IND	SB PMP 2 FEED RATE FEEDBACK	SB TANK 2 LEVEL
SB VF 2 FEED RATE FEEDBACK	SEC CLAR SCUM PMP 2 SPEED FB	SH TANK 2 LEVEL	SH VF 2 FEED RATE FEEDBACK

Analog Outputs			
R/W PS2 PMP 2 SPEED CTRL	SB PMP 2 FEED RATE	SB VF 2 FEED RATE	SEC CLAR SCUM PMP 2 SPEED CTRL
SH PMP 2 FEED RATE	SH VF 2 FEED RATE		

RTU205 Reference Specification 40 61 96.05 Section 3.01

Process: SECONDARY CLARIFIERS – Note: RTU205 include points for Secondary Clarifier 4

Instruments:

Secondary Clarifier No.4 Torque Switch High	ZSH-0510-01
Secondary Clarifier No.4 Torque Switch High High	ZSHH-0510-01
Scum Pump No.4 Pressure Switch	PSH-0525-01

Devices:

Secondary Clarifier No.4	EX-CL-01
Scum Pump No.4	CL-SC-01
Solenoid Valve No.4	SV-0510-01

A. Process Overview

1. Secondary clarifiers receive wastewater from the aeration basins. The secondary clarifiers remove floatable solids (scum) from the surface of the clarifier by skimmers into a scum trough and collect settleable solids (sludge) at the bottom of the clarifier with a rake. Secondary clarifiers will run continuously.
2. Scum collected in the scum trough will be pumped directly to the aerobic digesters via progressive cavity pumps. The flush valve associated with the scum trough will open 30 seconds prior to the scum pumps turning on to ensure the pumps do not run dry. The flush valve will remain on throughout the duration of the pump operation and close 30 seconds after the pumps turn off.
3. Secondary clarifier supplier shall provide a manufactured control panel to operate the clarifier. At a minimum the following controls shall be provided by the manufacturer.

D. Associated Control Panels

PLC-RAS2
Clarifier No.4 Scum Pump Control Panel

E. Associated Loop Numbers

0510, 0515, 1510, 1520

Automation:

RTU205 Section 3.02 CONTROLLER PROGRAMMING (SCUM PUMP)

C. Remote Manual Control Mode

When a pump VFD is set to REMOTE at the pump control panel and MANUAL at SCADA, the operator shall be able to start and stop the pump. The operator shall set the desired pump speed.

D. Remote Automatic Control Mode

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When a pump VFD is set to REMOTE at the pump control panel and AUTO at the HMI, SCADA will call the pump to run every 30 minutes. The operator shall set the desired pump speed.

F. Power Failure

Control shall resume with the control mode established prior to the power failure.

RTU205 Section 3.03

B. Setpoints

1. The HMI shall include the following setpoints at a minimum:

Scum Pump No.4 Time between starts.

Scum Pump No.4 Speed Setpoint.

E. Alarms

1. The HMI shall indicate the following alarms at a minimum:

Clarifier No.4 High Torque Alarm.

Clarifier No.4 High High Torque Alarm.

Clarifier No.4 E. Stop Enabled

Clarifier No.4 Overload Alarm

Scum Pump No.4 Common Alarm

Scum Pump No.4 E. Stop Enabled

RTU205 Reference Specification 40 61 96.06 Section 3.02

Process: RAS PUMP STATION NO.2

Instruments:

RAS Pump No.2

RW-02

Devices:

RAS Pump No.2 Pressure Switch

PSH-0602-01

Process Overview:

The secondary clarifier sludge pumps discharge to a common header. The secondary sludge waste line branches off the common discharge header. RAS pumps, on VFDs, will operate automatically based on raw influent flow to each train. One RAS pump dedicated to each clarifier with swing/standby pump. An electrically actuated wasting valve will be opened/closed based on timer to send WAS to WAS holding tank. When a wasting cycle is initiated, WAS will be bled off from the discharge header by opening WAS control valve. When the WAS control valve is closed, the RAS will be returned to the aeration basins. When open, the WAS will be wasted to the sludge holding tanks. The operator will input total daily WAS flow to be wasted, and number of times the WAS valve should open in a day, and the SCADA system calculate the WAS flowrate to be wasted in each cycle

Section 3.02 3. Remote Automatic Control Mode

a. RAS Pumps:

- 1). When the pump is set to AUTO control at the Pump VFD, the Pumps will be called to run from SCADA.
- 2). Flow Setpoints: The operator shall be able to select one of the following flow settings
 - a). The pump speed will be proportional to the amount of flow to the Headworks. The operator shall have the ability to set the percentage of flow to Aeration Basins 5 & 6.
 - b). The pump speed will be proportional to the amount of effluent leaving existing Chlorine Contact Basin No.2.
- 3). When a pump reaches 95% speed for 10 seconds, the next pump in the sequence will start and maintain minimum speed for 10 seconds, then incrementally increase in speed to match the proportion of flow to the aeration basins. As flow decreases, the pumps will incrementally decrease speed together until the desired flow is reached.

4). When the pumps reach the minimum speed for 10 seconds to match the desired flow, the pump that is currently running, with the longest runtime, will shut off first. This will be repeated till the flow is matched or all pumps are off.

5). Pump Sequencing:

a). Pumps are to operate on a LEAD and LAG operation, no more than 3 pumps are to run at one time.

b). The operator shall have the ability to assign pumps as LEAD, LAG 1, LAG 2 and STANDBY from the HMI.

c). When the Operator selects AUTO SEQUENCE at the HMI:

(1). The previous LEAD pump will be designated as STANDBY.

(2). The previous LAG 1 pump will be designated as LEAD.

(3). The previous LAG 2 will be designated as LAG 1.

(4). The previous STANDBY pump will be designated as LAG 2.

(5). If a pump's runtime is less than the other two pumps runtime by 12 hours it will be designated as the LEAD pump.

(6). If a pump's runtime exceeds the other two pumps runtime by 12 hours it will be designated as the LAG pump.

b. Wasting Valve:

1). The operator will set the daily wasting flow setpoint at SCADA for WAS to be wasted in one day. WAS will only be wasted during operator work hours.

2). Volume Based Operation:

a). When an Operator selects "Volume Based Operation", the Operator will be able to set the amount of sludge to be wasted. SCADA will open and close the WAS valve based on the flow reading from the WAS Holding Tank Flow Meters FIT-0611-01 and FIT-1611-01.

3). Timer Based Operation:

a). When an Operator selects "TIMER BASED OPERATION", the Operator shall be able to input the duration of a wasting period and input the number of wasting periods in each day.

Hardwired Interlocks

Phase failure relay

VFD Failure

E-Stop enabled

WAS Holding Tank Level High

RAS Pump High Pressure Switch

Section 3.02 C. Software Permissive

WAS Holding Tank High Level Alarm

Section 3.02 D. Power Failure

Control shall resume with the control mode established prior to the power failure.

Section 3.02 E. 2. Setpoints

Wasting Valve Open

Wasting Valve Close

Wasting Valve Timer Setpoint

Wasting Flow Setpoint

Flow Split between Aeration Basin Trains

Pump Maximum Speed (%)

Start/Stop Durations (Seconds)

Runtime Difference Setting (hours)

Section 3.02 E. 5. Calculated Alarms and Variables

Aeration Basin 5 & 6 RAS Flow Totalizer

WAS Holding Tank Flow Totalizer

Section 3.02 E. 6. Alarms

RAS Pump No.2 VFD Common Alarm
 RAS Pump No.2 Common Alarm
 RAS Pump No.2 E-STOP Enabled Alarm
 WAS Valve Fault

Additional Site Details:

Custom graphical displays of telemetry/project data will be built in a **style specific to the utility.**

Field Services:

Type	Trips (Not to exceed)	Onsite Hours / Trip (Not to exceed)
Integration Survey	1	6
Wire Termination (1 person)	1	10
SCADA & Automation	1	2
Commissioning & Training	1	26
Punchlist Resolution	1	25

PCC - RL DA10D - RTU206 (\$86,593.00)

Enclosure: 60x36x10 12 Steel Wall mount w/ Clamp, Hoffman

Finish: Grey

Mounting location: Per engineer's plans and specifications.

System ID: CITALV

Communications: Protocol Converter – RJ45 (protocol: Modbus TCP)

PLC: No

Panel Mount OIT: No

UL - 508A: Yes

Control Panel Materials:

Qty	Item
7	Analog isolator & converter, DIN rail
1	Heater, Temp & humidity controller
2	Network switch, Moxa, 8 RJ45, DIN mount, Unmanaged
2	Outlet, DIN mount, 120 VAC, Duplex, GFCI
2	Power Supply, MW, 120W 12VDC
2	Power Supply, MW, Redundancy Module, 24VDC, 20A
7	Protocol Converter, Red Lion DA10D
7	Surge Protector, Ethernet, RJ45, DIN Mount
1	Switch, Intrusion, NEMA 4x, Door

Provided Field Instrumentation:

Qty	Item
None	

Miscellaneous

Qty	Item
1	1.02 J - Instrumentation Coordination
1	40 80 00 Standard Acceptance Testing
1	Base Page
1	Shipping & Handling & Freight

Hardwired IO Summary:

	Digital Inputs (DI)	Digital Outputs (DO)	Analog Inputs (AI)	Analog Outputs (AO)
Wired	0	0	0	0
Spare	0	0	0	0

Hardwired IO List:

Digital Inputs
None

Digital Outputs
None
Analog Inputs
None
Analog Outputs
None

Protocol Conversion from third party panels will utilize Red Lion Model DA10D Product Manual link: https://www.redlion.net/sites/default/files/DA10D%20Product%20Manual_0.pdf				
CABINET(s)	VDI	VDO	VAI	VAO
1-CS	16	0	5	0
2-FS1,FS2,GR	58	0	14	1
3-AB2 1-4	25	1	33	0
4-AB2 5&6	32	0	22	0
5-MTCP1,MTCP2	42	0	5	0
6-BPCP	24	0	3	0
7-NPW	29	0	3	0
Plus up to 10 percent by type. Additional IO over 10 percent may require a costed change order.				

RTU206 MODBUS PROTOCOL CONVERSION AND MAPPING TO HSS FOR HMI, REPORTING, TRENDING, & ALARMS REFER TO SECTIONS:

40 61 96.01 COARSE SCREEN

Associated Control Panel: PLC-CS

Associated Loop Numbers: 0100

40 61 96.03 HEADWORKS

Associated Control Panels: PLC-FS1, PLC-FS2, PLC-GR

Associated Loop Numbers: 0310, 0311, 0312, 0320, 0321, 0350, 0351, 0352, 0355, 0356

Associated Loop Numbers(s): 0400, 0420, 0421, 0422, 0423, 0450, 0452, 0453, 0460, 0462, 0463

40 61 96.04.01 AERATION BASINS 1-4

Associated Control Panels 1. PLC-AB2

Associated Loop Numbers(s) 1. 1400, 1411, 1421, 1431, 1441

40 61 96.04.02 AERATION BASIN BLOWERS 5&6

Associated Control Panels: PLC-AB2

40 61 96.08 THICKENERS

Associated Control Panels: Thickener Control Panel MTCP1 Thickener Control Panel MTCP2

Associated Loop Numbers: 0901, 0902, 0911, 0912, 0921, 0922, 1010

40 61 96.11 DEWATERING BELT PRESS SYSTEM

Associated Control Panels: Belt Filter Press Control Panel "BPCP"

Associated Loop Numbers: 1030, 1050, 1100-1102, 1110, 1120-1122

40 61 96.12 NON POTABLE WATER

Associated Control Panels: PLC-NPW

Associated Loop Numbers: 1200, 0800

Additional Site Details:

Section 40 61 13 1.02 C – Integration to Manufacturer Supplied Control Panels, by DFS shall be by utilizing Red Lion's Model DA10D to convert third-party signals to Modbus TCP protocol for compatibility with the Data Flow Systems HyperTAC HT4 SCADA Server. Each third-party control panel Manufacturer shall be required to provide signals in a protocol format that is supported by the Red Lion Model DA10D and assure that Control shall resume with the control mode established prior to the power failure per engineer's specifications.

Custom graphical displays of telemetry/project data will be built in a **style specific to the utility.**

Field Services:

Type	Trips (Not to exceed)	Onsite Hours / Trip (Not to exceed)
Integration Survey	1	6
SCADA & Automation	1	29
Commissioning & Training	2	23
Punchlist Resolution	2	22.5

PROJECT DETAILS**DFS Scope of Work:**

DFS will assemble, program, and/ or modify control panels and or automation programming and custom screens as described above and then test them in our facility. After testing is complete, DFS will ship above described RTUs and or RTU upgrades to the location designated by the customer. Any listed antenna system will be installed by DFS unless otherwise indicated above.

Panel construction and or modifications will maintain standard DFS materials and wiring practices unless noted otherwise.

Any conduit provided by DFS will be flex or rigid PVC, unless otherwise noted.

DFS will complete all configurations at the central site and provide on-site start-up services and operator training unless otherwise indicated above.

Submittals and O&M Manuals will be distributed via electronic mail in Adobe PDF format. This quote includes (5) printed and bound copies of the Submittal, (5) printed and bound copies of the O&M Manual (including a USB flash drive with electronic copy and all applicable PLC and or server logic code) as well as a set of waterproof as-built drawings (when applicable) for each RTU. Additional printed Submittal, O&M Manual or drawing set copies are available at \$35.00 each. For projects consisting of programming only with no panel manufacturing or modification, this quotation may be used for approval in lieu of a submittal. Please feel free to contact DFS with any questions concerning this project or changes in your telemetry system.

Site Readiness

It is the responsibility of others to ensure that site(s) are ready for scheduled work and to coordinate the presence of technical personnel or specialists required for support to be on site or readily available. Additional trips and/or site-services resulting from the lack of site readiness may be billed on a time and material basis.

Standard System Operation Methodologies:

DFS standard methodologies employed throughout the utility's current control system will be used to maintain operational continuity.

Each device controlled will be done so using software device controllers. Software device controllers use operator's defined Min, Max, and Manual Control set points as well as Current status in addition to the device controller basic and operational criteria. The Min and Max set points define in percent the range the devices are permitted to operate during the automatic process. The Manual Control set point defines the device operation when called to operate in manual. The Manual Control set point is overridden when the device is made available to the automatic process.

When applicable, rate or speed of a device will be governed using the process controller in the process description.

When the process variable instrument registers a value to operate a device based on the Start operation set point more than 10 seconds, the assigned device will be called to operate. The device will continue to operate until a Stop operation set point value has been obtained in excess of 10 seconds. When multiple devices are required to operate, each device will function in a similar manner.

Device controllers with automatic algorithms will maintain the following basic and operational criteria. Each device will be monitored for Local/Remote (HOA in Auto equals "Remote") and Run Status if available. If a controlled device is not equipped with a HOA switch it will always be considered in Remote. If a controlled device is not equipped with a Run Status it will always be considered as operating correctly. The controls for each device will include a Manual/Auto and either a Stop/Start, Open/Close or other appropriate control. The digital input from the device's HOA determines its availability for control by the SCADA system, "Remote" being the permissive signal for SCADA control. The software Manual/Auto control dictates whether the device will be controlled manually or automatically via SCADA. A device is considered available to the automatic process when it is in "Remote" and "Auto" and the device has not failed. A device is deemed "failed" when it has been called to operate by the automatic process and the device status indication has not operated as expected more than 30 seconds. To clear a device, fail condition, simply place the device back into "Manual" or "Local" until the condition has cleared.

All set points residing in the PLC will have default factory values when shipped. The set points can then be modified by an operator via SCADA or available HMIs as needed. New set point values will be retained in the PLC in the event of a power cycle.

GRAPHICAL DISPLAYS

Custom graphical displays of telemetry/project data will be built in a **style specific to the utility**. The screen/displays will show basic process flow and instrumentation placement relative to this flow, with device control and status represented consistent in style with other custom HMI screens on the utility's HyperSCADA server. HMI screens are developed during the programming phase of a project. A copy of the HMI screens, if applicable, will be submitted for review upon completion. If the utility has adopted a graphical standard other than DFS, contact the DFS project coordinator to provide examples.

Additional Details

Hardwired I/O Requirements:

- a. All digital inputs to the DFS RTU will be of a dry contact type, terminal connections to be provided by the MCC manufacture/contractor/customer.
- b. DFS digital inputs utilize a 24 VDC battery backed bias. In cases where voltage drop from long wire runs makes 24 VDC impractical or where existing monitoring of contacts is done with 120 VAC, 120 VAC will be used.
- c. Mixing multiple sources of power will not be permitted.
- d. All digital outputs from DFS RTU will be dry contacts and provide for 120VAC at 10amp capacity.
- e. All analog input signals will be 4-20mA (preferred) or 0-5VDC, and use Shielded Cable.
- f. 4-20 mA signals at minimum to provide 500-ohm impedance drive.
- g. All pulse inputs to be dry contact, and mechanically operated.
- h. All penetrations must be made to the bottom of the enclosure unless coordinated with DFS prior to submittal completion.
- i. The field terminal blocks in the DFS RTU provide for stranded wire with a maximum size of 12AWG.

Requirements for third party PLCs connected by Modbus TCP to Hyper SCADA Server (HSS):

- a. The architecture will be a Client (Master)/Server (Slave) relationship with provision for the HSS to be the Modbus Client and the automation PLC the Modbus Server.
- b. The Modbus addressing maps (including the type of digital outputs from telemetry, momentary or maintained) and P&ID drawing for the site must be provided prior to DFS submittal preparation. These maps shall include:
 1. IP address of the PLC acting as Modbus TCP Server
 2. Each point's datatype (incl identifying momentary digitals)

3. Each point's Modbus address (not a PLC internal register which is offset from the address used in the Modbus message)
 4. Each point's descriptive tag up to a maximum of 20 alpha-numeric characters.
 5. Matching high and low raw and high and low engineering values for analog registers which require scaling
 6. Units for analog points
 7. On-state and off-state alphanumeric labels for digital inputs and digital outputs
- c. The HSS will interface with the automation PLC using Modbus TCP over TCP/IP network.
 - d. Standard 5-digit registers must be used and formatted with 0XXXX for digital outputs (coils), 1XXXX for digital inputs, 3XXXX for analog inputs, and 4XXXX for analog output holding registers. HSS logic programming to interpret the values of multi-state analogs or resetting momentary inputs is not included in the scope of this quote. Momentary points must be reset by the PLC.
 - e. Packing Modbus digital inputs or digital outputs as bits in the 4XXXX or 3XXXX range is not permitted.
 - f. All Analog points over the Modbus link shall be unsigned integers (0-65535, 16-bit, point type AI or AO) or 32-bit floating points (point type EI or EO). Integers which require scaling must be accompanied by scaling information in the form of high and low raw values relative to high and low engineering values.
 - g. There will be no "spare" points assigned. If additional points need to be added in the future, their addition to HSS configurations and custom screens requires the same amount of labor as relabeling a spare point and integrating it into a custom screen.
 - h. Unless specified above, the translation from the automation PLC I/O to Modbus TCP protocol in required format is the responsibility of the automation PLC provider. Any necessary translation devices or programming for the automation PLC is the responsibility of others.
 - i. If the automation PLC/control panel features a local OIT, all command setpoints and device operators (device manual/auto selection, start/stop controls, level setpoints, etc.) shall be programmed such that an operator changing a setting at the local OIT, or through the HSS will automatically update the registers at the other location without additional user intervention, allowing control to be performed seamlessly either from the local OIT or remotely via SCADA.
 - j. The programmer responsible for the 3rd party PLC must be available, either on-site or with remote access to the automation PLC during system start-up.

Work to be Performed by Contractor/Others:

- a. RTU installation.
- b. All required panel mounting structures and related hardware are to be provided and installed by others.
- c. Make the site and personnel available to operate the system as needed when work is scheduled.
- d. Conduit, signal and 120 VAC power to the DFS panel will be provided and installed by electrical subcontractor, in accordance with NEC. AC service wires, digital signal wires and analog circuit wires shall not occupy the same conduits. The field terminal blocks in the DFS RTU provide for stranded wire with a maximum size of 12AWG. (also refer to Hardwired I/O Requirements listed above)
- e. Wire terminations external to the DFS RTU(s) is the responsibility of contractor/others.
- f. Providers of the Electrical Service are responsible for the quality of the power supplied. Any requirements to improve quality; isolation transformer, filtering or UPS shall be provided by the contractor/others.
- g. Provide and install all required instrumentation and associated material.
- h. Surge protection to protect devices outside of the DFS RTU panel is the responsibility of instrumentation/device providers/others. Providers of instrumentation, devices and services are responsible for signal/noise quality to meet the requirements of the control/telemetry system.
- i. Conduit for tower/antenna coax cable, if required by project. This conduit shall be 1 1/2" minimum and routed from base of proposed tower installation to DFS RTU panel for coaxial cable. All bends

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shall conform to NEC for smooth radius (lead sheath) bends 11" min. No LB's or right-angle fittings are permitted on this conduit.

- j. It is the responsibility of the contractor to coordinate any tower location, if required for this project, with the owner/engineer.
- k. Contractors or others shall be responsible for tower installation services, if a tower is required for this project.
- l. Grounding and Bonding of the antenna tower, tower ground rod, RTU and Power Utilities ground rod is the responsibility of others. The grounds lugs and taps for all need to be bonded together using a continuous single 6 AWG solid bare copper wire. Improper grounding will void the DFS lightning and surge warranty.
- m. Demolition, removal and/or relocation of existing equipment if required by this project.
- n. Any required permitting and associated fees.

Utility Submittal Involvement

A submittal copy will be issued to the utility for review during the submittal phase. Inputs from the utility are expected to be included with submittal comments and/or approval.

HSS002-2 Server & HMI Workstation: (\$23,405.00)

Qty	Item
1	1.02 F - OWS Wrkstn 4-Monitors, Keyboard, Mouse
1	Hyper SCADA Server (HSS002-2) Redundant

Miscellaneous: (\$85,000.00)

Qty	Item
1	1.02 C - Integration to Mfg Control Panels
2	1.02 G - HMI Workshops - Screen Development
2	1.02 K - Interface Coordination with Others
4	3.01 B - Four After Acceptance Warranty Trips

Spare Parts: (\$12,792.00)

Qty	Item
1	PSM
1	SIM
1	PLC800
1	PBC
2	DMM
2	DCM-4 Out
2	AMM
1	ACM
6	6mm, 110 VAC SPDT, 6A
2	14mm, 110 VAC SPDT, 16A
2	SPS-001
2	TFS-001
1	CITEL, DS220S-24DC
10	ASI, 1x Analog, DIN
10	Fuse, 1 Amp
5	Fuse, 2 Amp
5	Fuse, 4 Amp
5	Fuse, 10 Amp
1	Analog isolator & converter, DIN rail
1	Network switch, Moxa, 8 RJ45, DIN mount, Unmanaged
1	Power Supply, MW, 120W 12VDC
1	Power Supply, MW, Redundancy Module, 24VDC, 20A
1	Protocol Converter, Red Lion DA10D

Lead Time

Submittal: 60 days, after acceptance of order and any required documentation.

Equipment: 150 days, after receipt of approved submittal.

