

City of Bellaire

MAYOR AND COUNCIL
DECEMBER 17, 2018

Council Chamber	Regular Session	7:00 PM
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FIRST FLOOR OF CITY HALL
7008 S. RICE AVENUE
BELLAIRE, TX 77401

Agenda

Mayor

Andrew S. Friedberg

Mayor Pro Tem

Gus E. Pappas

Council Member

Neil Verma

Council Member

Trisha S. Pollard

Council Member

Pat B. McLaughlan

Council Member

Michael Fife

Council Member

David R. Montague

Mission Statement:

The City of Bellaire is dedicated to outstanding quality service and facilities to ensure an open, progressive, and secure community.

REGULAR SESSION - 7:00 P.M.

- A. Call to Order - Andrew S. Friedberg, Mayor.**
- B. Announcement of a Quorum - Andrew S. Friedberg, Mayor.**
- C. Inspirational Reading and/or Invocation - Michael Fife, Council Member.**
- D. Pledges to The Flags - Michael Fife, Council Member.**

- 1. U.S. Pledge of Allegiance:**

I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all.

- 2. Pledge to the Texas Flag:**

Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.

- E. Recognition of Proclamation.**

Issuance of a proclamation by Andrew S. Friedberg, Mayor, proclaiming Monday, December 17, 2018, as Officer Max Boatwright Day in the City of Bellaire, Texas, and offering our community's very best wishes and encouragement in his ongoing battle with cancer and our hopes that all his dreams come true.

- F. Personal/Audience Comments.**

To address the City Council, please complete a sign-up sheet (located at the entrance to the Council Chamber), and submit it to City Clerk Tracy L. Dutton prior to the time for personal/audience comments. Each speaker shall have a time limit of up to five (5) minutes, with no extension, and with notice after four (4) minutes that one (1) minute is left. In the event of pressing business before the City Council or matters requiring its immediate attention or action, the City Council may, prior to the opening of audience comments, set a different maximum time limit for each speaker by a vote of four (4) members of the City Council.

The purpose of this item is to allow the residents of Bellaire and other interested persons an opportunity to address the City Council on agenda issues and on non-agenda issues that are a matter of the jurisdiction of the City Council (i.e., City policy and legislative issues). Non-agenda issues regarding daily operational or administrative matters should be first dealt with at the administrative level by calling City Hall at (713) 662-8222 during business hours.

[Note: The *Texas Open Meetings Act*, *Texas Government Code*, Chapter 551, prohibits the City Council from fully discussing, debating, or considering subjects for which public notice has not been given on the agenda. Issues that cannot be referred to the City Staff for action may be placed on the agenda of a future City Council Session.]

G. Reports and Presentations:

1. City Manager's Report regarding communication, field and personnel updates, calendar reminders, and notes of appreciation - Submitted by Paul A. Hofmann, City Manager.
2. Presentation on progress made to date on the Bellaire Master Drainage Concept Plan - Submitted by Michael Leech, Director of Public Works.

H. New Business.**1. Consent Agenda:**

Items set out in the consent agenda are considered routine and are recommended for approval by the passage of a single motion, without discussion or debate, that the consent agenda be adopted. Upon request of any member of City Council, items shall be removed from the consent agenda and considered separately.

a. Approval of Minutes.

Consideration of and possible action on the adoption of the minutes of the Regular Session of the City Council of the City of Bellaire, Texas, held on Monday, October 15, 2018 - Submitted by Tracy L. Dutton, City Clerk.

Mayor and Council - Regular Session - Oct 15, 2018 5:45 PM

b. Adoption of Ordinance and Resolution:

1. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, appointing Alan P. Petrov as City Attorney and authorizing the City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, a Legal Service Agreement by and between Johnson Petrov LLP and the City of Bellaire, Texas, effective as of December 3, 2018 - Submitted by Tracy L. Dutton, City Clerk, on behalf of the City Council.
2. Consideration of and possible action on the adoption of a resolution of the City Council of the City of Bellaire, Texas, to assist persons with the filing of a Fair Housing Amendments Act of 1988 Complaint - Submitted by ChaVonne Sampson, Director of Development Services.

2. Adoption of Ordinances:

- a. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, Change Proposals 6, 7, 20, 25, 26, 27, 28, 32, 33, 34, and 35 to the Guaranteed Maximum Price Contract with Horizon | Christensen, a Joint Venture, for the construction of the Municipal Facilities Project in the amount of \$302,516.00 - Submitted by Michelle Jordan, Project Manager.

- b. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager of the City of Bellaire, Texas, to execute, for and on behalf of the City of Bellaire, Texas, an "Application for Pay Estimate No. 5 – Final" with Main Lane Industries, Ltd., in the amount of \$229,630.49 to a contract for the FY 2017 Street and Sidewalk Pavement Management Project and authorizing the City to make the final payment to Main Lane Industries, Ltd., on said project in the amount of \$229,530.49 - Submitted by Michael Leech, Director of Public Works.
- c. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, a Standard Form of Agreement with ARKK Engineers, LLC, for the provision of design engineering and construction administration services associated with the Bonds for Better Bellaire 2016 Group A Phase 3 Waterline Replacement Project in an amount not to exceed \$523,545.00 - Submitted by Michael Leech, Director of Public Works.
- d. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, a Standard Form of Agreement with KIT Professionals, Inc., for the provision of third party review of design plans and construction management and inspection services associated with the Bonds for Better Bellaire 2016 Group A Phase 3 Waterline Replacement Project in an amount not to exceed \$301,180.00 - Submitted by Michael Leech, Director of Public Works.
- e. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, amending Chapter 33, Telecommunications, Article II, Small Cell Network Facilities, and Appendix A to Chapter 33, Design manual, of the Code of Ordinances of the City of Bellaire, Texas, for the purpose of regulating the placement of small cell network facilities within public rights-of-way and the application process for the placement of small cell network facilities within public rights-of-way - Submitted by ChaVonne Sampson, Director of Development Services.

I. Community Interest Items from the Mayor and Council.

It is the intent of this item to provide members of the City Council the opportunity to make a report about items of community interest, which may include expressions of thanks, congratulations, or condolence; information regarding holiday schedules; honorary recognition of City officials, employees, or other citizens or entities; reminders of upcoming events sponsored by the City or another entity that is scheduled to be attended by a City official or City employee; and announcements involving an imminent threat to the public health and safety of people in Bellaire that has arisen after the posting of the agenda.

No action may be taken on a reported item of community interest, and no possible action discussed except a proposal to place the subject on the agenda for a subsequent meeting.

See Texas Government Code, Chapter 551, Open Meetings Act, Section 551.0415.

J. Adjourn.

Mayor and Council

Council Chamber, First Floor of City Hall
Bellaire, TX 77401-4411

City of Bellaire

Meeting: 12/17/18 07:00 PM
Department: City Clerk
Category: Proclamation
Department Head: Tracy L. Dutton
DOC ID: 2758

SCHEDULED**PROCLAMATION (ID # 2758)**

Item Title:

Issuance of a proclamation by Andrew S. Friedberg, Mayor, proclaiming Monday, December 17, 2018, as Officer Max Boatwright Day in the City of Bellaire, Texas, and offering our community's very best wishes and encouragement in his ongoing battle with cancer and our hopes that all his dreams come true.

Background/Summary:

Meet Max Boatwright. He was diagnosed with a brain tumor in 2015 at age 4. He has gone through a lot since then and had a bone marrow transplant on May 1, 2018 and as of now he is doing well.

On Tuesday, November 20th at 10:00 a.m., Max became Officer Max Boatwright. He was sworn in as a Bellaire Police Officer in the Council Chamber of the old City Hall. The Bellaire Police Department and the Bellaire Police Officers' Association had a custom uniform tailored to meet Max's size. After the swearing in, he patrolled the streets of Bellaire with another police officer. Max's family joined him at the swearing in ceremony.

The Bellaire Police Department has worked with Stuff the Sleigh for the past few years to fulfill the wishes of terminally ill children and this year we had the pleasure of meeting Max!

Previous Council Action Summary:

N/A

Fiscal Impact:

N/A

Recommendation:

N/A

ATTACHMENTS:

- Officer Max Boatwright 20181217.doc (PDF)



Proclamation

Whereas, Officer Max Boatwright began his career with the Bellaire Police Department on November 20, 2018, fulfilling his dream of wearing the badge so he can catch bad guys and put them in jail; and

Whereas, following his swearing-in ceremony, Officer Boatwright got right to work, joining his brothers and sisters in blue for Roll Call, then went out on patrol and made his first traffic stop; and

Whereas, just seven years old, Officer Boatwright is Bellaire's youngest officer, but also one of its bravest, fighting crime with the same courage, tenacity and determination as in his ongoing battle with cancer, having undergone treatment for a brain tumor and more recently a bone marrow transplant; and

Whereas, he is supported by Stuff the Sleigh, a non-profit organization that brings the joy and spirit of Christmas through year-round giving to children who are affected by cancer and hematological conditions, and by the Bellaire Police Officers' Association, which arranged with the Department to have Officer Boatwright's uniform custom tailored for his size; and

Whereas, Officer Boatwright is an inspiration to us all, and the residents of Bellaire are grateful for the opportunity to get to know him and for his dedicated service to our community;

Now, Therefore, I, **Andrew S. Friedberg, Mayor of the City of Bellaire, Texas**, do hereby proclaim **December 17, 2018**, as

Officer Max Boatwright Day

in the City of Bellaire, Texas, and offer Max our very best wishes and encouragement on his journey to wellness and our hopes that all his dreams come true.



In Witness Whereof, I have hereunto set my hand and caused the seal of the City of Bellaire, Texas, to be affixed this 17th day of December, 2018.

Andrew S. Friedberg
Mayor
City of Bellaire, Texas

Mayor and Council

Council Chamber, First Floor of City Hall
Bellaire, TX 77401-4411

City of Bellaire

Meeting: 12/17/18 07:00 PM
Department: City Manager's Office
Category: Presentation
Department Head: Paul A. Hofmann
DOC ID: 2685

SCHEDULED**ACTION ITEM (ID # 2685)**

Item Title:

City Manager's Report regarding communication, field and personnel updates, calendar reminders, and notes of appreciation - Submitted by Paul A. Hofmann, City Manager.

Background/Summary:

Mayor and Council

Council Chamber, First Floor of City Hall
Bellaire, TX 77401-4411

City of Bellaire

Meeting: 12/17/18 07:00 PM

Department: Public Works

Category: Discussion

Department Head: Michael Leech

DOC ID: 2765

SCHEDULED**ACTION ITEM (ID # 2765)****Item Title:**

Presentation on progress made to date on the Bellaire Master Drainage Concept Plan - Submitted by Michael Leech, Director of Public Works.

Background/Summary:

The purpose of this agenda item is to provide City Council with a presentation on the progress made to date on the development of a regional drainage study between Harris County Flood Control (HCFC), the Texas Department of Transportation (TxDOT) and the City of Bellaire (COB). The corresponding presentation will include information describing the history and basis of the study as well as possible conceptual outcomes and levels of service. Preliminary estimates of cost and a preliminary project phasing plan will be discussed as well.

During each of the eight meetings of the Flood Hazard Mitigation Taskforce, participation in the development of regional solutions to drainage challenges was highlighted as a priority. To that end, a project was developed and incorporated into the FY19 CIP to study the major north/south drainage systems and Cypress Ditch to determine what can be done to improve their performance. Though the title of the project refers to the Bellaire north/south drainage systems and Cypress Ditch, the project is regional in nature. The regional aspects of this project are that flood waters enter the Bellaire drainage systems from areas outside of the City limits from points north and west, and that the storm water ultimately drains into Brays Bayou which serves multiple jurisdictions and is managed by Harris County Flood Control (HCFC).

To that end, and for the past several months, the City Engineer and Public Works Department have been working to find partners to participate in a study of this regional issue. Engineers and leadership team members from both TxDOT and HCFC agreed that the study was a worthy endeavor and committed to support the project. Staff support is important, but this does not ensure participation. This scope of work for this project will ultimately need to be approved by TxDOT and HCFC policy makers before financial participation in the study is finalized.

On a related note, the City of Houston was invited to participate. They were ultimately unable to do so but are interested in partnering from a data gathering and possibly a construction funding perspective when the time comes.

A team consisting of ARKK, Costello Inc. (CI), and Freese & Nichole Inc., (F&N) was developed to prepare a scope of work that all three parties, (TxDOT, HCFC and COB), would agree to and approve. The process that was implemented was that the scope would be developed by the consulting team and presented first to HCFC engineers and leadership for their consideration. Upon approval by HCFC engineering and leadership staff, the project scope would be sent to TxDOT engineers and leadership for their approval. Again, staff support from HCFC and TxDOT

is important, but does not ensure participation. This scope of work for this project will ultimately need to be approved by TxDOT and HCFC policy makers before financial participation in the study is finalized.

On December 6, 2018, HCFC staff including Executive Director, Mr. Russell A. Pope, P.E. and Director of Operations Mr. Matthew Zeve, P.E., provided engineer and leadership approval of the scope of work which is attached to this memorandum.

On December 12, 2018, the City Engineer received word from TxDOT engineers and leadership representatives that they too support the project as proposed.

The next steps are as follows:

- Request City Council approval of the scope of work and authorize and engineer contract
- Request City Council approval of an interlocal agreement with HCFC
- Request City Council approval of a funding agreement with TxDOT

Public Works hoped to have these items ready for City Council consideration at the December 17th City Council meeting. Unfortunately, we were unable to meet this goal. We hope to have these items ready within the next 60 days for Council consideration. A more accurate schedule will be provided to the City Council as soon as possible. We will keep you informed as progress is made.

Previous Council Action Summary:

N/A

Fiscal Impact:

There is no impact relative to this agenda item. However, a future agenda item will request City Council approval of contract with ARKK and their team to perform the regional drainage study. The project budget for this work can be found in the FY19 CIP in the amount of \$315,000

City Attorney Review:

N/A

Recommendation:

The Public Works Director recommends City Council review and discuss the agenda item and corresponding presentation for a regional drainage study.

City of Bellaire

MAYOR AND COUNCIL
OCTOBER 15, 2018

Council Chamber and Council Conference Room Regular Session

5:45 PM

FIRST FLOOR OF CITY HALL
7008 SOUTH RICE AVENUE
BELLAIRE, TX 77401

REGULAR SESSION - 5:45 P.M.

A. Call to Order - Andrew S. Friedberg, Mayor.

Andrew S. Friedberg, Mayor, called the Regular Session of the City Council of the City of Bellaire, Texas, to order at 5:45 p.m. on Monday, October 15, 2018. The Regular Session was held in the Council Chamber, First Floor of City Hall, 7008 South Rice Avenue, Bellaire, Texas 77401-4411.

B. Announcement of a Quorum - Andrew S. Friedberg, Mayor.

Mayor Friedberg announced that a quorum of the members of the City Council of the City of Bellaire, Texas, was present as set forth in the table below.

Name	Title	Status
Andrew S. Friedberg	Mayor	Present
Gus E. Pappas	Mayor Pro Tem	Present
Neil Verma	Council Member	Present
Trisha S. Pollard	Council Member	Present
Pat B. McLaughlan	Council Member	Present
Michael Fife	Council Member	Present
David R. Montague	Council Member	Present

Also present was Tracy L. Dutton, City Clerk.

C. Board Interview (Council Conference Room):

Interview, discussion and evaluation of applicants interested in filling a vacancy on the Evelyn's Park Conservancy Board - Submitted by Tracy L. Dutton, City Clerk, on behalf of the City Council.

Mayor Friedberg read the agenda caption and advised that the board interview would be conducted in the Council Conference Room as it was more conducive to the process. He noted that board interviews were open to the public and invited those present to move with the City Council into the Conference Room.

Applicant Edward (Ed) Kahn interviewed with the City Council for the vacancy on the Evelyn's Park Conservancy Board. Following the interview, members of the City Council briefly discussed and evaluated the applicants that interviewed for the vacancy.

The City Council returned to the Council Chamber and continued with the Regular Session at 6:08 p.m.

D. Inspirational Reading and/or Invocation - Trisha S. Pollard, Council Member.

Trisha S. Pollard, Council Member, advised that Mayor Pro Tem Gus E. Pappas would provide the inspirational reading and lead the pledges to the flags. She indicated that she would do so at the next meeting of the City Council.

Gus E. Pappas, Mayor Pro Tem, provided the inspirational reading for the evening.

E. Pledges to the Flags - Trisha S. Pollard, Council Member.

Mayor Pro Tem Pappas led the members of the City Council and the audience in the U.S. Pledge of Allegiance and the Pledge to the Texas Flag.

I. PUBLIC HEARING (SPECIFIC USE PERMIT FOR DRIVE-THROUGH HAND CAR WASH AND DETAIL FACILITY)

A. Reading of the Notice of Public Hearing - Tracy L. Dutton, City Clerk.

Tracy L. Dutton, City Clerk, read the "Notice of Public Hearing" into the record. She advised that the notice was published in the legal notices section of the Southwest News on Tuesday, September 25, 2018 and on the City's official bulletin board and website on Thursday, September 27, 2018.

Notices were mailed to real property owners and assumed renters or tenants on Thursday, September 27, 2018 (80 notices were mailed). City Clerk Dutton advised that 58 properties were located within 500 feet of the site of the proposed car wash, one of which is a small tract owned by the City.

B. Summary of Public Hearing Procedure - Paul A. Hofmann, City Manager.

Paul A. Hofmann, City Manager, summarized the public hearing procedures for the evening.

C. Presentation of Proposal:

Public hearing on an application filed by Daniel Chang, as applicant, for a Specific Use Permit as required by Chapter 24, Planning and Zoning, Section 24-605, Application for Specific Use Permit, to allow for the operation of a drive-through hand car wash and detail facility at 5235 Bellaire Boulevard, Bellaire, Texas, in the Corridor Mixed-Use (CMU) Zoning District, as provided for in Section 24-536.B.(2)(d)(2) of the Code of Ordinances of the City of Bellaire, Texas - Submitted by ChaVonne Sampson, Director of Development Services.

Mayor Friedberg read the agenda caption and recognized ChaVonne Sampson, Director of Development Services, to introduce the item and provide an initial presentation.

ChaVonne Sampson, Director of Development Services, referred to a specific use permit application before City Council this evening for a car wash proposed to be located at 5235 Bellaire Boulevard, Bellaire, Texas. It was noted that on July 12, 2018, the Planning and Zoning Commission of the City of Bellaire, Texas ("PZC"), held a public hearing on this

matter. Five public comments were received that evening, four in opposition to the application and one in favor. Concerns related to environmental implications, noise and traffic.

Director Sampson reported that the PZC requested a traffic impact analysis to better understand the traffic in the area. A Development Review Committee (consisting of staff from the following areas: engineering, public works, building, planning, police and fire) met to discuss the concerns expressed during the public hearing. The Development Review Committee (DRC) found no cause to believe that the business would increase crime; and there were no concerns with respect to traffic circulation; however, a "right in" and a "right out" restricted to the drive of the business was recommended. With respect to noise, the DRC recommended the installation of a masonry wall along the rear of the property.

Director Sampson noted that the Development Services Department used a sound meter to determine the ambient sound limits over a period of 10-30 minutes to ensure that the limits were within 70 decibels as cited in Chapter 24 of the Code of Ordinances of the City of Bellaire, Texas. Development Services personnel also measured the sound level at a car wash similar to the one proposed. The car wash had a wood stockade fence along the rear of the property line (as opposed to the recommended masonry wall). The ambient sound level was 71 decibels for that car wash at the property line.

The PZC voted in September to approve the application with the following six conditions: 1) no public address system or speakers; 2) restriction of the hours of operation between 9:00 a.m. and 6:00 p.m., 7 days a week; 3) construction of a masonry wall in the rear of the property; 4) installation of landscaping; 5) implementation of a right turn in and right turn out constraint as recommended by the Development Review Committee; and 6) maintaining eight parking spaces throughout the duration of the specific use.

Director Sampson introduced Steven Soussan, a representative of the applicant to provide a brief description of the operation.

Steven Soussan, Broker, advised that the plan for the car wash was to have cars drive in and stack in the vacuum bay (two rows of four cars). The cars would be washed and rinsed at the back of the property. After cars were washed, the cars would then be stacked in two rows of three cars to be dried. It was noted that the existing structure would remain. The applicant intended to install awnings, beautify the existing poles, and create a seating area for customers.

D. Public Comment.

Mayor Friedberg announced that those present were welcome to provide comment on the subject matter of the public hearing. General comment on other topics would be received during the Regular Meeting immediately following the public hearing. He noted the time limit for speakers was five (5) minutes.

Ishaq Khan:

Mr. Khan addressed City Council, noting that he recently moved to Bellaire (July of this year) and purchased a home on Linden Street. His home was located directly behind the UPS store. Mr. Khan stated that he was not aware that an application for a car wash had been submitted to the City

when he purchased his home.

A video prepared by Mr. Khan of a test he conducted using a five-gallon wet/dry vacuum he had purchased from Home Depot was shown to the City Council. The decibel reading Mr. Khan obtained was 72 at 40 feet away from the vacuum. Mr. Kahn also expressed concern that the masonry wall might be an eyesore.

Andrea Blitzer:

Ms. Blitzer addressed City Council in opposition to the proposed car wash that would occupy the former Prosperity Bank property. In her opinion, the site was not a good fit for the business for the following reasons: 1) it backed up to high-end residential property and would be a noise and safety concern to the surrounding homes and adjacent streets; and 2) would be a visual assault on the eyes.

She stated her opinion that the City had made progress in bringing beautification to Bellaire. An example cited by Ms. Blitzer was the upscale commercial development at the corner of South Rice Avenue and Bellaire Boulevard.

In addition, Ms. Blitzer advised that there were several car washes located within a few miles' radius in more industrialized areas outside the central area of the City. She closed and stated that she hoped that City Council would have the vision to reject what she believed would be an unsightly blight.

Written Comments:

Mayor Friedberg summarized the written comments received in connection with the public hearing for the record.

In Favor:

Samir Mehta.

Opposed:

Marissa Yu;
Rohan Wagle;
Michelle Pan and Huiling Li;
Shannon Holloway;
Guoming Zhong;
Sharyn Wuang;
Ishaq Khan; and
Stephanie Goldfield.

Mayor Friedberg advised that complete copies of all written comments are distributed to members of City Council for consideration and are included in the official record of the public hearing.

E. Questions from the Mayor and City Council.

Mayor Friedberg opened the floor for questions from the Mayor and City Council. Members of the

City Council asked questions of Mr. Soussan, Director Sampson, and Director of Public Works Michael Leech regarding the application and operation of the car wash.

F. Close of the Public Hearing.

Mayor Friedberg announced that the public hearing was closed at 7:13 p.m. on Monday, October 15, 2018. He announced that oral public comment on the subject matter of the public hearing would not be received following the close of the public hearing. Written comments could be submitted to the City Council prior to final deliberation. Final deliberation was anticipated to occur on Monday, November 5, 2018; therefore, written comments should be submitted to the City Clerk by noon on Thursday, November 1, 2018 to be included in the record.

G. Adjourn.

Mayor Friedberg announced that the public hearing was adjourned at 7:14 p.m. on Monday, October 15, 2018.

II. REGULAR MEETING

A. Call to Order - Andrew S. Friedberg, Mayor.

Mayor Friedberg called the Regular Meeting of the City Council of the City of Bellaire, Texas, to order at 7:14 p.m. on Monday, October 15, 2018.

B. Announcement of a Quorum - Andrew S. Friedberg, Mayor.

Mayor Friedberg announced that a quorum of the members of the City Council was present as set forth in the table below.

Name	Title	Status
Andrew S. Friedberg	Mayor	Present
Gus E. Pappas	Mayor Pro Tem	Present
Neil Verma	Council Member	Present
Trisha S. Pollard	Council Member	Present
Pat B. McLaughlan	Council Member	Present
Michael Fife	Council Member	Present
David R. Montague	Council Member	Present

Also present were Paul A. Hofmann, City Manager; Alan P. Petrov, City Attorney; and Tracy L. Dutton, City Clerk.

C. Personal/Audience Comments.

Wesson Tribble:

Mr. Tribble addressed City Council regarding the construction project at Loop 610 and I-69. Because of the construction, he had observed people using Newcastle Drive as a shortcut. He urged City Council to consider the installation of stop signs to deter speeding along the portion of Newcastle Drive that had no traffic control devices.

Mark Schmulen:

Mr. Schmulen requested that the City Council amend the scope of the Bonds for Better Bellaire 2016 Group D Phase 1 Sidewalk project by removing the 4600 block of Oleander Street from the project. He noted that he also supported the request from his neighbors in the 4600 block of Laurel Street for removal from the project.

Mr. Schmulen commended City Council for taking into consideration and granting such requests from other blocks initially considered under the plan, including the 4500 block of Teas Street and the 5200 blocks of Willow, Laurel, and Linden Streets.

Reference was made to a petition Mr. Schmulen submitted the previous week calling for the postponement of installing sidewalks on the 4600 block of Oleander Street until the City can address the street's drainage issues. The petition was signed by 26 of the 28 property owners at the time of submission. Mr. Schmulen advised that he had obtained another signature (27 of 28) and submitted the original petition with 27 signatures to the City Clerk during Personal/Audience Comments.

In closing, Mr. Schmulen implored City Council to listen to and act on the will of their constituents. He stated his belief that installing sidewalks before addressing drainage was both fiscally and environmentally irresponsible and cited numerous instances in which he had seen flooding and ponding on Oleander Street.

Gerry McGreevy:

Mr. McGreevy addressed City Council and advised that he was speaking on the same issue as Mr. Schmulen and lent his support for the removal of the 4600 block of Oleander Street from the sidewalk project.

Mr. McGreevy indicated that residents were concerned about drainage and would like it raised to a higher priority than the installation of sidewalks. He advised that the 4600 block of Oleander Street ended at the Loop 610 Service Road and that he had not observed any pedestrians walking down Oleander from that direction.

In closing, Mr. McGreevy urged City Council to address drainage issues first.

John Bosco:

Mr. Bosco addressed City Council regarding priorities, such as addressing flooding. He expressed his concern that covering the ground with more concrete would not fix the flooding issues the City had.

He closed and urged City Council to grant the requests from the 4600 block of Oleander Street and the 4600 block of Laurel Street to remove those blocks from the sidewalk project.

Chris Canonico:

Mr. Canonico addressed City Council regarding sidewalks. He advised that he was currently rebuilding his home on a double lot after flooding from Hurricane Harvey, and stated that his existing home was the last old home on his side of the street. If he were required to construct a sidewalk in front of his home, it would go nowhere.

He urged City Council to continue building sidewalks with public funding in lieu of requiring new residential homes to construct a sidewalk in front of their home.

Luz Maria Corona:

Ms. Corona addressed City Council regarding the sidewalk project. She expressed concern over flooding issues and urged City Council to prioritize drainage over sidewalks.

Mike Jacobs:

Mr. Jacobs addressed City Council and expressed concern that a majority of City Council had made their minds up on sidewalks despite public input. He referenced a local group called "Sidewalk Choice" that would call for a special election on three items: 1) no sidewalks without drainage as determined by an independent third party hydrologist; 2) to force the City to seek the approval of residents and not the other way around before constructing any sidewalks; and 3) for the City to provide residents with a detailed environmental assessment of the City's construction efforts on residents' property before seeking their approval.

He continued and expressed concern regarding the City's debt and his belief that tax dollars had been mismanaged in recent years.

Patricia Bernstein:

Ms. Bernstein addressed City Council and requested sidewalks on Maple Street, which she believed were desperately needed. She noted that Maple Street was the last through-street before Beechnut Street and she had observed many people using her street as a cut-through.

Mike Parmet:

Mr. Parmet addressed City Council regarding sidewalks. He indicated that he was a supporter of sidewalks in Bellaire but supported a systematic approach that the entire community would invest in and support. He suggested that the current process for sidewalks in the City had so many iterations, which he viewed as a hodge-podge approach. He urged City Council to step back and regroup.

He encouraged City Council to suspend current plans for sidewalks and repeal the requirement for new construction to build sidewalks. The City had more important issues to deal with in his opinion.

Laura Zito:

Ms. Zito addressed City Council regarding sidewalks to be built with new construction. The people whose petitions were granted to remove their street or streets from the sidewalk project might still be required to put in a sidewalk if any new residential construction occurred on their street.

Ms. Zito cited several examples in the City's Southdale area where orphan sidewalks would not make sense in her opinion. She stated that City Council's vote this evening on the new construction issue was an important one.

Joseph Tedore:

Mr. Tedore addressed City Council in support of a repeal of Ordinance No. 16-030 to install

sidewalks when building a new house. He advised that in his opinion, a precedent was set many years ago to install sidewalks on one side of a street during a street reconstruction project.

He urged City Council to follow that precedent or float another bond issue to get a feel from residents as to their desires.

Denton Ragland:

Mr. Ragland addressed City Council on behalf of the Bellaire Business Association. He indicated that he was present with a reminder, an update, and an invitation. The reminder was the Bellaire Business Association's ("BBA") emerging website, bellairebiz.org. He provided an update of the campaign the BBA was launching to encourage residents to shop locally. That campaign, known as "Stay Loyal to Local," was slated to launch on November 5, 2018 to educate residents as to why it was important to buy locally.

Mr. Ragland invited City Council and residents to participate in an annual event, called the "Economic Luncheon," which would be held on October 24, 2018, at 11:30 a.m. at Evelyn's Park.

Thomas Lin:

Mr. Lin presented the original petition from the residents on the 4600 block of Laurel Street to City Council. He indicated that the petition requested that the Bonds for Better Bellaire 2016, Group D, Phase 1 Sidewalk project be amended to remove the 4600 block of Laurel Street from the project.

Mr. Lin advised that 20 of the 22 property owners in the 4600 block of Laurel Street had signed the petition. He highlighted a few comments that he heard while gathering signatures. One comment related to the fact that the 4600 block of Laurel Street intersected the Loop 610 Service Road, so the block was not a high pedestrian traffic pathway. Many of the residents felt that infrastructure spending should be a priority before sidewalks.

Mr. Lin closed and urged City Council to give the same consideration to the Laurel Street petition that had been given to other blocks.

Stacie Williams:

Ms. Williams addressed City Council and urged them to repeal Ordinance No. 16-030. She did not believe builders should be required to pour sidewalks for new construction homes, especially those resulting in orphan sidewalks to nowhere.

Ms. Williams asked to defer the rest of her time to Mr. Jacobs so that he could complete his comments.

Mike Jacobs:

Mr. Jacobs continued by referencing spending on recent projects, such as \$50,000 for a branding consultant and \$75,000 on a pathways plan that led to a PowerPoint presentation with 6' and 8' concrete paths through residents' yards. He encouraged residents to visit the Bellaire Civic Club website for more information on those projects.

Julie Steff:

Ms. Steff addressed City Council regarding Ordinance No. 16-030, which required builders to pour sidewalks for new residential construction. She expressed her belief that this only made sense on streets that already had some sidewalks to connect to. For those streets that did not have sidewalks, Ms. Steff advised that she felt it did not make sense to have orphan sidewalks that led to nowhere. Not only were they unusable, but they were eyesores, in her opinion, and they served as a temporary piecemeal approach to an issue that would still not be solved.

She closed by urging City Council to repeal Ordinance No. 16-030.

Bruce Brodie:

Mr. Brodie addressed City Council and provided an overview of rescue efforts he participated in during Hurricane Harvey. He urged City Council to spend funding on drainage and stated his belief that sidewalks were a much lower priority.

Mr. Brodie closed and encouraged City Council to listen to their constituency.

Stuart Harris:

Mr. Harris addressed City Council and stated his belief that the obligation of the City was to act in a thoughtful way. He stated his opinion that there needed to be a master planned approach to sidewalks that was thoughtful and added to the beauty of the City.

David Morris:

Mr. Morris addressed City Council and advised that he was the proud owner of an orphan sidewalk. He was required to construct a sidewalk in front of his home in 2001. Homes built after Mr. Morris' were not required to construct a sidewalk.

Mr. Morris continued and indicated that he was curious as to why City Council had not reacted more diligently to the overwhelming will of the citizens to not build the sidewalks. He stated his opinion that adequate lighting, specifically LED lighting, was needed in Bellaire. He urged City Council to spend the sidewalk monies on lighting.

Walter Grant:

Mr. Grant addressed City Council regarding sidewalks. Reference was made to Pocahontas Street, which was reconstructed and had new drainage. He noted that there was a sidewalk on the north side of the street. On the south side of the street, there was one orphan sidewalk. As many of the homes were constructed recently, he believed that the most that could be hoped for was nine sidewalks in the next ten years on that side of the street.

Mr. Grant closed and urged City Council to do away with orphan sidewalks.

Jane McNeel:

Ms. McNeel expressed her opinion that \$4 million for standalone sidewalks had been buried in a \$55 million bond issue proposed by the City in 2016. She stated her belief that \$17 million of the \$55 million was frittered away for standalone sidewalks, water meters, and wastewater treatment plant

improvements that could have been deferred in her opinion.

Other areas of concern cited by Ms. McNeel were monies recently spent on a branding study; the disappearance of the City seals on printed matter and vehicles; a pathways plan proposal which called for 6' to 8' concrete pathways; and the proposed conversion of three blocks of Spruce and Fifth Streets to include additional parking areas.

Written Comments:

Mayor Friedberg summarized written comments received by the City Council.

Group D, Phase 1, Sidewalk Project

Two written comments in opposition to a sidewalk on Oleander Street from **Irwin M. Barg** and **Robyn Repass**.

Sidewalk Requirement for New Residential Construction

One written comment in favor of retaining the ordinance, with modifications, from **Karey Halliday** and one comment in opposition from **Mary Alice Parmet**.

Sidewalks, Generally

Two comments in favor from **Jennifer Moren Cross** and **Kjersti Aagaard** and two comments in opposition to a sidewalk on Baldwin Avenue* from **Camile and Carl Brinkmann** and from **Lisa Jan**.

*Mayor Friedberg noted that Baldwin Avenue was not scheduled to receive sidewalks.

D. Reports and Presentations:

1. City Manager's Report regarding communication, field and personnel updates, calendar reminders, and notes of appreciation - Submitted by Paul A. Hofmann, City Manager.

Paul A. Hofmann, City Manager, presented the City Manager's Report dated October 15, 2018, to members of the City Council. The report consisted of communication updates, upcoming events, and an overview of upcoming City Council meetings and agenda items to be considered during those meetings.

Mayor Friedberg opened the floor for questions of City Manager Hofmann by members of the City Council. Following questions, Mayor Friedberg announced that the City Manager's Report was concluded and continued to the next report on the agenda.

2. Monthly Financial Report for the Period Ending August 31, 2018 - Submitted by Terrence Beaman, Chief Financial Officer.

Mayor Friedberg read the agenda caption and recognized Terrence Beaman, Chief Financial Officer, to provide the City's monthly financial report.

Terrence Beaman, Chief Financial Officer, advised that the General and Enterprise Funds were tracking according to projections. No anomalies occurred in either fund during the month of August. He advised that the Finance Department was working diligently to close

out the City's financials for fiscal year 2018 and indicated that the 4th quarter report would be presented to City Council on November 5, 2018.

Mayor Friedberg opened the floor for questions of Chief Financial Officer Beaman by members of the City Council. Following questions, Mayor Friedberg announced that the monthly financial report was concluded and continued to the next report on the agenda.

3. Quarterly Report from the Evelyn's Park Conservancy Board - Presented by Lou Waters, President of the Evelyn's Park Conservancy Board, and Patricia King-Ritter, Executive Director of Evelyn's Park.

Mayor Friedberg read the agenda caption and recognized Patricia King-Ritter, Evelyn's Park Director, and Lou Waters, Evelyn's Park Conservancy Board President, to provide the quarterly report.

Lou Waters, President of the Evelyn's Park Conservancy Board, provided a brief overview of Evelyn's Park for the audience. He advised that the Evelyn's Park Conservancy was a 501(c)(3) organization chartered and created to operate Evelyn's Park. He noted that four of the board members were appointed by the City and four were appointed by The Rubenstein Foundation. Evelyn's Park operated under an agreement with the City which defined the roles and responsibilities for each party. The presentation of quarterly reports was a requirement of that agreement.

Patricia King-Ritter, Evelyn's Park Director, provided an overview of staffing changes, goals for increasing programming and activities in the park, and communication improvements. Methods of improving included signage, improvements to the website, press releases, and the creation of a newsletter.

She advised that the main fundraiser for Evelyn's Park this year was a local music festival, and announced that Betsy's, an Adair concept restaurant, would become the permanent operator of the Yellow House at the beginning of November.

Director King-Ritter outlined some initiatives that she would like to consider, such as "Let's Go Outside" in partnership with The Nature Discovery Center; Night Out in the Park; Pop Up Playground; Pop Up Music Shop; and Pop Up Bike Shop.

President Waters provided a financial report for the quarter. He advised that Evelyn's Park had raised \$125,000.00 in both revenue and donations over the course of one quarter and had spent \$170,044.00. He noted that the cost to run the park over the course of a quarter was approximately \$51,000.00 (payroll, insurance, supplies, programming costs, etc.). President Waters advised that approximately \$53,000.00 had been spent on improvements to the park (play hill upgrades, completion of art installation, and installation of larger trees) and construction-related items that needed to be completed.

President Waters provided a construction and facilities update. He noted the installation of a drinking fountain and bottle filler at the Great Lawn, installation of three mobile umbrellas and repairs to the entry fountain.

In closing, President Waters referenced a joint development agreement underway for a new lease of CenterPoint property to be used by Evelyn's Park and the former bowling lanes

property currently being redeveloped in Southside Place. The new agreement would provide an increase in available parking spaces.

Mayor Friedberg opened the floor for questions of Director King-Ritter and President Waters. Following questions, Mayor Friedberg announced that the quarterly report was concluded and continued to the next item on the agenda.

E. New Business.

1. Consent Agenda:

a. Approval of Minutes:

Consideration of and possible action on the adoption of the minutes of the Regular Session of the City Council of the City of Bellaire, Texas, held on Monday, September 17, 2018 - Submitted by Tracy L. Dutton, City Clerk.

Mayor and Council - Regular Session - Sep 17, 2018 7:00 PM

b. Adoption of Ordinance:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager of the City of Bellaire, Texas, to execute, for and behalf of the City of Bellaire, Texas, a "Pay Estimate No. 3-Final" with Stripe Lines, Inc., in the amount of \$10,695.84 for the FY 2017 Street Striping Project, and authorizing the City Manager to release retainage to Stripe Lines, Inc., on said project in the amount of \$10,695.84, and accepting said project - Submitted by Michael Leech, Director of Public Works.

c. Group D Phase 1 Sidewalk Project Contract Disposition:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, to accept the withdrawal of RAC Industries, LLC's bid for the Bonds for Better Bellaire 2016 Group D Phase 1 Sidewalk project, Bid No. 18-010, and reject all bids submitted for said project; and to rescind Ordinance Nos. 18-056 and 18-057, which authorized the City Manager to execute Standard Forms of Agreement with RAC Industries, LLC, and ARKK Engineers, Inc., for said project - Submitted by Michael Leech, Director of Public Works.

Mayor Friedberg read the captions of the items on the Consent Agenda. He asked if any member of the City Council wished to remove any item from the Consent Agenda. Hearing none, Mayor Friedberg entertained a motion to adopt the Consent Agenda.

Motion:

To adopt the Consent Agenda dated October 15, 2018.

{Moved by Neil Verma, Council Member, and seconded by Michael Fife, Council Member}

Minutes Acceptance: Minutes of Oct 15, 2018 5:45 PM (Approval of Minutes.)

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Neil Verma, Council Member
SECONDER:	Michael Fife, Council Member
AYES:	Friedberg, Pappas, Verma, Pollard, McLaughlan, Fife, Montague

2. Adoption of Ordinances and Resolutions:

- a. Consideration of and possible action on a request to repeal or modify Ordinance No. 16-030, requiring that all new construction include the installation of sidewalks along each side of a property abutting a public street as set forth in Chapter 9, Buildings, Article II, Building Codes, Division 1, Generally, Sec. 9-22, Sidewalks required for new construction - Requested by Pat B. McLaughlan, Council Member.

Mayor Friedberg read the agenda caption and recognized ChaVonne Sampson, Director of Development Services, to provide an introduction of the item.

ChaVonne Sampson, Director of Development Services, advised that an ordinance had been prepared for City Council consideration that would repeal an ordinance passed by the City Council in June of 2016 requiring the construction of a sidewalk in conjunction with new residential construction. Since that ordinance went into effect in July of 2016, approximately 146 new home applications had been submitted. Of the 146, 40 homes had installed a sidewalk, 55 homes had called for a final inspection, and 11 homes were waiting on tonight's outcome.

Mayor Friedberg opened the floor for questions of Director Sampson. Following questions, Trisha S. Pollard, Council Member, offered a motion.

Motion:

To modify Ordinance No. 16-030, codified as Section 9-22, by adding a fee-in-lieu provision.

{Moved by Trisha S. Pollard, Council Member, and seconded by Michael Fife, Council Member}

Mayor Friedberg opened the floor for discussion and deliberation on the motion. Following discussion and deliberation, Mayor Friedberg offered an amendment in the form of a substitute motion.

Amendment (Substitute Motion):

To repeal Ordinance No. 16-030, codified as Section 9-22.

{Moved by Andrew S. Friedberg, Mayor, and seconded by Pat B. McLaughlan, Council Member}

Discussion ensued on the amendment (substitute motion). Following discussion and deliberation, action was taken on the amendment.

RESULT:	UNANIMOUS [7 TO 0]
MOVER:	Andrew S. Friedberg, Mayor
SECONDER:	Pat B. McLaughlan, Council Member
AYES:	Friedberg, Pappas, Verma, Pollard, McLaughlan, Fife, Montague
NAYS:	None
ABSENT:	None

In deliberation on the motion, as amended, the suggestion was made that if the motion carried, Section 9-22 thus repealed should be replaced with the former language of Section 9-22 in effect prior to adoption of Ordinance No. 16-030. It was noted that such action was not on the agenda tonight but would be placed on an upcoming agenda should the motion on the floor be adopted.

Action was taken on the motion, as amended.

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
MOVER:	Trisha S. Pollard, Council Member
SECONDER:	Michael Fife, Council Member
AYES:	Friedberg, Pappas, Verma, Pollard, McLaughlan, Fife, Montague

- b. Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, designating one (1) member to fill a vacancy on the Evelyn's Park Conservancy Board as the City's representative for a term commencing on October 15, 2018, and ending on June 30, 2020 - Submitted by Tracy L. Dutton, City Clerk.

Mayor Friedberg read the agenda caption and advised that the City Clerk had prepared ballots for the selection of a member to fill a vacancy on the Evelyn's Park Conservancy Board. As ballots were distributed, Mayor Friedberg opened the floor for discussion. Following discussion and mention of applicant Naveen Pinglay as the candidate of choice of several members of the City Council, Mayor Friedberg asked if there was an objection to the selection of Naveen Pinglay by acclamation in lieu of a ballot.

Gus E. Pappas, Mayor Pro Tem, objected and asked for the opportunity to submit ballots.

Mayor Friedberg read the results of the ballots, as tallied by the City Clerk: one vote for Traci Silverman (Mayor Pro Tem Gus E. Pappas); and six votes for Naveen Pinglay (Mayor Andrew S. Friedberg, Council Member Neil Verma, Council Member Trisha S. Pollard, Council Member Pat B. McLaughlan, Council Member Michael Fife, and Council Member David R. Montague).

Motion:

To adopt an ordinance in the form presented designating Naveen Pinglay to fill a vacancy on the Evelyn's Park Conservancy Board as the City's representative for a term commencing on October 15, 2018 and ending on June 30, 2020.

{Moved by David R. Montague, Council Member, and seconded by Michael Fife, Council Member}

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	David R. Montague, Council Member
SECONDER:	Michael Fife, Council Member
AYES:	Friedberg, Pappas, Verma, Pollard, McLaughlan, Fife, Montague

3. Item for Individual Consideration:

Consideration of and possible action on requests from residents in the 4600 block of Laurel Street and the 4600 block of Oleander Street to amend the scope of the Bonds for Better Bellaire 2016 Group D Phase 1 Sidewalk project by removing said blocks from the project - Requested by David R. Montague, Council Member.

Mayor Friedberg read the agenda caption and recognized Michael Leech, Director of Public Works, to introduce the item.

Michael Leech, Director of Public Works, provided some background information to help further the City Council's discussion. He noted that the City received petitions from the 4600 block of Oleander Street and the 4600 block of Laurel Street. He advised that sidewalks, four feet in width, were proposed to be constructed on the south side of Laurel Street and on the north side of Oleander Street.

Mayor Friedberg opened the floor for questions of Director Leech. He noted that a motion would also be in order.

Motion:

To grant the requests and amend the scope of the Bonds for Better Bellaire 2016 Group D Phase 1 Sidewalk project by removing the 4600 block of Laurel Street and the 4600 block of Oleander Street from the project.

{Moved by David R. Montague, Council Member, and seconded by Neil Verma, Council Member}

Mayor Friedberg opened the floor for discussion and deliberation on the motion. Following discussion and deliberation, action was taken on the motion.

RESULT:	ADOPTED [4 TO 3]
MOVER:	David R. Montague, Council Member
SECONDER:	Neil Verma, Council Member
AYES:	Friedberg, Pappas, Verma, Montague
NAYS:	Pollard, McLaughlan, Fife

F. Community Interest Items from the Mayor and Council.

Community interest items from the Mayor and Council included expressions of congratulations and kudos to Evelyn's Park on their successful Local Music Festival; expressions of appreciation to the

City Manager and staff for their work on the Bellaire Citizens Academy; and reminder to attend the PATRONS for Bellaire Parks Tents 'n Town event in Bellaire Town Square on November 3, 2018.

G. Adjourn.

Mayor Friedberg announced that the Regular Session of the City Council of the City of Bellaire, Texas, was adjourned at 10:42 p.m. on Monday, October 15, 2018.

Minutes Acceptance: Minutes of Oct 15, 2018 5:45 PM (Approval of Minutes.)

Mayor and Council

Council Chamber, First Floor of City Hall
Bellaire, TX 77401-4411

City of Bellaire

Meeting: 12/17/18 07:00 PM

Department: City Clerk

Category: Agreement

Department Head: Tracy L. Dutton

DOC ID: 2768

SCHEDULED**ORDINANCE (ID # 2768)**

Item Title:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, appointing Alan P. Petrov as City Attorney and authorizing the City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, a Legal Service Agreement by and between Johnson Petrov LLP and the City of Bellaire, Texas, effective as of December 3, 2018 - Submitted by Tracy L. Dutton, City Clerk, on behalf of the City Council.

Background/Summary:

On December 3, 2018, the City Council deliberated the annual performance evaluation of the City Attorney and voted unanimously to renew a Legal Service Agreement ("Agreement") with Johnson Petrov LLP and to reappoint Alan P. Petrov as Bellaire's City Attorney for a one-year period effective as of December 3, 2018.

An ordinance has been prepared authorizing the City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, said Agreement with Johnson Petrov LLP on behalf of the City of Bellaire, Texas.

Previous Council Action Summary:

See background/summary above.

Fiscal Impact:

Funding for the Agreement has been included in the FY 2019 Budget.

Recommendation:

The City Clerk recommends approval of the ordinance.

ATTACHMENTS:

- Appointment of City Attorney - Alan Petrov - Legal Services Contract - 2018 (DOCX)
- Legal Service Agreement - Johnson Petrov LLP - 2018-2019 (PDF)

City of Bellaire

ORDINANCE NO. 18-075

AN ORDINANCE APPOINTING ALAN P. PETROV AS CITY ATTORNEY AND AUTHORIZING THE CITY MANAGER AND THE CITY CLERK OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE AND ATTEST, RESPECTIVELY, A *LEGAL SERVICE AGREEMENT* BY AND BETWEEN JOHNSON PETROV LLP AND THE CITY OF BELLAIRE, TEXAS, EFFECTIVE AS OF DECEMBER 3, 2018.

WHEREAS, the City Council of the City of Bellaire, Texas, previously entered into a *Legal Service Agreement* with Johnson Petrov LLP on December 18, 2017, for a one-year period commencing on December 5, 2017, and extending month-to-month thereafter (Ordinance No. 17-082); and

WHEREAS, the City Council of the City of Bellaire, Texas, has determined that it is in the best interest of the City to enter into a *Legal Service Agreement* with an attorney or law firm in order to protect its funds from loss due to unnecessary and burdensome claims, to provide itself with the best possible legal guidance for City Council action, municipal administration, and municipal oversight, and to provide the City Council, City Manager, and employees with current and timely legal advice on all facets of municipal law; and

WHEREAS, the City Council of the City of Bellaire, Texas, has full authority under the *Charter of the City of Bellaire, Texas*, as amended in November 2017, and the laws of the State of Texas to enter into such *Legal Service Agreement*; and

WHEREAS, the City Council of the City of Bellaire, Texas, has determined that it is in the best interest of the City to utilize the law firm of Johnson Petrov LLP and appoint Alan P. Petrov as the City Attorney of the City of Bellaire, Texas, as approved by action of the City Council on December 3, 2018.

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS:

1. That the City Council of the City of Bellaire, Texas, finds and determines that the findings of fact and conclusions as herein set out are true, correct, and accurate and, as such, are adopted herein.

2. That the City Manager and the City Clerk of the City of Bellaire, Texas, are hereby authorized to execute and attest, respectively, the *Legal Service Agreement* ("Agreement") by and between Johnson Petrov LLP and the City of Bellaire, Texas, a true, correct, and accurate copy of which is attached hereto as Exhibit "A" and incorporated herein by reference.

3. That the term of said Agreement shall be for a one-year period commencing on December 3, 2018 and month to month thereafter.

4. That Alan P. Petrov, a partner in the law firm of Johnson Petrov LLP, is hereby appointed as City Attorney for the City of Bellaire, Texas, effective December 3, 2018.

PASSED and **APPROVED** this 17th day of December 2018.

SIGNED:

Andrew S. Friedberg
Mayor

ATTEST:

Tracy L. Dutton, TRMC
City Clerk

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney

December 3, 2018

The Honorable Andrew S. Friedberg, Mayor
City of Bellaire
7008 South Rice Avenue
Bellaire, Texas 77401

Re: Legal Service Agreement

Dear Mayor Friedberg:

The purpose of this letter agreement is to once again welcome the City of Bellaire, Texas (the "City") as a client of this firm and to set forth our understanding of certain aspects of our representation of the City.

UNDERSTANDING. We are pleased and very enthusiastic to continue the opportunity to serve as your City Attorney and Bond Counsel. Our aim is to provide the highest quality and most efficient legal services possible. We know that your satisfaction with our service is the key to a successful professional relationship and experience has shown that our relationship will be stronger if we start it with a mutual understanding about fees and their payment. Unless our engagement letter alters these arrangements, we will assume that these terms are acceptable to you and that they will also apply to future matters on which we can be of service to you.

SCOPE OF SERVICES AND FEES. RETAINER SERVICES: These are services of an ongoing nature. They are repetitive by nature and include, but are not limited to the following tasks:

1. Attend all regular Council meetings; the City Council meets the 1st and 3rd Monday of each month at 7:00 p.m. and provide legal advice to the Council at such meetings; attend as necessary Planning and Zoning Commission meetings, Building and Standards Commission meetings and Board of Adjustment meetings. Alan Petrov will make reasonable best efforts to attend when requested;
2. Prepare or review all ordinances which are to be considered by the City Council;
3. Prepare or review all resolutions which are to be considered by the City Council;
4. Review legal documents conveyed to the City for consideration;

The Honorable Andrew S. Friedberg, Mayor
 City of Bellaire
 December 3, 2018
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5. Provide legal advice to the City on an ongoing basis, as required, including advice necessary for compliance with all statutory requirements applicable to the City, such as the Texas Open Meetings Act, the Texas Public Information Act, the Local Government Code and zoning laws;
6. Prepare or review various City contracts not requiring technical expertise, specialized knowledge, legal research or negotiation (e.g. franchise agreements, concession agreements);
7. Prepare deeds, easements, and various other documents necessary for day-to-day business of the City;
8. Remain available at reasonable times for consultation with the City Manager and administrative staff to provide oral and written opinions regarding interpretation of the City ordinances, State and Federal laws applicable to day-to-day administration of City business.

The firm proposes a flat monthly fee of \$7,245 plus out-of-pocket expenses, not to exceed \$1,000 per expenditure, pursuant to City policy, for the above described Retainer Services.

LITIGATION/LEGAL RESEARCH/SPECIALIZED SERVICES: These are legal services required in special circumstances which may include:

1. Technical Negotiations: Review, assist and when requested represent the City in negotiations with other governmental or non-governmental entities related to contracts, franchise agreements or other City matters.
2. Litigation: Represent the City, its City Council and/or employees when requested in all State and Federal court cases and/or administrative proceedings.
3. Legal Research and Specialized Areas: Provide legal services that may require legal research or specific legal knowledge in areas such as but not limited to, utilities, annexation, condemnation, police services and zoning and transmit opinions relating to these issues.

The firm proposes an hourly rate of \$225.00 for partners, \$170.00 for associates and \$75.00 for paralegals, plus out-of-pocket expenses, for the above described Litigation/Specialized Service.

BOND COUNSEL SERVICES: Bond Counsel is engaged as a recognized independent expert whose primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of bonds.

The Honorable Andrew S. Friedberg, Mayor
 City of Bellaire
 December 3, 2018
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1. General Duties: As bond counsel we will: examine applicable law; prepare the resolution, indenture or ordinance authorizing and securing the Bonds (the "Ordinance") and other authorizing documents; consult with the parties to the transaction prior to the issuance of the Bonds; after approval by any required regulatory agency, secure Texas Attorney General approval of the Bonds and the registration of the Bonds by the Comptroller of Public Accounts of the State of Texas; review certified proceedings; and undertake such additional duties as we deem necessary to render the opinion with respect to each Bond issue.
2. Content of Opinion: Subject to the completion of proceedings for each financing to our satisfaction, we will render our opinion that:
 - a) the Ordinance has been duly adopted by the City and constitutes a valid and binding obligation of the City enforceable upon the City;
 - b) the Ordinance creates a valid lien on the funds or assets pledged by the Ordinance for the security of the Bonds on a parity with other bonds (if any) issued or to be issued under the Ordinance;
 - c) the Bonds have been duly authorized, executed and delivered by the City and are valid and binding obligations of the City, payable solely from the source provided therefor in the Ordinance;
 - d) the interest paid on the Bonds will be excluded from gross income for federal income tax purposes; and
 - e) the Bonds are exempt from registration under the Securities Act of 1933 and Texas securities law and the Ordinance is exempt from qualification under the Trust Indenture Act of 1939.
3. Delivery of Opinion: An opinion will be executed and delivered by us in written form on the date each issue of Bonds is exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. Upon delivery of the opinion for each Bond issue, our responsibilities as Bond Counsel will be concluded with respect to that financing.
4. Reliance: In rendering each opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation. We do not review the financial condition of the City, the feasibility of the project to be financed with the Bond proceeds, or the adequacy of the security provided to Bond owners, and we will express no opinion relating thereto. In performing our services as bond counsel, our client will be the City and we will represent its interests. We assume that other parties to the transaction will retain such counsel

The Honorable Andrew S. Friedberg, Mayor
 City of Bellaire
 December 3, 2018
 Page No. 4

as they deem necessary and appropriate to represent their interests in this transaction. Our representation of the City does not alter our responsibility to render an objective opinion as bond counsel.

5. Official Statement: As Bond Counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or any other disclosure document with respect to the Bonds which is generally the responsibility of the financial advisor or underwriter, nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. However, if a disclosure document will be adopted or approved by the City, our responsibility will include the preparation or review of any description therein of: (a) Texas and federal law pertinent to the validity of the Bonds and the tax treatment of interest paid thereon, (b) the terms of the Bonds, or (c) our opinion.
6. Compensation: For bond issues authorized after the date of this agreement, based upon: (a) our current understanding to the terms, structure, size of an issue of at least \$1,000,000 and schedule of the proposed financing, (b) the duties we will undertake for each financing pursuant to this letter, (c) the time we anticipate devoting to each financing, and (d) the responsibilities we assume, our fee as Bond Counsel will be a percentage of the principal amount of Bonds delivered at Closing as follows:

Minimum fee for any issue:	\$15,000
Up to \$3,000,000:	1% of the par amount issued
Amounts over \$3,000,000:	1% of the first \$3,000,000 issued plus 0.5% of any amount between \$3,000,000 and \$4,000,000 and 0.25% of all amounts in excess of \$4,000,000

Our bond counsel fee is usually paid at the Closing out of bond proceeds, and we customarily do not submit any statement until the Closing.

7. Expenses: The Bond Counsel fee quoted in paragraph 6 is exclusive of our out-of-pocket expenses, including Attorney General fee, travel costs, photocopying, deliveries, long distance telephone charges, facsimile service, transcripts, and other necessary office disbursements, which are normally billed at Closing, unless substantial delays in closing the financing occur. We will deliver a bound transcript (or a loose transcript, if preferred) to each party to the transaction.

DISBURSEMENTS ON YOUR ACCOUNT. Except for Bond Counsel Services, statements will normally be rendered monthly for work done in the previous month, but in no event more than 90 days from the date of the performance of such work, covering and

The Honorable Andrew S. Friedberg, Mayor
City of Bellaire
December 3, 2018
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identifying services rendered as well as disbursements and other charges. These disbursements and charges include items incurred and paid for by the firm on your behalf such as long distance telephone charges, postage, delivery charges, telex or telecopy charges, travel, photocopying, and use of other service providers such as printers or experts, if needed. In litigated matters, we include payments we must make for process servers, court reporters, witness fees and related expenses. We also make separate charges for the use of "Lexis" or "Westlaw", which are computerized legal research systems that in our experience significantly reduce lawyer research time. Except for specialized word processing services, we normally do not make a separate charge for stenographic or word processing work unless there is an unusual situation arising out of your needs that requires overtime staff work. We will request that significant disbursement items be billed directly to you for payment.

PAYMENT. Payment will be due 30 days after the date of our statement. If we do not receive comment about the statement within 30 days of the statement date, we will assume you have seen the statement of professional fees and expenses and find it acceptable. Statements unpaid within 60 days will be subject to a late charge of 1.0% per month (12% per year) on the unpaid balance commencing from the date of the statement and continuing until paid. Payments should be made in the form of checks or drafts payable to "**Johnson Petrov LLP.**" If any of our statements remain unpaid for more than 90 days, we may, consistent with our ethical obligations and judicial requirements, cease performing services for you until arrangements satisfactory to us have been made for payment of arrearages and prospective future fees.

RETAINER. Depending upon the nature of the matter undertaken by the firm on behalf of any client, we reserve the right to require a retainer before commencement of services. Such retainer, if any, will be credited to the client's account to help defray out-of-pocket expenses such as telephone, telecopy, duplication, travel and related expenses. The firm is not requesting a retainer from the City in connection with the services to be performed under this agreement.

DELINQUENT ACCOUNTS. Occasionally, an account becomes delinquent. Should this occur, the firm has collection procedures that it will follow to ensure that the account is paid promptly. In fairness to most of the firm's clients who pay their accounts each month, these collection procedures and the late payment charge have been established so that the minority of clients whose accounts become delinquent will bear the firm's cost of such delinquent accounts.

QUESTIONS. If you have questions about any aspect of representation of your interests or our statements for professional fees and expenses, please do not hesitate to communicate with me. It is important that we proceed on a mutually clear and satisfactory basis in our work for you. We always welcome the opportunity to discuss any aspect of our representation of your interests, including the amount of our statements, and we encourage you to be frank about them.

COMPLAINTS OR DISPUTES. The firm requests that should you have any complaint with its service or dispute with any invoice that you feel free to contact the lawyer involved or the Managing Partner of the firm. While the firm fully expects any complaint or dispute to be resolved by direct contact with its representatives, Texas law requires that we notify you that the

The Honorable Andrew S. Friedberg, Mayor
City of Bellaire
December 3, 2018
Page No. 6

State Bar of Texas investigates and prosecutes professional misconduct of Texas attorneys and that should you have any questions, the Office of General Counsel of the State Bar will provide you with information regarding the applicable procedures.

TERM OF AGREEMENT AND TERMINATION OF REPRESENTATION. This agreement shall be effective as of December 3, 2018, and it shall remain in effect for a period of one year from such date, and month to month thereafter. The firm, however, reserves the right to withdraw from this representation after 30 days notice, with or without cause, including without limitation any time fees or expenses are unpaid for more than 90 days from the date of invoice, or for any other reason permitted under Texas law or by the rules of the courts of the State of Texas, and the City reserves the right to terminate the representation after 30 days notice, with or without cause. Notice of termination by either party shall be given in writing to the other party. In the event of such termination, the City agrees to promptly pay the firm for all services rendered and all other fees, charges and expenses incurred pursuant to this agreement prior to the date of such termination. Upon termination of the representation for any reason, by either the firm or the City, the firm agrees to cooperate with any successor counsel to accommodate a smooth transition of the representation.

A full and candid communication about all aspects of our work for you is essential. If at any time you have any question, please contact me immediately. If this letter accurately sets forth our agreement for legal services, please counter sign the enclosed copies in the spaces indicated, keep one of the enclosed copies for your records and return one to me for our files.

Very truly yours,

JOHNSON PETROV LLP

By: 
Alan P. Petrov, Partner

Attachment: Legal Service Agreement - Johnson Petrov LLP - 2018-2019 (2768 : Legal Service Agreement with Johnson Petrov LLP)

The Honorable Andrew S. Friedberg, Mayor
City of Bellaire
December 3, 2018
Page No. 7

AGREED TO AND APPROVED this, the ____ day of December 2018.

By: _____
Paul A. Hofmann
City Manager, City of Bellaire, Texas

ATTEST:

By: _____
Tracy L. Dutton
City Clerk, City of Bellaire, Texas

Mayor and Council

Council Chamber, First Floor of City Hall
Bellaire, TX 77401-4411

City of Bellaire

Meeting: 12/17/18 07:00 PM
Department: Development Services
Category: Resolution
Department Head: ChaVonne Sampson
DOC ID: 2731

SCHEDULED**ACTION ITEM (ID # 2731)**

Item Title:

Consideration of and possible action on the adoption of a resolution of the City Council of the City of Bellaire, Texas, to assist persons with the filing of a Fair Housing Amendments Act of 1988 Complaint - Submitted by ChaVonne Sampson, Director of Development Services.

Background/Summary:

City of Bellaire is currently working on a Community Development Block Grant (CDBG) through the Texas General Land Office. If awarded, the CDBG funds will be specifically utilized for drainage improvements. This is a federally funded program distributed through the Department of Housing and Urban Development, or HUD.

All CDBG applications require a Fair Housing Resolution be established within the jurisdiction that the CDBG project funds will be expended. An additional requirement is that the Resolution be no more than 5-years-old. The City of Bellaire currently does not have a Fair Housing Resolution. Therefore, in order for the city to move forward in the CDBG application process it is requested that City Council pass a Fair Housing Resolution.

Previous Council Action Summary:

N/A

Fiscal Impact:

Yes, If the Fair Housing Resolution is not passed by City Council the CDBG application will have to be withdrawn because it will not be able to fully meet application criteria.

City Attorney Review:

Yes

Recommendation:

The Director of Development Services recommends adoption of the resolution.

ATTACHMENTS:

- Resolution on Fair Housing Program (00200443) (DOCX)

RESOLUTION NO. 18-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS,
FOR THE CITY OF BELLAIRE, TEXAS TO ASSIST PERSONS WITH THE FILING OF A
FAIR HOUSING AMENDMENTS ACT OF 1988 COMPLAINT.**

WHEREAS, discrimination in the sale, rental, lease, advertising of sale, rental or lease, financing of housing or land to be used for construction of housing, or in provisions of brokerage or rental services because of race, color, religion, sex, physical or mental disability, familial status or national origin is prohibited by Title VIII of the federal Fair Housing Amendments Act of 1988; and

WHEREAS, it is the policy of the City of Bellaire, Texas to support the Fair Housing Amendments Act of 1988 and to implement a Fair Housing Program to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, physical or mental disability, national origin, or familial status, including children and actual or perceived sexual orientation, gender identity or marital status; **NOW, THEREFORE**,

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BELLAIRE,
TEXAS THAT:**

Section 1. The City of Bellaire, Texas, within the resources available to the City through the county, state, federal, and volunteer sources, shall assist all person who feel they have been discriminated against because of race, color, religion, sex, physical or mental disability, familial status or national origin in the process of filing a complaint with the appropriate local, regional, state and federal agencies, that they may seek equity under federal and state laws.

Section 2. The City of Bellaire, Texas shall publicize this Resolution and through this publicity shall cause real estate brokers and sellers, private home sellers, rental owners, rental property managers, real estate and rental advertisers, lenders, builders, developers, home buyers and home or apartment renters to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances.

Section 3. Fair Housing Program of the City of Bellaire, Texas, for the purpose of informing those affected of their respective responsibilities and rights concerning Fair Housing laws and complaint procedures, will at a minimum include, but not be limited to: (a) the printing, publicizing and distribution of this Resolution; (b) the distribution of posters, flyers, pamphlets and other applicable Fair Housing information provided by local, state and federal sources, through local media of community contacts; and (c) the publicizing of locations where assistance will be provided to those seeking to file a discrimination complaint.

Section 4. This Resolution shall be effective immediately upon its passage and adoption.

PASSED, APPROVED, and ADOPTED this 17th day of December 2018.

(SEAL)

ATTEST:

Tracy L. Dutton, TRMC
City Clerk

SIGNED:

Andrew S. Friedberg
Mayor

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney

Mayor and Council

Council Chamber, First Floor of City Hall
Bellaire, TX 77401-4411

City of Bellaire

Meeting: 12/17/18 07:00 PM
Department: Parks, Recreation and Facilities
Category: Ordinance
Department Head: Michelle Jordan
DOC ID: 2745 A

SCHEDULED**ACTION ITEM (ID # 2745)****Item Title:**

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, Change Proposals 6, 7, 20, 25, 26, 27, 28, 32, 33, 34, and 35 to the Guaranteed Maximum Price Contract with Horizon | Christensen, a Joint Venture, for the construction of the Municipal Facilities Project in the amount of \$302,516.00 - Submitted by Michelle Jordan, Project Manager.

Background/Summary:

During the course of construction of the Municipal Facilities Project, several changes have resulted in cost additions and deductions to the overall contract value. A guaranteed price maximum contract was selected for this project, and means that the contractor agrees to be paid for the actual cost of building the project plus a fixed fee. The contractor must, in this case, absorb the costs of any overruns to the project as they were shown in the design documents. Items that were not shown in the drawings, or items that were changed during the course of construction, are not part of the original contractual design documents, and therefore require a change order (change proposal) and a contract value adjustment.

To date, there have been 35 Change Proposals (CP) issued for the Facilities Project. Two of those change proposals documented changes to electrical plans and the sanitary connection but resulted in no cost change to the owner. Five change proposals have resulted in a reduction in contract value. One of the changes included the additional costs for construction of the temporary police station inside the Civic Center, which was approved by City Council on May 17, 2018.

The remaining change proposals range in scope from minor flooring changes, additional data connections, steel framing, etc. There are four change proposals that are the result of delays to the project.

CP 6 - Weather Delays - This Change Proposal is the result of significant weather events during the first few months of the project, most notably Hurricane Harvey. These weather events occurred when earthwork and site utility work was on the critical path and resulted in delays to the projected completion date. The Contractor originally requested \$174,716.00 as compensation for the delays. This amount has been reduced to \$110,868.00 through negotiations between the Contractor, the Architect, the Project Manager.

CP 7 - Demolition Delays - This Change Proposal is the result of the required abatement period that was required prior to the demolition of the old Police and Court building. The original period allowed for abatement activities was not sufficient for the safe and complete removal of the asbestos material. Additionally, Centerpoint Gas took longer than expected to cap and relocate a gas line, which resulted in delays to demolition work. The Contractor originally requested \$66,558.00 as compensation for the delays. This amount has been reduced to \$19,115.00 through negotiations between the Contractor, the Architect, and the Project Manager.

CP 20 - CPE Power Delays - This Change Proposal is the result of a multitude of issues surround the connection of permanent power to the new Police and Court building. Centerpoint Energy had been reviewing the project since 2016, and the project fell victim to staff changes within their organization. Each time there was a staff change, the project was reviewed again, and often there were requested modifications. Unfortunately, when Centerpoint crews finally arrived on site to perform the requested

work, their existing facilities on site were found to be different and not compatible with the design documents. Revisions were necessary and additional work was required for the Centerpoint infrastructure to be compatible with the Project. The resulting delay impacted several subsequent activities on the critical path. The Contractor originally requested \$85,730.00 as compensation for the delays. This amount has been reduced to \$72,638.00 through negotiations between the Contractor, the Architect, and the Project Manager.

CP 28 - Water Line Delays - This Change Proposal is the result of the water line on Jessamine not being where the survey showed it was. The Contractor began excavations necessary to tie the water line into the building, and the line was not there. It took several days to coordinate between the Engineer, Architect, Contractor, Public Works, and the City Engineer to determine the actual location and the best way to make the connection. The Contractor originally requested \$48,452.00 as compensation for the delays. This amount has been reduced to \$19,115.00 through negotiations between the Contractor, the Architect, and the Project Manager.

In addition to these Change Proposals, there are two that the City is still reviewing before taking further action. The remaining seven proposals include modifications to the ice maker drain line (CP 25, \$7,382.00), changes to access control (CP 26, \$13,135.00), addition of fused disconnects (CP 27, \$10,607.00), modifications to emergency lights (CP 32, \$5,336.00), dispatch power requirements (CP 34, \$2,280.00), flooring under high density storage (CP 35, \$287.00), and data connections (CP 33, \$1,753.00). Request for approval of these Change Proposals is part of this Council Action Request.