Pricing & Terms:

Addendums 1 and 2 are acknowledged. This quotation totals ~~\$621,077.00~~. (Project cost \$573,744.00 plus sales tax ~~\$47,333.00~~) Pricing assumes credit approval by DFS and is based on DFS's general terms & conditions governing quotations and performance. This proposal will be honored for 90 days. DFS will submit an invoice for each activity and the payment schedule is as follows:

25% Mobilization (upon submittal approval)

55% Delivery of Product

15% Start Up

5% Completion of Punch List items

QUOTATION NOTES:

1. Only those items and services specifically listed above are included in this quotation.
2. Please note that lead times may be affected by product/material availability.
3. Pricing includes all applicable taxes. If you are tax-exempt, notify DFS and the pricing in the contract documents will reflect the removal of taxes. A copy of your tax-exempt certificate will be required.
4. Pricing assumes credit approval of the purchaser by DFS and is based on DFS's General Terms & Conditions Governing Quotations and Performance. These Terms and conditions may be viewed by visiting our website at <https://dataflowsys.com/wp-content/uploads/2023/12/DFS-LLC-GENERAL-TERMS-CONDITIONS.pdf>
5. While DFS is willing to consider the Purchasers' requests for alternate terms and conditions, the adoption of such terms and conditions will be at the sole discretion of DFS and will make necessary a commensurate adjustment in quoted price.
6. Worksite(s) must be accessible by DFS vehicles and DFS crews must have access to work site(s) to perform work during all daylight hours, seven (7) days a week excluding holidays.
7. All items shipped will be billed at the time of shipment. Shipping is included.
8. DFS imposes a surcharge of 3.5% (which is not greater than our cost of acceptance) on the transaction amount on all invoices for which payment is remitted via MasterCard and/or Visa credit card products.
9. This quotation does not include bonding, any required permitting, sealed drawings, or associated fees.
10. This quotation stipulates that DFS' existing insurance provider(s) and policy coverage are acceptable to the Purchaser. DFS insurance information can be provided upon request.

Allowances

ALLOWANCES
PROJECT: ALVIN WWTP EXPANSION

	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	COMMENTS
<u>GENERAL</u>						
	BUILDERS RISK	LS	1	500,000.00	500,000	MOVED TO ALLOWANCE AS AGREED UPON BY THE CITY AND THE CMAR
<u>DEMOLITION</u>						
	MOVE SLUDGE IN EXISTING DIGESTERS	LS	1	25,000.00	25,000	EXISTING CONDITIONS NOT KNOWN, DO NOT EXPECT FULL CLEANOUT, JUST LABOR TO MOVE SLUDGE
	FILL IN OLD LIFT STATION AT STORAGE BUILDING	LS	1	30,000.00	30,000	WILL BE CONFIRMED ONCE NEW ELECTRICAL BUILDING STRUCTURE IS EXCAVATED TO GRADE
	CONCRETE SPALL REPAIR	CF	10	500.00	5,000	TO BE CONFIRMED ONCE BASIN IS DRAINED AND INSPECTED
	CONCRETE CRACK REPAIR	LF	25	80.00	2,000	TO BE CONFIRMED ONCE BASIN IS DRAINED AND INSPECTED
	TOUCH-UP REPAIR OF EXISTING PAINTED STRUCUTRES	LS	1	5,000.00	5,000	PER CITY REQUEST, QUANTITIES TBD
<u>HEADWORKS</u>						
	GANTRY CRANE FOR GRIT PUMPS	LS	1	3,000.00	3,000	ONE GANTRY CRANE FOR NEW GRIT PUMPS
<u>EXISTING AERATION BASINS/GRIT</u>						
	EXISTING DIFFUSER MAINTENANCE	LS	1	25,000.00	25,000	REPAIRS OR MAINTENANCE TO EXISTING DIFFUSERS IN EXISTING AERATION BASINS 1-4
<u>EXISTING RAS/WAS PUMP STATION</u>						
	OTHER ENHANCEMENTS	LS	1	20,000.00	20,000	MINOR IMPROVEMENTS TO EXISTING BUILDING NOT YET DEFINED
<u>EXISTING CHLORINE CONTACT</u>						
	REMOVE EXISTING INTERIOR COATING	LS	1	10,000.00	10,000	TO BE CONFIRMED ONCE BASIN IS DRAINED AND INSPECTED
<u>EXISTING DIGESTER BLOWER BUILDING</u>						
	OTHER ENHANCEMENTS	LS	1	20,000.00	20,000	MINOR IMPROVEMENTS TO EXISTING BUILDING NOT YET DEFINED
<u>SLUDGE DEWATERING BUILDING EXPANSION</u>						
	OTHER ENHANCEMENTS	LS	1	30,000.00	30,000	MINOR IMPROVEMENTS TO EXISTING BUILDING NOT YET DEFINED
<u>HACH SERVICE CONTRACT</u>						
	2 YEAR SERVICE CONTRACT	LS	1	12,000.00	12,000	DO INSTRUMENT SERVICE AGREEMENT TO BE IMPLEMENTED IF CHOSEN
TOTAL ALLOWANCES					687,000	

Section 3

Clarifications & Assumptions

Clarifications for GMP # 2

General

1. GMP # 2 is for procurement and construction services. The CMAR will issue purchase orders and subcontract agreements for items described in the Scope of Work.
2. CMAR will provide purchased equipment to the treatment plant package subcontractor for their installation.
3. Completion time shall be 36 months from the notice to proceed. 34 months to substantial completion and 60 days to final for a total of 36 months.
4. Buy American or American Iron and Steel requirements are not included.
5. Sales tax is not included as the City is a tax-exempt entity.
6. CMAR Performance & Payment Bonds are included, based on a 1-year contractor warranty. A two-year maintenance bond is not included.
7. CMAR's general warranty shall be one year from substantial completion and/or a mutually agreeable date by the City and the CMAR for which a facility is providing beneficial use. Items with extended warranties beyond one year shall be as specified.
8. Warranties for Division 41, 43, 44 and 46 shall be as per the individual specification, to also include the control panels provided by these Divisions.
9. General liability, Auto and Workers Compensation Insurance is included. No costs are reflected as these are home office costs.
10. Builders risk insurance is not included. This is provided as an allowance. It is expected that the CMAR will initiate a request with the City to place a policy into effect at a later date. Insurance premiums will be made available in an open book manner and agreed to by the CMAR and the City.
11. All specified submittals, preliminary and final O&M manuals are included.
12. CMAR's schedule is included and shall be considered a preliminary schedule. The CMAR will work with the selected subcontractors and vendors to finalize this schedule once a notice to proceed has been issued.
13. A schedule of values will be provided after notice to proceed for GMP # 2. This will be developed with the awarded subcontractors for each package.
14. CMAR's payment terms to vendors shall be per specification 01 29 00. It is expected that the City shall pay the CMAR in accordance with these terms when requested.
15. CMAR contingency is included as per articles 1.14 and 5.1.2.2 of the Construction Phase Agreement.
16. Owner shall apply their chosen project contingency amount as needed.
17. A dedicated temporary office trailer and furnishings for the City is not included.
18. Testing laboratory services are not included.

19. Costs for temporary water or power services for construction purposes and temporary offices are not included as agreed upon with the City. These will be provided at no charge to the CMAR.
20. Any permit costs, including for crossing the natural gas pipeline, are not included. The CMAR will obtain required permits.

Allowances

1. The City and CMAR shall be permitted to transfer any allowance underruns to fund any allowance overruns upon mutual agreement by both parties.
2. If allowance budgets are consumed and there are still overruns, the funding source for the overruns shall be the Owner's Contingency.
3. Upon completion of the project, any underruns in the allowances will be transferred back to the Owner.

Start-Up/Training

1. Video recording of Operator training shall be determined on a case-by-case basis with each manufacturer. Certain manufacturers have strict requirements regarding video recordings of their training sessions. The CMAR will strive to accomplish video recording as best as possible.
2. Travel costs for City, Engineer or CMAR for factory witness testing are not included.
3. Costs for potable or non-potable water for testing of structures and pipelines are not included. It is anticipated to use non-potable water for testing.
4. All process chemicals for new or existing systems for start-up, testing and final top off are not included.
5. The City shall remove any existing chemicals from existing chemical tanks which are required to be demolished in this Contract.

Spare Parts

1. Spare parts are included where called for. Please note that each individual manufacturer may have specific components to their equipment which may differ from specified spare part requirements.

Centerpoint Energy

1. The City shall arrange and pay for the new Centerpoint Energy Utility transformer. The CMAR will assist the City as needed.

AT&T

1. The City shall arrange and pay for the new AT&T fiber internet service at the plant. The CMAR will assist the City as needed.

Supply Chain

1. Recent and future storm events may cause supply chain disruptions. At the time of preparation of this document, we are not aware of any specific disruptions which may affect this project.

GMP # 1 Updates

1. The polymer system for the rotary drum thickener has been changed from Veloydyne to BDP at no change to costs.

GMP # 2 Updates for Cost Savings Measures

Dewatering Facilities

1. The sludge dewatering building expansion, including the new belt press, has been removed from this project in its entirety with the following exceptions:
 - a. New light fixtures will be installed inside the existing belt press room as per sheet E-68
 - b. A new spill containment pallet will be provided as per sheet DWB-M4
 - c. The existing roof will be removed and replaced as per sheet DWB-M3
2. Digested sludge pump station # 2, including the pumps, has been removed from this project. This also includes the removal of the following
 - a. Reroute of the existing 6" sludge discharge line per sheet DSP-M1
 - b. Sludge suction lines and penetrations from existing digesters 3 and 5 per sheet DSP-M1.
 - c. Floor drain and associated drain pipe for this structure
 - d. Sludge discharge piping from this facility to the belt press facility.
3. Replacement of one (1) existing polymer unit for the existing belt press which was added to the scope as per request by the City. The new polymer equipment will be BDP. Includes removal of the existing polymer unit. This does not include re-piping of the existing polymer piping or any other piping systems for the existing belt press.
4. New skylights are included in the Allowances.
5. HVAC systems, including roof fans, are included in the Allowances.

Other Items Removed or Modified

1. Removal and replacement of the two existing 36" butterfly valves as per sheet ECB-M1 will not be performed.
2. Cast in place drain channels in aeration basin 5 and 6 slabs, including in each selector zone will not be installed.
3. Handrail manufacturer will be Handrail Systems (HIS)
4. Anodized finish is removed from aluminum structures
5. Anodized finish is removed from aluminum grating

6. Concrete coatings will not be installed in the coarse screen bypass channel, aeration basin splitter box and anoxic zones at aeration basin 5 and 6.
7. The canopy at the scum pump station will not be installed.
8. An alternate electrical lighting package will be utilized.

The following exceptions/clarifications to the specifications are noted for the equipment provided:

Submersible Pumps – Lift Station

44 42 56.04 Flygt Pumps

- Pumps are 70 HP rated for 12,875 GPM @ 46' TDH (3 pumps running)
- 1.01-B: there is no separate lifting system to be provided by this specification. The lifting system is designed by FNI using a trolley hoist.
- 1.04-A-1-f-1-b & c: not available for submittal by Flygt
- 1.04-A-1-f-5 & 9: not available for submittal by Flygt
- 1.04-A-1-f-12: not available or applicable per Flygt
- 1.04-A-1-f-14: pump and motor are one unit and will have a total weight
- 1.04-A-1-f-15: not available per Flygt
- 1.04-A-1-f-16 & 17: not available or applicable per Flygt
- 1.04-A-1-f-23: Parts list and exploded view will be provided. Bill of materials not available per Flygt
- 2.01-B: Flygt takes exception to non-sparking guide assembly. Standard sliding bracket will be used as a non-sparking option does not exist per Flygt.
- 2.03-B: Pump is open system designed with pumped media for cooling. Closed loop cooling is not available in this Flygt model
- 2.03-H: provisions for external cooling and flushing is not available in this model
- 2.06-D: grip eye assembly not available on these pumps. A full length of either chain or lifting cable will be provided for all pumps.
- 2.07-B: slide bracket and pump body are both cast iron. Exception taken to bronze requirement.

Screenings Equipment – Coarse Screen & Headworks

46 21 13 Chain & Rake Bare Screens - Headworks, Inc

- 2.06-F-3: Headworks bar screens do not utilize a loss of rotation sensor and Headworks has excluded
- NEMA 4X 304 SS Control Panel
- Headworks, Inc. does not utilize proximity switches

46 21 53 Perforated Plate Screens - Headworks, Inc.

- Headworks, Inc. does not utilize proximity switches
- NEMA 4X 304 SS Control Panels

46 21 73 Screenings Washing & Compacting Equipment - Headworks, Inc.

- 1.04-B & C: Headworks, Inc., washer compactor for the coarse screen has a maximum capacity of 69 cubic feet per hour and their washer compactors for the fine screens have a maximum capacity of 123 cubic feet per hour each.
- 2.03-A: Headworks, Inc. has not included electrically actuated knife gate valves as it is not their typical design
- 2.05-A: Headworks, Inc. includes 11.25 inch outside diameter shaft screw for the two washer compactors at the fine screen. Headworks, Inc. utilizes a 9 inch outside diameter shaft screw for the washer compactor at the coarse screen.
- Headworks, Inc. does not utilize proximity switches

Grit Removal Equipment - Headworks

46 23 23 Smith and Loveless (S&L)

- Sole source equipment, deviations from specific component design requirements may apply and will be confirmed in the submittal process.
- Air/Water grit scour – S&L does not recommend in combination with fluidizing vanes
- S&L will provide shaft power monitor in lieu of zero speed switch
- S&L will provide a transition flange with a dresser coupling in lieu of a flange on the inlet of the hydrocyclone/concentrator
- S&L requires a signed licensing agreement, to be signed by the City, for video recording
- S&L will not provide a copy of their PLC program if required or needed
- Main control panel is NEMA 4X 304 SS
- Air infusion panel is NEMA 4X, 304 SS
- Local panels for drive motor, grit pump motor and grit washer motor are NEMA 7

Blowers

43 11 17.01 Digester Blowers – Continental

- Blowers rated for 2,050 scfm at 7.8 psig each with a 125 HP motor
- NEMA 4X, 304 SS local panels

43 11 17.02 Proposed Aeration Basins Blowers – Continental

- Blowers rated for 3,092 scfm at 9.7 psig each with a 250 HP motor
- NEMA 4X, 304 SS local panels
- NEMA 12 mild steel master control panel

43 11 17.03 Existing Aeration Basins Blower – Continental

- Blower rated for 4,500 scfm at 8.7 psig with a 300 HP motor

- NEMA 4X, 304 SS local panel
- NEMA 12 mild steel master control panel

43 11 33 WAS Blowers – Atlas Copco

- 2.02-B: Atlas Copco does not recommend or provide cleanable filters
- 2.03-H: Atlas Copco takes exception to common fill and drain. These are located at each oil sump within easy access from the enclosure maintenance panels. Oil sight glasses are located at each sump.
- 2.05-E: Atlas Copco does not utilize an enclosure high temperature switch
- 2.07: Atlas Copco standard microprocessor based “Elektronikon” local controller to be provided

Clarifiers

46 43 21 Ovivo

- Ovivo does not include the water spray skimming system in their scope per 2.11. This will be provided and installed by the Treatment Plant Contractor. Ovivo is aware that a scum spray system is required, and their bridge will be fabricated to meet this requirement.
- The clarifier control panels will not control the scum spray bars on the clarifier bridge as called for in 2.12-J. This scum spray bar will be controlled by a manual ball valve as per plan sheet PI-8.
- The scum troughs have a mechanically actuated automatic flush valve assembly triggered by the skimmer arm passage, therefore a spray nozzle wash bar on the scum beach shown on sheet PI-8 may not be needed; however the automatic scum spray bar and controls for the scum pumps are included.
- Clarifier mechanism will be designed for clockwise rotation
- Ovivo has included a NEMA 4X, 304 SS control panel

40 67 00 Control Panels & Hardware

- 2.01-B-1: White powder epoxy coating finish has not been included on outdoor panels.

Section 4

Drawings & Specifications List

Addenda Used in Preparation of GMP # 2

1. Addendum # 01, prepared by Freese & Nichols, dated 11/19/2024
2. Addendum # 02, prepared by Freese & Nichols, dated 12/9/2024

List of Specifications Used in Preparation of GMP # 2

1. City of Alvin, Texas, Alvin WTP Expansion, 100% Issue for Bid Technical Specifications Volume 1 & 2 dated October 2024, prepared by Freese & Nichols, Inc.

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00 01 07	Design Professional Seals	IFB-BOP
00 01 10	Table of Contents	IFB-BOP
00 45 01	Nonresident Bidders	IFB-BOP
00 45 02	Non-Collusion Certification	IFB-BOP
00 45 04	State Sales Tax Requirements	IFB-BOP
00 73 17	Texas Workers' Compensation Insurance	IFB-BOP
00 91 XX	Addendum Number XX	IFB-BOP
CMAR100	Agreement – CMAR Construction Phase Contract	IFB-BOP
CMAR625	Certificate of Substantial Completion	IFB-BOP
CMAR626	Notice of Acceptability	IFB-BOP
CMAR700	General Conditions of the CMAR Contract	IFB-BOP
CMAR941	Change Order	IFB-BOP
CMAR942	Field Order	IFB-BOP
CMAR943	Contract Amendment	IFB-BOP
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01 26 00	Change Management	IFB-BOP
01 29 00	Application for Payment Procedures	IFB-BOP
01 29 01	Measurement and Basis for Payment	IFB-BOP
01 31 00	Project Management and Coordination	IFB-BOP
01 31 13	Project Administration	IFB-BOP

01 31 13.13	Forms	IFB-BOP
01 33 00	Document Management	IFB-BOP
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01 33 02	Shop Drawings	IFB-BOP
01 33 03	Product Data	IFB-BOP
01 33 04	Operation and Maintenance Data	IFB-BOP
01 33 05	Construction Progress Schedule	IFB-BOP
01 33 06	Graphic Documentation	IFB-BOP
01 35 00	Special Procedures	IFB-BOP
01 40 00	Quality Management	IFB-BOP
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01 50 00	Temporary Facilities and Controls	IFB-BOP
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01 60 00	Product Requirements	IFB-BOP
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Sheet No.	Sheet Title
E-29	EXISTING RAS PUMP STATION NO. 1 ELECTRICAL PLAN
E-30	EXISTING DIGESTER BLOWER BUILDING POWER PLAN
E-31	EXISTING DIGESTER BLOWER BUILDING INSTRUMENTATION & CONTROLS PLAN
E-32	EXISTING DIGESTER BLOWER LIGHTING & RECEPTACLE PLAN
E-33	COARSE SCREEN POWER PLAN
E-34	COARSE SCREEN INSTRUMENTATION & CONTROLS PLAN
E-35	COARSE SCREEN GROUNDING, LIGHTING, & RECEPTACLE PLAN
E-36	INFLUENT LIFT STATION POWER PLAN
E-37	INFLUENT LIFT STATION INSTRUMENTATION & CONTROLS PLAN
E-38	INFLUENT LIFT STATION GROUNDING, LIGHTING, & RECEPTACLE PLAN
E-39	HEADWORKS POWER PLAN
E-40	HEADWORKS INSTRUMENTATION & CONTROLS PLAN
E-41	HEADWORKS GROUNDING, LIGHTING, & RECEPTACLE PLAN
E-42	HEADWORKS LOWER LEVEL PLANS
E-43	AERATION BASIN BLOWER BUILDING POWER PLAN
E-44	AERATION BASIN BLOWER BUILDING INSTRUMENTATION & CONTROLS PLAN
E-45	AERATION BASIN BLOWER BUILDING GROUNDING PLAN
E-46	AERATION BASINS NO. 5 & NO. 6 POWER, INSTRUMENTATION, & CONTROLS PLAN
E-47	AERATION BASINS NO. 5 & NO. 6 GROUNDING, LIGHTING, & RECEPTACLE PLAN
E-48	CLARIFIER NO. 4 & NO. 5 POWER & INSTRUMENTATION PLAN
E-49	CLARIFIER NO. 4 & NO. 5 GROUNDING, LIGHTING & RECEPTACLE PLAN
E-50	RAS/WAS PUMP STATION NO. 2 POWER PLAN
E-51	RAS/WAS PUMP STATION NO. 2 INSTRUMENTATION & CONTROLS PLAN
E-52	RAS/WAS PUMP STATION NO. 2 LIGHTING, RECEPTACLE AND GROUNDING PLAN
E-53	WAS HOLDING TANK BLOWERS POWER PLAN
E-54	WAS HOLDING TANK BLOWERS INSTRUMENTATION & CONTROLS PLAN
E-55	WAS HOLDING TANK BLOWERS GROUNDING, LIGHTING, & RECEPTACLE PLAN

Sheet No.	Sheet Title
E-56	DIGESTERS ELECTRICAL PLAN
E-57	THICKENER STRUCTURE FIRST FLOOR POWER PLAN
E-58	THICKENER STRUCTURE FIRST FLOOR INSTRUMENTATION & CONTROLS PLAN
E-59	THICKENER STRUCTURE FIRST FLOOR LIGHTING & RECEPTACLE PLAN
E-60	THICKENER STRUCTURE SECOND FLOOR POWER PLAN
E-61	THICKENER STRUCTURE SECOND FLOOR INSTRUMENTATION & CONTROLS PLAN
E-62	THICKENER STRUCTURE SECOND FLOOR GROUNDING, LIGHTING, & RECEPTACLE PLAN
E-63	DIGESTED SLUDGE PUMP STATION POWER PLAN
E-64	DIGESTED SLUDGE PUMP STATION INSTRUMENTATION & CONTROLS PLAN
E-65	DIGESTED SLUDGE PUMP STATION GROUNDING, LIGHTING, & RECEPTACLE PLAN
E-66	DEWATERING BUILDING POWER PLAN
E-67	DEWATERING BUILDING INSTRUMENTATION & CONTROLS PLAN
E-68	DEWATERING BUILDING GROUNDING, LIGHTING, & RECEPTACLE PLAN
E-69	CHEMICAL FEED BUILDING POWER, INSTRUMENTATION, & CONTROLS PLAN
E-70	CHEMICAL STORAGE BUILDING POWER, INSTRUMENTATION, & CONTROLS PLAN
E-71	CHEMICAL STORAGE & FEED BUILDINGS LIGHTING & RECEPTACLE PLAN
E-72	CHLORINE CONTACT BASIN ELECTRICAL PLAN
E-73	NON-POTABLE WATER POWER, INSTRUMENTATION, & CONTROLS PLAN
E-74	NON-POTABLE WATER GROUNDING, LIGHTING, & RECEPTACLE PLAN
E-75	ELECTRICAL BUILDING POWER PLAN
E-76	ELECTRICAL BUILDING INSTRUMENTATION & CONTROLS PLAN
E-77	ELECTRICAL BUILDING LIGHTING & RECEPTACLE PLAN
E-78	ELECTRICAL BUILDING GROUNDING PLAN
E-79	ONE-LINE DIAGRAM I
E-80	ONE-LINE DIAGRAM II
E-81	ONE-LINE DIAGRAM III

Sheet No.	Sheet Title
E-82	ONE-LINE DIAGRAM IV
E-83	ONE-LINE DIAGRAM V
E-84	ONE-LINE DIAGRAM VI
E-85	ONE-LINE DIAGRAM VII
E-86	PANELBOARD SCHEDULES I
E-87	PANELBOARD SCHEDULES II
E-88	PANELBOARD SCHEDULES III
E-89	INTERCONNECTION DIAGRAM I
E-90	INTERCONNECTION DIAGRAM II
E-91	INTERCONNECTION DIAGRAM III
E-92	INTERCONNECTION DIAGRAM IV
E-93	INTERCONNECTION DIAGRAM V
E-94	INTERCONNECTION DIAGRAM VI
E-95	INTERCONNECTION DIAGRAM VII
E-96	INTERCONNECTION DIAGRAM VIII
E-97	CONTROL SCHEMATICS I
E-98	CONTROL SCHEMATICS II
E-99	CONTROL SCHEMATICS III
E-100	CONTROL SCHEMATICS IV
E-101	CONTROL SCHEMATICS V
E-102	CONTROL SCHEMATICS VI
E-103	CONTROL SCHEMATICS VII
E-104	MCC ELEVATIONS I
E-105	LIGHTING FIXTURE SCHEDULE
E-106	DETAILS I
E-107	DETAILS II
E-108	DETAILS III
E-109	DETAILS IV
E-110	DETAILS V
E-111	DETAILS VI
E-112	DETAILS VII

Sheet No.	Sheet Title
E-113	DUCT BANK DETAILS I
E-114	DUCT BANK DETAILS II
E-115	DUCT BANK DETAILS III
E-116	DUCT BANK DETAILS IV
E-117	UTILITY DETAILS
	<u>PROCESS AND INSTRUMENTATION</u>
PI-1	LEGEND I
PI-2	LEGEND II
PI-3	SYSTEM ARCHITECTURE DIAGRAM
PI-4	INFLUENT LIFT STATION DIAGRAM
PI-5	HEADWORKS DIAGRAM
PI-6	EXISTING AERATION BASIN, SPLITTER BOX, AND BLOWERS DIAGRAM
PI-7	AERATION BASINS AND BLOWERS DIAGRAM
PI-8	FINAL CLARIFIER DIAGRAM
PI-9	RAS-WAS PUMP STATION DIAGRAM
PI-10	SODIUM HYPOCHLORITE FEED SYSTEM DIAGRAM
PI-11	SODIUM BISULFITE FEED SYSTEM DIAGRAM
PI-12	CHLORINE CONTACT BASIN NO.2 DIAGRAM
PI-13	THICKENERS DIAGRAM
PI-14	DIGESTER AND DIGESTER BLOWERS DIAGRAM
PI-15	SOLIDS DEWATERING DIAGRAM
PI-16	NON-POTABLE WATER SYSTEM DIAGRAM
PI-17	LOOP DIAGRAMS I
PI-18	LOOP DIAGRAMS II
PI-19	LOOP DIAGRAMS III
PI-20	LOOP DIAGRAMS IV
PI-21	LOOP DIAGRAMS V
PI-22	LOOP DIAGRAMS VI
PI-23	LOOP DIAGRAMS VII
PI-24	LOOP DIAGRAMS VIII

Sheet No.	Sheet Title
PI-25	LOOP DIAGRAMS IX
	<u>FIRE ALARM</u>
FA-1	FIRE ALARM LEGEND
FA-2	ADMINISTRATION BUILDING FIRE ALARM PLAN
FA-3	FIRE ALARM DETAILS
	<u>STANDARD DETAILS</u>
SD-C1	CITY OF ALVIN STANDARD DETAILS
SD-M1	MECHANICAL DETAILS I
SD-M2	MECHANICAL DETAILS II
SD-M3	MECHANICAL DETAILS III
SD-M4	MECHANICAL DETAILS IV
SD-M5	MECHANICAL DETAILS V
SD-M6	MECHANICAL DETAILS VI
SD-M7	MECHANICAL DETAILS VII
SD-M8	MECHANICAL DETAILS VIII
SD-M9	MECHANICAL DETAILS IX
SD-M10	MECHANICAL DETAILS X
SD-M11	MECHANICAL DETAILS XI
SD-M12	MECHANICAL DETAILS XII
SD-M13	MECHANICAL DETAILS XIII
SD-M14	MECHANICAL DETAILS XIV
SD-M15	MECHANICAL DETAILS XV
SD-M16	MECHANICAL DETAILS XVI
SD-M17	MECHANICAL DETAILS XVII
SD-S1	STRUCTURAL STANDARD DETAILS I
SD-S2	STRUCTURAL STANDARD DETAILS II
SD-S3	STRUCTURAL STANDARD DETAILS III
SD-S4	STRUCTURAL STANDARD DETAILS IV
SD-S5	STRUCTURAL STANDARD DETAILS V

Sheet No.	Sheet Title
SD-S6	STRUCTURAL STANDARD DETAILS VI
SD-S7	STRUCTURAL STANDARD DETAILS VII
SD-S8	STRUCTURAL STANDARD DETAILS VIII
SD-A1	ARCHITECTURAL TYPICAL DETAILS
SD-A2	ARCHITECTURAL TYPICAL DETAILS
SD-A3	ARCHITECTUAL DOOR & OPENING LEGEND & SCHEDULES
SD-A4	ARCHITECTURAL DOOR & OPENING TYPICAL DETAILS
SD-H1	MECHANICAL DETAILS I
SD-H2	MECHANICAL DETAILS II

Section 5

Schedule

ID	Name	Duration	Start	Finish	Free Slack	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	
1	Alvin WWTP Expansion	1224 days	6/28/23	3/6/28	0 days	Alvin WWTP Expansion																	
2	Design Phase Services	422 days	6/28/23	2/6/25	0 days	Design Phase Services																	
3	NTP Design Phase	0 days	6/28/23	6/28/23	0 days	NTP Design Phase																	
4	Kick-Off Meeting	0 days	7/31/23	7/31/23	0 days	Kick-Off Meeting																	
5	20% Cost Model & Schedule	80 days	8/1/23	11/20/23	0 days	20% Cost Model & Schedule																	
6	30% Workshop	0 days	12/14/23	12/14/23	0 days	30% Workshop																	
7	30% Cost Model & Schedule	40 days	12/15/23	2/8/24	0 days	30% Cost Model & Schedule																	
8	60% Cost Model & Schedule	55 days	5/9/24	7/24/24	0 days	60% Cost Model & Schedule																	
9	60% Workshop	0 days	5/16/24	5/16/24	0 days	60% Workshop																	
10	90% Cost Model & Schedule	40 days	8/8/24	10/2/24	0 days	90% Cost Model & Schedule																	
11	90% Workshop	0 days	10/10/24	10/10/24	0 days	90% Workshop																	
12	GMP 1 Early Procurement & Council Award	15 days	9/20/24	10/10/24	38 days	GMP 1 Early Procurement & Council Award																	
13	GMP 1 NTP	0 days	12/4/24	12/4/24	0 days	GMP 1 NTP																	
14	Balance of Plant & Council Award	30 days	12/27/24	2/6/25	0 days	Balance of Plant & Council Award																	
15	Bidding & Procurement	141 days	6/13/24	12/26/24	9 days	Bidding & Procurement																	
16	EWP Procurement Package 1 - Critical Long Lead	71 days	6/13/24	9/19/24	64 days	EWP Procurement Package 1 - Critical Long Lead																	
17	Develop Bid Package 1	15 days	6/13/24	7/3/24	0 days	Develop Bid Package 1																	
18	Package 1 Bid Phase	21 days	7/4/24	8/1/24	0 days	Package 1 Bid Phase																	
19	Negotiations & Award	35 days	8/2/24	9/19/24	0 days	Negotiations & Award																	
20	BOP Procurement Package 2 - Balance of Process Equipment	50 days	10/11/24	12/19/24	14 days	BOP Procurement Package 2 - Balance of Process Equipment																	
21	Develop Bid Package 2	15 days	10/11/24	10/31/24	0 days	Develop Bid Package 2																	
22	Package 2 Bid Phase	20 days	11/1/24	11/28/24	0 days	Package 2 Bid Phase																	
23	Negotiations & Award	15 days	11/29/24	12/19/24	5 days	Negotiations & Award																	
24	BOP Work Package 1-Electrical	50 days	10/3/24	12/11/24	20 days	BOP Work Package 1-Electrical																	
25	Develop Bid Package 3	15 days	10/3/24	10/23/24	0 days	Develop Bid Package 3																	
26	Package 3 Bid Phase	20 days	10/24/24	11/20/24	0 days	Package 3 Bid Phase																	
27	Negotiations & Award	15 days	11/21/24	12/11/24	11 days	Negotiations & Award																	
28	BOP Work Package 2-DFS	55 days	10/11/24	12/26/24	0 days	BOP Work Package 2-DFS																	
29	Develop Bid Package 4	15 days	10/11/24	10/31/24	0 days	Develop Bid Package 4																	
30	Package 4 Bid Phase	25 days	11/1/24	12/5/24	0 days	Package 4 Bid Phase																	
31	Negotiations & Award	15 days	12/6/24	12/26/24	0 days	Negotiations & Award																	
32	BOP Work Package 3-PCSI	55 days	10/11/24	12/26/24	0 days	BOP Work Package 3-PCSI																	
33	Develop Bid Package 5	15 days	10/11/24	10/31/24	0 days	Develop Bid Package 5																	
34	Package 5 Bid Phase	25 days	11/1/24	12/5/24	0 days	Package 5 Bid Phase																	
35	Negotiations & Award	15 days	12/6/24	12/26/24	0 days	Negotiations & Award																	
36	BOP Work Package 4-Plant Construction	55 days	10/11/24	12/26/24	0 days	BOP Work Package 4-Plant Construction																	
37	Develop Bid Package 6	15 days	10/11/24	10/31/24	0 days	Develop Bid Package 6																	
38	Package 6 Bid Phase	25 days	11/1/24	12/5/24	0 days	Package 6 Bid Phase																	
39	Negotiations & Award	15 days	12/6/24	12/26/24	0 days	Negotiations & Award																	
40	BOP Work Package 5-Buildings	55 days	10/11/24	12/26/24	0 days	BOP Work Package 5-Buildings																	

Alvin WWTP
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Summary

Project Summary

Progress

ID	Name	Duration	Start	Finish	Free Slack	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2
81	Start-Up Coarse Screen	3 days	3/23/27	3/25/27	81 days																			
82	Lift Station	309 days	2/13/26	4/21/27	0 days																			
83	Initital Excavation	3 days	2/13/26	2/17/26	0 days																			
84	Cutting Edge & 1st Lift Wall	18 days	2/18/26	3/13/26	0 days																			
85	Backfill Initial Excavation	3 days	3/16/26	3/18/26	0 days																			
86	Caisson Excavate 1st Lift	10 days	3/19/26	4/1/26	0 days																			
87	2nd Lift Wall	18 days	4/2/26	4/27/26	0 days																			
88	Caisson Excavate 2nd Lift	10 days	4/28/26	5/11/26	0 days																			
89	Bottom Slab Concrete	10 days	5/12/26	5/25/26	0 days																			
90	Inner Walls & Grout Fills	25 days	5/26/26	6/29/26	0 days																			
91	Top Deck Concrete	25 days	6/30/26	8/3/26	0 days																			
92	Slide Gates	5 days	8/4/26	8/10/26	15 days																			
93	Concrete Coatings	15 days	9/1/26	9/21/26	0 days																			
94	Suction Pipe & Valves	20 days	9/22/26	10/19/26	0 days																			
95	Submersible Pumps	5 days	10/20/26	10/26/26	39 days																			
96	Monorail Support Structure	10 days	12/21/26	1/1/27	0 days																			
97	Hoist & Trollies	3 days	1/4/27	1/6/27	0 days																			
98	Misc. Metals	15 days	1/7/27	1/27/27	0 days																			
99	Mechanical Painting	15 days	1/28/27	2/17/27	0 days																			
100	Electrical Panels & Instruments	15 days	2/18/27	3/10/27	0 days																			
101	Electrical Conduit	10 days	3/11/27	3/24/27	0 days																			
102	Electrical Wiring & Termination	15 days	3/25/27	4/14/27	0 days																			
103	Start-Up Lift Station Pumps	5 days	4/15/27	4/21/27	62 days																			
104	Headworks	309 days	5/12/26	7/16/27	0 days																			
105	Excavation & Select Fill	10 days	5/12/26	5/25/26	0 days																			
106	Slab Concrete	12 days	5/26/26	6/10/26	0 days																			
107	Backfill	3 days	6/11/26	6/15/26	0 days																			
108	Lower Wall Concrete	50 days	6/16/26	8/24/26	0 days																			
109	Elevated Slab Concrete	30 days	8/25/26	10/5/26	0 days																			
110	Upper Wall Concrete	40 days	10/6/26	11/30/26	0 days																			
111	Grit Area Columns	8 days	12/1/26	12/10/26	0 days																			
112	Grit Area Elevated Slab	10 days	12/11/26	12/24/26	0 days																			
113	Slide Gates	8 days	12/25/26	1/5/27	0 days																			
114	Concrete Coatings	15 days	1/6/27	1/26/27	0 days																			
115	42" RS & Influent Piping	5 days	1/27/27	2/2/27	0 days																			
116	Effluent Piping	3 days	2/3/27	2/5/27	0 days																			
117	Leak Test	10 days	2/8/27	2/19/27	0 days																			
118	Screenings Equipment	5 days	2/22/27	2/26/27	0 days																			
119	Grit Removal Equipment & Piping	15 days	3/1/27	3/19/27	0 days																			
120	NPW Piping	5 days	3/22/27	3/26/27	0 days																			

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121	Misc. Metals	15 days	3/29/27	4/16/27	0 days																			
122	Mechanical Painting	10 days	4/19/27	4/30/27	0 days																			
123	Electrical Panels & Instruments	20 days	5/3/27	5/28/27	0 days																			
124	Electrical Conduit	10 days	5/31/27	6/11/27	0 days																			
125	Electrical Wiring & Termination	20 days	6/14/27	7/9/27	0 days																			
126	Start-Up Headworks Equipment	5 days	7/12/27	7/16/27	0 days																			
127	Aeration Splitter Box	136 days	2/13/26	8/21/26	72 days																			
128	Excavation & Select Fill	5 days	2/13/26	2/19/26	0 days																			
129	Slab Concrete	8 days	2/20/26	3/3/26	0 days																			
130	Wall Concrete	35 days	3/4/26	4/21/26	0 days																			
131	Slide Gates	8 days	4/22/26	5/1/26	0 days																			
132	Concrete Coatings	15 days	5/4/26	5/22/26	0 days																			
133	Leak Test	10 days	6/22/26	7/3/26	0 days																			
134	Backfill	10 days	7/6/26	7/17/26	0 days																			
135	Misc. Metals	10 days	7/20/26	7/31/26	0 days																			
136	Electrical Conduit	10 days	8/3/26	8/14/26	0 days																			
137	Electrical Wiring & Terminations	5 days	8/17/26	8/21/26	235 days																			
138	Aeration Basins 5 & 6	415 days	6/27/25	1/28/27	0 days																			
139	Excavation & Select Fill	20 days	6/27/25	7/24/25	0 days																			
140	Underslab Drain Pipe	5 days	7/25/25	7/31/25	0 days																			
141	Slab Concrete	45 days	8/1/25	10/2/25	0 days																			
142	Backfill	10 days	10/3/25	10/16/25	0 days																			
143	Wall Concrete	85 days	10/17/25	2/12/26	0 days																			
144	Elevated Walkway Concrete	45 days	2/13/26	4/16/26	0 days																			
145	Effluent Trough Concrete	35 days	4/17/26	6/4/26	0 days																			
146	Concrete Coatings-Selector Zones	10 days	6/5/26	6/18/26	0 days																			
147	Misc. Metals	25 days	6/19/26	7/23/26	0 days																			
148	Slide Gates	3 days	7/24/26	7/28/26	0 days																			
149	Leak Test	10 days	7/29/26	8/11/26	0 days																			
150	Aeration Diffusers	25 days	8/12/26	9/15/26	0 days																			
151	Submersible Mixers	10 days	9/16/26	9/29/26	0 days																			
152	Air Piping	15 days	9/30/26	10/20/26	0 days																			
153	NPW Piping	10 days	10/21/26	11/3/26	0 days																			
154	Electrical Panels & Instrumentation	20 days	11/4/26	12/1/26	0 days																			
155	Electrical Conduit	20 days	12/2/26	12/29/26	0 days																			
156	Electrical Wiring & Terminations	20 days	12/30/26	1/26/27	0 days																			
157	Start-Up Mixers	2 days	1/27/27	1/28/27	121 days																			
158	Aeration Blower Building	188 days	7/20/26	4/7/27	72 days																			
159	Excavation & Select Fill	5 days	7/20/26	7/24/26	0 days																			
160	Spread Footing & Wall Concrete	20 days	7/27/26	8/21/26	0 days																			

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161	Electrical Rough-In	10 days	8/24/26	9/4/26	0 days																			
162	Select Fill In Wall	5 days	9/7/26	9/11/26	0 days																			
163	Slab Concrete	8 days	9/14/26	9/23/26	0 days																			
164	Masonry	25 days	9/24/26	10/28/26	0 days																			
165	Hollowcore Roof	2 days	10/29/26	10/30/26	0 days																			
166	Membrane Roof	8 days	11/2/26	11/11/26	0 days																			
167	Misc. Metals	5 days	11/12/26	11/18/26	0 days																			
168	Painting	5 days	11/19/26	11/25/26	0 days																			
169	Monorail Support Structure	5 days	11/26/26	12/2/26	0 days																			
170	Hoist & Trolley	1 day	12/3/26	12/3/26	0 days																			
171	Blowers	3 days	12/4/26	12/8/26	0 days																			
172	Air Piping	15 days	12/9/26	12/29/26	0 days																			
173	Doors	5 days	12/30/26	1/5/27	0 days																			
174	Electrical Gear	11 days	1/6/27	1/20/27	0 days																			
175	Electrical Panels & Instrumentation	20 days	1/21/27	2/17/27	0 days																			
176	Electrical Conduit	10 days	2/18/27	3/3/27	0 days																			
177	Electrical Wiring & Terminations	20 days	3/4/27	3/31/27	0 days																			
178	Start-Up Blowers	5 days	4/1/27	4/7/27	72 days																			
179	Clarifier Splitter Box	94 days	12/12/25	4/22/26	195 days																			
180	Excavation & Select Fill	5 days	12/12/25	12/18/25	0 days																			
181	Slab Concrete	8 days	12/19/25	12/30/25	0 days																			
182	Wall Concrete	35 days	12/31/25	2/17/26	0 days																			
183	Slide Gates	8 days	2/18/26	2/27/26	0 days																			
184	Leak Test	10 days	3/2/26	3/13/26	0 days																			
185	Backfill	10 days	3/16/26	3/27/26	0 days																			
186	Misc. Metals	10 days	3/30/26	4/10/26	0 days																			
187	Electrical Conduit	5 days	4/13/26	4/17/26	0 days																			
188	Electrical Wiring & Terminations	3 days	4/20/26	4/22/26	322 days																			
189	Secondary Clarifiers 4 & 5	379 days	4/25/25	10/7/26	0 days																			
190	Excavation & Select Fill	20 days	4/25/25	5/22/25	0 days																			
191	ML & RAS Underslab Pipe	10 days	5/23/25	6/5/25	0 days																			
192	Center Pier Concrete	15 days	6/6/25	6/26/25	0 days																			
193	Slab Concrete	45 days	6/27/25	8/28/25	0 days																			
194	Wall Concrete	75 days	8/29/25	12/11/25	0 days																			
195	Trough Concrete	20 days	12/12/25	1/8/26	0 days																			
196	Leak Test	20 days	1/9/26	2/5/26	0 days																			
197	Backfill	15 days	2/6/26	2/26/26	0 days																			
198	Misc. Metals	10 days	2/27/26	3/12/26	68 days																			
199	Clarifier Equipment	20 days	6/17/26	7/14/26	0 days																			
200	Torque Test	2 days	7/15/26	7/16/26	0 days																			

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ID	Name	Duration	Start	Finish	Free Slack	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2
201	Weirs & Baffles	20 days	7/17/26	8/13/26	0 days																			
202	NPW Piping	5 days	8/14/26	8/20/26	0 days																			
203	Electrical Panels & Instrumentation	10 days	8/21/26	9/3/26	0 days																			
204	Electrical Conduit	10 days	9/4/26	9/17/26	0 days																			
205	Electrical Wiring & Terminations	10 days	9/18/26	10/1/26	0 days																			
206	Start-Up Clarifiers	4 days	10/2/26	10/7/26	202 days																			
207	Clarifier 4 & 5 Scum Pumps	65 days	2/18/26	5/19/26	299 days																			
208	Excavation & Select Fill	3 days	2/18/26	2/20/26	0 days																			
209	Spread Footing & Wall Concrete	10 days	2/23/26	3/6/26	0 days																			
210	Electrical Rough-In	5 days	3/9/26	3/13/26	0 days																			
211	Select Fill In Wall	3 days	3/16/26	3/18/26	0 days																			
212	Slab Concrete	5 days	3/19/26	3/25/26	0 days																			
213	Canopy	10 days	3/26/26	4/8/26	0 days																			
214	Scum Pump	2 days	4/9/26	4/10/26	0 days																			
215	Scum Piping	8 days	4/13/26	4/22/26	0 days																			
216	Mechanical Painting	2 days	4/23/26	4/24/26	0 days																			
217	Electrical Conduit	5 days	4/27/26	5/1/26	0 days																			
218	Electrical Panels & Instrumentation	5 days	5/4/26	5/8/26	0 days																			
219	Electrical Wiring & Terminations	5 days	5/11/26	5/15/26	0 days																			
220	Start-Up Scum Pumps	2 days	5/18/26	5/19/26	97 days																			
221	RAS/WAS Pump Station	173 days	2/18/26	10/16/26	195 days																			
222	Excavation & Select Fill	5 days	2/18/26	2/24/26	0 days																			
223	Spread Footing & Wall Concrete	15 days	2/25/26	3/17/26	0 days																			
224	Electrical & Plumbing Rough-In	8 days	3/18/26	3/27/26	0 days																			
225	Select Fill In Wall	5 days	3/30/26	4/3/26	0 days																			
226	Slab Concrete	8 days	4/6/26	4/15/26	0 days																			
227	Masonry	25 days	4/16/26	5/20/26	0 days																			
228	Hollowcore Roof	2 days	5/21/26	5/22/26	0 days																			
229	Membrane Roof	8 days	5/25/26	6/3/26	0 days																			
230	Misc. Metals	5 days	6/4/26	6/10/26	0 days																			
231	Painting	5 days	6/11/26	6/17/26	0 days																			
232	Monorail Support Structure	5 days	6/18/26	6/24/26	0 days																			
233	Hoist & Trolley	1 day	6/25/26	6/25/26	0 days																			
234	RAS/WAS Pumps	3 days	6/26/26	6/30/26	0 days																			
235	Slduge Pipe & Valves	15 days	7/1/26	7/21/26	0 days																			
236	Doors	5 days	7/22/26	7/28/26	0 days																			
237	Electrical Gear	5 days	7/29/26	8/4/26	0 days																			
238	Electrical Panels & Instrumentation	20 days	8/5/26	9/1/26	0 days																			
239	Electrical Conduit	10 days	9/2/26	9/15/26	0 days																			
240	Electrical Wiring & Terminations	20 days	9/16/26	10/13/26	0 days																			