Twenty-one (21) Change Proposals have been approved to date without Council Action. Due to a combination of cost savings and additions, the total amount approved in this manner is \$41,608.00, as shown below:

Number	Description	Approved Cost	Comment
1	Misc. Landscape, restroom, conc.	\$ 15,209.00	Approved
2	City hall electrical change	\$ -	Approved
4	Access control electrical changes	\$ 8,569.00	Approved
5	ASI 5R, 6A, 8, 8A, 10	\$ 5,272.00	Approved
9	Multiple RFIs	\$ 22,179.00	Approved
10	Multiple RFIs	\$ (1,831.00)	Approved
11	Overhead coiling doors	\$ (7,839.00)	Approved
12	Historic jail cell door	\$ 4,249.00	Approved
13	Signage Changes	\$ 8,170.00	Approved
14	911 electrical credit	\$ (4,058.00)	Approved
15	Magrite wall finishes	\$ (31,848.00)	Approved
16	Vestibule steel additions	\$ 4,187.00	Approved
17	Dias wall changes	\$ 1,676.00	Approved
18	Elevator steel framing	\$ 7,460.00	Approved
20	CPE Power delay	\$ 2,040.00	Approved
22	Sump pump for elevators	\$ 3,219.00	Approved

24	Unforeseen conditions	\$	2,772.00	Approved
29	Switch work to Knight	\$		Approved
			(3,938.00)	
30	Delete ice maker	\$	(350.00)	Approved
31	Cornerstone	\$	2,191.00	Approved
21	Water line revision	\$	4,279.00	Approved

One Change Proposal has been approved via council action:

Number	Description	Approved Cost	Comment
1	Temp build out changes	\$ 68,384.00	Approved with Council Action

This request is for approval of eleven specific Change Proposals, including the following:

Number	Description	Cost	Comment
6	Weather Delays	\$ 110,868.00	To be requested at Council
7	Demo delays	\$ 19,115.00	To be requested at Council
20	CPE Power delay	\$ 72,638.00	To be requested at Council
25	Ice maker add and drain	\$ 7,382.00	To be requested at Council
26	Access control changes	\$ 13,135.00	To be requested at Council
27	Fuse Disconnects	\$ 10,607.00	To be requested at Council
28	Water line delays	\$ 19,115.00	To be requested at Council
32	Emergency Lighting modification	\$ 5,336.00	To be requested at Council
33	Additional data connections	\$ 1,753.00	To be requested at Council
34	Dispatch AV / Power mods	\$ 2,280.00	To be requested at Council
35	VCT under movable files	\$ 287.00	To be requested at Council
TOTAL		\$ 262,516.00	

The remaining two change proposals that have been received to date are still under discussion, so they are not part of this Council Action request. In addition, there will likely be additional Change Proposals during the remainder of the project, which is why the request is for approval of 11 specific Change Proposals, totaling \$262,516.00, as well as an additional \$40,000.00 for future Change Proposals. The estimate of \$40,000.00 for future Change Proposals is the amount that can be reasonably expected based on the completeness of the project, and the amount of work yet to be completed on the final items at the Police Station and the construction of the Civic Center and parking lot. The request for additional authority will enable timely responses to the Contractor, which will keep the project moving forward. A full accounting of all Change Proposals will be provided to Council, similar to the Change Proposal Log attached as backup to this Agenda Item, at the end of the project.

The costs for these change proposals have been set aside in the overall project budget for some time now, as project contingency. The Project update presented to Council on October 29, 2018 included a line item for "Additional Construction Expenses" for \$316,643.36, and these Change Proposals are how we intend to use the majority of those funds.

Previous Council Action Summary:

City Council approved the Guaranteed Maximum Price Contract with Horizon | Christensen on April 17, 2017.

City Council approved the Change Proposal for the temporary facilities build out with Horizon | Christensen on May 7, 2018.

Fiscal Impact:

Funding for these Change Proposals is already included in the council approved budget for the Municipal Facilities project.

City Attorney Review:

Yes

Recommendation:

Michelle Jordan, Project Manager, recommends Council approve an ordinance allowing Paul A. Hofmann, City Manager, to execute Change Proposals 6, 7, 20, 25, 26, 27, 28, 32, 33, 34, and 35 to the Guaranteed Maximum Price Contract with Horizon | Christensen, a Joint Venture, for the construction of the Municipal Facilities Project in an amount of \$302,516.00.

ATTACHMENTS:

- Ordinance - HCJV Change Order (DOCX)
- Change Proposal Review (PDF)
- CP 28 R2 RFI 234 PD water line negotiation 12.07.18 complete (PDF)
- CP 7 R2 PD time extension negotiation 12.07.18 complete (PDF)
- CP 20A R5 PD time extension negotiation complete 12.07.18 (PDF)
- CP 25 RFI 152, 142, 194 CH ice maker issues complete (PDF)
- CP 26 R2 RFI 204 WCPR 4R security change complete (PDF)
- CP 27 R2 RFI 244 + 257 CH + PD fused disconnects complete (PDF)
- CP 6 R2 weather delay negotiation 12.07.18 complete (PDF)
- CP 32 CH exit light complete (PDF)
- CP 33 RFI 228 CH + PD add data complete (PDF)
- CP 34 RFI 212, 216 & 221 PD dispatch room data & video complete (PDF)
- CP 35 RFI 267 PD VCT file room floor complete (PDF)

City of Bellaire

ORDINANCE NO. 18-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE CITY MANAGER OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE CHANGE PROPOSALS 6, 7, 20, 25, 26, 27, 28, 32, 33, 34, AND 35 TO THE GUARANTEED MAXIMUM PRICE CONTRACT WITH HORIZON | CHRISTENSEN, A JOINT VENTURE, FOR CONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES ASSOCIATED WITH MUNICIPAL FACILITIES PROJECT, IN AN AMOUNT OF \$302,516.00.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS:

THAT the City Manager of the City of Bellaire, Texas, is hereby authorized to execute for and on behalf of the City of Bellaire, Texas, Change Proposals 6, 7, 20, 25, 26, 27, 28, 32, 33, 34, and 35 to the Guaranteed Maximum Price Contract with Horizon | Christensen, a Joint Venture, in a form as attached hereto and marked Exhibit "A," for construction and construction management services associated Municipal Facilities project in an amount of \$302,516.00.

PASSED and **APPROVED** this 17th day of December, 2018.

(SEAL)

ATTEST:

SIGNED:

Tracy L. Dutton, TRMC
City Clerk

Andrew S. Friedberg
Mayor

APPROVED AS TO FORM

Alan P. Petrov
City Attorney

City of Bellaire Municipal Facilities Project
Change Proposal Log
12/10/2018

CP Approved by Council	\$	68,384.00
CP approved by Staff	\$	41,608.00
CP to be presented to Council	\$	262,516.00
Total	\$	372,508.00
Original Contract Value	\$	16,267,606.00
Change Order Percentage		2.3%

Number	Discription	Approved Cost	Comment
1	Misc. Landscape, restroom, concrete	\$ 15,209.00	Approved
1	Temp build out changes	\$ 68,384.00	Approved with Council Action
2	City hall electrical change	\$ -	Approved
3	Sanitary tie in	\$ -	Approved, paid by PGAL
4	Access control electrical changes	\$ 8,569.00	Approved
5	ASI 5R, 6A, 8, 8A, 10	\$ 5,272.00	Approved
6	Weather Delays	\$ 110,868.00	To be requested at Council
7	Demo delays	\$ 19,115.00	To be requested at Council
8	Roof drain tie ins		Void
9	Multiple RFIs	\$ 22,179.00	Approved
10	Multiple RFIs	\$ (1,831.00)	Approved
11	Overhead coiling doors	\$ (7,839.00)	Approved
12	Historic jail cell door	\$ 4,249.00	Approved
13	Signage Changes	\$ 8,170.00	Approved
14	911 electrical credit	\$ (4,058.00)	Approved
15	Magrite wall finishes	\$ (31,848.00)	Approved
16	Vestibule steel additions	\$ 4,187.00	Approved
17	Dias wall changes	\$ 1,676.00	Approved
18	Elevator steel framing	\$ 7,460.00	Approved
19	Server room issues		Awaiting DBR meeting
20	CPE Power delay	\$ 2,040.00	Approved
20	CPE Power delay	\$ 72,638.00	To be requested at Council
21	Water line revision	\$ 4,279.00	Approved
22	Sump pump for elevators	\$ 3,219.00	Approved
23	Isolation cell ceiling	\$ 2,682.00	HCJV to revise
24	Unforeseen conditions	\$ 2,772.00	Approved
25	Ice maker add and drain	\$ 7,382.00	To be requested at Council
26	Access control changes	\$ 13,135.00	To be requested at Council
27	Fuse Disconnects	\$ 10,607.00	To be requested at Council
28	Water line delays	\$ 19,115.00	To be requested at Council
29	Switch work to Knight	\$ (3,938.00)	Approved
30	Delete ice maker	\$ (350.00)	Approved
31	Cornerstone	\$ 2,191.00	Approved
32	Emergency Lighting modification	\$ 5,336.00	To be requested at Council
33	Additional data connections	\$ 1,753.00	To be requested at Council
34	Dispatch AV / Power modifications	\$ 2,280.00	To be requested at Council
35	VCT under movable files	\$ 287.00	To be requested at Council

Attachment: Change Proposal Review (2745 : Municipal Facilities Project - Horizon Christensen Change Order)



December 7, 2018

Ms. Michelle Jordan
 City of Bellaire Parks, Rec and Facilities Project Manager
 7008 South Rice Avenue
 Bellaire, TX 77401
Sent via email to Michelle Jordan at mjordan@bellairetx.gov

Re: City of Bellaire Municipal Facilities Project
 Subject: Change Proposal 28 R2 PD Water line time extension negotiation 12.07.18

Michelle,

Attached are costs and time extensions for PD water line related time extension as fully identified in Change Proposal #28 dated October 6, 2018

<u>Bldg.</u>	<u>RFI</u>	<u>Description</u>	<u>Value</u>
PD	234	Water line time extension	19,115
		Total additional cost	19,115
		Total cost impact this Change Proposal	19,115

Revised Substantial Completion dates, inclusive of submitted time extensions (CP 6, 7, 20 & 28) are:

City Hall	November 2, 2018
Police Dept	January 11, 2019
Civic Center	July 29, 2019

See attached qualifications.

Glad to meet or discuss

Regards,
 for Horizon / Christensen, a Joint Venture

Joseph J Costello

Attachments: Cost Breakdown Form

xc: CBG, HGI, PGAL

APPROVALS:

Michelle Jordan – Date
 City of Bellaire

Paul Hofmann – Date
 City of Bellaire

Alec Luong – Date
 PGAL

Attachment: CP 28 R2 RFI 234 PD water line negotiation 12.07.18 complete (2745 : Municipal Facilities Project - Horizon Christensen Change



PROJECT NO: 17005
PROJECT: BELLAIRE MUNICIPAL FACILITIES
CLIENT: CITY OF BELLAIRE
ARCHITECT: PGAL
CHANGE PROPOSAL: CP 28 R2 PD Water line time extension negotiation 12.07.18
PROPOSAL DATE: 12/7/2018

DIV.	NAME	CITY HALL/CIVIC CENTER	POLICE DEPARTMENT/ COURTS	COMMENTS
	Per negotiations between the City of Bellaire and the HCJV, all parties agree to:			
	Lump Sum General Conditions		18,320	
	SUBTOTAL - COST OF WORK	-	18,320	
	BUILDER'S RISK INSURANCE	0	46	0.24%
	GENERAL LIABILITY	0	75	0.39%
	FEE: 2.75%	0	526	2.75%
	TOTAL COST WITHOUT BOND	0	18,966	
	BOND	0	149	0.78%
	TOTAL COST WITH BOND	0	19,115	19,115

Notes:

1. The City of Bellaire and the HCJV, in good faith, jointly & severally agree to this negotiated settlement
2. This negotiation supersedes any prior agreements and excludes all other costs or claims made by any & all other parties
3. Pricing excludes all other costs or impacts from all other time extension change proposals
4. Settlement excludes all other costs not explicitly included in the negotiations or identified herein
5. Excludes Owner subcontractor delays, costs & coordination
6. Revised substantial completion dates, inclusive of submitted time extensions (CP 6, 7, 20, & 28), are:
City Hall -- Nov 2, 2018
Police Dept -- Jan 11, 2019
Civic Center -- July 29, 2019



October 5, 2018

Ms. Michelle Jordan
 City of Bellaire Parks, Rec and Facilities Project Manager
 7008 South Rice Avenue
 Bellaire, TX 77401
Sent via email to Michelle Jordan at mjordan@bellairetx.gov

Re: City of Bellaire Municipal Facilities Project
 Subject: Change Proposal 28 RFI 234 PD water line time extension (GCs only)

Michelle,

Attached is pricing for the referenced change

<u>Bldg.</u>	<u>Description</u>	<u>Value</u>
PD	PD water line tie in time extension	48,452
	Total additional cost	48,452
	Total cost impact this Change Proposal	48,452
	Total critical path schedule impact	11 days

Revised completion schedule:

Police Department: December 22, 2018 (non contractual)

Civic Center: June 22, 2019 (contractual)

Glad to meet or discuss.

Regards,
 for Horizon / Christensen JV

Joseph J Costello

Attachments: Cost Breakdown Form

xc: CBG
 HGI
 PGAL

APPROVALS:

Michelle Jordan – Date
 City of Bellaire

Paul Hofmann – Date
 City of Bellaire

Alec Luong – Date
 PGAL

Attachment: CP 28 R2 RFI 234 PD water line negotiation 12.07.18 complete (2745 : Municipal Facilities Project - Horizon Christensen Change

Joseph Costello

From: Kelsey Heien (Horizon Group Int'l) <Horizon_Christensen@procoretech.com>
Sent: Monday, September 17, 2018 12:02 PM
To: Joseph Costello
Subject: City of Bellaire Municipal Buildings: Response to RFI #0234 (PD main water line for building)

City of Bellaire Municipal Buildings



More details: [View online](#) [Open In App](#)

Kelsey Heien (Horizon Group Int'l) responded to Question 1 on Monday, September 17, 2018 at 12:01 pm.

Response: Per conf call on 9/17/18, HC was instructed to tap the 12" water line coming out of the water park at any point South of shut-off valve and North of Jessamine Street. After the conf call, Joe Costello walked with Charles Hawkins (COB) and located the valve within the water park fencing. The exact location of the tap will be on the red-line As-built drawings. This change will have both a cost and schedule impact TBD.

Attachments: None

RFI #0234 was due on Tuesday, September 11, 2018.

QUESTION 1

Asked By: Thai Tu (Horizon Group Int'l)
Date: Fri Sep 7, 2018 at 01:17 pm CDT
Location: Police Department
Question: Drawing C4.00 shows PD main building water line to tie into an existing 8" water line that is not there. HCJV was able to locate a 12" water line further east of the building feeding the water tower. PLease advise if its acceptable for HCJV to tie the main pd building water line to the 12" existing water line. Please see marked up drawings for clarifications.
Attachments: [C4.00 UTILITY PLAN-.pdf](#)

All Replies

Answered By: Kelsey Heien (Horizon Group Int'l)

Attachment: CP 28 R2 RFI 234 PD water line negotiation 12.07.18 complete (2745 : Municipal Facilities Project - Horizon Christensen Change

Date: **Mon Sep 17, 2018 at 12:01 pm CDT**

Response: **Per conf call on 9/17/18, HC was instructed to tap the 12" water line coming out of the water park at any point South of shut-off valve and North of Jessamine Street. After the conf call, Joe Costello walked with Charles Hawkins (COB) and located the valve within the water park fencing. The exact location of the tap will be on the red-line As-built drawings. This change will have both a cost and schedule impact TBD.**

Attachments: **None**

Answered By: **Alec Luong (PGAL)**

Date: **Thu Sep 13, 2018 at 10:22 am CDT**

Response: **Owner to coordinate approval with city engineer. Please remove PGAL from this response. Provide final routing on record drawings.**

Attachments: **None**

Answered By: **Kelsey Heien (Horizon Group Int'l)**

Date: **Wed Sep 12, 2018 at 01:42 pm CDT**

Response: **Michelle to review with City Engineer / DBR and provide direction.**

Attachments: **None**

Answered By: **Alec Luong (PGAL)**

Date: **Sun Sep 9, 2018 at 08:46 pm CDT**

Response: **Survey shows 8" water line that was confirmed by the city engineer. Existing PD had to have water service from somewhere and it wasn't the 12" line being proposed.**

Contractor to locate water meter from original PD to locate 8" water line.

Attachments: **None**

ADDITIONAL DETAILS

Project: **City of Bellaire Municipal Buildings**

Subject: **PD main water line for building**

Date Initiated: **09/07/18**

Created By: **Thai Tu (Horizon Group Int'l)**

Assigned To: **Jordan , Michelle (City of Bellaire)
Kantara, Oksana (PGAL)
Georghiou, Costas (PGAL)
Luong, Alec (PGAL)**

Responsible Contractor: **Hondor Sitework & Utilities, Inc.**

Received From: **Abram Saucedo (Hondor Sitework & Utilities, Inc.)**

Distribution List: **Aguayo, Jose (Horizon Group Int'l)
Baldwin, Derek (Christensen Building Group, LLC)
Costello, Joseph (Christensen Building Group, LLC)
Garcia, Efren (Christensen Building Group, LLC)
Heien, Kelsey (Horizon Group Int'l)
Jordan , Michelle (City of Bellaire)
Lozano, Salvador (Hondor Sitework & Utilities, Inc.)
Sauceda, Abram (Hondor Sitework & Utilities, Inc.)
Tu, Thai (Horizon Group Int'l)**

Schedule Impact: **TBD**

Cost Impact:	TBD
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More details: [View online](#) [Open In App](#)

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PROJECT NO: 17005
PROJECT: BELLAIRE MUNICIPAL FACILITIES
CLIENT: CITY OF BELLAIRE
ARCHITECT: PGAL
CHANGE PROPOSAL: CP 28, RFI 234 PD water line time extension (GCs only)
PROPOSAL DATE: 9/29/2018

DIV.	NAME	CITY HALL/CIVIC CENTER	POLICE DEPARTMENT/ COURTS	COMMENTS
	Time extension (general conditions)		46,437	HCVJ
	\$4,222 / day * 11 days)			
	Hondor changed scope		CP 21	
	SUBTOTAL - COST OF WORK	-	46,437	
	BUILDER'S RISK INSURANCE	-	116	0.24%
	GENERAL LIABILITY	-	189	0.39%
	FEE: 2.75%	-	1,332	2.75%
	TOTAL COST WITHOUT BOND	-	48,074	
	BOND	-	378	0.78%
	TOTAL COST WITH BOND	-	48,452	48,452

Notes:

1. GCs based on general conditions as of when the costs were incurred (\$4,222 / day)
Water line time extension duration is 11 days
2. Revised non contractual completion date (Police Department) is Dec 22, 2018
3. Revised contractual completion date (Civic Center) is June 22, 2019
4. Excludes RFI 234 water line cost of work; see Change Proposal #21
5. Excludes all other costs
6. Excludes chiller flush / start up work around costs due to RFI 234. If received, costs will be submitted in separate Change Proposal
7. Excludes all other items that are not explicitly included

Horizon Christensen JV
 RFI 234 PD water line tie in
 Change proposal #28
 11 day delay GCs

Critical path generic background information:

- Definition: sequence of activities that represents the **longest path** through a project, which determines the **shortest** possible **duration**
- The critical path changes as work is completed or impacted by other work activities
- Once a critical path activity is completed, then a successor critical path activity takes its place
- As work progresses (or is delayed), critical path changes

PD water line delay background:

- Critical path for PD (and overall project completion) was and has been providing conditioned air to the building so interior finishes could start
- The previous critical path activity (September CPM update) was thru permanent power
- CenterPoint permanent power (delay) was completed on Sep 13
- The next critical path activity (after CenterPoint) was to start-up the chillers to have conditioned air in the building
- Non critical work (at the time and prior to the CenterPoint delay) included tying in the water line to the building
- The Sep CPM schedule update included 5 days to complete the original water line installation (Sep 10 thru Sep 14)
- After Labor Day, since other predecessor work was completing early, it became apparent that the water line work could be accelerated to start / finish earlier than the Sep CPM schedule projected
- Water line work was started 4 days earlier (Sep 6) than the Sep CPM update
- The 1st day (Sep 6), the water line tie in point was probed at the location shown on drawing C4.00, but not found. Exploratories were conducted the rest of the day (approx. 10' x 10' x 7' deep). The shown 8" water line was not found
- RFI 234 was issued the 2nd day (Friday, Sep 7)
- The work around plan, (as of Sep 7) was to continue work on Monday other portions of the water line (vault & meters, etc.) while others were determining where the revised water tie point was to be

Horizon Christensen JV
RFI 234 PD water line tie in
Change proposal #28
11 day delay GCs

- The work around water line plan could not proceed on Monday, Sep 10 (or the rest of the week) due to weather (concurrent with CenterPoint continuing delay)
- HCJV was provided direction the following Monday, Sep 17, and the site was accessible (weather had stopped, and work was able to restart)
- A 2nd work around plan (discussed on Sep 17) was to have the utility subcontractor work thru the weekend to complete all water line work prior to midnight, Sunday, Sep 23 (premium acceleration cost \$2,500)
- Due to weather on Sat, Sep 22 and Sun, Sep 23, this work around plan was not completed (\$2,500 is not due nor payable)
- Water line work completed Mon, Sept 24 and was inspected by the Fire Marshal on Tue, Sept 25.

Flushing & treating chilled water system

- This work is also a predecessor activity to starting up the chillers
- Typically, and planned, this work is started after the permanent water supply is connected to the building since chiller mfr. will not warrant the system if the system is not operated with permanent water supply
- To minimize further delays to the schedule (and not wait until after the water line tie in was complete), HCJV developed a separate, different work around plan for the flush & treat scope of work
 - Work around flush & treat plan was developed to reduce future delay durations by performing this work concurrent with the water line revised scope (RFI 234)
 - The flush & treat work around plan was to bring in water supply from an adjacent City of Bellaire water supply (from the water park or hydrant) and fill the chilled water system.
 - A temporary pump skid would be used to pump water, flush & treat the chilled water system. Scope also required additional electrical work for the pump
 - Approx. 10,000 (ROM) gallons of water would be required to fill the chilled water system, flush, refill and treat the system
 - Plan was to avoid future critical path schedule delays by approx. 4 days
 - Additional GC delay costs are \$2,200 / day x 4 days = \$ 10K potential GC cost.

Horizon Christensen JV
 RFI 234 PD water line tie in
 Change proposal #28
 11 day delay GCs

- Work around chilled water treatment plan should be less than \$ 10K so the plan is viable from a pure financial perspective
- Discussed projected completion date for water line tie in & concurrent flush & treat target: Wed. Sep 26
- Note: water line delay & flush completed Mon night, Sep 24
- Kelsey Heine and I discussed this philosophy with both Karl Miller and Michelle Jordan on Mon, Sep 17 (after the RFI 234 answer was provided). We understood approval was provided
- Discussed a ROM of \$ 4K for chilled water flush & treat work around costs only (excluding water line & delay GCs)

Permanent water line installation chronology

- Sept. 3 (week of)
 - The Sept 1 CPM schedule called for continuing to cut the site down (activity 367; see snippets below) to final grade (entire site to be complete by Sep 10)
 - Cutting the site (activity 367) was sufficiently completed so water line work could start Sep 6
- Sept 4 (Wed)
 - The updated plan was to make the permanent water tie in and concurrently set the vault by Fri, Sep 7
 - Plan was to have permanent water supplied to the chillers by Monday, Sep 10 so fill, flush & treat could be complete by Fri. Sep 14 (concurrent with anticipated CenterPoint completion of the permanent power tie in work)
- Sep 6 (Thu)
 - The onsite area was probed and excavated to find the water supply tie in location
 - One entire day was spent exploring the area (up to 7' deep and approx. 100 SF)
- Sept 7 (Fri)
 - RFI 234 was issued identifying that the water line did not exist where shown
 - RFI was identified as a "schedule impact"
 - To mitigate schedule delays, work around plan was:
 - excavate & install the meter vault pit & meter on Monday, Sep 10 to progress the work while others were determining where the water line tie in point was.

Horizon Christensen JV
 RFI 234 PD water line tie in
 Change proposal #28
 11 day delay GCs

- After tie in point was provided by others, then work from the water line tie in point to the vault
 - Rain did not allow other exterior PD onsite work to progress
- Sept 10 (Mon)
 - Early in the morning we confirmed that the proposed PGAL solution (tie into preexisting water line for former PD) was not an option
 - HCJV proposed the option of tying into the existing 12" water line near the water park
 - Advised ROM budget was \$ 2K for additional footage of the 12" line (no street cut required)
 - HCJV was advised this was not an option
- Sep 10 to Sep 13
 - Weather from the previous weekend did not allow access to excavate for setting the vault.
 - Rain continued thru the week
 - Weather delay for the entire week for exterior PD work including critical path water line work (concurrent with CenterPoint delay until Sep 13)
- Sep 13 (Thu)
 - Critical path delay due CenterPoint permanent power to PD ended
 - Briefly discussed the water line critical path delay in the OAC meeting
- Sep 14 (Fri)
 - RFI answer from Arkk was to open cut Jessamine Street to tap into the 12" water line across street from project
 - Since open cut was an expensive option (\$ 20-40K?) and since Michelle Jordan did not direct us to proceed, we did not mobilize
 - Meeting called by HCJV to resolve water tie in point
 - PD delay starts due to water line tap location RFI 234
 - Proposed a different mitigation / work around plan to provide temporary chiller water (via fire hydrant / water park hose bibs) to minimize additional delays from chiller flush & test activity






Horizon Christensen JV
 RFI 234 PD water line tie in
 Change proposal #28
 11 day delay GCs

- Although permanent water service is still required for start-up, the proposed plan is to fill, flush & test with a temp water source
 - This process will take approx. 4-5 days to complete
 - Permanent water source must be active and available to us by Friday, Sep 21 to minimize further delays
- Weather did not allow for exterior PD vault work
- Sep 17 (Mon)
 - Meeting called by HCJV to resolve tie in point
 - Decision made to tie into 12" main (same answer HCJV proposed Sep 10)
 - Hondor to remobilize and set new delivery schedule, procure new materials.
 - Start Tuesday / Wednesday?
 - Discussed work around plan for flush & treat chiller system (see Sep 14 notes) to minimize delays
 - Plan to mobilize proposed work around plan, install water pumps, coordinate works with other subs, start filling system using temp water
- Sep 24 (Mon)
 - Completed fill, flush and treat system portion of the work (see "water line actual" timeline)
 - Completed permanent water tie in from street into vault & into building
 - End of delay (Sep 14 thru Sep 24; 11 day delay)
- Sep 25 (Tue a.m.)
 - Fire Marshal inspected and passed water & fire line connections

Horizon Christensen JV
 RFI 234 PD water line tie in
 Change proposal #28
 11 day delay GCs

366		PD Exterior Improvements	52 days	Tue 8/28/18	Thu 11/8/18
367		PD Cut site	9 days	Tue 8/28/18	Mon 9/10/18

Sep 2018 CPM schedule
 #367 PD cut site predecessor to activity #214






































212		PD Perm power installed complete (Owner)	10 days	Mon 8/13/18	Fri 8/24/18
213		PD Perm power delay (Owner)	20 days	Sat 8/25/18	Fri 9/14/18
214		PD Domestic water (East)	5 days	Mon 9/10/18	Fri 9/14/18
215		PD Gas (Owner)	5 days	Wed 9/5/18	Tue 9/11/18
216		PD Site utilities complete	0 days	Fri 9/14/18	Fri 9/14/18

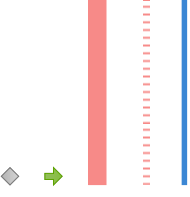
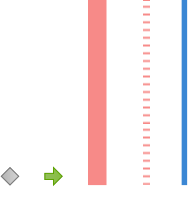
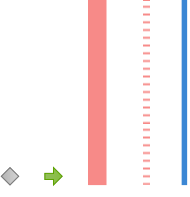

Sep 2018 CPM schedule
 #214 PD domestic water (East) successor to #367

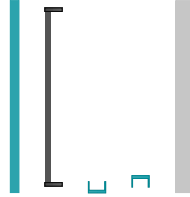
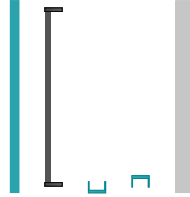
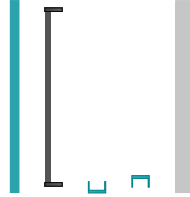
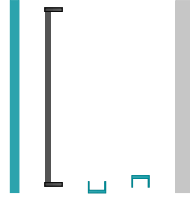
Line #	Item	September-18														CP 28 PD Water line				
		September 6, 2018	September 7, 2018	September 8, 2018	September 9, 2018	September 10, 2018	September 11, 2018	September 12, 2018	September 13, 2018	September 14, 2018	September 15, 2018	September 16, 2018	September 17, 2018	September 18, 2018	September 19, 2018	September 20, 2018	September 21, 2018	September 22, 2018	September 23, 2018	September 24, 2018
1	CenterPoint (CP 20)	12	13	14	15	16	17	18	19											
2	rain / weather		0.20	0.01	0.30	0.60	0.76	0.27	0.65	0.58	0.02	-	-	-	-	0.05	0.04	0.71	0.23	-
3	water line (plan) Sept CPM #214					1	2	3	4	5										
4	water line (plan) Sept 4					5														
5	water line (plan) work around #1	1	2	3	4	5	3	4	5	6										
6	water line (plan) work around #2	1	RFI	RFI	RFI	rain	rain	rain	rain	rain	RFI	RFI	RFI	RFI	2	3	4	5	6	7
7	water line actual	1	RFI	RFI	RFI	RFI	RFI	RFI	RFI	RFI	RFI	RFI	RFI	RFI	2	3	4	5	rain	rain
8	flush chillers (plan; tie to #3)												1		2	3	4			6
9	flush chillers (work around)														1	2	3	4		5
10	Water line time extension									1	2	3	4	5	6	7	8	9	10	11
		CP 20 CenterPoint								CP 28 PD Water line										











































































Rain / weather
CenterPoint (CP 20)
RFI 234 water line tie in location
Water line timeline






	Completion dates		
	Non contractual interim CH	Non contractual interim PD	Contractual completion CC
Baseline Schedule	July 9, 2018	September 25, 2018	March 26, 2019
Change proposals #6 & #7	September 24, 2018	November 22, 2018	May 23, 2019
CP 20 PD CenterPoint	October 12, 2018	December 11, 2018	June 11, 2019
CP 28, RFI 234, PD water line	November 2, 2018	December 22, 2018	June 22, 2019








ID	Task Mode	Task Name	Duration	Start	Finish	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
85		CH L1 RI HVAC piping to chillers	15 days	Mon 2/19/18	Fri 3/9/18																
86		CH L1 Frame walls & set door frames	49 days	Mon 2/26/18	Fri 5/4/18																
87		CH Chiller fabrication	48 days	Fri 3/2/18	Wed 5/9/18																
88		CH L1 Insulate walls	5 days	Mon 3/5/18	Fri 3/9/18																
89		CH L1 In wall blocking	2 days	Thu 5/3/18	Fri 5/4/18																
90		CH L1 COB inspection	0 days	Fri 5/4/18	Fri 5/4/18																
91		CH L1 Two side walls	20 days	Mon 5/7/18	Mon 6/4/18																
92		CH Chiller install	12 days	Thu 5/10/18	Fri 5/25/18																
93		CH HVAC for finishes	22 days	Tue 6/12/18	Thu 7/12/18																
94		CH L1 Ceramic tile	59 days	Tue 6/5/18	Mon 8/27/18																
95		CH L1 Tape, float & finish	10 days	Mon 7/9/18	Fri 7/20/18																
96		CH L1 Toilet partitions	59 days	Tue 7/17/18	Mon 10/8/18																
97		CH L1 Prime walls	10 days	Mon 7/30/18	Fri 8/10/18																
98		CH Council chamber wall fab	56 days	Thu 8/2/18	Fri 10/19/18																
99		CH L1 Ceiling grid	5 days	Mon 8/13/18	Fri 8/17/18																
100		CH L1 Air devices	3 days	Mon 8/20/18	Wed 8/22/18																
101		CH L1 Sprinkler heads	3 days	Mon 8/20/18	Wed 8/22/18																
102		CH L1 Ceiling tile	5 days	Mon 8/20/18	Fri 8/24/18																
103		CH L1 Paint walls	9 days	Tue 8/21/18	Fri 8/31/18																
104		CH L1 Light fixtures	3 days	Wed 8/22/18	Fri 8/24/18																
105		CH L1 Millwork	15 days	Fri 8/24/18	Fri 9/14/18																
106		CH L1 Plumbing fixtures	10 days	Mon 8/27/18	Mon 9/10/18																
107		CH L1 Trim out electrical	4 days	Tue 8/28/18	Fri 8/31/18																
108		CH L1 Trim out fire alarm	23 days	Tue 8/28/18	Fri 9/28/18																
109		CH L1 Flooring	10 days	Mon 9/17/18	Fri 9/28/18																
110		CH L1 Wallcovering	10 days	Mon 9/24/18	Fri 10/5/18																
111		CH L1 Display cases	3 days	Tue 9/25/18	Thu 9/27/18																
112		CH L1 install exterior doors & hardware	3 days	Thu 9/27/18	Mon 10/1/18																
113		CH L1 Fire extinguishers	1 day	Thu 10/4/18	Thu 10/4/18																
114		CH L1 Toilet accessories	2 days	Mon 10/8/18	Tue 10/9/18																
115		CH L1 Install late wood doors	5 days	Mon 10/15/18	Fri 10/19/18																
116		CH L1 Residential appliances	2 days	Mon 10/15/18	Tue 10/16/18																
117		CH L1 Complete (excl doors & chambers)	0 days	Tue 10/16/18	Tue 10/16/18																
118		CH L1 Council chamber feature wall WD 02	5 days	Mon 10/29/18	Fri 11/2/18																
119		CH L1 Interiors late (doors & chamber wall)	0 days	Fri 11/2/18	Fri 11/2/18																
120		CH Level 2	181 days	Mon 2/12/18	Fri 10/26/18																
121		CH L2 BIM	5 days	Mon 2/12/18	Fri 2/16/18																



















































































ID	Task Mode	Task Name	Duration	Start	Finish	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
						J	A	J	O	D	M	J	S	J	A	J	N	J	A	M	J
122	 	CH L2 Layout walls	5 days	Mon 3/12/18	Fri 3/16/18																
123	 	CH Owner equip RI submittals	0 days	Fri 3/16/18	Fri 3/16/18																
124	 	CH L2 RI plumbing	7 days	Mon 3/19/18	Wed 3/28/18																
125	 	CH L2 Owner RI data, IT & security	10 days	Mon 3/19/18	Mon 4/2/18																
126	 	CH L2 RI electrical	20 days	Mon 3/19/18	Mon 4/16/18																
127	 	CH L2 Ductwork	20 days	Mon 3/19/18	Mon 4/16/18																
128	 	CH L2 RI sprinklers	15 days	Tue 3/27/18	Mon 4/16/18																
129	 	CH L2 Frame walls & set door frames	25 days	Tue 4/10/18	Mon 5/14/18																
130	 	CH In wall blocking	5 days	Tue 5/8/18	Mon 5/14/18																
131	 	CH L2 Insulate walls	5 days	Tue 5/8/18	Mon 5/14/18																
132	 	CH L2 COB inspection	0 days	Mon 5/14/18	Mon 5/14/18																
133	 	CH L2 Two side walls	4 days	Thu 6/21/18	Tue 6/26/18																
134	 	CH L2 Tape, float & finish	5 days	Fri 6/29/18	Fri 7/6/18																
135	 	CH L2 Prime walls	5 days	Mon 7/9/18	Fri 7/13/18																
136	 	CH L2 Ceiling grid	5 days	Mon 7/9/18	Fri 7/13/18																
137	 	CH L2 Ceramic tile	11 days	Mon 7/9/18	Mon 7/23/18																
138	 	CH L2 Light fixtures	5 days	Mon 7/16/18	Fri 7/20/18																
139	 	CH L2 Air devices	5 days	Mon 7/16/18	Fri 7/20/18																
140	 	CH L2 Sprinkler heads	5 days	Mon 7/16/18	Fri 7/20/18																
141	 	CH L2 Trim out electrical	10 days	Mon 7/23/18	Fri 8/3/18																
142	 	CH L2 Trim out fire alarm	5 days	Mon 7/30/18	Fri 8/3/18																
143	 	CH L2 DBR inspection & correction	5 days	Mon 7/30/18	Fri 8/3/18																
144	 	CH L2 Ceiling tile	10 days	Mon 8/6/18	Fri 8/17/18																
145	 	CH L2 Millwork	15 days	Fri 8/17/18	Fri 9/7/18																
146	 	CH L2 Paint walls	10 days	Mon 8/20/18	Fri 8/31/18																
147	 	CH L2 Plumbing fixtures	5 days	Mon 9/10/18	Fri 9/14/18																
148	 	CH L2 Flooring	5 days	Mon 9/10/18	Fri 9/14/18																
149	 	CH L2 Wallcovering	5 days	Mon 9/17/18	Fri 9/21/18																
150	 	CH L2 Toilet partitions	3 days	Tue 10/2/18	Thu 10/4/18																
151	 	CH L2 Toilet accessories	3 days	Wed 10/3/18	Fri 10/5/18																
152	 	CH L2 Fire extinguishers	1 day	Fri 10/5/18	Fri 10/5/18																
153	 	CH L2 Residential appliances	2 days	Mon 10/15/18	Tue 10/16/18																
154	 	CH L2 Finishes complete (excl wood drs)	0 days	Tue 10/16/18	Tue 10/16/18																
155	 	CH L2 install late wood doors	5 days	Mon 10/22/18	Fri 10/26/18																
156	 	CH L2 Interiors late (wood doors)	0 days	Fri 10/26/18	Fri 10/26/18																
157	 	CH Base Building core	216 days	Mon 12/11/17	Tue 10/16/18																
158	 	CH Elevators	45 days	Mon 12/11/17	Tue 2/13/18																

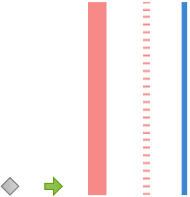


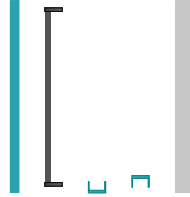


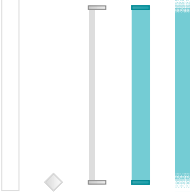


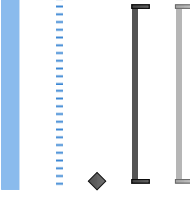



ID	Task Mode	Task Name	Duration	Start	Finish	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
159	 	CH Signage released for fab (Owner)	43 days	Tue 5/8/18	Mon 7/9/18																
160	 	CH Install elevators	40 days	Mon 7/9/18	Fri 8/31/18																
161	 	CH Signage fabrication	50 days	Fri 7/13/18	Fri 9/21/18																
162	 	CH elevator temp use	1 day	Tue 9/4/18	Tue 9/4/18																
163	 	CH IT room complete (Owner) for controls	15 days	Mon 9/17/18	Fri 10/5/18																
164		CH Roof screen wall	5 days	Mon 9/24/18	Fri 9/28/18																
165	 	CH Base bldg. complete (excl signage)	0 days	Fri 10/5/18	Fri 10/5/18																
166	 	CH Signage (Owner)	5 days	Wed 10/10/18	Tue 10/16/18																
167	 	CH Base building core complete	0 days	Tue 10/16/18	Tue 10/16/18																
168	 	CH Exterior Improvements	87 days	Mon 7/2/18	Thu 11/1/18																
169		CH Cut site	44 days	Mon 7/2/18	Fri 8/31/18																
170	 	CH Sidewalks	5 days	Tue 9/4/18	Mon 9/10/18																
171		CH Lower fiber box (Owner activity)	1 day	Wed 9/5/18	Wed 9/5/18																
172	 	CH Concrete steps	5 days	Tue 9/11/18	Mon 9/17/18																
173	 	CH Unit pavers	1 day	Tue 9/18/18	Tue 9/18/18																
174		CH Aluminum canopy	9 days	Fri 9/28/18	Wed 10/10/18																
175	 	CH Irrigation tap & meter (Owner)	10 days	Mon 10/1/18	Fri 10/12/18																
176		CH Canopy column masonry	3 days	Fri 10/5/18	Tue 10/9/18																
177	 	CH Site lights	5 days	Fri 10/5/18	Thu 10/11/18																
178		CH Street paving	3 days	Thu 10/11/18	Mon 10/15/18																
179	 	CH SS rails	5 days	Thu 10/11/18	Wed 10/17/18																
180	 	CH Irrigation	9 days	Mon 10/15/18	Thu 10/25/18																
181	 	CH Flagpoles	1 day	Tue 10/16/18	Tue 10/16/18																
182	 	CH Landscaping	9 days	Mon 10/22/18	Thu 11/1/18																
183	 	CH Exterior improvements complete	0 days	Thu 11/1/18	Thu 11/1/18																
184	 	CH Completion	49 days	Mon 8/27/18	Fri 11/2/18																
185		CH Closeout docs from subs	34 days	Mon 8/27/18	Fri 10/12/18																
186	 	CH Contractor start up & commissioning	9 days	Mon 9/17/18	Thu 9/27/18																
187		CH Test & balance (Owner)	10 days	Mon 9/17/18	Fri 9/28/18																
188	 	CH Owner CX	10 days	Mon 10/1/18	Fri 10/12/18																
189	 	CH Final clean	5 days	Mon 10/8/18	Fri 10/12/18																
190	 	CH City of Bellaire final inspections	5 days	Mon 10/15/18	Fri 10/19/18																
191	 	CH City of Bellaire TCO	0 days	Fri 10/19/18	Fri 10/19/18																
192	 	CH Design team punch	5 days	Wed 10/17/18	Tue 10/23/18																
193	 	CH Correct punch list	8 days	Wed 10/24/18	Fri 11/2/18																
194	 	CH Substant Comp	0 days	Fri 11/2/18	Fri 11/2/18																
195	 	CH Final completion	0 days	Fri 11/2/18	Fri 11/2/18																





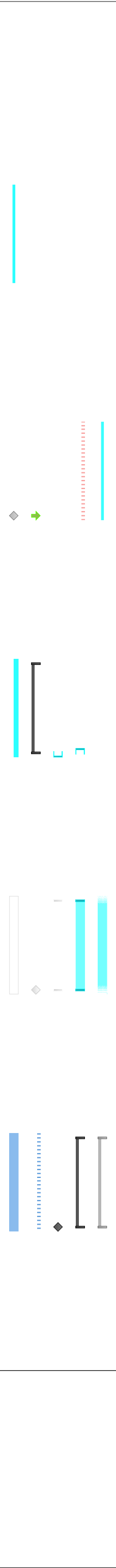






ID	Task Mode	Task Name	Duration	Start	Finish	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
						J	A	J	O	J	A	J	N	J	A	J	D
347		PD L2 Ceiling grid	5 days	Thu 10/4/18	Wed 10/10/18												
348		PD L2 Light fixtures	5 days	Thu 10/11/18	Wed 10/17/18												
349		PD L2 Air devices	5 days	Thu 10/11/18	Wed 10/17/18												
350		PD L2 Sprinkler heads	5 days	Thu 10/11/18	Wed 10/17/18												
351		PD L2 Paint walls	5 days	Fri 10/19/18	Thu 10/25/18												
352		PD L2 Ceiling tile	3 days	Thu 10/18/18	Mon 10/22/18												
353		PD L2 Wallcovering	5 days	Tue 10/23/18	Mon 10/29/18												
354		PD L2 Ceramic tile	5 days	Mon 10/29/18	Fri 11/2/18												
355		PD L2 Trim out electrical	5 days	Mon 10/29/18	Fri 11/2/18												
356		PD L2 Trim out fire alarm	5 days	Mon 10/29/18	Fri 11/2/18												
357		PD L2 Millwork	7 days	Tue 10/30/18	Wed 11/7/18												
358		PD L2 Toilet partitions	5 days	Mon 11/5/18	Fri 11/9/18												
359		PD L2 Toilet accessories	3 days	Mon 11/12/18	Wed 11/14/18												
360		PD L2 Flooring	7 days	Fri 11/9/18	Sat 11/17/18												
361		PD L2 Fire extinguishers	1 day	Thu 11/15/18	Thu 11/15/18												
362		PD L2 Residential appliances	2 days	Thu 11/8/18	Fri 11/9/18												
363		PD L2 Food service equipment	2 days	Thu 11/8/18	Fri 11/9/18												
364		PD L2 Plumbing fixtures	3 days	Tue 11/13/18	Thu 11/15/18												
365		PD L2 Doors & hardware	5 days	Tue 10/30/18	Mon 11/5/18												
366		PD L2 Interiors complete	0 days	Sat 11/17/18	Sat 11/17/18												
367		PD Base Building core	196 days	Tue 2/13/18	Sat 11/17/18												
368		PD Elevators	45 days	Tue 2/13/18	Tue 4/17/18												
369		PD Signage released for fabrication	0 days	Fri 8/10/18	Fri 8/10/18												
370		PD Signage fabrication	60 days	Fri 8/10/18	Fri 11/2/18												
371		PD Elevator install	20 days	Mon 10/8/18	Fri 11/2/18												
372		PD Signage Install	5 days	Tue 11/13/18	Sat 11/17/18												
373		PD core complete	0 days	Sat 11/17/18	Sat 11/17/18												
374		PD Exterior Improvements	71 days	Tue 8/28/18	Thu 12/6/18												
375		PD Cut site	23 days	Tue 8/28/18	Fri 9/28/18												
376		PD Concrete steps	10 days	Mon 10/1/18	Fri 10/12/18												
377		PD Front entry aluminum canopy	10 days	Mon 10/15/18	Fri 10/26/18												
378		PD Cast stone wall	10 days	Mon 10/15/18	Fri 10/26/18												
379		PD Canopy column masonry	3 days	Mon 10/29/18	Wed 10/31/18												
380		PD Site paving	7 days	Mon 10/29/18	Tue 11/6/18												
381		PD SS rails	5 days	Thu 11/1/18	Wed 11/7/18												
382		PD Sidewalks	5 days	Wed 11/7/18	Tue 11/13/18												
383		PD Final grade & backfill curbs	2 days	Wed 11/14/18	Thu 11/15/18												

ID	Task Mode	Task Name	Duration	Start	Finish	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
458		CC Window glazing	3 days	Thu 5/9/19	Mon 5/13/19																
459		CC Envelope complete	0 days	Mon 5/13/19	Mon 5/13/19																
460		CC Buildout	329 days	Mon 2/19/18	Tue 6/4/19																
461		CC	329 days	Mon 2/19/18	Tue 6/4/19																
462		CC BIM complete	15 days	Mon 2/19/18	Fri 3/9/18																
463		CC Layout walls	2 days	Thu 4/11/19	Fri 4/12/19																
464		CC Owner equip RI submittals	0 days	Fri 4/12/19	Fri 4/12/19																
465		CC Frame walls & set door frames	3 days	Mon 4/15/19	Wed 4/17/19																
466		CC RI plumbing	3 days	Thu 4/18/19	Mon 4/22/19																
467		CC Owner RI data, IT & security	5 days	Thu 4/18/19	Wed 4/24/19																
468		CC RI electrical	5 days	Thu 4/18/19	Wed 4/24/19																
469		CC Ductwork	5 days	Thu 4/18/19	Wed 4/24/19																
470		CC In wall blocking	2 days	Thu 4/18/19	Fri 4/19/19																
471		CC Insulate walls	2 days	Thu 4/18/19	Fri 4/19/19																
472		CC RI sprinklers	3 days	Thu 4/25/19	Mon 4/29/19																
473		CC Operable walls	5 days	Thu 4/25/19	Wed 5/1/19																
474		CC COB inspection	0 days	Mon 4/29/19	Mon 4/29/19																
475		CC Two side walls	3 days	Tue 4/30/19	Thu 5/2/19																
476		CC Tape, float & finish	5 days	Fri 5/3/19	Thu 5/9/19																
477		CC Prime walls	2 days	Fri 5/10/19	Mon 5/13/19																
478		CC Wallcovering	3 days	Tue 5/14/19	Thu 5/16/19																
479		CC Paint walls	3 days	Tue 5/14/19	Thu 5/16/19																
480		CC Ceiling grid	3 days	Tue 5/21/19	Thu 5/23/19																
481		CC Light fixtures	3 days	Fri 5/24/19	Wed 5/29/19																
482		CC Air devices	3 days	Fri 5/24/19	Wed 5/29/19																
483		CC Sprinkler heads	3 days	Fri 5/24/19	Wed 5/29/19																
484		CC Flooring	5 days	Fri 5/24/19	Fri 5/31/19																
485		CC Ceiling tile	2 days	Thu 5/30/19	Fri 5/31/19																
486		CC Doors & hardware	2 days	Mon 6/3/19	Tue 6/4/19																
487		CC Fire extinguishers	1 day	Mon 6/3/19	Mon 6/3/19																
488		CC Trim out electrical	2 days	Mon 6/3/19	Tue 6/4/19																
489		CC Trim out fire alarm	2 days	Mon 6/3/19	Tue 6/4/19																
490		CC Signage	1 day	Mon 6/3/19	Mon 6/3/19																
491		CC Interiors complete	0 days	Tue 6/4/19	Tue 6/4/19																
492		CC Exterior Improvements	64 days	Mon 3/25/19	Fri 6/21/19																
493		CC ADS system	19 days	Mon 3/25/19	Thu 4/18/19																
494		Excavation	5 days	Mon 3/25/19	Fri 3/29/19																





OWNER STATUS REPORT

DATES OF COVERAGE:	Sep 7 – Sep 13, 2018
PROJECT NAME:	Bellaire Municipal Facility
PROJECT LOCATION:	Bellaire, TX

ACTIVITY SUMMARY NARRATIVE:

Police Dept.

Started prime paint 2nd fl.
 Installing exterior window framing & glass
 Installing jail cell plaster ceiling grid system

Upcoming work:

Start plaster ceiling in jail cells
 Start water meter vault installation (delay due to weather / location of tie in line)
 Start up chillers (after water line are complete)
 Start interior finishes (after chiller start up)

City Hall

Completing 1st floor corridor tile floors
 HVAC controls in progress
 Installing fabric wall coverings

Upcoming work

CX (Owner activity scheduled for Sept 18; 10 - day duration)
 Tile flooring at grand stairs
 Install exterior canopies

WEATHER SUMMARY:

Weather Delays This Period:

zero

August weather day delays to date

zero

Attachment: CP 28 R2 RFI 234 PD water line negotiation 12.07.18 complete (2745 : Municipal Facilities Project - Horizon Christensen Change

Joseph Costello

From: Kelsey Heien <kheien@hgiusa.com>
Sent: Thursday, September 13, 2018 8:12 AM
To: Michelle Jordan; Byron Holloway; Russell Brown; pbaltuskonis@bellairetx.gov; Karl Miller; Jeff Gerber; Alec Luong; Paul Hofmann (phofmann@bellairetx.gov); Brandon Thigpin (bthigpin@bellairetx.gov)
Cc: JOSE AGUAYO, JR; THAI TU; LAURA THURMOND; Derek Baldwin; Mark Christensen; AL KASHANI; Joseph Costello; Dustin Carr
Subject: Bellaire Municipal Facilities - OAC Meeting #34 Minutes
Attachments: 2018-09-01 BMF Schedule - 2018.09.01 CenterPoint delay.pdf; 2018-09-12 Open RFIs.pdf; 2018-08-30 OAC Minutes.pdf

All – attached are the minutes from the last OAC, Open RFIs & updated master schedule for review in Thursday's OAC at 9 am. The master schedule includes a delay due to CPE power issues; however, although this reflects status as of Sept 1, recent weather (& potential future weather) as well as PD water line location (since tying in the water is a near critical path activity) may further delay PD completion.

Regards,
Kelsey

Kelsey Heien
 City of Bellaire Municipal Buildings Project Manager
 Horizon | Christensen, a Joint Venture
 Mobile - 713-416-3656
 Email - kheien@hgiusa.com

Attachment: CP 28 R2 RFI 234 PD water line negotiation 12.07.18 complete (2745 : Municipal Facilities Project - Horizon Christensen Change

Joseph Costello

Subject: Urgent - Review PD Water Line Tap Location
Location: Trailer / Conf Call

Start: Fri 9/14/2018 11:00 AM
End: Fri 9/14/2018 12:00 PM
Show Time As: Tentative

Recurrence: (none)

Organizer: Kelsey Heien

Importance: High

All – we need to finalize where we need to tap the water line for the PD building. This is critical path. I think the current proposed plan from Arkk is to tap the 12" line on the South side of Jessamine which will require an open street cut.

1-866-906-7447

HOST: 736 385 79

Participant: 353 7505

Joseph Costello

From: Kelsey Heien <kheien@hgiusa.com>
Sent: Friday, September 14, 2018 12:32 PM
To: Joseph Costello
Subject: New Time Proposed: closeout (for Owner conference and for internal use)

2nd PD Water Line mtg scheduled for same time, Monday 10 am. Can we push this back to 11?

Joseph Costello

From: Karl Miller <kmiller@bellairetx.gov>
Sent: Friday, September 14, 2018 2:06 PM
To: Kelsey Heien
Cc: Derek Baldwin; Michelle Jordan; Alec Luong (aluong@pgal.com); Charles Hawkins; bobby.vasek@arkkengineers.com; THAI TU; Joseph Costello
Subject: Re: Urgent - Review PD Water Line Tap Location - Critical Path
Attachments: image002.jpg

Every possible solution needs to be exhausted before I'll support another street cut and I want to hear all the options before you have my support.

I'm not available at 10 but I can be there at 9 or around 11:15.

Thank you

Karl

Sent from my iPhone

> On Sep 14, 2018, at 12:23 PM, Kelsey Heien <kheien@hgiusa.com> wrote:
 >
 > 2nd Mtg required for all parties to attend.
 > All – we need to finalize where/who/when to tap the water line for the PD building. This is critical path.
 > I think the current proposed plan from Arkk is to tap the 12" line on the South side of Jessamine which will require an open street cut.
 > (Karl, Joe & Thai – FYI on meeting, not required to attend)
 >
 > 1-866-906-7447
 > HOST: 736 385 79
 > Participant: 353 7505
 >
 > [cid:image002.jpg@01D44C25.64EF6AE0]
 >
 > <image002.jpg>
 > <meeting.ics>

Joseph Costello

From: Joseph Costello
Sent: Friday, September 14, 2018 2:56 PM
To: Michelle Jordan
Cc: Derek Baldwin; Kelsey Heien; THAI TU
Subject: Temp water for PD chillers

Michelle,

We are reviewing options to work around / mitigate PD & project delays since we currently do not have a permanent water supply for the PD chillers.

The current plan for the water treatment and flush scope of work is:

- Work would take approx. 4-5 days
 - Tentative start Monday, Sept 17
- Connect a hose from a water source to fill the chiller and chilled water lines from one of the following:
 - existing fire hydrant on the North side of Jessamine near the water park (across the street from the fire station)
 - water park hose bib
 - other?
 - Connect a flush pump
 - install a backflow preventer on the connected line
- The water would be circulated and then flushed down the sanitary
- The system would then be treated & tested
- ROM usage over the duration is 10,000 gals
- After treatment & testing is successful, then we would require approx. 100 gals / day for make - up water
 - Make up water would also be from the same source

This plan appears to be the least expensive option while the permanent water tie in point is determined / connected

Please advise if this hydrant or the water park supply line could be used.

Regards,
 Joe

Joseph J Costello, LEED AP BD+C, PMP
 Christensen Building Group, LLC
 15425 North Freeway I Suite 330 I Houston, TX 77090
 Cell: 281-902-6300

joseph@christensenbuilding.com

www.christensenbuilding.com

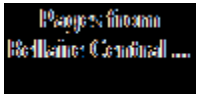


Joseph Costello

From: Bobby Vasek <bobby.vasek@arkkengineers.com>
Sent: Monday, September 17, 2018 9:52 AM
To: Kelsey Heien; 'Michelle Jordan'; 'Charles Hawkins'; Derek Baldwin; 'Alec Luong'
Cc: 'THAI TU'; Joseph Costello; 'Karl Miller'
Subject: RE: Urgent - Review PD Water Line Tap Location - Critical Path

We have discussed this over the weekend with Charles and we are recommending that you proceed with the connection at the Water plant provided you confirm that there is a valve at the pump house & elevated tank that can be isolated without disruption to the water supply for the Police Building. See attached drawing of the possible solution. Again this is dependent on existing isolation valves.

In the event that we cannot locate the isolation valves you will be required to take the service to the 12-inch on Jessamine.



Thank you,

Bobby Vasek



7322 Southwest Fwy, Suite 1040
 Houston, TX 77074
 Office: 713-400-2755 \ Cell: 832-326-7180
Bobby.Vasek@arkkengineers.com \ www.arkkengineers.com

-----Original Appointment-----

From: Kelsey Heien [mailto:kheien@hgiusa.com]
Sent: Monday, September 17, 2018 8:26 AM
To: Michelle Jordan (MJordan@bellairetx.gov); Charles Hawkins; Derek Baldwin (derek@christensenbuilding.com); Alec Luong (aluong@pgal.com); bobby.vasek@arkkengineers.com
Cc: THAI TU; Joe Costello (joseph@christensenbuilding.com); Karl Miller
Subject: Urgent - Review PD Water Line Tap Location - Critical Path
When: Monday, September 17, 2018 11:00 AM-12:00 PM (UTC-06:00) Central Time (US & Canada).
Where: Trailer / Conf Call 1-866-906-7447, Code 353 7505
Importance: High

Move to 11 at Owner's request.

Attachment: CP 28 R2 RFI 234 PD water line negotiation 12.07.18 complete (2745 : Municipal Facilities Project - Horizon Christensen Change

2nd Mtg required for all parties to attend.

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(Karl, Joe & Thai – FYI on meeting, not required to attend)

1-866-906-7447

HOST: 736 385 79

Participant: 353 7505

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<< File: image002.jpg >>

Joseph Costello

From: Charles Hawkins <chawkins@bellairetx.gov>
Sent: Monday, September 17, 2018 10:52 AM
To: bobby.vasek@arkkengineers.com; Kelsey Heien; Michelle Jordan; Derek Baldwin; 'Alec Luong'
Cc: 'THAI TU'; Joseph Costello; Karl Miller
Subject: RE: Urgent - Review PD Water Line Tap Location - Critical Path

Michelle the contractor may proceed with the tie in there are two valves with-in the pump station that can be isolated without disturbing PD water supply.

Charles Hawkins

Utilities Superintendent
 Public Works

City of Bellaire

4337 Edith Street | Bellaire, TX 77401
 O: (713) 662-8174
www.bellairetx.gov

From: Bobby Vasek [<mailto:bobby.vasek@arkkengineers.com>]
Sent: Monday, September 17, 2018 9:52 AM
To: 'Kelsey Heien'; Michelle Jordan; Charles Hawkins; 'Derek Baldwin'; 'Alec Luong'
Cc: 'THAI TU'; 'Joe Costello'; Karl Miller
Subject: RE: Urgent - Review PD Water Line Tap Location - Critical Path

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In the event that we cannot locate the isolation valves you will be required to take the service to the 12-inch on Jessamine.

<< File: Pages from Bellaire Central Plant Water Well_Conformed Plans.pdf >>

Thank you,

Bobby Vasek



7322 Southwest Fwy, Suite 1040

Attachment: CP 28 R2 RFI 234 PD water line negotiation 12.07.18 complete (2745 : Municipal Facilities Project - Horizon Christensen Change

Houston, TX 77074
 Office: 713-400-2755 \ Cell: 832-326-7180
Bobby.Vasek@arkkengineers.com \ www.arkkengineers.com

-----Original Appointment-----

From: Kelsey Heien [<mailto:kheien@hgiusa.com>]

Sent: Monday, September 17, 2018 8:26 AM

To: Michelle Jordan (MJordan@bellairetx.gov); Charles Hawkins; Derek Baldwin (derek@christensenbuilding.com); Alec Luong (aluong@pgal.com); bobby.vasek@arkkengineers.com

Cc: THAI TU; Joe Costello (joseph@christensenbuilding.com); Karl Miller

Subject: Urgent - Review PD Water Line Tap Location - Critical Path

When: Monday, September 17, 2018 11:00 AM-12:00 PM (UTC-06:00) Central Time (US & Canada).

Where: Trailer / Conf Call 1-866-906-7447, Code 353 7505

Importance: High

Move to 11 at Owner's request.

2nd Mtg required for all parties to attend.

All – we need to finalize where/who/when to tap the water line for the PD building. This is critical path.

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(Karl, Joe & Thai – FYI on meeting, not required to attend)

1-866-906-7447

HOST: 736 385 79

Participant: 353 7505

cid:image002.jpg@01D44C25.64EF6AE0

<< File: image002.jpg >>

Attachment: CP 28 R2 RFI 234 PD water line negotiation 12.07.18 complete (2745 : Municipal Facilities Project - Horizon Christensen Change

Joseph Costello

Subject: Urgent - Review PD Water Line Tap Location - Critical Path
Location: Trailer / Conf Call 1-866-906-7447, Code 353 7505

Start: Mon 9/17/2018 11:00 AM
End: Mon 9/17/2018 12:00 PM
Show Time As: Tentative

Recurrence: (none)

Organizer: Kelsey Heien

Importance: High

Move to 11 at Owner's request.

2nd Mtg required for all parties to attend.

All – we need to finalize where/who/when to tap the water line for the PD building. This is critical path.

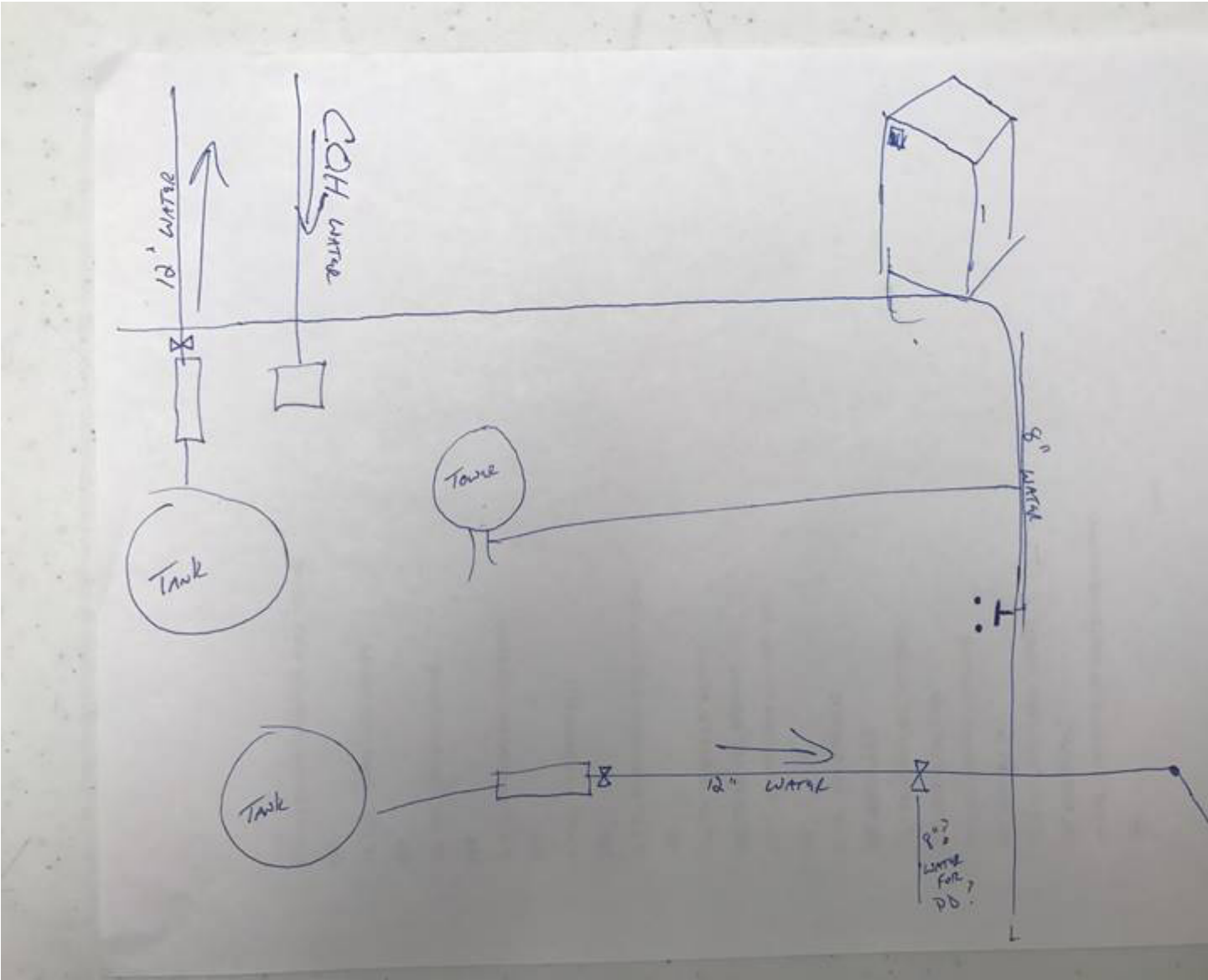
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(Karl, Joe & Thai – FYI on meeting, not required to attend)

1-866-906-7447

HOST: 736 385 79

Participant: 353 7505





December 7, 2018

Ms. Michelle Jordan
 City of Bellaire Parks, Rec and Facilities Project Manager
 7008 South Rice Avenue
 Bellaire, TX 77401
Sent via email to Michelle Jordan at mjordan@bellairetx.gov

Re: City of Bellaire Municipal Facilities Project
 Subject: Change Proposal 7 R2 PD demo time extension negotiation 12.07.18

Michelle,

Attached are costs and time extensions for PD demo related time extension as fully identified in Change Proposal #7 dated April 23, 2018

<u>Bldg.</u>	<u>Description</u>	<u>Value</u>
PD	PD demo time extension	19,115
	Total additional cost	19,115
	Total cost impact this Change Proposal	19,115
	Total critical path schedule impact	16

See attached qualifications.

Glad to meet or discuss

Regards,
 for Horizon / Christensen, a Joint Venture

Joseph J Costello

Attachments: Cost Breakdown Form

xc: CBG, HGI, PGAL

APPROVALS:

Michelle Jordan – Date
 City of Bellaire

Paul Hofmann – Date
 City of Bellaire

Alec Luong – Date
 PGAL

Attachment: CP 7 R2 PD time extension negotiation 12.07.18 complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)



PROJECT NO: 17005
PROJECT: BELLAIRE MUNICIPAL FACILITIES
CLIENT: CITY OF BELLAIRE
ARCHITECT: PGAL
CHANGE PROPOSAL: CP 7 R2 PD demo time extension 12.07.18
PROPOSAL DATE: 12/7/2018

DIV.	NAME	CITY HALL/CIVIC CENTER	POLICE DEPARTMENT/ COURTS	COMMENTS
	Per negotiations between the City of Bellaire and the HCJV, all parties agree to:			
	16 calendar day time extension			
	Lump Sum General Conditions		18,320	
	SUBTOTAL - COST OF WORK	-	18,320	
	BUILDER'S RISK INSURANCE	0	46	0.24%
	GENERAL LIABILITY	0	75	0.39%
	FEE: 2.75%	0	526	2.75%
	TOTAL COST WITHOUT BOND	0	18,966	
	BOND	0	149	0.78%
	TOTAL COST WITH BOND	0	19,115	19,115

Notes:

1. The City of Bellaire and the HCJV, in good faith, jointly & severally agree to this negotiated settlement
2. This negotiation supersedes any prior agreements and excludes all other costs or claims made by any & all other parties
3. Pricing excludes all other costs or impacts from all other time extension change proposals
4. Settlement excludes all other costs not explicitly included in the negotiations or identified herein
5. Excludes Owner subcontractor delays, costs & coordination



April 23, 2017

Ms. Michelle Jordan
Project Manager
City of Bellaire
7008 South Rice Avenue
Bellaire, TX 77401

Re: City of Bellaire Municipal Facilities Project
Subject: Change Proposal #007.1 PD demo delays

Michelle,

We respectfully submit our proposal for a time extension of 16 days for PD demo delays. This delay issue to the late turnover of the former PD building to the HCJV team for demolition. Note: this time extension is in addition to weather / Harvey and CH gas line relocation delays.

Horizon Group International and Christensen Building Group (HCJV) explicitly reserves our right to both direct and additional General Conditions costs yet to be determined.

Please see the attached documentation for additional information.

Please incorporate this change proposal into our Prime Contract.

Glad to discuss.