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ID	Name	Duration	Start	Finish	Free Slack	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2
241	Start-Up RAS/WAS Pumps	3 days	10/14/26	10/16/26	195 days																			
242	Chlorine Contact	132 days	8/29/25	3/2/26	266 days																			
243	Excavation & Select Fill	10 days	8/29/25	9/11/25	0 days																			
244	Underslab Drain Pipe	5 days	9/12/25	9/18/25	0 days																			
245	Slab Concrete	25 days	9/19/25	10/23/25	0 days																			
246	Wall Concrete	45 days	10/24/25	12/25/25	0 days																			
247	Slide Gates	5 days	12/26/25	1/1/26	0 days																			
248	Leak Test	10 days	1/2/26	1/15/26	0 days																			
249	Backfill	5 days	1/16/26	1/22/26	0 days																			
250	Parshal Flume	5 days	1/23/26	1/29/26	0 days																			
251	Misc. Metals	5 days	1/30/26	2/5/26	0 days																			
252	Chemical Piping	2 days	2/6/26	2/9/26	0 days																			
253	Electrical Panels & Instrumentation	5 days	2/10/26	2/16/26	0 days																			
254	Electrical Conduit	5 days	2/17/26	2/23/26	0 days																			
255	Electrical Wiring & Terminations	5 days	2/24/26	3/2/26	359 days																			
256	Chemical Storage	109 days	12/26/25	5/27/26	280 days																			
257	Excvation & Select Fill	5 days	12/26/25	1/1/26	0 days																			
258	Slab Concrete	8 days	1/2/26	1/13/26	0 days																			
259	Wall Concrete	8 days	1/14/26	1/23/26	0 days																			
260	Tank Pad Concrete	6 days	1/26/26	2/2/26	0 days																			
261	Concrete Coatings	10 days	2/3/26	2/16/26	0 days																			
262	Walkover Stairs	3 days	2/17/26	2/19/26	0 days																			
263	Chemical Tanks	3 days	2/20/26	2/24/26	0 days																			
264	Canopy	10 days	2/25/26	3/10/26	0 days																			
265	Chemical Piping	15 days	3/11/26	3/31/26	0 days																			
266	Electrical Panels & Instrumentation	10 days	4/1/26	4/14/26	0 days																			
267	Electrical Conduit	15 days	4/15/26	5/5/26	0 days																			
268	Electrical Wiring & Terminations	15 days	5/6/26	5/26/26	0 days																			
269	Fill Chemical Tanks	1 day	5/27/26	5/27/26	297 days																			
270	Chemical Feed Building	99 days	2/3/26	6/19/26	280 days																			
271	Excavation & Select Fill	3 days	2/3/26	2/5/26	0 days																			
272	Spread Footing & Wall Concrete	10 days	2/6/26	2/19/26	0 days																			
273	Electrical& Plumbing Rough-In	8 days	2/20/26	3/3/26	0 days																			
274	Select Fill In Wall	4 days	3/4/26	3/9/26	0 days																			
275	Slab Concrete	6 days	3/10/26	3/17/26	0 days																			
276	Precast Building	3 days	3/18/26	3/20/26	0 days																			
277	Concrete Floor Coatings	5 days	3/23/26	3/27/26	0 days																			
278	Misc. Metals	5 days	3/30/26	4/3/26	0 days																			
279	Chemical Feed Equipment	5 days	4/6/26	4/10/26	0 days																			
280	Chemical Piping	15 days	4/13/26	5/1/26	0 days																			

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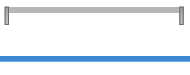
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ID	Name	Duration	Start	Finish	Free Slack	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2
281	Pipe Insulation	10 days	5/4/26	5/15/26	0 days																	
282	Electrical Conduit	10 days	5/18/26	5/29/26	0 days																	
283	Electrical Wiring & Terminations	10 days	6/1/26	6/12/26	0 days																	
284	Start-Up Chemical Feed Systems	5 days	6/15/26	6/19/26	280 days																	
285	Effluent Junction Box	30 days	2/20/26	4/2/26	280 days																	
286	Excavation & Select Fill	3 days	2/20/26	2/24/26	0 days																	
287	Slab Concrete	4 days	2/25/26	3/2/26	0 days																	
288	Wall Concrete	10 days	3/3/26	3/16/26	0 days																	
289	Leak Test	10 days	3/17/26	3/30/26	0 days																	
290	Backfill	3 days	3/31/26	4/2/26	0 days																	
291	NPW Pump Station	61 days	4/3/26	6/26/26	280 days																	
292	Excavation & Select Fill	3 days	4/3/26	4/7/26	0 days																	
293	Spread Footing & Wall Concrete	10 days	4/8/26	4/21/26	0 days																	
294	Electrical Rough-In	6 days	4/22/26	4/29/26	0 days																	
295	Select Fill In Wall	4 days	4/30/26	5/5/26	0 days																	
296	Slab Concrete	6 days	5/6/26	5/13/26	0 days																	
297	Pump Skid	1 day	5/14/26	5/14/26	0 days																	
298	NPW Piping	5 days	5/15/26	5/21/26	0 days																	
299	Canopy	5 days	5/22/26	5/28/26	0 days																	
300	Mechanical Painting	3 days	5/29/26	6/2/26	0 days																	
301	Electrical Conduit	5 days	6/3/26	6/9/26	0 days																	
302	Electrical Wiring & Terminations	5 days	6/10/26	6/16/26	0 days																	
303	Start-Up NPW System	3 days	6/17/26	6/19/26	0 days																	
304	Demo. Existing NPW Pumps	5 days	6/22/26	6/26/26	400 days																	
305	Thickener	165 days	12/25/26	8/12/27	106 days																	
306	Demolition	5 days	12/25/26	12/31/26	0 days																	
307	Excavation & Select Fill	5 days	1/1/27	1/7/27	0 days																	
308	Electrical & Plumbing Rough-In	10 days	1/8/27	1/21/27	0 days																	
309	Slab Concrete	8 days	1/22/27	2/2/27	0 days																	
310	Column Concrete	8 days	2/3/27	2/12/27	0 days																	
311	Elevated Slab	10 days	2/15/27	2/26/27	0 days																	
312	Thickeners	2 days	3/1/27	3/2/27	0 days																	
313	Sludge Pumps	2 days	3/3/27	3/4/27	0 days																	
314	Polymer Equipment & Piping	10 days	3/5/27	3/18/27	0 days																	
315	Water Piping	10 days	3/19/27	4/1/27	0 days																	
316	Canopy	10 days	4/2/27	4/15/27	0 days																	
317	Hoist & Trolley	2 days	4/16/27	4/19/27	0 days																	
318	Misc. Metals	8 days	4/20/27	4/29/27	0 days																	
319	Sludge Pipe & Valves	10 days	4/30/27	5/13/27	0 days																	
320	Mechanical Painting	5 days	5/14/27	5/20/27	0 days																	

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321	Pipe Insulation	10 days	5/21/27	6/3/27	0 days																			
322	Electrical Panels & Instrumentation	10 days	6/4/27	6/17/27	0 days																			
323	Electrical Conduit	15 days	6/18/27	7/8/27	0 days																			
324	Electrical Wiring & Terminations	15 days	7/9/27	7/29/27	0 days																			
325	Start-Up Thickener System	10 days	7/30/27	8/12/27	93 days																			
326	WAS Holding Tank Blowers	55 days	3/1/27	5/14/27	170 days																			
327	Excavation & Select Fill	3 days	3/1/27	3/3/27	0 days																			
328	Spread Footing & Wall Concrete	10 days	3/4/27	3/17/27	0 days																			
329	Electrical Rough-In	6 days	3/18/27	3/25/27	0 days																			
330	Select Fill In Wall	4 days	3/26/27	3/31/27	0 days																			
331	Slab Concrete	6 days	4/1/27	4/8/27	0 days																			
332	Blowers	2 days	4/9/27	4/12/27	0 days																			
333	Air Piping	8 days	4/13/27	4/22/27	0 days																			
334	Canopy	5 days	4/23/27	4/29/27	0 days																			
335	Electrical Conduit	3 days	4/30/27	5/4/27	0 days																			
336	Electrical Wiring & Terminations	5 days	5/5/27	5/11/27	0 days																			
337	Start-Up WAS Blowers	3 days	5/12/27	5/14/27	157 days																			
338	Digested Sludge Pump Station	58 days	4/9/27	6/29/27	3 days																			
339	Excavation & Select Fill	3 days	4/9/27	4/13/27	0 days																			
340	Electrical & Plumbing Rough-In	5 days	4/14/27	4/20/27	0 days																			
341	Slab Concrete	6 days	4/21/27	4/28/27	0 days																			
342	Pump Pads	3 days	4/29/27	5/3/27	0 days																			
343	Sludge Pumps	1 day	5/4/27	5/4/27	0 days																			
344	Canopy	5 days	5/5/27	5/11/27	0 days																			
345	Sludge Piping & Valves	6 days	5/12/27	5/19/27	0 days																			
346	Mechanical Painting	5 days	5/20/27	5/26/27	0 days																			
347	Electrical Panels & Instrumentation	5 days	5/27/27	6/2/27	0 days																			
348	Electrical Conduit	8 days	6/3/27	6/14/27	0 days																			
349	Electrical Wiring & Terminations	8 days	6/15/27	6/24/27	0 days																			
350	Start-Up Sludge Pump Station	3 days	6/25/27	6/29/27	125 days																			
351	Sludge Dewatering Bldg. Expansion	179 days	4/29/27	1/4/28	3 days																			
352	Excavation & Select Fill	8 days	4/29/27	5/10/27	0 days																			
353	Spread Footing & Wall Concrete	10 days	5/11/27	5/24/27	0 days																			
354	Electrical & Plumbing Rough-In	10 days	5/25/27	6/7/27	0 days																			
355	Select Fill In Wall	5 days	6/8/27	6/14/27	0 days																			
356	Slab Concrete	8 days	6/15/27	6/24/27	0 days																			
357	Belt Press	1 day	6/25/27	6/25/27	0 days																			
358	Demo and Repour Roll Off Area	25 days	6/28/27	7/30/27	0 days																			
359	Roll Off Canopy	10 days	8/2/27	8/13/27	92 days																			
360	Conveyor	3 days	6/28/27	6/30/27	0 days																			

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361	Masonry	15 days	7/1/27	7/21/27	0 days																			
362	Roof Joists & Deck	10 days	7/22/27	8/4/27	0 days																			
363	Membrane Roofing	10 days	8/5/27	8/18/27	0 days																			
364	Sludge Pipe & Valves	5 days	8/19/27	8/25/27	0 days																			
365	Polymer Equipment & Piping	8 days	8/26/27	9/6/27	0 days																			
366	NPW Piping	8 days	9/7/27	9/16/27	0 days																			
367	Pipe Insulation	10 days	9/17/27	9/30/27	0 days																			
368	Doors	3 days	10/1/27	10/5/27	0 days																			
369	Misc. Metals	5 days	10/6/27	10/12/27	0 days																			
370	HVAC Improvements	5 days	10/13/27	10/19/27	0 days																			
371	Electrical Panels & Instrumentation	15 days	10/20/27	11/9/27	0 days																			
372	Electrical Conduit	15 days	11/10/27	11/30/27	0 days																			
373	Electrical Wiring & Terminations	15 days	12/1/27	12/21/27	0 days																			
374	Start-Up Dewatering System	10 days	12/22/27	1/4/28	3 days																			
375	Generator	56 days	12/30/26	3/17/27	87 days																			
376	Excavation & Select Fill	3 days	12/30/26	1/1/27	0 days																			
377	Spread Footing & Wall Concrete	10 days	1/4/27	1/15/27	0 days																			
378	Electrical Rough-In	8 days	1/18/27	1/27/27	0 days																			
379	Select Fill In Wall	5 days	1/28/27	2/3/27	0 days																			
380	Slab Concrete	8 days	2/4/27	2/15/27	0 days																			
381	Set Generator	1 day	2/16/27	2/16/27	0 days																			
382	Misc. Metals	3 days	2/17/27	2/19/27	0 days																			
383	Electrical Wiring & Terminations	15 days	2/22/27	3/12/27	0 days																			
384	Start-Up Generator	3 days	3/15/27	3/17/27	87 days																			
385	Electrical Building	170 days	8/4/26	3/29/27	4 days																			
386	Demolish Storage Building	8 days	8/4/26	8/13/26	0 days																			
387	Excavation & Select Fill	4 days	8/14/26	8/19/26	0 days																			
388	Spread Footing & Wall Concrete	15 days	8/20/26	9/9/26	0 days																			
389	Electrical Rough-In	15 days	9/10/26	9/30/26	0 days																			
390	Select Fill In Wall	5 days	10/1/26	10/7/26	0 days																			
391	Slab Concrete	10 days	10/8/26	10/21/26	0 days																			
392	Masonry	25 days	10/22/26	11/25/26	0 days																			
393	Hollowcore Roof	2 days	11/26/26	11/27/26	0 days																			
394	Membrane Roof	8 days	11/30/26	12/9/26	0 days																			
395	Doors	3 days	12/10/26	12/14/26	0 days																			
396	Electrical Gear	5 days	12/15/26	12/21/26	0 days																			
397	Electrical Panels & Instrumentation	20 days	12/22/26	1/18/27	0 days																			
398	Electrical Conduit	30 days	1/19/27	3/1/27	0 days																			
399	Electrical Wiring & Terminations	20 days	3/2/27	3/29/27	0 days																			
400	Utility Transformer	37 days	3/30/27	5/19/27	42 days																			

- ▢ Masonry
- ▢ Roof Joists & Deck
- ▢ Membrane Roofing
- ▢ Sludge Pipe & Valves
- ▢ Polymer Equipment & Piping
- ▢ NPW Piping
- ▢ Pipe Insulation
- ▢ Doors
- ▢ Misc. Metals
- ▢ HVAC Improvements
- ▢ Electrical Panels & Instrumentation
- ▢ Electrical Conduit
- ▢ Electrical Wiring & Terminations
- ▢ Start-Up Dewatering System
- ▢ Generator
 - ▢ Excavation & Select Fill
 - ▢ Spread Footing & Wall Concrete
 - ▢ Electrical Rough-In
 - ▢ Select Fill In Wall
 - ▢ Slab Concrete
 - ▢ Set Generator
 - ▢ Misc. Metals
 - ▢ Electrical Wiring & Terminations
 - ▢ Start-Up Generator
- ▢ Electrical Building
 - ▢ Demolish Storage Building
 - ▢ Excavation & Select Fill
 - ▢ Spread Footing & Wall Concrete
 - ▢ Electrical Rough-In
 - ▢ Select Fill In Wall
 - ▢ Slab Concrete
 - ▢ Masonry
 - ▢ Hollowcore Roof
 - ▢ Membrane Roof
 - ▢ Doors
 - ▢ Electrical Gear
 - ▢ Electrical Panels & Instrumentation
 - ▢ Electrical Conduit
 - ▢ Electrical Wiring & Terminations
- ▢ Utility Transformer

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ID	Name	Duration	Start	Finish	Free Slack	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2
401	Excavation & Select Fill	3 days	3/30/27	4/1/27	0 days																			
402	Spread Footing & Wall Concrete	10 days	4/2/27	4/15/27	0 days																			Excavation & Select Fill Spread Footing & Wall Concrete Electrical Rough-In Select Fill In Wall Slab Concrete Misc. Metals Utility Set Transformer Electrical & Controls Electrical Mobilization Site Ductbanks Site Lighting IO Checkouts SCADA Commissioning Yard Piping 36" RS to Existing Plant 36" RS to AB Splitter Box 24"-36" CE to Chlorine Contact 10" WAS to Holding Tanks 36" FE to Junction Box 54" Outfall Pipe & Sloped Paving Digested Sludge to BFP Building Offsite 6" Waterline Site PW Piping Site NPW Piping Site Chemical Piping Air - Blower Building to Aeration Basin Sitework Paving Fencing Fine Grade Site Seeding New Plant Start-Up 42" Tie-In Existing J-Box Seed New Plant 30 Day Run Test Punchlist Existing WWTP Rehab Demolition Lift Station Chlorine Storage
403	Electrical Rough-In	8 days	4/16/27	4/27/27	0 days																			
404	Select Fill In Wall	5 days	4/28/27	5/4/27	0 days																			
405	Slab Concrete	6 days	5/5/27	5/12/27	0 days																			
406	Misc. Metals	3 days	5/13/27	5/17/27	0 days																			
407	Utility Set Transformer	2 days	5/18/27	5/19/27	42 days																			
408	Electrical & Controls	572 days	5/2/25	7/12/27	29 days																			
409	Electrical Mobilization	10 days	5/2/25	5/15/25	0 days																			
410	Site Ductbanks	335 days	6/27/25	10/8/26	0 days																			
411	Site Lighting	35 days	10/9/26	11/26/26	0 days																			
412	IO Checkouts	30 days	4/13/27	5/24/27	0 days																			
413	SCADA Commissioning	35 days	5/25/27	7/12/27	4 days																			
414	Yard Piping	471 days	12/12/25	10/1/27	70 days																			
415	36" RS to Existing Plant	10 days	9/20/27	10/1/27	0 days																			
416	36" RS to AB Splitter Box	10 days	4/22/26	5/5/26	373 days																			
417	24"-36" CE to Chlorine Contact	10 days	12/12/25	12/25/25	0 days																			
418	10" WAS to Holding Tanks	10 days	12/12/25	12/25/25	208 days																			
419	36" FE to Junction Box	10 days	12/26/25	1/8/26	0 days																			
420	54" Outfall Pipe & Sloped Paving	30 days	1/9/26	2/19/26	0 days																			
421	Digested Sludge to BFP Building	10 days	4/9/27	4/22/27	173 days																			
422	Offsite 6" Waterline	25 days	2/20/26	3/26/26	0 days																			
423	Site PW Piping	30 days	3/27/26	5/7/26	0 days																			
424	Site NPW Piping	30 days	5/8/26	6/18/26	0 days																			
425	Site Chemical Piping	15 days	6/19/26	7/9/26	100 days																			
426	Air - Blower Building to Aeration Basin	10 days	12/30/26	1/12/27	56 days																			
427	Sitework	85 days	11/27/26	3/25/27	191 days																			
428	Paving	50 days	11/27/26	2/4/27	0 days																			
429	Fencing	10 days	2/5/27	2/18/27	0 days																			
430	Fine Grade Site	20 days	2/19/27	3/18/27	0 days																			
431	Seeding	5 days	3/19/27	3/25/27	111 days																			
432	New Plant Start-Up	75 days	7/19/27	10/29/27	0 days																			
433	42" Tie-In Existing J-Box	8 days	7/19/27	7/28/27	0 days																			
434	Seed New Plant	5 days	7/19/27	7/23/27	0 days																			
435	30 Day Run Test	25 days	7/26/27	8/27/27	0 days																			
436	Punchlist	45 days	8/30/27	10/29/27	80 days																			
437	Existing WWTP Rehab	136 days	8/30/27	3/6/28	0 days																			
438	Demolition	27 days	8/30/27	10/5/27	50 days																			
439	Lift Station	15 days	8/30/27	9/17/27	0 days																			
440	Chlorine Storage	5 days	9/20/27	9/24/27	0 days																			

Alvin WWTP
GMP 2 Schedule
CSA Construction, Inc



Critical
Task



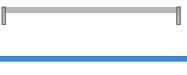
Split
Milestone



Slack
Summary



Project Summary
Progress



ID	Name	Duration	Start	Finish	Free Slack	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2	1st Half H1	2nd Half H2
481	Electrical Panels & Instrumentation	10 days	11/5/27	11/18/27	0 days																	
482	Electrical Conduit	10 days	11/19/27	12/2/27	0 days																	
483	Electrical Wiring & Terminations	10 days	12/3/27	12/16/27	16 days																	
484	Existing Plant Start-Up	30 days	1/10/28	2/18/28	0 days																	
485	30 Day Run Test	30 days	1/10/28	2/18/28	0 days																	
486	SCADA Commissioning	20 days	1/10/28	2/4/28	0 days																	
487	Punchlist	30 days	1/10/28	2/18/28	0 days																	
488	Closeout	11 days	2/21/28	3/6/28	0 days																	
489	Final Clean-Up	10 days	2/21/28	3/3/28	0 days																	
490	Demobilize	11 days	2/21/28	3/6/28	0 days																	
491	Project Completion	0 days	3/6/28	3/6/28	0 days																	

- Electrical Panels & Instrumentation
- Electrical Conduit
- Electrical Wiring & Terminations
- Existing Plant Start-Up
- 30 Day Run Test
- SCADA Commissioning
- Punchlist
- Closeout
- Final Clean-Up
- Demobilize
- ◆ Project Completion



AGENDA COMMENTARY

Meeting Date: 2/6/2025

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider a Professional Services Agreement with Freese and Nichols, Inc. in an amount not to exceed \$5,248,800 for construction phase engineering services for the construction of the Wastewater Treatment Plant Expansion Project; and authorize the City Manager to sign the Agreement upon legal review.

Type of Item: Contract/Agreement

Summary: On March 1, 2022, during the Visioning and Goal-setting Workshop, Staff presented the City Council draft results of the 2022 Wastewater Master Plan Update. The updated plan proposed the need for a 2.5 MGD expansion to the City's only Wastewater Treatment Plant. The expansion to the plant is necessary due to the increased flows (7% annual average increase in flow since 2016) at the plant and the need to stay in compliance with TCEQ regulations.

The Professional Services Agreement currently being considered will provide construction phase services, as outlined in the attached agreement, for the construction of the 2.5 MGD Wastewater Treatment Plant (WWTP) Expansion Project.

This Professional Services Agreement will be funded from the 2022 & 2023 Water and Sewer System Revenue Bonds that were authorized by City Council on July 7, 2022, and November 16, 2023, respectively, as well as, from future bond funds. Staff recommends approval of this Agreement.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐	Budgeted Item: Yes ☒ No ☐ N/A ☐
Funding Account: <u>Fund 240</u>	Amount: <u>\$5,248,800</u>
Legal Review Required: N/A ☐ Required ☒	1295 Form Required? Yes ☒ No ☐
Finance Review Required: N/A ☐ Required ☒	Date Completed: <u>2/3/2025 SLH</u>
	Date Completed: <u>CT 2/3/25</u>

Supporting documents attached:

1. Freese CSA- WWTP Expansion
-

Recommendation: Move to approve a Professional Services Agreement with Freese and Nichols, Inc. in an amount not to exceed \$5,248,800 for construction phase engineering services for the construction of the Wastewater Treatment Plant Expansion Project; and authorize the City Manager to sign the Agreement upon legal review.

Reviewed by Department Head, if applicable: ☒
Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☒
Reviewed by City Manager, if applicable: ☒

January 24, 2025

Michelle H. Segovia, P.E., CFM – City Engineer
City of Alvin
1100 W. Highway 6
Alvin, Texas 77511

Re: PSA for Alvin WWTP Expansion Construction Phase Services

Dear Ms. Segovia:

Freese and Nichols, Inc. (FNI) is pleased to provide you with the attached professional services agreement for the Alvin WWTP Expansion Construction Phase Services. The scope of work includes construction and post-construction phase services. FNI proposes to conduct the attached scope of services for the following fee:

Phase	Fee	Fee Type
BASIC SERVICES		
Project Management and Construction Phase General Representation	\$2,072,700	Lump Sum
Total Basic Services:	\$2,072,700	
SPECIAL SERVICES		
Materials Testing	\$330,000	Cost Plus Max
Startup and Commissioning Services	\$289,900	Cost Plus Max
Resident Project Representation	\$2,441,600	Cost Plus Max
Post-Construction Phase Services	\$114,600	Cost Plus Max
Total Special Services:	\$3,176,100	
Total Project (Basic + Special Services):	\$5,248,800	

We are looking forward to the opportunity to work with the City of Alvin on this phase of the project. Let me know if you have any questions.

Sincerely,

Freese and Nichols, Inc.



Rachel Adkisson, PE
Project Manager
(832) 456-4759
Rachel.Adkisson@freese.com

CC: Jared Barber, PE; Chuck Wolf, D.Eng., PE, BCEE; Murali Erat, PE

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF BRAZORIA §

This Agreement is entered into by City of Alvin (City) and Freese and Nichols, Inc. (FNI). In consideration of FNI providing professional services for City and City utilizing these services, the parties hereby agree:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, City agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Alvin WWTP Expansion Construction Phase Services.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with the Project as set forth in Attachment SC – Scope of Services and Responsibilities of City which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** City agrees to pay FNI for all professional services rendered under this Agreement in accordance with Attachment CO – Compensation which is attached and made a part of this agreement. FNI shall perform professional services under this Agreement for a total fee of \$5,248,800, which consists of a lump sum fee of \$2,072,700 for Basic Services and a not to exceed fee of \$3,176,100 for Special Services.
- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement, as set forth in Attachment TC – Terms and Conditions of Agreement, shall govern the relationship between the City and FNI.
- V. **GOVERNING LAW; VENUE:** This Agreement shall be administered and interpreted under the laws of the State of Texas. Venue of any legal proceeding involving this Agreement shall be in Brazoria County, Texas.
- VI. **EFFECTIVE DATE:** The effective date of this Agreement is _____.

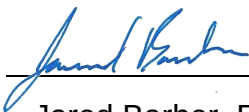
Nothing in this Agreement shall be construed to give any rights or benefits under this Agreement to anyone other than the City and FNI. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and FNI and not for the benefit of any other party. This Agreement constitutes the entire agreement between the City and FNI and supersedes all prior written or oral understandings.

This Agreement is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

CITY OF ALVIN, TX

By: _____
Name: _____
Title: _____
Date: _____
Attest: _____

FREESE AND NICHOLS, INC.

By:  _____
Name: Jared Barber, PE
Title: Principal
Date: 1/24/2025
Attest:  _____
Murali Erat, PE, Principal

SCOPE OF SERVICES AND RESPONSIBILITIES OF CITY

Alvin WWTP Expansion Construction Phase Services

PROJECT UNDERSTANDING

The City of Alvin (City) is planning to expand its Alvin Wastewater Treatment Plant (WWTP) to accommodate the City's projected growth. Final Design and Bid Phase services have been completed under a separate contract. The scope of this contract is to provide construction phase services for the WWTP expansion project. The project is being delivered using the Construction Manager at Risk (CMAR) collaborative delivery method. This scope anticipates and includes coordination with the selected CMAR for construction phase efforts.

Construction Phase Services

FNI will provide construction phase services that will include General Representation, Materials Testing, Construction Management, Resident Project Representation, and Startup and Commissioning Services.

Post-Construction Phase Services

FNI will provide Post-Construction/Warranty Phase Services to develop the plant Operations and Maintenance Manual, assist the City with warranty items, and complete a final warranty walkthrough with City staff.

ARTICLE I

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

- A. PROJECT MANAGEMENT: FNI will provide project management services as follows:
 - 1. Communication: Consult with the City throughout the project to see that the scope of services and the City's requirements for the project are being met.
 - 2. Invoicing: FNI will prepare and submit monthly invoices to the City. FNI will include monthly construction status reports with the invoice.
- B. CONSTRUCTION PHASE GENERAL REPRESENTATION: The scope below is predicated on a construction phase that is estimated to last thirty-six (36) months (through Final Completion). Any delays resulting in an extension of construction phase services beyond thirty-six (36) months is considered an Additional Service.

In performing these services, it is understood that FNI does not guarantee the CMAR's performance, nor is FNI responsible for the supervision of the CMAR's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences, or procedures of construction selected by the CMAR, or any safety precautions and programs relating in any way to the condition of the premises, the work of the CMAR or any Subcontractor. FNI shall not be responsible for the acts or

omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

1. Assist the City and CMAR in conducting one (1) pre-construction conference.
2. Participate in up to thirty-six (36) monthly construction progress meetings with the City and CMAR. FNI will establish an agenda for these meetings, facilitate meeting discussion, and provide minutes for each meeting for City and CMAR review.
3. Establish communication procedures with the City and CMAR. Submit up to thirty-six (36) monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, payments made, construction schedule and pending and approved contract modifications.
4. Establish and maintain a project documentation system using FNI's FNiManager Project Document System, consistent with the requirements of the construction contract documents. Monitor the processing of CMAR's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review and respond to CMAR's submittals, including requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the project. Monitor the progress of the CMAR in sending and processing submittals to see that documentation is being processed in accordance with schedules.
5. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by the CMAR, determine the amount that FNI recommends CMAR be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract. Project assumes thirty-seven (37) pay requests will be processed by FNI, including thirty-six (36) monthly pay requests and one (1) final pay request.
6. Conduct up to thirty-six (36) monthly visits to the construction site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort, FNI will endeavor to protect the City against defects and deficiencies in the work of the CMAR and will report any observed deficiencies to the City. Monthly site visits will generally be conducted directly following monthly construction progress meetings. A brief site visit memo will be prepared and distributed to the City and CMAR to document construction activities observed, follow-up action required, and key photographs taken.
7. Conduct up to twenty-four (24) additional visits to the site, non-concurrent with the monthly site visits and meetings, to provide additional specialty observation or inspection as may be required for the project. A brief site visit memo will be prepared and distributed to the City and CMAR to document construction activities observed, follow-up action required, and key photographs taken.
8. Notify the CMAR of non-conforming work observed on site visits. Recommend actions to correct defective work and recommend to City any special materials tests or performance tests needed.
9. Interpret the drawings and specifications for City and CMAR.

10. Review up to sixty (60) quality related documents provided by the CMAR such as test reports, equipment installation reports or other documentation required by the Construction Contract Documents. Number of quality documents identified is estimated by FNI based on performance on similar projects and number of documents identified in the plans and specifications.
11. Review CMAR's requests for information (RFIs). Maintain document control systems, review CMAR RFIs and prepare responses in accordance with the Contract Documents. Provide interpretation and communicate engineering intent if information is not explicitly addressed in the Contract Documents. It is anticipated that FNI will review and respond to up to a total of two-hundred fifty (250) RFIs.
12. Provide for review of CMAR submittals including shop drawings, operation and maintenance manuals and other documentation required by the construction contract documents. It is anticipated that FNI will review and respond to up to a total of six hundred (600) submittals, including re-submittals.
13. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the CMAR on behalf of the City to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the City. Documentation of field orders, where completion schedule or cost to City is not impacted, will also be prepared. FNI will process up to twenty (20) request for change proposals, ten (10) change orders, and twenty (20) field orders during the construction phase.
14. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality assurance of the Project. The Cost for Materials Testing is included in Special Services.
15. Attend factory witness testing of control panel equipment to verify the equipment is manufactured and assembled correctly, operates as intended, and is in accordance with Contract Documents. Scope assumes one (1) trip for four (4) days to manufacturer's factory located in Florida, including Engineer's time and travel costs. Per the Contract Documents, the CMAR will be responsible for the cost of additional trips to witness retests if initial factory testing fails to meet Contract requirements.
16. Assist in the transfer of and acceptance by the CMAR of any City-furnished equipment or materials.
17. Conduct, in company with City's representative, one (1) substantial completion walkthrough of the project to establish final punchlists for project completion and one (1) final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the CMAR before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the CMAR. Review and comment on the certificate of completion and the recommendation for final payment to the CMAR.
18. Retain and monitor the services of a subconsultant (Amani Engineering, Inc.) to perform survey and provide elevation certificates for five (5) new structures including Aeration Basin Blower Building No. 2, RAS Pump Station No. 2, New Electrical Building, Chemical Feed Building, and Generator Pad.

19. Revise the construction drawings in accordance with the information furnished by the CMAR reflecting changes in the Project made during construction. Two (2) half-size and two (2) full-size prints of "Record Drawings" and electronic copy in PDF format shall be provided by FNI to the City. All digital record drawings will be provided to the City via electronic submission.

ARTICLE II

SPECIAL SERVICES: FNI shall render the following professional services, which are not included in the Basic Services described above, in connection with the development of the Project:

A. MATERIALS TESTING:

1. Retain and monitor the services of a subconsultant (Tolunay-Wong Engineers, Inc.) to provide for Construction Materials Testing for the purposes of City quality assurance during construction. An allowance of \$330,000 is assumed for this effort. Materials Testing beyond this allowance is an Additional Service.

B. STARTUP AND COMMISSIONING SERVICES:

1. Pre-Commissioning Workshops. FNI will lead pre-commissioning workshops with the Project stakeholders to advance the commissioning planning efforts. Workshops will be held monthly starting twelve (12) months prior to the scheduled commissioning.
2. FNI will develop the Commissioning Plan. The Commissioning Plan will consider equipment-specific conditions and constraints. The Commissioning Plan will include: Objective, Necessary Activities, Sequence of Activities, Roles and Responsibilities, Risks and Mitigation Strategies, Safety Considerations.
3. FNI will split the Project into manageable Functional and Performance Test Packages (FAPTPs) and develop these packages. FAPTP's will include: Name and tag number of all equipment to be started up concurrently or in the same package; All pre-startup requirements including responsibilities for the CMAR, Owner, and Engineer. Requirements for process mechanical, electrical, instrumentation, and automatic control needs; Detailed description of step-by-step procedures for startup, as well sequence of startup for equipment.
4. Scheduling Support. FNI will work with the CMAR's Project Team to develop a recommended baseline Training Schedule. The Training Schedule will identify training activities. FNI will develop the initial proposed schedule and work with the CMAR to integrate the Training Schedule with the CMAR's overall Project schedule. FNI will work with the CMAR's Project Team to develop a recommended baseline Commissioning Schedule. The Commissioning Schedule will identify commissioning activities. FNI will develop the initial proposed schedule and work with the CMAR to integrate the Commissioning Schedule with the CMAR's overall Project schedule. Schedules will be developed in a traditional critical path method (CPM) format using Microsoft Project.
5. Equipment Training
 - a. FNI will review the equipment training plans (agendas) for conformance with the Construction Contract.

- b. FNI will monitor the status of equipment training to verify completion prior to startup of the associated equipment/processes.
 - c. FNI will monitor the status of equipment O&M manuals to verify completion prior to startup of the associated equipment/processes.
 - d. System/Process Training. Based on the Draft System O&M Manual, FNI will facilitate system training for the Project. FNI will coordinate with the manufacturer to prepare an agenda for the training workshop. The manufacturer will prepare a slide deck to accompany the training session. It is the manufacturer's responsibility to provide adequate training in accordance with the Contract Documents. A copy of the slide deck will be provided to the Owner in PDF format. The training will be recorded and provided to the Owner.
 - e. Pre-Commissioning Field Testing. FNI will monitor the status of pre-commissioning field testing/documentation for each FAPTP to verify conformance with Construction Contract Documents and completion prior to startup of the associated equipment/processes.
6. Commissioning
- a. Commissioning Administration/Coordination – FNI will mobilize to the Project site to oversee the CMAR's implementation of the FAPTPs.
 - b. Recurring status meetings – FNI will participate in commissioning team meetings to monitor the progress and coordinate the near-term upcoming commissioning activities.
 - c. Commissioning Field Testing
 - i. FNI will witness the CMAR's execution of commissioning field testing for each FAPTP.
 - ii. CMAR will submit commissioning documentation for each FAPTP. FNI will review each commissioning field testing submittal for conformance with the Construction Contract Documents.
 - iii. FNI will monitor the status of each FAPTP to verify completion of commissioning field testing.
 - iv. FNI will provide support, as needed, to monitor and provide guidance for any issues that may arise during the commissioning field testing.
- C. RESIDENT PROJECT REPRESENTATION: Resident Project Representation (RPR) Services will be provided to City during the Construction Phase by FNI. Furnish the services of one full-time (45 hours per week before Substantial Completion, 40 hours per week after Substantial Completion) Resident Project Representative for a maximum period of 36 months. Provide the services of a full-time (40 hours per week) inspector for a period of 30 months. Effort beyond 36 months will be an Additional Service. The duties, responsibilities, and the limitations of authority of the Resident Project Representative, and designated assistants, are as follows:

1. Resident Project Representative is Design Professional's agent at the site, will act as directed by and under the supervision of Design Professional, and will confer with Design Professional regarding Resident Project Representative's actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be with Design Professional and CMAR, keeping City advised as necessary. Resident Project Representative's dealings with Subcontractors shall only be through or with full knowledge and approval of CMAR. Resident Project Representative shall generally communicate with City with the knowledge of and under the direction of Design Professional.
2. Duties and Responsibilities of Resident Project Representative:
 - a. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedules of values prepared by CMAR and consult with Design Professional concerning acceptability.
 - b. Conferences and Meetings: Attend meetings with CMAR, such as pre-construction conference, monthly progress meetings, job conferences and other project-related meetings, and pre-activity meetings.
3. Liaison:
 - a. Serve as Design Professional's liaison with CMAR, working principally through CMAR's superintendent and assist in understanding the intent of Contract Documents; and assist Design Professional in serving as City's liaison with CMAR when CMAR's operations affect City's on-site operations.
 - b. Assist in obtaining from City additional details or information, when requested.
4. Shop Drawings and Samples:
 - a. Record date of receipt of Shop Drawings and Samples.
 - b. Receive Samples which are furnished at the Site by CMAR, and notify Design Professional of availability of Samples for examination.
 - c. Advise Design Professional and CMAR of the commencement of any Work requiring a Shop Drawing or Sample if the submittal has not been approved by Design Professional.
5. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Perform special inspections for new buildings to meet the requirements of the 2018 International Building Code (IBC) Chapter 17.
 - c. Perform windstorm inspections to meet the requirements of the Texas Department of Insurance (TDI).
 - d. Report to Design Professional whenever Resident Project Representative believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as

a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Design Professional of Work the Resident Project Representative believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- e. Verify that tests, equipment and systems start-up, and operating and maintenance training are conducted in the presence of appropriate personnel, and the CMAR maintains adequate records thereof; and observe, record, and report to Design Professional appropriate details relative to the test procedures and start-ups.
 - f. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to Design Professional.
6. Interpretation of Contract Documents: Report to Design Professional when clarifications and interpretations of the Contract Documents are needed and transmit to CMAR clarifications and interpretations as issued by Design Professional.
7. Request for Revisions: Consider and evaluate CMAR's suggestions for revisions to Drawings or Specifications and report with Resident Project Representative's recommendations to Design Professional. Transmit to CMAR in writing decisions as issued by Design Professional.
8. Records:
- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents, including all Work Change Directives, Addenda, Change Orders, Field Orders, Written Amendments, additional Drawings issued subsequent to the execution of the Contract, Design Professional's clarifications and interpretations of the Contract Documents, progress reports, submittals and correspondence received from and delivered to CMAR, and other Project related documents.
9. Reports:
- a. Furnish to Design Professional periodic reports as required of progress of the work and of CMAR's compliance with the progress schedule and schedule of Shop Drawings and Sample submittals.
 - b. Consult with Design Professional in advance of scheduled major tests, inspections, or start of important phases of the Work.
 - c. Draft proposed Written Amendments, Change Orders, and Work Change Directives, obtaining backup material from CMAR and recommend to Design Professional Written Amendments, Change Orders, Work Change Directives, and Field Orders.
 - d. Report immediately to Design Professional and City the occurrence of any accident.
 - e. Furnish IBC special inspection reports for new buildings to the City's Building Official.
 - f. Furnish TDI windstorm applications to the City.

10. Payment Requests: Review Applications for Payment with CMAR for compliance with the established procedure for their submission and forward with recommendations to City, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment at the Site but not incorporated in the Work.
11. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that certificates, operation and maintenance manuals and other data required to be assembled and furnished by CMAR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to Design Professional for review and provided to City prior to final payment for the Work.
12. Completion:
 - a. Before Design Professional issues a Certificate of Substantial Completion, submit to CMAR a list of observed items requiring completion or correction.
 - b. Observe whether CMAR has performed inspections required by laws or regulations, ordinances, codes or order applicable to the Work, including those to be performed by public agencies having jurisdiction over the Work.
 - c. Conduct a final inspection in the company of Design Professional, Construction Manager, City and CMAR and prepare a final list of items to be completed or corrected.
 - d. Observe whether all items on final list have been completed or corrected and make recommendations to Design Professional concerning acceptance.
13. Limitations of Authority of Resident Project Representative:
 - a. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by Design Professional.
 - b. Shall not exceed limitations of Design Professional's authority as set forth in Agreement or the Contract Documents.
 - c. Shall not undertake any of the responsibilities of CMAR, Subcontractor, Suppliers, or CMAR's superintendent.
 - d. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
 - e. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of City or CMAR.
 - f. Shall not accept shop drawing or sample submittals from anyone other than the CMAR.
 - g. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by Design Professional.

D. POST-CONSTRUCTION PHASE SERVICES

1. Develop an Operations and Maintenance Manual for the Alvin WWTP to reflect the operation of the plant. The O&M Manual shall be consistent with current TCEQ requirements. The O&M Manual will include all equipment operations of the plant, both existing and new equipment, and related unit process operations. Participate in two (2) workshops to facilitate quality control, review the manual and receive input from the CMAR and City. Prepare two (2) hard copies of the final O&M Manual in print and one (1) copy in PDF format to the City.
2. Coordinate scheduling of, and participate in, end-of-warranty period inspections, scheduled approximately one (1) month prior to completion of the CMAR's warranty period. FNI will provide a letter to the CMAR for each inspection identifying any deficiencies found in workmanship, materials or equipment, and the recommended actions to be taken with a schedule of completion. Two (2) warranty inspections are scheduled as eight (8) hour duration each for a professional engineer with some assistance from an engineer-in-training.

ARTICLE III

ADDITIONAL SERVICES: Any services performed by FNI that are not included in the Basic Services or Special Services described above are Additional Services. Additional Services to be performed by FNI, if authorized by City, are described as follows:

- A. Field layouts or the furnishing of construction line and grade surveys.
- B. GIS mapping services or assistance with these services.
- C. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- D. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by City.
- E. Providing renderings, model, and mock-ups requested by the City.
- F. Revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by City or 2) due to other causes not solely within the control of FNI.
- G. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required regarding the replacement of such Work.
- H. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by City.
- I. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

- J. Providing shop, mill, field or laboratory inspection of materials and equipment except as included in Special Services. Observe factory tests of equipment at any site remote to the project or observing tests required because of equipment failing the initial test except for as included in Basic Services.
- K. Conducting pilot plant studies or tests.
- L. Preparing data and reports for assistance to City in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- M. Assisting City in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- N. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- O. Assisting City in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- P. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- Q. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- R. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- S. Services required to resolve bid protests or to rebid the project for any reason.
- T. Visits to the site more than the number of trips included in Basic Services for periodic site visits, coordination meetings, or contract completion activities.
- U. Any services required because of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- V. Providing services after the completion of the construction phase not specifically listed in Basic or Special Services.
- W. Providing services on an accelerated time schedule. The scope of this service includes cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the City.
- X. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- Y. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.

- Z. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- AA. Provide follow-up professional services during Contractor's warranty period besides those included in Special Services.
- BB. Reviewing construction submittals and RFIs in excess of the number of reviews included in Basic Services.
- CC. Providing services for processing contract modifications in excess of the number included in Basic Services.
- DD. Materials testing in excess of the amount included in Special Services.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule:

Task No.	Task Title	Time of Completion
1	Construction Phase Services	36 months from Construction NTP (to Final Completion)
2	Post-Construction Services O&M Manual Warranty Inspections	1 month after Final Completion 1 month prior to Completion of CMAR's Warranty Period

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE V

RESPONSIBILITIES OF CITY: City shall perform the following in a timely manner so as not to delay the services of FNI:

- A. City recognizes and expects that change orders may be required to be issued during construction. The responsibility for the costs of change orders will be determined on the basis of applicable contractual obligations and professional liability standards. FNI will not be responsible for any change order costs due to unforeseen site conditions, changes made by or due to the City or CMAR, or any change order costs not caused by the negligent errors or omissions of FNI. Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, FNI is liable for change order costs. It is recommended that the City budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.
- B. Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions,

receive information, interpret and define City's policies and decisions with respect to FNI's services for the Project.

- C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to construction of the Project.
- D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as City deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay, or cause rework in, the services of FNI.
- F. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
- G. City shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. City shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by City.
- H. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as City may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as City may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as City may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- I. If City designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase General Representation services together with such adjustment of compensation as appropriate.
- J. Attend the preconstruction conferences, construction progress and other job-related meetings and substantial completion inspections and final payment inspections.
- K. Give prompt written notice to FNI whenever City observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- L. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- M. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and City designate the following representatives:

City's Designated Representative – Michelle Segovia, P.E., CFM
1100 W. Highway 6
Alvin, TX 77511
(281) 388-4341
msegovia@cityofalvin.com

City's Accounting Representative – Chris Thomas
216 W. Sealy Street
Alvin, TX 77512
(281) 388-4216
cthomas@cityofalvin.com

FNI's Designated Representative – Rachel Adkisson, P.E.
11200 Broadway St., Ste 2320
Pearland, TX 77584
(832) 456-4759
Rachel.Adkisson@freese.com

FNI's Accounting Representative – Kristina Isaac
10497 Town and Country Way, Suite 600
Houston, TX 77024
(716) 600-6860
Kristina.Isaac@freese.com

COMPENSATION

Phase	Fee	Fee Type
BASIC SERVICES		
Project Management and Construction Phase General Representation	\$ 2,072,700	Lump Sum
Total Basic Services:	\$ 2,072,700	
SPECIAL SERVICES		
Materials Testing	\$ 330,000	Cost Plus Max
Startup and Commissioning Services	\$ 289,900	Cost Plus Max
Resident Project Representation	\$ 2,441,600	Cost Plus Max
Post-Construction Phase Services	\$ 114,600	Cost Plus Max
Total Special Services:	\$ 3,176,100	
Total Project (Basic + Special Services):	\$5,248,800	

COMPENSATION

ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Two Million Seventy Two Thousand Seven Hundred Dollars (\$2,072,700).

Compensation to FNI for Special Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Three Million One Hundred Seventy Six Thousand One Hundred Dollars (\$3,176,100).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	90	180
Professional 2	121	197
Professional 3	138	301
Professional 4	159	328
Professional 5	235	356
Professional 6	239	442
Construction Manager 1	118	166
Construction Manager 2	121	204
Construction Manager 3	152	204
Construction Manager 4	176	266
Construction Manager 5	211	311
Construction Manager 6	280	370
Construction Representative 1	80	94
Construction Representative 2	94	121
Construction Representative 3	128	194
Construction Representative 4	128	194
CAD Technician/Designer 1	87	125
CAD Technician/Designer 2	104	204
CAD Technician/Designer 3	135	259
Corporate Project Support 1	73	163
Corporate Project Support 2	83	239
Corporate Project Support 3	104	345
Intern / Coop	56	97

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$500
	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
<u>Technology Charge</u>	Bond	\$0.25	\$0.75	Microscope (each) \$150
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Ultrasonic Thickness Guage (per day) \$275
	Vinyl / Adhesive	\$1.50	\$2.00	Coating Inspection Kit (per day) \$275
				Flushing / Cfactor (each) \$500
	Mounting (per sq. ft.)	\$2.00		Backpack Electrofisher (each) \$1,000
	Binding (per binding)	\$0.25		
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2024.