Sincerely,
for Horizon / Christensen JV

Joseph J Costello

Attachments: Cost Breakdown Form

xc: CBG HGI PGAL










Approved to incorporate into the Prime Contract:

Michelle Jordan for the City of Bellaire

Alec Luong for PGAL

Paul Hofmann for the City of Bellaire

Attachment: CP 7 R2 PD time extension negotiation 12.07.18 complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)

159		Police Department/Courts	316 days	Tue 7/11/17	Tue 9/25/18
160		Sitework	37 days	Tue 7/11/17	Wed 8/30/17
162		Install temporary fence	2 days	Tue 7/11/17	Wed 7/12/17
164		Abate existing PD/Courts (by Owner)	5 days	Tue 7/11/17	Mon 7/17/17
167		Install SWPPP BMP's	5 days	Thu 7/13/17	Wed 7/19/17
168		Protect existing trees to remain	5 days	Thu 7/13/17	Wed 7/19/17
161		Relocate dumpster (by Owner)	1 day	Mon 7/17/17	Mon 7/17/17
163		Install construction entrance	3 days	Mon 7/17/17	Wed 7/19/17
165		Demolish existing PD/Courts	17 days	Thu 7/20/17	Fri 8/11/17

H.2.a.4

PD baseline schedule

Attachment: CP 7 R2 PD time extension negotiation 12.07.18 complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)

160			Police Department/Courts	331 days	Mon 7/17/17	Mon 10/22/18	H.2.a.4
161	✓		Sitework	23 days	Mon 7/17/17	Wed 8/16/17	
165	✓		Abate existing PD/Courts (by Owner)	5 days	Mon 7/17/17	Fri 7/21/17	
168	✓		Disconnect utilities (by Owner)	8 days	Mon 7/24/17	Wed 8/2/17	
163	✓		Install temporary fence	2 days	Thu 8/3/17	Fri 8/4/17	
166	✓		Demolish existing PD/Courts	10 days	Thu 8/3/17	Wed 8/16/17	

PD demo delay

09.06.17 schedule update

As built condition

Activity #165 "abate PD/courts (by Owner)" delayed critical path from baseline by 4 days (turnover was to be 07.17.17)

Activity #168 "disconnect utilities (by Owner)".Delayed critical path by additional 12 days

Total delay: 16 days

City of Bellaire Municipal Facilities
Horizon / Christensen JV
Timeline recap of all delays thru Mar 2018
CP #006 & CP #007

Delay	June-17										July-17										August-17										September-17																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
	June 24, 2017					June 27, 2018					July 10, 2018					July 17, 2017					July 18, 2017					July 19, 2017					July 20, 2017					July 21, 2017					July 22, 2017					July 23, 2017					July 24, 2017					July 25, 2017					July 26, 2017					July 27, 2017					July 28, 2017					July 29, 2017					July 30, 2017					July 31, 2017					August 1, 2017					August 25, 2017					August 26, 2017					August 27, 2017					August 28, 2017					August 29, 2017					August 30, 2017					August 31, 2017					September 1, 2017					September 2, 2017					September 3, 2017					September 4, 2017					September 5, 2017					September 6, 2017					September 7, 2017					September 18, 2017					September 19, 2017					September 20, 2017					September 21, 2017					September 22, 2017					September 29, 2017																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																		
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	October-17	November-17	December-17							January-18			February-18							March-18				Totals							
	October 23, 2017	November 1, 2017 November 2, 2017	December 4, 2017 December 5, 2017 December 6, 2017 December 7, 2017 December 8, 2017 December 9, 2017 December 19, 2017 December 20, 2017 December 26, 2017 December 27, 2017	January 8, 2018 January 16, 2018 January 17, 2018	February 7, 2018 February 10, 2018 February 13, 2018 February 21, 2018 February 22, 2018 February 23, 2018 February 24, 2018 February 26, 2018	March 5, 2018 March 6, 2018	March 15, 2018	March 28, 2018 March 29, 2018	33	33	33																				
Delay																															
Weather																															
CH gas																															
PD demo																															
Weather days not compensated																															
Labor Day																															

	Non contractual interim		Completion dates		Contractual	
	CH	PD	Non contractual interim	Contractual	CC	
Baseline Schedule	July 9, 2018	September 25, 2018	March 26, 2019			
Weather	33	33	33			
CH gas relocation	12	0	0			
PD demo	0	16	16			
Revised completion date	NA	NA	May 23, 2019			
Current Projection	September 24, 2018	November 22, 2018	May 23, 2019			

PROJECT NO: 17005
PROJECT: BELLAIRE MUNICIPAL FACILITIES
CLIENT: CITY OF BELLAIRE
ARCHITECT: PGAL
CHANGE PROPOSAL: CP #007.1 PD demo delay
PROPOSAL DATE: 4/23/2018

[illegible]



Meeting #10

08.17.17

9.1	3	FFE	Michelle Jordan (City of Bellaire)		Low	Open
Description: 04/27/17 - a separate follow-up meeting will be held to coordinate FFE items as well as incorporate FFE items into the construction schedule 05/25/17 - Michelle Jordan will set up separate meeting. 7/6/17 - request to separate FFE into more detailed line items such as Lab Equipment, Furniture, IT, etc. in the schedule and for future meetings to review (separate lists of attendees). 8/3/17 - Chief Holloway requested the FF&E meetings begin soon. Michelle Jordan will schedule to start in approx 3 weeks. 8/17/17 - FF&E meetings will resume after Michelle returns to office, possibly next week. Discussion on how meetings will be broken down: Cabling, AV, IT, FFE, etc.						
9.2	7	Schedule	Brett Detamore (Christensen Building Group, LLC)		Medium	Open
Description: This item was under Temp Build-out. Moved to Schedule Group 7/9/17. 4/27/17 - a draft schedule for the temp build out (Phase 1A) was distributed. H C to develop a baseline schedule for Phases 1B & 2. H C to coordinate detention equipment and holding cell doors to be salvaged from the existing Police Dept/Court Bldg. and reused within the temp build out (Phase 1A) with Bellaire. H C to coordinate the relocation of the CenterPoint Energy ad services (including AT&T) as well as the removal of the traffic signals and striping across South Rice Avenue. 5/11/17 - H C to issue a 2-week look ahead schedule by 05/11/17. H C to issue a baseline schedule for Phases 1B and 2 on 05/25/17. A walk through of the Police Department was conducted on 05/09/17 to coordinate detention fixtures and holding cell doors to be salvaged for reuse within the temp build out. Bellaire requested that H C add two (2) telephone drops to the temp build out scope for a fax machine and intoxilyzer machine. Bellaire requested that H C review the data scope for the temp build out to see if it was priced per the Specifications for the new buildings and if so, if there are more cost efficient options. Bellaire and H C to review the email correspondence from PGA on 05/10/17 relative to CenterPoint Energy. H C to identify the time frame in which the traffic signals and striping will be removed. Bellaire stressed the importance of Call Before You Dig. 05/25/17 - draft schedule was issued 05/24/17. Michelle Jordan requested a copy in MS Project. Discussion on adding items: FFE, Submittals, Inspections, Milestones, etc. Final baseline will be completed prior to start of building demolition. 06/22/17 - baseline has been updated. Only FFE remaining to incorporate. 7/6/17 - baseline will be issued prior to demo start. Abatement push and Gas line re-route will impact schedule. Post Meeting notes - 7/3/17 Temporary build-out ready for PD move-in. 7/14 Temp Build out compete (including auto gate). 7/20/17 - Baseline and updated schedules issued 7/19/17. CenterPoint Gas is affecting schedule. 8/2/17 - updated schedule issued. 8/16/17 - updated schedule issued.						
9.3	9	Look Ahead			High	Open
Description:						

These meeting minutes are believed to be an accurate reflection of those items discussed and the conclusions that were reached during the referenced meeting.

Please contact Horizon | Christensen, a joint venture if there are any discrepancies or questions with the content of these minutes.

Joseph Costello

From: Derek Baldwin
Sent: Wednesday, March 28, 2018 7:40 AM
To: Joseph Costello
Subject: FW: Bellaire Municipal Facilities Schedule - 2017.07.19 Update
Attachments: Bellaire Municipal Facilities Schedule - 2017.07.19 Update.pdf

From: Brett Detamore
Sent: Wednesday, July 19, 2017 6:28 PM
To: Derek Baldwin <derek@christensenbuilding.com>; Jose Aguayo <jaguayo@hgiusa.com>
Cc: lthurmond@hgiusa.com; Kelsey Heien <kheien@hgiusa.com>; Thai Tu <ttu@hgiusa.com>; Efren Garcia <efren@christensenbuilding.com>; BARDIA FARHOOMAND <bfarhoomand@hgiusa.com>
Subject: Bellaire Municipal Facilities Schedule - 2017.07.19 Update

Attached is the 07/19/2017 schedule update with my notes below:

1. We need to remove the traffic signals and crosswalk striping before school starts at Condit. This will require lane closures. Assuming a weekend works best for this, how about Saturday, August 5 through Sunday, August 6?
2. Added #22 and #23 re: relocation of gas line. This delayed CH building turnover, but not critical path.
3. Pushed back #165 re: PD/C abatement. This delayed critical path.
4. Added #168 re: disconnecting building utilities before demo. This delayed critical path. We need to fast track what is highlighted below.

Police Department/Courts	324 days	Mon 7/17/17	Thu 10/11/18
Sitework	45 days	Mon 7/17/17	Fri 9/15/17
Abate existing PD/Courts (by Owner)	5 days	Mon 7/17/17	Fri 7/21/17
Relocate dumpster (by Owner)	1 day	Fri 7/21/17	Fri 7/21/17
Install temporary fence	2 days	Mon 7/24/17	Tue 7/25/17
Disconnect utilities (by Owner)	5 days	Mon 7/24/17	Fri 7/28/17
Install SWPPP BMP's	5 days	Wed 7/26/17	Tue 8/1/17
Protect existing trees to remain	5 days	Wed 7/26/17	Tue 8/1/17
Install construction entrance	3 days	Wed 8/2/17	Fri 8/4/17
Demolish existing PD/Courts	17 days	Mon 8/7/17	Tue 8/29/17

Brett Detamore
 Christensen Building Group, LLC
 15425 North Freeway, Suite 330
 Houston, TX 77090





Horizon | Christensen, a joint venture
 4204 Bellaire Boulevard
 Houston, Texas 77025
 Phone: (713) 660-8282

Project: City of Bellaire Municipal Buildings
 7008 S Rice Avenue
 Bellaire, Texas 44401

Daily Log: Monday, 07/31/2017

Observed Weather Conditions:

Weather Delay	Sky	Temp	Average	Precipitation	Wind	Ground/Sea	Calamity	Comments	Attachments
No									

Weather Report:

Date	07/31/2017	Average Humidity	55%
Latitude	29.7030448665472	Minimum Humidity	38%
Longitude	-95.4682715641521	Average Wind Speed	5.9 mph
High Temperature	92°F	Maximum Wind Speed	7 mph
Average Temperature	83°F	Maximum Wind Gust	16 mph
Low Temperature	74°F	Precipitation Since Midnight	0.00 in.
Average Dewpoint	65°F	Precipitation Last Two Days	0.02 in.
Maximum Humidity	77%	Precipitation Last Three Days	0.02 in.

Daily Snapshot:

	Local Time	Temp	Conditions
	06 :00 AM	74°F	partly-cloudy-night
	09 :00 AM	81°F	clear-day
	12 :00 PM	88°F	clear-day
	03 :00 PM	92°F	clear-day
	06 :00 PM	92°F	partly-cloudy-day
	09 :00 PM	86°F	partly-cloudy-night

Notes Log:

#	Location	Comments	Attachments
1	Police Dept.	Reviewing site for sanitary sewer connection location. Informed William Davidson that demo is necessary to help locate the sanitary sewer since there are no historic drawings of the buildings tie-ins and since public works has no knowledge of where it is either. Demo will commence after construction fence is installed.	
2	Trailer Lot	Christensen crew installing water to jobsite trailer and adjusting southside jobsite fence at City Hall for new mangate entrance.	

PD demo delay

07.31.17 "Disconnect utilities (by Owner) not complete.
 Predecessor to HCJV PD demo activity

BY

DATE

COPIES TO



Horizon | Christensen, a joint venture
4204 Bellaire Boulevard
Houston, Texas 77025
Phone: (713) 660-8282

Project: City of Bellaire Municipal Buildings
7008 S Rice Avenue
Bellaire, Texas 44401

Daily Log: Wednesday, 08/02/2017

Observed Weather Conditions:

Weather Delay	Sky	Temp	Average	Precipitation	Wind	Ground/Sea	Calamity	Comments	Attachments
No				.68"					

Weather Report:


Date	08/02/2017	Average Humidity	78%
Latitude	29.7030448665472	Minimum Humidity	63%
Longitude	-95.4682715641521	Average Wind Speed	5.0 mph
High Temperature	87°F	Maximum Wind Speed	9 mph
Average Temperature	81°F	Maximum Wind Gust	13 mph
Low Temperature	77°F	Precipitation Since Midnight	0.95 in.
Average Dewpoint	74°F	Precipitation Last Two Days	1.00 in.
Maximum Humidity	88%	Precipitation Last Three Days	1.00 in.

Daily Snapshot:

	Local Time	Temp	Conditions
	06 :00 AM	80°F	rain
	09 :00 AM	84°F	rain
	12 :00 PM	88°F	rain
	03 :00 PM	82°F	rain
	06 :00 PM	83°F	rain
	09 :00 PM	79°F	rain

Manpower Log:

2 Workers | 16.0 Man Hours

#	Date	Company/Person	Cost Code	# Workers	# Hours	Man Hours	Location	Notes	Attachments
1	08/02/2017	Dailey Electric, Inc.		2	8.0	16.0	Police Dept.	Dailey Electric installing 2 plugs at water tower, disconnecting generator power, cut main power from outside, locate enunciator panel inside PD and make sure it is safe to cut loose power from inside	 IMG_6651.JPG

PD demo delay
08.02.17 Daily report
Disconnect utilities (by Owner) not complete



December 7, 2018

Ms. Michelle Jordan
 City of Bellaire Parks, Rec and Facilities Project Manager
 7008 South Rice Avenue
 Bellaire, TX 77401
Sent via email to Michelle Jordan at mjordan@bellairetx.gov

Re: City of Bellaire Municipal Facilities Project
 Subject: Change Proposal 20A R5 PD CenterPoint time extension negotiation 12.07.18

Michelle,

Attached are costs and time extensions for PD demo related time extension as fully identified in Change Proposal #20A R3 dated October 29, 2018

<u>Bldg.</u>	<u>Description</u>	<u>Value</u>
PD	CenterPoint time extension	72,638
	Total additional cost	72,638
	Total cost impact this Change Proposal	72,638
	Total critical path schedule impact	19

See attached qualifications.

Glad to meet or discuss

Regards,
 for Horizon / Christensen, a Joint Venture

Joseph J Costello

Attachments: Cost Breakdown Form

xc: CBG, HGI, PGAL

APPROVALS:

Michelle Jordan – Date
 City of Bellaire

Paul Hofmann – Date
 City of Bellaire

Alec Luong – Date
 PGAL



PROJECT NO: 17005
PROJECT: BELLAIRE MUNICIPAL FACILITIES
CLIENT: CITY OF BELLAIRE
ARCHITECT: PGAL
CHANGE PROPOSAL: CP 20A R5 PD CenterPoint time extension 12.07.18
PROPOSAL DATE: 12/7/2018

DIV.	NAME	CITY HALL/CIVIC CENTER	POLICE DEPARTMENT/ COURTS	COMMENTS
	Per negotiations between the City of Bellaire and the HCJV, all parties agree to:			
	19 calendar day time extension			
	Lump Sum General Conditions		69,616	
	SUBTOTAL - COST OF WORK	-	69,616	
	BUILDER'S RISK INSURANCE	0	174	0.24%
	GENERAL LIABILITY	0	283	0.39%
	FEE: 2.75%	0	1,998	2.75%
	TOTAL COST WITHOUT BOND	0	72,071	
	BOND	0	567	0.78%
	TOTAL COST WITH BOND	0	72,638	72,638

Notes:

1. The City of Bellaire and the HCJV, in good faith, jointly & severally agree to this negotiated settlement
2. This negotiation supersedes any prior agreements and excludes all other costs or claims made by any & all other parties
3. Pricing excludes all other costs or impacts from all other time extension change proposals
4. Settlement excludes all other costs not explicitly included in the negotiations or identified herein
5. Excludes Owner subcontractor delays, costs & coordination
6. Excludes CP 20B R3, Dailey electrical costs



October 29, 2018

Ms. Michelle Jordan
 City of Bellaire Parks, Rec and Facilities Project Manager
 7008 South Rice Avenue
 Bellaire, TX 77401
Sent via email to Michelle Jordan at mjordan@bellairetx.gov

Re: City of Bellaire Municipal Facilities Project
 Subject: Change Proposal 20A R3 PD CenterPoint time extension (GCs only)

Michelle,

Attached is revised pricing for the referenced change

<u>Bldg.</u>	<u>Description</u>	<u>Value</u>
PD	PD CenterPoint time extension (GCs only)	83,690
	Total additional cost	83,690
	Total cost impact this Change Proposal	83,690
	Total critical path schedule impact	19 days

This revision (R3) removes Dailey approved scope of work (see costs included in Change Proposal # 20B R3)

Revised completion schedule:

Police Department: December 11, 2018 (non contractual)

Civic Center: June 11, 2019 (contractual)

Please review and execute.

Glad to meet or discuss.

Regards,
 for Horizon / Christensen JV

Joseph J Costello

Attachments: Cost Breakdown Form

xc: CBG
 HGI
 PGAL

APPROVALS:

Michelle Jordan – Date
 City of Bellaire

Paul Hofmann – Date
 City of Bellaire

Alec Luong – Date
 PGAL

Attachment: CP 20A R5 PD time extension negotiation complete 12.07.18 (2745 : Municipal Facilities Project - Horizon Christensen Change



PROJECT NO: 17005
PROJECT: BELLAIRE MUNICIPAL FACILITIES
CLIENT: CITY OF BELLAIRE
ARCHITECT: PGAL
CHANGE PROPOSAL: CP #20A R3 PD CenterPoint time extension; GCs only
PROPOSAL DATE: 10/29/2018

DIV.	NAME	CITY HALL/CIVIC CENTER	POLICE DEPARTMENT/ COURTS	COMMENTS
	Time extension (general conditions only)		80,209	HCJV
	Dailey (work approved by City of Bellaire)		excluded	electrical
	see Change Proposal #20 B R3 CenterPoint electrical only			
	SUBTOTAL - COST OF WORK	-	80,209	
	BUILDER'S RISK INSURANCE	-	201	0.24%
	GENERAL LIABILITY	-	326	0.39%
	FEE: 2.75%	-	2,301	2.75%
	TOTAL COST WITHOUT BOND	-	83,038	
	BOND	-	653	0.78%
	TOTAL COST WITH BOND	-	83,690	83,690

Notes:

- GCs based on general conditions as of when the time extension was incurred (\$4,222 / day)
Time extension is 19 days
One Project Engineer is included
- Labor Day is excluded from the calculations
- Revised contractual completion date (Civic Center) is June 11, 2019
- Cost excludes approved Dailey Electric work for CenterPoint for City of Bellaire (confirm neutral buss bars, stand by time, etc.)
- Excludes all CenterPoint costs
- Excludes all other chiller start up costs
- Excludes all other items that are not explicitly included






City of Bellaire Municipal Facilities
 Horizon / Christensen JV
 CP #20 PD CenterPoint permanent power delay
 Timeline recap

Delay	August-18																			September-18																		
				August 13, 2018	August 14, 2018	August 15, 2018	August 16, 2018	August 17, 2018	August 18, 2018	August 19, 2018	August 20, 2018	August 21, 2018	August 22, 2018	August 23, 2018	August 24, 2018	August 25, 2018	August 26, 2018	August 27, 2018	August 28, 2018	August 29, 2018	August 30, 2018	August 31, 2018	September 1, 2018	September 2, 2018	September 3, 2018	September 4, 2018	September 5, 2018	September 6, 2018	September 7, 2018	September 8, 2018	September 9, 2018	September 10, 2018	September 11, 2018	September 12, 2018	September 13, 2018			
CenterPoint																	1	2	3	4	5	6	7	8	9		10	11	12	13	14	15	16	17	18	19		

Service passed inspection	
CenterPoint permanent power window	
CenterPoint delay	
Labor Day	

	Completion dates		Contractual CC
	Non contractual interim CH	Non contractual interim PD	
Baseline Schedule	July 9, 2018	September 25, 2018	March 26, 2019
Change proposals #6 & #7	September 24, 2018	November 22, 2018	May 23, 2019
CP 20 PD CenterPoint delay	October 12, 2018	December 11, 2018	June 11, 2019

Attachment: CP 20A R5 PD time extension negotiation complete 12.07.18 (2745 : Municipal Facilities

203			PD Domestic water (East)	10 days	Mon 7/16/18	Fri 7/27/18	201
204			PD Perm power installed complete (Owner)	5 days	Thu 7/19/18	Wed 7/25/18	202
205			PD Sanitary (West, CO)	5 days	Mon 7/30/18	Fri 8/3/18	203
206			PD Gas (Owner)	5 days	Mon 7/30/18	Fri 8/3/18	203

July 1, 2018 PD schedule snippet
 #204: 5 days allowed for CenterPoint

204		PD Perm power installed complete (Owner)	10 days	Mon 8/6/18	Fri 8/17/18
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July 18, 2018 PD schedule snippet
#204: increased to 10 days allowed
for CenterPoint

208		PD Perm power installed complete (Owner)	10 days	Mon 8/13/18	Fri 8/24/18
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Aug 1, 2018 PD schedule snippet
#208: 10 days allowed for CenterPoint



OWNER STATUS REPORT

DATES OF COVERAGE:	July 27 – Aug 2, 2018
PROJECT NAME:	Bellaire Municipal Facility
PROJECT LOCATION:	Bellaire, TX

ACTIVITY SUMMARY NARRATIVE:

Police Dept.

- Started street sanitary work in Jessamine (projected 3-week duration)
- Started incoming electrical service at N Sally Port
- Continued 2nd side gypsum board 1st fl.
- Continued 1st side gypsum board 2nd fl.

Upcoming work

- Complete chiller tie in
- CenterPoint power tie-in (Owner activity scheduled for week of Aug 13)
- Start plaster ceiling framing in jail cells

City Hall

- Cut down steel framing at dais wall
- Fabricating dais wall millwork (offsite)
- Fabricating elevator wood panels (offsite)
- Installing wall furring strips for elevator wood panels

Upcoming work

- Continue site & hardscape improvements
- Start floor coverings 2nd fl.
- Start East exterior entry stairs
- Test & balance (Owner activity scheduled for Aug 20; 10 - day duration)
- CX (Owner activity scheduled for Sept 4; 10 - day duration)



OWNER STATUS REPORT

DATES OF COVERAGE:	Aug 10 – Aug 16, 2018
PROJECT NAME:	Bellaire Municipal Facility
PROJECT LOCATION:	Bellaire, TX

ACTIVITY SUMMARY NARRATIVE:

Police Dept.

- Completing final area of exterior brick (Sally Port South wall)
- Continued 2nd side gypsum board 1st fl.
- Continued 1st side gypsum board 2nd fl.
- Started roofing on Sally Port (last roof area)

Upcoming work

- CenterPoint power tie-in (Owner activity scheduled for week of Aug 20?)
- Start plaster ceiling framing in jail cells
- Start water meter vault installation
- Start up chillers (after CenterPoint)
- Start interior finishes (after chiller start up)

City Hall

- Installing ceiling tile 1st floor
- Stopped work on dais wall millwork (awaiting direction on outlets)
- Fabricating elevator wood panels (offsite)
- Started flooring 2nd floor
- Started interior grand stair tile tread & riser installation
- HVAC controlled air completed
- Continued entry stairs, sidewalk and drop off lane East side

Upcoming work

- Test & balance (Owner activity scheduled for Aug 20; 10 - day duration)
- CX (Owner activity scheduled for Sept 4; 10 - day duration)
- 1st floor main corridor tile floor installation



Meeting #34

		<p>5/9/18 - Derek communicated with Knight & DataVox to tell them that all low voltage subs need to be pulling wire next week, 5/14 as ceiling grid starts 5/21/18. DataVox stated they understood request by they cannot start until they reach an agreement with Bellaire. Knight to start 5/14/18. (HC Subs, ProTech & Dailey low Voltage) will also start pulling low voltage 5/14/18.</p> <p>6/7/18 - DataVox has not begun work.</p> <p>7/5/18 - DataVox has not begun work.</p> <p>7/19/18 - DataVox & Comcast have not begun work.</p> <p>8/2/18 - DataVox has begun work at CH. Need DataVox at PD (esp in Jail area) next week. Also need 9-1-1, Motorola, etc. to complete any work in Jail area next week.</p>				
12.16	27	Signage	Thai Tu (Horizon Group Int'l), Michelle Jordan (City of Bellaire)		High	Open
		<p>Description: Prior notes - Feb '18 - Bellaire talking directly with Intex on possible design changes. March '18 - City Council has not approved new design or font.</p> <p>5/9/18 - re-open signage item - Signage shop drawings are on hold until COB decides on font and design. This is affecting the timely delivery of the signs. TCO may require temporary signs (CO).</p> <p>6/21/18 - HC will setup conf call to review Bellaire comments with Intex.</p> <p>7/5/18 - conf call scheduled.</p> <p>7/19/18 - Bellaire has approved sign type. Submittal will be Approved As Noted with a revision for record. All adds/changes will be a change order. City Hall may need temp signs (change order) due to lead times. Bellaire is confirming which signs need Braille.</p> <p>8/2/18 - Signage RFI closed all remaining items as of 8/2/18.</p>				
12.17	27	CPE Gas	Michelle Jordan (City of Bellaire), Joseph Costello (Christensen Building Group, LLC)		High	Open
		<p>Description: 5/9/18 - reopened CPE gas item. CPE needed to run their gas line to connect CH within a month.</p> <p>5/24/18 - Michelle to mobilize CPE to run their gas line to connect CH within two weeks</p> <p>6/7/18 - per CPE, CPE work is 6-8 weeks after invoice is paid. CPE needs to walk the site to verify location before issuing invoice. This timeline could be critical.</p> <p>7/5/18 - check was mailed at the end of June. This timeline could be critical.</p> <p>7/19/18 - CPE has no update/ETA to complete work. PD gas needed at end of August. Both City Hall and PD may impact schedule.</p> <p>8/2/18 - per Michelle, we're at the 6-week point for CH gas. Michelle will follow-up. Michelle has quote for PD work. PD gas needed at the end of August. CPE work could impact CH and PD schedules.</p> <p>8/16/18 - per Michelle, Permit approved last week for CH; PD permit in progress. CPE work could impact CH and PD schedules. We're at 8-week point for CH gas.</p>				
12.18	30	CPE Power		06/ 20/ 2018	High	Open
		<p>Description: Originally opened under 13.6 on 7/20/17. Closed by mistake 6/7/18</p> <p>6/21/18 - Temp Cut In inspection passed 6/20/18. City Hall needs power by 6/25/18. Michelle is working on Power.</p> <p>Comcast cable running at SW corner of new CH site - Was it on old CH CPE pole? Michelle to confirm that it has been removed.</p> <p>7/5/18 - power scheduled to be ON today 7/5/18. CRITICAL ITEM.</p> <p>7/19/18 - Power is ON at City Hall. Working to get Power ON at PD mid-August. HC requests City call now and request ESID number to be ready for permanent power.</p> <p>8/2/18 - HC working to have everything ready for CPE by 8/13, then start CPE waiting period for power by 8/22. HC requests City call now and request ESID number to be ready for permanent power. Any delays from CPE may affect schedule.</p> <p>8/16/18 - City has ESID number. Cut-in Inspection requested. CG needs PD power by 8/24. Any delays from CPE will affect schedule.</p>				
12.20	30	Doors / Hardware	Joseph Costello (Christensen Building Group, LLC)		High	Open

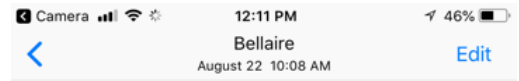
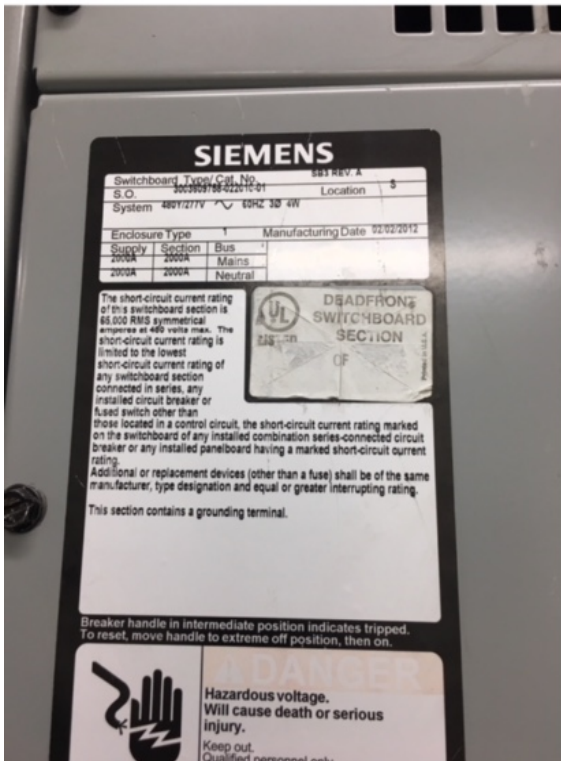
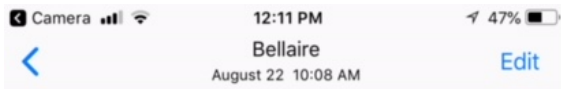
These meeting minutes are believed to be an accurate reflection of those items discussed and the conclusions that were reached during the referenced meeting.

Please contact Horizon | Christensen, a joint venture if there are any discrepancies or questions with the content of these minutes.

Joseph Costello

From: Derek Baldwin
Sent: Saturday, September 15, 2018 12:15 PM
To: Joseph Costello
Subject: Time line PD power.
Attachments: IMG_6117.jpg; ATT00001.txt; IMG_6118.PNG; ATT00002.txt

Aug 22 was the first time CPE came out and said we have a problem. I sent these pictures to David G to show him what the city had.



Joseph Costello

From: Joseph Costello
Sent: Monday, August 27, 2018 8:01 AM
To: Michelle Jordan
Cc: Alec Luong; Kelsey Heien; Derek Baldwin; THAI TU; Jose Aguayo, Jr; Laura Thurmond
Subject: PD CenterPoint power

Michelle,

I understand there may be an issue with completing the installation of CenterPoint's permanent power to PD.

As noted previously, the critical path is thru CenterPoint's completion of permanent power. Temperature / humidity sensitive interior finishes (millwork, finish paint, acoustical, etc.) can not start until air conditioning is ready. As of Aug 15th the HVAC and electrical service portion of our work is complete, inspected and ready to start blowing air, awaiting permanent power

We will monitor progress of CenterPoint's work and will continue efforts to mitigate delays associated with this issue.

Regards,
 Joe

Joseph J Costello, LEED AP BD+C, PMP
 Christensen Building Group, LLC
 15425 North Freeway I Suite 330 I Houston, TX 77090
 Cell: 281-902-6300

joseph@christensenbuilding.com

www.christensenbuilding.com



Joseph Costello

From: Joseph Costello
Sent: Monday, August 27, 2018 9:15 AM
To: Michelle Jordan
Cc: Kelsey Heien; THAI TU; Derek Baldwin; Alec Luong
Subject: PD CenterPoint power relocate.pdf
Attachments: PD CenterPoint power relocate.pdf

Michelle,

Attached is pricing from Dailey for what they understand the scope of excavation, conduit & repulling primary power to the building.

Notes:

1. Understanding from different verbal conversations. Estimate to be revised based on final written documentation
2. Excludes CenterPoint costs, charges, fees, power pole, etc.
3. Pricing is valid until August 31
4. Work will not proceed until written approval is provided
5. Excludes all work specifically not identified herein. Excludes all reasonably inferred scope

We would appreciate a quick review / approval to minimize any delays to getting permanent power to the building.

Glad to meet or discuss as required.

Regards,
 Joe

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 Christensen Building Group, LLC
 15425 North Freeway I Suite 330 I Houston, TX 77090
 Cell: 281-902-6300

joseph@christensenbuilding.com

www.christensenbuilding.com





PROJECT NO: 17005
PROJECT: BELLAIRE MUNICIPAL FACILITIES
CLIENT: CITY OF BELLAIRE
ARCHITECT: PGAL
CHANGE PROPOSAL: PD CenterPoint relocate power
PROPOSAL DATE: 8/27/2018

DIV.	NAME	CITY HALL/CIVIC CENTER	POLICE DEPARTMENT/ COURTS	COMMENTS
	Dailey		24,233	electrical
	SUBTOTAL - COST OF WORK	-	24,233	
	BUILDER'S RISK INSURANCE	0	61	0.24%
	GENERAL LIABILITY	0	99	0.39%
	FEE: 2.75%	0	695	2.75%
	TOTAL COST WITHOUT BOND	0	25,088	
	BOND	n	107	0.78%
	TOTAL COST WITH BOND		1st pricing option. Not accepted	85

Notes:

1. Understanding from different verbal conversations. Estimate to be revised based on final written documentation
2. Excludes CenterPoint costs, charges, fees, etc.
3. Pricing is valid until August 31
4. Work will not proceed until written approval is provided
5. Excludes all work specifically not identified herein. Excludes all reasonably inferred scope

Joseph Costello

From: Joseph Costello
Sent: Monday, August 27, 2018 9:41 AM
To: 'Alec Luong'; Michelle Jordan; Ashkar, Ayman; MacDonald, Erik; Cisneros, Hector
Cc: Kelsey Heien; THAI TU; Derek Baldwin
Subject: RE: PD CenterPoint power relocate.pdf - ActionItem:P-0259:kqHeL
Attachments: Gastineau_ David E.vcf



Regards,
 Joe

Joseph J Costello, LEED AP BD+C, PMP
 Christensen Building Group, LLC
 15425 North Freeway I Suite 330 I Houston, TX 77090
 Cell: 281-902-6300

joseph@christensenbuilding.com

www.christensenbuilding.com



From: Alec Luong <ALuong@pgal.com>
Sent: Monday, August 27, 2018 9:37 AM
To: Joseph Costello <joseph@christensenbuilding.com>; Michelle Jordan <MJordan@bellairetx.gov>; Ashkar, Ayman <AAshkar@dbrinc.com>; MacDonald, Erik <EMacDonald@dbrinc.com>; Cisneros, Hector <hcisneros@dbrinc.com>
Cc: Kelsey Heien <kheien@hgiusa.com>; THAI TU <ttu@hgiusa.com>; Derek Baldwin <derek@christensenbuilding.com>
Subject: RE: PD CenterPoint power relocate.pdf - ActionItem:P-0259:kqHeL

DBR,

I need you guys to get involved in this ASAP.

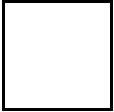
Please review records for correspondence between CPE and the design team. We need understand what happened here.

David Gastenau (SP?) is our centerpoint contact.

Joe, can you provide his contact info?

Alec

Attachment: CP 20A R5 PD time extension negotiation complete 12.07.18 (2745 : Municipal Facilities Project - Horizon Christensen Change



ALEC LUONG AIA

Senior Associate

ALEXANDRIA T 703 836 0588	AUSTIN T 512 236 1005	CHICAGO T 312 856 5006	HOBOKEN T 201 984 6210	LAS VEGAS T 702 435 4448	SAN DIEGO T 619 269 5288
ATLANTA T 404 602 3800	BOCA RATON T 561 988 4002	DALLAS T 972 871 2225	HOUSTON T 713 622 1444	LOS ANGELES T 310 645 3276	

PGAL.COM



From: Joseph Costello <joseph@christensenbuilding.com>

Sent: Monday, August 27, 2018 9:15 AM

To: Michelle Jordan <MJordan@bellairetx.gov>

Cc: Kelsey Heien <kheien@hgiusa.com>; THAI TU <ttu@hgiusa.com>; Derek Baldwin <derek@christensenbuilding.com>; Alec Luong <ALuong@pgal.com>

Subject: PD CenterPoint power relocate.pdf

Michelle,

Attached is pricing from Dailey for what they understand the scope of excavation, conduit & repulling primary power to the building.

Notes:

1. Understanding from different verbal conversations. Estimate to be revised based on final written documentation
2. Excludes CenterPoint costs, charges, fees, power pole, etc.
3. Pricing is valid until August 31
4. Work will not proceed until written approval is provided
5. Excludes all work specifically not identified herein. Excludes all reasonably inferred scope

We would appreciate a quick review / approval to minimize any delays to getting permanent power to the building.

Glad to meet or discuss as required.

Regards,
Joe

Joseph J Costello, LEED AP BD+C, PMP
Christensen Building Group, LLC
15425 North Freeway I Suite 330 I Houston, TX 77090
Cell: 281-902-6300

joseph@christensenbuilding.com

www.christensenbuilding.com



Joseph Costello

From: Joseph Costello
Sent: Monday, August 27, 2018 11:27 AM
To: Hector Cisneros
Subject: FW: PD CenterPoint power relocate.pdf
Attachments: PD CenterPoint power relocate.pdf; H10065-23B.pdf

Hector,

Per your request

Regards,
 Joe

Joseph J Costello, LEED AP BD+C, PMP
 Christensen Building Group, LLC
 15425 North Freeway I Suite 330 I Houston, TX 77090
 Cell: 281-902-6300

joseph@christensenbuilding.com

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From: Joseph Costello
Sent: Monday, August 27, 2018 9:15 AM
To: Michelle Jordan <MJordan@bellairetx.gov>
Cc: Kelsey Heien <kheien@hgiusa.com>; THAI TU <ttu@hgiusa.com>; Derek Baldwin <derek@christensenbuilding.com>; Alec Luong <aluong@pgal.com>
Subject: PD CenterPoint power relocate.pdf

Michelle,

Attached is pricing from Dailey for what they understand the scope of excavation, conduit & repulling primary power to the building.

Notes:

1. Understanding from different verbal conversations. Estimate to be revised based on final written documentation
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5. Excludes all work specifically not identified herein. Excludes all reasonably inferred scope

We would appreciate a quick review / approval to minimize any delays to getting permanent power to the building.

Glad to meet or discuss as required.

Joseph Costello

From: Derek Baldwin
Sent: Saturday, September 15, 2018 12:20 PM
To: Joseph Costello
Subject: PD CPE power
Attachments: IMG_5866.JPG; ATT00001.txt

Aug 28. The next day after talking to Butch he scheduled a meeting on site with Daily, HCJV, DBR and David G from CPE. To open the gutter on the city side to see the neutral buss bar. It was then that everything started to work it's self out and schedule shut downs when the city could do it.



Joseph Costello

Subject:

Bellaire Police department CenterPoint permanent power

Location:

police department incoming service / transfer switch

Start:

Tue 8/28/2018 1:30 PM

End:

Tue 8/28/2018 2:30 PM

Show Time As:

Tentative

Recurrence:

(none)

Meeting Status:

Not yet responded

Organizer:

Joseph Costello

Required Attendees:

Michelle Jordan; Alec Luong; Ashkar, Ayman; Gastineau, David E; Derek Baldwin; Kelsey Heien; Kevin Nielsen; Lt. Russell Brown; THAI TU

Attachment: CP 20A R5 PD time extension negotiation complete 12.07.18 (2745 : Municipal Facilities Project - Horizon Christensen Change

Joseph Costello

Subject:
Location:

Start:
End:
Show Time As:

Recurrence:

Meeting Status:

Organizer:
Required Attendees:

Bellaire Police department CenterPoint permanent power
police department incoming service / transfer switch

Wed 8/29/2018 1:30 PM
Wed 8/29/2018 2:30 PM
Tentative

(none)

Not yet responded

Joseph Costello
Michelle Jordan; Alec Luong; Ashkar, Ayman; Gastineau, David E; Derek Baldwin; Kelsey Heien; Kevin Nielsen; Lt. Russell Brown; THAI TU

Attachment: CP 20A R5 PD time extension negotiation complete 12.07.18 (2745 : Municipal Facilities Project - Horizon Christensen Change









Meeting #35

		Description: 5/9/18 - reopened CPE gas item. CPE needed to run their gas line to connect CH within a month. 5/24/18 - Michelle to mobilize CPE to run their gas line to connect CH within two weeks 6/7/18 - per CPE, CPE work is 6-8 weeks after invoice is paid. CPE needs to walk the site to verify location before issuing invoice. This timeline could be critical. 7/5/18 - check was mailed at the end of June. This timeline could be critical. 7/19/18 - CPE has no update/ETA to complete work. PD gas needed at end of August. Both City Hall and PD may impact schedule. 8/2/18 - per Michelle, we're at the 6-week point for CH gas. Michelle will follow-up. Michelle has quote for PD work. PD gas needed at the end of August. CPE work could impact CH and PD schedules. 8/16/18 - per Michelle, Permit approved last week for CH; PD permit in progress. CPE work could impact CH and PD schedules. We're at 8-week point for CH gas. 8/30/18 - per Michelle, CPE Gas to start work 8/30 or 8/31.				
12.18	30	CPE Power		06/ 20/ 2018	High	Open
		Description: Originally opened under 13.6 on 7/20/17. Closed by mistake 6/7/18 6/21/18 - Temp Cut In inspection passed 6/20/18. City Hall needs power by 6/25/18. Michelle is working on Power. Comcast cable running at SW corner of new CH site - Was it on old CH CPE pole? Michelle to confirm that it has been removed. 7/5/18 - power scheduled to be ON today 7/5/18. CRITICAL ITEM. 7/19/18 - Power is ON at City Hall. Working to get Power ON at PD mid-August. HC requests City call now and request ESID number to be ready for permanent power. 8/2/18 - HC working to have everything ready for CPE by 8/13, then start CPE waiting period for power by 8/22. HC requests City call now and request ESID number to be ready for permanent power. Any delays from CPE may affect schedule. 8/16/18 - City has ESID number. Cut-in Inspection requested. CG needs PD power by 8/24. Any delays from CPE will affect schedule. 8/30/18 - as of 8/24/18, CPE Power to PD is currently on a day for day delay to PD and overall project completion dates. Michelle has completed CPE Service Agreement. Dailey has taken photo of Switchgear panel, will send to DBR & CPE for review. CPE estimates a 4 hour outage to make changes required at transformer. Michelle has requested work be on a weekend. If work is completed on 9/8/18 (Sat), there would be a two week schedule delay. Post 8/30/18 - 9/12/18 CPE is scheduled to re-wire transformer AND get power to PD 9/12/18.				
12.20	30	Doors / Hardware	Joseph Costello (Christensen Building Group, LLC)		High	Open
		Description: 6/21/18 - HJC is in the process of terminating the Door hardware/doors/frames Subcontractor (Door Eagle) for failure to perform. HJC is working to replace Sub. 7/5/18 - wood doors are 8 weeks out after submittals; interior doors are 2 weeks after submittals. Hardware is ready from Best. 7/19/18 - PD Aluminum frames expected end of July. Sub is proceeding, will not be submitting new submittals, will use approved submittals. 8/2/18 - HC is working this issue hard. HC is still working to lock in a new Sub. Current estimate - doors will not be received until December. However, HC is looking at all possible options to improve this timeline. This issue will impact the schedule. 8/16/18 - HC is working this issue hard. HC is still working to lock in the new Sub. Current estimate - doors will not be received until October. However, HC is looking at all possible options to improve this timeline. This issue may impact the schedule.				
12.21	33	Fiber Optics Existing Boxes	Michelle Jordan (City of Bellaire)		High	Open
		Description: 8/2/18 - There are several existing/live boxes with both light & dark fiber that either need to be moved, elevation of top lowered and / or changed to traffic-rated boxes. Per Bellaire, DataVox cannot change them to traffic-rated boxes. Michelle asked if Dailey could do this work; HC will ask. 8/16/18 - Bellaire will take over this issue and issue PO to subcontractor to lower fiber boxes. Close item. 8/30/18 - this has become part of critical path to get Siemens online in building to complete AC and to then complete T&B & CX.				
12.22	33	Turnover	Michelle Jordan (City of Bellaire), Joseph Costello (Christensen Building Group, LLC)		High	Open

These meeting minutes are believed to be an accurate reflection of those items discussed and the conclusions that were reached during the referenced meeting.

Please contact Horizon | Christensen, a joint venture if there are any discrepancies or questions with the content of these minutes.

212			PD Perm power installed complete (Owner)	10 days	Mon 8/13/18	Fri 8/24/18
213			PD Perm power delay (Owner)	20 days	Sat 8/25/18	Fri 9/14/18
214			PD Domestic water (East)	5 days	Mon 9/10/18	Fri 9/14/18

Sep 1, 2018 CenterPoint PD schedule snippet
 added activity #213 with projected Sep 14
 completion date (20 days). Actual was 19 days

Joseph Costello

From: Joseph Costello
Sent: Wednesday, September 5, 2018 10:34 AM
To: Michelle Jordan
Cc: Kelsey Heien; Derek Baldwin; THAI TU; Jose Aguayo, Jr; Alec Luong
Subject: PD CenterPoint permanent power delay

Michelle,

As discussed in last week's OAC meeting, the PD CenterPoint power issue is a delay to the completion of both the police dept & the civic center.

As noted, permanent power is on the critical path for PD.

The CPM schedule includes 10 days for CenterPoint to provide power after our electrical inspection which occurred on August 13. 10 days later provides an August 24th permanent power turn on date.

We assume there will still be an existing CH power shut down this weekend. Assuming it will take CenterPoint an additional week to connect their service to our weather head, then the permanent power on date may be Sep 14?

If this is the actual turn on date, then there would be a 20 day delay to PD completion (Dec 11) and in turn, a 20 day delay to overall completion of Civic Center (Jun 12).

As always, we are and will attempt to mitigate these delays, but note we will be submitting a time and cost Change Proposal when the total delay duration is known.

Glad to meet or discuss.

Regards,
 Joe

Joseph J Costello, LEED AP BD+C, PMP
 Christensen Building Group, LLC
 15425 North Freeway I Suite 330 I Houston, TX 77090
 Cell: 281-902-6300

joseph@christensenbuilding.com

www.christensenbuilding.com



Joseph Costello

From: Joseph Costello
Sent: Tuesday, September 11, 2018 11:45 AM
To: THAI TU; Kelsey Heien
Subject: CenterPoint police dept power outage

Regards,
 Joe

Joseph J Costello, LEED AP BD+C, PMP
 Christensen Building Group, LLC
 15425 North Freeway I Suite 330 I Houston, TX 77090
 Cell: 281-902-6300

joseph@christensenbuilding.com

www.christensenbuilding.com



From: Gastineau, David E <david.gastineau@centerpointenergy.com>
Sent: Tuesday, September 11, 2018 11:43 AM
To: Michelle Jordan <MJordan@bellairetx.gov>
Cc: Derek Baldwin <derek@christensenbuilding.com>; Joseph Costello <joseph@christensenbuilding.com>; Karl Miller <kmiller@bellairetx.gov>; Brandon Thigpin <bthigpin@bellairetx.gov>; Russell Brown <rbrown@bellairepolice.com>; Patrice Baltuskonis <PBaltuskonis@bellairetx.gov>
Subject: RE: [External Email] City hall power outage

Michelle,
 I did want to circle back with one last item. I know we have discussed before, but wanted to bring it up again.

At our site meeting a couple of weeks ago, we opened up the customer side of the buss weather head, and saw that there was a full sized neutral. What we did not open up and see was the top side of the buss weatherhead (above the CT cabinet). The upper side of the buss weatherhead will need to have a neutral buss bar in order for us to make the voltage change. If the neutral buss bar is not in place, the City will need to make plans to make that adjustment. CenterPoint Energy does not provide or install the buss bars.

Will you please have your electrician confirm that the neutral buss bar is in place, and if not, let us know when the adjustment will be made?

If you have any questions, feel free to reach out.

David

David Gastineau
 CenterPoint Energy
 713-945-4165

From: Gastineau, David E
Sent: Monday, September 10, 2018 4:49 PM
To: Michelle Jordan <MJordan@bellairetx.gov>
Cc: derek@christensenbuilding.com; joseph@christensenbuilding.com; Karl Miller <kmiller@bellairetx.gov>; Brandon Thigpin <bthigpin@bellairetx.gov>; Russell Brown <rbrown@bellairepolice.com>; Patrice Baltuskonis <PBaltuskonis@bellairetx.gov>
Subject: Re: [External Email] City hall power outage

Michelle,
 I have coordinated with our crews, and we can support the City's request to perform this Wednesday.

The operations supervisors were on site this morning, and we will need to start the outage at 5pm.

Even if the City of Bellaire permit does not feel that an additional permit is needed, CenterPoint will still need a permit or a note saying no permit required for 5104 1/2 Jessamine.

If you have any questions, feel free to reach out.

DAVID

On Sep 7, 2018, at 2:22 PM, Michelle Jordan <MJordan@bellairetx.gov> wrote:

EXTERNAL EMAIL

All,
 After discussions with CenterPoint Energy as well as the city of Bellaire staff, we cannot do the power outage on Tuesday evening. We can however do the power outage on Wednesday evening between 6 p.m. and 9 p.m.

David,
 Can you please check and see if the Centerpoint Crews can do this work on Wednesday instead? Also, city of Bellaire permitting does not think that you need another permit, and I have already asked for a move in order from the retail electric provider.

Derek,
 Can you please make sure that the site is accessible to the Center Point cruise?

Patrice and Russell,
 Can you please work to make sure that the server shutdowns are done properly and let me know what else I can do to assist you.

Michelle Jordan
 Project Manager
 City of Bellaire
 713.662.8281

Joseph Costello

From: Joseph Costello
Sent: Tuesday, September 11, 2018 5:42 PM
To: Michelle Jordan
Cc: David E Gastineau; Derek Baldwin; Kelsey Heien; THAI TU; 'Brandon Thigpin'
Subject: FW: CenterPoint Issues

Michelle,

Apologize for the late notice....

Below are notes from our telecon with Kevin.

Outlining Kevin's notes below, the current proposed plan is:

1. Dailey & CenterPoint are both onsite at 5:00 pm on Wed. Sep 12
2. CenterPoint shuts down the service and the CH generators start
3. Dailey opens the bussed weather head to verify the neutral bar is correct
 - a. If there is no issue, CenterPoint then starts rewiring the transformers
 - b. If there is an issue with the existing bussed weather head we would recommend not rewiring the service until parts are able to be obtained to correct the neutral in the weather head as to not leave the city and the water facility without power
4. Daily LOTOs their PD disconnect prior to CenterPoint starting the transformer rewiring
5. CenterPoint completes their work
6. Sep 13: Dailey checks all PD electrical prior to flipping the disconnect

As requested we will send out a telecon invite for tomorrow, Wed morning, Sept 12 for 9:00 a.m.

Hopefully everyone can jump on the call to ensure we are all on the same page.

Glad to discuss.

Regards,
 Joe

Joseph J Costello, LEED AP BD+C, PMP
 Christensen Building Group, LLC
 15425 North Freeway I Suite 330 I Houston, TX 77090
 Cell: 281-902-6300

joseph@christensenbuilding.com

www.christensenbuilding.com



From: Kevin Nielsen <KNielsen@daileyelectric.com>
Sent: Tuesday, September 11, 2018 5:07 PM

Attachment: CP 20A R5 PD time extension negotiation complete 12.07.18 (2745 : Municipal Facilities Project - Horizon Christensen Change

To: Joseph Costello <joseph@christensenbuilding.com>

Subject: CenterPoint Issues

Joe,

Per our conversation, when CenterPoint shuts off power to the existing service, we can open the bussed weather head to verify the neutral bar is correct. If there is no issue, CenterPoint should proceed with rewiring the transformers. If there is an issue with the existing bussed weather head, I would recommend not rewiring the service until we are able to obtain the parts to correct the neutral in the weather head as to not leave the city and the water facility without power.

Thank you,

Kevin Nielsen
Project Manager



5206 Brittmore Road

Houston, Tx 77041

979-574-2692 cell

713-465-1130 office ext. 209

This message and any attachments are solely for the use of intended recipients. The information contained herein may include trade secrets, protected health or personal information, privileged or otherwise confidential information. Unauthorized review, forwarding, printing, copying, distributing, or using such information is strictly prohibited and may be unlawful. If you are not an intended recipient, you are hereby notified that you received this email in error, and that any review, dissemination, distribution or copying of this email and any attachment is strictly prohibited. If you have received this email in error, please contact the sender and delete the message and any attachment from your system. Thank you for your cooperation

Attachment: CP 20A R5 PD time extension negotiation complete 12.07.18 (2745 : Municipal Facilities Project - Horizon Christensen Change

Joseph Costello

From: Joseph Costello
Sent: Wednesday, September 12, 2018 1:47 PM
To: 'Kevin Nielsen'
Subject: FW: Dailey CenterPoint

Regards,
 Joe

Joseph J Costello, LEED AP BD+C, PMP
 Christensen Building Group, LLC
 15425 North Freeway I Suite 330 I Houston, TX 77090
 Cell: 281-902-6300

joseph@christensenbuilding.com

www.christensenbuilding.com



From: Michelle Jordan <MJordan@bellairetx.gov>
Sent: Wednesday, September 12, 2018 1:46 PM
To: Joseph Costello <joseph@christensenbuilding.com>; Karl Miller <kmiller@bellairetx.gov>
Cc: Kelsey Heien <kheien@hgiosa.com>; Derek Baldwin <derek@christensenbuilding.com>; THAI TU <ttu@hgiosa.com>
Subject: Re: Dailey CenterPoint

Approved. Make it happen please.

Michelle Jordan
 Project Manager
 City of Bellaire
 713.662.8281

From: Joseph Costello <joseph@christensenbuilding.com>
Sent: Wednesday, September 12, 2018 1:37:34 PM
To: Michelle Jordan
Cc: Kelsey Heien; Derek Baldwin; THAI TU
Subject: Dailey CenterPoint updated cost

Michelle,

I understand CenterPoint is requiring Dailey to be onsite during the entire duration of their shutdown tonight (in addition to the City of Bellaire's electricians) .

The added cost for Dailey's electricians **for 6 hours** (OT rate) is \$750 (total for the day is \$1,150).

Please provide your approval.

Thanks,
Joe

Joseph J Costello, LEED AP BD+C, PMP
Christensen Building Group, LLC
15425 North Freeway I Suite 330 I Houston, TX 77090
Cell: 281-902-6300

joseph@christensenbuilding.com

www.christensenbuilding.com



From: Michelle Jordan <MJordan@bellairetx.gov>
Sent: Wednesday, September 12, 2018 8:40 AM
To: Joseph Costello <joseph@christensenbuilding.com>
Cc: Kelsey Heien <kheien@hgiusa.com>; Derek Baldwin <derek@christensenbuilding.com>; THAI TU <ttu@hgiusa.com>
Subject: Re: Dailey CenterPoint verification cost

Agreed. Do what is needed to get the building energized.

Michelle Jordan
Project Manager
City of Bellaire
713.662.8281

From: Joseph Costello <joseph@christensenbuilding.com>
Sent: Wednesday, September 12, 2018 7:31:02 AM
To: Michelle Jordan
Cc: Kelsey Heien; Derek Baldwin; THAI TU
Subject: Dailey CenterPoint verification cost

Michelle,

As discussed last night, Dailey Electric can provide the work requested in David Gastineau's (CenterPoint) e mail dated Sep 11, 2018 (11:43 am) (below).

The approximate cost for this added scope is \$400 including overtime premiums.

Note: This cost excludes CenterPoint costs (and stand by costs), cost to replace buss bars, if needed, etc.

CenterPoint will have to pull the fuses prior to the start of this verification work. Dailey will not perform any verification or work with energized equipment.

Please provide written acceptance of this cost. Upon acceptance, a Change Proposal will be issued.

Regards,
Joe

Joseph J Costello, LEED AP BD+C, PMP
 Christensen Building Group, LLC
 15425 North Freeway I Suite 330 I Houston, TX 77090
 Cell: 281-902-6300
joseph@christensenbuilding.com
www.christensenbuilding.com



Regards,
 Joe

Joseph J Costello, LEED AP BD+C, PMP
 Christensen Building Group, LLC
 15425 North Freeway I Suite 330 I Houston, TX 77090
 Cell: 281-902-6300
joseph@christensenbuilding.com
www.christensenbuilding.com



From: Kevin Nielsen <KNielsen@daileyelectric.com>
Sent: Tuesday, September 11, 2018 1:47 PM
To: Joseph Costello <joseph@christensenbuilding.com>
Cc: Michael Prince <mprince@daileyelectric.com>
Subject: RE: [External Email] City hall power outage

Joe,

In order to do this, we will have to do a power shutdown and a T&M change order as this is not in our scope of work. I don't think it would be more than 2 hrs. total labor, but I don't want to put my personal at risk to open this "hot". Please advise.

See CP 20B R3 for electrical breakout

Thank you,
 Kevin Nielsen
 Project Manager



5206 Brittmore Road
 Houston, Tx 77041
 979-574-2692 cell
 713-465-1130 office ext. 209

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From: Joseph Costello <joseph@christensenbuilding.com>
Sent: Tuesday, September 11, 2018 1:30 PM
To: Kevin Nielsen <KNielsen@daileyelectric.com>
Subject: FW: [External Email] City hall power outage

Kevin,

Please review & confirm neutral buss bar (see below).

Regards,
 Joe

Joseph J Costello, LEED AP BD+C, PMP
 Christensen Building Group, LLC
 15425 North Freeway I Suite 330 I Houston, TX 77090
 Cell: 281-902-6300
joseph@christensenbuilding.com
www.christensenbuilding.com



From: Gastineau, David E <david.gastineau@centerpointenergy.com>
Sent: Tuesday, September 11, 2018 11:43 AM
To: Michelle Jordan <MJordan@bellairetx.gov>
Cc: Derek Baldwin <derek@christensenbuilding.com>; Joseph Costello <joseph@christensenbuilding.com>; Karl Miller <kmiller@bellairetx.gov>; Brandon Thigpin <bthigpin@bellairetx.gov>; Russell Brown <rbrown@bellairepolice.com>; Patrice Baltuskonis <PBaltuskonis@bellairetx.gov>
Subject: RE: [External Email] City hall power outage

Michelle,
 I did want to circle back with one last item. I know we have discussed before, but wanted to bring it up again.

At our site meeting a couple of weeks ago, we opened up the customer side of the buss weather head, and saw that there was a full sized neutral. What we did not open up and see was the top side of the buss weather head (above the CT cabinet). The upper side of the buss weather head will need to have a neutral buss bar in order for us to make the voltage change. If the neutral buss bar is not in place, the City will need to make plans to make that adjustment. CenterPoint Energy does not provide or install the buss bars.

Will you please have your electrician confirm that the neutral buss bar is in place, and if not, let us know when the adjustment will be made?

If you have any questions, feel free to reach out.

David

David Gastineau
CenterPoint Energy
713-945-4165

From: Gastineau, David E
Sent: Monday, September 10, 2018 4:49 PM
To: Michelle Jordan <MJordan@bellairetx.gov>
Cc: derek@christensenbuilding.com; joseph@christensenbuilding.com; Karl Miller <kmiller@bellairetx.gov>; Brandon Thigpin <bthigpin@bellairetx.gov>; Russell Brown <rbrown@bellairepolice.com>; Patrice Baltuskonis <PBaltuskonis@bellairetx.gov>
Subject: Re: [External Email] City hall power outage

Michelle,
I have coordinated with our crews, and we can support the City's request to perform this Wednesday.

The operations supervisors were on site this morning, and we will need to start the outage at 5pm.

Even if the City of Bellaire permit does not feel that an additional permit is needed, CenterPoint will still need a permit or a note saying no permit required for 5104 1/2 Jessamine.

If you have any questions, feel free to reach out.

DAVID

On Sep 7, 2018, at 2:22 PM, Michelle Jordan <MJordan@bellairetx.gov> wrote:

EXTERNAL EMAIL

All,
After discussions with CenterPoint Energy as well as the city of Bellaire staff, we cannot do the power outage on Tuesday evening. We can however do the power outage on Wednesday evening between 6 p.m. and 9 p.m.

David,
Can you please check and see if the CenterPoint Crews can do this work on Wednesday instead? Also, city of Bellaire permitting does not think that you need another permit, and I have already asked for a move in order from the retail electric provider.

Derek,
Can you please make sure that the site is accessible to the Center Point cruise?

Patrice and Russell,
Can you please work to make sure that the server shutdowns are done properly and let me know what else I can do to assist you.

Michelle Jordan
Project Manager
City of Bellaire
713.662.8281

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CenterPoint Energy Sep 13



September 27, 2018

Ms. Michelle Jordan
 City of Bellaire Parks, Rec and Facilities Project Manager
 7008 South Rice Avenue
 Bellaire, TX 77401
Sent via email to Michelle Jordan at mjordan@bellairtex.gov

Re: City of Bellaire Municipal Facilities Project
 Subject: Change Proposal 25: RFI 142 CH ice maker; #152 ice maker drain; #194 confirm ice maker circuit

Michelle,

Attached is pricing for the referenced RFIs

<u>Bldg.</u>	<u>RFI</u>	<u>Description</u>	<u>Value</u>
PD	142, 152, 194	Room 1132 ice maker related revisions	7,382
Total additional cost			7,382
Total cost impact this Change Proposal			7,382
Total critical path schedule impact			NA

Please review attached for qualifications. Pricing is valid to Oct 15. Pricing may increase after that date.

Notes: Since drawings were not provided, we require review and approval by the COB to confirm scope is correct, meets codes, etc.

Glad to meet or discuss.

Regards,
 for Horizon / Christensen JV

Joseph J Costello

Attachments: Cost Breakdown Form

xc: CBG
 HGI
 PGAL

APPROVALS:

Michelle Jordan – Date
 City of Bellaire

Paul Hofmann – Date
 City of Bellaire

Alec Luong – Date
 PGAL

Attachment: CP 25 RFI 152, 142, 194 CH ice maker issues complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)



PROJECT NO: 17005
PROJECT: BELLAIRE MUNICIPAL FACILITIES
CLIENT: CITY OF BELLAIRE
ARCHITECT: PGAL
CHANGE PROPOSAL: 25
SCOPE: RFI 152 CH ice maker drain 1132; RFI 142 add ice maker; RFI 194 confirm ice maker circuit
PROPOSAL DATE: 9/27/2018

DIV.	NAME	CITY HALL/CIVIC CENTER	POLICE DEPARTMENT/ COURTS	COMMENTS
RFI 142	Add ice maker on top of ice storage bin room 1132			
	Top Notch	-		millwork (see RFI 152)
	Preferred Food Design Service	3,562		ice maker
	Kilgore	-		plumbing (see RFI 152)
RFI 152	Add drain for ice maker / ice storage room 1132			
	Top Notch	1,165		millwork
	Kilgore	2,348		plumbing
	Young & Sons	-		drywall
	Dailey	-		electrical
RFI 194	Confirm ice maker circuit			
	Dailey	-		electrical
	SUBTOTAL - COST OF WORK	7,075	-	
	BUILDER'S RISK INSURANCE	18	-	0.24%
	GENERAL LIABILITY	29	-	0.39%
	FEE: 2.75%	203	-	2.75%
	TOTAL COST WITHOUT BOND	7,325	-	
	BOND	58	-	0.78%
	TOTAL COST WITH BOND	7,382	-	7,382

Notes:

1. We understand DBR drain answer (RFI 152) is not viable. Pricing is based on verbal direction (no drawings provided)
2. Owner & design team to review and confirm:
 sketches (attached) and scope meet design and Owner intent and access / maintenance requirements
 scope meets all applicable codes, regulations & will be approved by the COB inspectors
 pricing includes only scope specifically identified. Pricing will be revised for all other scope changes
3. Partition chase is added (to route drain & vent lines)
4. Trash can area: depth reduced by approx. 3/4"; width by 1 1/2"
5. Confirm access panel in the back of cabinet panel is required by code for access to air gap.
6. Design consultants to confirm cabinets & cabinet supports sufficient to carry all equipment dead & live loads
7. Grommet holes provided in countertop for equipment water, vent & drain lines
8. Assumes no other cabinet modifications are required
9. Excludes design & consultant fees, E&O / design insurances, etc.
10. Excludes any changes required to meet code or required by inspectors
11. Pricing valid until Oct 15, 2018
12. Room 1132 millwork was fabricated as part of CH scope of work. Solid surface was not fabricated as of this date
13. Pricing includes RFI 142 (add ice maker) and RFI 152 (add drains)

CH-Ice Machine Clarification

TO:	Hector Cisneros (DBR Engineering Consultants)	FROM:	Efren Garcia (Christensen Building Group, LLC) 15425 North Freeway, Suite 330 Houston, Texas 77090
DATE INITIATED:	05/04/2018	STATUS:	Closed
LOCATION:	City Hall	DUE DATE:	05/09/2018
PROJECT STAGE:		COST CODE:	
SUB JOB:		SCHEDULE IMPACT:	
COST IMPACT:	\$3,862.00	SPEC SECTION:	114000 - Foodservice Equipment
DRAWING NUMBER:	A1.804	REFERENCE:	
LINKED DRAWINGS:	A1.804		
RECEIVED FROM:	David Naggar (Preferred Food-service Design/Supply)		

COPIES TO:

Jose Aguayo (Horizon Group Int'l), Derek Baldwin (Christensen Building Group, LLC), Joseph Costello (Christensen Building Group, LLC), Efren Garcia (Christensen Building Group, LLC), Kelsey Heien (Horizon Group Int'l), Michelle Jordan (City of Bellaire), Alec Luong (PGAL), Thai Tu (Horizon Group Int'l)

Question from Efren Garcia (Christensen Building Group, LLC) at 02:44 PM on 05/04/2018

Item E-24 is spec'd as an ICE DISPENSER (Servend S-150 is an ice dispenser –only – no ice production for this model number). It appears that Item E-49 ice machine (Which is called to be an owner procured item) is intended to be mounted atop the ice dispenser provided by Preferred Foodservice.
Provide direction on how to proceed.

Attachments:

[Ice Machine.PNG](#) [Servend 150.PNG](#)

Official Response: Alec Luong (PGAL) responded on Friday, July 20th, 2018 at 8:40AM CDT

This was approved on 7/2. Please close RFI.

Attachments:

Official Response: Michelle Jordan (City of Bellaire) responded on Monday, July 2nd, 2018 at 10:10AM CDT

COB approves the additional cost for the ice maker and additional bracing (\$3,682.00).

Attachments:

Official Response: Alec Luong (PGAL) responded on Friday, June 22nd, 2018 at 1:39PM CDT

Please upload invoice for changes.

Attachments:

Official Response: Alec Luong (PGAL) responded on Wednesday, June 6th, 2018 at 1:55PM CDT

How is the supplier charging a \$1,000 markup on the ice maker? Please clarify this cost.

Additional support for countertop is scrap plywood and extra bracing. What is the cost for this? Why is there a cost for this?

Attachments:

Official Response: Efren Garcia (Christensen Building Group, LLC) responded on Wednesday, June 6th, 2018 at 10:02AM CDT
 Price change of \$3,862.00 to deliver and set in place also start and test the ice maker.
 Price includes extra support from mill-worker.

Attachments:

Official Response: Alec Luong (PGAL) responded on Monday, May 7th, 2018 at 10:52AM CDT
 Provide:
<https://www.centralrestaurant.com/Indigo-Ice-Machine---Half-Dice-Air-Cooled-485-lbs-Production-22-inW-c100p24720.html>

in addition to E-24.

E-49 is the existing ice machine owned by PD and provided by PD.

Provide cost for ice machine for E-24. Should be in-line with link provided.

Owner to approve.

Attachments:

All Replies:

Response from Alec Luong (PGAL) at 08:40 AM on 07/20/2018

This was approved on 7/2. Please close RFI.

Attachments:

Response from Michelle Jordan (City of Bellaire) at 10:10 AM on 07/02/2018

COB approves the additional cost for the ice maker and additional bracing (\$3,682.00).

Attachments:

Response from Alec Luong (PGAL) at 01:39 PM on 06/22/2018

Please upload invoice for changes.

Attachments:

Response from Efren Garcia (Christensen Building Group, LLC) at 03:28 PM on 06/15/2018

Price Breakdown for Ice maker was sent to Alec.

Attachments:

Response from Alec Luong (PGAL) at 04:46 PM on 06/06/2018

Provide cost breakdown and backup information.

Attachments:

Attachment: CP 25 RFI 152, 142, 194 CH ice maker issues complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)

Response from Efren Garcia (Christensen Building Group, LLC) at 03:30 PM on 06/06/2018

The pricing is for the Ice Maker and the AR-PRE Filter needed for this Ice Maker and as stated before, the delivery, set in place, starting and testing and the wood support needed from top notch are all included in this price.

Attachments:

Response from Alec Luong (PGAL) at 01:55 PM on 06/06/2018

How is the supplier charging a \$1,000 markup on the ice maker? Please clarify this cost.

Additional support for countertop is scrap plywood and extra bracing. What is the cost for this? Why is there a cost for this?

Attachments:

Response from Efren Garcia (Christensen Building Group, LLC) at 10:02 AM on 06/06/2018

Price change of \$3,862.00 to deliver and set in place also start and test the ice maker.

Price includes extra support from mill-worker.

Attachments:

Response from Alec Luong (PGAL) at 10:52 AM on 05/07/2018

Provide:
<https://www.centralrestaurant.com/Indigo-Ice-Machine---Half-Dice-Air-Cooled-485-lbs-Production-22-inW-c100p24720.html>

in addition to E-24.

E-49 is the existing ice machine owned by PD and provided by PD.

Provide cost for ice machine for E-24. Should be in-line with link provided.

Owner to approve.

Attachments:

BY	DATE	COPIES TO

Attachment: CP 25 RFI 152, 142, 194 CH ice maker issues complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)

	S-150	S-200	S-250
Standard Features	Lighted merchandiser, Ice graphics, leg kit, and drain kit.		
Approx. Shipping Weights	185.12 lbs. / 69.09 kgs.	235 lbs. / 107 kgs.	260 lbs. / 152 kgs.
Countertop Weight (w/o ice)	133.12 lbs. / 60.38 kgs.	184 lbs. / 69 kgs.	204 lbs. / 118 kgs.
Ice Storage Capacity	Up to 150 lbs. / 68 kgs.	Up to 200 lbs. / 91 kgs.	Up to 250 lbs. / 114 kgs.
Electrical Requirements	Dispenser: 120V/60Hz/2.8FLA. 220V/50Hz/1 also available.		
Drain	Single 0.75" (1.91 cm) PVC (N.P.T.) drain fitting extends from drain pan Units can be drained from the bottom or back of unit.		
Ice Machine Compatibility	Manual fill or top-mount with compatible ice machines. Contact MBE for adapter kit requirements for top-mounted ice machine applications.		
Options	Extended front splash panel, Flomatic water valve and side splash panels. S250 Model available with Flomatic 424 and 464 beverage valves in sanitary lever, push button, portion control or autofill. Other valves available, contact factory for details.		


05/14/2018

Project:
City of Bellaire

From:
Preferred Foodservice
Design/Supply, Inc.
David Naggar
3605 Willowbend Blvd
Ste 575
Houston, TX 77054-3707
(713)627-7337
(713)627-7337 (Contact)

Project Code: 1318

Job Reference Number: 1225

Item	Qty	Description	Sell	Sell Total
900	1 ea	ICE CUBER Manitowoc Model No. IDT-0620A Indigo NXT™ Series Ice Maker, cube-style, air-cooled, self-contained condenser, 22"W x 24-1/2"D x 21-1/2"H, production capacity up to 560 lb/24 hours at 70°/50° (450 lb AHRI certified at 90°/70°), DuraTech™ exterior, regular dice size cubes, R410A refrigerant, NSF, cULus, CE, ENERGY STAR® 	\$2,956.00	\$2,956.00
	1 ea	(-161) 115v/60/1-ph, 12.2 amps		
	1 ea	AR-PRE Arctic Pure® Pre-Filter Assembly, 5 micron filtration includes head, shroud, hardware, mounting assembly, & (1) filter cartridge, (NOT stand-alone; should be used in conjunction with primary water filter assembly)	\$281.00	\$281.00
	1 ea	Deliver and set in place	\$140.00	\$140.00
	1 ea	Start and test	\$185.00	\$185.00
ITEM TOTAL:				\$3,562.00
Total				\$3,562.00

Attachment: CP 25 RFI 152, 142, 194 CH ice maker issues complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)

INDIGO[®] NXT

iT0620 Ice Cube Machine

iT0620 Ice Cube Machine

Models

☐ IRT0620A ☐ IDT0620A ☐ IYT0620A ☐ IDT0620W ☐ IYT0620W
Indigo NXT Series iT0620
Ice Machine on D420 Bin

Designed for operators who know that ice is critical to their business, the Indigo NXT Series ice machine's preventative diagnostics continually monitor itself for reliable ice production. Improvements in cleanability and programmability make your ice machine easy to own and less expensive to operate.

- **New levels of Performance** – Showcasing an average of 31% lower energy consumption, 16% reduction in potable water usage and a 32% reduction in condenser water usage. This translates into lower cost of ownership over the life of your machine.
- **easyTouch[®] Display** - New icon based touch screen takes the guess work out of owning and operating an ice machine.
- **Programmable Ice Production** – Now its super easy to program your ice machine to be off at certain times of the day to save money with fluctuating electrical rates. Also programmable by daily ice production volume.
- **Easy to Clean Foodzone** – Hinge front door swing out for easy access. Removable water-trough, distribution tube, curtain, water probe and water pump for fast and efficient cleaning. Selected components are made with AlphaSan[®] antimicrobial.
- **Intelligent Diagnostics** – Provides 24 hour preventative maintenance and diagnostic feedback for trouble free operation.
- **Acoustical Ice Sensing Probe** – Unique patented technology allows for reliable operation in challenging water conditions and environments
- **DuraTech[®] Exterior** – Provides superior corrosion resistant above stainless steel. Innovative clear-coat resists fingerprints and dirt making it easier to keep clean.
- Available **LuminIce[®] II Growth Inhibitor** – Controls the growth of bacteria and yeast within the Food zone keeping the machine cleaner longer. A new indicator in the display keeps you abreast of the operational status.



Ice Machine Electric

115/60/1 standard
(208-230/60/1 also available)

Minimum circuit ampacity:

Air-cooled: 12.2, 115v 5.9, 208-230V
Water-cooled: 11.6, 115v, 5.6, 208-230v

Maximum fuse size:

Air-cooled: 20A for 115v, 15A for 208-230v
Water-cooled: 20A, 115v and 15A, 208-230v

Specifications

Operating Limits:

BTU Per Hour:
5,400 (average),
and 6,300 (peak)

Refrigerant:

R410A CFS - Free
Lowers global warming
by 48%

- Ambient Temperature Range:
40° to 110°F (4.4° to 43.3° C)
Water Temperature Range:
40° to 90°F (4.4° to 32.2° C)
- Water Pressure Ice Maker
Water In:
Min. 20 psi (137.9 kPa)
Max. 80 psi (551.1 kPa)

Ice Shape



Half Dice
3/8" x 1 1/8" x 7/8"
(.95 x 2.86 x 2.22 cm)



Dice
7/8" x 7/8" x 7/8"
(2.22 x 2.22 x 2.22 cm)



Regular
1 1/8" x 1 1/8" x 7/8"
(2.86 x 2.86 x 2.22 cm)

COMPANY WITH
QUALITY SYSTEM

2110 South 26th Street
Manitowoc, WI 54220

Tel: 1.920.682.0161
Fax: 1.920.683.7589

www.manitowocice.com



Packet Pg. 139



Indigo® NXT™ iT0620 Ice Cube Machine

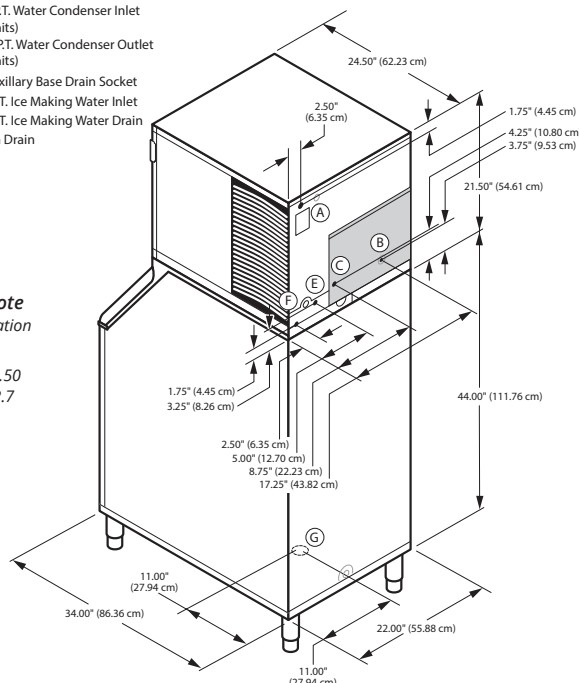
iT0620 on D420 Storage Bin

- (A) Electrical Entrance (2) Options
- (B) 3/8" (0.95 cm) F.P.T. Water Condenser Inlet (water-cooled units)
- (C) 1/2" (1.27 cm) F.P.T. Water Condenser Outlet (water-cooled units)
- (D) 1/2" (1.27 cm) Auxiliary Base Drain Socket
- (E) 3/8" (0.95 cm) F.P.T. Ice Making Water Inlet
- (F) 1/2" (1.27 cm) F.P.T. Ice Making Water Drain
- (G) 3/4" (1.91 cm) Bin Drain

Installation Note

Minimum installation clearance:

Top/side: 12" (30.50 cm)
Back is 5" (12.7 cm)



Space-Saving Design



	iT0620 D-400	iT0620 D-420
Height	59.50" 151.13 cm	71.50" 181.61 cm
Width	30.00" 76.20 cm	22.00" 55.88 cm
Depth	34.00" 86.30 cm	34.00" 86.30 cm
Bin	365 lbs.	383 lbs.
Storage	166 kgs.	174 kgs.

Height includes adjustable bin legs 6.00" to 8.00", (15.24 to 20.32 cm) set at 6.00" (15.24 cm).

Bin capacity is based on 90% of the volume x 33 lbs/ft³ average density of ice.

K00443 bin adapter required for D400 bin. Sold separately

Specifications

	Model	Ice Shape	Ice Production 24 Hours		Power Usage kWh/100 lbs. @90°F Air/70°F	Potable Water Usage/100 lbs. 45.4 kgs. of Ice
			70°F Air/ 50°F Water	90°F Air/ 70°F Water		
AIR COOLED	IRT0620A	regular	525 lbs.	410 lbs.	5.29	19.9 Gal.
			238 kgs	186 kgs		75.3 L
	IDT0620A	dice	560 lbs.	450 lbs.	5.18 ★	19.9 Gal.
			254 kgs	204 kgs		75.3 L
WATER COOLED	IYT0620A	half-dice	575 lbs.	465 lbs.	4.87 ★	19.9 Gal.
			261 kgs	211 kgs		75.3 L
	IDT0620W	dice	530 lbs.	450 lbs.	4.13	19.9 Gal.
			240 kgs	204 kgs		75.3 L
	IYT0620W	half-dice	560 lbs.	485 lbs.	3.87	19.9 Gal.
			254 kgs.	220 kgs		75.3 L

* Water-cooled Condenser Water Usage / 100 lbs. /45.4 kgs. Of Ice: 140 gal/ 530 L.

*Water-cooled models are excluded from ENERGY STAR qualification.

Order separately: Ice storage bin for all units

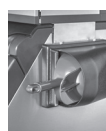
★ENERGY STAR® 3.0

Accessories

LuminIce® II Growth Inhibitor
reduces yeast and bacteria growth for a cleaner ice machine.



External Scoop holder
Protect the ice scoop with the NSF approved versatile scoop holder.



Arctic Pure® Water Filters
Reduces sediment and chlorine odors for better tasting ice.



iAuCS®
schedules and performs routine ice machine cleaning automatically.



Welbilt reserves the right to make changes to the design or specifications without prior notice.

2110 South 26th Street
Manitowoc, WI 54220

Tel: 1.920.682.0161
Fax: 1.920.683.7589

www.manitowocice.com
6480 01/18



Packet Pg. 140



Arctic Pure®

Ice Machine - Water Filtration



Ice Machine - Water Filtration

Arctic Pure®

Attachment: CP 25 RFI 152, 142, 194 CH ice maker issues complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)

Models

☐ AR-PRE

☐ AR-10000

☐ AR-20000

☐ AR-40000


AR-PRE



AR-10000



AR-20000



AR-40000

- Pre-filter, dirt and rust sediment reduction

- 1 micron particle reduction
- 14,000 gal. capacity
- 20 grams scale inhibitor
- Lbs. of ice per day 0-600

- 1 micron particle reduction
- 20,000 gal. capacity
- 40 grams scale inhibitor
- Lbs. of ice per day 601-1000

- 1 micron particle reduction
- 40,000 gal. capacity
- 80 grams scale inhibitor
- Lbs. of ice per day 1001-2,500

Standard Features

Over 60% of ice machine maintenance calls are water-related! **Arctic Pure®** water filters are designed exclusively for ice machine applications and will reduce these calls.

Built-in scale inhibitor.

- Scale inhibitor is designed into the filters to reduce scale build-up even under the hardest water conditions.

Reduces chlorine taste and odor.

- All filtration and scale reduction material is NSF and/or FDA compliant and is engineered to reduce chlorine taste and odor. Ice looks and tastes better.

Graded density carbon block filter.

- Provides superior dirt holding capacity and fine sediment reduction.

Sanitary quick change housing.

- Design minimizes contamination of filter media during filter cartridge change-out. All filters are provided with automatic shut-off and pressure relief valves.

Warranty

3-Year parts and labor warranty on head, shroud, hardware, and mounting assembly (water filter cartridge not included).



AR-10000
AR-20000
AR-40000

Chlorine reduction taste and odor reduction Class I.

Visit www.nsf.org for listed product claims.

2110 South 26th Street
PO Box 1720
Manitowoc, WI 54221-1720 USA

Tel: 1.920.682.0161
Fax: 1.920.683.7589

www.manitowocice.com





Ice Machine - Water Filtration

Arctic Pure®

Dimensions

Model	Dimensions						Mtg. Holes		Weight	
	Height		Width		Depth		Center to Center			
	inches	cm	inches	cm	inches	cm	inches	cm	lbs.	kgs.
AR-Pre	17.09	43.41	6.72	17.10	4.00	10.16	1.50	3.81	4	1.81
AR-10000	17.09	43.41	5.72	14.50	4.00	10.16	1.50	3.81	5	1.81
AR-20000	21.34	54.2	5.72	14.50	4.00	10.16	1.50	3.81	5	2.27
AR-40000	21.23	54.1	15.88	40	5.00	12.7	Top 11.50	29.2	12	5.44
							Bottom 9.75	24.8		

Specifications

Maximum Operating Pressure:

25–125 psi (1.7–8.6 bar)

Maximum Operating Temperature:

35°–100°F (1.7°–38°C)

Flow Rate: AR-100000 .75 gpm (2.84 LPM)

AR-20000 0.75 gpm (2.84 LPM)

AR-40000 1.5 gpm (5.68 LPM)

Cartridge Housing Material:

Talc Filled Polypropylene

Primary Filter

1 micron particle reduction. Filter media is graded density carbon block containing scale inhibitor, which holds dissolved minerals in suspension. (AR-10000/20 grams scale inhibitor, AR-20000/40 grams scale inhibitor, AR-40000/80 grams scale inhibitor – 40 grams per cartridge).

Inlet/Outlet Fittings:

- 3/8" John Guess

Optional Pre-Filter:

An optional pre-filter is recommended for ice machine installations in areas with high particulate matter (dirty water). The pre-filter extends the filtration efficiency and working life of the primary filter cartridge where this condition exists. The Manitowoc pre-filter is a cost-efficient solution to the particulate matter (dirty water) problem because pre-filter replacements are more economical than a primary filter cartridge.

Replacement Cartridges:

Pre-FilterK-00337

Primary Filter AR-10000.....K-00338
AR-20000/40000.....K-00339

To insure maximum filtration efficiency, replace the primary filter cartridge every 6 months. A filter gauge will indicate if replacement is necessary prior to six months usage (below 20 psig).

Important Notice:

Read this performance sheet and compare the capabilities of this unit with your actual water treatment needs. It is recommended that you have your water supply tested to determine your actual water treatment needs before purchasing a water treatment unit.

Warning:

Do not use with water that is microbiologically unsafe or of unknown quality without adequate disinfections before or after the unit.

Caution:

The filter must be protected from freezing. Failure to do so may result in cracking of the filter housing and water leakage.

Note:

Before using **Arctic Pure** on non-Manitowoc machines consult the ice machine manufacturer for water supply usage requirements.

Ice Model	Model			
	AR-PRE	AR-10000	AR-20000	AR-40000
QM30	•	•		
QM45	•	•		
U-140	•	•		
U-190	•	•		
U-240	•	•		
U-310	•	•		
i-300	•	•		
i-320	•	•		
i-520	•	•		
i-450	•	•		
i-500	•	•		
i-606	•	•		
i-906	•		•	
i-1000	•		•	
i-1200	•			•
i-1400	•			•
i-1800	•			•
i-1470C	•			•
i-1870C	•			•
i-2170C	•			•
IB-696C	•	•		
IB-890C	•		•	
IB-1090C	•		•	
SN-12/20	•	•		
RN-400	•	•		
RN-1000	•			•
RN-1078C	•		•	
RN-1278C	•			•
RN-1400	•			•
RF-0244	•	•		
RF-0266	•	•		
RF/RFS-0300	•	•		
RF-0385	•	•		
RF-0399	•	•		
RF/RFS-0650	•		•	
RF/RFS-1200	•			•
RF-0644	•		•	
RF/RFS-1278C	•		•	
RF/RFS-1279R	•		•	
RF-2300	•		•	
RF/RFS-2378C	•			•
RF/RFS-2379R	•			•

2189J ©2013 Manitowoc 8/13 Continuing product improvement may necessitate change of specifications without notice.

2110 South 26th Street
PO Box 1720
Manitowoc, WI 54221-1720 USA

Tel: 1.920.682.0161
Fax: 1.920.683.7589
www.manitowocice.com





Horizon | Christensen, a joint venture
4204 Bellaire Boulevard
Houston, Texas 77025
Phone: (713) 660-8282

H.2.a.6
RFI #0152

Project: City of Bellaire Municipal Buildings
7008 S Rice Avenue
Bellaire, Texas 44401

CH-Ice Maker/Dispenser in kitchen Drawing

TO:	Michelle Jordan (City of Bellaire) Ismael Mendoza (Kilgore Industries, LP)	FROM:	Efren Garcia (Christensen Building Group, LLC) 15425 North Freeway, Suite 330 Houston, Texas 77090
DATE INITIATED:	05/14/2018	STATUS:	Open
LOCATION:	City Hall	DUE DATE:	06/29/2018
COST CODE:		REFERENCE:	
COST IMPACT:	Yes (Unknown)	SCHEDULE IMPACT:	No
DRAWING NUMBER:	P1.201	SPEC SECTION:	
LINKED DRAWINGS:			
RECEIVED FROM:	David Naggar (Preferred Food-service Design/Supply)		
COPIES TO:	Jose Aguayo (Horizon Group Int'l), Derek Baldwin (Christensen Building Group, LLC), Joseph Costello (Christensen Building Group, LLC), Efren Garcia (Christensen Building Group, LLC), Kelsey Heien (Horizon Group Int'l), Michelle Jordan (City of Bellaire), Alec Luong (PGAL), Thai Tu (Horizon Group Int'l)		

Question from Efren Garcia (Christensen Building Group, LLC) at 04:04 PM on 05/14/2018

In the plumbing drawings I did not see where the ice maker/dispenser are supposed to tie in to the floor drain.
Will we need to add a drain for the ice maker/dispenser combo or please provide the way to drain the ice machine.

Official Response: Alec Luong (PGAL) responded on Monday, May 21st, 2018 at 2:32PM CDT

Contractor to confirm if this solution works.

Attachments:

Official Response: Hector Cisneros (DBR Engineering Consultants) responded on Monday, May 21st, 2018 at 11:21AM CDT

After reviewing this our proposed solution:

Modify the existing 2" vent piping within wall above slab serving the adjacent 3" floor drain to provide a vertical wet vent and ice maker indirect waste receptor below counter level. Indirect waste receptor to include pipe increaser attachment, 1-1/2" p-trap and 1-1/2" trap arm connecting to no smaller than a 2" vertical wet vent. Adhere to all UPC requirements for vertical wet venting.

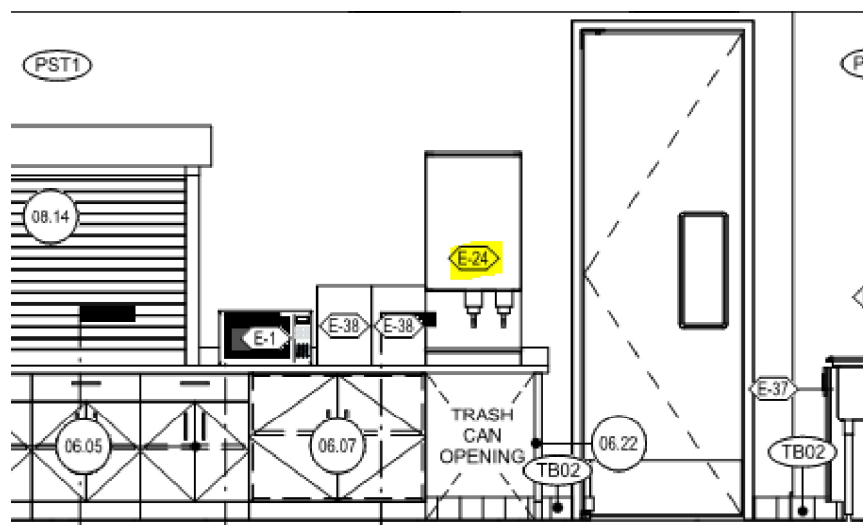
Please Confirm acceptability with plumbing inspector in field.

Attachments:

BY

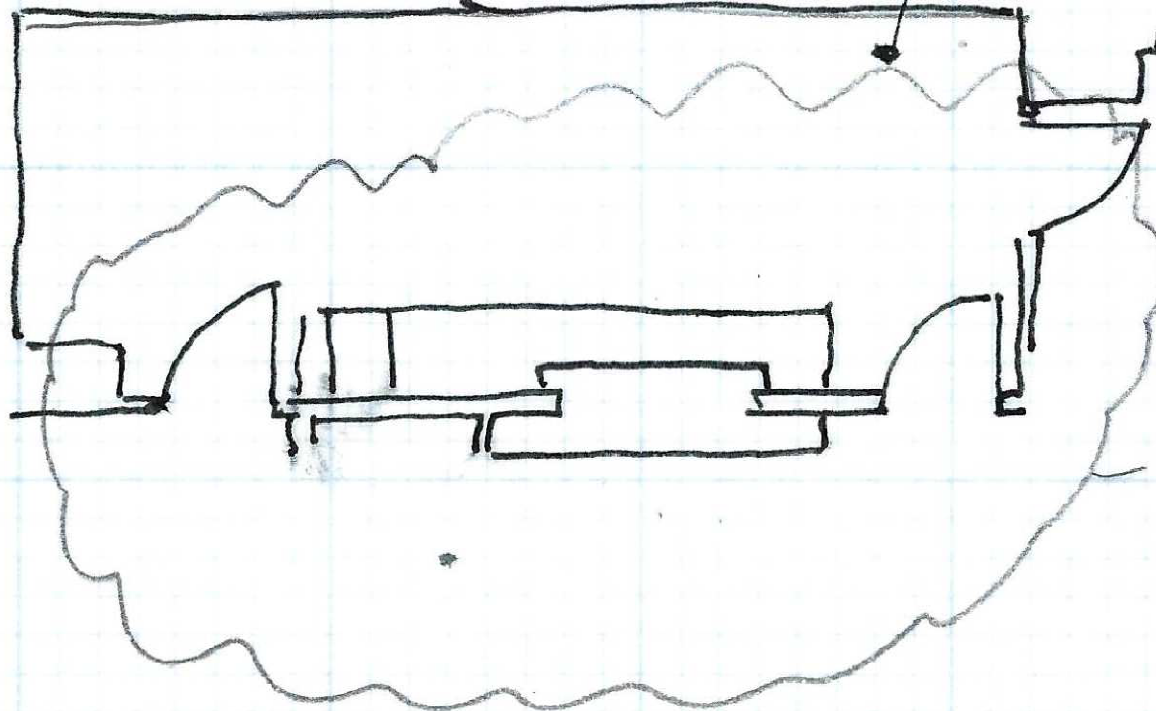
DATE

COPIES TO



1/A1.201
NTS

1132

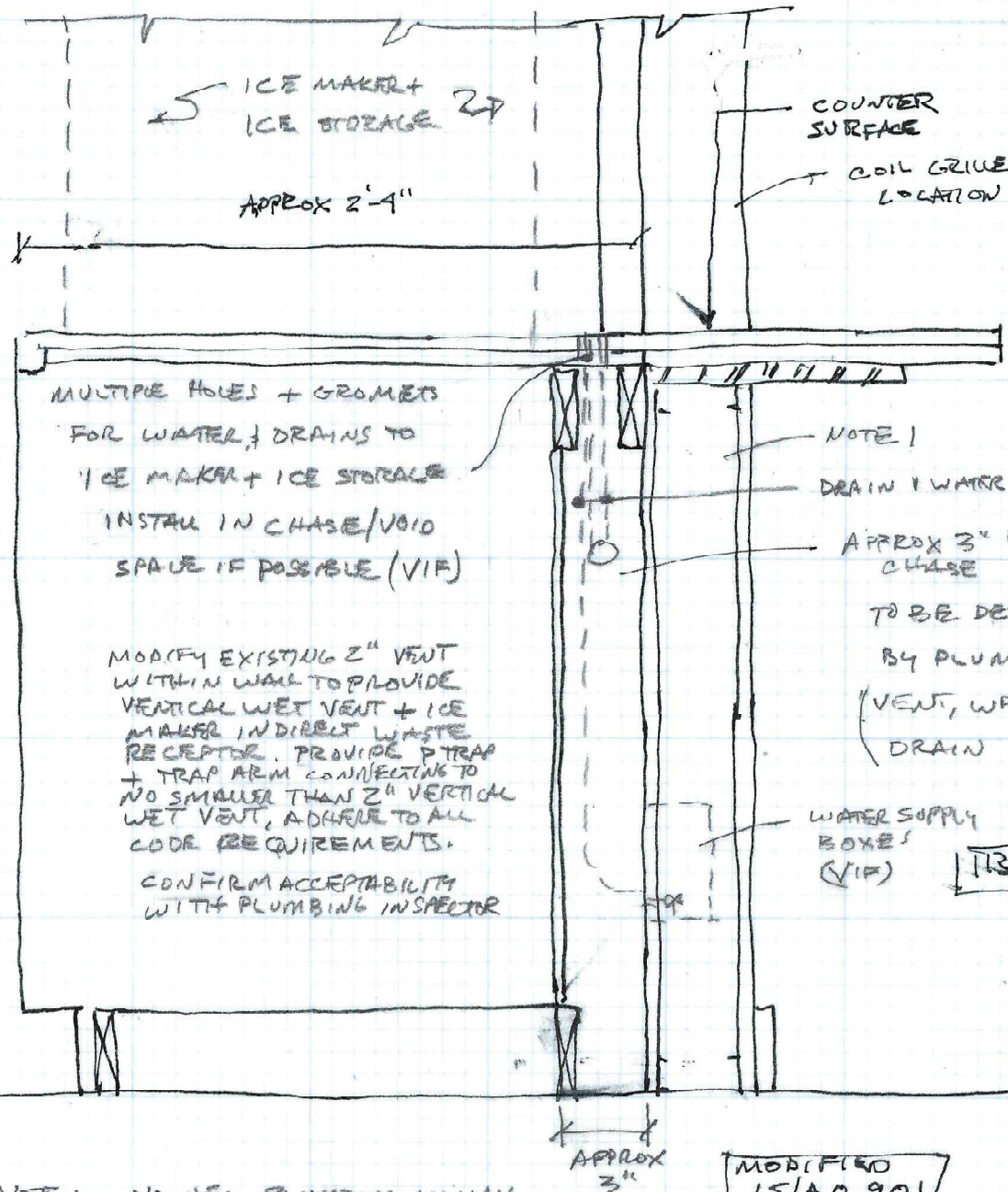


RFI 142 + 152

1133

ORIG FL. PLAN

1132



NOTE 1 - NO NEW PLUMBING IN WALL

EXCEPT AT TIE IN AT EXISTING
DRAIN, + ADDED VENTING

PTRAP + AIR VENT TO BE IN NEW PLUMBING CHASE.

MODIFIED
15/AO.901

NTS

RFI 142 + 152

ROOM 1132

1. KEEP EXISTING CABINETS
2. MOVE CABINETS APPROX 3" INTO ROOM 1132 TO CREATE APPROX 3" PLUMB CHASE BETWEEN BACK OF CABINETS + EXISTING WALL (BETWEEN 1132 + 1133)

3. PROVIDE BLOCKING AS REQUIRED TO STABILIZE CABINETS + COUNTERTOPS

4. ADD COUNTERTOP TO SPAN OVER ADDED PLUMBING CHASE

5. EXTEND END OF CABINETS TO CAP OFF PLUMBING CHASE

6. PROVIDE BACK PANEL AT TRASH LOCATION.

7. LAMINATE AN ADDITIONAL SIDE + BACK PANEL TO TRASH AREA TO SUPPORT ADDED EQUIPMENT (REDUCES TRASH WIDTH BY 1 1/2" + DEPTH BY 3/4").

Top Notch Cabinet Installation, Inc.

9301 Twin Oaks Dr. Manvel, Texas 77578 Office 832-548-1483 Cell 832-309-1663 Fax 832-548-1489
topnotchcabinets@aol.com

September 21, 2018

Re: Bellaire – Change order

solid surface	5	SF	125	625
additional wall blocking at chase	14	LF	5	70
add back panel to trash area	1	ea	75	75
new end caps to cabinets	2	ea	85	170
access panel to air gap	1	ea	75	75
laminate sides of trash walls	2	ea	75	150
				<hr/> 1,165

Total \$1,165

RFI 142 add icemaker 1142 &
RFI 152 add drain for icemaker
& ice storage bin

Attachment: CP 25 RFI 152, 142, 194 CH ice maker issues complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)

10050 Houston Oaks Drive
Houston, Texas 77064
Phone: 713-924-4900
Fax: 713-924-5900

Horizon/Christensen

DATE: 9/19/2018

0
0

REFERENCE: Bellaire Municipal Facilities
SUBJECT:

ATTN: Kelsey Heien
Project Manager

As a result of the changes described below, KILGORE INDUSTRIES, LP presents the following proposal for additional cost and time in the amount of \$2,348.00 and an extension of time in the amount of 0 calendar days.

This modification is being tracked as KILGORE INDUSTRIES, LP. Please notify KILGORE INDUSTRIES, LP as soon as possible if we should proceed with this change as described below.

Scope of Work:

RFI #0152 & 142

Cost Breakdown

The additional cost for the change in scope of work, breaks down as follows:

Labor		\$1,161.80
Material & Equipment		\$870.79
Overhead @	10%	\$203.26
Profit @	5%	\$111.79
Total Price		\$2,348.00

Please note the following:

- ☞ Kilgore Mechanical is licensed and regulated by: Texas Department of Licensing and Regulation, PO Box 12157, Austin, Texas 78711, 1.800.803.9202 or 1.512.463.6599, and Texas State Board of Plumbing Examiners, 929 East 41st Street, PO Box 4200, Austin, Texas 78765, 1.800.845.6584.
- ☞ This proposal shall be valid for a period of days and is subject to change thereafter.
- ☞ This proposal includes any appropriate credit.
- ☞ This proposal excludes any electrical, fire protection, fire alarm, drywall, framing, or architectural finishes of any type.
- ☞ This proposal excludes any removing and replacing the roof at any location or any drywall work
- ☞ This proposal excludes any saw cutting, removal or concrete work or demo of any kind that is not specifically included in this proposal
- ☞ The cost of this change includes only those direct costs which can be identified at this time. There are no impact or ripple costs and no delay costs included in this proposal. Should it be determined at a later date that we are experiencing impact cost because of multiple changes, delays, or other causes beyond our control, we will submit those costs at that time. Therefore, KILGORE INDUSTRIES, LP expressly reserves all

rights to additional compensation for schedule changes, performance cost increases, other direct costs, indirect costs, ripple effects, and/or impacts not presently known and or determinable directly or indirectly arising out of or related to the subject(s) of this modification, to include appropriate overhead costs, general, managerial and administrative costs, and profit.

- Ⓢ This proposal excludes any work not specifically described within
- Ⓢ This proposal is an estimate of the costs to perform the work covered by the change order. The actual cost of the work and related changes could be higher or lower than our current estimate. It should be noted that the above amount is a lump sum price.
- Ⓢ This proposal is fair and equitable for the work requested and a change order should be issued immediately so as not to delay the project. If the proposal does not result in a formal change order to our contract within days, we reserved the right to revise our prices.

Please, review and advise if your have any comments or questions concerning our proposal.

Sincerely,
KILGORE INDUSTRIES, LP

Ismael Mendoza
Project Manager

Approved by: _____ Date: _____

Attachments

Cc: 0
Josh Hardin

713-924-4900 713-924-5900 Fax
10050 Houston Oaks Drive
Houston, Texas 77064

CHANGE ORDER PROPOSAL

SUBMIT TO:	Horizon/Christensen	PROPOSED BY:	KILGORE INDUSTRIES, LP
JOB NAME:	Bellaire Municipal Facilities	DATE:	09/19/18
KILGORE PCO #:	0	JOB NUMBER:	17HP0246
PR or GC PCO #:	P011 R1	GC JOB NUMBER:	0

DESCRIPTION OF WORK:

RFI #0152 & 142

DIRECT LABOR COSTS					
DESCRIPTION	STRAIGHT TIME		OVER TIME		AMOUNT
	HOURS	RATE	HOURS	RATE	
Plumber / Pipefitter / Welder	18.00	\$45.90	0.00	\$51.48	\$826.20
Med Gas Plumber	0.00	\$42.08	0.00	\$63.11	\$0.00
Sheetmetal Mechanic	0.00	\$29.84	0.00	\$44.75	\$0.00
Service Tech	0.00	\$77.61	0.00	\$116.41	\$0.00
Foreman	6.00	\$42.08	0.00	\$63.11	\$252.45
Engineering	0.00	\$110.87	0.00	\$166.30	\$0.00
Detailing and drafting	1.00	\$83.15	0.00	\$124.73	\$83.15
Scheduler	0.00	\$45.90	0.00	\$68.85	\$0.00
Start-up Mechanic	0.00	\$60.98	0.00	\$91.47	\$0.00
Superintendent	0.00	\$49.73	0.00	\$74.59	\$0.00
Project Manager	0.00	\$73.44	0.00	\$110.16	\$0.00
	25.00	Total (ST) Hours	0.00	Total (OT) Hours	
TOTAL LABOR COST					\$1,161.80
MATERIALS & EQUIPMENT COSTS					
Plumbing / Piping, Fixtures, Equipment & Materials					\$805.43
Backfill Material					\$0.00
Scissor Lift					\$0.00
Consumables					\$23.22
Expendable Tools					\$18.95
Use Tax @ 0.00%					\$0.00
TOTAL MATERIAL & EQUIPMENT COST					\$847.60
JOB RELATED EXPENSES					
Auto & Fuel Expense					\$0.00
Mobile Phones					\$0.00
Guarantee / Warranty					\$23.19
Safety					\$0.00
Pick-up & Delivery					\$0.00
Clean-Up					\$0.00
Reproduction Expense- Office Supplies					\$0.00
Plumbing Pre-Fabrication Expense					\$0.00
Piping Pre-Fabrication Expense					\$0.00
Parking					\$0.00
Project Office					\$0.00
Fees, Permits and Inspections					\$0.00
Hotel/Lodging					\$0.00
Mileage					\$0.00
Excavation					\$0.00
Equipment Rental					\$0.00
Mobilization (Move In / Move Out)					\$0.00
TOTAL JOB RELATED EXPENSES					\$23.19
SUBCONTRACTOR COSTS					
Temperature Controls Subcontractor					\$0.00
Test and Balance Subcontractor					\$0.00
Insulation Subcontractor					\$0.00
Core Drilling					\$0.00
Leak Detection Subcontractor					\$0.00

Attachment: CP 25 RFI 152, 142, 194 CH ice maker issues complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)

713-924-4900 713-924-5900 Fax
10050 Houston Oaks Drive
Houston, Texas 77064

CHANGE ORDER PROPOSAL

SUBMIT TO:	Horizon/Christensen	PROPOSED BY:	KILGORE INDUSTRIES, LP
JOB NAME:	Bellaire Municipal Facilities	DATE:	09/19/18
KILGORE PCO #:	0	JOB NUMBER:	17HP0246
PR or GC PCO #:	P011 R1	GC JOB NUMBER:	0

Fire Stopping	\$0.00
Hot Tap Subcontractor	\$0.00
Detailing and drafting	\$0.00
Water Treatment Subcontractor	\$0.00
Medical Gas Certification/Subcontractor	\$0.00
TOTAL SUBCONTRACTOR COST	\$0.00
TOTAL COSTS	\$2,032.59
Overhead @ 10%	\$203.26
Profit @ 5%	\$111.79
Deducts and Credits	\$0.00
Sales Tax @ 0.00%	\$0.00
Payment and Performance Bond	\$0.00
<i>TOTAL PROPOSAL AMOUNT</i> (Rounded to the nearest dollar)	\$2,348.00

Pricing contained in this proposal is valid for a period of days from the date of issuance. Acceptance of this proposal does not waive KILGORE INDUSTRIES, LP's right to seek time extensions and/or compensation for extended overhead expenses due to cumulative impact of change orders to the Subcontract Agreement.

Kilgore Industries, LP is licensed and regulated by: Texas Department of Licensing and Regulation, PO Box 12157, Austin, Texas 78711, 1.800.803.9202 or 1.512.463.6599, and Texas State Board of Plumbing Examiners, 929 East 41st Street, PO Box 4200, Austin, Texas 78765, 1.800.845.6584.

Submitted By:

Date: 9/19/2018

Approved By:

Date:

KILGORE INDUSTRIES, LP - Ismael Mendoza, Project M

Horizon/Christensen

Attachment: CP 25 RFI 152, 142, 194 CH ice maker issues complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)



713-924-4900 713-924-5900 Fax
10050 Houston Oaks Drive
Houston, Texas 77064

CHANGE ORDER PROPOSAL

SUBMIT TO: Horizon/Christensen
JOB NAME: Bellaire Municipal Facilities
TD CO #: 0
PR or GC PCO #: P011 R1

PROPOSED BY: KILGORE INDUSTRIES
DATE: 09/19/18
JOB NUMBER: 17HP0246
GC JOB NUMBER: 0

DESCRIPTION OF WORK:

RFI #0152 & 142

[illegible]

Ice Maker Electrical Circuit

TO:	Hector Cisneros (DBR Engineering Consultants)	FROM:	Efren Garcia (Christensen Building Group, LLC) 15425 North Freeway, Suite 330 Houston, Texas 77090
DATE INITIATED:	07/11/2018	STATUS:	Closed
LOCATION:	City Hall	DUE DATE:	07/16/2018
PROJECT STAGE:		COST CODE:	
SUB JOB:		SCHEDULE IMPACT:	No
COST IMPACT:	No	SPEC SECTION:	
DRAWING NUMBER:		REFERENCE:	
LINKED DRAWINGS:			
RECEIVED FROM:	Kevin Nielsen (Dailey Electric, Inc.)		

COPIES TO:

Jose Aguayo (Horizon Group Int'l), Derek Baldwin (Christensen Building Group, LLC), Joseph Costello (Christensen Building Group, LLC), Efren Garcia (Christensen Building Group, LLC), Kelsey Heien (Horizon Group Int'l), Michelle Jordan (City of Bellaire), Alec Luong (PGAL), Thai Tu (Horizon Group Int'l)

Question from Efren Garcia (Christensen Building Group, LLC) at 12:18 PM on 07/11/2018

In reference to RFI-142 which added an ice maker. Confirm that the electrical panel it will run to will be 1LC-77.

Official Response: Hector Cisneros (DBR Engineering Consultants) responded on Friday, July 20th, 2018 at 9:28AM CDT
DBR has no exemptions to this

Attachments:

All Replies:

Response from Hector Cisneros (DBR Engineering Consultants) at 09:28 AM on 07/20/2018

DBR has no exemptions to this

Attachments:

BY

DATE

COPIES TO



November 12, 2018

Ms. Michelle Jordan
 City of Bellaire Parks, Rec and Facilities Project Manager
 7008 South Rice Avenue
 Bellaire, TX 77401
Sent via email to Michelle Jordan at mjordan@bellairetx.gov

Re: City of Bellaire Municipal Facilities Project
 Subject: Change Proposal 26 R2 RFI 204 & WCPR 4R door security changes

Michelle,

<u>Bldg.</u>	<u>RFI</u>	<u>Description</u>	<u>Value</u>
CH	204	WCPR 4R security revisions	12,404
PD	204	WCPR 4R security revisions	731
Total additional cost			13,135
Total cost impact this Change Proposal			13,135
Total critical path schedule impact			-

This work will not be complete prior to CH nor PD final completion or turnover (including the PD door hardware change). See attached qualifications.

Regards,
 for Horizon / Christensen JV

Joseph J Costello

Attachments: Cost Breakdown Form

xc: CBG
 HGI
 PGAL

APPROVALS:

Michelle Jordan – Date	Paul Hofmann – Date	Alec Luong – Date
City of Bellaire	City of Bellaire	PGAL

Attachment: CP 26 R2 RFI 204 WCPR 4R security change complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)

CH and PD WCPR-04 revision requested by owner

TO:	Alec Luong (PGAL)	FROM::	Thai Tu (Horizon Group Int'l) 4204 Bellaire Boulevard Houston, Texas 77025
DATE INITIATED:	07/20/2018	STATUS:	Closed
LOCATION:	City Hall and Police	DUE DATE:	07/25/2018
SUB JOB:		COST CODE:	
COST IMPACT:	Yes (Unknown)	SCHEDULE IMPACT:	No
DRAWING NUMBER:		SPEC SECTION:	
LINKED DRAWINGS:		REFERENCE:	
RECEIVED FROM:			

COPIES TO:

Jose Aguayo (Horizon Group Int'l), Derek Baldwin (Christensen Building Group, LLC), Rick Carleton (Avalon), Joseph Costello (Christensen Building Group, LLC), Efren Garcia (Christensen Building Group, LLC), Kelsey Heien (Horizon Group Int'l), Mark Lucchese (Applied Finish Systems, Inc.), James Myers (Knight Security Systems), Kevin Nielsen (Dailey Electric, Inc.), Jeff Paris (Knight Security Systems), Nestor Rincon (Bundren Painting, Inc.), Alfonso Rodriguez (DataVox), Jesus Serrano (Young & Sons Drywall LP), Barry Stewart (Protech), Thai Tu (Horizon Group Int'l)

Question from Thai Tu (Horizon Group Int'l) at 04:26 PM on 07/05/2018

Please confirm changes made to WCPR-04 listed below. Both WCPR-04 and comments have been attached for clarification.

- 1) Item 1 - A and B, The City needs a card reader leading to stair B S1101 from the out side of the building and a card reader leading from Stair B S1101 into Corridor 1143.
- 2) Item 1 - D, The City wants to keep the card reader located on the two sets of doors on the plan west wall of Auditorium 1136.
- 3) Item 2 - D, The City wants to keep the card reader leading from conference room 1216 to Corridor 1251.
- 4) Item 3 - B, Microphones are not in Knights scope of work COB to determine if they are included in Datavox scope.
- 5) Item 3 - D, COB is no longer proceeding with Motorola coordination.
- 6) Item 3 - E and F, Evidence Lab 2122 needs one step access control leading into the room, and no access control leading out of the room.
- 7) Item 3 - G Evidence storage 2117 needs two step access control leading into the room, and one step access leading out of the room.
- 8) Item 6 - A, What is the purpose of this conduit
- 9) Knight to remove two-way intercoms into men's and women's jail cells. Daily to remove electrical connection for said intercoms. The booking station and the isolation and holding cells (2156,2157,2158) are to remain unchanged.
- 10) DataVox to provide a loudspeaker system from dispatch (2127) to corridor 2173 and 2174.
- 11) Keypad shown from AFIA to Juvenile Holding needs to be relocated to Vestibule 2166.

Attachments:

[Coordination between Datavox.pdf WCPR-004.pdf](#)

Official Response: Alec Luong (PGAL) responded on Monday, August 6th, 2018 at 1:48PM CDT

See response from hardware supplier:

1. The City needs a card reader leading to stair B S1101 from the out side of the building (**Mark can you confirm that door S1101 has the hardware for this already. We had this configuration in our issue for bid drawings and it should have been picked up) ORIGINALLY SPECIFIED** and a card reader leading from Stair B S1101 into Corridor 1143. (**Mark – this is door 1143B. This is a new access control location. Please provide an updated door hardware set. If we already have a similar set in the drawings, just provide the set number).** SET #37

1. Evidence Lab 2122 needs one step access control leading into the room, and no access control leading out of the room. **Mark – this door already had access control on it. If they are changing the type of access control, does this change your hardware? YES, PLEASE USE SET # 37**

1. Evidence storage 2117 needs two step access control leading into the room, and one step access leading out of the room. **Mark – this door already had access control on it. If they are changing the type of access control, does this change your hardware? NO, HDW SPECIFIED IS CORRECT.**

Attachments:

Official Response: Alec Luong (PGAL) responded on Monday, August 6th, 2018 at 7:48AM CDT

- 1) Issue for Bid TY1.201 has a card reader on door S1101 and the associated hardware - Contractor confirm they are seeing this as well and that the hardware is already provided for this door. Working on providing hardware set for door 1142B.
- 2) Use hardware from issue for bid set.
- 3) Use hardware from issue for bid set.
- 6) Architect confirming if door hardware change is required.
- 7) Architect confirming if door hardware change is required.

Attachments:

Official Response: Thai Tu (Horizon Group Int'l) responded on Friday, August 3rd, 2018 at 11:28AM CDT

Alec,

please respond with desired hardware for doors that changed from non access control to access control.

Attachments:

Official Response: Alec Luong (PGAL) responded on Tuesday, July 31st, 2018 at 8:04AM CDT

Contractor to provide hardware required for access control coordinated through contractors hardware supplier as the as specified hardware was not used.

Attachments:

Official Response: Thai Tu (Horizon Group Int'l) responded on Friday, July 27th, 2018 at 3:17PM CDT

Alec,

Please state what hardware type you want for doors that got changed from non access control to access control.

Attachments:

Official Response: Michelle Jordan (City of Bellaire) responded on Thursday, July 26th, 2018 at 4:28PM CDT

This appears to be correct.

Attachments:

Official Response: Alec Luong (PGAL) responded on Thursday, July 26th, 2018 at 8:00AM CDT

These are for Michelle to confirm. Please remove me.

Attachments:

All Replies:

Response from Alec Luong (PGAL) at 01:48 PM on 08/06/2018

See response from hardware supplier:

1. The City needs a card reader leading to stair B S1101 from the out side of the building (**Mark can you confirm that door S1101 has the hardware for this already. We had this configuration in our issue for bid drawings and it should have been picked up) ORIGINALLY SPECIFIED** and a card reader leading from Stair B S1101 into Corridor 1143. (**Mark – this is door 1143B. This is a new access control location. Please provide an updated door hardware set. If we already have a similar set in the drawings, just provide the set number).**
SET #37

1. Evidence Lab 2122 needs one step access control leading into the room, and no access control leading out of the room. **Mark – this door already had access control on it. If they are changing the type of access control, does this change your hardware? YES, PLEASE USE SET # 37**

1. Evidence storage 2117 needs two step access control leading into the room, and one step access leading out of the room. **Mark – this door already had access control on it. If they are changing the type of access control, does this change your hardware? NO, HDW SPECIFIED IS CORRECT.**

Attachments:

Response from Alec Luong (PGAL) at 07:48 AM on 08/06/2018

- 1) Issue for Bid TY1.201 has a card reader on door S1101 and the associated hardware - Contractor confirm they are seeing this as well and that the hardware is already provided for this door. Working on providing hardware set for door 1142B.
- 2) Use hardware from issue for bid set.
- 3) Use hardware from issue for bid set.
- 6) Architect confirming if door hardware change is required.
- 7) Architect confirming if door hardware change is required.

Attachments:

Response from Thai Tu (Horizon Group Int'l) at 11:28 AM on 08/03/2018

Alec,

please respond with desired hardware for doors that changed from non access control to access control.

Attachments:

Response from Alec Luong (PGAL) at 08:04 AM on 07/31/2018

Contractor to provide hardware required for access control coordinated through contractors hardware supplier as the as specified hardware was not used.

Attachments:

Attachment: CP 26 R2 RFI 204 WCPR 4R security change complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)

Response from Thai Tu (Horizon Group Int'l) at 03:17 PM on 07/27/2018

Alec,

Please state what hardware type you want for doors that got changed from non access control to access control.

Attachments:

Response from Michelle Jordan (City of Bellaire) at 04:28 PM on 07/26/2018

This appears to be correct.

Attachments:

Response from Alec Luong (PGAL) at 08:00 AM on 07/26/2018

These are for Michelle to confirm. Please remove me.

Attachments:

BY

DATE

COPIES TO

Coordination between Datavox, Knight, and Dailey

Comments on DBR Change Proposal Request dated 2/8/2018

Item 1 – A and B (Clarification)– The City needs a card reader leading to Stair B S1101 from the outside of the building. The City needs a card reader leading from Stair B S1101 into Corridor 1143.

Item 1-D – The City of Bellaire wants to keep the card readers on the two sets of doors on the plan west wall of Auditorium room 1136.

Item 2 – D – The City wants to keep the card reader leading from Conference Room 1216 to Corridor 1251.

Item 3 – B – Microphones are not in Knight scope of work. COB to determine if they are included in Datavox scope.

Item 3 – D – COB is no longer proceeding with the Motorola coordination.

Item 3 – E and F (Clarification) – Evidence Lab 2122 needs one step access control leading into the room, and no access control leading out of the room.

Item 3 – G – Evidence storage 2117 needs two step access control leading into the room, and one step access leading out of the room.

Other comments per meeting on 4-26-2018

1. Knight to remove two-way intercoms into men's and women's jail cells. Dailey to remove electrical connections for said intercoms. (Clarification – The intercom systems between the booking station and the isolation and holding cells (2156, 2157, 2158) remain unchanged.
2. City of Bellaire to ask Datavox to provide a loudspeaker system from Dispatch (2127) to Corridor 2173 and 2174.
3. Keypad shown from AFIA to Juvenile Holding needs to be relocated to Vestibule 2166.

Questions from COB

1. Item 6 – A – What was the purpose of this conduit? Is it still necessary?



PROJECT NO: 17005
PROJECT: BELLAIRE MUNICIPAL FACILITIES
CLIENT: CITY OF BELLAIRE
ARCHITECT: PGAL
CHANGE PROPOSAL: CP 26 R2 RFI 204, WCPR #4R security revisions
PROPOSAL DATE: 11/12/2018

DIV.	NAME	CITY HALL/CIVIC CENTER	POLICE DEPARTMENT/ COURTS	COMMENTS
	Avalon	1,770	-	frames
	Himmel	8,589	546	hardware
	JDR	615	55	door remove & reinstall
	Dailey	814	-	electrical
	Protech	100	100	fire alarm (allowance)
	Knight	excl	excl	by others
	DataVox	excl	excl	by others
	SUBTOTAL - COST OF WORK	11,888	701	
	BUILDER'S RISK INSURANCE	30	2	0.24%
	GENERAL LIABILITY	48	3	0.39%
	FEE: 2.75%	341	20	2.75%
	TOTAL COST WITHOUT BOND	12,307	726	
	BOND	97	6	0.78%
	TOTAL COST WITH BOND	12,404	731	13,135

Notes:

1. Lead time for doors & hardware is approximately 6 weeks after NTF
2. Work priced to be performed during normal business hours, Monday thru Friday
3. This scope, if accepted, will not be complete prior to CH nor PD scheduled final completion and is exempt from being required for final completion / turnover completion requirements
4. Pricing is valid until Nov 19. Additional costs and time may be required if NTP is not issued prior to this date
5. Pricing excludes other costs to rework finishes that were identified in WCPR #4. Reimbursable rework costs are for RFI 204 only
6. Owner's direct subcontractors (Knight, DataVox, etc.) and costs incurred due to those subs are excluded
7. Excluded are all costs for damage & repair of ceilings, gypsum & re-painting due to work resulting from this change order



CONFIDENTIAL PROPOSAL

Specification Section 081216

Project Bellaire City Hall

Proposal Number **7327-2-2**
Purchase Order

Recipient
Joseph Costello
Christensen Building Group
15425 N Freeway
Houston TX 77090
Phone: (281) 902-6300
Email: joseph@christensenbuilding.com

Avalon Contact
John Carleton
Email: sales@avalonint.com

Architect
Phone:

Project Information					
Wall Size:	4 7/8"	Aluminum Finish:	Clear Anodized	Glass Thickness:	1/4"
Profile Size:	1 1/2"	Freight Terms:	1 Ground Shipment Included	Gasket Color:	Black
Product:	Avalon Eagle	Production Time:	4 - 6 Weeks	Door Seal:	Grey Wool Pile
				Lump Sum Price:	\$ 1,080.00
#1143B, 1200, 1216A - HW Hinge, EPT, & DPS Preps					
Expedited Shipment 3 - 5 Days					\$ 200.00

	Sub Total:	\$ 1,280.00
Machine Set-Up	\$	275.00
Crating Estimate	\$	40.00
Freight Estimate	\$	375.00
Project Total:		\$ 1,970.00 \$1,770

Qualifications

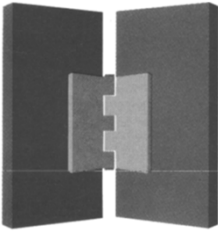
Doors and glass are not included unless noted otherwise (U.N.O).
Machining limited to Avalon's standard U.N.O.
All frames are non-rated U.N.O.
Hardware preps listed below are included.
Frames are prepped for maximum standard weight 4 1/2" hinges & 4 7/8" ASA strike only.
All aluminum glazing components are shipped stock length 9'4" or 12'6" for field cutting U.N.O.
Plans, specifications, and hardware schedule are not reviewed U.N.O.
Review of the approved hardware schedule is not included.
Shop drawings are included after receipt of final door and hardware schedule.
Production time begins after final shop drawings are approved.
Price protection beyond 30 days requires a production release - 3% per quarter increase.
All credit card payments have a 3% surcharge.

Notes

All Frames Boxed & Tagged Per Opening
Extended Lip Strike Not Required
Sidelight Components Pre-Cut
Full Shop Drawings Included
Freight Included

- Order Placement Checklist
- ☐ Approved door and hardware schedule with machining templates.
 - ☐ For custom color, color sample must be sent.
 - ☐ Desposit, if required.
 - ☐ Must have authorized signature.
 - ☐ Received signed Terms & Conditions.

x



HIMMEL'S

ARCHITECTURAL DOORS & HARDWARE

OFFICE 225-673-8777 FAX 225-673-6109
P.O. BOX 960 PRAIRIEVILLE, LA. 70769-0960

QUOTATION

NUMBER: 300882

TO: CHRISTENSEN BUILDING GROUP, LLC
ATTN: JOSEPH COSTELLO
FAX#: Via: Email
JOB: BELLAIRE - POLICE DEPARTMENT & COURT

PLEASE INDICATE ABOVE NUMBER WHEN ORDERING

QUOTATION DATE	09/18/2018	SALESPERSON	JOSE YBARRA
INQUIRY DATE	09/05/2018	INQUIRY NUMBER	WCPR-004

*****PLEASE NOTE ALL ITEMS AND QUANTITIES AS LISTED, ALL OTHERS ARE EXCLUDED*****

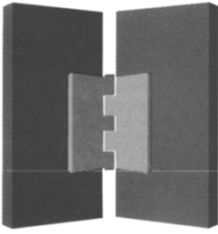
	SHIPPED VIA	TERMS
	HIMMEL'S	CHG. NET 30

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Door 2122 - change to Hw Set 37.0 Door 2122 - change to Hw Set 37.0 New Best Elec Lock 45HW-7DEU79H 626 Original lock to be turned over to Owner for Attic Stock		\$448.00
		Freight	\$48.00
		OH&P 10%	\$49.60
		Sales Tax 0%	\$0.00
		TOTAL	\$545.60

Accepted by: _____

Date: _____

Himmel's excludes all of the following unless noted: Installation of Material, All Aluminum Frames, Aluminum Doors, Aluminum Windows, Glass and Glazing, Mechanical Louvers, Bituminous Coatings, Prefinishing and Sealing and all Applicable Taxes.



HIMMEL'S

ARCHITECTURAL DOORS & HARDWARE

OFFICE 225-673-8777 FAX 225-673-6109
P.O. BOX 960 PRAIRIEVILLE, LA. 70769-0960

QUOTATION

NUMBER: 300866

TO: CHRISTENSEN BUILDING GROUP, LLC
ATTN: JOSEPH COSTELLO
Via: Email
JOB BELLAIRE - CITY HALL

PLEASE INDICATE ABOVE NUMBER WHEN ORDERING

QUOTATION DATE	09/18/2018	SALESPERSON	JOSE YBARRA
INQUIRY DATE	09/05/2018	INQUIRY NUMBER	WCPR-004

*****PLEASE NOTE ALL ITEMS AND QUANTITIES AS LISTED, ALL OTHERS ARE EXCLUDED*****

	SHIPPED VIA	TERMS
	HIMMEL'S	CHG. NET 30

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	Door 1143B - New wood door and hardware, security revision		\$1,458.79
1	3-0 x 8-10 x 1 3/4 flush wood door 45min rated		
1	Hw Set 37		
	New Aluminum frame provided by others		
	Door 1200 - New wood door and hardware, security revision		\$4,655.96
2	3-0 x 8-10 x 1 3/4 FG wood door		
1	Hw Set 18		
	New Aluminum frame provided by others		
	Door 1216A - New wood door and hardware, security revision		\$1,428.14
1	3-0 x 8-10 x 1 3/4 FG wood door		
1	Hw Set 38		
	New Aluminum frame provided by others		
	Original door and hardware not used to be turned over to Owner for Attic Stock.		
		Freight	\$265.00
		OH&P 10%	\$780.79
		Sales Tax 0%	\$0.00
		TOTAL	\$8,588.68

Accepted by: _____

Date: _____

Himmel's excludes all of the following unless noted: Installation of Material, All Aluminum Frames, Aluminum Doors, Aluminum Windows, Glass and Glazing, Mechanical Louvers, Bituminous Coatings, Prefinishing and Sealing and all Applicable Taxes.

PROJECT NAME: BELLAIRE CITY HALL
PROJECT #: 7327

AVALON INTERNATIONAL ALUMINUM
FRAME SCHEDULE 2 of 3

8/20/2017
FACE: 2" COLOR: CLEAR ANODIZED

03 OF 55

AVALON
INTERNATIONAL
ALUMINUM

Notes:

ITEM#	FRAME#	SWING /HAND	EV	THROAT	DOOR	SL/ BL (DL INCHES)	HW	FR	TYPE	FABRICATION NOTES
32	1127	LH	9	478	36810		43	45	001	HW HINGE
33	1129A	LH	23	478	30810	36.25 FHSL	38		W42	HW HINGE, EPT10, DPS
34	1129B	RH	24	478	30810	36.25 FHSL	30		W43	
35	1130	RH	29	478	3070		26	45	001	HW HINGE
36	1131A	RH	8	478	30810		30		001	
37	1131B	RH	25	478	30810	72 FHSL	30		W44	
38	1132A	LH	4	478	30810		39		001	HW HINGE
39	1132B	CO	1	478	30810		55		001	FLUSH FRAME, PIVOT 7255J, COS 6031
40	1132C	CO	1	478	30810		55		001	FLUSH FRAME, PIVOT 7255J, COS 6031
41	1133	LH	4	478	30810		13		001	HW HINGE
42	1134	RH	4	478	30810		13		001	HW HINGE
43	1135	LH	5	478	30810		32		001	
44	1137	PR	13	478	60810		44		001	FB458, (SPECIFY ACTIVE HAND), COS90S
45	1138A	PR	11	478	60810		46	45	001	FB51T/FB61T, (SPECIFY ACTIVE HAND)
46	1138B	PR	11	478	60810		46	45	001	FB51T/FB61T, (SPECIFY ACTIVE HAND)
47	1139	PR	18	478	60810	62 FHSL, 62 FHSL	17		W15	HW HINGE
48	1143B	LH	3	478	30810	37	41	45	001	HW Hinge, EPT 10, DPS
49	1144	RH	6	478	30810		36		001	HW HINGE, EPT10, DPS
50	1200	PR	28	478	60810	34.9375 FHSL, 34.9375 F 18	47		W47	HW Hinge, EPT 10, DPS
51	1201	RH	20	478	30810	30 FHSL	30		W39	
52	1202	LH	8	478	30810		30		001	
53	1203	LH	8	478	30810		32		001	
54	1204	LH	21	478	30810	30 FHSL	30		W40	
55	1205	RH	20	478	30810	30 FHSL	30		W39	
56	1206	LH	6	478	30810		38		001	HW HINGE, EPT10, DPS
57	1207	RH	20	478	30810	30 FHSL	30		W39	
58	1208	LH	2	478	30810		42	45	001	HW HINGE
59	1210	LH	21	478	30810	30 FHSL	30		W40	
60	1212	PR	19	478	60810	30.3125 FHSL, 30.3125 FHSL	48		W17	EPT10, DPS
61	1213	LH	21	478	30810	30 FHSL	30		W40	
62	1214	LH	7	478	30810		49		001	HW HINGE, NO STRIKE
63	1215	PR	10	478	40810		44		001	FB458, (SPECIFY ACTIVE HAND), COS90S

COS = CONCEALED OVERHEAD STOP
EPT = ELECTRIC POWER TRANSFER

FHSL = FULL HEIGHT SIDELIGHT
DPS = DOOR POSITION SWITCH

FB = FLUSH BOLT

Customer: DOOR EAGLE, LLC
Project: BELLAIRE CITY HALL
City: BELLAIRE
Architect: PGAL
State: TX

Attachment: CP 26 R2 RFI 204 WCPR 4R security change complete (2745 : Municipal Facilities Project -

PROJECT NAME: BELLAIRE CITY HALL
PROJECT #: 7327

AVALON INTERNATIONAL ALUMINUM
FRAME SCHEDULE 3 of 3

8/20/2017
FACE: 2" COLOR: CLEAR ANODIZED

04 OF 55

AVALON
INTERNATIONAL
ALUMINUM

Notes:

ITEM#	FRAME#	SWING /HAND	EV	THROAT	DOOR	SL/ BL (DL INCHES)	HW	FR	TYPE	FABRICATION NOTES
64	1216A	RH	20	478	30810	30 FHSL 38	31		W39	HW Hinge, EPT 10, DPS
65	1216B	RH	6	478	30810		38		001	HW HINGE, EPT10, DPS
66	1217	RH	8	478	30810		32		001	
67	1218	LH	21	478	30810	30 FHSL	30		W40	
68	1219	RH	20	478	30810	30 FHSL	30		W39	
69	1220	RH	7	478	30810		49		001	HW HINGE, NO STRIKE
70	1221	PR	10	478	40810		44		001	FB458, (SPECIFY ACTIVE HAND), COS90S
71	1222	CO	31	478	60810		53		001	
72	1223	RH	8	478	30810		33		001	
73	1224	LH	8	478	30810		33		001	
74	1226	RH	27	478	30810	126 FHSL	49		W46	HW HINGE, NO STRIKE
75	1227	RH	8	478	30810		32		001	
76	1228	RH	20	478	30810	30 FHSL	30		W39	
77	1229	RH	8	478	30810		32		001	
78	1230	PR	14	478	60810		45		001	FB51T/FB61T, (SPECIFY ACTIVE HAND)
79	1231	LH	2	478	30810		42	45	001	HW HINGE
80	1232	RH	20	478	30810	30 FHSL	30		W39	
81	1233	RH	20	478	30810	30 FHSL	30		W39	
82	1234	LH	21	478	30810	30 FHSL	30		W40	
83	1235	RH	26	478	30810	122.25 FHSL	31		W45	
84	1236	LH	21	478	30810	30 FHSL	30		W40	
85	1237	LH	21	478	30810	30 FHSL	30		W40	
86	1238	RH	20	478	30810	30 FHSL	30		W39	
87	1239	RH	20	478	30810	30 FHSL	30		W39	
88	1240	LH	21	478	30810	30 FHSL	30		W40	
89	1241	LH	21	478	30810	30 FHSL	30		W40	
90	1242	LH	21	478	30810	30 FHSL	30		W40	
91	1243	RH	8	478	30810		30		001	
92	1245	PR	12	478	40810		45		001	FB51T/FB61T, (SPECIFY ACTIVE HAND)
93	1246	RH	6	478	30810		38		001	HW HINGE, EPT10, DPS
94	1247A	LH	30	478	30810		38	45	001	HW HINGE, EPT10, DPS
95	1247B	RH	6	478	30810		38		001	HW HINGE, EPT10, DPS

COS = CONCEALED OVERHEAD STOP
EPT = ELECTRIC POWER TRANSFER

FHSL = FULL HEIGHT SIDELIGHT
DPS = DOOR POSITION SWITCH

FB = FLUSH BOLT

Customer: DOOR EAGLE, LLC
Project: BELLAIRE CITY HALL
City: BELLAIRE State: TX
Architect: PGAL

Attachment: CP 26 R2 RFI 204 WCPR 4R security change complete (2745 : Municipal Facilities Project -



www.jdrdoors.com

1500 Westheimer Rd.
Suite 200
Houston, TX. 77056

281-528-1999 Tel

RFI 204 replace doors for new ones with EPTs

remove existing doors	3	25	75
receive & install new doors	3	180	540
CH total			615
Change hardware	1	55	55
PD total			55
Total			670

ADJUSTMENT FOR CHANGES IN WORK

PROJECT NO: REQUEST FOR PROPOSAL NO. _____ DATE: 10/1/2018

PROJECT TITLE: BELLAIRE MUNICIPAL FACILITIES
CONTRACTOR: DAILEY ELECTRIC, INC.

DESCRIPTION OF CHANGE IN WORK: Changes to Card readers per RFI 204. City Hall Building.

PCO #H10065-24AR1

****DESCRIPTION**** USE SEPARATE LINE FOR LABOR, MATERIAL, EQUIPMENT, OR OTHER	QUANTITY REQUIRED	UNIT MEASURE	COST PER UNIT	LABOR EXTENSIO N	MATERIAL EXTENSION	SUB CONTRACT
3/4" EMT	60	FT	0.69	3.00	41.40	
3/4" EMT CONN. - W/T STEEL	4	EA	1.98	0.56	7.92	
3/4" EMT COUP. - W/T STEEL	4	EA	2.22	1.20	8.88	
3/4" EMT CONN. - SET-SCREW STEEL	6	EA	0.74	0.60	4.44	
3/4" EMT COUP. - SET-SCREW STEEL	3	EA	0.78	0.15	2.34	
3/4" STRAP (ONE HOLE)	12	EA	0.29	0.48	3.48	
4" SQ. - 2-1/8" DEEP	5	EA	1.68	1.50	8.40	
4" SQ. 1G P.R.	5	EA	1.17	0.75	5.85	
BOX SUPPORT	5	EA	1.76	1.25	8.80	
FASTENERS	12	EA	0.22	0.24	2.64	
PULL WIRE	60	FT	0.02	0.18	1.20	
LABOR						
FOREMAN	0.99	Hr.	40.26	39.90		
ELECTRICIAN	4.96	Hr.	35.87	177.74		
ELECTRICIAN HELPER	4.96	Hr.	27.26	135.07		
PROJECT MANAGEMENT/SUPERVISION	2.00	Hr.	49.02	98.04		

SUBTOTALS 450.75 95.35 0

(A) SUBTOTAL LABOR + MATERIALS + EQUIPMENT + OTHER	546
(B) PAYROLL TAXES AND INSURANCE: 43% OF LABOR	194
(C) CONSUMABLE MATERIALS (8.25%) TAX	0
(D) SUBTOTAL	740
(E) PLUS PROFIT & OVERHEAD 10 %	74
TOTAL THIS CHANGE	814



December 7, 2018

Ms. Michelle Jordan
 City of Bellaire Parks, Rec and Facilities Project Manager
 7008 South Rice Avenue
 Bellaire, TX 77401
Sent via email to Michelle Jordan at mjordan@bellairetx.gov

Re: City of Bellaire Municipal Facilities Project
 Subject: Change Proposal 27 R2 RFI 244 & 257 CH + PD fused disconnect negotiation

Michelle,

Attached are revised costs for RFI 244 & 257 CH + PD fused disconnects per our meeting held on Nov 1, 2018

<u>Bldg.</u>	<u>RFI Description</u>	<u>Value</u>
CH 244 / 257	CH fused disconnects	5,097
PD 244 / 257	PD fused disconnects	5,511
Total additional cost		10,607
Total cost impact this Change Proposal		10,607
Total critical path schedule impact		-

See attached qualifications including (partial list) :

1. Proposed HCJV negotiation to resolve this issue
2. Dailey reduced their original pricing by 35%
3. Work to be performed during normal working hours & requires approximately an 8 hour bldg. shut down
4. CH fused disconnect work was completed Nov 9, 2018
5. PD replacement disconnect is on back order. Work may not be complete prior to PD substantial completion

Glad to meet or discuss

Regards,
 for Horizon / Christensen JV

Joseph J Costello

Attachments: Cost Breakdown Form

xc: CBG, HGI, PGAL

APPROVALS:

Michelle Jordan – Date
 City of Bellaire

Paul Hofmann – Date
 City of Bellaire

Alec Luong – Date
 PGAL



PROJECT NO: 17005
PROJECT: BELLAIRE MUNICIPAL FACILITIES
CLIENT: CITY OF BELLAIRE
ARCHITECT: PGAL
CHANGE PROPOSAL: CP 27 R2 RFI 244 CH + PD fused disconnects
PROPOSAL DATE: 12/7/2018

DIV.	NAME	CITY HALL/CIVIC CENTER	POLICE DEPARTMENT/ COURTS	COMMENTS
	Dailey	6,159	6,159	electrical
	Kilgore	-	500	HVAC allow 2 trips / bldg. (all OT)
	HCIJV's agreement *	(1,274)	(1,378)	25% of total
	* Proposed negotiated agreement between the City of Bellaire and the HCIJV			
	SUBTOTAL - COST OF WORK	4,885	5,281	
	BUILDER'S RISK INSURANCE	12	13	0.24%
	GENERAL LIABILITY	20	21	0.39%
	FEE: 2.75%	140	152	2.75%
	TOTAL COST WITHOUT BOND	5,057	5,468	
	BOND	40	43	0.78%
	TOTAL COST WITH BOND	5,097	5,511	10,607

Notes:

1. R2 pricing represents HCJV's proposed negotiation to share in total cost of fused disconnects (25%)
2. Regardless of assertions, in the meeting, the HVJC nor Dailey recall discussing, hearing or agreeing that the costs would be shared nor that everyone was going to take a piece of the pie, starting with Dailey
3. During the meeting, it was clearly stated that there were conflicting drawings & specs
4. Per meeting held Nov 1, 2018, COB directed the work to proceed
5. Dailey reduced their original pricing by 35%
6. Work to be performed during normal business hours & requires approximately an 8 hour bldg. shut down
7. CH portion of the fused disconnect work was completed Nov 9, 2018
8. Shutdown for **PD** disconnect requires Owner to operate emergency generator at **existing City Hall** (without AC)
9. Allowance has been included for Kilgore to confirm correct HVAC shut down sequence & restart (not spent on CH)
 - separate trip charge to shut down and separate to start up per bldg.
10. Pricing excludes all other costs not explicitly identified herein (excludes CenterPoint, generator & fuel costs, stand by personnel, etc.)
11. PD replacement disconnect is on back order. Work may not be complete prior to PD substantial completion



November 23, 2018

Ms. Michelle Jordan
 City of Bellaire Parks, Rec and Facilities Project Manager
 7008 South Rice Avenue
 Bellaire, TX 77401
Sent via email to Michelle Jordan at mjordan@bellairetx.gov

Re: City of Bellaire Municipal Facilities Project
 Subject: Change Proposal 27 R1 RFI 257 & 244 CH + PD fused disconnects

Michelle,

Attached are revised costs for RFI 244 CH + PD fused disconnects per our meeting held on Nov 1, 2018

<u>Bldg.</u>	<u>RFI Description</u>	<u>Value</u>
	CH 257 / 244 CH fused disconnects	6,948
	PD 257 / 244 PD fused disconnects	6,948
	Total additional cost	13,896
	 Total cost impact this Change Proposal	 13,896
	Total critical path schedule impact	-

See attached qualifications including (partial list) :

1. Dailey reduced their original pricing by 35%
2. Work to be performed during normal working hours & requires approximately an 8 hour bldg shut down
3. CH fused disconnect work was completed Nov 9, 2018
4. PD replacement disconnect is on back order. Work may not be complete prior to substantial completion

Glad to meet or discuss

Regards,
 for Horizon / Christensen JV

Joseph J Costello

Attachments: Cost Breakdown Form

xc: CBG, HGI, PGAL

APPROVALS:

Michelle Jordan – Date
 City of Bellaire

Paul Hofmann – Date
 City of Bellaire

Alec Luong – Date
 PGAL

Horizon | Christensen, a joint venture
 4204 Bellaire Boulevard
 Houston, Texas 77025
 Phone: (713) 660-8282

Project: City of Bellaire Municipal Buildings
 7008 S Rice Avenue
 Bellaire, Texas 44401

CH and PD main service disconnect

TO: Michelle Jordan (City of Bellaire)	FROM: Thai Tu (Horizon Group Int'l) 4204 Bellaire Boulevard Houston, Texas 77025
DATE INITIATED: 11/02/2018	STATUS: Open
LOCATION: City Hall and Police	DUE DATE: 11/07/2018
PROJECT STAGE:	COST CODE:
SUB JOB:	SCHEDULE IMPACT: TBD
COST IMPACT: Yes (Unknown)	SPEC SECTION: 260000 - Electrical
DRAWING NUMBER:	REFERENCE:
LINKED DRAWINGS:	
RECEIVED FROM: Kevin Nielsen (Dailey Electric, Inc.)	
COPIES TO: Thai Tu (Horizon Group Int'l)	

Question from Thai Tu (Horizon Group Int'l) at 08:49 AM on 11/02/2018

Per today's meeting on 11/01/2018 with COB (Michelle Jordan), PGAL (Alec Luong), DBR (Butch Gilbert), and HCJV (Joe and Kelsey). Daily will be changing the 800A/NF disconnects to a 800A/F disconnects to both City Hall and Police buildings.