345022024

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** As used herein: (1) City refers to the party named as such in the Agreement between the City and FNI; (2) FNI refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents; and (3) Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **INFORMATION FURNISHED BY CITY:** City will assist FNI by placing at FNI's disposal all available information pertinent to the project, including previous reports and any other data relative to design or construction of the project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications, or other information furnished by City. To the fullest extent permitted by law, City agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs, and expenses arising therefrom. FNI shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications, or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof.
3. **STANDARD OF CARE:** FNI will perform all professional services under this Agreement with the professional skill and care ordinarily provided by competent members of the subject profession practicing under the same or similar circumstances and professional license as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the subject profession. FNI makes no warranties, express or implied, under this Agreement or otherwise, in connection with any Services performed or furnished by FNI.
4. **INSURANCE:** FNI shall provide City with certificates of insurance with the following minimum coverage:

<u>Commercial General Liability</u> \$2,000,000 General Aggregate <u>Automobile Liability (Any Auto)</u> \$1,000,000 Combined Single Limit	<u>Workers' Compensation</u> As required by Statute <u>Professional Liability</u> \$3,000,000 Annual Aggregate
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5. **CHANGES:** City, without invalidating the Agreement, may order changes within the general scope of Services required by the Agreement by altering, adding, and/or deducting from the Services to be performed. If any such change under this clause causes an increase or decrease in FNI's cost or time required for the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement will be modified in writing accordingly.

FNI will make changes to the drawings, specifications, reports, documents, or other deliverables as requested by City. However, when such changes differ from prior comments, directions, instructions, or approvals given by City or are due to causes not solely within the control of FNI, FNI shall be entitled to additional compensation and time required for performance of such changes to the Services authorized under this Agreement.
6. **OPINION OF PROBABLE CONSTRUCTION COSTS:** No fixed limit of project construction cost shall be established as a condition of the Agreement, unless agreed upon in writing and signed by the parties hereto. If a fixed limit is established, FNI shall be permitted to include contingencies for design, bidding, and price escalation in the construction contract documents to make reasonable adjustments in the scope of the project to adjust the project construction cost to the fixed limit. Such contingencies may include bid allowances, alternate bids, or other methods that allow FNI to

determine what materials, equipment, component systems, and types of construction are to be included in the construction contract documents. Fixed limits, if any, shall be increased by the same amount as any increase in the contract price after execution of the construction contract.

FNI will furnish an opinion of probable construction or program cost based on present day pricing, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices. Accordingly, FNI cannot and does not warrant or represent that bids or cost proposals will not vary from the City's project budget or from any estimate or opinion of probable construction or program cost prepared by or agreed to by FNI.

7. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for Services shall be due and payable upon submission of a statement for Services to City and in acceptance of Services as satisfactory by City. Statements for Services shall not be submitted more frequently than monthly. Any applicable taxes imposed upon the Services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If City fails to make any payment due FNI for Services, expenses, and charges within 30 days after receipt of FNI's statement for Services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to City, suspend Services under this Agreement until FNI has been paid in full for all amounts due for Services, expenses, and charges.

If FNI's Services are delayed or suspended by City or are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data, and other project information developed in the execution of Services provided under this Agreement shall be the property of City upon payment of FNI's fees for Services. FNI may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI, will be at the City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants. To the fullest extent permitted by law, City shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data, and other project information in the execution of Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to City, and FNI shall indemnify and hold harmless City from all claims, damages, losses, and expenses including reasonable attorneys' fees arising out of or resulting therefrom.

9. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
10. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these Services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the construction contract documents. In performing these Services, FNI will report any observed deficiencies to City, however, it is understood that FNI does not guarantee the contractor's performance, nor is FNI responsible for the supervision of the contractor's operation and employees. FNI shall not be responsible for the contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident to the work of the contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the project site or otherwise performing any of the work of the project. If City designates a resident project representative that is not an employee or agent of FNI, the duties, responsibilities, and limitations of authority of such resident project representative will be set forth in writing and made a part of this Agreement before the construction phase of the project begins.
11. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** City agrees to include provisions in the general conditions of the construction contract that name FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by the contractor for the project (except workers' compensation and professional liability policies); and (2) as an indemnified party in any indemnification provisions where City is named as an indemnified party.
12. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the project site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
13. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City shall notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and City.
14. **PURCHASE ORDERS:** If a purchase order is used to authorize FNI's Services, only the terms, conditions, and instructions typed on the face of the purchase order shall apply to this Agreement. Should there be any conflict between the purchase order and the terms of this Agreement, then this Agreement shall prevail and be determinative of the conflict.

15. **CONSEQUENTIAL DAMAGES:** In no event shall FNI be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental, or consequential damages (such as loss of product, loss of use of equipment or systems, loss of anticipated profits or revenue, non-operation or increased expense of operation), arising out of, resulting from, or in any way related to this Agreement or the project.
16. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
17. **SUCCESSORS AND ASSIGNMENTS:** City and FNI and the partners, successors, executors, administrators, and legal representatives of each are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither City nor FNI shall assign, sublet, or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.



AGENDA COMMENTARY

Meeting Date: 2/6/2025

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$718,000 for engineering design services for the Water Line Improvements Phase 5 Project; and authorize the City Manager to sign the Agreement upon legal review.

Type of Item: Contract/Agreement

Summary: The Water Line Improvements Phase 5 Project was identified in the 2015 Utility Master Plan that was approved by City Council on March 3, 2016, and consists of the replacement/addition of 6" and 8" waterlines in the area generally bounded by Rosharon Road, Kost Road, Adams Street, and Stevenwood Lane.

The Engineering Services Agreement being considered will provide surveying and geotechnical data, preliminary and final engineering design, complete plan set with bid package, easement preparation/acquisition services (up to 10 easements), and construction phase services for this important water system rehabilitation CIP project. It is proposed that design services culminating in a final bid package will be completed in a period of eight months. Approval of this Agreement will ensure that construction plans are available and ready for bid in November 2025.

This project is being funded by 2022 Water and Sewer System Revenue Bonds that were authorized and approved by City Council on July 7, 2022. Staff recommends approval of this Agreement.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐	Budgeted Item: Yes ☒ No ☐ N/A ☐
Funding Account: <u>Fund 240</u>	Amount: <u>\$718,000</u>
Legal Review Required: N/A ☐ Required ☒	1295 Form Required? Yes ☒ No ☐
Finance Review Required: N/A ☐ Required ☒	Date Completed: <u>2/3/2025 SLH</u>
	Date Completed: <u>CT 2/3/25</u>

Supporting documents attached:

1. LJA Contract for Waterline Impr. Ph. 5
-

Recommendation: Move to approve an Engineering Services Agreement with LJA Engineering in an amount not to exceed \$718,000 for engineering design services for the Water Line Improvements Phase 5 Project; and authorize the City Manager to sign the Agreement upon legal review.

Reviewed by Department Head, if applicable: ☒
Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☒
Reviewed by City Manager, if applicable: ☒

January 17, 2025

Mayor and City Council
City of Alvin
216 West Sealy
Alvin, Texas 77511

Re: Proposal for Engineering and Construction Services for
Waterline Improvements Phase 5
LJA Proposal No. 25-39588

Dear Mayor and City Council:

LJA Engineering, Inc. (LJA) is pleased to submit this proposal to provide engineering and construction services associated with the new 8-inch and 6-inch water lines to connect and replace existing small water lines in the area bounded by Rosharon Road, Kost Road, Adams Street, and Stevenwood Lane. We propose the following services and corresponding fees for this project.

SCOPE OF SERVICES

A. Preliminary and Design Phase

1. Attend Preliminary Conference with the City and other interested parties regarding the project.
2. Review all reports/plans regarding the existing waterlines.
3. Establish the scope of any topographical surveys and geotechnical investigations which, in the opinion of the Engineer, may be required.
4. Prepare detailed specifications, contract documents, and contract drawings.
5. Submit final contract specifications and drawings to the required agencies for review and approval.

B. Bidding Phase

1. Assist the City in the advertisements of the project for bids.
2. Respond to questions regarding the project during the bidding process. If required, issue addendums to clarify any questions regarding the project.

3. Conduct a Pre-bid Conference between the Engineer, prospective bidders, suppliers, etc., to make certain that the scope of the work is fully understood.
4. Assist the City in the opening of bids for construction of the project. Tabulate and evaluate bids and prepare a recommendation letter for Mayor and Council action.
5. Prepare final contract documents for execution by the Contractor and the City.

C. Construction Phase

1. Conduct a Pre-Construction Conference between the City, Engineer, and Contractor.
2. Issue a work order with dates, approved by the City.
3. Make periodic visits to the project site to observe work with regard to general compliance with the plans and specifications.
4. Review samples, schedules, shop drawings, and other data which the Contractor submits.
5. Preparation for execution of the necessary progress documents including work order, payment estimates, change orders, time extensions, and other correspondence required to achieve the intended finished project.
6. Conduct final inspection in conjunction with the City, Contractor, and Engineer. Prepare all closing documents to finalize the contract.

D. Additional Services

1. Topographical Surveys: Provide field surveys of existing structures, lines, site conditions, and other features required for the preparation of final construction.
2. Easement Documents: Provide easement exhibits, as well as metes and bounds descriptions for proposed easements required for alignment and construction.
3. Geotechnical Investigations: Provide field investigation of the geotechnical conditions to determine design. Determine ground water conditions and need for dewatering during construction.
4. Testing: Provide as required testing, field and laboratory, of construction materials.
5. TXDOT Permitting: Coordinate location of waterline within the ROW of Highway 35 with TXDOT and obtain utility permit approvals through the TXDOT RULIS process.
6. Real Property and Easement Acquisition: Provide professional services for the acquisition of property for the water plant site and required easements for utilities and access to the site.

Right of Way Negotiation and Closing Services: Prepare and deliver or mail the property owners a copy of the Landowner's Bill of Rights. Review survey and facilitate

any changes required with the Engineer and Surveyor. Prepare offer letters based on approved values. Make initial contact with landowners and respond to landowner's inquiries. Negotiate with landowners and prepare Supplemental Agreement Letters when needed. Prepare and execute Letters of Agreement regarding compensation with landowners. Provide a copy of the survey to the landowner. Maintain parcel file with all correspondence and documents related to the purchase of the easements. LJA will secure execution of the easement and deed documents prepared and approved by the City. LJA will return recorded documents to the City. LJA will facilitate the transfer of a title policy from the title company, if requested

Easement Values: The offer amount for the easements will be determined using values provided by the City. All values used in negotiations will be preapproved by City and any counteroffer proposed by the landowner will be submitted to City for approval prior to acceptance. Should a certified appraisal become necessary, LJA will request fee proposal(s) from a qualified appraiser and submit said proposal(s) to City for approval.

Abstracting and Title Services: LJA will arrange for the abstracting and title services with an approved vendor. Abstracting and title services includes researching the chain of title using public records available in the Montgomery County official real property records; researching any liens, mortgages, or judgments against the property; and providing title insurance on the acquisition. Abstracting and title services are estimated in this proposal but will be billed as pass-thru costs. Title policy fees, as regulated by the State, will be paid by the City as part of the closing costs.

7. **Project Representative:** Provide on-site Resident Project Representation. This will include periodic site visits (typically 10-15 hours a week) to review progress of contractor's work. These visits will be performed on an as needed basis during certain phases of construction. The Resident Project Representative will make his best effort to be on-site during critical phases of work.

It is agreed that the Engineer does not underwrite, guarantee, or ensure the work done by the contractors. Since it is the contractor's responsibility to perform the work in accordance with the Contract Documents, the Engineer is not responsible or liable for the contractors' failure to do so. Failure by any Resident Project Representative or other personnel engaged in on the site observation to discover defects or deficiencies in the work of the contractors shall never relieve the contractors for liability or subject the Engineer to any liability for any such defect or deficiencies.

8. **Record Drawings:** Upon completion of the project, the contract drawings will be revised to reflect all field changes. The completed "record drawings" will be delivered to the Owner.

BASIS OF COMPENSATION

For the accomplishment of the above tasks and additional services, we propose that our compensation be based on the Scope of Services for each Phase and include a combination of Lump Sum Fees and Estimated Fees.

- A. **Preliminary and Design Phases:** Based on the scope of services, our fee will be a lump sum amount of \$256,000.00.

- B. Bidding Phase: Based on the scope of services, our fee will be a lump sum amount of \$16,000.00.
- C. Construction Phase: Based on the scope of services, our fee will be a lump sum amount of \$48,000.00.
- D. Additional Services:
1. Topographical Surveys: Based on the scope of services, our fee will be a lump sum amount of \$195,000.00.
 2. Easement Documents: Based on the scope of services, we estimate the easement documents cost to be approximately \$2,000.00 per parcel, not to exceed \$20,000.00 for up to ten (10) parcels (Billed as Time & Materials on a per parcel basis).
 3. Geotechnical Investigations: Based on the scope of services, we estimate the geotechnical investigations cost to be approximately \$35,000.00 (Billed as Time & Materials).
 4. Testing: Based on the scope of services, we estimate the construction materials testing cost to be approximately \$15,000.00 (Billed as Time & Materials).
 5. TxDOT Permitting: Based on the scope of services, our fee will be a lump sum amount of \$5,000.00.
 6. Easement Acquisition: Based on the scope of services, we estimate the easement acquisition cost to be approximately \$4,200.00 per parcel, which includes mileage and administrative costs such as the preparation of a closing package, title recording fees, document preparation, etc., not to exceed \$42,000.00 for up to ten (10) parcels (Billed as Time & Materials on a per parcel basis).

Effort for easement acquisition will be included in monthly invoices and will be billed as outlined below:

Initial Offer Letter	40% per parcel
Recording of the easement/deed or issuance of a Final Offer Letter	40% per parcel
Submission of a Closing File or Condemnation Package	20% per parcel

In addition, any third-party costs, such as fees for surveys, title commitments, and appraisals, are invoiced separately and apart from LJA services. These third-party billings can be billed through the LJA invoices or billed directly by the third-party service provider based on the City of Alvin's discretion.

7. Project Representative: Based on the scope of services, we estimate the project representative cost to be approximately \$75,000.00 (Billed as Time & Materials).
8. Record Drawings: Based on the scope of services, our fee will be a lump sum amount of \$3,500.00.

The above fees do not include reimbursable expenses (advertising, reproduction, deliveries, travel/mileage, printing, permit fees, filing fees, recording fees, and long-distance phone charges).

We recommend a budget of \$7,500.00 be set for the actual reimbursable expenses incurred on the project.

If this proposal meets with your approval, please execute both copies (below), returning one original signed copy to our office and keeping the other for your records. Your signature will be sufficient authorization to immediately commence the stated work.

We appreciate the opportunity to be involved in your project. If you have any questions, please feel free to call me at 713.657.6022.

Sincerely,



Gavin J. Shukanes, P.E.
Project Manager

GJS/msc



Jimmy C. Flowers, P.E.
Vice President

Proposal Accepted By:
CITY OF ALVIN
Junru Roland, City Manager

By: _____

Name: _____

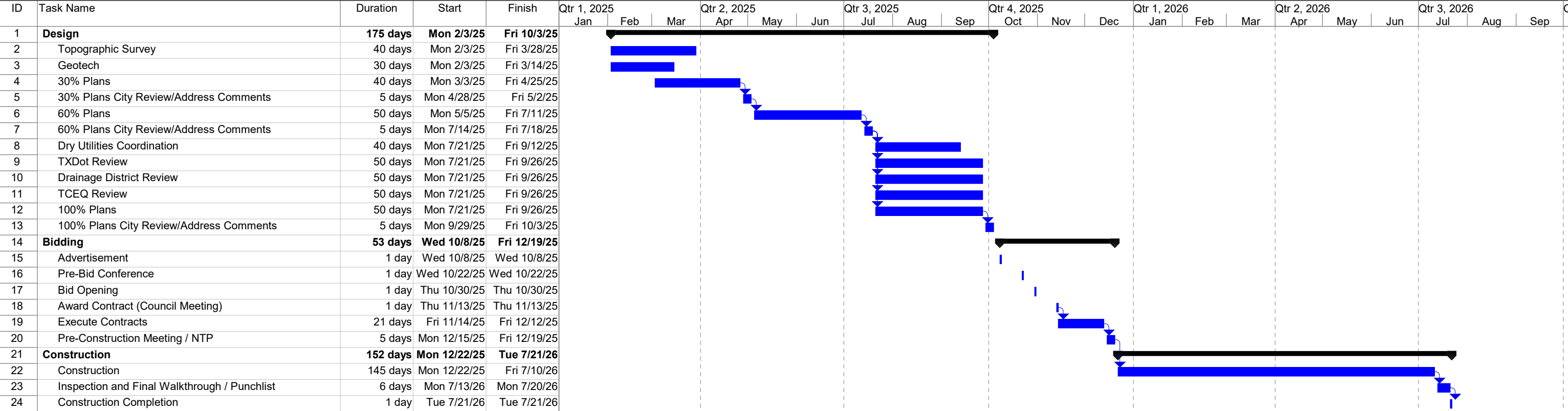
Date: _____

Enclosure (s)

CITY OF ALVIN
WATER REHABILITATION CIP PROJECTS
WATERLINE IMPROVEMENTS - PHASE 5
AREA BOUNDED BY ROSHARON RD., KOST RD., ADAMS ST., AND STEVENWOOD LN.

Item No.	Quantity	Unit	Description	Unit Cost	Total Cost
1	1	LS	Mobilization	\$100,000.00	\$100,000.00
2	5,500	LF	8" Waterline (Open Cut Construction)	\$88.00	\$484,000.00
3	5,500	LF	8" Waterline (Augered Construction)	\$70.00	\$385,000.00
4	200	LF	8" Waterline (Augered & Encased Construction)	\$180.00	\$36,000.00
5	6,500	LF	6" Waterline (Open Cut Construction)	\$57.00	\$370,500.00
6	6,500	LF	6" Waterline (Augered Construction)	\$55.00	\$357,500.00
7	350	LF	6" Waterline (Augered & Encased Construction)	\$130.00	\$45,500.00
8	20	EA	8" Gate Valve w/ Box	\$2,250.00	\$45,000.00
9	40	EA	6" Gate Valve w/ Box	\$2,000.00	\$80,000.00
10	1	EA	2.25" Gate Valve w/ Box	\$1,500.00	\$1,500.00
11	1	EA	1" Gate Valve w/ Box	\$850.00	\$850.00
12	2	EA	10" Wet Connection	\$2,000.00	\$4,000.00
13	3	EA	8" Wet Connection	\$1,650.00	\$4,950.00
14	20	EA	6" Wet Connection	\$1,285.00	\$25,700.00
15	1	EA	2.25" Wet Connection	\$590.00	\$590.00
16	1	EA	2" Wet Connection	\$500.00	\$500.00
17	1	EA	1" Wet Connection	\$415.00	\$415.00
18	1	EA	12"x8" Tapping Sleeve & Valve	\$6,150.00	\$6,150.00
19	1	EA	10"x8" Tapping Sleeve & Valve	\$5,750.00	\$5,750.00
20	12	EA	8"x6" Tapping Sleeve & Valve	\$4,875.00	\$58,500.00
21	1	EA	8"x8" Cut-In Tee	\$6,000.00	\$6,000.00
22	7	EA	6"x6" Cut-In Tee	\$5,000.00	\$35,000.00
23	55	EA	Fire Hydrant Assembly	\$7,050.00	\$387,750.00
24	110	VF	Extra Depth Bury for Fire Hydrant	\$150.00	\$16,500.00
25	13	EA	Fire Hydrant Removal & Salvage	\$225.00	\$2,925.00
26	53	EA	Cut & Plug Exist. Waterline	\$1,355.00	\$71,815.00
27	35	EA	Close Exist. Valve, Remove Box, Pug Operator	\$220.00	\$7,700.00
28	12,000	LF	Trench Safety System	\$2.00	\$24,000.00
29	1	LS	Traffic Control	\$6,750.00	\$6,750.00
30	2	AC	Turf Establishment, Hydro-mulch Seeding	\$20,000.00	\$40,000.00
31	750	SY	Surface Restoration, Asphalt Surface	\$80.00	\$60,000.00
32	500	SY	Surface Restoration, Concrete Surface	\$125.00	\$62,500.00
33	100	SY	Surface Restoration, Unpaved Surface (Gravel or Shell)	\$60.00	\$6,000.00
34	12,000	LF	SWPP, Reinforced Filter Fabric Barrier	\$2.00	\$24,000.00
35	210	EA	New Short & Long Side Single Service Connections (3/4" to 1")	\$1,000.00	\$210,000.00
36	5	EA	New Short & Long Side Single Service Connection (2")	\$2,650.00	\$13,250.00
Supplementary Items					
37	1,000	LF	"Extra" Well Point Dewatering System	\$20.00	\$20,000.00
38	1,000	CY	"Extra" Bedding and Backfill for Wet Sand Construction	\$10.00	\$10,000.00
39	100	CY	"Extra" Bank Sand	\$10.00	\$1,000.00
40	50	CY	"Extra" Crushed Limestone	\$25.00	\$1,250.00
41	5	TON	"Extra" Cement Stabilized Sand, 2.0 Sacks per Ton	\$30.00	\$150.00
42	25	CY	"Extra" 4,000 PSI Structural Concrete	\$100.00	\$2,500.00
43	250	LB	"Extra" Reinforcing Steel	\$1.00	\$250.00
44	1	TON	"Extra" Ductile Iron Fittings with Restraints	\$150.00	\$150.00
45	0.5	AC	"Extra" Turf Establishment, Full Sodding	\$3,000.00	\$1,500.00
46	5	EA	"Extra" Offset of Proposed line to avoid Sanitary	\$2,000.00	\$10,000.00
47	5	EA	"Extra" Repair of Existing Sanitary Sewer	\$1,500.00	\$7,500.00
48	50	LF	Remove Existing 8-Inch Sanitary Sewer and Replace with 8-Inch Sanitary Sewer Pressure Rated Pipe	\$60.00	\$3,000.00
49	50	LF	Remove Existing 6-Inch Sanitary Sewer and Replace with 8-Inch Sanitary Sewer Pressure Rated Pipe	\$32.00	\$1,600.00
50	1	EA	Construct Fire Service Connection		
51	1	EA	"Extra" 8" Insertion Valve	\$7,600.00	\$7,600.00
52	1	EA	"Extra" 6" Insertion Valve	\$7,100.00	\$7,100.00
53	40	EA	"Extra" DFW Water Meter Box with LLDPE Body & HDPE Lid	\$60.00	\$2,400.00
SubTotal Estimated Construction Cost					\$3,062,595.00
Contingency (20%)					\$612,519.00
Opinion Probable Construction Cost					\$3,675,114.00
Basic Engineering Fees (8.65%)					\$320,000.00
Preliminary and Design Phase (80%)					\$256,000.00
Bidding Phase (5%)					\$16,000.00
Construction Phase (15%)					\$48,000.00
Additional Services Fees					\$398,000.00
Project Survey					\$195,000.00
Easement Documents (T&M \$2,000 per parcel - max of 10 parcels without prior authorization)					\$20,000.00
Geotechnical Investigation					\$35,000.00
Construction Materials Testing (Limited)					\$15,000.00
TXDOT Permitting					\$5,000.00
Easement Acquisition (T&M \$4,200 per parcel - max of 10 parcels without prior authorization)					\$42,000.00
Project Representation					\$75,000.00
Record Drawings					\$3,500.00
Reimbursable Expenses					\$7,500.00
Total Estimated Engineering & Additional Service Fees					\$718,000.00
Opinion of Total Probable Project Cost					\$4,393,114.00

City of Alvin
Water Line Improvements Phase 5
Area Bounded by Rosharon Rd., Kost Rd., Adams St., and Stevenwood Ln.