Awaiting an Official Response

All Replies:

Response from Thai Tu (Horizon Group Int'l) at 08:53 AM on 11/06/2018

Per DBR email proposed plan is acceptable

Attachments:

[FW RFI #0257 CH and PD main service disconnect resp 2.msg](#)

Response from Thai Tu (Horizon Group Int'l) at 08:29 AM on 11/06/2018

Please see DBR response on behalf of Butch Gilbert:

1. Drawings and specifications were discussed based on DBR's email.
2. Electrical Contractor indicated they priced the one-line diagrams and not the site plans.
3. Electrical Contractor indicated they grounded the neutral as indicated on the one-lines.
4. Butch indicated the available fault current exceeds the rating of a non-fused disconnect. Butch indicated a fault on the line side would cause the disconnect to blow up and could possibly damage the down stream equipment.
5. It was agreed to replace the non-fused disconnect switches on both buildings with fused disconnect.
6. Contractor will submit a RFI for A/E responses.

Contractor will proceed with the work and the cost will be negotiated

Attachments:

[FW RFI #0257 CH and PD main service disconnect.msg](#)

BY _____

DATE _____

COPIES TO _____

November 1, 2018

City of Bellaire - City Hall / Civic Center and Police / Municipal Court Buildings

1. Drawings and specifications were discussed based on DBR's email.
2. Electrical Contractor indicated they priced the one-line diagrams and not the site plans.
3. Electrical Contractor indicated they grounded the neutral as indicated on the one-lines.
4. Butch indicated the available fault current exceeds the rating of a non-fused disconnect. Butch indicated a fault on the line side would cause the disconnect to blow up and could possibly damage the down stream equipment.
5. It was agreed to replace the non-fused disconnect switches on both buildings with fused disconnect.
6. Contractor will submit a RFI for A/E responses.
7. Contractor will proceed with the work and the cost will be negotiated.

Please forward to the appropriate attendees.



C. B. Gilbert III PE
Associate Partner | Electrical Practice Area Leader

Gilbert, Butch

From: Ashkar, Ayman
Sent: Tuesday, October 30, 2018 2:06 PM
To: Kelsey Heien
Cc: Alec Luong (aluong@pgal.com); MacDonald, Erik; Gilbert, Butch
Subject: Bellaire disconnect switch

Kelsey,

There are 3 locations in our documents that indicate the switch to be fused type.

- 1- The floor plan (MEP1.01 keyed note 10) clearly shows this as a service rated fused disconnect. This note shows 800 AF (fused). See below

10 PROPOSED LOCATION FOR NEW 800A CT CABINET, ME STANDARDS, AND 800AF/3P/3R SERVICE ENTRANCE CONTRACTOR SHALL PROVIDE CONDUIT BETWEEN CT ,

- 2- The specs calls for the switch to be suitable for service entrance. This means it needs to be fused disconnect.

Specification section 262816, 2.02, G requires all service entrance disconnect switches shall be suitable for use as service entrance equipment when installed in accordance with the National Electrical Code.

VFDs are serving the motor. Provide conductors from contacts to the
 De-energizing the disconnect switch shall signal VFD to stop.

G. Service Entrance

Switch shall be suitable for use as service entrance equipment when the National Electrical Code.

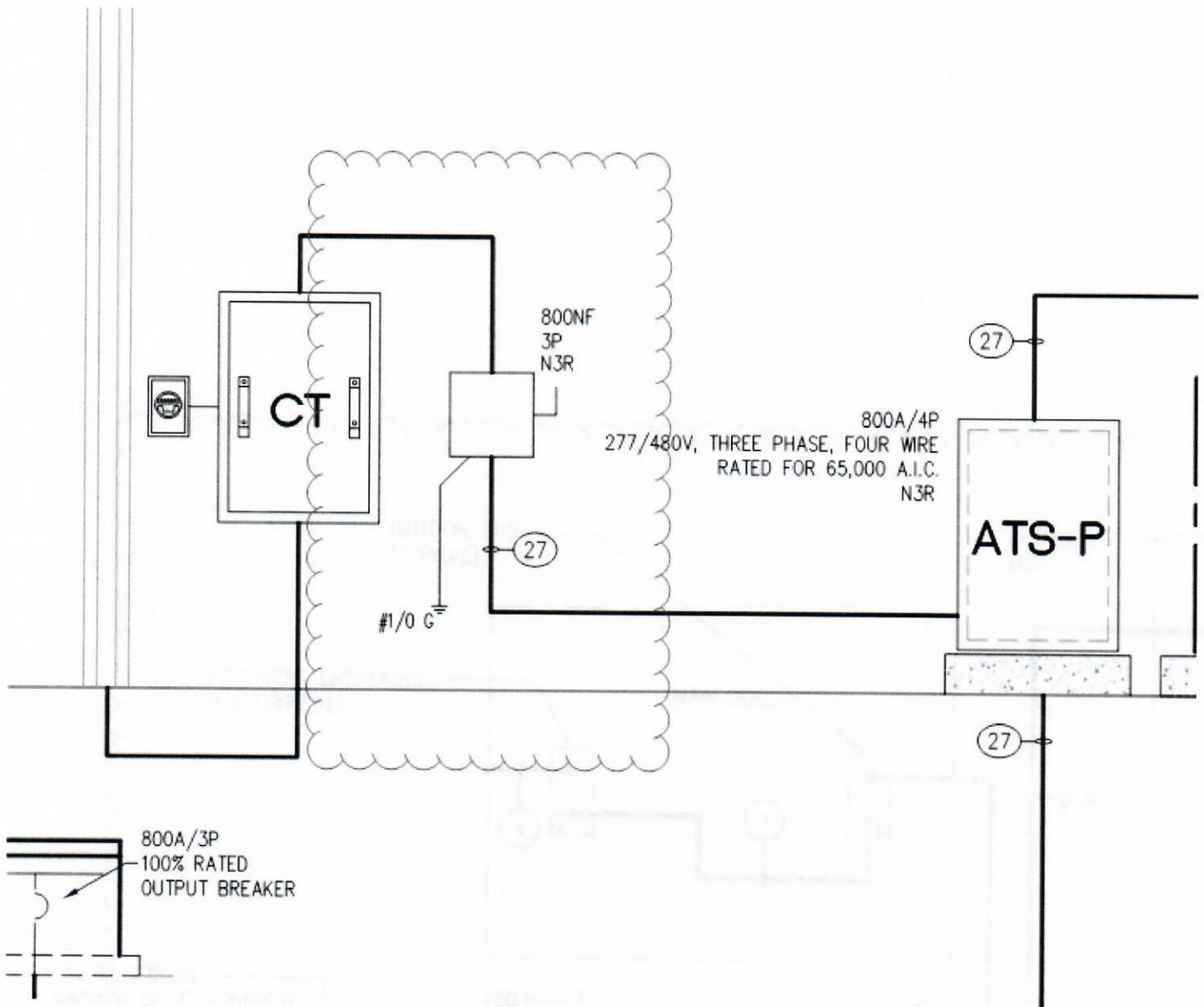
PART 3 - EXECUTION

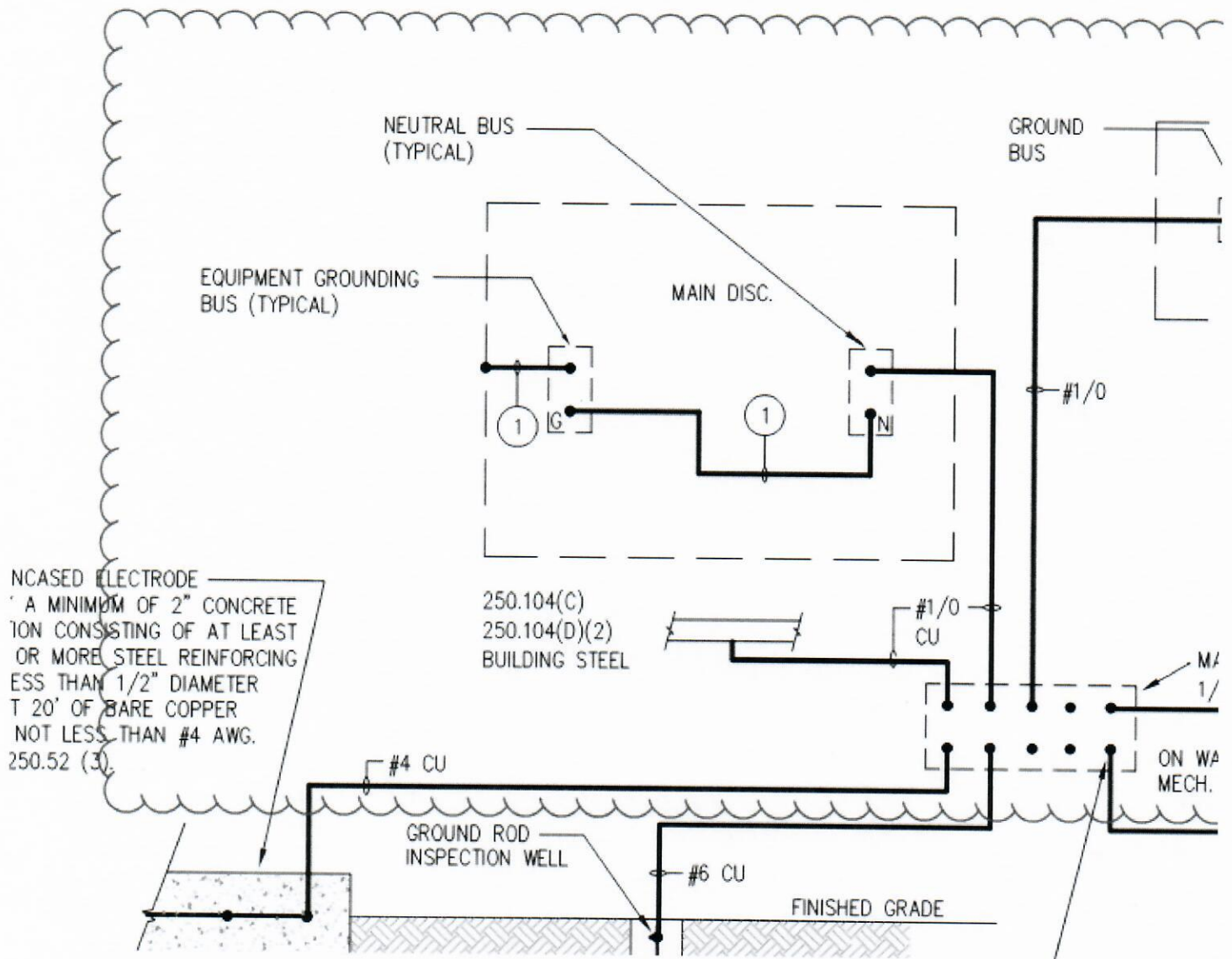
3.01 GENERAL

- A. Install safety and disconnect switches, including electrical connecti
 with manufacturer's written instructions NEC and recognized industr

- 3- Per NEC 230.90, service equipment requires that the service conductors shall have overload protection.

The oneline diagram and 20/E4.01, show the main bonding jumper in the main disconnect. This main bonding jumper only happens in the service disconnecting means.





Therefore a fused disconnect or circuit breaker is required per plans, specifications and National Electrical Code.

If there are any discrepancies between the drawings, specifications an RFI should have been issued. Also, the specifications requires the contractor to use the more stringent method.

Please let me know if you have any questions.

Thanks,

Ayman H. Ashkar PE, LEED Green Associate
Vice-President



Joseph Costello

From: Audra Lawrie (DBR Engineering Consultants) <Horizon_Christensen@procoretech.com>
Sent: Monday, November 5, 2018 9:13 AM
To: THAI TU
Subject: FW: RFI: #0257: CH and PD main service disconnect

City of Bellaire Municipal Buildings



More details: [View online](#)  [View PDF](#)

From: Audra Lawrie (DBR Engineering Consultants)
Date: Monday, November 5, 2018 at 07:55 am CST
Sent To: Thai Tu (Horizon Group Int'l)
 Alec Luong (PGAL)
 Butch Gilbert (DBR Engineering Consultants)
CC: Audra Lawrie (DBR Engineering Consultants)
 Erik MacDonald (DBR Engineering Consultants)
Attachments: [2018-11-05 - RFI 0257 Response CH and PD Main Svc Disconnect-cbg.pdf](#)

"This is acceptable. Refer to specifications for approved manufacturers."
 CBG III/al

Please change the pending RFI status to no longer pending.

Sent from Procore

RFI Details

This RFI is due on Wednesday, November 7, 2018.

QUESTION 1

Asked By: Thai Tu (Horizon Group Int'l)
Date: Fri Nov 2, 2018 at 08:49 am CDT
Location: City Hall and Police
Question: Per today's meeting on 11/01/2018 with COB (Michelle Jordan), PGAL (Alec Luong), DBR (Butch Gilbert), and HCJV (Joe and Kelsey). Daily will be changing the 800A/NF

Attachment: CP 27 R2 RFI 244 + 257 CH + PD fused disconnects complete (2745 : Municipal Facilities Project - Horizon Christensen Change

disconnects to a 800A/F disconnects to both City Hall and Police buildings.

Attachments: **None**

ADDITIONAL DETAILS

Project: **City of Bellaire Municipal Buildings**

Subject: **CH and PD main service disconnect**

Date Initiated: **11/02/18**

Created By: **Thai Tu (Horizon Group Int'l)**

Assigned To: **Gilbert, Butch (DBR Engineering Consultants)
Luong, Alec (PGAL)**

Responsible Contractor: **Dailey Electric, Inc.**

Received From: **Kevin Nielsen (Dailey Electric, Inc.)**

Distribution List: **Tu, Thai (Horizon Group Int'l)**

Schedule Impact: **TBD**

Cost Impact: **Yes (Unknown)**

More details: [View online](#)  [View PDF](#)

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REQUEST FOR INFORMATION

DATE: 11/1/2018

RE: Bellaire Police & Courts

TO: Christensen Builders
15425 North Freeway, Suite 330
Houston, TX 77090

FROM: DAILEY ELECTRIC, INC.
5206 Brittmoore Road
Houston, TX 77041

ATTN: Thai Tu

RFI NO: H10065- 28

TITLE OF RFI: Main Service Disconnects
DRWG & DETAIL: E1.601 & E2.601
SPEC. SECTION:

INFORMATION REQUESTED:

Per todays meeting with Michelle with COB, PGAL, DBR, HCJV & Dailey Electric, we will be changing the 800A/NF disconnects to 800A/F disconnects. This applies to the City Hall Building and the Police and Courts Building. Please confirm.

Kevin Nielsen

SIGNED

REPLY:

SIGNED

Attachment: CP 27 R2 RFI 244 + 257 CH + PD fused disconnects complete (2745 : Municipal Facilities Project - Horizon Christensen Change

Joseph Costello

From: Kevin Nielsen <KNielsen@daileyelectric.com>
Sent: Wednesday, October 24, 2018 3:12 PM
To: Kelsey Heien
Cc: Joseph Costello; Derek Baldwin
Subject: RE: 7008 S. Rice - Non-Fused Disconnects

Kelsey,

We have reviewed the e-mails below our response is that this project was not a design build project for Dailey Electric, therefore the drawings were designed, reviewed and stamped by a licensed engineer. These drawings were also reviewed and approved by the city plan reviewer. The non-fused disconnects were shown on the bid drawings and have been shown on all drawing sets including the approved for construction set of drawings. These disconnects were clearly called out as NF (non-fused) disconnects on the electrical one-line drawing which is exactly what was installed. The engineer is referencing the NEC code below but did not follow this when designing the drawings. Please let me know if the disconnects are to be replaced with fusible disconnects or enclosed circuit breakers and I will submit the change order pricing for the cost involved for approval.

Thank you,

Kevin Nielsen
 Project Manager



5206 Brittmore Road
 Houston, Tx 77041
 979-574-2692 cell
 713-465-1130 office ext. 209

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From: Kelsey Heien <kheien@hgiosa.com>
Sent: Thursday, October 18, 2018 6:58 PM
To: Kevin Nielsen <KNielsen@daileyelectric.com>
Cc: Joe Costello (joseph@christensenbuilding.com) <joseph@christensenbuilding.com>; Derek Baldwin

Attachment: CP 27 R2 RFI 244 + 257 CH + PD fused disconnects complete (2745 : Municipal Facilities Project - Horizon Christensen Change

(derek@christensenbuilding.com) <derek@christensenbuilding.com>

Subject: FW: 7008 S. Rice - Non-Fused Disconnects

Kevin – as we reviewed today, below is the PGAL response to the CPE question on fused/non fused disconnects. Please reply and send back to us. I will add to your notes and send to Owner.

Thanks

Kelsey Heien

713-416-3656

From: Michelle Jordan <MJordan@bellairetx.gov>

Sent: Thursday, October 18, 2018 12:51 PM

To: Joe Costello (joseph@christensenbuilding.com) <joseph@christensenbuilding.com>; Kelsey Heien <kheien@hgiusa.com>

Subject: FW: [External Email] RE: 7008 S. Rice - ActionItem:P-0271:kqHeL

Michelle Jordan

Project Manager

Parks, Recreation and Facilities

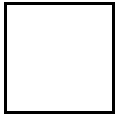
713-662-8281

From: Alec Luong <ALuong@pgal.com>

Sent: Monday, October 15, 2018 8:40 PM

To: Michelle Jordan <MJordan@bellairetx.gov>

Subject: Fwd: [External Email] RE: 7008 S. Rice - ActionItem:P-0271:kqHeL



ALEC LUONG AIA

Senior Associate

ALEXANDRIA T 703 836 0588	AUSTIN T 512 236 1005	CHICAGO T 312 856 5006	HOBOKEN T 201 984 6210	LAS VEGAS T 702 435 4448	SAN DIEGO T 619 269 5288
ATLANTA T 404 602 3800	BOCA RATON T 561 988 4002	DALLAS T 972 871 2225	HOUSTON T 713 622 1444	LOS ANGELES T 310 645 3276	

PGAL.COM



----- Forwarded message -----

From: "MacDonald, Erik" <EMacDonald@dbinc.com>

Date: Mon, Oct 15, 2018 at 10:39 AM -0500

Subject: RE: [External Email] RE: 7008 S. Rice - ActionItem:P-0271:kqHeL

To: "Alec Luong" <ALuong@pgal.com>

Cc: "Gilbert, Butch" <BGilbert@dbinc.com>, "Ashkar, Ayman" <AAshkar@dbinc.com>

Alec,

Specification section 262816, 2.02, G requires all service entrance disconnect switches shall be suitable for use as service entrance equipment when installed in accordance with the National Electrical Code.

VFDs are serving the motor. Provide conductors from contacts to the disconnect switch shall signal VFD to stop.

G. Service Entrance

Switch shall be suitable for use as service entrance equipment when the National Electrical Code.

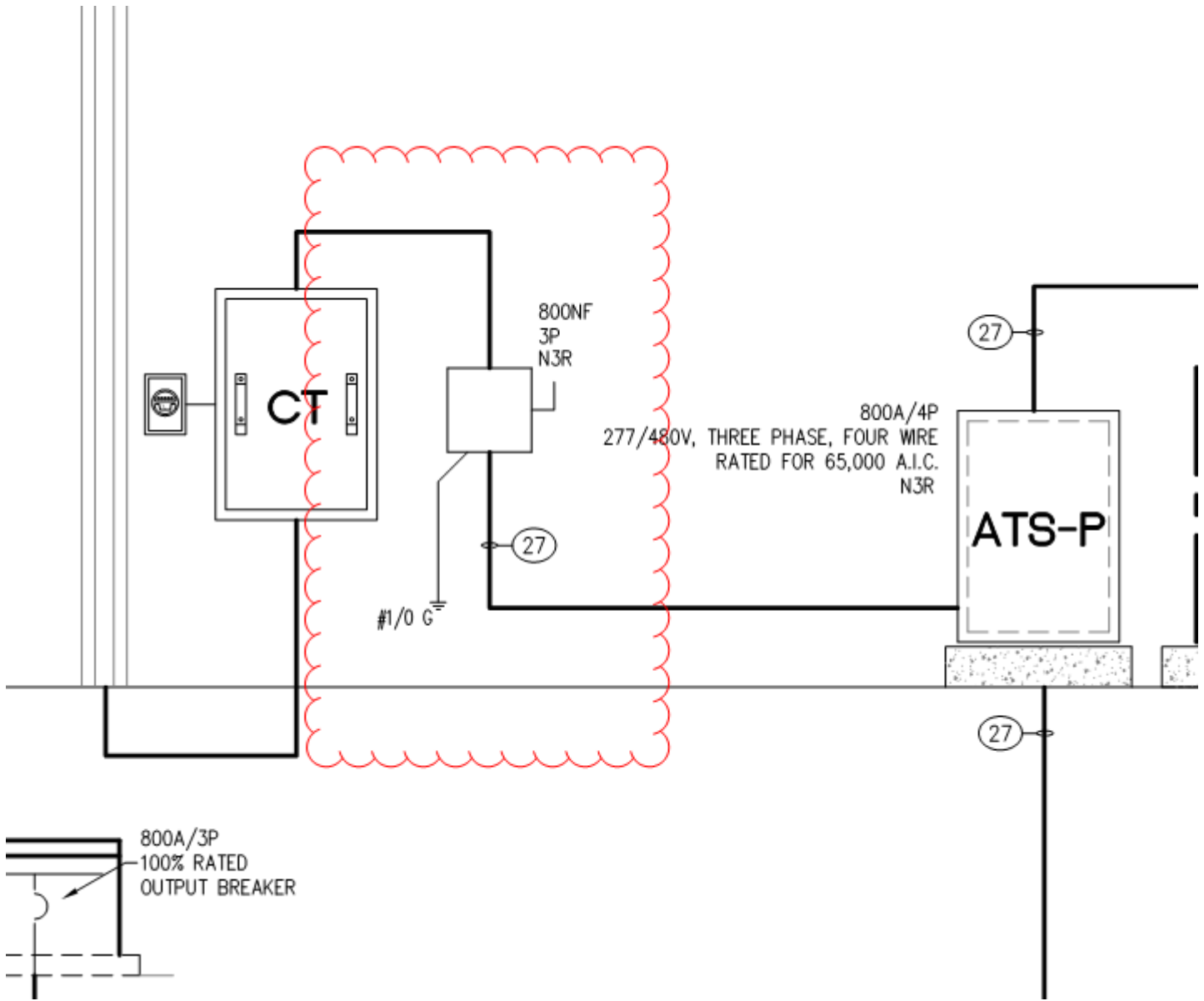
PART 3 - EXECUTION

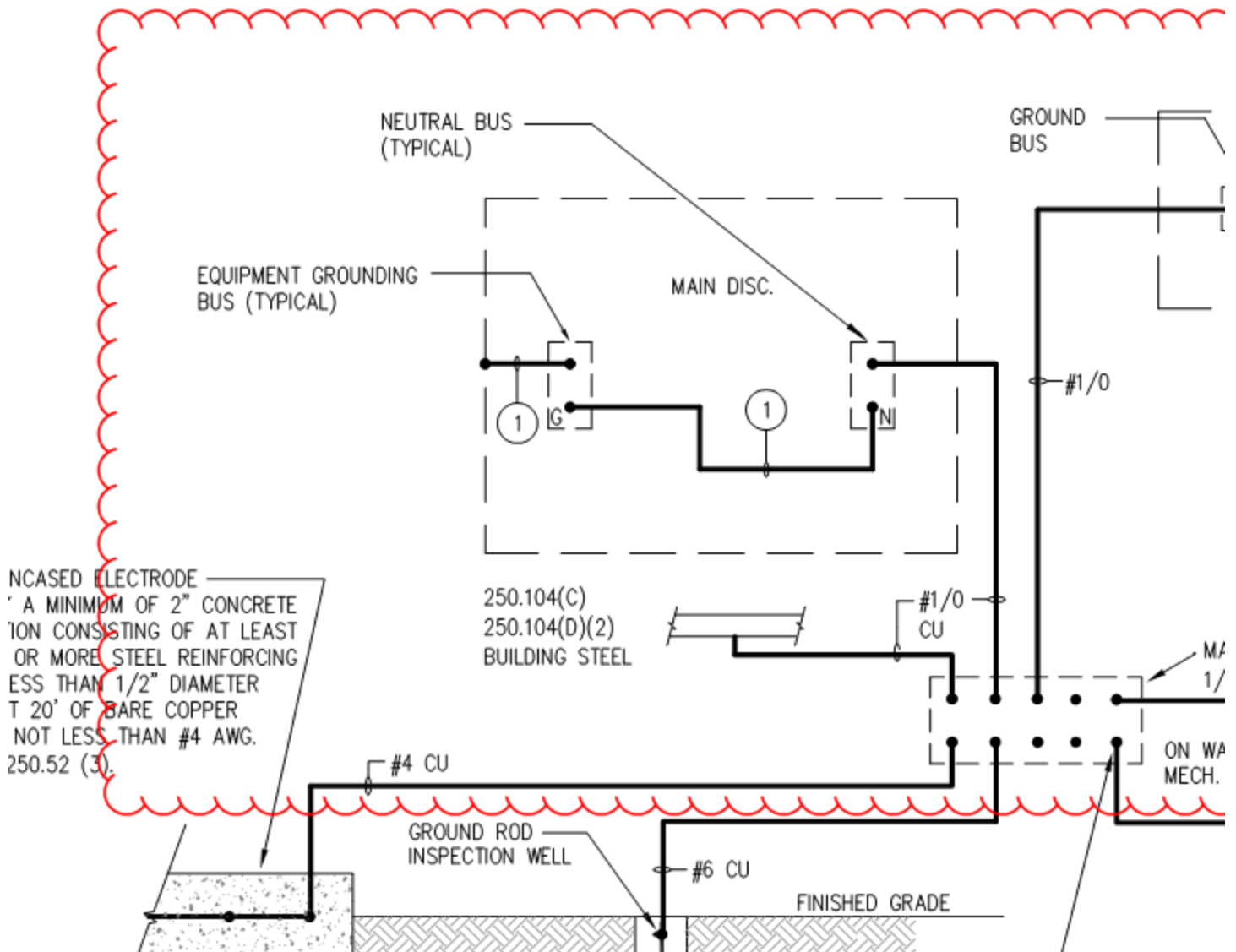
3.01 GENERAL

- A. Install safety and disconnect switches, including electrical connections with manufacturer's written instructions. NEC and recognized industry practices shall apply.

Per NEC 230.90, service equipment requires that the service conductors shall have overload protection.

The oneline diagram and 20/E4.01, show the main bonding jumper in the main disconnect. This main bonding jumper only happens in the service disconnecting means.





Therefore a fused disconnect or circuit breaker is required per plans, specifications and National Electrical Code.

Let me know if you have any additional questions or concerns.

Erik MacDonald PE
Senior Associate | Project Manager



o: 713.914.0888 c: 832.655.4605
d: 713.914.4339 w: www.dbrinc.com

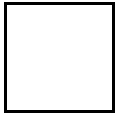


From: Gilbert, Butch
Sent: Monday, October 15, 2018 10:14 AM
To: MacDonald, Erik <EMacDonald@dbrinc.com>
Subject: Fwd: [External Email] RE: 7008 S. Rice - ActionItem:P-0271:kqHeL

Begin forwarded message:

From: Alec Luong <ALuong@pgal.com>
Date: October 12, 2018 at 10:56:38 AM CDT
To: "Ashkar, Ayman" <AAshkar@dbrinc.com>, "Gilbert, Butch" <BGilbert@dbrinc.com>
Subject: FW: [External Email] RE: 7008 S. Rice - ActionItem:P-0271:kqHeL

See below correspondence.



ALEC LUONG AIA
 Senior Associate

ALEXANDRIA T 703 836 0588	AUSTIN T 512 236 1005	CHICAGO T 312 856 5006	HOBOKEN T 201 984 6210	LAS VEGAS T 702 435 4448	SAN DIEGO T 619 269 5288
ATLANTA T 404 602 3800	BOCA RATON T 561 988 4002	DALLAS T 972 871 2225	HOUSTON T 713 622 1444	LOS ANGELES T 310 645 3276	

PGAL.COM



From: Michelle Jordan <MJordan@bellairetx.gov>
Sent: Friday, October 12, 2018 10:11 AM
To: Alec Luong <ALuong@pgal.com>; Kelsey Heien <kheien@hgiusa.com>; Joseph Costello <joseph@christensenbuilding.com>
Subject: FW: [External Email] RE: 7008 S. Rice

No fuse disconnects needed.

Michelle Jordan

Project Manager
 Parks, Recreation and Facilities
 713-662-8281

From: Colunga, Richard A <richard.colunga@CenterpointEnergy.com>
Sent: Friday, October 12, 2018 10:01 AM
To: Michelle Jordan <MJordan@bellairetx.gov>; William Davidson <wddavidson@bellairetx.gov>
Subject: RE: [External Email] RE: 7008 S. Rice

Michelle,

CenterPoint is ok with this.



Richard Colunga, P.E.
 Senior Engineer | Power Quality and Solutions
 713.945.4876 w.
CenterPointEnergy.com



From: Michelle Jordan [<mailto:MJordan@bellairetx.gov>]
Sent: Thursday, October 11, 2018 9:45 AM
To: William Davidson <wdavidson@bellairetx.gov>; Colunga, Richard A
 <richard.colunga@CenterpointEnergy.com>
Subject: [External Email] RE: 7008 S. Rice

EXTERNAL EMAIL

Mr. Colunga,
 Can we confirm Centerpoint is good so I can close this out, please?

Michelle Jordan

Project Manager
 Parks, Recreation and Facilities
 713-662-8281

From: William Davidson
Sent: Thursday, October 4, 2018 4:47 PM
To: Richard.colunga@centerpointenergy.com
Cc: Michelle Jordan <MJordan@bellairetx.gov>
Subject: 7008 S. Rice

Mr. Colunga,

The City of Bellaire has inspected and approved the electrical service equipment in its current configuration, and has no objection to the installation of the power meter.

William Davidson

Building Official
 Development Services

From: Michelle Jordan
Sent: Thursday, October 04, 2018 4:16 PM
To: William Davidson
Subject: Centerpoint

Any update?

Michelle Jordan

Project Manager
Parks, Recreation and Facilities

City of Bellaire

7008 5th Street / Bellaire, Texas 77401

O: 713-662-8281/ F: 713-662-8212

www.bellairetx.gov

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Horizon | Christensen, a joint venture
 4204 Bellaire Boulevard
 Houston, Texas 77025
 Phone: (713) 660-8282

Project: City of Bellaire Municipal Buildings
 7008 S Rice Avenue
 Bellaire, Texas 44401

CPE Service Disconnect

TO: Butch Gilbert (DBR Engineering Consultants) Michelle Jordan (City of Bellaire) Alec Luong (PGAL)	FROM: Kelsey Heien (Horizon Group Int'l) 4204 Bellaire Boulevard Houston, Texas 77025
DATE INITIATED: 09/26/2018	STATUS: Open
LOCATION:	DUE DATE: 10/01/2018
PROJECT STAGE:	COST CODE:
SUB JOB:	SCHEDULE IMPACT: TBD
COST IMPACT: Yes (Unknown)	SPEC SECTION:
DRAWING NUMBER:	REFERENCE:
LINKED DRAWINGS:	
RECEIVED FROM: Kevin Nielsen (Dailey Electric, Inc.)	
COPIES TO: Derek Baldwin (Christensen Building Group, LLC), Joseph Costello (Christensen Building Group, LLC), Kelsey Heien (Horizon Group Int'l), Michelle Jordan (City of Bellaire), Alec Luong (PGAL), Kevin Nielsen (Dailey Electric, Inc.), Thai Tu (Horizon Group Int'l)	

Question from Kelsey Heien (Horizon Group Int'l) at 11:45 AM on 09/26/2018

Original CPE Email
From: Colunga, Richard A <richard.colunga@CenterpointEnergy.com>
Sent: Tuesday, September 18, 2018 7:11 AM
To: Kevin Nielsen <KNielsen@daileyelectric.com>
Cc: Gastineau, David E <david.gastineau@centerpointenergy.com>
Subject: RE: [External Email] Bellaire PD

Kevin,

 We generally do not allow a non-service entrance rated ATS to be installed 175 Ft. upstream of the main protective/overcurrent device. Can you send me the contact information for the Bellaire City Electrical Inspector who approved this? I would like to review this with him.

 Thank you,

DBR Reply
From: Gilbert, Butch <BGilbert@dbrinc.com>
Sent: Monday, September 24, 2018 3:10 PM
To: Alec Luong <ALuong@pgal.com>; Ashkar, Ayman <AAshkar@dbrinc.com>; MacDonald, Erik <EMacDonald@dbrinc.com>; Cisneros, Hector <hcisneros@dbrinc.com>
Cc: files@dbrinc.com
Subject: RE: [External Email] Bellaire PD 160177. 000

A fused switch is required.

Official Response: Kelsey Heien (Horizon Group Int'l) responded on Wednesday, September 26th, 2018 at 11:48AM CDT
 Dailey is working to get an estimate.
 Please confirm you want to change to fused disconnects at BOTH buildings.

Attachments:

Official Response: Kelsey Heien (Horizon Group Int'l) responded on Wednesday, September 26th, 2018 at 11:46AM CDT
 CPE Request
From: Colunga, Richard A <richard.colunga@CenterpointEnergy.com>

Attachment: CP 27 R2 RFI 244 + 257 CH + PD fused disconnects complete (2745 : Municipal Facilities Project - Horizon Christensen Change

Sent: Wednesday, September 26, 2018 11:38 AM
To: Kevin Nielsen <KNielsen@daileyelectric.com>
Cc: Joseph Costello <joseph@christensenbuilding.com>; Kelsey Heien <kheien@hgusa.com>; Michael Prince <mprince@daileyelectric.com>
Subject: RE: [External Email] Bellaire PD

Please submit an updated one-line drawing. It doesn't have to be a formal one, just something that shows the exact changes so we're on the same page.

Attachments:

All Replies:

Response from Kelsey Heien (Horizon Group Int'l) at 11:48 AM on 09/26/2018

Dailey is working to get an estimate.
Please confirm you want to change to fused disconnects at BOTH buildings.

Attachments:

Response from Kelsey Heien (Horizon Group Int'l) at 11:46 AM on 09/26/2018

CPE Request
From: Colunga, Richard A <richard.colunga@CenterpointEnergy.com>
Sent: Wednesday, September 26, 2018 11:38 AM
To: Kevin Nielsen <KNielsen@daileyelectric.com>
Cc: Joseph Costello <joseph@christensenbuilding.com>; Kelsey Heien <kheien@hgusa.com>; Michael Prince <mprince@daileyelectric.com>
Subject: RE: [External Email] Bellaire PD

Please submit an updated one-line drawing. It doesn't have to be a formal one, just something that shows the exact changes so we're on the same page.

Attachments:

BY

DATE

COPIES TO



PROJECT NO: 17005
PROJECT: BELLAIRE MUNICIPAL FACILITIES
CLIENT: CITY OF BELLAIRE
ARCHITECT: PGAL
CHANGE PROPOSAL: CP 27 R1 RFI 244 CH + PD fused disconnects
PROPOSAL DATE: 11/23/2018

DIV.	NAME	CITY HALL/CIVIC CENTER	POLICE DEPARTMENT/ COURTS	COMMENTS
	Dailey	6,159	6,159	electrical
	Kilgore	500	500	allow 2 trips / bldg. (all OT)
	SUBTOTAL - COST OF WORK	6,659	6,659	
	BUILDER'S RISK INSURANCE	17	17	0.24%
	GENERAL LIABILITY	27	27	0.39%
	FEE: 2.75%	191	191	2.75%
	TOTAL COST WITHOUT BOND	6,894	6,894	
	BOND	54	54	0.78%
	TOTAL COST WITH BOND	6,948	6,948	13,896

Notes:

1. Per meeting held Nov 1, 2018, COB agreed to pay for reduced costs from Dailey
2. Dailey reduced their pricing by 35%
3. Work to be performed during normal business hours & requires approximately an 8 hour bldg. shut down
4. CH fused disconnect work was completed Nov 9, 2018
5. Shutdown for **PD** disconnect requires Owner to operate emergency generator at **existing City Hall** (without AC)
6. Allowance has been included for Kilgore to confirm correct HVAC shut down sequence & restart separate trip charge to shut down and separate to start up per bldg
7. Work is proceeding as approved by the City of Bellaire
8. Pricing excludes all other costs not explicitly identified herein (excludes CenterPoint, generator costs, stand by personnel, etc.)
9. PD replacement disconnect is on back order. Work may not be complete prior to substantial completion

ADJUSTMENT FOR CHANGES IN WORK

PROJECT NO: _____ REQUEST FOR PROPOSAL NO. _____ DATE: 11/7/2018

PROJECT TITLE: BELLAIRE MUNICIPAL FACILITIES
CONTRACTOR: DAILEY ELECTRIC, INC.

DESCRIPTION OF CHANGE IN WORK: Charges to Change the Service Disconnect on the City Hall Building to a Fusible Disconnect. This pricing is done for weekend work to avoid shutdowns during normal working hrs.
THIS PRICING EXCLUDES ANY CENTERPOINT CHARGES AND FEES FOR OVERTIME WORK.

PCO #H10065-31AR

****DESCRIPTION**** USE SEPARATE LINE FOR LABOR, MATERIAL, EQUIPMENT, OR OTHER	QUANTITY REQUIRED	UNIT MEASURE	COST PER UNIT	LABOR EXTENSIO N	MATERIAL EXTENSION	SUB CONTRACT
PANEL FASTENERS	0	EA	0.30	0.00	0.00	
REMOVE AND REINSTALL CONDUCTORS	0	EA	Q	0.00	Q	
REMOVE 800A/N3R/NF DISCONNECT	0	EA	Q	0.00	Q	
800A FUSE	3	EA	Q	0.00	Q	
800A/N3R/800AF DISCONNECT	1	EA	Q	20.00	Q	
LOT PRICING FOR QUOTED (Q) ITEMS	1	LOT	4400.00	0.00	4400.00	
LABOR						
FOREMAN	2.00	Hr.	40.26	80.52		
ELECTRICIAN	10.00	Hr.	35.87	358.70		
ELECTRICIAN HELPER	10.00	Hr.	27.26	272.60		
PROJECT MANAGEMENT/SUPERVISION	2.40	Hr.	49.02	117.65		
SUBTOTALS				829.47	4400	0
(A) SUBTOTAL LABOR + MATERIALS + EQUIPMENT + OTHER						5,229
(B) PAYROLL TAXES AND INSURANCE: 43% OF LABOR						357
(C) CONSUMABLE MATERIALS (8.25%) TAX						0
SUBTOTAL						5,586
(D) PLUS OVERHEAD				5 %		279
SUBTOTAL						5,865
(E) PLUS PROFIT				5 %		293
TOTAL THIS CHANGE						6,159

ADJUSTMENT FOR CHANGES IN WORK

PROJECT NO: REQUEST FOR PROPOSAL NO. _____ DATE: 11/7/2018

PROJECT TITLE: BELLAIRE MUNICIPAL FACILITIES
CONTRACTOR: DAILEY ELECTRIC, INC.

DESCRIPTION OF CHANGE IN WORK: Charges to Change the Service Disconnect on the City Hall Building to a Fusible Disconnect. This pricing is done for weekend work to avoid shutdowns during normal working hrs.
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PANEL FASTENERS	0	EA	0.30	0.00	0.00	
REMOVE AND REINSTALL CONDUCTORS	0	EA	Q	0.00	Q	
REMOVE 800A/N3R/NF DISCONNECT	0	EA	Q	0.00	Q	
800A FUSE	3	EA	Q	0.00	Q	
800A/N3R/800AF DISCONNECT	1	EA	Q	20.00	Q	
LOT PRICING FOR QUOTED (Q) ITEMS	1	LOT	4400.00	0.00	4400.00	
<hr/>						
LABOR						
FOREMAN	2.00	Hr.	40.26	80.52		
ELECTRICIAN	10.00	Hr.	35.87	358.70		
ELECTRICIAN HELPER	10.00	Hr.	27.26	272.60		
PROJECT MANAGEMENT/SUPERVISION	2.40	Hr.	49.02	117.65		
<hr/>						
		SUBTOTALS		829.47	4400	0
(A) SUBTOTAL LABOR + MATERIALS + EQUIPMENT + OTHER						5,229
(B) PAYROLL TAXES AND INSURANCE: 43% OF LABOR						357
(C) CONSUMABLE MATERIALS (8.25%) TAX						0
SUBTOTAL						5,586
(D) PLUS OVERHEAD			5 %			279
SUBTOTAL						5,865
(E) PLUS PROFIT			5 %			293
TOTAL THIS CHANGE						6,159



December 7, 2018

Ms. Michelle Jordan
 City of Bellaire Parks, Rec and Facilities Project Manager
 7008 South Rice Avenue
 Bellaire, TX 77401
Sent via email to Michelle Jordan at mjordan@bellairetx.gov

Re: City of Bellaire Municipal Facilities Project
 Subject: Change Proposal 6 R2 weather time extension negotiation 12.07.18

Michelle,

Attached are costs and time extensions for weather related time extensions thru March 2018 as fully identified in Change Proposal #6 dated April 9, 2018

<u>Bldg.</u>	<u>Description</u>	<u>Value</u>
CH	Weather delays	55,434
PD	Weather delays	55,434
	Total additional cost	110,868
	Total cost impact this Change Proposal	110,868
	Total critical path schedule impact	42

See attached qualifications.

Glad to meet or discuss

Regards,
 for Horizon / Christensen, a Joint Venture

Joseph J Costello

Attachments: Cost Breakdown Form

xc: CBG, HGI, PGAL

APPROVALS:

Michelle Jordan – Date
 City of Bellaire

Paul Hofmann – Date
 City of Bellaire

Alec Luong – Date
 PGAL

Attachment: CP 6 R2 weather delay negotiation 12.07.18 complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)



PROJECT NO: 17005
PROJECT: BELLAIRE MUNICIPAL FACILITIES
CLIENT: CITY OF BELLAIRE
ARCHITECT: PGAL
CHANGE PROPOSAL: CP 6 R2 Weather delays thru March 2018
PROPOSAL DATE: 12/7/2018

DIV.	NAME	CITY HALL/CIVIC CENTER	POLICE DEPARTMENT/ COURTS	COMMENTS
	Per negotiations between the City of Bellaire and the HCJV, all parties agree to:			
	42 day time extension			
	General Conditions	53,128	53,128	
	SUBTOTAL - COST OF WORK	53,128	53,128	
	BUILDER'S RISK INSURANCE	133	133	0.24%
	GENERAL LIABILITY	216	216	0.39%
	FEE: 2.75%	1,524	1,524	2.75%
	TOTAL COST WITHOUT BOND	55,002	55,002	
	BOND	432	432	0.78%
	TOTAL COST WITH BOND	55,434	55,434	110,868

Notes:

1. The City of Bellaire and the HCJV, in good faith, jointly & severally agree to this negotiated settlement
2. This negotiation supersedes any prior agreements and excludes all other costs or claims made by any & all other parties
3. Pricing excludes all other costs or impacts from all other time extension change proposals
4. Settlement excludes all other costs not explicitly included in the negotiations or identified herein
5. Excludes Owner subcontractor delays, costs & coordination



April 9, 2017

Ms. Michelle Jordan
Project Manager
City of Bellaire
7008 South Rice Avenue
Bellaire, TX 77401

Re: City of Bellaire Municipal Facilities Project
Subject: Change Proposal XXX weather delays

Michelle,

We respectfully submit our proposal for a time extension of 34 days for weather delays including Hurricane Harvey. Note this time extension is in addition to PD demo & CH gas relocation delays.

Although this proposal excludes additional general conditions (\$161,623) associated with these delays, we explicitly reserve our right to present these costs at the end of the project should the time extension actually be required.

Please see the attached documentation for additional information.

Please incorporate this change proposal into our Prime Contract.

Sincerely,
For Horizon / Christensen JV

Joseph J Costello

Attachments: Cost Breakdown Form
xc: CBG
HGI
PGAL

Michelle Jordan for the City of Bellaire

Alec Luong for PGAL

Attachment: CP 6 R2 weather delay negotiation 12.07.18 complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)

City of Bellaire Municipal Facilities
 Horizon / Christensen JV
 Weather days (thru March, 2018)
 Including Hurricane Harvey

Month	Weather days	Allowance	Time Ext	
Jun-17	2	(2)	-	
Jul-17	1	(2)	-	
Aug-17	7	(2)	5	includes Hurricane Harvey
Sep-17	13	(2)	11	includes Hurricane Harvey
Oct-17	1	(2)	-	
Nov-17	2	(2)	-	
Dec-17	10	(2)	8	
Jan-18	3	(2)	1	
Feb-18	8	(2)	6	
Mar-18	5	(2)	3	
Weather delay total			34	

Baseline schedule completion	March 26, 2019
Time ext thru Feb 2018	34
Revised completion schedule	April 29, 2019
Brett Dec 20, 2017 schedule	May 15, 2019
Short	(16)

Completion date

Brett e mail dated Dec 12, 2017 (post contract execution) confirms weather allowance of 2 days / mo discussed with COB

Article 15.1.5.2: Abnormal for a period of time, could not be reasonably anticipated and had an adverse effect on the schedule

Prime Contract is silent on contractual completion date (substantial or final)

COB amendment is silent on substantial / final completion dates

Therefore no "contractual completion date"

"Baseline schedule" was formally submitted & approved

PROJECT NO: 17005
PROJECT: BELLAIRE MUNICIPAL FACILITIES
CLIENT: CITY OF BELLAIRE
ARCHITECT: PGAL
CHANGE PROPOSAL: CP #XXXX Weather delays
PROPOSAL DATE: 4/1/2018

DIV.	NAME	CITY HALL/CIVIC CENTER	POLICE DEPARTMENT/ COURTS	COMMENTS
	Horizon Group International and Christensen Building Building Group JV (HCJV)			
	explicitly reserve our rights to both direct and additional General Condition costs			
	to be determined at a later date			
	General Conditions	70,718	70,718	50% split
	SUBTOTAL - COST OF WORK	70,718	70,718	
	BUILDER'S RISK INSURANCE	194	194	0.24%
	GENERAL LIABILITY	315	315	0.39%
	GENERAL CONDITIONS	6,732	6,732	8.33%
	FEE: 2.75%	2,222	2,222	2.75%
	TOTAL COST WITHOUT BOND	80,181	80,181	
	BOND	630	630	0.78%
	TOTAL COST WITH BOND	80,812	80,812	161,623

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

Joseph Costello

From: Michelle Jordan <MJordan@bellairetx.gov>
Sent: Wednesday, September 6, 2017 6:49 PM
To: Kelsey Heien
Cc: Derek Baldwin (derek@christensenbuilding.com); Brett Detamore; LAURA THURMOND; Alec Luong (aluong@pgal.com); JOSE AGUAYO, JR
Subject: Re: Fwd: Field Density Testing Report : City of Bellaire New City Hall and Police Station (92171236.0010)

Negative. Please do not proceed until we get an acceptable document and results back from Terracon.

Michelle Jordan
 Project Manager
 City of Bellaire
 713-662-8281

From: Kelsey Heien <kheien@hgiusa.com>
Sent: Wednesday, September 6, 2017 5:35:04 PM
To: Michelle Jordan
Cc: Derek Baldwin (derek@christensenbuilding.com); Brett Detamore; LAURA THURMOND; Alec Luong (aluong@pgal.com); JOSE AGUAYO, JR
Subject: Fwd: Field Density Testing Report : City of Bellaire New City Hall and Police Station (92171236.0010)

Michelle & All – We are proceeding with the drilling piers/pouring concrete tomorrow, Thursday, Sept. 7, morning as the test results from the Terracon site visit on 9/5/17 are within project requirements (report attached). Please let me know if there are any questions.
 Kind regards,

Kelsey Heien
 City of Bellaire Municipal Buildings Project Manager
 Horizon | Christensen, a Joint Venture
 Mobile - 713-416-3656
 Email - kheien@hgiusa.com

From: Michelle Jordan [mailto:MJordan@bellairetx.gov]
Sent: Wednesday, September 6, 2017 2:47 PM
To: Kelsey Heien <kheien@hgiusa.com>
Subject: Fwd: Field Density Testing Report : City of Bellaire New City Hall and Police Station (92171236.0010)

Michelle Jordan
 Project Manager
 City of Bellaire
 713-662-8281

From: Ivan.AcunaContreras@terracon.com <Ivan.AcunaContreras@terracon.com>
Sent: Wednesday, September 6, 2017 2:43:38 PM

Attachment: CP 6 R2 weather delay negotiation 12.07.18 complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)

Joseph Costello

From: Joseph Costello
Sent: Friday, April 13, 2018 4:05 PM
To: Joseph Costello
Subject: Bellaire Rain Days

From: Kelsey Heien <kheien@hgiusa.com>
Sent: Tuesday, February 6, 2018 11:15 AM
To: Joseph Costello <joseph@christensenbuilding.com>
Cc: Dustin Carr <dustin@christensenbuilding.com>; LAURA THURMOND <lthurmond@hgiusa.com>
Subject: FW: Rain Days

Joe – email from Jimmy regarding rain days. Jimmy, Brett and Michelle were in a meeting (I do not know who else) and all agreed to 2 days/month should be factored into the schedule. Anything above should be an extension.

Kelsey Heien
 713-416-3656

From: Jimmy McBee [<mailto:jimmy@christensenbuilding.com>]
Sent: Thursday, February 1, 2018 4:21 PM
To: Kelsey Heien <kheien@hgiusa.com>
Subject: RE: Rain Days

Kelsey,

Yes, although it isn't explicitly noted on the contract, Michelle at the City stated the 2 days/month. Anything above that can be claimed as lost time, and if a particular month receives no rain days, rain days don't transfer over to the next.

Hope that helps,

Jimmy

Jimmy McBee
 Director of Preconstruction
 Christensen Building Group, LLC
 15425 North Freeway, Suite 330
 Houston, TX 77090
 Main: 281-206-4418
 Fax: 281-823-7582
 Mobile: 281-610-5701
jimmy@christensenbuilding.com

From: Brett Detamore [<mailto:brett@christensenbuilding.com>]
Sent: Tuesday, December 12, 2017 5:12 AM
To: Kelsey Heien <kheien@hgiusa.com>
Subject: RE: PVAMU Rain Days

I have a meeting with Jimmy today and will ask him. Regardless, I know it was 2 days/month that was discussed.

Attachment: CP 6 R2 weather delay negotiation 12.07.18 complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)

Before our staff meeting next Tuesday (reminder, I have a conference today), I will draft something up that accounts for all weather days to date for you to review.

Brett Detamore
Christensen Building Group, LLC
15425 North Freeway, Suite 330
Houston, TX 77090



From: Kelsey Heien [<mailto:kheien@hgiusa.com>]
Sent: Monday, December 11, 2017 3:08 PM
To: Brett Detamore <brett@christensenbuilding.com>
Subject: FW: PVAMU Rain Days

Were you able to get Jimmy about the rain days? Michelle has mentioned several times that there are 2 or 3 days per month noted in the contract and it's the same every month. I read the contract and also had Thai skim it, and it does not spell out how many rain days we should expect per month.

Thoughts?

Kelsey Heien
713-416-3656

Daily Log Weather Delays For City of Bellaire Municipal Buildings

Date	Ground Conditions	Wind Conditions	Sky Conditions	Calamity	Temperature	Average	Precipitation	Comments	Attachments
06/24/17	1		Rain		Hot		.44"	Rained most of the morning while attempting to demolish trees along S. Rice Ave.	
06/27/17	2		Rain		Mild		1.49"	Botello started excavation for new sally port driveway. Rain caused Botello to have to return tomorrow to pick up where they left off today, possibly affecting the sally port schedule.	
07/10/17	1		Rain		Mild		.04"	Rain stopped Anchor Fence from completing install of Sally Port Fence at S. Rice.	
08/25/17	1		Rain				1.88"	Walked both jobsites to secure any debris that could float or fly away by Hurricane Harvey.	
08/26/17	2		Rain				8.00"	Both jobsites hit with a lot of rain from Hurricane Harvey and both are very wet and muddy.	
08/27/17	3		Rain				14.59"	City Hall and Police Dept. Jobsites both flooded from Hurricane Harvey.	
08/28/17	4		Rain				6.70"	No access to either jobsite due to flooding from Hurricane Harvey.	
08/29/17	5		Rain				1.96"	No access to either jobsite due to flooding from Hurricane Harvey.	
08/30/17	6		Overcast					Both jobsites have standing water. HC has started to dewater.	
08/31/17	7		Clear				0"	Both sites are wet and standing water is present at this time. PD has approximately 10' of water. City hall building pad is in good shape and is drying out. No rain today. No other contractors will be on site until next week. Sites have to be dewatered and need time to dry.	
09/01/17	1						0"	HC is actively dewatering sites. No sub contractors will be on site until next Tues.	
09/02/17	2						0.00"	Jobsite continues to get dewatered at PD. Jobsite is too wet to commence work for either building location. City Hall building pad appears to be in good shape and continues to dry with the sunlight. However, it is still too wet to commence work.	
09/03/17	3							Continue to dewater PD and City Hall continues to dry. Jobsites are nearly dry but still too wet and muddy to commence work.	
09/04/17	4						0.00"	Entire City affected by Hurricane Harvey. No subcontractors available until Tomorrow, 9/5/17.	

Date	Ground Conditions	Wind Conditions	Sky Conditions	Calamity	Temperature	Average	Precipitation	Comments	Attachments
09/05/17	5		Clear				0.00"	Police Department is still too wet and muddy to commence work. HC actively pumping water off jobsite.	
09/06/17	6		Clear				0.00"	Police Department is still too wet and muddy to commence work. HC actively pumping water off jobsite. Notified COB that we planned to proceed with drilling piers on 9/7 and Michelle Jordan sent email stating us to HOLD until they received 'acceptable document and results back from Terracon.'	
09/07/17	7		Clear				0.00"	Continue drying Police Department jobsite from Hurricane Harvey flooding.	
09/18/17	8						1.60"		
09/19/17	9		Clear					Kilgore Plumbing was affected by 1.60" of rain that fell yesterday, 9/18/2017, and had to send crew home because the building pad was too muddy for work.	
09/20/17	10						.52"	Kilgore Plumbing applied sand in trenches and attempted to commence work excavating to install sanitary pvc pipe under building pad but building pad was too muddy for machinery and rain continued to fall today. Crew was sent home due to rain delay.	
09/21/17	11						.09"	Kilgore Plumbing lost a day today due to .52" of rain yesterday. City Hall building pad is too wet for KP to commence work. Crew sent home for the day. Rain continued falling during the day today as well.	
09/22/17	12		Clear					Building pad is too wet due to continued rain yesterday. .09" fell, keeping the building pad muddy. Kilgore Plumbing and Hondor left home for the day.	
09/29/17	13		Clear					Last nights rain, .42", has the building pad too wet so drilling piers was cancelled for today. Drilling rescheduled to begin Monday morning, weather permitting.	
10/23/17	1		Clear					.92" of rainfall yesterday caused the jobsites to be too wet/muddy to work on. Will spread mud to help dry dirt faster but will lose 1 work day due to rain.	
11/01/17	1		Mist				.35"	Work Day lost due to last nights rain of .29". Trenches excavated for grade beams at City Hall and trenches at PD both too wet to commence work. HC spent the day spreading dirt to help it dry.	
11/02/17	2							.35" of rainfall overnight last night. Work day lost for Botello at City hall as they can not continue forming for grade beams. Dailey Electric and Kilgore Plumbing are trying to do the little they can to continue work. Wet soil from rainfall is causing work to be very slow.	
11/06/17	0								
11/11/17	0		Rain				.15"	Botello was able to continue tying rebar for grade beams at City Hall but Dailey Electric and Kilgore Plumbing were not able to work at Police Department due to wet jobsite soil from .07" of rainfall yesterday.	
	1		Cloudy		Cold		.16"	1.15" of rainfall last night and continues to rain today. Jobsite is too wet to commence work. Botello Builders and Dailey Electric went home for the day. Last day due to weather.	
	2		Rain				.02"	.16" of rainfall yesterday with light rain falling today. Jobsite wet, muddy with soils unable to commence work. Last day due to weather.	

Date	Ground Conditions	Wind Conditions	Sky Conditions	Calamity	Temperature	Average	Precipitation	Comments	Attachments
12/06/17	3						.28"	.02" rainfall yesterday and rain continues to fall today. Jobsite still too wet and muddy to commence work. Lost day due to weather.	
12/07/17	4						.95"	.28" rainfall yesterday and rain continues to fall today. Jobsite still too wet and muddy to commence work. Lost day due to weather.	
12/08/17	5						.08"	.95" of Rain and SNOW yesterday. Jobsite remains wet and muddy. Lost day due to weather.	
12/09/17	6							H/C and Botello at City Hall jobsite to pump any sitting water and spread dirt to help dry over the weekend before commencing work on Monday. Affected work day due to weather.	
12/18/17	0		Clear				0.16"	Botello was affected by the rain at Police Department by the rain as it was too muddy for them to continue excavating grade beam trenches. HC leveled northside of building grade on Saturday, 12/16/17 and laid crane mats down across the NE jobsite entrance allowing Steel Masters to set up crane and unload structural steel delivery trucks as planned. Botello continued final touches to form work for elevator pit pour. Installed pipe sleeves for Kilgore Plumbing and completed concrete pour as planned.	
12/19/17	7						0.27"	Jobsite still too wet from rain yesterday for Botello to continue excavating trenches for grade beams. Lost Day due to rain at Police Department. Jobsite very muddy at City Hall but with crane mats laid out Steel Masters can continue unloading structural steel delivery trucks and Botello continued wrecking forms from elevator pit and TAG waterproofing continued waterproofing elevator pit before Botello backfills.	
12/20/17	8		Rain				0.00	PD too muddy for Botello to commence work excavating grade beams. Botello spread lime to help dry up the soil and pumped sitting water from certain areas and trenches. Lost Day at Police Dept. due to yesterdays rain fall.	
12/26/17	9		Rain		Very Cold		0.03"	Started raining around noon. Due to the weather, Subs had to pack up and go home early. Half day lost due to rain.	
12/27/17	10		Rain		Very Cold		0.06"	Jobsite wet from rain that fell yesterday and continues to rain today. Jobsite too wet for subs to work today. Lost Day due to weather.	
01/08/18	1		Mist				0.31"	Rainfall yesterday has jobsite too wet and muddy to commence work at PD today. Botello will spread lime and pump sitting water to help dry site faster. Lost day due to weather.	
01/16/18	2		Overcast		Very Cold		0.32"	Streets and jobsite still covered with ice from yesterdays snow/freeze out weather. Too risky to commute to jobsite and jobsite covered with too much ice to work in. Lost Day due to cold weather conditions.	
01/17/18	3							Jobsite still too wet from snow/freeze melting after yesterday. Roads too dangerous to commute to work. Lost Day due to cold weather and wet soil conditions.	
01/18/18	1		Rain				0.36"	Lost Day due to rainy weather. City Hall - Dailey Electric was able to continue working on temporary lights. Young and Sons were not able to continue working on establishing their layout for exterior frame work due to the rain. Police Department - Steel Master had no choice but to continue working because they had steel delivery trucks arrive onsite. Went home at 2:30pm due to rain. Botello went home for the day as it was too wet for them to continue working on forming elevator pit walls.	• IMG_3280.JPG • F1C2830B-C1C6-497F-8B96-58BDB056CC26.jpg
01/19/18	2		Rain		Cold		1.90"	Steel Masters and Botello were scheduled to come in to work but stayed home due to large amount of rain overnight and throughout the day. Lost Day due to weather.	

Date	Ground Conditions	Wind Conditions	Sky Conditions	Calamity	Temperature	Average	Precipitation	Comments	Attachments
02/13/18	3		Rain					Started raining hard at approximately 10AM this morning and due to the wet weather conditions most subcontractors called it a day. Steel Masters usually hangs around and waits it out to get back to work but there was a lot of thunder and lightning so foreman seen it best to call it a day to not risk getting electrocuted since they were welding joists in wet conditions. Kilgore Plumbing, Dailey Electric, Young and Sons also went home because level 2 at City Hall was much too wet to continue working safely.	
02/21/18	4		Rain				1.97"	Started raining around 10AM. Steel Masters at PD stopped working and let the rain die down and continued working but then stopped again when it started raining harder at 11:30AM and went home for the day. Half Day lost at PD due to weather. Botello, Dailey Electric and Young & Sons left early due to the rain and muddy site at City Hall. Half day lost at City Hall due to weather. Also, Hondor could have started today but did not come out due to rainy weather. They can not work in muddy conditions. It will still be muddy tomorrow and there is high percentage of rain as well so it will affect yet another day of when Hondor can start work.	
02/22/18	5		Rain				0.10"	PD - Steel Master continued working throughout the day since the rain was only on and off all day. City Hall - Dailey Electric and Young & Sons continued working as the rain was only on and off all day. However, Hondor was kept from starting work again due to the wet and muddy conditions of the jobsite. Lost Day for Hondor at City Hall due to weather.	
02/23/18	6		Clear				0.00"	Great Day for work to commence however, City Hall is still too wet and muddy for Hondor to start. Lost Day for Hondor due to wet/muddy jobsite conditions.	
02/24/18	7		Cloudy				0.00"	Another great day to work, Hondor could have worked today but due to weather delay days during the week, Hondor was scheduled to work at a different project already and will have to see if they can possible start early next week. Lost Day for Hondor at City Hall due to previous weather delay days.	
02/26/18	8		Clear				0.00"	Due to yesterdays rainy Sunday, City Hall is too wet/muddy for Hondor to start up again. However, they are here dewatering so that they can perhaps start as early as tomorrow. Lost Day for Hondor due to wet/muddy jobsite conditions.	

Daily Log Weather Delays For City of Bellaire Municipal Buildings

Date	Ground Conditions	Wind Conditions	Sky Conditions	Calamity	Temperature	Average	Precipitation	Comments	Attachments
03/05/18	1		Rain				0.26"	Started raining at 1 PM for 1 hour until 2 PM. Jobsite is too wet and muddy for Hondor to commence with work. All other trades continued working after the rain stopped at both projects.	
03/06/18	2		Rain				0.37"	Hard Rain dropped during working hours causing jobsite to stay wet/muddy. Workers in City Hall had to spend time pushing water out of level 1 & Level 2 slabs and Hondor's productivity slowed as they were fighting mud and pumping water out of their trenches.	
03/15/18	3		Overcast				0.00"	TAG Waterproofing were not able to complete waterproofing the north and west elevation due to expected rain tomorrow, which will conflict with the 24 hours needed for material to dry. Since it expected to rain tomorrow through Sunday, TAG Waterproofing is not expected to complete waterproofing until Monday.	
03/28/18	4						0.43"	City Hall - Bundren Roofing did not start today because it was forecasted to rain all day. Bundren Roofing protected all roofing materials on roof.	
03/29/18	5						0.00"	Rain at end of day yesterday and rained all night. Jobsites are both wet and muddy. City Hall - Bundren Roofing did not start today because it was forecasted to rain all morning. Brickfield dewatering trench filled with water.	

Joseph Costello

From: Steve Tertel <stertel@hiallc.com>
Sent: Monday, March 26, 2018 10:39 AM
To: Joseph Costello
Cc: Tye Justice
Subject: RE: Bellaire Municipal Facilities

Mr. Costello:

Tye brought me in to this conversation inasmuch as I am over our claims department. I read over the email thread. Without knowing exactly what the Architect means by "general conditions due to lost time" I'm going to presume that there has been some kind of cost, expense or delay to the project due to Hurricane Harvey.

The BR policy for Horizon/Christensen JV on the Bellaire project is written by Travelers. BR policies typically contain two aspects of coverage: 1.) Physical damage to the project and 2.) Time element coverages. The time element coverages are specifically listed and clearly defined. The time element coverages available on this BR are:

PROJECT 1 DECLARATIONS

I. COVERAGE AND LIMITS OF INSURANCE

The most we will pay at the applicable job site described in the Declarations **in any one occurrence** of the following Special Time Element Coverages indicated by an 'X' is: \$ 1,084,977

- ☐ Business Income
- ☐ Rental Value
- ☒ Soft Costs consisting only of:
 - ☒ Advertising and promotional expenses.
 - ☒ Architect, engineer, designer and consultant fees.
 - ☒ Costs resulting from the renegotiation of your sales contract, leases or construction loans.
 - ☒ General overhead and administrative expenses, other than legal, accounting and pro fees.
 - ☒ Insurance premiums.
 - ☒ Interest on money borrowed to finance construction.
 - ☒ Legal and accounting fees and other costs to renegotiate and prepare revised contracts and documents.

These expenses cannot be used for preparation of claims or to establish liability for loss.
- ☒ Permit and Inspection Fees.
- ☒ Realty taxes and realty assessments.

I highlighted the phrase above of "in any one occurrence" because time element damages are dependent or contingent upon a covered cause of loss and resulting damage.

For example: a fire occurs and as a result there are additional engineer fees incurred. The fire is a covered cause of loss, the fire damaged the building so the repairs are covered and the additional engineer fees are covered.

Attachment: CP 6 R2 weather delay negotiation 12.07.18 complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)

In this situation if Hurricane Harvey did not cause any damage to the building, only delayed the completion, the time element coverage is not triggered as there is no occurrence and no damage to the project.

We can certainly submit a claim to Travelers and have them investigate and issue a formal coverage position letter.

Respectfully,

Steve Tertel



STEVEN TERTEL, AIC, AIS, CRIS
Client Services Manager

Hotchkiss Insurance Agency, LLC
Protect. Build. Grow.

P 713.512. 7763 F 972.512.7663
stertel@hiallc.com www.hiallc.com
Certificate Request: dallascerts@hiallc.com



To bind or alter coverage please contact our office during business hours. Coverage cannot be bound or altered through email or voicemail. It must be confirmed by a licensed agent during regular business hours.

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From: Joseph Costello [<mailto:joseph@christensenbuilding.com>]

Sent: Monday, March 26, 2018 9:13 AM

To: Tye Justice <Tjustice@hiallc.com>

Subject: RE: Bellaire Municipal Facilities

Regards,
Joe

Joseph J Costello, LEED AP BD+C, PMP
Christensen Building Group, LLC
15425 North Freeway I Suite 330 I Houston, TX 77090
Cell: 281-902-6300

joseph@christensenbuilding.com

www.christensenbuilding.com



From: Joseph Costello

Sent: Friday, March 16, 2018 10:25 AM

To: 'Tye Justice' <Tjustice@hiallc.com>

Subject: RE: Bellaire Municipal Facilities

Attachment: CP 6 R2 weather delay negotiation 12.07.18 complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)



November 23, 2018

Ms. Michelle Jordan
 City of Bellaire Parks, Rec and Facilities Project Manager
 7008 South Rice Avenue
 Bellaire, TX 77401
Sent via email to Michelle Jordan at mjordan@bellairetx.gov

Re: City of Bellaire Municipal Facilities Project
 Subject: Change Proposal 32 CH exit lights

Michelle,

Attached are costs for CH exit lights as directed by the COB on Oct 30, 2018

<u>Bldg.</u>	<u>RFI</u>	<u>Description</u>	<u>Value</u>
CH		Exit lights	5,336
		Total additional cost	5,336
		Total cost impact this Change Proposal	5,336
		Total critical path schedule impact	-

See attached qualifications.

Work is complete

Please execute.

Regards,
 for Horizon / Christensen JV

Joseph J Costello

Attachments: Cost Breakdown Form

xc: CBG, HGI, PGAL

APPROVALS:

Michelle Jordan – Date
 City of Bellaire

Paul Hofmann – Date
 City of Bellaire

Alec Luong – Date
 PGAL

Attachment: CP 32 CH exit light complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)

Joseph Costello

From: Michelle Jordan <MJordan@bellairetx.gov>
Sent: Tuesday, October 30, 2018 5:01 PM
To: Kelsey Heien
Cc: Joseph Costello; Kevin Nielsen
Subject: RE: Bellaire - Emergency Lighting - URGENT

This was in the previous email. I can have Alton or Deacon walk the site to verify locations, just let me know when.

A. First Floor

1. 1141 Main Corridor – (2) Existing Exit change to Exit/Egress w/Batt Back-up
 (1) New Exit/Egress w/Batt Back-up
 (1) New Egress w/Batt Back-up
2. 1140 Main Public Lobby – (1) New Egress w/Batt Back-up
3. 1100 Council chambers – (1) Existing Exit change to Exit/Egress w/Batt Back-up
4. 1101 Exec Conference – (1) New Egress w/Batt Back-up
5. 1143 Corridor – (2) Existing Exit change to Exit/Egress w/Batt Back-up
6. 1144 Corridor – (2) Existing Exit change to Exit/Egress w/Batt Back-up
7. 1105 Permits – (1) New Egress w/Batt Back-up
8. 1107 Cust Service Lobby – (1) Existing Exit change to Exit/Egress w/Batt Back-up
9. 1114 Main Electrical – (1) New Egress w/Batt Back-up
10. 1116 Main Mechanical – (1) New Egress w/Batt Back-up
11. 1121 Men RR – (1) New Egress w/Batt Back-up
12. 1124 Women RR – (1) New Egress w/Batt Back-up
13. 1130 Activities – (1) New Exit/Egress w/Batt Back-up
14. 1128 Activities Kit – (1) New Exit/Egress w/Batt Back-up
15. S1101 Stair B – (1) Existing Exit change to Exit/Egress w/Batt Back-up
 (1) New Egress w/Batt Back-up (on landing)
16. 1117 Staff Women RR – (1) New Egress w/Batt Back-up
17. 1119 Staff Men RR – (1) New Egress w/Batt Back-up
18. 2 Entries – (2) New Exterior Egress w/Batt Back-up

B. Second Floor

1. S1201 Stair B - (1) New Egress w/Batt Back-up
2. 1211 Public Lobby - (1) Existing Exit change to Exit/Egress w/Batt Back-up
 (1) New Egress w/Batt Back-up
3. 1246 Corridor - (2) Existing Exit change to Exit/Egress w/Batt Back-up
4. 1251 Corridor - (1) New Egress w/Batt Back-up
5. 1248 Corridor - (2) Existing Exit change to Exit/Egress w/Batt Back-up
6. 1247 Corridor - (2) Existing Exit change to Exit/Egress w/Batt Back-up
 (1) New Egress w/Batt Back-up
7. 1230 Mechanical - (1) New Egress w/Batt Back-up
8. 1223 Staff RR - (1) New Egress w/Batt Back-up
9. 1224 Staff RR - (1) New Egress w/Batt Back-up

Total counts;

(16) Existing Exit change to Exit/Egress w/Batt Back-up

(19) New Egress w/Batt Back-up

(3) New Exit/Egress w/Batt Back-up

(2) New Exterior Egress w/Batt Back-up

Michelle Jordan

Project Manager

Parks, Recreation and Facilities

713-662-8281

From: Kelsey Heien <kheien@hgiusa.com>

Sent: Tuesday, October 30, 2018 4:13 PM

To: Michelle Jordan <MJordan@bellairetx.gov>

Cc: Joe Costello (joseph@christensenbuilding.com) <joseph@christensenbuilding.com>; Kevin Nielsen <knielsen@daileyelectric.com>

Subject: Re: Bellaire - Emergency Lighting - URGENT

Michelle. My understanding is Owner is providing all replacement signs & lights.

- replace ALL exit signs.
- install 4 (?) new exit signs. Please provide exact locations.
- Install 17(?) new lights. Please provide exact locations.
- install 2(?) exterior lights. Please provide exact locations.

Kevin. I'll issue you a CO for this work stat.

Thanks

Kelsey Heien

713-416-3656

On Oct 30, 2018, at 3:16 PM, Michelle Jordan <MJordan@bellairetx.gov> wrote:

I approve this cost. Please proceed.

Exit signs are in old city hall lobby ready to be picked up. Egress lighting will be delivered tomorrow. He updated counts for me just now, so I will be one egress light short. I will get on that now.

Michelle Jordan

Project Manager

Parks, Recreation and Facilities

713-662-8281

From: Kelsey Heien <kheien@hgiusa.com>

Sent: Tuesday, October 30, 2018 11:30 AM

To: Michelle Jordan <MJordan@bellairetx.gov>

Cc: Joe Costello (joseph@christensenbuilding.com) <joseph@christensenbuilding.com>

Subject: FW: Bellaire - Emergency Lighting - URGENT

Michelle – attached is Dailey’s quote to install emergency lighting/replace exit lights/etc. Please provide your approval as soon as possible. A formal CO will be submitted at a later date. This add’t scope is required to get TCO.

Kelsey Heien
713-416-3656

From: Kevin Nielsen <KNielsen@daileyelectric.com>
Sent: Tuesday, October 30, 2018 10:30 AM
To: Kelsey Heien <kheien@hgjusa.com>
Cc: Joe Costello (joseph@christensenbuilding.com) <joseph@christensenbuilding.com>
Subject: RE: Bellaire - Emergency Lighting

Kelsey,

Please see attached pricing to correct Egress Lighting at the City Hall Building.

Thank you,

Kevin Nielsen
 Project Manager
 <image001.jpg>
 5206 Brittmore Road
 Houston, Tx 77041
 979-574-2692 cell
 713-465-1130 office ext. 209

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From: Kelsey Heien <kheien@hgjusa.com>
Sent: Thursday, October 25, 2018 1:47 PM
To: Kevin Nielsen <KNielsen@daileyelectric.com>
Cc: Joe Costello (joseph@christensenbuilding.com) <joseph@christensenbuilding.com>
Subject: Bellaire - Emergency Lighting

Kevin – so this is back..... I am working to get more info but the Owner has a quote from Piper for labor only, City will buy light fixtures.
 Is the below enough to get us a quote?
 THANKS!

scope of work

Attachment: CP 32 CH exit light complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)

- Provide labor to change (15) existing Exit lights to Exit/Egress lights with battery back-up (furnished by others) – possible Exit Sign w/ Light <http://a.co/d/422LI2O>
- Provide labor and material to install (4) new Exit/Egress lights with battery back-up (furnished by others) and tie into nearby constant hot circuit - possible Exit Sign w/ Light <http://a.co/d/422LI2O>
- Provide labor and material to install (17) new Egress lights with battery back-up (furnished by others) and tie into nearby constant hot circuit
- Provide labor and material to install (2) new Egress lights with battery back-up (furnished by others) at exterior entries and tie into nearby constant hot circuit

Kelsey Heien
City of Bellaire Municipal Buildings Project Manager
Horizon | Christensen, a Joint Venture
Mobile - 713-416-3656
Email - kheien@hgusa.com

<mime-attachment>

Joseph Costello

From: Michelle Jordan <MJordan@bellairetx.gov>
Sent: Tuesday, October 30, 2018 3:16 PM
To: Kelsey Heien
Cc: Joseph Costello
Subject: RE: Bellaire - Emergency Lighting - URGENT
Attachments: FW: Exit sign locations

I approve this cost. Please proceed.

Exit signs are in old city hall lobby ready to be picked up. Egress lighting will be delivered tomorrow. He updated counts for me just now, so I will be one egress light short. I will get on that now.

Michelle Jordan

Project Manager
 Parks, Recreation and Facilities
 713-662-8281

From: Kelsey Heien <kheien@hgiusa.com>
Sent: Tuesday, October 30, 2018 11:30 AM
To: Michelle Jordan <MJordan@bellairetx.gov>
Cc: Joe Costello (joseph@christensenbuilding.com) <joseph@christensenbuilding.com>
Subject: FW: Bellaire - Emergency Lighting - URGENT

Michelle – attached is Dailey’s quote to install emergency lighting/replace exit lights/etc. Please provide your approval as soon as possible. A formal CO will be submitted at a later date. This add’t scope is required to get TCO.

Kelsey Heien
 713-416-3656

From: Kevin Nielsen <KNielsen@daileyelectric.com>
Sent: Tuesday, October 30, 2018 10:30 AM
To: Kelsey Heien <kheien@hgiusa.com>
Cc: Joe Costello (joseph@christensenbuilding.com) <joseph@christensenbuilding.com>
Subject: RE: Bellaire - Emergency Lighting

Kelsey,

Please see attached pricing to correct Egress Lighting at the City Hall Building.

Thank you,

Kevin Nielsen
 Project Manager

Attachment: CP 32 CH exit light complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)



5206 Brittmore Road
Houston, Tx 77041
979-574-2692 cell
713-465-1130 office ext. 209

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From: Kelsey Heien <kheien@hgiusa.com>
Sent: Thursday, October 25, 2018 1:47 PM
To: Kevin Nielsen <KNielsen@daileyelectric.com>
Cc: Joe Costello (joseph@christensenbuilding.com) <joseph@christensenbuilding.com>
Subject: Bellaire - Emergency Lighting

Kevin – so this is back..... I am working to get more info but the Owner has a quote from Piper for labor only, City will buy light fixtures.

Is the below enough to get us a quote?

THANKS!

scope of work

- Provide labor to change (15) existing Exit lights to Exit/Egress lights with battery back-up (furnished by others) – possible Exit Sign w/ Light <http://a.co/d/422LI2O>
- Provide labor and material to install (4) new Exit/Egress lights with battery back-up (furnished by others) and tie into nearby constant hot circuit - possible Exit Sign w/ Light <http://a.co/d/422LI2O>
- Provide labor and material to install (17) new Egress lights with battery back-up (furnished by others) and tie into nearby constant hot circuit
- Provide labor and material to install (2) new Egress lights with battery back-up (furnished by others) at exterior entries and tie into nearby constant hot circuit

Kelsey Heien
City of Bellaire Municipal Buildings Project Manager
Horizon | Christensen, a Joint Venture
Mobile - 713-416-3656
Email - kheien@hgiusa.com

Attachment: CP 32 CH exit light complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)



PROJECT NO: 17005
PROJECT: BELLAIRE MUNICIPAL FACILITIES
CLIENT: CITY OF BELLAIRE
ARCHITECT: PGAL
CHANGE PROPOSAL: CP 32 CH exit lights
PROPOSAL DATE: 11/23/2018

DIV.	NAME	CITY HALL/CIVIC CENTER	POLICE DEPARTMENT/ COURTS		COMMENTS
	Dailey	5,039			electrical
	Applied Finishes / Bundren, clean up	75			allow for misc. damaged ceiling
					tile, touch up paint, clean up, etc.
	SUBTOTAL - COST OF WORK	5,114	-		
	BUILDER'S RISK INSURANCE	13	0		0.24%
	GENERAL LIABILITY	21	0		0.39%
	FEE: 2.75%	147	0		2.75%
	TOTAL COST WITHOUT BOND	5,294	0		
	BOND	42	0		0.78%
	TOTAL COST WITH BOND	5,336	0		5,336

Notes:

1. Scope, locations and type of fixture as defined by COE
2. Light fixtures (material only) provided by COE
3. Fixture warranty by others
4. Per COB approval Oct 30, 2018
5. Pricing excludes all other costs not explicitly identified herein
6. Work is complete

ADJUSTMENT FOR CHANGES IN WORK

PROJECT NO: REQUEST FOR PROPOSAL NO. _____ DATE: 10/30/2018

PROJECT TITLE: BELLAIRE MUNICIPAL FACILITIES
CONTRACTOR: DAILEY ELECTRIC, INC.

DESCRIPTION OF CHANGE IN WORK: Pricing to correct egress lighting at the City Hall Building. This pricing excludes overtime work, providing fixtures, warranty of fixtures and guarantee that these fixtures are per specifications.

PCO #H10065- 39A

****DESCRIPTION**** USE SEPARATE LINE FOR LABOR, MATERIAL, EQUIPMENT, OR OTHER	QUANTITY REQUIRED	UNIT MEASURE	COST PER UNIT	LABOR EXTENSION	MATERIAL EXTENSION	SUB CONTRACT
4" OCT. BOX	6	EA	3.16	1.80	18.96	
CEILING MOUNT BOX SUPPORT	6	EA	10.68	2.70	64.08	
FIXTURE WHIPS	23	EA	11.37	7.36	261.51	
RED WIRENUTS	69	EA	0.12	3.45	8.28	
R&R EXIT LIGHT	15	EA	FBO	22.50	FBO	
NEW EXIT EGRESS LIGHT	4	EA	FBO	4.80	FBO	
NEW EGRESS LIGHT	17	EA	FBO	25.50	FBO	
NEW EXTERIOR EGRESS LIGHT	2	EA	FBO	3.00	FBO	
LABOR						
FOREMAN	7.11	Hr.	40.26	286.29		
ELECTRICIAN	35.56	Hr.	35.87	1275.36		
ELECTRICIAN HELPER	35.56	Hr.	27.26	969.23		
PROJECT MANAGEMENT/SUPERVISION	8.53	Hr.	49.02	418.30		
SUBTOTALS				2949.17	352.83	0
(A) SUBTOTAL LABOR + MATERIALS + EQUIPMENT + OTHER						3,302
(B) PAYROLL TAXES AND INSURANCE: 43% OF LABOR						1,268
(C) CONSUMABLE MATERIALS (8.25%) TAX						0
SUBTOTAL						4,570
(D) PLUS OVERHEAD				5 %		229
SUBTOTAL						4,799
(E) PLUS PROFIT				5 %		240
TOTAL THIS CHANGE						5,039

Attachment: CP 32 CH exit light complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)



November 23, 2018

Ms. Michelle Jordan
 City of Bellaire Parks, Rec and Facilities Project Manager
 7008 South Rice Avenue
 Bellaire, TX 77401
Sent via email to Michelle Jordan at mjordan@bellairetx.gov

Re: City of Bellaire Municipal Facilities Project
 Subject: Change Proposal 33 RFI 228 CH + PD add data

Michelle,

Attached are costs for RFI 228 CH + PD add data

<u>Bldg.</u>	<u>RFI Description</u>	<u>Value</u>
CH	228 Add / move data	674
PD	228 Add / move data	1,079
Total additional cost		1,753
Total cost impact this Change Proposal		1,753
Total critical path schedule impact		-

See attached qualifications.

Glad to meet or discuss

Regards,
 for Horizon / Christensen JV

Joseph J Costello

Attachments: Cost Breakdown Form

xc: CBG, HGI, PGAL

APPROVALS:

Michelle Jordan – Date
 City of Bellaire

Paul Hofmann – Date
 City of Bellaire

Alec Luong – Date
 PGAL

Attachment: CP 33 RFI 228 CH + PD add data complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)



Horizon | Christensen, a joint venture
4204 Bellaire Boulevard
Houston, Texas 77025
Phone: (713) 660-8282

Project: City of Bellaire Municipal Buildings
7008 S Rice Avenue
Bellaire, Texas 44401

CH & PD - Add / Relocate Data Drops (CH 1239, 1105; PD 2107, 1238, 1239, 1240, 2223)

TO:	Michelle Jordan (City of Bellaire)	FROM:	Kelsey Heien (Horizon Group Int'l) 4204 Bellaire Boulevard Houston, Texas 77025
DATE INITIATED:	08/30/2018	STATUS:	Closed
LOCATION:		DUE DATE:	08/30/2018
PROJECT STAGE:		COST CODE:	
SUB JOB:		SCHEDULE IMPACT:	TBD
COST IMPACT:	Yes (Unknown)	SPEC SECTION:	
DRAWING NUMBER:		REFERENCE:	
LINKED DRAWINGS:			
RECEIVED FROM:			
COPIES TO:	Jose Aguayo (Horizon Group Int'l), Derek Baldwin (Christensen Building Group, LLC), Joseph Costello (Christensen Building Group, LLC), Kelsey Heien (Horizon Group Int'l), Michelle Jordan (City of Bellaire), Alec Luong (PGAL), Kevin Nielsen (Dailey Electric, Inc.), Thai Tu (Horizon Group Int'l)		

Question from Kelsey Heien (Horizon Group Int'l) at 01:22 PM on 08/30/2018

Michelle - Please provide your authorization to proceed with the below changes/adds per your email dated 8/27/18 (I could not tell if these were in addition to or same as Patrice's requests in same email. If there are in addition to, please provide room numbers and direction). Costs TBD. Work will not proceed until Owner approves changes.

City Hall:

Add data to north wall in 1239

Add data to west wall in 1105

PD:

2107 move data to east and west walls (1 each)

1238 move data to west wall

1239 move data to west wall

1240 move data to east wall

2223 add data to west wall

Attachments:

[RFI 228 Re CH Missing Network Drops.pdf](#)

Official Response: Kelsey Heien (Horizon Group Int'l) responded on Wednesday, November 7th, 2018 at 3:44PM CST

HC will submit cost proposal for work. Close.

Attachments:

Official Response: Michelle Jordan (City of Bellaire) responded on Thursday, November 1st, 2018 at 10:39AM CDT

Correct room numbers for PD:

2107 move data to east and west walls (1 each)

2138 move data to west wall

2139 move data to west wall

2140 move data to east wall

2223 add data to west wall

Attachments:

Attachment: CP 33 RFI 228 CH + PD add data complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)



Official Response: Michelle Jordan (City of Bellaire) responded on Friday, August 31st, 2018 at 11:52AM CDT

Approved as noted:

City Hall:

Add data to north wall in 1239

Add data to west wall in 1105

Move data from east wall to west wall in 1213

Add data to west wall in 1244

Two data drops in middle position at council dias

PD:

2107 move data to east and west walls (1 each)

1238 move data to west wall

1239 move data to west wall

1240 move data to east wall

2223 add data to west wall

Attachments:

All Replies:

Response from Kelsey Heien (Horizon Group Int'l) at 03:44 PM on 11/07/2018

HC will submit cost proposal for work. Close.

Attachments:

Response from Michelle Jordan (City of Bellaire) at 10:39 AM on 11/01/2018

Correct room numbers for PD:

2107 move data to east and west walls (1 each)

2138 move data to west wall

2139 move data to west wall

2140 move data to east wall

2223 add data to west wall

Attachments:

Response from Kevin Nielsen (Dailey Electric, Inc.) at 10:58 AM on 10/17/2018

Michelle,

Please advise the correct room numbers @ the PD.

Attachments:


Response from Michelle Jordan (City of Bellaire) at 11:52 AM on 08/31/2018

Approved as noted:

City Hall:

Add data to north wall in 1239

Add data to west wall in 1105

Move data from east wall to west wall in 1213

Add data to west wall in 1244

Two data drops in middle position at council dias

PD:

2107 move data to east and west walls (1 each)

1238 move data to west wall

1239 move data to west wall

1240 move data to east wall

2223 add data to west wall

Attachments:

Attachment: CP 33 RFI 228 CH + PD add data complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)

BY

DATE

COPIES TO

From: Alec Luong <ALuong@pgal.com>
Sent: Tuesday, August 28, 2018 11:23 AM
To: Michelle Jordan (MJordan@bellairetx.gov); Kelsey Heien
Cc: Joe Costello (joseph@christensenbuilding.com); Derek Baldwin
 (derek@christensenbuilding.com); THAI TU
Subject: Re: CH Missing Network Drops

This doesnt need to be redrawn. Make it an official rfi.



ALEC LUONG AIA

Senior Associate

ALEXANDRIA T 703 836 0588	AUSTIN T 512 236 1005	CHICAGO T 312 856 5006	HOBOKEN T 201 984 6210	LAS VEGAS T 702 435 4448	SAN DIEGO T 619 269 5288
ATLANTA T 404 602 3800	BOCA RATON T 561 988 4002	DALLAS T 972 871 2225	HOUSTON T 713 622 1444	LOS ANGELES T 310 645 3276	

PGAL.COM



On Tue, Aug 28, 2018 at 11:00 AM -0500, "Kelsey Heien" <kheien@hgiusa.com> wrote:

Michelle/Alec – when will this be issued via WCPR?
 Thanks

Kelsey Heien
 713-416-3656

From: Derek Baldwin <derek@christensenbuilding.com>
Sent: Monday, August 27, 2018 1:22 PM
To: Joseph Costello <joseph@christensenbuilding.com>; Kelsey Heien <kheien@hgiusa.com>
Subject: Fwd: CH Missing Network Drops

Sent from my iPhone

Begin forwarded message:

From: Michelle Jordan <MJordan@bellairetx.gov>
Date: August 27, 2018 at 12:26:06 PM CDT
To: Alfonso Rodriguez <AlfonsoR@Datavox.net>, Patrice Baltuskonis
 <PBaltuskonis@bellairetx.gov>, Russell Brown <rbrown@bellairepolice.com>, Derek

Attachment: CP 33 RFI 228 CH + PD add data complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)

Baldwin <derek@christensenbuilding.com>, Alec Luong <ALuong@pgal.com>

Subject: RE: CH Missing Network Drops

Also, I need to make a couple slight changes.

Add data to north wall in City Hall 1239 please.

Add data to west wall in 1105

At PD, 2107 move data to east and west walls (1 each)

1238 and 1239 – move data to west wall

1240 move data to east wall

2223 add data to west wall

Thanks!

Michelle Jordan

Project Manager

Parks, Recreation, and Facilities Dept.

From: Alfonso Rodriguez <AlfonsoR@Datavox.net>

Sent: Monday, August 27, 2018 10:49 AM

To: Michelle Jordan <MJordan@bellairetx.gov>

Subject: RE: CH Missing Network Drops

Can you please provide room number for these locations?



Alfonso Rodriguez | Project Manager

6650 W Sam Houston Pkwy S, Houston, Texas 77072

(713) 881-7045 | AlfonsoR@Datavox.net

From: Michelle Jordan <MJordan@bellairetx.gov>

Sent: Monday, August 27, 2018 10:23 AM

To: Alfonso Rodriguez <AlfonsoR@Datavox.net>

Subject: FW: CH Missing Network Drops

Michelle Jordan

Project Manager

Parks, Recreation, and Facilities Dept.

From: Patrice Baltuskonis

Sent: Monday, August 27, 2018 9:51 AM

To: Michelle Jordan <MJordan@bellairetx.gov>

Cc: Russell Brown <rbrown@bellairepolice.com>

Subject: CH Missing Network Drops

I checked this morning, and it looks like the drops as specified by DataVox on the attached drawings were not followed when they installed the drops. As a reminder, these drawings were the ones they produced in May and used as basis for the change order. The ones missing are:

1. Hallway by Tracy's office
2. Mail room
3. City Manager's storage room
4. Finance storage room

I also specified two data drops for Tracy at the dais.

If you're going to get additional drops (e.g., BLIFE and permit area in Customer Service), I would like to request a new one on the countertop in the Finance area. This would a shared printer to be added.

Please let me know if you need anything else from me. Thanks

Kind regards,

Patrice Baltuskonis

Director of Information Technology

Information Technology Department

City of Bellaire

7008 South Rice Avenue | Bellaire, TX 77401

O: (713)-662-8262

www.bellairetx.gov



PROJECT NO: 17005
PROJECT: BELLAIRE MUNICIPAL FACILITIES
CLIENT: CITY OF BELLAIRE
ARCHITECT: PGAL
CHANGE PROPOSAL: RFI 228 CH + PD add data
PROPOSAL DATE: 11/23/2018

DIV.	NAME	CITY HALL/CIVIC CENTER	POLICE DEPARTMENT/ COURTS	COMMENTS
	Dailey	541	794	electrical
	YSD	105	240	gyp board
	Bundren	-	-	paint
	SUBTOTAL - COST OF WORK	646	1,034	
	BUILDER'S RISK INSURANCE	2	3	0.24%
	GENERAL LIABILITY	3	4	0.39%
	FEE: 2.75%	19	30	2.75%
	TOTAL COST WITHOUT BOND	669	1,070	
	BOND	5	8	0.78%
	TOTAL COST WITH BOND	674	1,079	1,753

Notes:

1. Per COB clarifications dated Nov 1, 2018
2. Work is proceeding as approved by the City of Bellaire
3. Pricing excludes all other costs not explicitly identified hereir

ADJUSTMENT FOR CHANGES IN WORK

PROJECT NO: REQUEST FOR PROPOSAL NO. _____ DATE: 11/7/2018

PROJECT TITLE: BELLAIRE MUNICIPAL FACILITIES
CONTRACTOR: DAILEY ELECTRIC, INC.

DESCRIPTION OF CHANGE IN WORK: Adding data per RFI 228.

PCO #H10065-28A

****DESCRIPTION**** USE SEPARATE LINE FOR LABOR, MATERIAL, EQUIPMENT, OR OTHER	QUANTITY REQUIRED	UNIT MEASURE	COST PER UNIT	LABOR EXTENSION	MATERIAL EXTENSION	SUB CONTRACT
3/4" PLASTIC BUSHING	4	EA	0.27	0.64	1.08	
3/4" EMT	40	FT	0.69	2.00	27.60	
3/4" EMT CONN. - SET-SCREW STEEL	8	EA	0.74	0.80	5.92	
3/4" EMT COUP. - SET-SCREW STEEL	4	EA	0.78	0.20	3.12	
3/4" STRAP	8	EA	0.29	0.32	2.32	
4" SQ. - 2-1/8" DEEP	4	EA	1.68	1.20	6.72	
4" SQ. 1G P.R.	4	EA	1.17	0.60	4.68	
BOX SUPPORT	4	EA	1.76	1.00	7.04	
FASTENERS	8	EA	0.22	0.16	1.76	
PULL WIRE	45	FT	0.02	0.14	0.90	
LABOR						
FOREMAN	0.71	Hr.	40.26	28.40		
ELECTRICIAN	3.53	Hr.	35.87	126.53		
ELECTRICIAN HELPER	3.53	Hr.	27.26	96.16		
PROJECT MANAGEMENT/SUPERVISION	1.00	Hr.	49.02	49.02		
SUBTOTALS				300.11	61.14	0
(A) SUBTOTAL LABOR + MATERIALS + EQUIPMENT + OTHER						361
(B) PAYROLL TAXES AND INSURANCE: 43% OF LABOR						129
(C) CONSUMABLE MATERIALS (8.25%) TAX						0
SUBTOTAL						490
(D) PLUS OVERHEAD				5 %		25
SUBTOTAL						515
(E) PLUS PROFIT				5 %		26
TOTAL THIS CHANGE						541

Attachment: CP 33 RFI 228 CH + PD add data complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)

ADJUSTMENT FOR CHANGES IN WORK

PROJECT NO: REQUEST FOR PROPOSAL NO. _____ DATE: 11/7/2018

PROJECT TITLE: BELLAIRE MUNICIPAL FACILITIES
CONTRACTOR: DAILEY ELECTRIC, INC.

DESCRIPTION OF CHANGE IN WORK: Pricing Per RFI228 adding data locations.

PCO #H10065-28B

****DESCRIPTION**** USE SEPARATE LINE FOR LABOR, MATERIAL, EQUIPMENT, OR OTHER	QUANTITY REQUIRED	UNIT MEASURE	COST PER UNIT	LABOR EXTENSIO N	MATERIAL EXTENSION	SUB CONTRACT
3/4" PLASTIC BUSHING	6	EA	0.27	0.96	1.62	
3/4" EMT	60	FT	0.69	3.00	41.40	
3/4" EMT CONN. - SET-SCREW STEEL	12	EA	0.74	1.20	8.88	
3/4" EMT COUP. - SET-SCREW STEEL	6	EA	0.78	0.30	4.68	
3/4" STRAP (ONE HOLE)	12	EA	0.29	0.48	3.48	
4" SQ. - 2-1/8" DEEP	6	EA	1.68	1.80	10.08	
4" SQ. 1G P.R.	6	EA	1.17	0.90	7.02	
BOX SUPPORT	6	EA	1.76	1.50	10.56	
FASTENERS	12	EA	0.22	0.24	2.64	
PULL WIRE	70	FT	0.02	0.21	1.40	
LABOR						
FOREMAN	1.06	Hr.	40.26	42.64		
ELECTRICIAN	5.30	Hr.	35.87	189.93		
ELECTRICIAN HELPER	5.30	Hr.	27.26	144.34		
PROJECT MANAGEMENT/SUPERVISION	1.27	Hr.	49.02	62.29		
SUBTOTALS				439.20	91.76	0
(A) SUBTOTAL LABOR + MATERIALS + EQUIPMENT + OTHER						531
(B) PAYROLL TAXES AND INSURANCE: 43% OF LABOR						189
(C) CONSUMABLE MATERIALS (8.25%) TAX						0
SUBTOTAL						720
(D) PLUS OVERHEAD				5 %		36
SUBTOTAL						756
(E) PLUS PROFIT				5 %		38
TOTAL THIS CHANGE						794

Attachment: CP 33 RFI 228 CH + PD add data complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)

Young & Sons

RFI 228 add drops

		Qty	Labor	Total
CH	patch @ drops	4	15	60
	patch, T&F moved	1	45	45
	total CH			105
PD	add drops	1	15	15
	patch, T&F moved	5	45	225
	total PD			240



November 24, 2018

Ms. Michelle Jordan
 City of Bellaire Parks, Rec and Facilities Project Manager
 7008 South Rice Avenue
 Bellaire, TX 77401
Sent via email to Michelle Jordan at mjordan@bellairetx.gov

Re: City of Bellaire Municipal Facilities Project
 Subject: Change Proposal 34; RFI 212, 216 & 221 PD dispatch room changes

Michelle,

Attached are costs for the referenced RFIs

<u>Bldg.</u>	<u>RFI</u>	<u>Description</u>	<u>Value</u>
PD	212, 216 & 221	PD dispatch data, AV & power changes	2,280
		Total additional cost	2,280
		Total cost impact this Change Proposal	2,280
		Total critical path schedule impact	-

See attached qualifications.

Glad to meet or discuss

Regards,
 for Horizon / Christensen JV

Joseph J Costello

Attachments: Cost Breakdown Form

xc: CBG, HGI, PGAL

APPROVALS:

Michelle Jordan – Date
 City of Bellaire

Paul Hofmann – Date
 City of Bellaire

Alec Luong – Date
 PGAL



Horizon | Christensen, a joint venture
4204 Bellaire Boulevard
Houston, Texas 77025
Phone: (713) 660-8282

Project: City of Bellaire Municipal Buildings
7008 S Rice Avenue
Bellaire, Texas 44401

PD-Dispatch Room

TO:	Michelle Jordan (City of Bellaire)	FROM:	Efren Garcia (Christensen Building Group, LLC) 15425 North Freeway, Suite 330 Houston, Texas 77090
DATE INITIATED:	08/07/2018	STATUS:	Closed
LOCATION:	Police Dept.	DUE DATE:	08/12/2018
PROJECT STAGE:		COST CODE:	
SUB JOB:		SCHEDULE IMPACT:	No
COST IMPACT:	Yes (Unknown)	SPEC SECTION:	
DRAWING NUMBER:	A2.804	REFERENCE:	
LINKED DRAWINGS:			
RECEIVED FROM:	Craig Tindall (Dailey Electric, Inc.)		

COPIES TO:

Jose Aguayo (Horizon Group Int'l), Derek Baldwin (Christensen Building Group, LLC), Joseph Costello (Christensen Building Group, LLC), Efren Garcia (Christensen Building Group, LLC), Kelsey Heien (Horizon Group Int'l), Michelle Jordan (City of Bellaire), Alec Luong (PGAL), Alfonso Rodriguez (DataVox), Jesus Serrano (Young & Sons Drywall LP), Craig Tindall (Dailey Electric, Inc.), Thai Tu (Horizon Group Int'l)

Question from Efren Garcia (Christensen Building Group, LLC) at 01:05 PM on 08/07/2018

Per the contract drawing EP2.201 there are to be 6 outlets on the west wall location in the dispatch room.
In datavox's submittal there are 8 outlets along with 8 data drops in this location.
Also the heights of the TV's on the datavox submittal are different then whats shown on the architectural elevations on drawing A2.804
Please advise on how to proceed.

Attachments:

[EP2.201.pdf A2.804 - POLICE - MUNICIPAL COURTS - INTERIOR ELEVATIONS.pdf](#)

Official Response: Michelle Jordan (City of Bellaire) responded on Tuesday, August 28th, 2018 at 4:00PM CDT

See attached. Minimum 6 outlets on west wall of Dispatch.

Attachments:

[BELLAIRE_DVX-2127 DISPATCH ELEV.pdf](#)

Official Response: Alec Luong (PGAL) responded on Tuesday, August 7th, 2018 at 2:59PM CDT

Owner to provide guidance on coordination with their subs.

Attachments:

All Replies:

Response from Kelsey Heien (Horizon Group Int'l) at 09:57 AM on 09/04/2018

Refer to RFI 216

Attachments:


Response from Michelle Jordan (City of Bellaire) at 04:00 PM on 08/28/2018

See attached. Minimum 6 outlets on west wall of Dispatch.

Attachments:

[BELLAIRE_DVX-2127 DISPATCH ELEV.pdf](#)

Response from Alec Luong (PGAL) at 02:59 PM on 08/07/2018

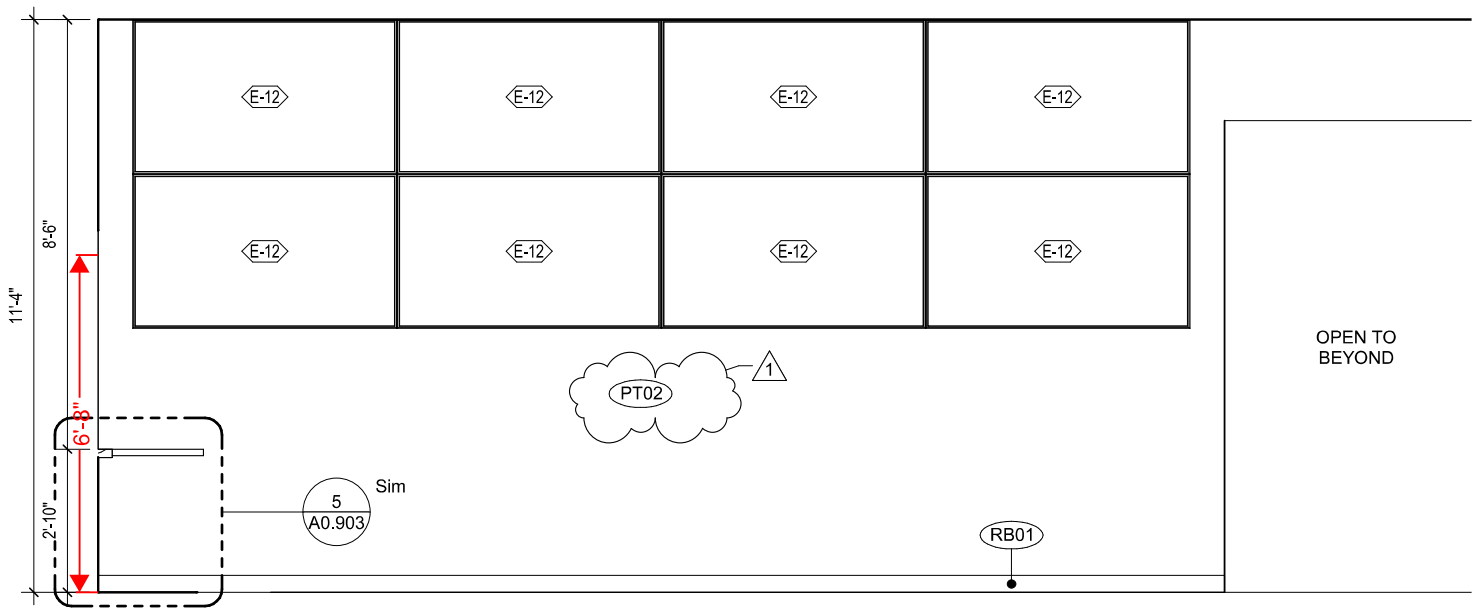
Owner to provide guidance on coordination with their subs.

Attachments:

BY _____

DATE _____

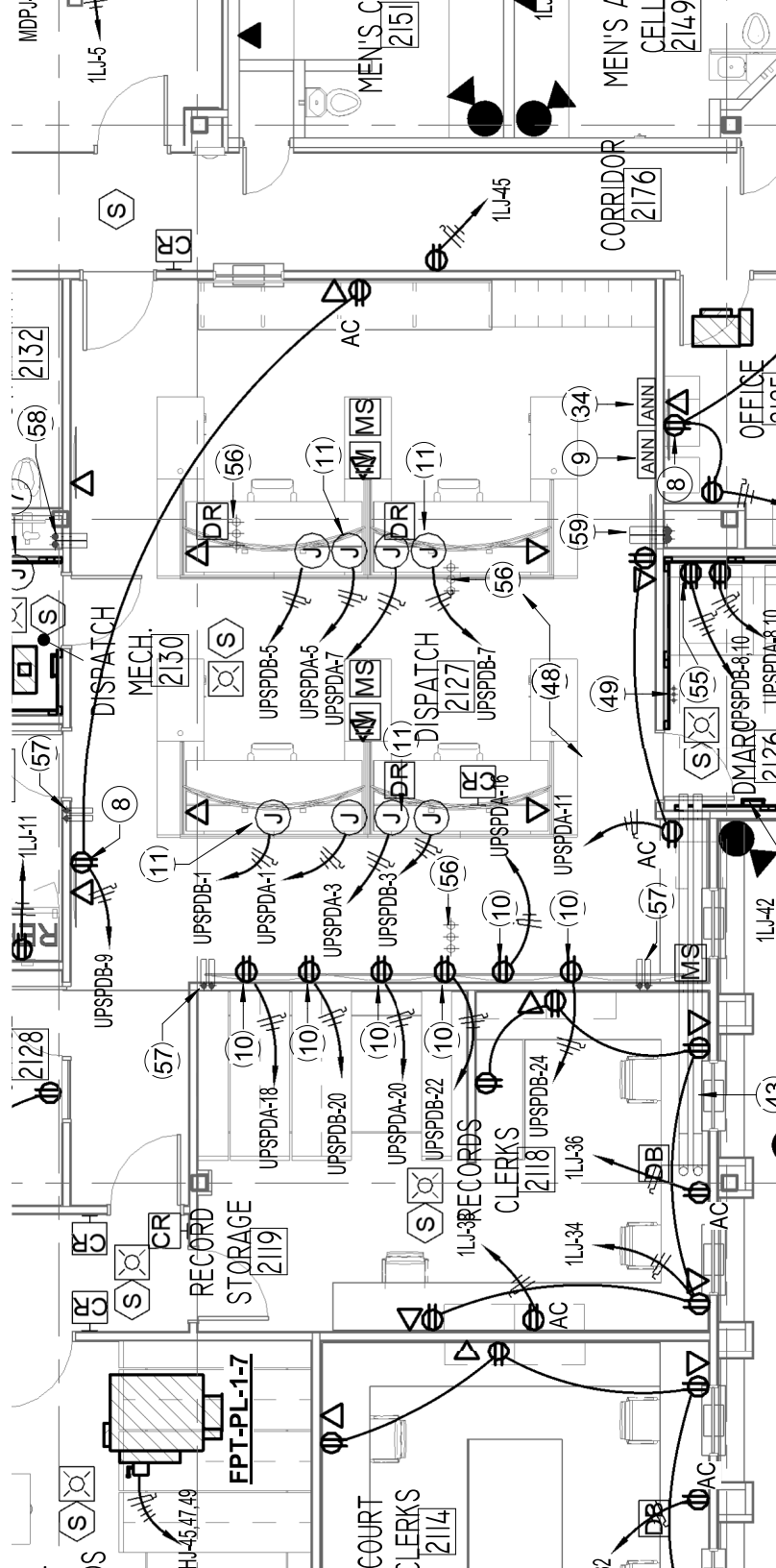
COPIES TO _____



DISPATCH 2127- WEST

3/8" = 1'-0"

2





Horizon | Christensen, a joint venture
4204 Bellaire Boulevard
Houston, Texas 77025
Phone: (713) 660-8282

Project: City of Bellaire Municipal Buildings
7008 S Rice Avenue
Bellaire, Texas 44401

PD dispatch 2127 power & data coordination

TO:	Michelle Jordan (City of Bellaire) Alfonso Rodriguez (DataVox)	FROM:	Joseph Costello (Christensen Building Group, LLC)
DATE INITIATED:	08/13/2018	STATUS:	Closed
LOCATION:	Police Dept.	DUE DATE:	09/04/2018
PROJECT STAGE:		COST CODE:	
SUB JOB:		SCHEDULE IMPACT:	TBD
COST IMPACT:	Yes (Unknown)	SPEC SECTION:	
DRAWING NUMBER:	A2.804; EP2.201, T2.201	REFERENCE:	
LINKED DRAWINGS:			
RECEIVED FROM:			

COPIES TO:

Jose Aguayo (Horizon Group Int'l), Derek Baldwin (Christensen Building Group, LLC), Russell Brown (City of Bellaire), Joseph Costello (Christensen Building Group, LLC), Kelsey Heien (Horizon Group Int'l), Michelle Jordan (City of Bellaire), Alec Luong (PGAL), Kevin Nielsen (Dailey Electric, Inc.), Alfonso Rodriguez (DataVox), Craig Tindall (Dailey Electric, Inc.), Thai Tu (Horizon Group Int'l)

Question from Joseph Costello (Christensen Building Group, LLC) at 01:18 PM on 08/13/2018

A2.804 shows 8 ea. E 12 Owner furnished & installed monitors
EP2.201, keynote 10 shows 6 screens, no specific AFF location; no IT communication
T2.201, keynote 3 shows 2 screens
DataVox has a different drawing from Contract Drawings

Please provide / confirm requirements:

1. number & locations of screens
2. required blocking
3. power & IT requirements with specific locations (including AFF)
4. Other specific requirements

Work is stopped in this area

Official Response: Kelsey Heien (Horizon Group Int'l) responded on Wednesday, September 26th, 2018 at 12:59PM CDT

As discussed in prior OAC, HC asked to continue work per this RFI and submit CO. Close RFI

Attachments:

Official Response: Kelsey Heien (Horizon Group Int'l) responded on Thursday, August 30th, 2018 at 3:44PM CDT

Provide final information regarding electrical outlets, data and AV boxes for PD Dispatch.
This RFI will supersede all other RFIs/Emails/Etc regarding this issue. DataVox to Review, then PGAL/DBR, then Owner to Authorize.
DataVox has a different drawing than Contract Documents (attached)

West Wall (Main TV Wall) - 8 TVs

A - 8 TVs (A2.201); EP2.201 calls for 6 outlets; DataVox sketch (attached) calls for 8 dedicated circuits, currently only 5 dedicated circuits are installed per EP2.201 (as one circuit has 2 TVS). DataVox/DBR to confirm 5 circuits & 6 electrical outlets is acceptable. If so, Dailey will relocate these to TV height at no cost.

B - No data is shown. DataVox sketch requests 8 data (one data per TV). Please confirm. THIS IS AN ADDED COST.

C - No AV is shown. DataVox sketch requests 8 1-gang flush mount for AV (one 1-gang per TV). Please confirm. THIS IS AN ADDED COST.
All outlets/data will be at min 7 ft to be behind TVs

North - 2 TVS (1 NE wall & 1 NW wall) - All outlets/data will be at min 5'6" to be behind TVs

D - 1 electrical outlet & 1 data shown for TV on NE wall. No 1-gang box for AV.



E - 1 data shown for TV on NW wall. NO 1-gang box for AV. ADD 1 electrical outlet on UPSDB-9 circuit. THIS IS AN ADDED COST.

South - 1 TV - All outlets/data will be at min. 5'6" to be behind TVs

F - 1 electrical outlet & 1 data shown for TV. No 1-gang box for AV.

Attachments:

[RFI 216 - DATAVOX DWG BELLAIRE_DVX-TA 3.01 AV DETAILS coordination.pdf](#)

All Replies:

Response from Kelsey Heien (Horizon Group Int'l) at 12:59 PM on 09/26/2018

As discussed in prior OAC, HC asked to continue work per this RFI and submit CO. Close RFI

Attachments:

Response from Alec Luong (PGAL) at 08:52 PM on 09/09/2018

Owner to responds. Please remove me from RFI.

Attachments:

Response from Kelsey Heien (Horizon Group Int'l) at 03:44 PM on 08/30/2018

Provide final information regarding electrical outlets, data and AV boxes for PD Dispatch.

This RFI will supersede all other RFIs/Emails/Etc regarding this issue. DataVox to Review, then PGAL/DBR, then Owner to Authorize.

DataVox has a different drawing than Contract Documents (attached)

West Wall (Main TV Wall) - 8 TVs

A - 8 TVs (A2.201); EP2.201 calls for 6 outlets; DataVox sketch (attached) calls for 8 dedicated circuits, currently only 5 dedicated circuits are installed per EP2.201 (as one circuit has 2 TVS). DataVox/DBR to confirm 5 circuits & 6 electrical outlets is acceptable. If so, Dailey will relocate these to TV height at no cost.

B - No data is shown. DataVox sketch requests 8 data (one data per TV). Please confirm. THIS IS AN ADDED COST.

C - No AV is shown. DataVox sketch requests 8 1-gang flush mount for AV (one 1-gang per TV). Please confirm. THIS IS AN ADDED COST.

All outlets/data will be at min 7 ft to be behind TVs

North - 2 TVS (1 NE wall & 1 NW wall) - All outlets/data will be at min 5'6" to be behind TVs

D - 1 electrical outlet & 1 data shown for TV on NE wall. No 1-gang box for AV.

E - 1 data shown for TV on NW wall. NO 1-gang box for AV. ADD 1 electrical outlet on UPSDB-9 circuit. THIS IS AN ADDED COST.

South - 1 TV - All outlets/data will be at min. 5'6" to be behind TVs

F - 1 electrical outlet & 1 data shown for TV. No 1-gang box for AV.

Attachments:

[RFI 216 - DATAVOX DWG BELLAIRE_DVX-TA 3.01 AV DETAILS coordination.pdf](#)

Response from Alec Luong (PGAL) at 08:06 AM on 08/17/2018

Owner to schedule coordination meeting.

Attachments:

BY

DATE

COPIES TO



Horizon | Christensen, a joint venture
4204 Bellaire Boulevard
Houston, Texas 77025
Phone: (713) 660-8282

Project: City of Bellaire Municipal Buildings
7008 S Rice Avenue
Bellaire, Texas 44401

PD Dispatch Room

TO:	Michelle Jordan (City of Bellaire)	FROM:	Efren Garcia (Christensen Building Group, LLC) 15425 North Freeway, Suite 330 Houston, Texas 77090
DATE INITIATED:	08/22/2018	STATUS:	Closed
LOCATION:	Police Dept.	DUE DATE:	08/27/2018
PROJECT STAGE:		COST CODE:	
SUB JOB:		SCHEDULE IMPACT:	No
COST IMPACT:	TBD	SPEC SECTION:	
DRAWING NUMBER:		REFERENCE:	
LINKED DRAWINGS:			
RECEIVED FROM:	Kevin Nielsen (Dailey Electric, Inc.)		

COPIES TO:

Jose Aguayo (Horizon Group Int'l), Derek Baldwin (Christensen Building Group, LLC), Joseph Costello (Christensen Building Group, LLC), Efren Garcia (Christensen Building Group, LLC), Kelsey Heien (Horizon Group Int'l), Michelle Jordan (City of Bellaire), Alec Luong (PGAL), Kevin Nielsen (Dailey Electric, Inc.), Thai Tu (Horizon Group Int'l)

Question from Efren Garcia (Christensen Building Group, LLC) at 10:37 AM on 08/22/2018

Provide direction on the number of outlets and data drops needed to be provided by Dailey in the dispatch room on the west wall.

Official Response: Efren Garcia (Christensen Building Group, LLC) responded on Friday, August 24th, 2018 at 10:32AM CDT

Provide Direction on the data and electrical outlet heights and locations for the highlighted areas in the dispatch room. (Attached Drawing)

See
RFI 216

Also provide circuitry information for the proposed added outlet for the TV on the north east highlighted in green.

Attachments:

[Dispatch Room TV's.PNG](#)

All Replies:

Response from Kelsey Heien (Horizon Group Int'l) at 09:58 AM on 09/04/2018

Refer to RFI 216

Attachments:

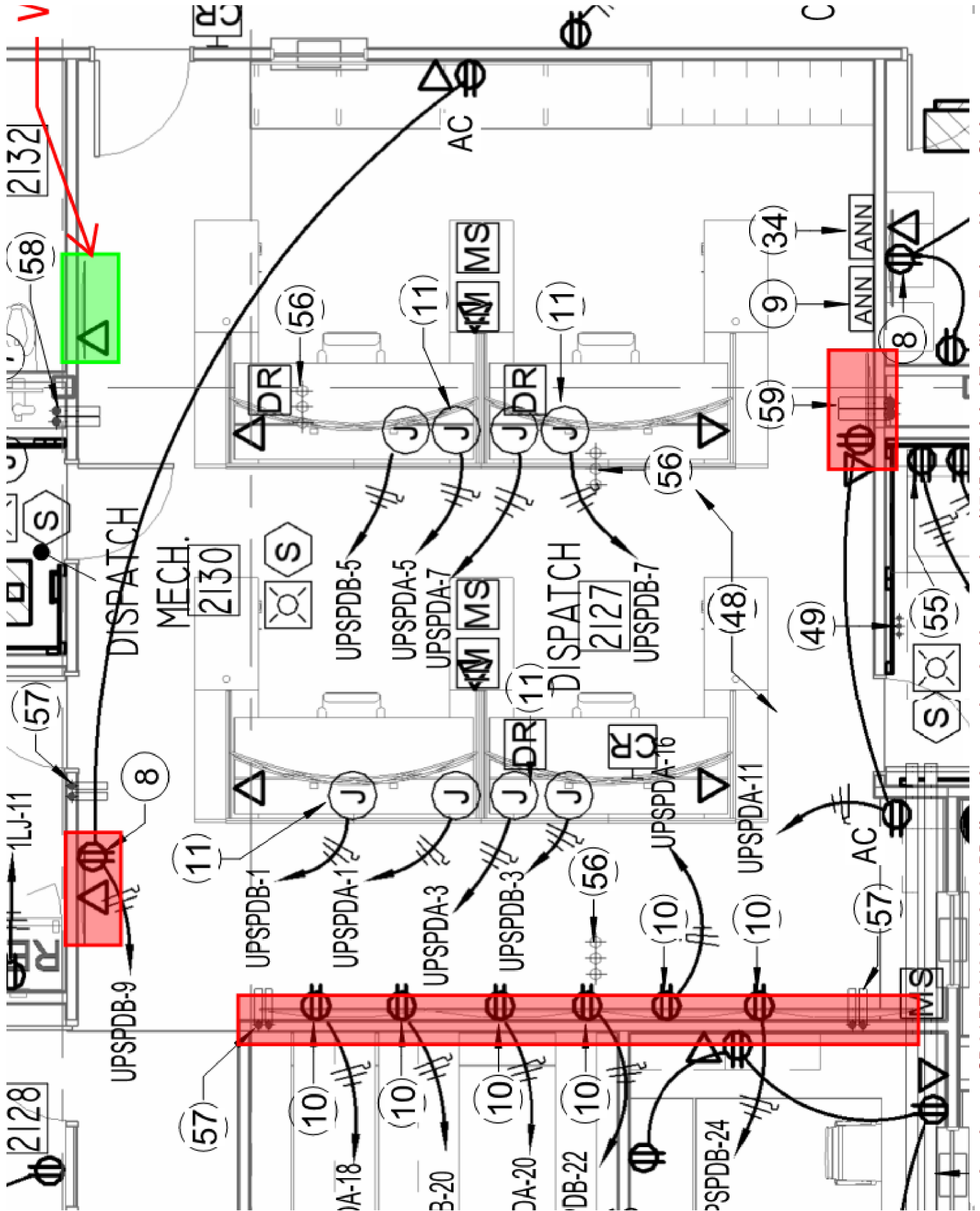
Response from Efren Garcia (Christensen Building Group, LLC) at 10:32 AM on 08/24/2018

Provide Direction on the data and electrical outlet heights and locations for the highlighted areas in the dispatch room. (Attached Drawing)

Also provide circuitry information for the proposed added outlet for the TV on the north east highlighted in green.

Attachments:

[Dispatch Room TV's.PNG](#)



Joseph Costello

From: Michelle Jordan <MJordan@bellairetx.gov>
Sent: Thursday, October 11, 2018 7:49 PM
To: Kelsey Heien
Cc: Joseph Costello; LAURA THURMOND; Mark Christensen; Karl Miller
Subject: RE: RFI 212, 221 & 231 associated with dispatch room revisions

Do we have an formal CP for this yet? Yes, I agree that the work is necessary and will be paid.

Michelle Jordan

Project Manager
 Parks, Recreation and Facilities
 713-662-8281

From: Kelsey Heien <kheien@hgiusa.com>
Sent: Monday, October 8, 2018 2:39 PM
To: Michelle Jordan <MJordan@bellairetx.gov>
Cc: Joe Costello (joseph@christensenbuilding.com) <joseph@christensenbuilding.com>; LAURA THURMOND <lthurmond@hgiusa.com>; Mark Christensen (mark@christensenbuilding.com) <mark@christensenbuilding.com>; Karl Miller <kmiller@bellairetx.gov>
Subject: FW: RFI 212, 221 & 231 associated with dispatch room revisions

Michelle – attached are Dailey’s change orders for the changes in the PD Dispatch (adding data boxes, power, etc). These are items NOT shown on the drawings.

But the bigger issue here is that our Subs are wanting signed change orders before they start work. This is a result of HC not receiving signed COs from the Owner, so we cannot pay our Subs for work they completed in good faith (via RFI process). This issue could have big impacts on schedule.

Kind regards,

Kelsey Heien
 713-416-3656

From: Kevin Nielsen <KNielsen@daileyelectric.com>
Sent: Monday, October 8, 2018 10:24 AM
To: Joseph Costello <joseph@christensenbuilding.com>
Cc: Kelsey Heien <kheien@hgiusa.com>
Subject: RE: RFI 212, 221 & 231 associated with dispatch room revisions

Kelsey, Joe,

Please see attached. I will not proceed with these until a contract change order is sent. Pleaser advise.

Thank you,

Kevin Nielsen
 Project Manager

Attachment: CP 34 RFI 212, 216 & 221 PD dispatch room data & video complete (2745 : Municipal Facilities Project - Horizon Christensen



PROJECT NO: 17005
PROJECT: BELLAIRE MUNICIPAL FACILITIES
CLIENT: CITY OF BELLAIRE
ARCHITECT: PGAL
CHANGE PROPOSAL: RFI 212, 216 & 221 PD dispatch room data & video
PROPOSAL DATE: 11/24/2018

DIV.	NAME	CITY HALL/CIVIC CENTER	POLICE DEPARTMENT/ COURTS	COMMENTS
	Oxford	-	-	blocking
	YSD	-	385	gyp board
	Bundren	-	-	paint
	Dailey		1,505	electrical
	Dailey		295	electrical
	SUBTOTAL - COST OF WORK	-	2,185	
	BUILDER'S RISK INSURANCE	0	5	0.24%
	GENERAL LIABILITY	0	9	0.39%
	FEE: 2.75%	0	63	2.75%
	TOTAL COST WITHOUT BOND	0	2,262	
	BOND	0	18	0.78%
	TOTAL COST WITH BOND	0	2,280	2,280

Notes:

1. Per RFI 216, added 8 data & 8 AV drops at video wall; 1 North wall power outlet
2. Work proceeded as approved by the City of Bellaire
3. Pricing excludes all other costs not explicitly identified hereir
4. Excludes Owner subcontractor costs & coordination
5. Drawings and documentation were not provided. Pricing based on Construction team's interpretation of verbal instruction
6. Excludes all rework costs associated with any misunderstanding or interpretation of scope
7. In order to not impact the completion schedule, work is in progress
8. The HCJV reserves all rights to reimbursement for costs incurred

Young & Sons

RFI 212, 216 & 221 PD dispatch video & data changes

		Hrs.	Labor	Total
PD	Remove, replace & patch gyp bd at added & moved outlets (17 ea.). Allocated cost only for this change	4	55	220
	T & F at added & moved outlets	3	55	165
	Total Cost			385

ADJUSTMENT FOR CHANGES IN WORK

PROJECT NO: REQUEST FOR PROPOSAL NO. _____ DATE: 10/8/2018

PROJECT TITLE: BELLAIRE MUNICIPAL FACILITIES
CONTRACTOR: DAILEY ELECTRIC, INC.

DESCRIPTION OF CHANGE IN WORK: Adding Data boxes for Video wall Per RFI 212 & 216

PCO #H10065-32B

****DESCRIPTION**** USE SEPARATE LINE FOR LABOR, MATERIAL, EQUIPMENT, OR OTHER	QUANTITY REQUIRED	UNIT MEASURE	COST PER UNIT	LABOR EXTENSION	MATERIAL EXTENSION	SUB CONTRACT
1" PLASTIC BUSHING	4	EA	0.42	0.72	1.68	
1-1/4" PLASTIC BUSHING	4	EA	0.54	0.80	2.16	
1" EMT	40	FT	1.20	2.20	48.00	
1-1/4" EMT	40	FT	1.94	2.48	77.60	
1" 90 DEG. EL	4	EA	7.93	1.00	31.72	
1-1/4" 90 DEG. EL	4	EA	8.67	1.28	34.68	
1" EMT CONN. - SET-SCREW STEEL	8	EA	1.24	0.96	9.92	
1-1/4" EMT CONN. - SET-SCREW STEEL	8	EA	2.57	1.28	20.56	
1" EMT COUP. - SET-SCREW STEEL	4	EA	1.32	0.24	5.28	
1-1/4" EMT COUP. - SET-SCREW STEEL	4	EA	2.64	0.28	10.56	
1" STRAP	8	EA	0.47	0.32	3.76	
1-1/4" STRAP	8	EA	0.71	0.34	5.68	
4" SQ. - 2-1/8" DEEP	8	EA	1.68	2.40	13.44	
4" SQ. 1G P.R.	8	EA	1.17	1.20	9.36	
BOX SUPPORT	8	EA	1.76	2.00	14.08	
FASTENERS	16	EA	0.22	0.32	3.52	
PULL WIRE	80	FT	0.02	0.24	1.60	

LABOR				
FOREMAN	1.81	Hr.	40.26	72.71
ELECTRICIAN	9.03	Hr.	35.87	323.91
ELECTRICIAN HELPER	9.03	Hr.	27.26	246.16
PROJECT MANAGEMENT/SUPERVISION	2.17	Hr.	49.02	106.24
SUBTOTALS			749.01	293.6
				0
(A) SUBTOTAL LABOR + MATERIALS + EQUIPMENT + OTHER				1,043
(B) PAYROLL TAXES AND INSURANCE: 43% OF LABOR				322
(C) CONSUMABLE MATERIALS (8.25%) TAX				0
SUBTOTAL				1,365
(D) PLUS OVERHEAD			5 %	68
SUBTOTAL				1,433
(E) PLUS PROFIT			5 %	72
TOTAL THIS CHANGE				1,505

ADJUSTMENT FOR CHANGES IN WORK

PROJECT NO: REQUEST FOR PROPOSAL NO. _____ DATE: 10/8/2018

PROJECT TITLE: BELLAIRE MUNICIPAL FACILITIES
CONTRACTOR: DAILEY ELECTRIC, INC.

DESCRIPTION OF CHANGE IN WORK: Adding power for wall mounted TV on north wall of dispatch area per RFI ~~231~~. This pricing is using an existing circuit UPSPDB-9.

~~231~~
221
& 216

PCO #H10065-33B

****DESCRIPTION**** USE SEPARATE LINE FOR LABOR, MATERIAL, EQUIPMENT, OR OTHER	QUANTITY REQUIRED	UNIT MEASURE	COST PER UNIT	LABOR EXTENSIO N	MATERIAL EXTENSION	SUB CONTRACT
4" SQ. - 2-1/8" DEEP	1	EA	1.68	0.30	1.68	
4" SQ. 1G P.R.	1	EA	1.17	0.15	1.17	
BOX SUPPORT	1	EA	1.76	0.25	1.76	
FASTENERS	9	EA	0.22	0.18	1.98	
12/2 W/ GRND & IG GRND MC CABLE	25	FT	1.08	1.00	27.00	
MC CABLE CONNECTOR	2	EA	1.43	0.36	2.86	
ANTI-SHORT BUSHING	2	EA	0.33	0.04	0.66	
MC CABLE STRAPS	9	EA	0.23	0.04	2.07	
20A CLOCK OUTLET	1	EA	19.70	0.40	19.70	
LABOR						
FOREMAN	0.27	Hr.	40.26	10.93		
ELECTRICIAN	1.36	Hr.	35.87	48.71		
ELECTRICIAN HELPER	1.36	Hr.	27.26	37.02		
PROJECT MANAGEMENT/SUPERVISION	1.00	Hr.	49.02	49.02		
SUBTOTALS				145.69	58.88	0
(A) SUBTOTAL LABOR + MATERIALS + EQUIPMENT + OTHER						205
(B) PAYROLL TAXES AND INSURANCE: 43% OF LABOR						63
(C) CONSUMABLE MATERIALS (8.25%) TAX						0
SUBTOTAL						267
(D) PLUS OVERHEAD				5 %		13
SUBTOTAL						281
(E) PLUS PROFIT				5 %		14
TOTAL THIS CHANGE						295



PD dispatch room
picture taken Sept 4
Removed sheetrock for
all video wall issues
RFI 212, 216 & 221



December 4, 2018

Ms. Michelle Jordan
 City of Bellaire Parks, Rec and Facilities Project Manager
 7008 South Rice Avenue
 Bellaire, TX 77401
Sent via email to Michelle Jordan at mjordan@bellairetx.gov

Re: City of Bellaire Municipal Facilities Project
 Subject: Change Proposal 35 RFI 267 PD VCT file room 2117

Michelle,

Attached are costs for RFI 267 PD VCT file room 2117 (under files only)

<u>Bldg.</u>	<u>RFI Description</u>	<u>Value</u>
PD	267 VCT under movable files (only)	287
	Total additional cost	287
	Total cost impact this Change Proposal	287
	Total critical path schedule impact	-

Work is complete. See attached qualifications.

Please execute & return

Regards,
 for Horizon / Christensen JV

Joseph J Costello

Attachments: Cost Breakdown Form

xc: CBG, HGI, PGAL

APPROVALS:

Michelle Jordan – Date
 City of Bellaire

Paul Hofmann – Date
 City of Bellaire

Alec Luong – Date
 PGAL

Attachment: CP 35 RFI 267 PD VCT file room floor complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)



Horizon | Christensen, a joint venture
 4204 Bellaire Boulevard
 Houston, Texas 77025
 Phone: (713) 660-8282

Project: City of Bellaire Municipal Buildings
 7008 S Rice Avenue
 Bellaire, Texas 44401

PD Room 2117 SC02 finish floor confirmation

TO:	Michelle Jordan (City of Bellaire)	FROM:	Thai Tu (Horizon Group Int'l) 4204 Bellaire Boulevard Houston, Texas 77025
DATE INITIATED:	11/19/2018	STATUS:	Closed
LOCATION:	Police Department	DUE DATE:	11/24/2018
PROJECT STAGE:		COST CODE:	
SUB JOB:		SCHEDULE IMPACT:	TBD
COST IMPACT:	Yes (Unknown)	SPEC SECTION:	
DRAWING NUMBER:		REFERENCE:	
LINKED DRAWINGS:			
RECEIVED FROM:	Thai Tu (Horizon Group Int'l)		
COPIES TO:			
Derek Baldwin (Christensen Building Group, LLC), Joseph Costello (Christensen Building Group, LLC), Kelsey Heien (Horizon Group Int'l), Michelle Jordan (City of Bellaire), Zach Landt (Architectural Floors), Alec Luong (PGAL), Thai Tu (Horizon Group Int'l)			

Question from Thai Tu (Horizon Group Int'l) at 09:12 AM on 11/19/2018

Please confirm room 2117 evidence storage is to have SC02 finish for the full room including underneath the high density storage as shown on the drawings?

Official Response: Michelle Jordan (City of Bellaire) responded on Wednesday, November 28th, 2018 at 10:12AM CST

VCT should be under the files, on top of the plywood deck. Kelsey, please review your wording.

Attachments:

Official Response: Michelle Jordan (City of Bellaire) responded on Tuesday, November 20th, 2018 at 12:59PM CST

Under high density storage can be VCT.

Attachments:

All Replies:

Response from Michelle Jordan (City of Bellaire) at 10:12 AM on 11/28/2018

VCT should be under the files, on top of the plywood deck. Kelsey, please review your wording.

Attachments:

Response from Kelsey Heien (Horizon Group Int'l) at 11:49 AM on 11/21/2018

Per OAC mtg 11/21/18 - Michelle requests floor to match other VCT floors. VCT to be on deck only, not under files. City agreed to HCJV submitting CO.

Attachments:



PROJECT NO: 17005
PROJECT: BELLAIRE MUNICIPAL FACILITIES
CLIENT: CITY OF BELLAIRE
ARCHITECT: PGAL
CHANGE PROPOSAL: CP 35 RFI 267 PD VCT under movable files (only) room 2117
PROPOSAL DATE: 12/4/2018

DIV.	NAME	CITY HALL/CIVIC CENTER	POLICE DEPARTMENT/ COURTS	COMMENTS
	Architectural Floors		275	flooring
	SUBTOTAL - COST OF WORK	-	275	
	BUILDER'S RISK INSURANCE	0	1	0.24%
	GENERAL LIABILITY	0	1	0.39%
	FEE: 2.75%	0	8	2.75%
	TOTAL COST WITHOUT BOND	0	285	
	BOND	0	2	0.78%
	TOTAL COST WITH BOND	0	287	287

Notes:

1. Work is complete as approved by the City of Bellaire
2. Pricing excludes all other costs not explicitly identified herein



ARCHITECTURAL FLOORS

1803 Allen Parkway
Houston, TX 77019

Phone (713) 627-2112
Fax (713) 627-0870

1 d H.2.a.13

REQUEST FOR CHANGE ORDER

Project Name: Bellaire - Municipal Buildings
Address: 7708 S. Rice Ave. Bellaire, TX 77401
Proposal Date: December 3, 2018

Qty	Units	Product/Service Description	Unit Price	Total Price
<u>Quantities per RFI #0267 (11/19/2018)</u>				
<u>Section: 096519 - Resilient Tile Flooring</u>				
<u>City of Bellaire - Police and Courts Building</u>				
<u>Install VCT-1 (Armstrong) under HD Storage Units in Evidence Storage (2117)</u>				
225	SF	<u>ADD:</u> VCT-1: Armstrong Standard Excelon VCT; Antique White 51811	\$1.22	\$274.50
Subtotal			ADD	\$274.50
Sales Tax (EXCLUDED)				
Total			ADD	\$274.50

Attachment: CP 35 RFI 267 PD VCT file room floor complete (2745 : Municipal Facilities Project - Horizon Christensen Change Order)

Mayor and Council

Council Chamber, First Floor of City Hall
Bellaire, TX 77401-4411

City of Bellaire

Meeting: 12/17/18 07:00 PM

Department: Public Works

Category: Ordinance

Department Head: Michael Leech

DOC ID: 2655

SCHEDULED**ORDINANCE (ID # 2655)**

Item Title:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager of the City of Bellaire, Texas, to execute, for and on behalf of the City of Bellaire, Texas, an "Application for Pay Estimate No. 5 – Final" with Main Lane Industries, Ltd., in the amount of \$229,630.49 to a contract for the FY 2017 Street and Sidewalk Pavement Management Project and authorizing the City to make the final payment to Main Lane Industries, Ltd., on said project in the amount of \$229,530.49 - Submitted by Michael Leech, Director of Public Works.

Background/Summary:

The purpose of this agenda item is to request City Council approval of the release of project retainage and of the final payment to Main Lane Industries for the FY17 Pavement Management Program Project (PMP).

To achieve the maximum useful life of street pavement infrastructure, maintenance must be performed over the life cycle of the asset. The City of Bellaire Pavement Management Program was put in place several years ago with the intent of providing such maintenance. The goal of the program was to invest annually into the City's pavement and sidewalk infrastructure to maximize its useful life. This investment is intended to make sure that the existing street infrastructure lasts as long as possible until it is ultimately upgraded and replaced through a future bond program.

The FY17 PMP project addressed the following blocks:

- 5300 Block of Grand Lake
- 4900-5000 Blocks of Maple
- 4500 Block of Holt
- 4500 Block of Mayfair
- 4700-4800 Blocks of Evergreen (includes striping)
- 100 Pembroke
- 4400 Effie (curb and gutter work)

Sidewalks were repaired or replaced at the following blocks:

- 100 Beverly
- 4500-4600 Birch
- 4500 Braeburn

Main Lane Industries, Ltd., performed the work satisfactorily and Public Works requests the final pavement and release of retainage.

Previous Council Action Summary:

January 23, 2017 - Council approved Ordinance # 17-005 awarding engineering services with ARKK Engineers, Inc. for the FY 2017 Street and Sidewalk Pavement Management Project in an amount not to exceed \$200,300.

November 6, 2017 - Council approved Ordinance # 17-069 awarding the construction bid for FY 2017 Street and Sidewalk Pavement Management Project in an amount not to exceed \$1,264,230.

Fiscal Impact:

The difference of \$320,632.10 between the Original Contract Amount (\$1,264,630) and the Final Construction Amount (\$943,597.90) will be used to fund future phases of the PMP.

Recommendation:

The Public Works Department recommends for City Council to approve the final payment and release retainage to Main Lane Industries, Ltd., and authorization for the City Manager of the City of Bellaire, Texas, to execute the final payment and release of retainage with Main Lane Industries, Ltd. in the amount of \$229,630.49.

ATTACHMENTS:

- FY2017 PMP Letter of Recommendation (PDF)
- Final Payment to Main Lane Industries Ltd - FY 2017 Street and Sidewalk Pavement Management Project (DOC)



December 6, 2018

Mr. Michael Leech
Director of Public Works
City of Bellaire
7008 S. Rice Ave.
Bellaire, Texas 77401

Re: **Contract Closeout**
FY 2017 Street & Sidewalk Pavement Management Project
City of Bellaire, Texas
ARKK Job No. 16-031

Dear Mr. Leech:

As you are aware, construction on the above referenced project is complete. Enclosed please find the Contract Closeout Documents for the above referenced project:

1. "Agreement of Final Payment and Contractor's Sworn Release" with Affidavit stating all bills have been paid.
2. Exhibit "A" – Pay Estimate No. 5 – Final.
3. City Engineer's "Certificate of Completion".

The project was substantially completed October 31, 2018; therefore, the one year warranty period for the project started October 31, 2018. The documents are in order and the work has been completed. We recommend payment of the Final Payment request and acceptance of the work by the City. Upon acceptance, the City should issue a "Certificate of Acceptance" of the work to the Contractor.

Sincerely,

ARKK Engineers, LLC

A handwritten signature in blue ink, appearing to read 'James B. Andrews II', is written over the printed name.

James B. Andrews II, P.E.
City Engineer

Attachment: FY2017 PMP Letter of Recommendation (2655 : Close Project and Release Retainage for PMP Streets and Sidewalk)

Agreement of Final Payment
and
Contractor's Sworn Release

ATTACHMENT NO. 2 TO GENERAL CONDITIONS

AGREEMENT FOR FINAL PAYMENT AND CONTRACTOR'S SWORN RELEASE

In order to insure that the rights, obligations and responsibilities of all parties to the original contract document are fully protected, which contract document was signed and executed on the day of December 6, 2017 by Main Lane Industries, Ltd., referred to therein as CONTRACTOR and hereinafter referred to as CONTRACTOR, and the CITY OF BELLAIRE, TEXAS on the 10th day of October, 2018, and further in consideration for the final payment of all sums due and claimed by the CONTRACTOR against the CITY OF BELLAIRE, TEXAS, the CONTRACTOR makes the following representations to the CITY OF BELLAIRE, TEXAS, either individually if a proprietorship, jointly by all partners if a partnership, or if a corporation, by action of the president and secretary of said corporation, as duly authorized by appropriate action of the stockholders and/or board of directors of said corporation, their signatures hereon constituting a representation under oath by said individuals that they have the power and authority to execute this Agreement for and on behalf of the said corporation:

I.