AGENDA COMMENTARY

Meeting Date: 2/6/2025

Department: Parks and Recreation

Contact: Dan Kelinske, Director of Parks and Recreation

Agenda Item: Consider a License Agreement for the Exclusive Use of City Property between the City of Alvin and the Alvin Sunrise Rotary Foundation for the Music Festival and Bar-B-Q Cook-Off at Briscoe Park from March 24, 2025, to March 30, 2025, with the actual event scheduled for Friday, March 28, 2025, at 10:00 a.m. through Sunday, March 30, 2025, at 1:00 a.m.; and authorize the City Manager to sign the Agreement upon legal review.

Type of Item: Contract/Agreement

Summary: This License Agreement for Exclusive Use of City Property is used as an annual instrument to acknowledge dates of exclusive use of Briscoe Park and capture other City-owned resources such as equipment and personnel requested by the Alvin Sunrise Rotary Club for the purpose of holding the fundraising event "Music Fest and Bar-B-Q Cook-Off." This year, exclusive park use is requested by Alvin Sunrise Rotary Club from March 24, 2025, to March 30, 2025, with the actual event scheduled to begin at 10:00 a.m. on Friday, March 28, 2025, and ending at 1:00 a.m. on Sunday, March 30, 2025, in Briscoe Park to include food, alcoholic beverages, music, and other entertainment. No changes have been made to the agreement as approved in 2024.

Pursuant to the Licensing Agreement, Alvin Sunrise Rotary Club agrees to:

- Adhere to governmental regulations concerning the sale of food and alcohol and obtain appropriate permits
- Adhere to the City's Noise ordinance and obtain an appropriate sound/noise permit
- Fence the park area used exclusively for the event
- Ensure the deployment of police for security and pay the cost of City of Alvin police officers to perform security and/ or traffic control
- Maintain the property in clean condition
- Abide by all terms of the Event Application, including insurance requirements
- Maintain Comprehensive General Liability Insurance naming the City of Alvin as an additional insured

Pursuant to the Licensing Agreement, the City agrees to:

- Contribute \$20,000 of Hotel Occupancy Tax funds from the HOT fund grant program
 - Authorize Alvin Sunrise Rotary to sell alcoholic beverages on City property
 - Waive tent fees for individual participating cooks/cook teams
 - Waive Park user fees as outlined in the Event Application
 - Reimbursement to Alvin Sunrise Rotary not to exceed \$1,500 for rental of a portable restroom
-

trailer

- Provide up to 15 hours of Alvin Fire Marshal or Assistant Fire Marshal's time for inspection of cookers and other Fire Safety and Prevention services required by the City
- Provide barricades and cones for street closure
- Provide EMS personnel and ambulance
- Provide Mobile Command Truck
- Provide up to 20 picnic tables and 30 trash barrels with liners
- Provide electricity and water where not already furnished

Staff recommends approval of this Agreement.

Funding Expected:	Revenue ☐ Expenditure ☒ N/A ☐	Budgeted Item:	Yes ☒ No ☐ N/A ☐
Funding Account:	_____	Amount:	_____
Legal Review Required:	N/A ☐ Required ☒	1295 Form Required?	Yes ☐ No ☒
Finance Review Required:	N/A ☐ Required ☒	Date Completed:	<u>2/3/2025 SLH</u>
		Date Completed:	<u>CT 2/3/25</u>

Supporting documents attached:

1. 2025 Sunrise Rotary Music Fest; License Agreement
 2. Exhibit A; 2025 Sunrise Rotary Music Fest Map
 3. 2024 Sunrise Rotary Music Fest; License Agreement
-

Recommendation: Move to approve a License Agreement for the Exclusive Use of City Property between the City of Alvin and the Alvin Sunrise Rotary Foundation for the Music Festival and Bar-B-Q Cook-Off at Briscoe Park from March 24, 2025, to March 30, 2025, with the actual event scheduled for Friday, March 28, 2025, at 10:00 a.m., through Sunday, March 30, 2025 at 1:00 a.m.; and authorize the City Manager to sign the Agreement upon legal review.

Reviewed by Department Head, if applicable: ____
Reviewed by City Attorney, if applicable: X

Reviewed by Chief Financial Officer, if applicable: X
Reviewed by City Manager, if applicable: X

**LICENSE AGREEMENT
FOR EXCLUSIVE USE OF CITY PROPERTY**

THIS LICENSE AGREEMENT (“Agreement”) is entered into on this _____ day of _____, 2025, by and between the City of Alvin, a municipal corporation (“the City”), and Alvin Sunrise Rotary Foundation, a Domestic Non-Profit Corporation (“Licensee”).

RECITALS:

- A. The Licensee hereby requests use of a city park for a fundraising event for the Alvin Sunrise Rotary Foundation and agrees to abide by all rules and procedures as set forth by the City.
- B. Licensee has requested the City to issue Licensee a license for the purpose of holding the Alvin Music Festival and Cook-Off in the city park known as Briscoe Park, located at 3625 Briscoe Drive, Alvin, Texas, for the purpose of providing music and other entertainment. Licensee will have exclusive use of the city park, charge admission to the public to enter the city park property, and sell beer, food, and other items.
- C. The City and Licensee entered into a donation agreement signed by Mayor Paul Horn with authorization from the City Council on December 18, 2014, which granted the Licensee naming rights to the pavilion located at Briscoe Park ending January 1, 2034.

NOW, THEREFORE, and subject to the terms and conditions below, the City hereby grants to Licensee the exclusive use of the city park described and defined below and, in consideration of the license granted to Licensee herein, Licensee agrees to the following:

1. Licensed Property. The licensed property consists of that city park property highlighted on the map attached as Exhibit A, (the “Licensed Property”), known as Briscoe Park, located at 3625 Briscoe Drive, Alvin, Texas. The Licensee accepts the property “as is” and the City makes no warranty or guarantee as to the suitability of said property for the purpose of a fundraising event involving the sale of beer and food and providing music and other entertainment.

2. Purposes. Licensee may use the Licensed Property for the purposes stated herein and for no other purpose or use without the express written consent of the City.

3. Term of License. This License shall begin Monday, March 24, 2025, at 6:00 a.m. and continue through Sunday, March 30, 2025, at 9:00 p.m. (a period of approximately seven (7) consecutive days), unless revoked earlier by the City at its sole discretion.

4. Operation Requirements.

Licensee agrees to the following:

- a. Licensee shall adhere to all local, state and federal regulations concerning the sale and distribution of food and alcohol, including obtaining a food/beverage sales permit and alcoholic beverage distribution requirements and permit.
- b. Licensee shall obtain a sound and noise permit. The approval of said permit shall exempt the Licensee from the current maximum permissible sound levels outlined in Section 15-9.2 of the City of Alvin's Code of Ordinances. This exemption is clearly stated in Section 15-9.4 of the Code of Ordinances.
- c. Licensee shall fence the entire Licensed Property area to be used for Licensee's exclusive use.
- d. Licensee shall provide security personnel for the entire time Licensee sells or distributes alcoholic beverages on Friday, March 28, 2025, beginning at 4:00 p.m. through 12:00 a.m. and Saturday, March 29, 2025, beginning at 10:00 a.m. through Sunday, March 30, 2025, 1:00 a.m., and in accordance with all local, state and federal regulations concerning the sale and distribution of alcoholic beverages.
- e. Licensee agrees the security and traffic operational plan will be developed and staffed by Alvin Police Department and Office of Emergency Management. Licensee shall pay the personnel contracted to provide security and traffic control for the event.
- f. Licensee acknowledges the required security personnel is defined in the Event Application. Licensee further acknowledges the Alvin Chief of Police or designee reserves the right to establish, change or modify the amount and type of peace officers needed.
- g. Licensee and its agents shall maintain the property in a reasonably clean condition, and, at the termination of the license, shall remove all equipment, refuse and any other materials brought onto the property by the Licensee and/or its guests.
- h. Licensee shall abide by all the terms of the Event Application, Ordinances and/or Fees that are not excepted in this Agreement.

City agrees to the following:

- a. Authorize Licensee (TABC permit holder) to sell alcoholic beverages on the Licensed Property during the term of the License in accordance with local, state and federal regulations concerning the sale and distribution of alcohol.
- b. Provide necessary barricades and cones for street closures at no cost to Licensee.
- c. Provide onsite EMS personnel and ambulance at no cost to Licensee.
- d. Provide onsite Alvin Office of Emergency Management Mobile Command Truck at no cost to Licensee.

- e. Provide use of up to 20 picnic tables and 30 trash barrels with liners at no cost to Licensee.
- f. Provide electricity and water, where already furnished, which includes electrical outlets, security lights, athletic field lighting as well as interior and exterior lighting on the concession stand and press box buildings at no cost to Licensee.
- g. Contribute Twenty Thousand and No/100 Dollars (\$20,000) from the Hotel Occupancy Tax Fund to be used in accordance with the Hotel Occupancy Tax Funding Application approved by the Hotel Occupancy Tax (H.O.T.) grant review committee on October 14, 2024.
- h. Provide up to 15 hours of the Alvin Fire Marshal or Assistant Fire Marshal's time for inspection of cookers and other Fire Safety and prevention services required by the City at no cost to Licensee.
- i. Waive tent permit fee for each participating cooker/cook team required by Section 28-2, Code of Ordinances.
- j. Reimbursement to Alvin Sunrise Rotary not to exceed \$1,500 for rental of a portable restroom trailer.

5. Qualifications of Licensee. Licensee shall be qualified to perform all activities described in the Recitals and shall perform all activities in compliance with applicable laws and regulations.

6. Indemnification and Insurance. Licensee shall defend, indemnify and hold harmless the City, its officers, agents, employees, successors and assigns from any and all claims, losses, costs, damages, expenses and liabilities, including reasonable attorneys' fees, for or from loss of life or damage or injury to any person or property of any person or entity, including, without limitation, the agents, officers, employees, invitees and licensees of the City, arising out of, connected with or incidental to, either directly or indirectly, Licensee's negligent use of, construction on, or maintenance of the Licensed Property during the term of this License by Licensee, its employees, agents, contractors and subcontractors, licensees or invitees or the exercise by Licensee of any of its rights or the performance by Licensee of any of its obligations. Licensee shall not interfere with or damage existing utility facilities or City infrastructure, on, off, under, or near the Licensed Property, and shall indemnify and reimburse the City for any damages, costs, expenses or liabilities resulting from Licensee's damage or interference therewith. The indemnity obligation contained in this Section shall survive the expiration or earlier termination of this License. In no event, however, shall the foregoing agreement to defend, indemnify and hold harmless the City be deemed to extend to any liability for any environmental condition of the Licensed Property.

Licensee shall, at its own expense, defend the City in all litigation, pay all reasonable attorneys' fees, reasonable damages, court costs and other reasonable expenses arising out of such litigation or claims incurred in connection therewith; and shall, at its own expense, satisfy and cause to be

discharged such judgments as may be obtained against the City, or any of its officers, agents or employees, arising out of such litigation.

Licensee shall not cause or permit any mechanic's or similar liens to be filed against City's property arising from any work done by Licensee, and Licensee hereby agrees to and shall indemnify and defend and hold harmless City with respect to any such lien or claim (including any attorneys' fees incurred by City in connection with any such lien or claim). If any mechanic's lien or other lien shall be created or filed against City's property by reason of labor performed by or materials furnished to Licensee, then Licensee shall, within ten (10) days thereafter, at Licensee's sole cost and expense, cause such lien or liens, together with any notices of intention to file mechanic's liens that may have been filed with respect thereto, to be satisfied or discharged of record.

Licensee shall take out and maintain at its own expense during the term of this License, Comprehensive General Liability insurance, wherein the City is named as an additional insured, as shall protect itself, the City, and any entity performing work covered by this License from claims for damage for personal injury, disease, illness or death, including accidental death, as well as from claims for property damages which may arise from operations under this License, whether such operations be by itself or by any entity or by anyone directly or indirectly employed by either of them. The Comprehensive General Liability insurance policy shall have limits of liability of not less than One Million Dollars (\$1,000,000.00) applicable to the liability assumed by Licensee under this Section 5. Licensee shall provide the City Manager for the city of Alvin, Texas, with a copy of its Certificate of Insurance at the time of execution of this License.

All insurance required hereunder shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Texas, and shall contain a provision whereby the insurer agrees not to cancel the insurance without ten (10) days prior written notice to the City Manager, 216 W. Sealy, Alvin, Texas 77511.

7. Events of Default. Each of the following, without limitation, shall constitute an event of default by Licensee:

- a. Licensee fails to keep, perform and observe any promise or agreement contained in this License; or
- b. Any lien is filed against the Licensed Premises because of any act or omission of Licensee.

7.1. Upon the occurrence of any of items (a) through (b) of Section 7, the City may, at its option, exercise any one or more of the following rights and remedies:

- a. deny access to the Licensed Property; or
- b. terminate this License Agreement; or
- c. exercise any and all additional rights and remedies that the City may have at law or in equity.

7.2. No waiver by the City at any time of any of the terms or conditions of this License Agreement shall be deemed or taken as a waiver at any time thereafter of the same or any other terms or condition herein or of the strict and prompt performance thereof.

No delay, failure or omission of the City to take or to exercise any right, power, privilege or option arising from any default, or subsequent acceptance of any fee then or thereafter accrued shall impair or be construed to impair any such right, power, privilege or option to waive any such default or relinquish thereof, or acquiescence therein and no notice by the City shall be required to restore or revive any option, right, power, remedy or privilege after waiver by the City of default in one or more instances.

No waiver shall be valid against the City unless reduced to writing and signed by an officer of the City duly empowered to execute same.

- 7.3. Except as otherwise provided herein, neither the City nor Licensee shall be deemed to be in default or breach of this License Agreement by reason of failure to perform any one or more of its obligations hereunder if, while and to the extent that such failure is due to acts of God, acts of government authority, or any other circumstances for which it is not responsible and which are not within its control; provided that Licensee's obligation to pay fees, additional fees, charges or other money payments required by this License Agreement which have been incurred prior to the force majeure event or following its cessation shall continue.

8. Compliance with Laws. Licensee shall comply with local, state, and federal laws, regulations, ordinances and orders governing the Licensed Property and the activities authorized hereunder, and shall obtain all necessary permits from the City prior to commencement of the activities authorized hereunder.

9. Safety Measures. Licensee shall fence, barricade or take such other measures as are necessary or appropriate to protect the general public from any danger posed by Licensee's activities or Licensee's property under this License. Licensee shall also take measures to protect existing City infrastructure on the property, including but not limited to sidewalks, water and sewer lines, water meters and other utilities.

10. Taxes and Other Charges. Licensee agrees to timely pay all taxes, if applicable, and any other charges or expenses attributable to Licensee's activities.

11. Surrender of Premises and Title to Improvements. Licensee shall release to the City possession of the Licensed Property on the time prescribed of this License, whether such cessation be by revocation, termination, expiration or otherwise, promptly and in good condition.

Prior to such surrender of the Licensed Property, Licensee shall restore and repair any and all damage to the Licensed Property caused by, related to or resulting from Licensee's operations thereon, normal wear and tear excepted.

12. Entire Agreement. This License constitutes the entire agreement between the parties as of the date hereof. Any provisions of prior licenses, agreements or documents which conflict in any manner with the provisions of this License are hereby specifically declared void and of no effect.

Except as otherwise specifically provided, any change in the terms of this Agreement shall be made by an amendment in writing and signed by both parties.

13. City's Right of Entry. The City of Alvin, its officers and employees, shall be entitled to enter the Licensed Property at any time for all reasonable purposes, including, without limitation, inspection of the Licensee's activities hereunder.

14. Right to Assign or Sublet. This License may not be assigned to any person or group, nor sublet in any part for any purpose without written consent from the City.

16. Notices. Notices shall be in writing and directed to the parties at the addresses below. Delivery shall be by hand delivery, facsimile, messenger, overnight courier, or via first class U.S. mail.

To the City of Alvin:

City Manager
216 W. Sealy
Alvin, Texas 77511

To the Licensee:

Name: Alvin Sunrise Rotary Foundation
Address: P.O. Box 42
Alvin, Texas 77512

Contact Person:
Phone:

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed as of the date first set forth above.

CITY OF ALVIN

By: _____
Junru Roland, City Manager

Date: _____

Signatures continued next page

The undersigned hereby agrees and consents to the terms and conditions of this License, and further states that she/he has authority to sign on behalf of the Licensee.

Signature: _____

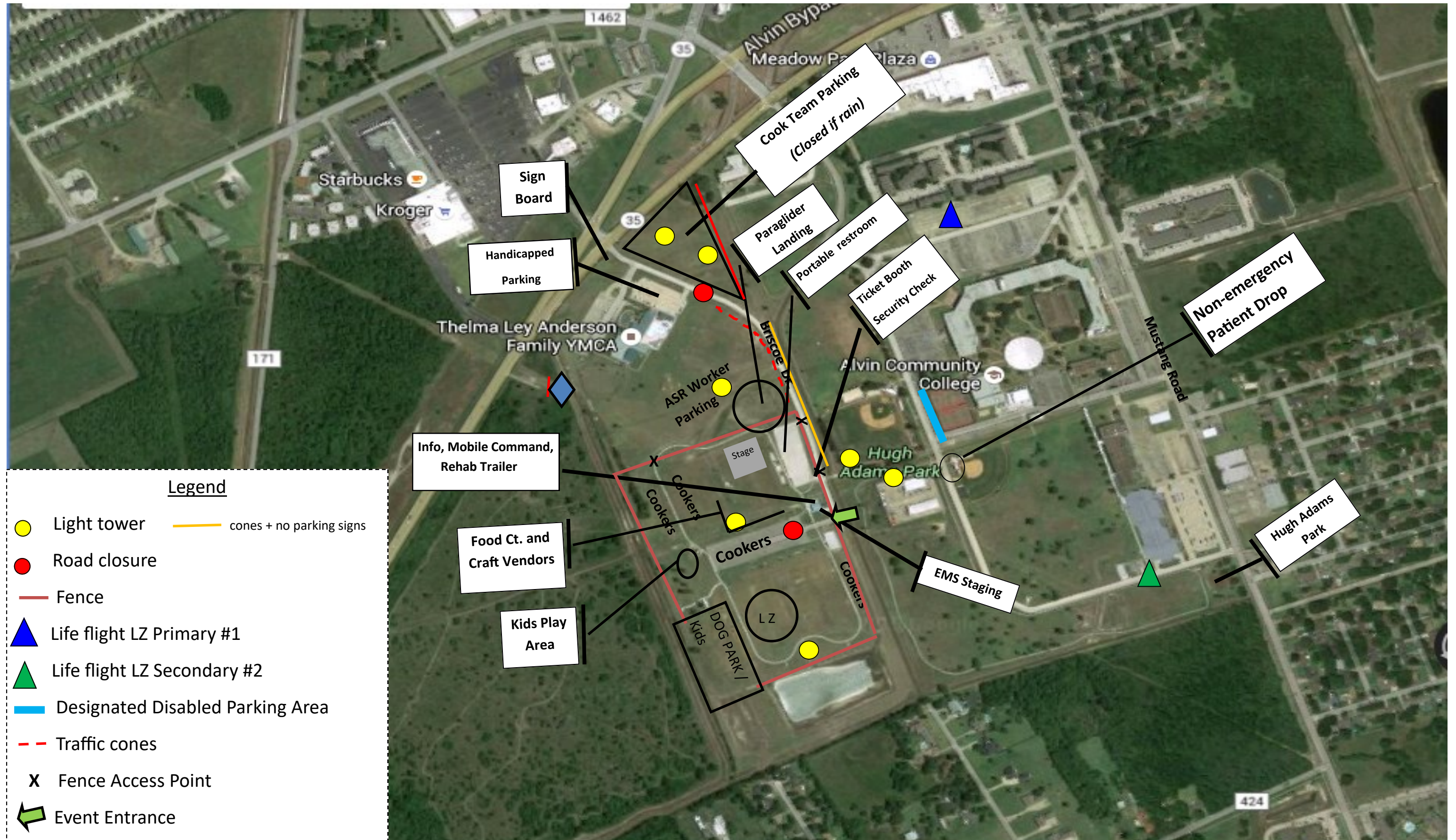
Title: _____, Alvin Sunrise Rotary Foundation

Print Name: _____

Date: _____

Attachment: Exhibit A [map]

2025 Alvin Sunrise Rotary Music Festival (March 29 & 30)



**LICENSE AGREEMENT
FOR EXCLUSIVE USE OF CITY PROPERTY**

THIS LICENSE AGREEMENT ("Agreement") is entered into on this 18th day of January, 2024, by and between the City of Alvin, a municipal corporation ("the City"), and Alvin Sunrise Rotary Foundation, a Domestic Non-Profit Corporation ("Licensee").

RECITALS:

- A. The Licensee hereby requests use of a city park for a fundraising event for the Alvin Sunrise Rotary Foundation and agrees to abide by all rules and procedures as set forth by the City.
- B. Licensee has requested the City to issue Licensee a license for the purpose of holding the Alvin Music Festival and Cook-Off in the city park known as Briscoe Park, located at 3625 Briscoe Drive, Alvin, Texas, for the purpose of providing music and other entertainment. Licensee will have exclusive use of the city park, charge admission to the public to enter the city park property, and sell beer, food, and other items.
- C. The City and Licensee entered into a donation agreement signed by Mayor Paul Horn with authorization from the City Council on December 18, 2014, which granted the Licensee naming rights to the pavilion located at Briscoe Park ending January 1, 2034.

NOW, THEREFORE, and subject to the terms and conditions below, the City hereby grants to Licensee the exclusive use of the city park described and defined below and, in consideration of the license granted to Licensee herein, Licensee agrees to the following:

1. Licensed Property. The licensed property consists of that city park property highlighted on the map attached as Exhibit A, (the "Licensed Property"), known as Briscoe Park, located at 3625 Briscoe Drive, Alvin, Texas. The Licensee accepts the property "as is" and the City makes no warranty or guarantee as to the suitability of said property for the purpose of a fundraising event involving the sale of beer and food and providing music and other entertainment.

2. Purposes. Licensee may use the Licensed Property for the purposes stated herein and for no other purpose or use without the express written consent of the City.

Term of License. This License shall begin Monday, March 18, 2024, at 6:00 a.m. and continue through Sunday, March 24, 2024, at 9:00 p.m. (a period of approximately seven (7) consecutive days), unless revoked earlier by the City at its sole discretion.

3. Operation Requirements.

Licensee agrees to the following:

- a. Licensee shall adhere to all local, state and federal regulations concerning the sale and distribution of food and alcohol, including obtaining a food/beverage sales permit and alcoholic beverage distribution requirements and permit.
- b. Licensee shall obtain a sound and noise permit. The approval of said permit shall exempt the Licensee from the current maximum permissible sound levels outlined in Section 15-9.2 of the City of Alvin's Code of Ordinances. This exemption is clearly stated in Section 15-9.4 of the Code of Ordinances.
- c. Licensee shall fence the entire Licensed Property area to be used for Licensee's exclusive use.
- d. Licensee shall provide security personnel for the entire time Licensee sells or distributes alcoholic beverages on Friday, March 22, 2024, beginning at 4:00 p.m. through 12:00 a.m. and Saturday, March 23, 2024, beginning at 10:00 a.m. through 1:00 a.m., and in accordance with all local, state and federal regulations concerning the sale and distribution of alcoholic beverages.
- e. Licensee agrees the security and traffic operational plan will be developed and staffed by Alvin Police Department and Office of Emergency Management. Licensee shall pay the personnel contracted to provide security and traffic control for the event.
- f. Licensee acknowledges the required security personnel is defined in the Event Application. Licensee further acknowledges the Alvin Chief of Police or designee reserves the right to establish, change or modify the amount and type of peace officers needed.
- g. Licensee and its agents shall maintain the property in a reasonably clean condition, and, at the termination of the license, shall remove all equipment, refuse and any other materials brought onto the property by the Licensee and/or its guests.
- h. Licensee shall abide by all the terms of the Event Application, Ordinances and/or Fees that are not excepted in this Agreement.