The CONTRACTOR has received 5 (number) payments pursuant to 5 (number) of CONTRACTOR Payment Estimates, copies of which are attached hereto and marked Exhibit "A", presented to the CITY OF BELLAIRE, TEXAS and paid during the progress of the job referred to in the Contract between the parties; and in this regard, the undersigned CONTRACTOR represents to the CITY OF BELLAIRE, TEXAS that it does not claim nor intend to claim at any future date, any additional sums of money of any nature whatsoever under and by virtue of the payment estimates previously submitted to the PROFESSIONAL for approval, or any other sums of money of any nature whatsoever for materials furnished and used in the job or for work done, and hereby releases and discharges the CITY OF BELLAIRE, TEXAS from any liabilities of any nature

whatsoever, for any claims of any nature made by the CONTRACTOR at some future date, or by its successors or assigns.

II.

The undersigned CONTRACTOR further represents to the CITY OF BELLAIRE, TEXAS that the Final Payment Estimate, reflecting all associated Change Orders, if any, submitted by the CONTRACTOR to the CITY OF BELLAIRE, TEXAS, whether or not modified, corrected or changed in some way by deletions or other modifications by the PROFESSIONAL, the CONTRACTOR or the CITY OF BELLAIRE, TEXAS, a copy of which is attached hereto and marked Exhibit "B", is true, correct and accurate; and it is further agreed and stipulated by the undersigned CONTRACTOR that upon the receipt of final payment in the amount as set out on the Final Payment Estimate and Change Order, the CONTRACTOR, by execution of this instrument of release, does, therefore, release and forever discharge the CITY OF BELLAIRE, TEXAS of and from all manner of debts, demands, obligations, suits, liabilities and causes of action of any nature whatsoever under and by virtue of the terms and provisions of the Contract hereinbefore referred to, and any change or modification thereof, or in any manner growing out of or arising from or by virtue of the work, labor and services performed by the CONTRACTOR.

III.

CONTRACTOR, in addition to the provisions set out in the contract document, agrees to indemnify and hold the CITY OF BELLAIRE, TEXAS harmless from any and all causes of action, claims, demands or suits made by any person or other entity against the CITY OF BELLAIRE, TEXAS, by reason of the work performed by such CONTRACTOR, and agrees to defend or to cause the same to be defended at the CONTRACTOR's sole expense and obligation, whenever such actions may be brought, and further to pay all costs incurred by the CITY OF BELLAIRE, TEXAS in the defense thereof, including administrative costs and attorney's fees, and further to pay any

judgments or settlements which may be entered into or agreed to against or for the benefit of the CITY OF BELLAIRE, TEXAS. It is, however, specifically agreed that the CITY OF BELLAIRE, TEXAS shall not enter into any settlement agreements without the acquiescence and agreement of the CONTRACTOR.

IV.

The CONTRACTOR, acting by and through the person or persons whose names are subscribed hereto, does solemnly swear and affirm that all bills and claims have been paid to all materialmen, suppliers, laborers, subcontractors, or other entities performing services or supplying materials, and that the CITY OF BELLAIRE, TEXAS shall not be subject to any bills, claims, demands, litigation or suits in connection therewith.

V.

It is further specifically understood and agreed that this Agreement for Final Payment and Contractor's Sworn Release shall constitute a part of the original Contract of the parties heretofore previously referred to, and it is also specifically understood and agreed that this Agreement shall not act as a modification, waiver or renunciation by the CITY OF BELLAIRE, TEXAS of any of its rights or remedies as set out in the contract itself, but this Agreement for Final Payment and Contractor's Sworn Release shall constitute a supplement thereto for the additional protection of the CITY OF BELLAIRE, TEXAS.

VI.

This Agreement for Final Payment and Contractor's Sworn Release shall be considered to be continuing and binding upon the parties hereto and shall not terminate upon receipt and acceptance by the CONTRACTOR of final payment, but shall be deemed continuing so long as any actions, claims or other demands contemplated herein against the CITY OF BELLAIRE, TEXAS, may lawfully be brought under applicable statutes of limitations, and shall in addition be deemed to be

continuing for such additional period of time as shall be necessary to compensate and repay to the CITY OF BELLAIRE, TEXAS, all costs or damages incurred by it by reason of such claims.

SIGNED and EXECUTED this, the 10th day of October, 2018.

CONTRACTOR


Signature

Print Name: Anthony Colombo
President

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

AIA Document G706

(Instructions on reverse side)

OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
SURETY ☐
OTHER ☐

H.2.b.1

TO OWNER:

(Name and address)

CITY OF BELLAIRE

PROJECT:

(Name and address)

FY 2018 STREET & SIDEWALK
PAVEMENT MANAGEMENT PROJECT

ARCHITECT'S PROJECT NO.:

ARKK JOB NO. 16-031

BID NO. 17-011

CONTRACT FOR:

FY 2018 STREET & SIDEWALK

PAVEMENT MANAGEMENT PROJECT

CONTRACT DATED:

DECEMBER 6, 2017

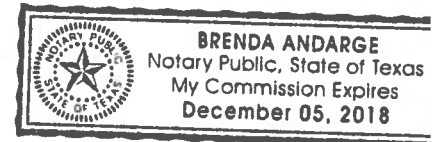
STATE OF: TEXAS

COUNTY OF: HARRIS

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:

NONE



SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose.

Indicate attachment: ☒ yes ☐ no

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

CONTRACTOR:

(Name and address)

MAIN LANE INDUSTRIES, LTD
14115 LUTHE RD STE 100
HOUSTON, TX 77039

BY:

(Signature of authorized representative)

VERNON PLOWMAN OPERATIONS MANAGER
(Printed name and title)

Subscribed and sworn to before me on this date: 10/4/2018

Notary Public:

Brenda Andarge

My Commission Expires: 12/5/2018



CAUTION: You should sign an original AIA document that has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced. See Instruction Sheet for Limited License for Reproduction of this document.



AIA DOCUMENT G706 • CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
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G706 Packet Pg. 258

Attachment: FY2017 PMP Letter of Recommendation (2655 : Close Project and Release Retainage for PMP Streets and Sidewalk)

Exhibit “A”

Pay Estimate No. 5-Final



December 6, 2018

Mr. Michael Leech
Director of Public Works
City of Bellaire
7008 S. Rice Avenue
Bellaire, Texas 77401

RE: FY 2017 Street & Sidewalk Pavement Management Project
City of Bellaire
ARKK Job No. 16-031

Enclosed please find one copy of the following items for the above referenced project:

1. Application for Payment No. 5-Final
2. Pay Estimate No. 5-Final
3. Daily Report Summary

The amount of Application for Payment No. 5-Final is **\$229,630.49**

ARKK Engineers, LLC. has reviewed this application and recommends payment of said application.

Sincerely,

ARKK Engineers, LLC

A handwritten signature in blue ink, appearing to read 'James B. Andrews II', is written over a light blue circular stamp.

James B. Andrews II, P.E.
Senior Project Manager

JBA/bv

cc: Mr. Victor Gonzalez - ARKK Engineers, LLC
Mr. Vernon Plowman - Main Lane Industries, Ltd.



CITY OF BELLAIRE

Estimate No. : 5-Final
 Cut off Date : 10/31/2018
 Estimate Date : 12/6/2018

ESTIMATE AND CERTIFICATE FOR PAYMENT UNIT PRICE WORK

Project Name : FY 2017 Street & Sidewalk Pavement Management Project
 Contractor Name : Main Lane Industries, Ltd.
 Address : 14115 Luthe Road, Houston, Texas 77039

CONTRACT INFORMATION

Contract Date : 10/5/2018
 Notice to Proceed Date : 1/8/2018
 Current Completion Date : 1/7/2019
 Percentage Complete
 By Time : 81.37% In Place : 74.64%

Original Contract Time : 365
 Approved Extensions : 0
 Total Contract Time : 365
 Days Used to Date : 297
 Days Remaining to Date : 68

1. Original Contract Amount \$1,264,230.00

2. Approved Change Orders

No.	Date	Add. Days	Amount

\$ -
TOTAL CONTRACT AMOUNT : \$ 1,264,230.00

A. EARNINGS TO DATE

1. Work Complete to Date 74.64% Completed to Date
 2. Materials on Hand

\$ 943,597.90
 \$ -

TOTAL EARNINGS TO DATE : \$ 943,597.90

B. DEDUCTIONS

1. Retainage 0.00% of \$ 943,597.90
 2. Liquidated Damages 0 Days at \$0.00 per day.

\$ -
 \$ -

TOTAL DEDUCTIONS TO DATE : \$ -

C. AMOUNT DUE THIS PERIOD

1. Total Earnings to Date
 2. Total Deductions to Date
 3. Total Payment Due to Date
 4. Less Previous Payments

\$ 943,597.90
 \$ -
 \$ 943,597.90
 \$ 713,967.41

TOTAL AMOUNT DUE TO THE CONTRACTOR THIS DATE : \$ 229,630.49

This Section is for Finance Processing

D. THIS PERIOD

1. Work Complete this Period (Earnings This Period)
 2. Retainage Held This Period -5.00% of \$ 192,053.26
 3. Release of Project Retainage 5.00% of \$ 943,597.90

\$ 192,053.26
 \$ (9,602.66)
 \$ 47,179.89

PAYMENT DUE : \$ 229,630.49

PAYMENT OF THE ABOVE AMOUNT DUE THIS APPLICATION IS RECOMMENDED

Prepared By: Bob Koo 12/6/2018
 Construction Manager Date

Recommended By: James B. [Signature] 12/6/2018
 City Engineer Date

Approved By: _____
 Special Project Manager Date

Approved By: _____
 Director of Public Works



CITY OF BELLAIRE

ESTIMATE DETAILS FOR PAYMENT OF UNIT PRICE ITEMS

Project Name: FY 2017 Street & Sidewalk Pavement Management Project
Contractor: Main Lane Industries, Ltd.
Date Range: 9/1/18 - 10/31/18

Project Number: 16-031
Estimate No.: 5-Final

Item No.	Description	Unit	Plan	Unit Price	Mo Qty	Mo. Amount \$	Qty To Date	Amt to Date\$
BASE BID ITEMS - PAVING								
1	Miscellaneous Allowance (Fixed Amount of \$100,000.00) for use by City for General Construction Items, as directed by the Engineer, Complete in Place, the Sum of:	L.S.	1	\$100,000.00	26.97%	\$ 26,969.16	26.97%	\$ 26,969.16
2	Mill existing hot mix asphaltic concrete overlay (all depths), complete in place, the sum of	S.Y.	17,000	\$3.00	0.00	\$ -	16,951.86	\$ 50,855.58
3	Asphalt overlay, level up course including tack coat to provide cross section and grades as directed by Engineer after survey by Contractor, complete in place, the sum of	TON	100	\$110.00	321.00	\$ 35,310.00	321.00	\$ 35,310.00
4	Asphalt overlay, surface course (2"), including tack coat, complete in place, the sum of	S.Y.	17,000	\$15.00	1,917.32	\$ 28,759.80	17,552.51	\$ 263,287.65
5	Asphalt base repair, including sawcutting, excavation, placement, and compaction of 8" minimum thickness black base subgrade, complete in place, the sum of:	S.Y.	100	\$120.00	0.00	\$ -	0.00	\$ -
6	Clean and seal existing cracks prior to overlay, and expansion joints, hot rubber asphalt compound, (cracks >1/4"), complete in place, the sum of	L.F.	6,000	\$3.00	900.00	\$ 2,700.00	6,007.00	\$ 18,021.00
7	Remove and replace existing concrete pavement on 12" cement stabilized sand, match existing thickness (7" min), including required sawcutting, reinforcement, undercut, dowel bars drilled into existing pavement, and subgrade, complete in place, the sum of	S.Y.	2,800	\$125.00	90.66	\$ 11,332.50	1,794.15	\$ 224,268.75
8	Remove and replace existing concrete curb, including sawcutting and reinforcement, complete in place, the sum of	L.F.	1,800	\$22.00	327.00	\$ 7,194.00	1,740.00	\$ 38,280.00
9	Remove and replace existing curb and gutter, all types, monolithically, including sawcutting and reinforcement, complete in place, the sum of	L.F.	1,100	\$74.00	634.00	\$ 46,916.00	2,102.99	\$ 155,621.26
10	Remove and replace existing concrete driveways for pavement point repair, including sawcutting, reinforcement and 6" cement stabilized sand subgrade, match existing driveway material, color, and pattern, complete in place, the sum of	S.Y.	400	\$130.00	251.86	\$ 32,741.80	514.22	\$ 66,848.60
11	Remove and Replace Existing concrete Inlet Apron, Complete in Place Sum of:	EA.	1	\$5,900.00	0.00	\$ -	1.00	\$ 5,900.00
12	Adjust Manhole Covers to Grade, Complete in Place, the Sum of:	EA	10	\$400.00	0.00	\$ -	3.00	\$ 1,200.00
13	Removal of unsuitable material below proposed subgrade and replace with compacted cement stabilized sand, complete in place, the sum of	C.Y.	100	\$30.00	0.00	\$ -	0.00	\$ -
14	4" Yellow thermoplastic pavement striping, complete in place, the sum of	LF	2,050	\$1.00	130.00	\$ 130.00	2,332.00	\$ 2,332.00
15	4" White thermoplastic pavement striping, complete in place, the sum of	LF	2,100	\$1.00	0.00	\$ -	2,205.00	\$ 2,205.00
16	12" White thermoplastic pavement striping, complete in place, the sum of	LF	100	\$3.50	0.00	\$ -	254.00	\$ 889.00
17	24" White thermoplastic pavement striping, complete in place, the sum of	LF	120	\$6.50	0.00	\$ -	148.00	\$ 962.00
					Subtotal	\$ 192,053.26		\$ 892,950.00

Attachment: FY2017 PMP Letter of Recommendation (2655 : Close Project and Release Retainage for PMP Streets and Sidewalk)



CITY OF BELLAIRE

ESTIMATE DETAILS FOR PAYMENT OF UNIT PRICE ITEMS

Project Name: FY 2017 Street & Sidewalk Pavement Management Project
Contractor: Main Lane Industries, Ltd.
Date Range: 9/1/18 - 10/31/18

Project Number: 16-031
Estimate No.: 5-Final

Item No.	Description	Unit	Plan	Unit Price	Mo Qty	Mo. Amount \$	Qty To Date	Amt to Date\$
BASE BID ITEMS - SIDEWALK								
18	Remove and replace existing concrete sidewalks, including sawcutting, 6" subgrade, steel reinforcement, and dowels to adjacent concrete, complete in place, the sum of	S.F.	2,300	\$17.50	0.00	\$ -	1,371.00	\$ 23,992.50
19	Proposed concrete sidewalks, including sawcutting, 6" subgrade, steel reinforcement, and dowels to adjacent concrete, complete in place, the sum of	S.F.	12,500	\$12.00	0.00	\$ -	36.00	\$ 432.00
20	Remove and replace wheelchair ramp to TDLR/TAS standards, Complete in Place, the Sum of:	EA	6	\$1,000.00	0.00	\$ -	0.00	\$ -
21	Remove existing meter box in sidewalks alignment and replace with concrete meter box, Complete in Place, the Sum of:	EA	25	\$250.00	0.00	\$ -	0.00	\$ -
22	Proposed wheelchair ramp to TDLR/TAS standards, Complete in Place, the Sum of:	EA	6	\$1,000.00	0.00	\$ -	0.00	\$ -
					Subtotal	\$ -	\$ 24,424.50	
SUPPLEMENTAL ITEMS								
23	Extra compacted cement stabilized sand backfill, complete in place, the sum of	C.Y.	200	\$40.00	0.00	\$ -	10.66	\$ 426.40
24	Extra concrete (all classes), complete in place, the sum of	C.Y.	150	\$150.00	0.00	\$ -	0.00	\$ -
25	Extra select backfill (PI between and 20), complete in place, the sum of	C.Y.	100	\$25.00	0.00	\$ -	0.00	\$ -
26	As authorized by Engineer, exploratory trench excavation, backfill and pavement and/or sodding restoration for the purpose of locating existing utilities (No reimbursement for this pay item if proposed improvements are placed in excavation), complete in place, the sum of	C.Y.	200	\$25.00	0.00	\$ -	0.00	\$ -
27	Remove and replace existing concrete pavement with High Early 7-sack minimum on 12" cement stabilized sand, match existing thickness (7" min), including required sawcutting, reinforcement, undercut, dowel bars drilled into existing pavement, and subgrade, complete in place, the sum of	S.Y.	120	\$150.00	0.00	\$ -	171.98	\$ 25,797.00
28	Additional removal of unsuitable material and soft spots under point repair locations, complete in place, the sum of	C.Y.	100	\$20.00	0.00	\$ -	0.00	\$ -
29	Remove & Relocate Signs	EA.	5	\$150.00	0.00	\$ -	0.00	\$ -
30	Sanitary sewer service adjustment, complete in place, the sum of	EA.	4	\$650.00	0.00	\$ -	0.00	\$ -
31	Waterline service adjustment, complete in place, the sum of	EA.	8	\$650.00	0.00	\$ -	0.00	\$ -
32	Inlet protection barrier on existing curb inlet, complete in place, the sum of	EA.	20	\$50.00	0.00	\$ -	0.00	\$ -
					Subtotal	\$ -	\$ 26,223.40	
					Grand Total	\$ 192,053.26	\$ 943,597.90	

Attachment: FY2017 PMP Letter of Recommendation (2655 : Close Project and Release Retainage for PMP Streets and Sidewalk)

Certificate of Completion



December 6, 2018

Mr. Michael Leech
Director of Public Works
City of Bellaire
7008 S. Rice Ave.
Bellaire, Texas 77401

Re: **Certificate of Completion**
FY 2017 Street & Sidewalk Pavement Management Project
City of Bellaire, Texas
ARKK Job No. 16-031

Dear Mr. Leech:

In accordance with the specifications, ARKK Engineers, LLC, has reviewed the work referenced above. Based on our observation and to the best of our knowledge, information and belief, the work has been completed in accordance with the terms and conditions of the Contract Documents. Therefore, we recommend acceptance of the work by the City of Bellaire.

This letter constitutes the Engineer's Certificate of Completion.

It is recommended that this project be accepted by the City of Bellaire by issuing Main Lane Industries, Ltd. a Certificate of Acceptance. Please be advised that as required by the contract documents, the Owner shall issue such Certificate of Acceptance within 10 days of the receipt of this letter, or advise the Contractor in writing of the reason for non-acceptance.

Sincerely,

ARKK Engineers, LLC

A handwritten signature in blue ink, appearing to read 'James B. Andrews', is written over a horizontal line.

James B. Andrews, P.E.
City Engineer

City of Bellaire

ORDINANCE NO. 18-____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE CITY MANAGER OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE, FOR AND ON BEHALF OF THE CITY OF BELLAIRE, TEXAS, AN "APPLICATION FOR PAY ESTIMATE NO. 5 - FINAL" WITH MAIN LANE INDUSTRIES, LTD., IN THE AMOUNT OF \$229,630.49 TO A CONTRACT FOR THE FY 2017 STREET AND SIDEWALK PAVEMENT MANAGEMENT PROJECT AND AUTHORIZING THE CITY TO MAKE THE FINAL PAYMENT TO MAIN LANE INDUSTRIES, LTD., ON SAID PROJECT IN THE AMOUNT OF \$229,630.49.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, THAT:

Section 1. The City Manager is hereby authorized to execute, for and on behalf of the City of Bellaire, Texas, an "Application for Pay Estimate No. 5 - Final" with Main Lane Industries, Ltd., in the amount of \$229,630.49 to a contract for the FY 2017 Street and Sidewalk Pavement Management Project, in a form as attached hereto and marked "Exhibit A," and authorizing the City to make the final payment to Main Lane Industries, Ltd., on said project in the amount of \$229,630.49.

Section 3. Upon execution of said "Pay Estimate No. 5 - Final" the total amount paid to Main Line Industries, Ltd., will equal \$943,597.90.

PASSED, APPROVED and ADOPTED this 17th day of December 2018.

SIGNED:

Andrew S. Friedberg
Mayor

ATTEST:

Tracy L. Dutton, TRMC
City Clerk

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney

Mayor and Council

Council Chamber, First Floor of City Hall
Bellaire, TX 77401-4411

City of Bellaire

Meeting: 12/17/18 07:00 PM

Department: Public Works

Category: Agreement

Department Head: Michael Leech

DOC ID: 2659

SCHEDULED**ORDINANCE (ID # 2659)**

Item Title:

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, a Standard Form of Agreement with ARKK Engineers, LLC, for the provision of design engineering and construction administration services associated with the Bonds for Better Bellaire 2016 Group A Phase 3 Waterline Replacement Project in an amount not to exceed \$523,545.00 - Submitted by Michael Leech, Director of Public Works.

Background/Summary:

The purpose of this agenda item is to request City Council approval of a professional services contract with ARKK engineers to provide design and construction administration services for the Group A phase 3 water line project.

On November 8, 2016, the City of Bellaire held the Bonds for Better Bellaire 2016 bond election. Proposition 3 for Waterline and Wastewater Improvements was approved for \$24.38 million. The goal of the program is to reduce the frequency of service interruptions and disproportionate amount of maintenance required for critical waterlines and wastewater lines, install new water meters and to make improvements to the wastewater treatment plant. Of the \$24.8 million, \$11 million is for waterline replacements and \$580,000 for wastewater line replacements.

Prior to tonight's agenda, there have been two separate projects that have been allocated funding for critical waterline and wastewater line replacements (A1 and A2). A1 is under construction and A2 is scheduled for bid in January with Council consideration in February. On February 8, 2018 the A1 water and wastewater project received bids \$1.5 million lower than the estimated construction cost. This prompted the design engineer and staff to revisit the cost estimates used for Bellaire water line projects. The estimate process for A2 and A3 were changed and reflect more current construction costs. The all in cost, inclusive of design, construction, construction administration, construction inspection, etc, for A1 was \$157 per foot of installed line. We expect the A2 and A3 costs to be closer to the \$157 per foot cost though each project is different and market conditions, which drive the pricing, can fluctuate.

As the A1 and A2 projects will cost significantly less than the original estimate prepared during the development of BBB16, leaving a balance of BBB16 utilities funding. The plan is to invest this savings into the A3 project and do more water line replacement than was anticipated when BBB16 was developed. As stated on the first page of the engineer's proposal, there are approximately 145,000 feet of water line 60 years or older in Bellaire in a deteriorating condition. All three phases of the BBB16 program will replace only 69,000 feet. There is much to work still to be done.

The scope of this project includes replacing the existing water distribution lines and a limited number of fire hydrants and valves, plus all labor, equipment, materials and incidentals required to complete the

project. As was the case with A1 and A2, trenchless construction techniques will be used to minimize the invasiveness of the project and an Urban Forester will be retained to consult during the design as well as during construction. The estimated construction cost for this project, Group A Phase 3 Waterline Replacement, was originally \$3 million and included the following blocks: (Please keep in mind that this list was prepared prior to the revision of the water line construction estimate process)

- 5400 Bellaire Boulevard
- 4700 - 5000 Evergreen Street
- First Street from Bissonnet to Elm
- 800 Holton Street
- 4700 - 5000 Maple Street
- 100 Pembroke Court
- 7500 - 7700 Second Street
- 6500 - 6700 S Rice Avenue
- 7200 - 7400 S Rice Avenue
- 5100 - 5300 Valerie Street

The City Engineer's Office used the 2016 Infrastructure Study to identify additional locations with input from the Public Works Water Distribution Division for where they experience the most work orders to repair or replace waterlines. The following blocks were added to the design contract:

- 4600 Maple
- 4600 Mimosa
- 4700 - 5000 Braeburn Drive
- 100 Allendale Street
- 100 Berkshire Street
- 100 Cherrywood Street
- 100 Datonia Street
- 100 Ferndale Street
- 1000 Pauline Avenue
- 5700 - 5800 West Loop South
- 4600 Locust Street
- 5100 Pocahontas Street
- 5200 Patrick Henry Street
- 8300 Baldwin Street
- 100 Phanturn Lane
- 4700 - 5000 Pine Street
- 900 Lennette Court

- 4700 - 4800 Bellview Drive
- 4700 - 4800 Welford Drive
- 8100 - 8200 Englewood Street
- 4700 - 4800 Holt Street
- 4700 Cedar Street

There is currently 35,000 linear feet of waterlines scheduled for improvements in the A1 and A2 water and wastewater projects. The waterline locations for the A3 project total an additional 34,000 linear feet. With the additional locations added to this contract, the number of days for this contract has increased from 270 calendar days to 365 calendar days. If this contract is approved, design is anticipated to begin in January of 2019 with construction anticipated to begin in the fall of 2019. Please refer to the attached map for the locations of this project. Construction is estimated to cost \$4.8 million which will exhaust the BBB16 utility funding.

ARKK Engineers, LLC was selected for design engineering and construction administration services for the first two water and wastewater replacement projects because of their extensive knowledge of the City's water distribution and wastewater collection systems. They are recommended to continue these services for the Group A Phase 3 Waterline Replacement Project. The cost as proposed by ARKK for this work represents a good value and it is in line with similar work performed in the past by ARKK and other consultants. You will note that surveying is included in the design. Survey work is not typically included with water line design though it makes sense in this case to allow all the surface features and subsurface utilities to be included in the plan set. Not only does it help the design team identify conflicts it also can help get better pricing from the Contractor by showing most of the potential conflicts in a profile view. Currently several neighboring Cities that we are aware of are utilizing surveying for waterline projects including; Pearland, Sugar Land, & Houston.

As a separate Council item on tonight's agenda, KIT Professionals, Inc. is recommended for third party, construction management and inspection services for this project.

Previous Council Action Summary:

January 23, 2017 - City Council approved the sale of the \$33,460,000 General Obligation Bonds for the Bonds for Better Bellaire 2016 Program.

February 20, 2017 - A presentation was given to City Council on the master project schedule for the Bonds for Better Bellaire 2016 Program.

Fiscal Impact:

The BBB16 program allocated \$11 million for water line replacement including design, construction, inspection, etc., and \$580,000 for wastewater line replacement including design, construction, inspection, etc., for projects A1, A2 and A3. The following details how that funding will be exhausted via the A1, A2 and A3 projects.

A1

Construction Cost	\$1,620,650
Design / Construction Admin	\$320,000
3 rd party review / Inspection	\$179,528

A2

Construction Cost	\$3,298,679 (Engineers estimate, project to bid in January 2019)
Design / Construction Admin	\$307,015
3 rd party review / Inspection	\$211,500

A3

Construction Cost	\$4,785,750 (Engineers estimate, project to bid late 2019)
Design / Construction Admin	\$523,545
3 rd party review / Inspection	\$301,180

Total	\$11,547,847
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City Attorney Review:

Yes

Recommendation:

The Public Works Department recommends City Council approval of ARKK Engineers, LLC, contract for design engineering and construction administration services in an amount not to exceed \$523,545 for the Bonds for Better Bellaire 2016 Group A Phase 3 Waterline Replacement Project.

ATTACHMENTS:

- A3 Ordinance_ Design CA-ARKK (DOCX)
- A3 Standard Form of Agreement_Design CA-ARKK(DOC)
- A3_PSA_Design CA (PDF)
- A3 Water Lines Exhibit V2 (PDF)

City of Bellaire

ORDINANCE NO. 18-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE AND ATTEST, RESPECTIVELY, A STANDARD FORM OF AGREEMENT WITH ARKK ENGINEERS, LLC, FOR THE PROVISION OF ENGINEERING SERVICES ASSOCIATED WITH THE BONDS FOR BETTER BELLAIRE 2016 GROUP A PHASE 3 WATERLINE REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$523,545.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS:

THAT the City Manager and the City Clerk of the City of Bellaire, Texas, are each hereby authorized to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, a Standard Form of Agreement with ARKK Engineers, LLC, in a form as attached hereto and marked Exhibit "A," for the provision of engineering services associated with the Bonds for Better Bellaire 2016 Group A Phase 3 Waterline Replacement Project in an amount not to exceed \$523,545.

PASSED, APPROVED and ADOPTED this 17th day of December, 2018.

(SEAL)

ATTEST:

Tracy L. Dutton, TRMC
City Clerk

SIGNED:

Andrew S. Friedberg
Mayor

APPROVED AS TO FORM

Alan P. Petrov
City Attorney

Attachment: A3 Ordinance_ Design CA-ARKK (2659 : Award A3 Water/Wastewater Design and Construction Admin)

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This **AGREEMENT** is made and entered into this 17th day of December 2018, by and between the **CITY OF BELLAIRE, TEXAS**, of the County of Harris and State of Texas, duly incorporated and existing under and by virtue of the Constitution and laws of the State of Texas, acting by and through the undersigned City Manager, as attested to by the City Clerk of the **CITY OF BELLAIRE, TEXAS**, thereunto duly authorized to do so, hereinafter referred to as "**CITY**," and **ARKK ENGINEERS, LLC**, a corporation, hereinafter referred to as "**CONTRACTOR**."

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the **CITY**, the **CONTRACTOR** hereby agrees with the **CITY** to commence and provide the following:

Engineering Services for Group A Phase 3 Waterline
 Replacement Project in an amount not to exceed \$523,545

in accordance with the conditions and costs stated in the **CONTRACTOR'S PROPOSAL** attached hereto and marked "Attachment 1," all of which are made a part hereof, and collectively evidence and constitute the entire **Contract**.

The **CITY** agrees to pay the **CONTRACTOR** in current funds for the performance of the **Contract** in accordance with the **CONTRACTOR'S PROPOSAL** submitted therefore which forms a part of this **Contract** and to make payment on account thereof as provided therein.

The undersigned person executing this **Contract** and all other documents executed simultaneously herewith, does certify and attest that he or she is executing the same in his or her capacity as herein stated as an officer of said corporation.

As required by Chapter 2270, Texas Government Code, **CONTRACTOR** hereby verifies that it does not boycott Israel, as defined by Chapter 808, Texas Government Code, and will not boycott Israel through the term of this Agreement.

IN WITNESS WHEREOF, the City Manager of the **CITY OF BELLAIRE, TEXAS**, as attested to by the City Clerk of the **CITY OF BELLAIRE, TEXAS**, hereunto, have executed this **AGREEMENT** in the year and date first above written, under the authority granted to them under the provisions of Ordinance No. 18-____, an Ordinance duly enacted by the City Council of the **CITY OF BELLAIRE, TEXAS**, on December 17, 2018.

CITY OF BELLAIRE, TEXAS

Paul A. Hofmann, City Manager
City of Bellaire, Texas

ATTEST:

Tracy L. Dutton, TRMC
City Clerk
City of Bellaire, Texas

IN WITNESS WHEREOF, the **CONTRACTOR**, whose name is hereinafter set out, does certify and attest that he or she has executed this **Agreement** in his or her capacity as herein stated, for and on behalf of said corporation, and that he or she has authority to do so.

ARKK ENGINEERS, LLC

Printed Name:

Title:

Witness:

Printed Name:

Title:



November 26, 2018

Mr. Paul Hofmann
City Manager
City of Bellaire
7008 S. Rice Avenue
Bellaire, Texas 77401

Re: **Proposal for Bonds for a Better Bellaire 2016 Program**
Group A Phase 3 Waterline and Wastewater Line Replacement Project
Professional Engineering Services
City of Bellaire, Texas

Dear Mr. Hofmann:

ARKK Engineers, LLC (ARKK) is pleased to offer this proposal for providing Professional Engineering Services for the Bonds for a Better Bellaire **Group A Phase 3 Waterline and Wastewater Line Replacement Project**.

This proposal includes surveying, engineering, tree protection and preservation recommendations, utility relocation coordination and construction administration phase services associated with the Bonds for a Better Bellaire Group A Phase 3 Waterline and Wastewater Replacement Project. A list of the streets included in this project with an estimate of probable construction cost is provided as part of this proposal. We have also attached a Project Area Map showing the streets designated for waterline or wastewater line improvements.

General Overview

City staff and the City Engineer identified approximately 145,000 feet of water distribution lines as over 60 years old and deteriorated. Approximately, 52,000 feet of these old lines are failing and do not provide the desired level of service and have been scheduled for replacement under the Bonds for a Better Bellaire 2016 Program. This is the final phase of the waterline replacement projects approved for the bond program and includes replacement of 34,000 feet of water lines. There are currently 35,000 feet of water and wastewater lines being replaced as part of phase one and phase two.

The Group A Phase 3 Waterline and Wastewater Line Replacement Project includes the following streets:

Group A Phase 3 Waterline Replacement Project

5300-5400	Bellaire Boulevard	6500-6700	South Rice Avenue
4700-5000	Evergreen Street	7200-7400	South Rice Avenue
Elm to Bissonnet	First Street	7500-7800	South Rice Avenue
800	Holton Street	5100-5300	Valerie Street
4600	Maple Street	4600	Locust Street
4700-5000	Maple Street	5100	Pocahontas Street
4600	Mimosa Street	5200	Patrick Henry Street
4700-5000	Braeburn Drive	8300	Baldwin
100	Allendale Street	100	Phanturn Lane
100	Berkshire Street	4700-5000	Pine Street
100	Cherrywood Street	900	Lenette Court
100	Datonia Street	4700-4800	Bellview Drive
100	Ferndale Street	4700-4800	Welford Drive
1000	Pauline Avenue	8100-8200	Englewood Street
100	Pembrook Court	4700-4800	Holt Street
7500-7700	Second Street	4700	Cedar
5700-5800	West Loop S.		

The total budget allocated for the Group A Phase 3 Waterline and Wastewater Line Replacement is approximately \$5,589,295 which includes construction costs, engineering, and construction phase services costs. Based on preliminary construction estimate prepared by ARKK's staff, the estimated construction cost to replace the waterlines listed above is \$4,785,750. The total Design Phase Services, Bid Phase Services, Construction Administration Phase Services and Miscellaneous Services described in this proposal are \$523,545.00.

The remaining services not included in this fee proposal but associated with this project include third party review of the plans, Construction Management services and material testing services are anticipated to be paid for using the projects remaining budget of approximately \$280,000.

SCOPE OF SERVICES

I. DESIGN PHASE SERVICES

A. Topographic Survey Services

- Utilize a survey sub-consultant mutually agreeable to the City and ARKK.
- Conduct approximately 45,000 linear feet of topographic survey for the waterline replacement areas.

- Surface features such as benchmarks, street light poles, water meter boxes, trees, special rocks and landscaping inside and within 10-feet outside of the right of way and measure downs on inlets, manholes and water valves.
- Roadway cross-sections at 100-foot intervals including centerline, top of curb, right of way and 10-feet outside the right of way.
- The surveyor will utilize the City of Bellaire's permanent benchmark system to establish controls and set temporary benchmarks on each street receiving a new waterline or wastewater line

B. Design Phase

- Obtain utility information (gas, electric, cable, pipelines, etc.) for the water lines designated for replacement.
- Obtain any available record drawings on water lines designated for replacement from the City.
- Meet with City Staff to discuss and finalize water line segments for this project.
- Obtain any available maintenance data from the City on the selected water lines. Modeling of the water system is not part of the scope for this project.
- Coordinate with the surveying subcontractor and authorize topographic survey on the water lines designated for replacement.
- Prepare base mapping of the water line project areas.
- Coordinate with the City during the design phase.
- Prepare neighborhood meeting invitation notices and send to residents for the meeting.
- Coordinate with the Construction Manager and City in preparing materials for the meeting.
- Prepare 30% Preliminary Engineering Plans and meet with City staff at the 30% Design Phase.
- Proceed with the final engineering design based on input/direction from the City during the 30% Design Meeting.
- Provide two (2) draft sets of 60% plan drawings and specifications for review and comments.
- Coordinate and submit plan drawings to the utility companies for review and comments.

- Incorporate comments from the City and the utility companies into the bid documents.
- Provide two (2) draft sets of 90% plan drawings and specifications for review and comments.
- Incorporate comments from various entities into the final bid documents. Finalize a bid document package comprising of plan drawings and specifications for the replacement of water lines.
- Prepare a final cost estimate for the project.
- Furnish three (3) sets of plans and specifications to the City.

C. Consultation with the City's Urban Forester

- Visit the project areas to determine necessary tree protection measures and include details, specifications and pay items in the contract documents, if necessary.
- Consult with the Urban Forester for appropriate tree protection and preservation measures to be recommended during the construction process.

D. Geotechnical Investigation

- Due to the trenchless nature (limited excavation) of the proposed water line replacement (augered construction), a geotechnical investigation will not be performed as part of this project. Instead previously obtained soil borings obtained for projects in the vicinity of construction will be utilized, if available.

E. Utility Conflict Resolution Coordination

- Provide proposed construction plans to private utility companies including CenterPoint Energy and ATT for the purpose of conflict investigation by the utility companies.
- Meet with City staff and Utility Company representatives to discuss the impact on utility availability to adjacent properties and neighboring streets during construction and to determine if feasible impact mitigation measures are available.
- Endeavor to obtain cost estimates/proposals and construction schedules including lead-time for necessary adjustments or relocation of improvements by the utility companies.
- Include available cost and schedule data into the Project Construction Documents. ARKK will not be responsible for the accuracy of cost estimates or schedules provided by the utility companies.
- It will be the responsibility of the Construction Contractor on the Project to coordinate the scheduling of the improvements by private utility companies once the Construction Contract

has been awarded. ARKK will aid the contractor in the coordination by providing available contacts and phone numbers to the Contractor and/or attempting to facilitate the utility company's responsiveness if the contractor is unsuccessful.

F. Storm Water Pollution Prevention Plan

- Prepare a Storm Water Pollution Prevention Plan (SWPPP) for each project area in accordance with the Texas Pollutant Discharge Elimination System (TPDES) General Permit for Storm Water Discharge from construction sites.
- Prepare specifications and bid documents for the SWPPP components of the project.
- Provide proposed construction plans to private utility companies including CenterPoint Energy and ATT for the purpose of conflict investigation by the utility companies.

G. Traffic Control Plan

- Prepare a Traffic Control Plans for the routing of traffic through each project site during construction. These plans will include required signs and lane closures to maintain traffic around the proposed improvements.
- Prepare a Construction Phasing Plan to minimize disruption of ingress/egress to areas impacted by construction.
- Meet with City staff to discuss access to adjacent properties for property owners and emergency vehicles during construction and to determine if feasible measures to mitigate the impact can be included in the construction contract.

II. BID PHASE SERVICES

- Assist the City in obtaining bids for the project. The City will advertise the projects and will absorb all related advertising costs. ARKK will assist the City in developing the wording of the advertisements.
- Notify local contractors specializing in the work of the project.
- Dispense construction documents via the CivCast online plan room (by Amtek USA) to prospective bidders.
- Conduct a pre-bid conference for potential bidders. Prepare meeting agenda and minutes summary.
- During the bidding phase for the project, provide information to and answer questions from prospective bidders regarding the Project's construction documents.

- Prepare project addendums as necessary for the project.
- Attend bid opening for this project.
- Evaluate the bids and the qualifications of the apparent low bidder and advise the City as to the acceptability of the apparent low bidder for the project.
- Prepare bid tabulation for this project. Check the bids for mathematical errors and/or bid irregularities.
- Prepare of letter of recommendation for award of construction contract.

III. CONSTRUCTION ADMINISTRATION SERVICES

- Conduct a pre-construction conference for the project.
- Act as the City's Project representative during the construction phase.
 - Act as City's liaison with adjacent Municipalities, outside Agencies, and Private Utility Companies
 - Coordinate scheduling and resolution of unforeseen utility conflicts
 - Respond to Requests For Information (RFI)
- Review and respond accordingly to all submittals as required by the specifications.
 - Tree Protection/Preservation plans and schedules
 - Pre-construction Photographs
 - Resident Notification Letters
 - Trench safety systems
 - Manufacturer's data on materials used in the project
 - Concrete and Hot Mix Asphaltic Concrete (HMAC) mix designs
- Prepare change orders as necessitated by field conditions.
- Review the contractor's pay estimates and make payment recommendations to the City based on input from City of Bellaire's construction manager.
- Visit the site at intervals appropriate to the various stages of construction to observe the progress and quality of executed work and to determine in general if such work is proceeding in accordance with the Contract Documents. The City will be providing a site representative to observe the progress of work during construction.
- ARKK will not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or the safety precautions and programs incident to the work of the Contractor(s). ARKK's effort will be directed toward providing a greater degree of confidence for the City that the completed work of Contractor(s) will conform to the Contract Documents, but ARKK will not be responsible for the failure of Contractor(s) to perform the work in accordance with the Contract Documents. During site

visits and on the basis of on-site observations ARKK shall keep the City informed of the progress of the work, shall endeavor to guard the City against defects and deficiencies in such work and may disapprove or reject work failing to conform to the Contract Documents.

- Conduct a final inspection of the Project and make a recommendation for Final Payment on the project.
- Engineer shall provide one set of reproducible record plans based on the record drawings provided by the Contractor.

IV. MISCELLANEOUS SERVICES

- Due to the nature of work and the magnitude of this project, it is recommended that a budget for miscellaneous services be allocated by the city. This item will not be utilized unless approved by the City of Bellaire staff. This item will cover any additional design services for emergency waterline replacements or additional services that may be determined to be necessary during the design or the construction phase.

V. REPRODUCTION SERVICES

- Costs for reproduction i.e., reproduction of plans, specifications will be invoiced under this item.
- Reproduction for review sets, submittals to the City, governmental agencies, and utility companies will be included in the cost for reproduction.

Schedule

Design Phase	January 2019 -August 2019
Bid Phase	August 2019 – October 2019
Construction Phase	October/November 2019 – October 2020

Fee Schedule

ARKK will submit monthly progress invoices with status reports for all engineering work completed to invoice date. The invoices would be based on the following fee schedule:

Design Phase Services (Lump Sum)

Topographic Survey: Cost plus 10%	\$ 150,000
Final Design Services (Lump sum):	\$ 299,750
Consultation with Urban Forester (Lump sum):	\$ 4,095
Private Utility Conflict Resolution Coordination (Lump Sum):	\$ 1,150
Storm Water Pollution Prevention Plan (Lump sum):	\$ 1,850
Traffic Control Plans (Lump Sum):	\$ 2,950
Design Phase Services Total:	\$ 459,795

Bid Phase Services Total (Lump sum): \$ 3,500

Construction Administration Services Total (Lump sum): \$ 54,000

Miscellaneous Services Total (NTE): \$ 5,000

Reproduction Budget: Cost plus 10% \$ 1,250

TOTAL FEES: \$ 523,545

Additional services beyond those described in the Scope of Services will be invoices on the basis of direct labor cost times a factor of 2.99 and direct cost plus 10%. Mileage will be billed at the current IRS rate per mile.

ARKK appreciates the opportunity to submit this proposal and to continue working for the City of Bellaire.

Sincerely,

ARKK Engineers, LLC



James B. Andrews, P.E.

Approved by: _____

Title: _____

Date: _____

Attachment: Group A Phase 3 Project Map

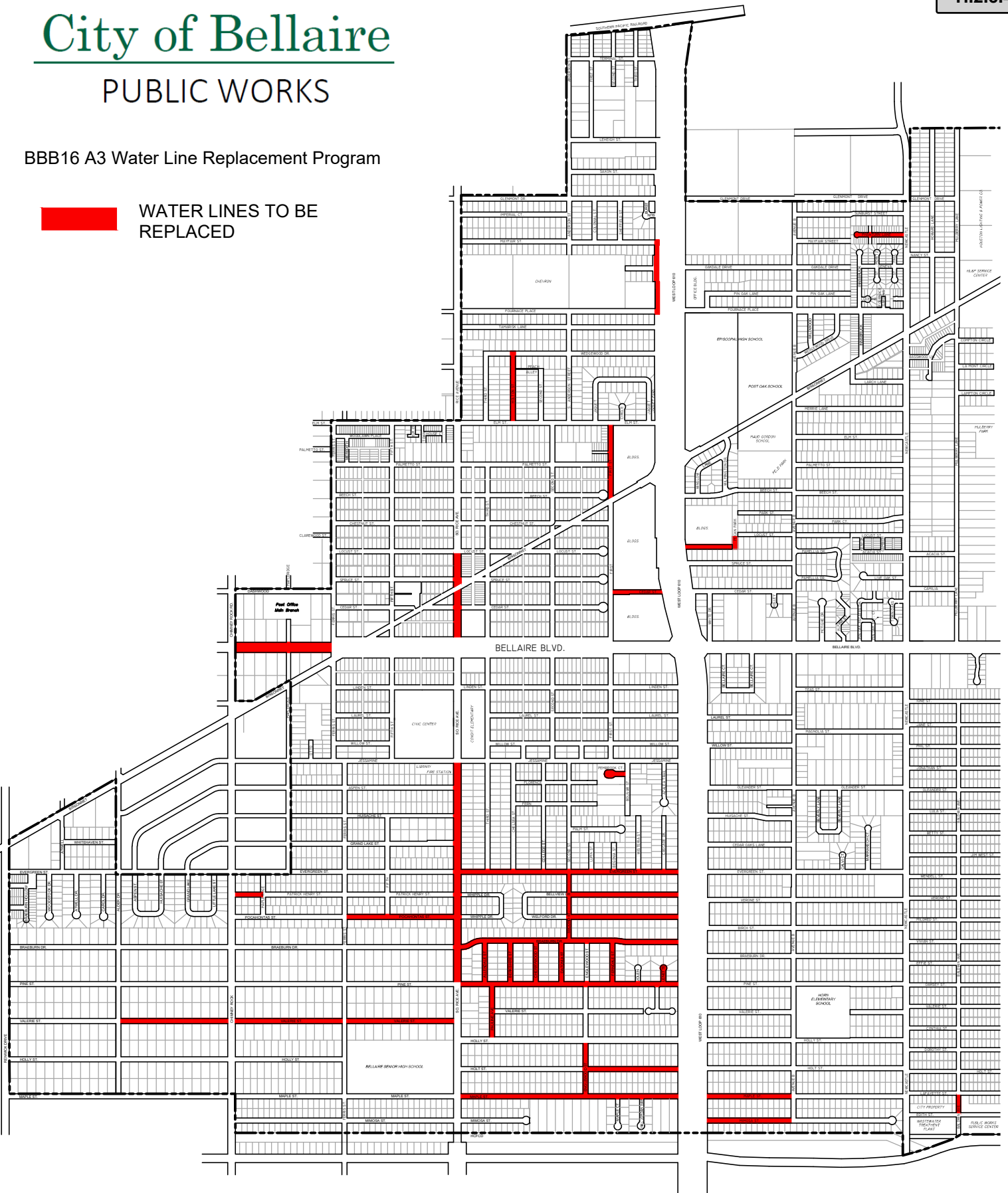
City of Bellaire

PUBLIC WORKS

BBB16 A3 Water Line Replacement Program



WATER LINES TO BE
REPLACED



Attachment: A3 Water Lines Exhibit V2 (2659 : Award A3 Water/Wastewater Design and Construction Admin)

Mayor and Council

Council Chamber, First Floor of City Hall
Bellaire, TX 77401-4411

City of Bellaire

Meeting: 12/17/18 07:00 PM

Department: Public Works

Category: Agreement

Department Head: Michael Leech

DOC ID: 2660

SCHEDULED**ORDINANCE (ID # 2660)****Item Title:**

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, authorizing the City Manager and the City Clerk of the City of Bellaire, Texas, to execute and attest, respectively, a Standard Form of Agreement with KIT Professionals, Inc., for the provision of third party review of design plans and construction management and inspection services associated with the Bonds for Better Bellaire 2016 Group A Phase 3 Waterline Replacement Project in an amount not to exceed \$301,180.00 - Submitted by Michael Leech, Director of Public Works.

Background/Summary:

The purpose of this agenda item is to request that City Council award a professional services contract to KIT Professionals, Inc., for third party review and construction inspection / management for the Group A phase 3 water line replacement project.

KIT was selected for third party review services for the first two water and wastewater replacement projects (A1 and A2) because of their reputation in the Houston area for third party review, quality assessment and quality control, and inspection of water and wastewater construction projects in neighborhood settings. Thus far their work has been exemplary.

On November 8, 2016, the City of Bellaire held the Bonds for Better Bellaire 2016 bond election. Proposition 3 for Waterline and Wastewater Improvements was approved for \$24.38 million. The goal of the program is to reduce the frequency of service interruptions and disproportionate amount of maintenance required for critical waterlines and wastewater lines, install new water meters and improvements to the wastewater treatment plant. Of this funding, \$11 million is for waterline replacements and \$580,000 is for wastewater line replacements.

The scope of this project includes replacing the existing water distribution lines and a limited number of fire hydrants and valves, plus all labor, equipment, materials and incidentals required to complete the project. The following streets are included in the A3 project:

- 5400 Bellaire Boulevard
- 4700 - 5000 Evergreen Street
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- 800 Holton Street
- 4700 - 5000 Maple Street
- 100 Pembroke Court
- 7500 - 7700 Second Street
- 6500 - 6700 S Rice Avenue
- 7200 - 7400 S Rice Avenue

- 5100 - 5300 Valerie Street
- 4600 Maple
- 4600 Mimosa
- 4700 - 5000 Braeburn Drive
- 100 Allendale Street
- 100 Berkshire Street
- 100 Cherrywood Street
- 100 Datonia Street
- 100 Ferndale Stree
- 1000 Pauline Avenue
- 5700 - 5800 West Loop South
- 4600 Locust Street
- 5100 Pocahontas Street
- 5200 Patrick Henry Street
- 8300 Baldwin Street
- 100 Phanturn Lane
- 4700 - 5000 Pine Street
- 900 Lennette Court
- 4700 - 4800 Bellview Drive
- 4700 - 4800 Welford Drive
- 8100 - 8200 Englewood Street
- 4700 - 4800 Holt Street
- 4700 Cedar Street

As a separate council item on tonight's agenda, ARKK Engineers, LLC is recommended for design engineering and construction administration services for this project.

Previous Council Action Summary:

January 23, 2017 - City Council approved the sale of the \$33,460,000 General Obligation Bonds for the Bonds for Better Bellaire 2016 Program.

February 20, 2017 - A presentation was given to City Council on the master project schedule for the Bonds for Better Bellaire 2016 Program.

Fiscal Impact:

The BBB16 program allocated \$11 million for water line replacement including design, construction, inspection, etc., and \$580,000 for wastewater line replacement including design, construction, inspection, etc., for projects A1, A2 and A3. The following details how that funding will be exhausted via

the A1, A2 and A3 projects.

A1

Construction Cost	\$1,620,650
Design / Construction Admin	\$320,000
3 rd party review / Inspection	\$179,528

A2

Construction Cost	\$3,298,679 (Engineers estimate, project to bid in January 2019)
Design / Construction Admin	\$307,015
3 rd party review / Inspection	\$211,500

A3

Construction Cost	\$4,785,750 (Engineers estimate, project to bid late 2019)
Design / Construction Admin	\$523,545
3 rd party review / Inspection	\$301,180

Total	\$11,547,847
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City Attorney Review:

Yes

Recommendation:

The Public Works Department recommends City Council approval of KIT Professionals, Inc., contract for third party review, construction management, and inspection services in an amount not to exceed \$301,180 for the Bonds for Better Bellaire 2016 Group A Phase 3 Waterline Replacement Project.

ATTACHMENTS:

- A3 Ordinance_Third Party CM (DOCX)
- A3 Standard Form of Agreement_Third Party CM (DOC)
- A3_PSA_Third Party CM (PDF)

City of Bellaire

ORDINANCE NO. 18-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AUTHORIZING THE CITY MANAGER AND THE CITY CLERK OF THE CITY OF BELLAIRE, TEXAS, TO EXECUTE AND ATTEST, RESPECTIVELY, A STANDARD FORM OF AGREEMENT WITH KIT PROFESSIONALS, INC, FOR THE PROVISION OF THIRD PARTY REVIEW OF DESIGN PLANS AND CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES ASSOCIATED WITH THE BONDS FOR BETTER BELLAIRE 2016 GROUP A PHASE 3 WATERLINE REPLACEMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$301,180.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS:

THAT the City Manager and the City Clerk of the City of Bellaire, Texas, are each hereby authorized to execute and attest, respectively, for and on behalf of the City of Bellaire, Texas, a Standard Form of Agreement with KIT Professionals, Inc., in a form as attached hereto and marked Exhibit "A," for the provision of third party review of design plans and construction management and inspection services associated with the Bonds for Better Bellaire 2016 Group A Phase 3 Waterline Replacement Project in an amount not to exceed \$301,180.

PASSED, APPROVED and **ADOPTED** this 17th day of December, 2018.

(SEAL)

ATTEST:

Tracy L. Dutton, TRMC
City Clerk

SIGNED:

Andrew S. Friedberg
Mayor

APPROVED AS TO FORM

Alan P. Petrov
City Attorney

Attachment: A3 Ordinance_Third Party CM (2660 : Award A3 Water/Wastewater Third Party Construction Mgmt)

STANDARD FORM OF AGREEMENT

STATE OF TEXAS §
 §
 COUNTY OF HARRIS §

This **AGREEMENT** is made and entered into this 17th day of December 2018, by and between the **CITY OF BELLAIRE, TEXAS**, of the County of Harris and State of Texas, duly incorporated and existing under and by virtue of the Constitution and laws of the State of Texas, acting by and through the undersigned City Manager, as attested to by the City Clerk of the **CITY OF BELLAIRE, TEXAS**, thereunto duly authorized to do so, hereinafter referred to as "**CITY**," and **KIT PROFESSIONALS, INC.** a corporation, hereinafter referred to as "**CONTRACTOR**."

WITNESSETH:

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the **CITY**, the **CONTRACTOR** hereby agrees with the **CITY** to commence and provide the following:

Third Party Review of Design Plans and Construction Management and Inspection Services for Group A Phase 3 Waterline Replacement Project in an amount not to exceed \$301,180

in accordance with the conditions and costs stated in the **CONTRACTOR'S PROPOSAL** attached hereto and marked "Attachment 1," all of which are made a part hereof, and collectively evidence and constitute the entire **Contract**.

The **CITY** agrees to pay the **CONTRACTOR** in current funds for the performance of the **Contract** in accordance with the **CONTRACTOR'S PROPOSAL** submitted therefore which forms a part of this **Contract** and to make payment on account thereof as provided therein.

The undersigned person executing this **Contract** and all other documents executed simultaneously herewith, does certify and attest that he or she is executing the same in his or her capacity as herein stated as an officer of said corporation.

As required by Chapter 2270, Texas Government Code, **CONTRACTOR** hereby verifies that it does not boycott Israel, as defined by Chapter 808, Texas Government Code, and will not boycott Israel through the term of this Agreement.

IN WITNESS WHEREOF, the City Manager of the **CITY OF BELLAIRE, TEXAS**, as attested to by the City Clerk of the **CITY OF BELLAIRE, TEXAS**, hereunto, have executed this **AGREEMENT** in the year and date first above written, under the authority granted to them under the provisions of Ordinance No. 18-____, an Ordinance duly enacted by the City Council of the **CITY OF BELLAIRE, TEXAS**, on December 17, 2018.

CITY OF BELLAIRE, TEXAS

Paul A. Hofmann, City Manager
City of Bellaire, Texas

ATTEST:

Tracy L. Dutton, TRMC
City Clerk
City of Bellaire, Texas

IN WITNESS WHEREOF, the **CONTRACTOR**, whose name is hereinafter set out, does certify and attest that he or she has executed this **Agreement** in his or her capacity as herein stated, for and on behalf of said corporation, and that he or she has authority to do so.

KIT PROFESSIONALS, INC.

Printed Name:

Title:

Witness:

Printed Name:

Title:


KIT Professionals, Inc.

Engineers • Planners • Construction Managers

Challenging Challenges...

November 27, 2018

City of Bellaire

 7008 S. Rice Avenue
 Bellaire, TX 77401

 Attn: Ms. Cristin Emshoff, MUP
 Assistant Director

Ref: Proposal for Third Party Review of Design Plans and Construction Management & Inspection Services (CM&I) - Group A Phase 3 Waterline Project
 KIT Job # 108-1701

Dear Ms. Emshoff,

KIT Professionals, Inc. (KIT) is pleased to offer for your consideration the following proposal to provide Third Party Review of Design Plans and Construction Management and Inspection (CM&I) services for the above referenced project under 2016 Bonds for a Better Bellaire Program.

SCOPE OF SERVICES: A listing of the streets selected for the Third Phase of Group A improvements is provided below:

Group A Phase 3 Waterline Replacement Project

5300-5400 Bellaire Boulevard	6500-6700 South Rice Avenue
4700-5000 Evergreen Street	7200-7400 South Rice Avenue
6300 First Street	7500-7800 South Rice Avenue
800 Holton Street	5100-5300 Valerie Street
4600 Maple Street	4600 Locust Street
4700-5000 Maple Street	5100 Pocahontas Street
4600 Mimosa Street	5200 Patrick Henry Street
4700-5000 Braeburn Drive	8300 Baldwin
100 Allendale Street	100 Phanturn Lane
100 Berkshire Street	4700-5000 Pine Street
100 Cherrywood Street	900 Lenette Court
100 Datonia Street	4700-4800 Bellview Drive
100 Ferndale Street	4700-4800 Welford Drive
1000 Pauline Avenue	8100-8200 Englewood Street
100 Pembroke Court	4700-4800 Holt Street
7500-7700 Second Street	4700 Cedar
5700-5800 West Loop S.	

Third Party Review of Design Plans: KIT will perform Design and Constructability Review services at 30%, 60%, 90% and Final submittal stage. Our Design Progress review shall focus on the following.

- Review key project objectives and City of Bellaire goals for the project.
- Review of anticipated project schedule.
- Site Visit to familiarize with project location and constraints at 30% level.
- General Conformance with the applicable design standards
- Appurtenances locations and future O&M impacts
- Specific Materials selections
- Graphical Presentation & sufficient details inclusion
- Alternate design concept feasible for Engineer's consideration
- Construction interface requirements with adjacent properties and/or existing conditions
- Contractor staging areas and ingress/egress availability
- Confirmation of special instructions specific to the individual project site regarding restoration and protection of existing facilities and structures.
- Review Engineer's opinion of probable construction costs.
- Review Contract documents including applicable standard City of Bellaire specifications, bid proposal, special conditions and technical specifications.
- Our review comments shall be provided as either red-line mark-up on the plan set and/or separate comments log.

Construction Management and Inspection (CM&I): Our CM&I services shall comprise of major task items listed below (A detailed description of these tasks is provided in the attached EXHIBIT A):

- Presiding over Preconstruction Conference & Minutes of the Meeting preparation.
- Processing of Construction Contractor's submittals for Product Data & Shop Drawings
- Review and coordinate responses to RFIs.
- Maintaining various logs.
- Oversight of Construction activities and preparation of daily reports based on a full time inspection efforts.
- Coordination with the Design Engineer for change in field conditions / conflicts.
- Scheduling of Material Testing Laboratory.
- Coordination with local stakeholders regarding construction activities
- Presiding over Monthly Progress Meetings and MOM preparation
- Resolution of claims and Change Order Negotiations
- Substantial Completion Inspection and Punch List
- Final Completion Inspection & Certification
- Preparation of Project Close-out documents.
- Attendance and Participation at special meetings.

KIT Professionals, Inc.

PROJECT FEE: Our proposed fee is as follows:

Third Party Review of Design Plans (Lump sum)	\$28,110
Construction Management and Inspection (Lump sum)	<u>\$273,070</u>
Total Fee	<u>\$301,180</u>

A detailed break-down of the proposed fee is provided in the attached EXHIBIT B. Additional services beyond those described in the Scope of Services will be invoiced on the basis of direct labor costs times a factor of 3.0 and direct cost plus 10%. Hourly charges for on-site field representative shall be charged based on a raw labor rate times a multiplier of 2.70. Mileage will be charged at the prevailing IRS rate. Reimbursable expenses will be charged at cost plus 10%. No additional services will be provided without written authorization from the City of Bellaire.

PROJECT SCHEDULE: We will strive to perform our services to achieve project goals on time. We will provide time schedule for our services upon receiving project schedule from you.

KIT Professionals, Inc. appreciates the opportunity to provide you with our services. If I can be of any, further service or answer any additional questions, please feel free to call me at (713) 972-6629. We look forward to working with you.

Sincerely,



Srikanth Punukula, P.E.
Vice President

EXHIBIT “A”

SCOPE OF WORK FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES

The scope of work for Construction Phase services described herein includes providing full time Construction Observation Services including all necessary office staff to supervise and support field personnel and to manage the construction project.

Construction Management Phase Services

Act as the City’s on-site representative administering the contract for construction and providing overall project oversight, maintain record of decisions and changes made. Support the on-site construction observation personnel with appropriate office personnel such as the City Engineer and Construction Manager.

- ✓ Meetings: Schedule and conduct construction progress meetings; record minutes from construction progress meetings and distribute to City Staff, Design Engineer and contractor throughout the duration of the project.
- ✓ Schedule meetings every month to review the following: work progress and schedule, outstanding issues, status of submittals, and responses to shop drawings, unforeseen issues and changes to the work.
- ✓ Coordinate additional meetings as necessary to discuss and resolve problems and provide guidance in a timely manner.
- ✓ Coordinate/monitor the following: Utility relocation activities for compliance, utility installation verification, reporting, record management and as-built drawings.
- ✓ Attend all utility coordination, construction, and scheduling meetings.
- ✓ Obtain copy of any permits or private utility approvals for Public Works in order to monitor progress of utility relocation per permit/plan.
- ✓ Coordinate with Design Engineer’s Construction Administration Services

Construction Observation Services

- ✓ Provide on-site representative(s) to observe the progress and quality of the work by the Contractor(s).
- ✓ The on-site representative(s) will provide daily reports on the status of the construction to include:
 - Weather conditions
 - Contractor’s work force, equipment and manpower, hours worked
 - Laboratory testing activities
 - Performance testing of water and sewer lines if required
 - Construction activities at the site
 - Field measured pay item quantities
 - Noteworthy occurrences
- ✓ The on-site representative(s) will attend meetings such as pre-construction conference, progress meetings and other project related meetings.
- ✓ The on-site representative(s) will take pre-construction photographs and periodic photographs of the construction progress and of key items of concern.
- ✓ The on-site representative(s) will coordinate the activities of the City’s testing laboratory.

- ✓ The on-site representative(s) will coordinate with the City of Bellaire and the Contractor for construction scheduling, resident notification and communication.
 - Scheduling water, sewer and driveway disruptions to minimize inconvenience to residents
 - Coordination of repairs of utilities accidentally impacted, notification of utility owner, fire and police departments when applicable
 - Coordination of notification to impacted property owners and City staff for impending construction activities and access disruptions
- ✓ The on-site representative(s) will assist in the performance of a final inspection, the preparation of a punch list and subsequent follow up inspections.
- ✓ The on-site representative(s) will assemble and maintain notes, comments, sketches, and supporting data related to the project to assist in the preparation of record drawings BY Design Engineer.
- ✓ Meet with residents individually and as groups to discuss specific concerns. Such concerns typically include the placement of driveways and sidewalks, replacement of landscaping and irrigation system components, the construction schedule as it relates to individual concerns, and access for residents with special needs.
- ✓ The on-site representative(s) will be furnished in an effort to aid the process of observing the performance of work of the Contractor(s). Through more extensive on site observations of the work in progress, Construction Manager shall endeavor to provide further protection for the City of Bellaire against defects and deficiencies in the work of the Contractor(s); but the furnishing of such on-site representative(s) will not make Construction Manager responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions or programs, or for Contractor(s) failure to perform their work in accordance with the Contract Documents. Construction Manager will notify the City in writing of known non-conforming work by the Contractor.
- ✓ Responsible for notifying the Design Engineer and City Staff of proposed solutions to resolve problems.
- ✓ Review and update as-built documents regularly with contractor.
- ✓ Monitor and ensure adherence to approved project baseline schedule. Review contractor's schedule monthly for compliance with City's intended schedule, and provide recommendations as needed to retain and regain schedule if needed.
- ✓ Recommend alternate project sequencing/scheduling to keep project on schedule.
- ✓ Prepare monthly summary report of construction activities with outstanding issues outlined for review. Monthly progress information associated with the project will be submitted to the City for review and approval.
- ✓ Coordinate work of contractor with external agencies and utility companies. Coordinate contractor's operations with regard to other City contracts and construction as well as with property owners for planned service outages, street closures, and access control issues to properties including notifications.
- ✓ Verify construction conformance and compliance with any outside agencies.
- ✓ Verify construction conformance with permitted activities such as TxDOT roadway permits, City of Houston and/or HCFCD permits.
- ✓ Maintain records of all decisions, actions and activities with regard to construction operations (i.e. Change Orders, RFIs and responses, Submittals and responses, Request for Proposals, correspondence, SWPPP inspections.)

Pay Applications

- ✓ Pay applications will be generated based on quantities approved in the daily reports. Review

and verify quantities provided by contractor for all work in compliance with contract documents.

- ✓ Review work conducted daily on daily inspection reports and material installed measurements submitted by contractor; to verify work conducted and bid item quantities with contractor.
- ✓ Review progress pay application with Design Engineer for approval or revision prior to submittal to City.
- ✓ Finalize pay application with signatures from Contractor, Design Engineer and Construction Manager certifying quantities and amounts.
- ✓ Notify City Project Manager when all signatures are completed for invoice processing.
- ✓ Track and record requests for rain or other delays with potential to add to Contract Time in Daily Reports.
- ✓ Provide quantity forecast review of bid items to help identify potential quantity over-runs as part of pay estimate review.
- ✓ Review and coordinate with Design Engineer to provide Engineer's recommendation for Substantial Completion or Final Acceptance.

Document Control

- ✓ Receive, route, track and log all Contractor communications, Submittals, Change Orders, RFIs, Pay Applications and Citizen Complaint/Resolution Log; communicate with Contractor the status of submittal reviews; maintain and review submittal and RFI log to ensure timely responses; notify City Project Manager, Contractor and Design Engineer of time critical issues.
- ✓ Respond to RFIs when such response does not require the Engineer's opinion or expertise or direction from City.
- ✓ Assemble and maintain notes, comments, sketches and supportive data relative to the Project to facilitate the revision of drawings to conform to the final as-built conditions. Review Contractor's record keeping periodically to ensure completeness, timeliness and progress.

Change Orders

- ✓ Review RFP and contractor proposal for additional work with City Project Manager and Design Engineer for review and approval. Log and track the status of RFP and responses from Contractor, City and Design Engineer.
- ✓ Provide recommendation on technical matters as an advocate for the City. Evaluate Contractor's response/proposal for merit, cost, time, accuracy and price practicality. Negotiate with Contractor on City's behalf if required.
- ✓ Prepare Change Order and documentation including signatures of Contractor, Design Engineer and Construction Manager for delivery to City.

Testing Laboratory and Results

- ✓ Coordinate testing laboratory activities with Contractor's activities. Review test reports for compliance with Contract Documents. Log, track and retain test reports. Review results with Contractor. Monitor any corrective action and re-testing for compliance. Maintain compliance with City's specifications
- ✓ Review lab test reports and log any failures.
- ✓ Review Invoicing from Laboratory to daily activities.

Project Completion

- ✓ Provide list of deliverables for substantial completion walk through/inspection. Schedule and conduct project walk through upon receipt of Contractor's notification of substantial completion. Include City Project Manager, Design Engineer and others as directed. Prepare a list

of non-conforming work based on visual inspections. Record and monitor contractor's corrective efforts and schedule. Schedule final completion inspection for any remaining corrections.

- ✓ Coordinate and obtain Design Engineer's signature and seal on Substantial Completion certificate and Final Completion and Acceptance certificate.
- ✓ Review and compile any Operation and Maintenance documents required from the Contractor – forward to Engineer for review. Review for completeness and accuracy, including; affidavits of final payment, final pay estimates, as built records, redlines and drawings. Once received, notify the Design Engineer and City Project Manager when completed.
- ✓ Upon completion of close out items, provide recommendation for City's Substantial Completion/Final Acceptance certificate.
- ✓ Provide indexed project files
- ✓ Maintain redline plans for as-built or record drawings that will be prepared by the Design Engineer.

Texas Department of Licensing and Regulation Compliance Services

- ✓ Attend inspection of improvements by a TDLR Consultant upon completion of construction. Coordinate with the Contractor for repair or reconstruction of non-conforming improvements prior to acceptance by the City. Coordinate and attend necessary follow up inspections.

Conduct Project Close-Out and Warranty Period Services

- ✓ Prepare and recommend final payment application. Prepare job record logs transmittals, and correspondence reports in an organized file for delivery to City.
- ✓ Consult with City on any potential Warranty items requiring repair or replacement.
- ✓ Schedule, arrange and coordinate a One Year Walk-through of the project to review status of the work 30 days prior to expiration of the One Year Maintenance period.
- ✓ Provide staff to conduct and participate in the warranty inspections.
- ✓ Prepare list of non-conforming work for presentation to the City Project Manager, Design Engineer and Contractor.
- ✓ Oversee repairs for non-conforming work with Contractor.
- ✓ Submit final report on completed warranty repairs.

EXHIBIT B

LEVEL OF EFFORT (LOE) FEE ESTIMATE
Third Party Review and Construction Management & Inspection Services
City of Bellaire - Waterlines Design Project (Group A Phase 3)

Date: November 20, 2018

Revision: 0

	Principal	Project or Construction Manager	Senior Engineer	Graduate Engineer	Designer / Technician	Project Coordinator	Sr Inspector	Project Inspector	Admin	Total Hours	Total Cost
HOURLY RATE	\$225	\$210	\$165	\$105	\$75	\$90	\$108	\$73	\$69		
Third Party Review											
Project Management (Invoicing/Schedule / Team Oversight , etc..)		8							8	16	\$2,232.00
Field Visit			4	4						8	\$1,080.00
Design & Constructability Review @ 30%		2	24	24						50	\$6,900.00
Design & Constructability Review @ 60%			32	32						64	\$8,640.00
Verification of Comments from 60% with 90% Design & Constructability Review			24	24						48	\$6,480.00
Review of final design submittal and proposed bid set (100%)			8	12						20	\$2,580.00
Expenses (Travel/Printing/Plotting/Delivery, etc.)											\$198.00
Subtotal Hours Third Party Review	0	10	92	96	0				8	206	
Sub-Total Fee Third Party Review											\$28,110.00
Construction Management & Inspection (CM&I)											
Preconstruction Conference & Preparation of Minutes of Meeting	4	8				16		8	4	40	\$4,880.00
Submittals & RFI processing and logs		24				24			16	64	\$8,304.00
Daily Observation Reports based on Part time Onsite Inspection							192	1728		1920	\$146,880.00
Monthly Progress Meetings & Preparation of Minutes of Meeting		48				42				90	\$13,860.00
Pay Application Review & Recommendations		48				42				90	\$13,860.00
Change Orders & Claims Analysis		24				24				48	\$7,200.00
Substantial Completion Inspection & Punch List		8				8	8	8		32	\$3,848.00
Final Completion Inspection & Certification		8				8	4	8		28	\$3,416.00
Project Close-out Documents		16				24			8	48	\$6,072.00
Neighborhood Meeting Presentation Preparation & Attendance		12								12	\$2,520.00
Construction Material Testing Laboratory including 10% Mark-up (Geotech Lab Proposal Attached)											\$52,903.00
Urban Forestry Services including 10% Mark-up (Arborist Proposal Attached)											\$5,729.00
Expenses (Travel, Consumables, etc.)											\$3,598.00
Subtotal Hours CM&I	4	196	0	0	0	188	204	1752	28	2372	
Sub-Total Fee CM&I											\$273,070.00
<i>Notes : The LOE for Inspectors is based on full-time inspection services for a construction period of 12 months.</i>											
Total Third Party Review & Construction Management & Inspection Fee											\$301,180.00



GEOTEST ENGINEERING, INC.