City agrees to the following:

- a. Authorize Licensee (TABCO permit holder) to sell alcoholic beverages on the Licensed Property during the term of the License in accordance with local, state and federal regulations concerning the sale and distribution of alcohol.
- b. Provide necessary barricades and cones for street closures at no cost to Licensee.
- c. Provide onsite EMS personnel and ambulance at no cost to Licensee.
- d. Provide onsite Alvin Office of Emergency Management Mobile Command Truck at no cost to Licensee.
- e. Provide use of up to 20 picnic tables and 30 trash barrels with liners at no cost to Licensee.
- f. Provide electricity and water, where already furnished, which includes electrical outlets, security lights, athletic field lighting as well as interior and exterior lighting on the concession stand and press box buildings at no cost to Licensee.
- g. Contribute Twenty Thousand and No/100 Dollars (\$20,000) from the Hotel Occupancy Tax Fund to be used in accordance with the Hotel Occupancy Tax Funding Application approved by the Hotel Occupancy Tax (H.O.T.) grant review committee on August 15, 2023.
- h. Provide up to 15 hours of the Alvin Fire Marshal or Assistant Fire Marshal's time for inspection of cookers and other Fire Safety and prevention services required by the City at no cost to Licensee.
- i. Waive tent permit fee for each participating cooker/cook team required by Section 28-2, Code of Ordinances.
- j. Reimbursement to Alvin Sunrise Rotary not to exceed \$1,500 for rental of a portable restroom trailer.

4. Qualifications of Licensee. Licensee shall be qualified to perform all activities described in the Recitals and shall perform all activities in compliance with applicable laws and regulations.

5. Indemnification and Insurance. Licensee shall defend, indemnify and hold harmless the City, its officers, agents, employees, successors and assigns from any and all claims, losses, costs, damages, expenses and liabilities, including reasonable attorneys' fees, for or from loss of life or damage or injury to any person or property of any person or entity, including, without limitation,

the agents, officers, employees, invitees and licensees of the City, arising out of, connected with or incidental to, either directly or indirectly, Licensee's negligent use of, construction on, or maintenance of the Licensed Property during the term of this License by Licensee, its employees, agents, contractors and subcontractors, licensees or invitees or the exercise by Licensee of any of its rights or the performance by Licensee of any of its obligations. Licensee shall not interfere with or damage existing utility facilities or City infrastructure, on, off, under, or near the Licensed Property, and shall indemnify and reimburse the City for any damages, costs, expenses or liabilities resulting from Licensee's damage or interference therewith. The indemnity obligation contained in this Section shall survive the expiration or earlier termination of this License. In no event, however, shall the foregoing agreement to defend, indemnify and hold harmless the City be deemed to extend to any liability for any environmental condition of the Licensed Property.

Licensee shall, at its own expense, defend the City in all litigation, pay all reasonable attorneys' fees, reasonable damages, court costs and other reasonable expenses arising out of such litigation or claims incurred in connection therewith; and shall, at its own expense, satisfy and cause to be discharged such judgments as may be obtained against the City, or any of its officers, agents or employees, arising out of such litigation.

Licensee shall not cause or permit any mechanic's or similar liens to be filed against City's property arising from any work done by Licensee, and Licensee hereby agrees to and shall indemnify and defend and hold harmless City with respect to any such lien or claim (including any attorneys' fees incurred by City in connection with any such lien or claim). If any mechanic's lien or other lien shall be created or filed against City's property by reason of labor performed by or materials furnished to Licensee, then Licensee shall, within ten (10) days thereafter, at Licensee's sole cost and expense, cause such lien or liens, together with any notices of intention to file mechanic's liens that may have been filed with respect thereto, to be satisfied or discharged of record.

Licensee shall take out and maintain at its own expense during the term of this License, Comprehensive General Liability insurance, wherein the City is named as an additional insured, as shall protect itself, the City, and any entity performing work covered by this License from claims for damage for personal injury, disease, illness or death, including accidental death, as well as from claims for property damages which may arise from operations under this License, whether such operations be by itself or by any entity or by anyone directly or indirectly employed by either of them. The Comprehensive General Liability insurance policy shall have limits of liability of not less than One Million Dollars (\$1,000,000.00) applicable to the liability assumed by Licensee under this Section 5. Licensee shall provide the City Manager for the City of Alvin, Texas, with a copy of its Certificate of Insurance at the time of execution of this License.

All insurance required hereunder shall be effected under valid and enforceable policies issued by insurers of recognized responsibility authorized to do business in the State of Texas, and shall contain a provision whereby the insurer agrees not to cancel the insurance without ten (10) days prior written notice to the City Manager, 216 W. Sealy, Alvin, Texas 77511.

6. Events of Default. Each of the following, without limitation, shall constitute an event of default by Licensee:

- a. Licensee fails to keep, perform and observe any promise or agreement contained in this License; or
- b. Any lien is filed against the Licensed Premises because of any act or omission of Licensee.

7.1. Upon the occurrence of any of items (a) through (b) of Section 7, the City may, at its option, exercise any one or more of the following rights and remedies:

- a. deny access to the Licensed Property; or
- b. terminate this License Agreement; or
- c. exercise any and all additional rights and remedies that the City may have at law or in equity.

7.2. No waiver by the City at any time of any of the terms or conditions of this License Agreement shall be deemed or taken as a waiver at any time thereafter of the same or any other terms or condition herein or of the strict and prompt performance thereof.

No delay, failure or omission of the City to take or to exercise any right, power, privilege or option arising from any default, or subsequent acceptance of any fee then or thereafter accrued shall impair or be construed to impair any such right, power, privilege or option to waive any such default or relinquish thereof, or acquiescence therein and no notice by the City shall be required to restore or revive any option, right, power, remedy or privilege after waiver by the City of default in one or more instances.

No waiver shall be valid against the City unless reduced to writing and signed by an officer of the City duly empowered to execute same.

7.3. Except as otherwise provided herein, neither the City nor Licensee shall be deemed to be in default or breach of this License Agreement by reason of failure to perform any one or more of its obligations hereunder if, while and to the extent that such failure is due to acts of God, acts of government authority, or any other circumstances for which it is not responsible and which are not within its control; provided that Licensee's obligation to pay fees, additional fees, charges or other money payments required by this License Agreement which have been incurred prior to the force majeure event or following its cessation shall continue.

7. Compliance with Laws. Licensee shall comply with local, state, and federal laws, regulations, ordinances and orders governing the Licensed Property and the activities authorized hereunder, and shall obtain all necessary permits from the City prior to commencement of the activities authorized hereunder.

8. Safety Measures. Licensee shall fence, barricade or take such other measures as are necessary or appropriate to protect the general public from any danger posed by Licensee's activities or Licensee's property under this License. Licensee shall also take measures to protect existing City infrastructure on the property, including but not limited to sidewalks, water and sewer lines, water meters and other utilities.

9. Taxes and Other Charges. Licensee agrees to timely pay all taxes, if applicable, and any other charges or expenses attributable to Licensee's activities.

10. Surrender of Premises and Title to Improvements. Licensee shall release to the City possession of the Licensed Property on the time prescribed of this License, whether such cessation be by revocation, termination, expiration or otherwise, promptly and in good condition.

Prior to such surrender of the Licensed Property, Licensee shall restore and repair any and all damage to the Licensed Property caused by, related to or resulting from Licensee's operations thereon, normal wear and tear excepted.

11. Entire Agreement. This License constitutes the entire agreement between the parties as of the date hereof. Any provisions of prior licenses, agreements or documents which conflict in any manner with the provisions of this License are hereby specifically declared void and of no effect. Except as otherwise specifically provided, any change in the terms of this Agreement shall be made by an amendment in writing and signed by both parties.

12. City's Right of Entry. The City of Alvin, its officers and employees, shall be entitled to enter the Licensed Property at any time for all reasonable purposes, including, without limitation, inspection of the Licensee's activities hereunder.

13. Right to Assign or Sublet. This License may not be assigned to any person or group, nor sublet in any part for any purpose without written consent from the City.

16. Notices. Notices shall be in writing and directed to the parties at the addresses below. Delivery shall be by hand delivery, facsimile, messenger, overnight courier, or via first class U.S. mail.

To the City of Alvin:

City Manager
216 W. Sealy
Alvin, Texas 77511

To the Licensee:

Name: Alvin Sunrise Rotary Foundation
Address: P.O. Box 42
Alvin, Texas 77512

Contact Person:
Phone:

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed as of the date first set forth above.

CITY OF ALVIN

By: _____

Junru Roland, City Manager

Date: _____

1/18/24

The undersigned hereby agrees and consents to the terms and conditions of this License, and further states that she/he has authority to sign on behalf of the Licensee.

Signature: _____

Title: _____

President

, Alvin Sunrise Rotary Foundation

Print Name: _____

1-18-24

Date: _____

1/18/24

Attachment: Exhibit A [map]

This aerial map illustrates the layout for an event at Alvin Community College. The map includes several labeled areas and features:

- Event Entrance:** Indicated by a green arrow pointing towards the center of the map.
- Life flight LZ Primary #1:** Marked with a blue triangle near the center.
- Life flight LZ Secondary #2:** Marked with a green triangle near the top right.
- Designated Disabled Parking Area:** A red dashed line outlines a specific parking area.
- Traffic cones:** Represented by red dots, primarily located along the perimeter of the event area.
- Fence Access Point:** Marked with an 'X' on the map.
- Other Labeled Areas:**
 - Starbucks, Kroger, Sign Board, Handicapped Parking, Info, Mobile Command, Rehab Trailer, Food Ct., Kids Play Area, Dog Park / Kids, Cookers, LZ, Cocker, ASB Worker, Parking, Fragile, Landing, Portable restroom, Ticket Booth, Security Check, Cook Team Parking (Closed if rain), Non-emergency Patient Drop, Mustang Road, Alvin Community College, Hugh Adams Park, EMS Staging, High Adams Park, Meadows Plaza, 1462, 35, 171, 424.

Legend:

- Light tower: Represented by a yellow circle with a black dot.
- Road closure: Represented by a yellow line.
- Fence: Represented by a red line.
- Life flight LZ Primary #1: Represented by a blue triangle.
- Life flight LZ Secondary #2: Represented by a green triangle.
- Designated Disabled Parking Area: Represented by a red dashed line.
- Traffic cones: Represented by red dots.
- Fence Access Point: Represented by an 'X'.
- Event Entrance: Represented by a green arrow.
- cones + no parking signs: Represented by a yellow circle with a black dot.
- water container: Represented by a blue diamond.



City of Alvin Convention & Visitor's Bureau
216 W. Sealy
Alvin, TX 77511

August 2023

Dear Alvin Sunrise Rotary Club,

Following the Hotel Occupancy Tax (HOT) Grant review committee's determination on Tuesday, August 15, 2023, we are pleased to inform you that your organization has been awarded HOT grant funding for 2024. Funds provided by the HOT grant are used to help fund any expenditure or event that directly promotes tourism and generates stays in hotel rooms within the City of Alvin as mentioned in the guidelines. The review committee felt your event follows the guidelines and has rewarded the Alvin Sunrise Rotary Club's event, the Alvin Music Festival, \$20,000 in HOT grant funding.

This funding must be used to hire bands for the event as well as marketing of the event. The Alvin Sunrise Rotary Club will be rewarded \$10,000 before the event and then the remaining \$10,000 after the event and after the post event packet is received by the City. Once the post-event packet has been approved, the Alvin Sunrise Rotary Club will receive a check for the 2nd half of the grant.

I appreciate the time it takes to develop a community event and prepare an application for funding. Congratulations, your dedication to our community is being honored by this grant award. Thank you for your interest in and commitment to providing citizens of Alvin and visitors this exciting event.

Sincerely,

A handwritten signature in cursive script that reads "Athlyn Allen".

Athlyn Allen Roberts, City of Alvin Convention & Visitors Bureau



AGENDA COMMENTARY

Meeting Date: 2/6/2025

Department: City Secretary

Contact: Dixie Roberts, Asst. City Manager/City Secretary

Agenda Item: Consider accepting the resignation of Santos Garza from the Planning Commission.

Type of Item: Action Item

Summary: On Monday, January 13, 2025, The Assistant City Manager/City Secretary, Dixie Roberts, received a resignation letter from Santos Garza for his unexpired term on the Planning Commission. This agenda item is the formal acceptance of his resignation.

Consideration of appointment to that vacancy will be presented at a future meeting.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____

1295 Form Required? Yes ☐ No ☐

Legal Review Required: N/A ☒ Required ☐

Date Completed: 1/22/2025 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: _____

Supporting documents attached:

1. Santos Garza Resignation Letter; Planning Comm
-

Recommendation: Move to accept the resignation of Santos Garza from the Planning Commission.

Reviewed by Department Head, if applicable: ☐

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by City Manager, if applicable: ☒

Sara Cruz

Subject: FW: Planning Commission

From: Yahoo <____>
Sent: Monday, January 13, 2025 2:54 PM
To: Dixie Roberts <droberts@cityhall.cityofalvin.com>
Subject: Planning Commission

Caution: External email.

Good afternoon Miss Dixie,

I am submitting this email as formal notice that I will be resigning from the city of Alvin Planning Commission in keeping with the notice we received a few months ago regarding limiting the boards and/or commissions one can serve on. I am aware I was one year from renewing with the Planning Commission but have decided to go ahead and resign but still stay on with the BBOAA. I apologize for not getting this email sooner to you. Thank you.

Santos Garza



AGENDA COMMENTARY

Meeting Date: 2/6/2025

Department: City Secretary

Contact: Dixie Roberts, Asst. City Manager/City Secretary

Agenda Item: Consider accepting the resignation of Michelle Vela from the Civil Service Commission.

Type of Item: Action Item

Summary: On January 14, 2025, the City Manager received the resignation of Michelle Vela from the Civil Service Commission. Ms. Vela has been on the Civil Service Commission from its inception, having been appointed through the adoption of Resolution 22-R-29 for a term ending on December 31, 2025. She has moved out of the City of Alvin, and is therefore, no longer qualified to serve on the Commission.

"On January 14, 2025, the City Manager received the resignation of Michelle Vela from the Civil Service Commission. Ms. Vela has served on the Commission since its inception, having been appointed through the adoption of Resolution 22-R-29 for a term ending on December 31, 2025. Due to her relocation outside the City of Alvin, she is no longer eligible to serve on the Commission.

Residency is required by Section 143.006 (c)(3) of the Texas Local Government Code:

(c) A person appointed to the commission must: . . (3) be a resident of the municipality who has resided in the municipality for more than three years;

Advertisements have already begun in an effort to find a replacement for this vacancy.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 1/22/2025 SLH

Finance Review Required: N/A ☒ Required ☐

Date Completed: ☐

Supporting documents attached:

1. Michelle Vela Resignation Letter; Civil Service

Recommendation: Move to approve the resignation of Michelle Vela from the Civil Service Commission.

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☐

Reviewed by City Manager, if applicable: ☒

Dear City of Avin and City of Alvin Council,

I am writing to formally tender my resignation as President of the Board of the Civil Service Commission, effective January 14, 2025.

Serving as President of the Board has been a profound honor and privilege. Over the course of my tenure, I have witnessed the incredible dedication and professionalism of staff with the City of Alvin. Together, we have worked tirelessly to uphold the values of fairness, integrity, and transparency within the civil service commission, and I am deeply proud of the progress we have achieved.

This decision was not made lightly. After thoughtful consideration, I have decided to step down to as I have moved from the City of Alvin. I am confident that the Civil Service Commission will continue to thrive under capable leadership and that its vital mission will remain steadfastly upheld.

Please do not hesitate to reach out if there are specific matters that require my attention or handover.

I want to extend my heartfelt gratitude to my fellow board members, and staff, for their unwavering support and collaboration during my time as President. It has been an incredible journey, and I leave with immense respect and admiration for the work we have accomplished together.

Thank you once again for the opportunity to serve in this capacity. I wish the Civil Service Commission continued success in its endeavors.

Sincerely,

Michelle Vela
President of the Board
Civil Service Commission



AGENDA COMMENTARY

Meeting Date: 2/6/2025

Department: Legal Department

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Resolution 25-R-04, releasing and abandoning a 0.0741 acre utility easement located on property on County Road 171/South Johnson Street, south of FM 1462, for the Texas Department of Transportation State Highway 99 road project, and authorize the Mayor to sign the Release upon legal review.

Type of Item: Resolution

Summary: This Resolution formally acknowledges the City's release and abandonment of a 0.0741 acre utility easement on CR 171/South Johnson Street, south of FM 1462.

The property owners, Barbara Louise Davis and Susan Lee Williams, have agreed to sign a deed to the State of Texas for the Texas Department of Transportation's State Highway 99 project. This easement must be formally released so that the title company can process the closing of this parcel.

Staff recommends approval of Resolution 25-R-04.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒

Budgeted Item: Yes ☐ No ☐ N/A ☒

Funding Account: ☐ **Amount:** ☐

1295 Form Required? Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒

Date Completed: 1/22/2025 SLH

Finance Review Required: N/A ☐ Required ☒

Date Completed: CT 2/3/25

Supporting documents attached:

1. Res 25-R-04; Releasing Utility Easement for TxDot
 2. Release and Exhibit A (Metes and Bounds)
-

Recommendation: Move to approve Resolution 25-R-04, releasing and abandoning a 0.0741 acre utility easement located on property on County Road 171/South Johnson Street, south of FM 1462, for the Texas Department of Transportation State Highway 99 road project, and authorize the Mayor to sign the Release upon legal review

Reviewed by Department Head, if applicable: ☐

Reviewed by City Attorney, if applicable: ☒

Reviewed by Chief Financial Officer, if applicable: ☒

Reviewed by City Manager, if applicable: ☒

RESOLUTION 25-R-04

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, RELEASING AND ABANDONING A UTILITY EASEMENT LOCATED ON PROPERTY ON COUNTY ROAD 171, SOUTH OF FM 1462, FOR THE TEXAS DEPARTMENT OF TRANSPORTATION STATE HIGHWAY 99 ROAD PROJECT, AND AUTHORIZE THE MAYOR TO SIGN THE RELEASE UPON LEGAL REVIEW.

WHEREAS, the City of Alvin, Texas, desires to release and abandon a UTILITY EASEMENTS, attached hereto as Exhibit 1, previously granted to the City and more formally described as follows:

All that certain 0.0741 acres out of Lot 6 of the Plat of the North 1/2 Subdivision of Section 17, Hooper & Wade Survey, Abstract Number – 423, according to the plat thereof filed in Volume 17, Page 248 Brazoria County Deed Records, Alvin, Brazoria County, Texas, and being that certain called 18.8 acre tract described in a deed dated 09-09-1998 from the Weldon R. Stephen Marital trust to Barbara Louise Davis (1/2 interest) and Susan Lee Williams (1/2 interest) as filed in Official Records of Real Property of Brazoria County at Clerk's File Number 98-038365.

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

Section 1. That the City Council hereby releases and abandons the Utility Easement previously granted to the City of Alvin.

Section 2. That said Release shall be recorded in the Deed Records of Brazoria County, Texas.

Section 3. That this Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED on this the 6th day of February 2025.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Gabe Adame, Mayor

By: _____
Dixie Roberts, City Secretary

WHEN RECORDED MAIL ORIGINAL TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE

RELEASE

(GF 1035012400323T)

WHEREAS, on or about April 3, 2002, **BARBARA LOUISE DAVIS** and **SUSAN LEE WILLIAMS**, granted that one (1) certain roadway easement (herein referred to as the "*Easement*") to the **CITY OF ALVIN** ("*City*") covering a tract or parcel being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purpose (the "*Property*"); and

WHEREAS, the Easement was recorded in the Official Public Records of Real Property under County Clerk's File No. 02-019757 of the Official Public Records of Brazoria County, Texas; and

WHEREAS, the City has agreed to abandon and release the Easement.

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration in hand paid to the undersigned, the receipt and sufficiency of which are hereby expressly stipulated to and acknowledged, the City has **ABANDONED** and **RELEASED**, and by these presents does hereby fully and finally **ABANDON** and **RELASE** the Easement and the Property covered by the Easement.

This Release shall be binding upon the undersigned, their respective legal representatives, heirs, administrators, executors, successors and assigns.

EXECUTED this the ____ day of _____, 2024.

CITY OF ALVIN

By _____

Name _____

Title _____

THE STATE OF TEXAS:

COUNTY OF _____:

This instrument was acknowledged before me on the ____ day of _____,
20____, by _____ (Name) _____ (Title)
on behalf of the CITY OF ALVIN.

Notary Public

My Commission Expires:

EXHIBIT "A"

PARCEL NUMBER 3
METES AND BOUNDS DESCRIPTION
0.0741 ACRE OUT OF LOT 6 OF THE PLAT OF THE NORTH 1/2
SUBDIVISION OF SECTION 17, HOOPER & WADE SURVEY
ABSTRACT NUMBER - 423
ALVIN, BRAZORIA COUNTY, TEXAS

All that certain 0.0741 acre out of Lot 6 of the Plat of the North 1/2 Subdivision of Section 17, Hooper & Wade Survey, Abstract Number - 423, according to the plat thereof filed in Volume 17, Page 348 Brazoria County Deed Records, Alvin, Brazoria County, Texas and being out of that certain called 18.8 acre tract described in a deed dated 09-09-1998 from the Weldon R. Stephen Marital trust to Barbara Louise Davis (1/2 Interest) and Susan Lee Williams (1/2 Interest) as filed in Official Records of Real Property of Brazoria County at Clerk's File Number 98-038365 and being more particularly described by metes and bounds as follows (bearings based on the west right-of-way line of State Highway 35 to be N 28° 44' 41" E);

Beginning at a found 5/8" iron rod marking the intersection of the east right-of-way line of Johnson Street (60' wide) and the south line of said Lot 6, said point also marking the northwest corner of that certain Tract 12 (called 1.8569 acres) described in a deed dated 03-17-1987 from Larry K. Montgomery, Executor and Trustee to Bobbie Ann Briscoe Moore as filed in Volume (87)405, Page 642 Brazoria County Official Records;

1. Thence N 06° 04' 15" E - 198.19' with the east right-of-way line of said Johnson Street to a set 5/8" iron rod with cap for corner;
2. Thence S 83° 55' 45" E - 10.00' to a set 5/8" iron rod with cap for corner;
3. Thence S 06° 04' 15" W - 50.00' to a set 5/8" iron rod with cap marking the point of curvature of a curve to the left having a radius of 310.00' and a central angle of 23° 37' 09";
4. Thence with said curve an arc distance of 127.79' and a chord bearing and distance of S 05° 44' 20" E - 126.89' to a set 5/8" iron rod with cap for corner on the south line of said Lot 6;
5. Thence S 62° 22' 40" W - 43.23' with the south line of said Davis & Williams tract and the north line of said Moore tract to the POINT OF BEGINNING and containing 0.0741 acres (3,230 square feet) of land, more or less.

This metes and bounds description is accompanied by a separate plat, drawing or exhibit per Texas Board of Professional Land Surveyor's "General Rules of Procedures and Practices" Section 663.19(9).

Compiled by:
C.L. Davis & Company
Job Number: 11-726P3
06/29/01
Revised 07/23/01



A handwritten signature in black ink, appearing to read "Eric A. Kreiner", written over a horizontal line.

11-726 Parcel 3 Mkt.doc