Geotechnical Engineers & Materials Testing

5600 Bintliff Drive

Houston, Texas 77036

Telephone: (713) 266-0588

Fax: (713) 266-2977

Proposal No.: 11501822-99

Date: 11-16-2018

Mr. Sree Punukula, PE
KITS Professionals
Spunukula@kitprofs.com


Re: City of Bellaire -Water Line Replacement Project Group A Phase 3

Dear Mr. Punukula:

Geotest Engineering, Inc. is pleased to submit our budget estimate for the reference project to provide materials testing services. Based on the information furnished to us, we estimate a budget of \$48,094.00. Any additional services requested and not part of this estimate will be charged in accordance with Geotest fee schedule. A worksheet with the breakdown of quantities is attached with this proposal for your convenience.

We appreciate the opportunity to propose on this project. If you have any questions, please contact us at your convenience. Please indicate your formal acceptance by signing a copy of this letter in the space below and returning to us.

Very truly yours,
GEOTEST ENGINEERING, INC.
TBPE Registration No. F-410


Madhu R. Munirathnam, P.E.
Vice President
11/16/18

mm
Attachments – Attachment No. 1

ACCEPTED BY: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

Attachment: A3_PSA_Third Party CM (2660 : Award A3 Water/Wastewater Third Party Construction Mgmt)

GEOTEST ENGINEERING, INC.

5600 Bintliff Drive Houston, Texas 77036 Tel (713) 266-0588

CONSTRUCTION MATERIALS TESTING COST ESTIMATE
for

City of Bellaire, Water Line Replacement Project Group A Phase 3

	Quantity		Unit Rate		Amount
PERSONNEL					
10300 Project Engineer, P.E.	5	x	\$123.00 / Hr	=	\$615.00
10500 Technician (Minimum 4-hrs)	500	x	\$55.00 / Hr	=	\$27,500.00
10501 Technician (OT)	10	x	\$82.50 / Hr	=	\$825.00
15000 Vehicle Charge	150	x	\$60.00 / Day	=	\$9,000.00
PORTLAND CEMENT CONCRETE					
30100 Compressive Str. (Cylinder) (C-39)	300	x	\$18.00 / Ea	=	\$5,400.00
30900 Concrete Coring (4" diameter to 6" Thickness) (C 42)		x	\$90.00 / Ea	=	
31000 Concrete Coring, additional thickness (6" to 12") (C 42)		x	\$8.00 In.	=	
31300 Measuring Length of Core (C 174)		x	\$11.00 / Ea	=	
HMAC					
40500 Extraction/Gradation (Tex - 210F)	1	x	\$174.00 /Ea	=	\$174.00
40700 HVEEM Stability (Tex - 208F)	1	x	\$82.00 Set	=	\$82.00
40800 Bulk Density - Lab Molded or Core (Tex - 207F)	1	x	\$46.00 Set	=	\$46.00
41000 Molding Specimens (Tex - 206F)	1	x	\$54.00 Set	=	\$54.00
41100 Maximum Theoretical Specific Gravity (Tex - 227F)	1	x	\$78.00 /Ea	=	\$78.00
SOILS					
90100 Liquid & Plastic Limits (D 4318)	2	x	\$53.00 / Ea	=	\$106.00
90600 Percent Passing #200 Sieve (D 1140)	2	x	\$41.00 / Ea	=	\$82.00
92300 OMD Standard Compaction (D 698)	2	x	\$175.00 / Ea	=	\$350.00
92800 Optimum Lime Content - PI Method	1	x	\$208.00 / Ea	=	\$208.00
TREATED SOILS					
94100 Cement Sand Compressive Str. (D 1633)	8	x	\$61.00 / Ea	=	\$488.00
94500 OMD Strength Compaction, Treated (D 698)	2	x	\$193.00 / Ea	=	\$386.00
95100 Nuclear Density Gauge (D 6938)	300	x	\$9.00 / Hr	=	\$2,700.00
TOTAL					\$48,094.00

NOTE:

- 1) Overtime rate of 1.5 times the appropriate hourly rate is applicable for all hourly employees for any hours as noted below:
 - 1 a. Worked before 6:00 a.m. or after 6:00 p.m. Monday through Friday,
 - 1 b. Any hours worked on Saturday, Sunday, or Holiday,
 - 1 c. Over 8 hours/day.
- 2) A minimum of 4 hours will be charged at the applicable rate for all technician/inspector services.

Deviation from Standard Tests:

The laboratory will not provide field curing, refrigeration, heating or environmental control devices, boxes or record of the field curing data of specimens, unless provided by the client or his representative or negotiated by the Client and the Laboratory.

Subcontractor:

" ** " Tests and inspections are performed by qualified subcontractor.



November 19, 2018

Via e-mail: spunukula@kitprofs.com

Mr. Sree Punukula, PE
 Manager, Public Works Engineering
 KIT Professionals, Inc.
 2000 W Sam Houston Parkway S, Suite 1400
 Houston, Texas 77042

Re: Urban Forestry Consulting Services Proposal–City of Bellaire Group A Phase 3
 Water Line Replacement Project.

Dear Mr. Punukula,

C.N. Koehl Urban Forestry, Inc. (Consultant) is pleased to provide the following proposal to KIT Professionals, Inc. (Client) for providing Urban Forestry Consultant services for City of Bellaire Group A Phase 3 Water Line Replacement Project, Bellaire, Texas.

Scope of the Project

The scope of the project will involve as-needed site visits during a 12-month construction schedule.

Scope of Services

The Scope of Services includes Urban Forestry Consulting Services for Tree Preservation during Water Line construction phase.

1. Construction phase services –We will be available on an as needed basis as construction/tree protection issues arise during the construction schedule.

Client Responsibilities

The Client will be responsible for providing:

1. Coordination of on-site tree assessments with City of Bellaire and construction contractor.

Professional Fees

Services will be provided based on an hourly rate of \$110.00 and are anticipated to not exceed a total of 48 hours, for an estimated total fee not to exceed **\$5,280.00**; including reimbursable expenses. Hours not used will not be invoiced.



Anticipated fee accruals for Urban Forestry Consulting Services are:

1. Construction phase site visits – 32 streets @ 1.5hrs/street @ \$110.00/hour = \$5,280.00

Billing/Payment Procedure

Invoices will be issued for work monthly. Consultant shall not be held responsible and reserves the right to re-negotiate if the project scope expands beyond the current understanding of the work.

Payments are due within fifteen (15) business days of KIT receiving payment from client. Late payments will be assessed an additional 1.5% of the monthly invoice if payment has not been received within 15 days of KIT receiving payment.

If you have any questions concerning this proposal, please contact me.

Sincerely,

Craig N. Koehl
Urban Forestry Consultant

Authorization

Date

By (Print Name)

Title

Mayor and Council

Council Chamber, First Floor of City Hall
Bellaire, TX 77401-4411

City of Bellaire

Meeting: 12/17/18 07:00 PM
Department: Development Services
Category: Amendment
Department Head: ChaVonne Sampson
DOC ID: 2649

SCHEDULED**ACTION ITEM (ID # 2649)****Item Title:**

Consideration of and possible action on the adoption of an ordinance of the City Council of the City of Bellaire, Texas, amending Chapter 33, Telecommunications, Article II, Small Cell Network Facilities, and Appendix A to Chapter 33, Design manual, of the Code of Ordinances of the City of Bellaire, Texas, for the purpose of regulating the placement of small cell network facilities within public rights-of-way and the application process for the placement of small cell network facilities within public rights-of-way - Submitted by ChaVonne Sampson, Director of Development Services.

Background/Summary:

In December of 2017, Council amended an ordinance to add Small Cell Network Facilities to Chapter 33 of the Code of Ordinances. Until that time, wireless infrastructure consisted of tall cell towers built on specific parcels of land. In comparison, small cells are installed to complement and work with existing cell towers built in the rights-of-way.

A small cell installation consists of small radio equipment and antennas that can be placed on structures such as street lights, the sides of buildings, or poles. To handle growing mobile data usage, the demand to install small cells will increase in the next few years. The City of Bellaire is not the only location for these sites, the attached map shows the small cell sites that are located, or are being proposed, within the River Oaks area.

The Texas state legislature has limited what cities may charge for private sector use of public rights-of-way, and how cities may regulate that land use. Such preemption action from state and federal policies creates restrictions on the cities traditional authority.

The Development Services Department is presenting amendments to ensure that the installation of small cells does not become a burden on the Bellaire community. The three major changes are as follows:

1. Increase in distance between existing and new poles from 100 ft to 300ft
2. Additional requirements to the application submittal process
3. Additional language that would only allow placement in the rear of properties
4. Establishment of the Urban Village Downtown District (UVD) as a Design district with specialty poles.

The intent of the updates is to improve small cell network regulations and require the applicant to provide greater detail to staff for the approval and tracking of permits, which ultimately leads to better management of the City's rights-of-way.

Attached is a redline of the proposed revisions.

Previous Council Action Summary:

November 20, 2017 Added Chapter 33, Article II.

December 18, 2017 Amended Installations in Residentially Zoned Districts

Fiscal Impact:

None

City Attorney Review:

Yes

Recommendation:

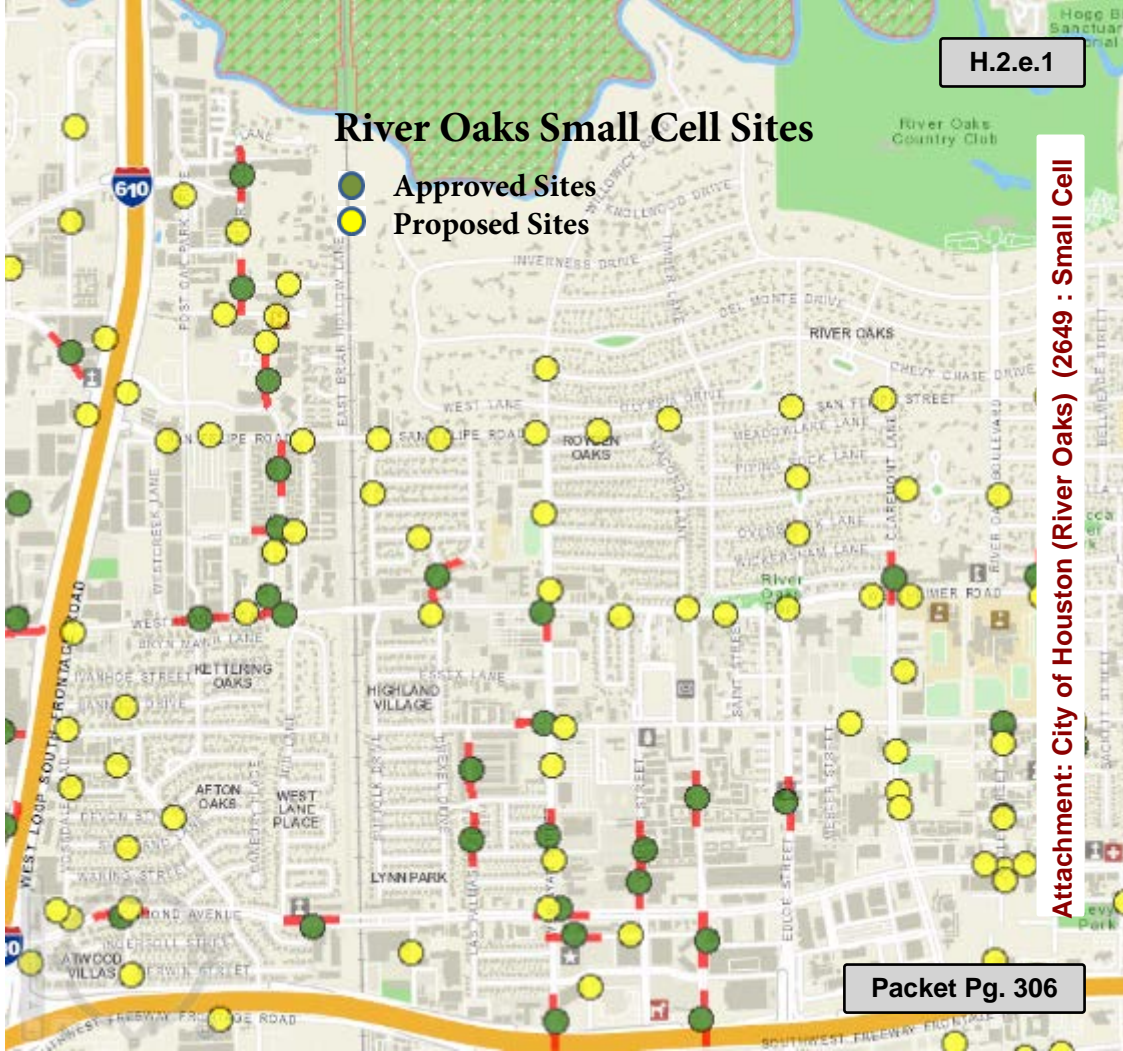
The Director of Development Services recommends approval of the of the small cell ordinance, with modifications as may be required by the Council.

ATTACHMENTS:

- City of Houston (River Oaks) (PDF)
- Small Cell Map Nov. 19th, 2018 (PDF)
- COB Small Cells Photo (PDF)
- Code Amend - Ch 33 Appendix A to Regulate Placement of Small Cell Network Facilities in Public Rights-of-Way (DOCX)

River Oaks Small Cell Sites

● Approved Sites
● Proposed Sites



Attachment: City of Houston (River Oaks) (2649 : Small Cell

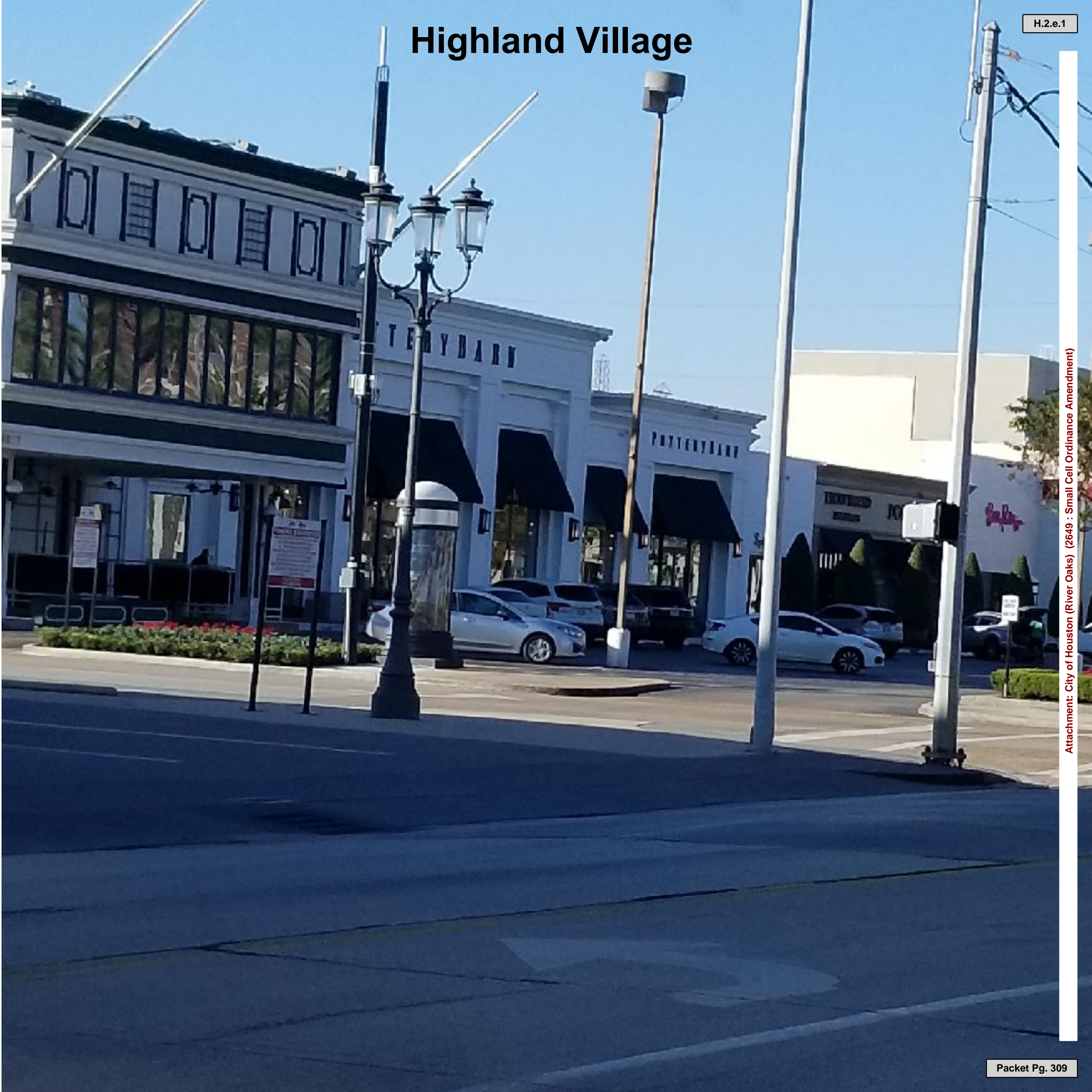
Intersection @ Westheimer & Willowick



Intersection @ Westheimer & Drexel



Highland Village

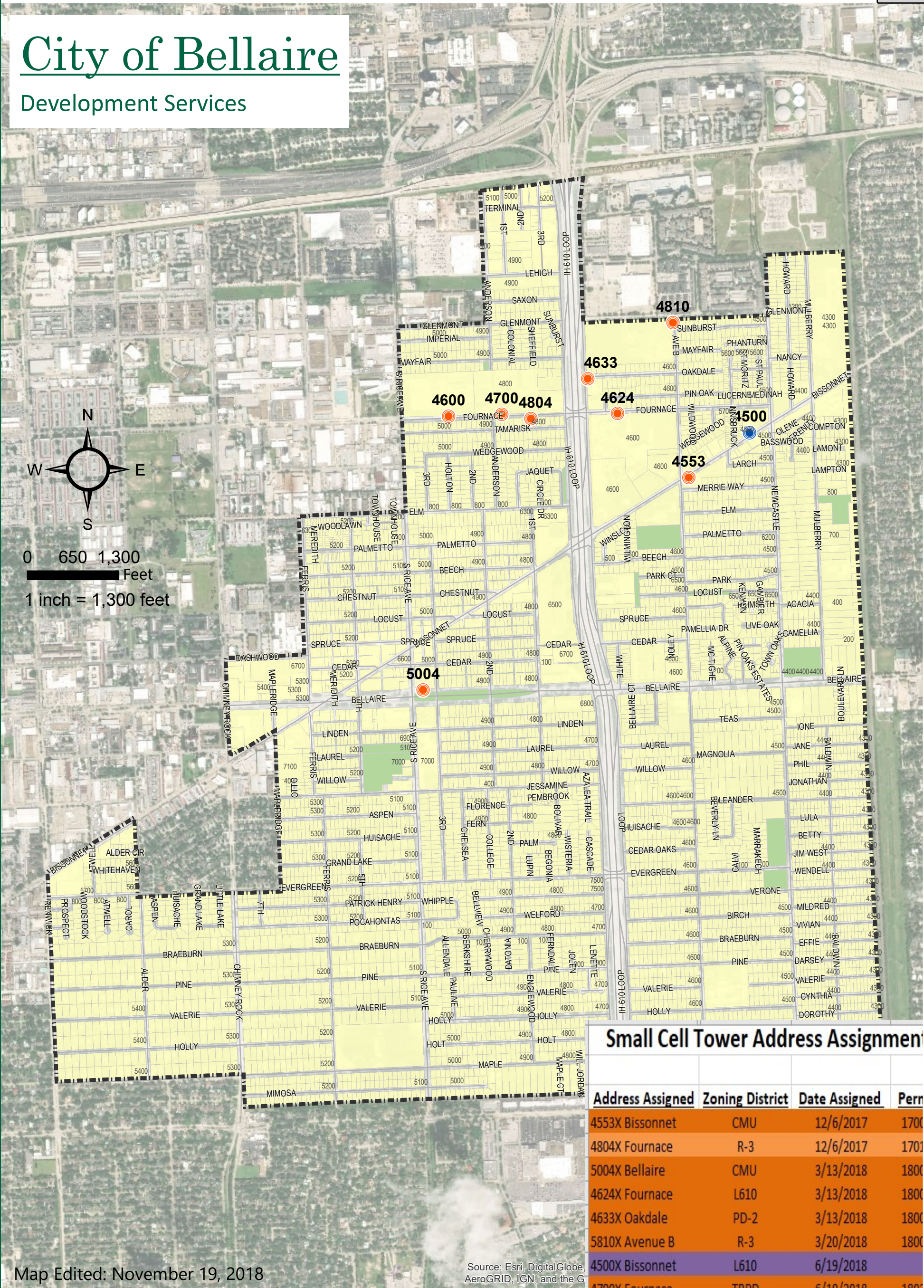


City of Bellaire

Development Services



0 650 1,300 Feet
1 inch = 1,300 feet



Map Edited: November 19, 2018

Source: Esri, DigitalGlobe, AeroGRID, IGN, and the G

Small Cell Tower Address Assignment

Address Assigned	Zoning District	Date Assigned	Perm
4553X Bissonnet	CMU	12/6/2017	1700
4804X Fournace	R-3	12/6/2017	1701
5004X Bellaire	CMU	3/13/2018	1800
4624X Fournace	L610	3/13/2018	1800
4633X Oakdale	PD-2	3/13/2018	1800
5810X Avenue B	R-3	3/20/2018	1800
4500X Bissonnet	L610	6/19/2018	
4700X Fournace	TRPD	6/19/2018	1802
4600X Fournace	TRPD	6/19/2018	1802

SMALL CELLS PERMITTED WITHIN THE CITY LIMITS

- City Limits
- Installed
- Pending Installation

	Installed Existing Pole Location
	Installed New Pole Location
	Pending Installation Location

4553X Bissonnet





4600X Fournace

4624X Fournace



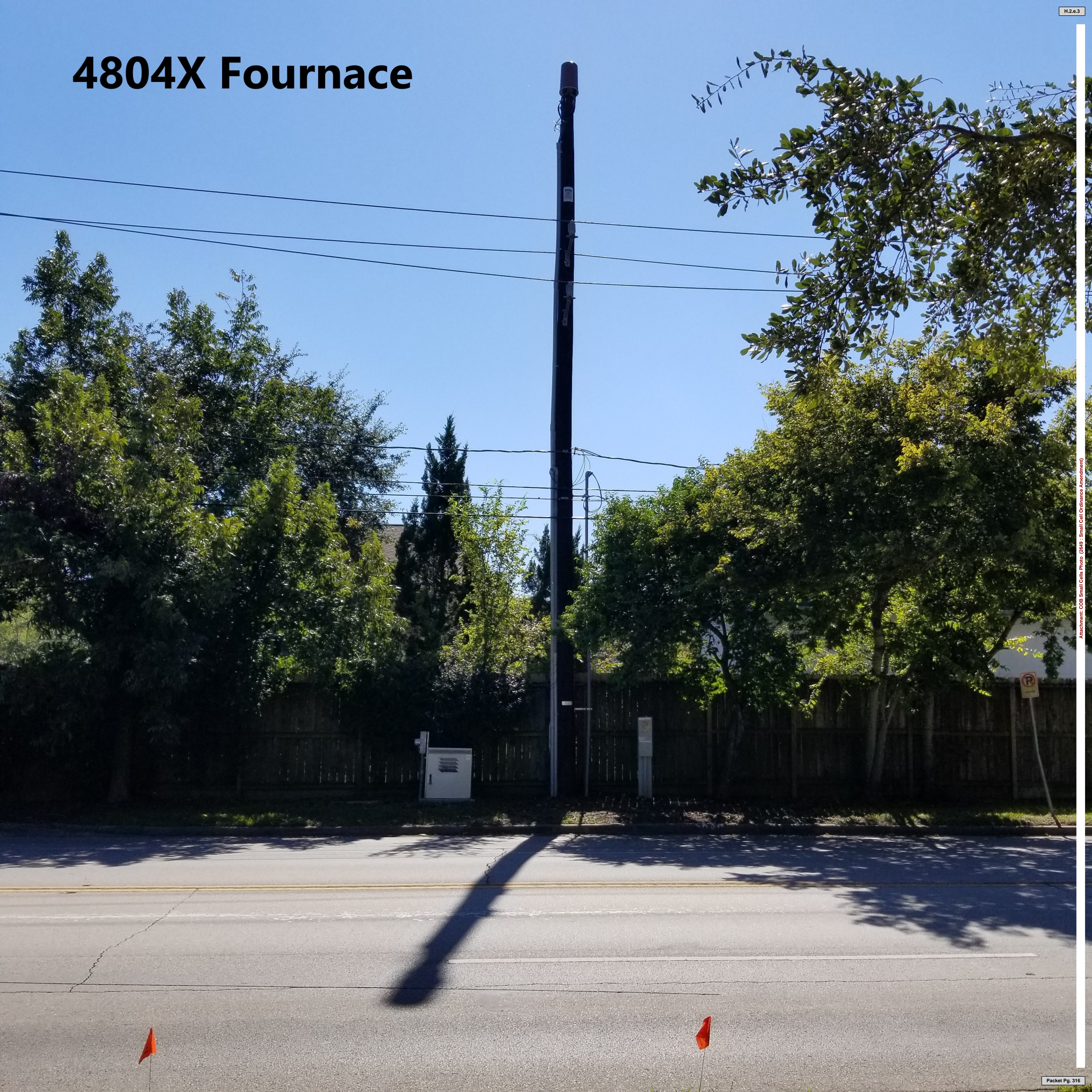
4633X Oakdale



4700X Fournace



4804X Fournace



5004X Bellaire



5810X Ave B



City of Bellaire

ORDINANCE NO. 18-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS, AMENDING CHAPTER 33, TELECOMMUNICATIONS, ARTICLE II, SMALL CELL NETWORK FACILITIES, AND APPENDIX A TO CHAPTER 33, DESIGN MANUAL, OF THE CODE OF ORDINANCES OF THE CITY OF BELLAIRE, TEXAS, FOR THE PURPOSE OF REGULATING THE PLACEMENT OF SMALL CELL NETWORK FACILITIES WITHIN PUBLIC RIGHTS-OF-WAY AND THE APPLICATION PROCESS FOR PLACEMENT OF SMALL CELL NETWORK FACILITIES WITHIN PUBLIC RIGHTS-OF-WAY.

WHEREAS, State Bill No. 1004 ("SB 1004") passed by the Texas Legislature, 85th Regular Session (2017), authorizes certain small cell network facilities to be installed in a municipality's public right-of-way; and

WHEREAS, SB 1004 further provides that municipalities retain the authority to manage the public right-of-way to ensure the health, safety and welfare of the public; and

WHEREAS, the City Council of the City of Bellaire, Texas (the "City Council") pursuant to Ordinance No. 17-072 adopted on November 20, 2017, enacted certain rules and regulations relating to small cell network facilities specifically being *Chapter 33, Telecommunications, Article II, Small Cell Network Facilities*, and *Appendix A to Chapter 33, Design Manual*, (the "Design Manual") of the *Code of Ordinances* of the City of Bellaire, Texas; and

WHEREAS, the City Council wishes to amend its rules and regulations relating to small cell network facilities for the purpose of regulating the placement of small cell network facilities within public rights-of-way and the application process for placement of small cell facilities within public rights-of-way;

NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELLAIRE, TEXAS:

Section 1. **THAT** *Chapter 33, Telecommunications, Article II, Small Cell Network Facilities*, of the *Code of Ordinances* of the City of Bellaire, Texas is hereby amended to read as set out in Exhibit "A" attached hereto. All other portions of *Chapter 33, Article II*, not specifically amended, deleted, added and/or revised hereby shall remain in full force and effect.

Section 2. **THAT** the *Design Manual* found as *Appendix A to Chapter 33, Telecommunications*, of the *Code of Ordinances* of the City of Bellaire, Texas is hereby amended to read as set out in Exhibit "B" attached hereto. All other portions of the *Design Manual* not specifically amended, deleted, added and/or revised hereby shall remain in full force and effect.

Section 3. **THAT** all ordinances and parts of ordinances in conflict with this Ordinance are repealed to the extent of conflict only.

Section 4. **THAT** if any word, phrase, clause, sentence, paragraph, section or other part of this Ordinance or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, neither the remainder of this Ordinance, nor the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Ordinance to any other persons or circumstances, shall be affected thereby.

Section 5. **THAT** the City Council officially finds, determines, and declares that a sufficient written notice of the date, hour, place, and subject of each meeting at which this Ordinance was discussed, considered, or acted upon was given in the manner required by the *Texas Open Meetings Act*, as amended, and that each such meeting has been open to the public as required by law at all times during such discussion, consideration, and action. The City Council ratifies, approves, and confirms such notices and the contents and posting thereof.

Section 6. **THAT** this Ordinance shall be effective immediately upon its adoption by the City Council.

PASSED, APPROVED, and ADOPTED this 17th day of December 2018.

SIGNED:

Andrew S. Friedberg
Mayor

ATTEST:

Tracy L. Dutton, TRMC
City Clerk

APPROVED AS TO FORM:

Alan P. Petrov
City Attorney

**EXHIBIT “A”
TO
ORDINANCE NO. 18-____
(ATTACHED)**

(Addition shown by underline, removal shown by strikeout)

Article II. – Small Cell Network Facilities

Sec. 33-101. - Purpose.

The purpose of this Article is to adopt rules to ensure that the City complies with the requirements of State Bill No. 1004 passed by the Texas Legislature, 85th Regular Session (2017), which authorizes certain facilities to be installed in a municipality's public right-of-way, and at the same time, protects the health, safety and welfare of the public.

Sec. 33-012. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Antenna: Communications equipments that transmits or receives electromagnetic radio frequency signals used in the provision of Wireless Services.

Cable Service: as defines in the Cable Communications Policy Act of 1984, as amended 47 U.S.C. 532

City Code: The Code of Ordinances of the City of Bellaire, Texas

City Manager: The City Manager or designee of the City Manager.

Collocate and Collocation: The installation, mounting, maintenance, modification, operation, or replacement of Network Nodes in a Right-of-way on or adjacent to a Pole.

Consumer Price Index: The annual revised Consumer Price Index for All Urban Consumers for Texas, as published by the Federal Bureau of Labor Statistics.

Concealment: Any wireless facility that is covered, blended, painted, disguised, camouflaged, or otherwise concealed such that the wireless facility blends into surrounding environment and is visually unobtrusive. Concealment includes but is not limited to covering with a façade, designs that blend with the surrounding character of an area, paint that matches surrounding Poles, disguising with landscaping, or locating underground.

Decorative Pole: A streetlight Pole specifically designed and placed for aesthetic purposes and on which no appurtenances or attachments, other than specifically designed informational or directional signage or temporary holiday or special event attachments have been placed or are permitted to be placed according to City Code.

Development Director: The Director of the Development Services Department or his or her designee.

Design Area: An area that is zoned, or otherwise designated by City Code, and for which the City maintains and enforces unique design and aesthetic standards.

Design Manual: The design requirements in effect at the time of a Permit application, or the commencement of work not required to obtain a Permit, for specific types of Facilities, including any other City requirements, as amended from time to time.

Historic Area: An area that is zoned or otherwise designated as a Historic Area under municipal, State, or Federal Law.

Network Node or Node: Equipment as a fixed location that enables wireless communications between Network Provider equipment and a communications network. The term includes: (i) equipment associated with wireless communications; (ii) a radio transceiver, and Antenna, a battery-only backup power supply, and comparable equipment, regardless of technological configuration; and (iii) coaxial or fiber-optic cable that is immediately adjacent to and directly associated with a particular Collocation; and does not include (i) and electric generator; or (ii) a Pole.

Network Provider: A Person that provides Wireless Service to the public; or a Person that does not provide Wireless Service and that is not an electric utility but builds or installs on behalf of a Person that provides Wireless Service to the public: Network Nodes, Node Support Poles, or any structure that supports or is capable of supporting a Network Node.

New Node Support Pole or New Pole: A new installation, including any extension or replacement of an existing Pole where the replacement is not accepted from Permit requirements under this Article.

New Support Pole: A Pole installed by a Network Provider for the primary purpose of supporting a Network node.

Park: Any property dedicated or used as a Park or for public Park purposes or that may be dedicated or used as a Park or for public Park purposes within the City.

Permit: A written authorization for the use of the Right-of-way including, Collocation on a Service Pole, required from the City before a Network Provider may perform an action under this Article.

Permit Holder: Any Person that has been issued a Permit pursuant to the terms of this Article.

Pole: A Service Pole, Node Support Pole, Utility Pole, or Municipally Owned Utility Pole.

Public Utility: Defined in the Utilities Code Section 11.004, including municipally owner and/or operated utilities.

Right-of-way: The area on, below, or above a public roadway, highway, Street, public sidewalk, alley, waterway, or utility easement in which the municipality has an interest.

Service Pole: A Pole, other than Municipal Owned Utility Pole, owned or operated by a municipality and located in a Right-of-way, including: a Pole that supports traffic control functions; a structure for signage; a Pole that supports lighting; other than a Decorative Pole; and a Pole or similar structure owned or operated by a municipality and supporting Network Nodes.

Street: The portion of the Right-of-way, including highway, designed or used for vehicular traffic, including that part of the Street marked or platted as a bicycle or public transit lane. Street width shall be the of the following measurements: (i) edge of pavement to edge of pavement. Or (ii) curb to curb.

Telecommunications Service: Any "local exchange telephone service" as defined by Section 51.002 of the Texas Utilities Code.

Transport Facility: Each transmission path physically within a Right-of-way, extending with a physical line from a Network Node directly to a network, for the purpose of providing backhaul for Network Nodes.

Wireless Service: Any service, using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, weather at a fixed location or mobile, provided to the public using a Network Node.

Sec. 33-103. – Permit Required

103.1 *Application for a Permit.* Any person proposing to place a Network Nodes, Node Support Poles, and/or Transport Facilities within the public rights-of-way shall submit an application to the ~~city manager~~ Development Director. The application shall be in a form prescribed by the ~~city manager~~ Development Director as generally described below, and shall outline applicant's proposed Facilities and its impact on the public rights-of-way. The ~~city manager~~ Development Director may require the following information in the application:

- A. The identity of the applicant, including a 24/7 contact number in case of emergencies.
- B. The name and address of the person to who notices are to be send.

- C. A general description of the services that will be offered or provided by the applicant over its existing or proposed Facilities.
- D. A general description of the type of Facilities that will be used by the applicant to offer or provide such services.
- E. Preliminary engineering plans, specifications and a network map of the Facilities to be located within the city, to the extent available at the time of the application, all in sufficient detail to identify:
 - (1) The location, route, and type of structure requested for any proposed telecommunications network including whether such location and route will be above ground or underground.
 - (2) To the extent known, the location of existing overhead and underground public utility, telecommunication, cabled, water, sewer, drainage and other facilities in the public rights-of-way within 300 feet of the proposed route.
 - (3) To the extent known, the location(s), if any, for interconnection with other telecommunications facilities or network's of other telecommunications service providers.
 - (4) To the extent known, the specific trees, structures, improvements, pavement, facilities and obstructions, if any, that applicant proposes to temporarily or permanently remove or relocate.
- F. A preliminary construction schedule including estimated completion dates.
- G. A preliminary traffic control plan in accordance with the Texas Department of Transportation Manual on Uniform Traffic Control Devices if construction activities will result in the blocking of any lanes of traffic in a given area for more than four hours.
- H. A traffic control test for line of sight.
- I. When a new pole is proposed, an industry standard pole load analysis certified by a licensed engineer.
- J. Soil tests or geotechnical survey where required.
- K. Information to establish to the city's satisfaction, that the applicant will obtain all other governmental approvals and permits prior to construction and operation of the Facilities and prior to offering or providing the services including but not limited to any approvals or permits required by the PUC and/or FCC.
- L. Map showing the location of any existing Facilities in the city within 500 feet of the proposed location.
- M. Proof of insurance.
- N. All fees, deposits or charges required pursuant to this Article, including permit fee and prorated Right-of-way fee.
- O. Such other and further information as may reasonably be requested by the Development Director city manager in order to protect the city's rights-of-way.
- P. Aerial map showing the location of the existing Poles to which the Network Node is proposed to be attached, and a street view image.
- Q. Scaled dimensioned drawings or pictures of the proposed attachments of the Network Node to the existing Poles or structures as well as any other proposed equipment associated with the proposal.

indicating the spacing from existing curb, driveways, sidewalk, and other existing light poles and any other Poles or appurtenances. This shall include a before-and-after image of the Pole and all proposed attachments and associated standalone equipment.

- R. A statement indicating that Network Nodes will not be installed in a location that causes any electrical interference and that Network Nodes will not be allowed on City's public safety radio infrastructure.
- S. An analysis showing that a proposed new Node Support Pole is spaced at least three hundred (300) linear feet from another existing Pole that is capable of supporting network nodes along the proposed location, unless otherwise approved by the Development Director in writing;
- T. A traffic study by a licensed traffic engineer prior to the installation of any newly proposed Pole or other ground mounted equipment to confirm visibility clearance for vehicular and pedestrian traffic and off street parking safety.

103.2. *Priority of usage.* In case of conflict or interference between the Facilities of different providers, the provider whose Facilities were first permitted shall have priority over a competing use of the public rights-of-way.

103.3. *No right to use city property or utility infrastructure granted by permit .* The grant of a permit under this Article shall not be construed to grant any attachment rights or authorize the use of any city property or utility infrastructure in any manner not specified in the permit without additional compliance by the provider with other applicable city requirements.

103.4. *Review is no guarantee of sufficiency.* Review and approval by the city does not constitute a guarantee of sufficiency of the design of the Facilities. The applicant retains full responsibility for the adequacy of the design of the Facilities.

Sec. 33-104. – Exception to Permit Requirement.

104.1 *Routine Maintenance.* A Network Provider is not required to obtain a permit for routine maintenance of Network Nodes, Node Support Poles, and/or Transport Facilities that does not require excavation or closing of sidewalks or vehicular lanes in the Right-of-way.

104.2 *Replacing or Upgrading.* A Network Provider is not required to obtain a permit for replacing or upgrading a Network Node or Pole that is substantially similar in size or smaller and that does not require excavation or closing of sidewalks or vehicular lanes in the Right-of-way. For the purposes of Section 104.2:

- A. A new or upgraded Network Node or Node Support Pole is considered “substantially similar” if the equipment, including antenna, will not be more than ten percent (10%) larger and the pole will not be ten percent (10%) higher than the existing, permitted equipment and/or pole.
- B. The replacement of an existing Node Support Pole is not included within Section 104.2.
- C. The replacement or upgrade does may not violate concealment requirements for the Network Node or Node Support Pole or height restrictions required in the Design Guide.

104.3 *Network Node Strung on Cables.* A Network Provider is not required to obtain a permit for the installation, placement, maintenance, operation, or replacement of micro Network Nodes that are strung on cables between existing poles or Node Support Poles, in compliance with the National Electrical Safety Code.

104.4 *Notice Required.* A Network Provider must provide the City with forty-eight (48) hours advance written notice to the Development Director-City Manager, or his/her designee, of intent to perform work that does not require a permit.

104.5 *Pole Owner Approval.* A Network Provider may replace or upgrade a pole only with the approval of the Pole's owner and written confirmation of such approval shall be submitted to the City with the notice.

104.6 *Size Limitations.* The size of any upgraded or replaced Network Node or Pole may not exceed the size limitations in the Design Guide.

Sec. 33-105. – Permit and Right-of-way use Fees.

105.1. *Permit fee.* Except as otherwise provided by Chapter 283 or 284 of the Texas Local Government Code, the Network Provider shall pay to the City a Permit fee that is calculated as of the date of the application for Permit by applying the appropriate Permit fee to each of the Facilities included in the application, in accordance with the City's fee schedule, not to exceed the values provided in the table below.

105.2 *Public rights-of-way use fees.* The Permit Holder shall pay to the City a Rights-of-way Fee that is calculated in accordance with Chapter 283 or 284 of the Texas Local Government Code, an agreement with the City, or the table below, as applicable. The Rights-of-way fee for Network Nodes, Node Support Poles, and Transport Facilities shall be prorated for the first year in which the Permit is paid, and shall be paid at the time of the Permit application.

Equipment Type	Permit Fee	Rights-of-way Fee
Transport Facilities	\$500 for first 5 Nodes, \$250 for each additional Node	\$28 per month per Node ^{1 4}
Network Nodes	\$500 for the first 5 Nodes, \$250 for each additional Node	\$250 per year per Node ^{2 3}
Node Support Poles	\$1,000 per Pole	NA

¹ Unless equal or greater amount is paid under Chapter 283 or 284 of the Local Government Code or Chapter 66 of the Utility Code.

² As adjusted by an amount equal to one-half the annual ~~charge change~~, if any, in the Consumer Price Index. The City shall provide written notice to each Network Provider of the new rate; and the rate shall apply to the first payment due to the City on or after the 60th day following the written notice.

³ Collocated Network Nodes on City Service Poles shall also pay an annual Collocation fee at a rate not greater than \$20 per year per Service Pole.

⁴ A Network Provider may not install its own Transport Facilities unless the Provider: (i) has a Permit to use the Right-of-way; and (ii) pays to the City a monthly Right-of-way rate for Transport Facilities in an amount equal to \$28 multiplied by the number of the Network Provider's Network Nodes located in the Right-of-way for which the installed Transport Facilities provide backhaul unless or until the time the Network Provider's payment of fees to the City exceeds its monthly aggregate per-Node compensation to the City. A Network Provider that wants to connect a Network Node to the network using the Right-of-way may: (i) install its own Transport Facilities as provided in this Article; or (ii) obtain transport service from a Person that is paying municipal fees to occupy the Right-of-way that are the equivalent of not less than \$28 per Node per month. A Right-of-way rate required by this Article is in addition to any other Right-of-way rate required by the City.

105.3 *Annexation and Disannexation.* For the purpose of compensating the City under this Article, a Permit Holder shall start including or excluding structures within an annexed or disannexed area within thirty (30) days of written notice by the City to the Permit Holder of the annexation or disannexation

105.4 *Timing of Rights-of-way Fee Payment.* Permit Holder shall remit the Rights-of-way Fees on an annual basis, unless otherwise proscribed by Chapter 284 of the Texas Local Government Code or a written agreement with the City. Unless otherwise mandated by State Law, the payment of Rights-of-way Fees shall be due on January 31st of each year following the year in which a Permit fee and prorated Right-of-way Fee was paid, and each subsequent year until (i) the structures are removed from the Right-of-way and written notice is provided to the City, or (ii) the structures are no longer owned by the Permit Holder and written notice of the new owner's name, address, and phone number are provided to the City.

105.5 *Default.* Notwithstanding any other provision in this Article, in the event that full and proper payments due the city under this Article or the permit have not been made by a Permit Holder within twenty (20) days after the due date, an event of default shall have occurred, in which case the permit may be terminated by the City. Any provider that is found to be in default and whose permit has been terminated for non-payment of fees, may not apply for another permit until all past due fees have been paid.

105.6 *No release.* No acceptance of any payment shall be construed as a release of, or an accord or satisfaction of, any claim that the City might have for further or additional sums payable under the terms of this chapter or a permit, or for any other performance or obligations of Permit Holder.

105.7 *Confidential records.* If the Permit Holder notifies the City of the confidential nature of any information, reports, documents, or writings, and such information, reports, document or writings are prominently labeled as confidential, the City agrees to maintain the confidentiality of the information, reports, documents, and writings to the extent permitted by law. Upon receipt by the City of requests for the Permit Holder's confidential information, reports, documents, or writings, the City shall notify the Permit Holder of the request in writing. The City shall request an attorney general's opinion before disclosing any confidential information, reports, documents or writings and will furnish the provider with copies of attorney general opinion requests it makes pertaining to the Permit Holder's confidential information, reports, documents or writings. Upon request by the City, the Permit Holder shall provide assistance in preparing and submitting the request for an attorney general's opinion.

105.8 *Books and records.*

- A. Upon written request from the ~~Development Director-City Manager~~, Permit Holders shall report to the City such other information as the ~~Development Director-City Manager~~ may reasonably require to ensure correct payments to the City are made and shall comply with the City's reasonable determination of forms for reports, the time for reports, the frequency with which any reports are to be made, and if reports are to be made under oath.
- B. Permit Holders shall promptly make available to the City or a City designated representative, its books and records to examine, audit, review and/or obtain copies of the papers, books, accounts, documents, maps, plans and other records of Permit Holders pertaining to permits granted under this chapter to ensure proper payments are made to the City. Permit Holders shall fully cooperate in making available its records and otherwise assisting in these activities.
- C. The ~~Development Director-City Manager~~ may, at any time, make inquiries pertaining to Permit Holders' performance of the terms and conditions of a permit. Permit Holders shall respond to such inquiries on a timely basis.

Sec. 33-106. – Construction Standards

106.1 *Advance Notice Required.* The City Manger shall be notified forty-eight (48) hours in advance that construction is ready to proceed by either the Permit Holder, their contractor or representative, including the name, address, and phone numbers of the contractor performing the actual construction, and the name and telephone number of the individual who will be available at all times during construction.

Failure to provide the information will result in the suspension of the Permit until the required information is received.

106.2 *Conformance to Other Laws.* Permit Holders are explicitly subject to the police powers of the city, any other governmental powers, and the city's rights as a property owner under State and Federal laws. All work done by Permit Holders in connection with the construction, expansion, reconstruction, maintenance or repair of its Facilities in the Rights-of-way shall be subject to and governed by all City requirements, and applicable Federal and State rules and regulations.

106.3 *Construction work regulation, maintenance and underground conduit use*

- A. All excavations and other construction in the public rights-of-way shall be performed in accordance with all applicable City requirements, including the obligation to use trenchless technology whenever possible and economically practical. Furthermore, all such construction shall be undertaken so as to minimize interference with the use of public and private property and in accordance with any direction given by the City under the police and regulatory powers of the City.
- B. In addition to any other city requirements, 30 days prior to the commencement of construction which involves any non-emergency alteration to the surface or the sub-surface of the Rights-of-way, to the extent generally required, Permit Holders shall furnish the ~~Development Director-City Manager~~ (or such other officials as the City may designate from time to time) with construction plans and maps showing the routing of any new construction and construction plans. Permit Holders shall not commence non-emergency construction until the plans and drawings have been approved in writing by the ~~Development Director-City Manager~~. Such approval shall not be unreasonably withheld or delayed and appeal to the City Council shall be afforded to the Permit Holder.
- C. Upon request by written notice of the City, Permit Holders shall promptly remove and abate any Facility that is determined by the City to pose a threat to public safety. Permit Holders and the City shall cooperate to the extent possible to assure continuity of service during the removal. If any Permit Holder, after notice, fails or refuses to act, the city may remove or abate the same, at the sole cost and expense of such Permit Holder which shall be promptly paid to the City, all without compensation or liability for damages to the Permit Holder.
- D. Upon completion of initial or any subsequent construction or repair work, providers shall promptly restore the Rights-of-way in accordance with applicable City requirements. Permit Holders may excavate only for the construction, installation, expansion, repair, removal, and maintenance of all or a portion of its Facilities.
- E. Except in an emergency, provider shall not excavate any pavement in any public alley or street or significant amounts of any unpaved public right-of-way without first complying with all applicable city requirements.
- F. Within 120 days of completion of each segment of Permit Holder's Facilities, or any addition thereto, each Permit Holder shall supply the city with a complete set of "as built" drawings for that segment or addition in the format in which the Permit Holder keeps such records in the normal course of business. Permit Holders shall also obtain the City's

approval before any relocation of Facilities in the Rights-of-way. In addition, Permit Holders shall provide to the City, upon request, a map of its Facilities.

106.4 *Work by others, construction by abutting owners and alterations to conform with public improvements.*

- A. The City reserves the right to lay and permit to be laid, sewer, gas, water, and other pipe lines or cables and conduits, and to do and permit to be done, any underground and overhead work, and any attachment, restructuring or changes in aerial facilities that may be deemed necessary or proper by the City in, across, along, over or under any public street, alley or Right-of-way occupied by Permit Holders, and to change any curb or sidewalk or the grade of any street.
- B. In the event that, during the term of the permit, the City authorizes abutting landowners to occupy space under the surface of any public street, alley, or right-of-way, such grant to an abutting landowner shall be subject to the rights herein granted to Permit Holders. In the event that the city shall close or abandon any public right-of-way, which contains any portion of Permit Holders' Facilities, any conveyance of land contained in such closed or abandoned public right-of-way shall be subject to the rights herein granted.
- C. During the term of all permits, Permit Holders shall be liable to the City for the acts or omissions of any entity used by Permit Holders when such entity is involved directly or indirectly in the construction and installation of Permit Holders' Facilities to the same extent as if the acts or omissions of such entity were the acts or omissions of a Permit Holder.
- D. Within 90 days following written notice from the City, Permit Holders shall, at their expense, temporarily or permanently remove, relocate, change or alter the position of any of their Facilities that are in the Rights-of-way whenever the City shall have determined that such removal, relocation, change or alteration is necessary for:
 - (1) The construction, repair, maintenance or installation of any City or other public infrastructure improvement in or upon the Rights-of-way; or
 - (2) The operations of the City in or upon the Rights-of-way.

106.5 *Workmanship and Notice of Damage.* Permit Holders are responsible for the workmanship and any damages caused by a contractor or subcontractor. All Permit Holders shall notify the Development Director-City Manager immediately of any damage to utilities or other structures, either City or privately owned.

106.6 *When Work May Be Performed.* All work of any nature or type, either directly or indirectly relating to the placement, layout, grade, construction, or reconstruction of any Facility, improvement, equipment or other thing, along, across, on, over, through, above or under any public street, avenue, alley, Right-of-way, public grounds or public place within the City shall be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, with the exclusion of legal holidays. The Development Director-City Manager may waive the requirements of this section if it appears to him or her to be in the best interest of the citizens of the City.

Sec. 33-107. – Construction and Maintenance of Structures

107.1 *Construction Requirements.* Except where expressly provided otherwise by State Law, a Permit Holder shall construct and maintain structures in the Right-of-way in accordance with the Design Manual to ensure structures do not:

- A. Obstruct, impede, or hinder the usual travel or public safety on a Right-of-way;
- B. Obstruct the legal use of a Right-of-way by other Persons;
- C. Violate nondiscriminatory applicable codes;
- D. Violate or conflict with the City's Right-of-way design specifications; or
- E. Violate the Federal Americans with Disabilities Act of 1990 (ADA).

107.2 *Design Manual.* Structures to which this Article applies must conform to the specifications required by the construction codes and Design Manual as adopted by the City at the time the permit application is submitted.

107.3 *Requests for Temporary Moves.* Upon request, the Permit Holder shall remove or raise or lower its aerial wires, fiber or cables temporarily to permit the moving of houses or other bulky structures. The expense of such temporary rearrangements shall be raise by the party or parties requesting them and the Permit Holder may require payment in advance. The Permit Holder shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary rearrangements.

107.4 *Tree Trimming.* The Permit Holder, its contractors and agents have the right, permission and license to trim trees upon and overhanging the Rights-of-way to prevent trees from coming in contact with the Permit Holder's Facilities. When directed by the City, tree trimming shall be done under the supervision and direction of the ~~Development Director-City Manager~~.

Sec. 33-108. – Improperly Installed Structures

108.1 *Proper Installation Required.* Structures in the Rights-of-way shall be properly installed, repaired, upgraded and maintained. Structures shall be considered to be improperly installed, repaired, upgraded or maintained if:

- A. The installation, repairs, upgrade, or maintenance endangers people;
- B. The structures do not meet the applicable City requirements;
- C. The structures are not capable of being located using standard practices; or
- D. The structures are not located in the proper place in accordance with the plans approved by the ~~Development Director-City Manager~~.

108.2 *Existing Structures.* This Section 33-108 shall not apply to structures installed prior to the effective date of this ordinance unless such structures are repaired or upgraded.

108.3 *City review of Poles.* When Poles are used, the type of Poles, location, depth, upgrade, etc. shall be subject to review of the ~~Development Director-City Manager~~ unless otherwise provided by this Article.

Sec. 33-109. – Restoration of Property

109.1 *Restoration of Affected Property Required.* Permit Holders of the Right-of-way shall restore property affected by construction in the Right-of-way to a condition that is equal to or better than the condition of the property prior to the performance of the work. This includes, but is not limited to, replacing all natural ground cover with an equal or better type of ground cover damaged during work, either by sodding or seeding, as directed by ~~Development Director-City Manager~~.

109.2 *Restoration Requirements.* Restoration shall be to the reasonable satisfaction of the ~~Development Director-City Manager~~. The restoration shall include, but not be limited to:

- A. Installation of all manholes and hand holes, as required;
- B. All bore pits, potholes, trenches, or any other holes shall be covered or barricaded daily;
- C. Leveling of all trenches and backhoe lines; and

D. Restoration of excavation site to City specifications.

109.3 *Locator Flags.* All locator flags shall be removed during the cleanup process by the Permit Holder or Permit Holder's contractor at the completion of the work.

Sec. 33-110. – General Terms Applicable to Permit Holders

110.1 *Transfer of Permit.*

- A. No permit granted under this Article, or any rights or privileges of Network Providers under a permit, either separately or collectively, shall be sold, resold, assigned, transferred or conveyed by providers to any other Person, without the prior written consent of the City. Should the Network Provider sell, assign, transfer, convey or otherwise dispose of any of its rights or interests under this permit, without the City's prior consent, the City may revoke the permit for default, in which event all rights and interest of the Network Provider under the permit shall cease.
- B. Any transfer in violation of this Section 33-110 shall be null and void and unenforceable.
- C. A mortgage or other pledge of assets to a bank or lending institution in a bona fide lending transaction shall not be considered an assignment or transfer.
- D. Every permit granted under this Article shall specify that any transfer or other disposition of rights which has the effect of circumventing payment of required permit fees and/or evasion of payment of such fees is prohibited.

110.2 *Not Exclusive.* No rights agreed to in this Article by the City shall be exclusive and the City reserves the right to grant franchises, licenses, easements, or permissions to use the Rights-of-way within the City to any Person as the City, in its sole discretion, may determine to be in the public interest.

110.3 *Deed Restrictions.* A Permit Holder installing Structures in Right-of-way shall comply with private deed restrictions and other private restrictions in the area.

110.4 *Cable Service Not Authorized by Permit.* A Permit Holder is not authorized to provide Cable Service as a cable operator in the City under this Article, but must first obtain a franchise agreement from the City for that purpose, under such terms and conditions as may be required by Law. A Permit for installation, placement, maintenance, or operation of a Network Node or Transport Facility under this Article shall not confer authorization to provide Cable Service or video service, as defines by Section 66.002, Utilities Code, or Information Service as defined by 47 U.S.C. Section 153, or Wireless Service as defines by 47 U.S.C. Section 153, in the Right-of-way.

110.5 *Interference Not Permitted; Notice and Time for Correction of Interference.* A Network Provider shall ensure that the operation of a Network Node does not cause any harmful radio frequency interference to a Federal Communications Commission-authorized mobile wireless operation of the City operating at the time the Network Node was initially installed or constructed. On written notice, a Network Provider shall take all steps reasonably necessary to remedy any harmful interference. If a Network Provider fails to correct any harmful interference within sixty (60) days of written notice, the City may upon fourteen (14) day advance written notice revoke any and all Permits for the Network Node.

110.6 *Permit Limited.* A Permit provided under this Article does not provide authorization for attachment of a Network Nodes on Poles and other structures owned or operated by investor-owned electric utilities, as defined by Section 31.002, Utilities Code, electric cooperatives, telephone cooperatives, as defined by Section 162.003, Utilities Code, or Wireless providers, as defined by Section 51.001, Utilities Code.

110.7 *Other Requirements.* The City may impose additional requirements on the activities of Network Providers in the Right-of-way to the extent that the regulations are reasonably necessary to protect the health, safety, and welfare of the public.

Sec. 33-111. – Denial and Termination of Permits

111.01 *Denial of a Permit Application.* If the City denies a permit application submitted under this Article, the City must include specific applicable code provisions or other municipal rules, regulations, or other law on which the denial was based. The Network Provider shall have thirty (30) days from the date of denial to cure the deficiencies identified in the denial and resubmit without incurring an additional application fee. The City's review of the resubmitted application is limited to deficiencies cited in the denial.

111.02 *Termination of a Permit.* The City shall reserve the right to terminate any permit and any rights or privileges granted under this Article in the event of a breach of the terms and conditions of the permit or of this Article, subject to a 30 day written notice and the opportunity to cure the breach during that 30 day period.

111.03 *When a Breach Occurs.* A breach shall not be deemed to have occurred if the violation occurs without the fault of a Network Provider or occurs as a result of circumstances beyond its control. Network Providers shall not be excused from performance of any of their obligations under this chapter by economic hardship, nor misfeasance or malfeasance of their managers, officers, agents or employees.

110.4 *Process For Termination.* A termination shall be declared only by a written decision of the City Council after an appropriate public proceeding before the City Council, which shall accord the provider due process and full opportunity to be heard and to respond to any notice of grounds to terminate. All notice requirements shall be met by giving the Network Provider at least 15 days prior written notice of any public hearing concerning the proposed termination of its permit. Such notice shall state the grounds for termination alleged by City.

110.4 *Does Not Apply for Default of Payment.* The provision of this Section 33-110 shall not apply to any automatic termination resulting from a default of payment as set forth in section 33-105, above.

Sec. 33-112. - Insurance requirements.

112.1 *Insurance Required.* Network Providers shall obtain and maintain in full force and effect throughout the term of a permit granted under this Article, insurance with an insurance company licensed to do business in the State of Texas and acceptable to the City as determined by the Development Director City Manager. All companies will be required to be rated A-VI or better by A.M. Best or A or better by Standard and Poors. Network Providers shall furnish the City with proof of such insurance so required at the time of filing the application for a permit. The City reserves the right to review these insurance requirements during the effective period of any permit, and to reasonably adjust insurance coverage and their limits when deemed necessary and prudent by the City, based upon changes in statutory law, court decisions, or the claims history of the industry or the provider.

112.2 *Insurance Coverage Amounts.* Subject to Network Providers' right to maintain reasonable deductibles in such amounts as are approved by the City, Network Providers shall obtain and maintain in full force and effect for the duration of any permit, at Network Providers' sole expense, insurance coverage in the following type and minimum amounts:

Type	Amount
1. Workers' Compensation	Statutory Limits
2. Commercial general (public) liability to include coverage for the following where the exposure exists:	
(i) Premises operations	*
(ii) Independent contractors	*

(iii) Products/completed operations	*
(iv) Personal injury	*
(v) Contractual liability	*
(vi) Explosion, collapse and underground property damage	*
3. Comprehensive automobile insurance coverage for loading and unloading hazards, for:	
(i) Owned/leased automobiles	**
(ii) Nonowned automobiles	**
(iii) Hired automobiles	**
4. Pollution liability	<u>\$1,000,000.00</u>
Insurance	<u>per occurrence</u>
(i) Bodily injury	
(ii) Property damage	
(iii) Clean-up cost	

*Combined single limit for bodily injury and property damage of \$10,000,000.00 per occurrence or its equivalent.

**Combined single limit for bodily injury and property damage of \$2,000,000.00 per occurrence or its equivalent.

112.3 *City's Rights to Requests.* The ~~Development Director-City Manager~~ shall be entitled, upon request and without expense, to receive copies of certificates of insurance evidencing coverage stated above. The ~~Development Director-City Manager~~ also may make any reasonable requests for deletion, revision or modification of particular policy terms, conditions, limitations or exclusions, except where policy provisions are established by law or relation binding upon either City or a Network Provider or upon the underwriter for any of such policies. Upon request for deletion, revision or modification by the ~~Development Director-City Manager~~, Network Providers shall accomplish the changes and shall pay the cost thereof.

112.4 *Insurance Certificates.* Network Providers shall agree that with respect to the above-required insurance, all insurance certificates will contain the following required provisions:

- A. Name the City and its officers, employees, board members and elected representatives as additional insureds (as the interests of each insured may appear) as to all applicable coverage;
- B. Provide for 60 days notice to the City for cancellation, non-renewal, or material change;
- C. Provide for notice to both the ~~Development Director-City Manager~~ and the City Clerk by certified mail; and
- D. Provide that all provisions of the permit, as amended, concerning liability, duty, and standard of care, including the indemnity section, shall be underwritten by contractual

coverage sufficient to include such obligations within applicable policies, subject to policy terms and conditions.

112.5 *Insurance Review by the City.* The insurance certificates obtained by Network Providers in compliance with this Section 33-112 shall be subject to approval by the ~~Development Director-City Manager~~, and such proof of insurance shall be filed and maintained with the ~~Development Director-City Manager~~ and the City Clerk during the term of the permit, or any extension or renewal thereof, and may be changed from time to time to reflect changing liability limits' as required by the City. Network Providers shall immediately advise the City Attorney of any actual or potential litigation that may develop that would affect insurance coverage related to any permit.

112.6 *No Right to Recovery.* Insurers shall have no right of recovery against the city, it being the intention that the insurance policies shall protect Network Providers and the City and shall be primary coverage for all losses covered by the policies.

112.7 *Other Insurance Clause.* The policy clause "other insurance" shall not apply to the City where the City is an insured on the policy.

112.7 *Premiums Not Paid By City.* Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments which all are set at the sole risk of the Network Providers. Insurance policies obtained by Network Provider shall provide that the issuing company waives all right of recovery by way of subrogation or assignment against the city in connection with any damage covered by these policies.

112.8 *Self-Insurance.* When presented with adequate financial documentation from the Network Provider and in compliance with applicable state laws, the ~~Development Director-City Manager~~ may accept in lieu of the insurance requirements described above, a self-insurance provision in the permit which provides substantially similar protection to the above requirements.

Sec. 33-113. - Indemnity.

113.1 *Indemnification.* Each Network Provider shall protect, defend, and hold harmless the City, its employees, officers, and legal representatives (collectively in this section, the "City") from any and all third-party claims, demands, and liability, including defense costs, relating in any way to damages, claims, or fines (collectively, "claims") arising by reason of or in connection with:

- A. The City's actual or alleged negligence arising solely from the grant of, administration of, or operations under this Article, including, without limitation, the City's approval of work plans, City inspection of the Network Provider's Facilities or the repair or maintenance thereof, the City's receipt or failure to receive insurance policies, or similar acts or omissions of the City in connection with its rights, duties, or obligations under this Article; together with
- B. The Network Provider's actual or alleged negligence in the construction, maintenance, or operation of its Facilities in the Rights-of-way under this Article.

113.2 *Indemnification Not Required.* The Network Provider shall not be required to indemnify or pay the defense costs of the City under Subsection 113.1 where:

- A. The claims arise in whole or in part out of the Network Provider's compliance with the City's directives (other than those ordering compliance with applicable laws, ordinances, rules, or regulations) relating to the time, place, or manner of the activities of the Network Provider alleged or found to be negligent; and
- B. There is no finding in a final, nonappealable order or judgment that the Network Provider is fifty-one percent (51%) or more at fault.

113.3 *Immunity of Network Provider.* The provisions of this section shall apply notwithstanding any immunity of the Network Provider under the workers compensation laws of the State of Texas.

113.4 *Benefit of the City and Network Provider.* The provisions of this Section 33-113 are solely for the benefit of the City and the Network Provider and are not intended to create or grant any rights, causes of action, or liability, contractual or otherwise, to any person or entity.

Sec. 33-114. - Bond and letter of credit.

114.1 *Bond Requirement.* Each permit shall contain requirements for construction bonds and/or payment and performance bonds during construction, as necessary to ensure compliance with this Article and the permit. The amount of any such bonds shall not exceed the amount necessary to assure that the construction work will be performed in compliance with all applicable City Codes.

Sec. 33-115. - Unauthorized Use of Rights-of-way.

115.1 *Unauthorized Use.* It shall be unlawful for any person to place any Network Nodes, Network Support Poles, or Transport Facilities on, in or over the public rights-of-way, City property, City structures or utility infrastructure unless expressly allowed under this Article or the terms of a permit.

115.2 *Deemed an Offense.* Each unauthorized use shall be deemed to be a distinct and separate offense. Each day a violation of this Article continues shall constitute a distinct and separate offense.

115.3 *Penalty for Each Offense.* The violation of any provision of this Article shall be unlawful and a misdemeanor offense.

Sec. 33-116. - State Law to Apply.

116.1 *Law and Venue.* To the extent not in conflict with the federal laws relating to telecommunications, the laws of the State of Texas shall apply to any permit granted under this Article and venue for any dispute with respect to such permit shall be in Harris County, Texas.

**EXHIBIT “B”
TO
ORDINANCE NO. 18-__**

(ATTACHED)

(Addition shown by underline, removal shown by strikeout)

Design Manual

I. Introduction

A. Purpose

The following design specifications are required by the City to: (i) prevent obstruction, impediment, or hindrance of the usual travel or public safety on a Right-of-way; (ii) prevent obstruction of the legal use of the Rights-of-way by Network Providers; and (iii) protect health, safety, and welfare of the public.

B. Scope

Any Person that constructs, modifies, maintains, operates, relocates, or removes Network Nodes, Node Support Poles, or Transport Facilities (collectively, "Facilities") shall conform to the following design specifications and all applicable construction codes of the City. The Development Director-City Manager shall deny any Permit application that does not strictly conform to the applicable requirements.

C. Definitions

Terms defined in Section 33-102 of the Code of Ordinances of the City of Bellaire, Texas shall have those same meanings when used in this Design Manual.

II. Design Requirements for all Rights-of-way

A. Pole Stability Requirements

Nodes, equipment cabinets, and Poles shall be constructed based on an industry standard pole load analysis completed and submitted to the City indicating that the Service Pole or Network Support Pole to which the Network Node is to be attached will safely support all of the proposed and existing equipment. Documentation shall be completed and submitted to the City indicating that the Pole foundation and anchoring mechanism is (i) sufficient for the types of soil in the proposed location, and (ii) sufficient to withstand typical area wind loads as identified by the adopted construction codes of the City. Poles shall be constructed with foundations based on a (i) soils test if the proposed Pole is over thirty (30) feet in height, or (ii) a geotechnical survey if the proposed Pole is over forty-five (45) feet.

B. Limit on number of Network Nodes per Pole

The number of Network Nodes allowed per Pole shall be limited based on the pole load analysis.

C. Minimum placement height

Network Node equipment placed on a new or existing Pole shall be placed more than twelve (12) feet above ground level. If a Network Node or other equipment is projecting toward the Street, for safety and protection of the public and vehicular traffic, the attachment shall be installed no less than sixteen (16) feet above ground.

D. Equipment size limitations

All Facilities shall be constructed and limited in size in accordance with Section 284.003 of the Texas Local Government Code.

E. Compliance with National Electrical Safety Code

Facilities must be installed in accordance with the National Electrical Safety Code, subject to applicable codes, and any Utility Pole owner's construction standards.

A. ~~New Pole locations and construction requirements~~ Location and construction requirements for new Network Support Poles or Facilities on existing Poles

New Network Support Poles shall be constructed with breakaway bases and located as close as possible to the outside edge of the Right-of-way. New Network Support Poles ~~poles~~ shall be spaced apart from Facilities on existing poles or other Network Support Poles by no less than ~~one hundred (100)~~ three-hundred (300) feet. Facilities attached to existing Poles shall be spaced apart from Network Support Poles by no less than three-hundred (300) feet. New Network Support Poles ~~poles~~ may not be located within three (3) feet of sidewalks, pedestrian paths or bicycle paths. New Network Support Poles ~~poles~~ may not be located within ten (10) feet of driveways, streets, or highways. New Network Support Poles ~~Poles~~ should provide minimum disruption of visibility and site lines for nearby driveways, windows and other existing improvements. Existing, available utility poles and street light poles should be considered for use before installing new poles to support Network Nodes or Network Support Poles.

B. Installations near intersections

A Network Provider shall not install structures within one-hundred (100) feet of any intersection, as measured from the closest outside corner of the two intersecting Streets.

C. Installation near schools and parks

For the safety of pedestrians, particularly small children, and to allow full line of sights near school property and Parks, a Network Provider shall not install ground equipment or new Poles within a Right-of-way inside the boundary line of school property or within two-hundred fifty (250) feet of the boundary line of school property. A Network Provider shall not install ground equipment within a Right-of-way inside the boundary line of a Park or within two-hundred fifty (250) feet of the boundary line of a Park.

D. Installation of wires, conduits or cables

Any structures that include wires, conduits, or cables shall be located underground, except where the City Engineer identifies, based on the Permit application, that existing utility or other structures prevent the safe installation of the proposed structures underground. Where wires, conduits, or cables are required to be installed aboveground, they shall be attached to existing Poles where possible and must not hang lower than twelve (12) feet above ground level. New Poles installed to support aboveground wires, conduits, or cables shall comply with all location and construction requirements for new Poles.

E. Installations in utility easements

Facilities may be installed in utility easements where (i) the installation will not interfere with existing or planned utilities, and (ii) the underlying property owner grants written authorization, except where installation of a collocated Network Node does not require installation of any ground equipment.

F. Installations abutting the front yard or side of properties ~~in Residentially Zoned Districts~~

Facilities may not be installed in the rights-of-way abutting the front yard or the side of ~~a residentially-zoned~~ any property.

G. Height limitation

A Network Provider shall ensure that the vertical height of a structure installed in a Right-of-way does not exceed the lesser of : (i) ten (10) feet in height above the tallest existing Utility Pole located within

500 linear feet of the proposed structure in the same Right-of-way; or (ii) fifty-five (55) feet above ground level.

H. Electrical supply

Network Providers shall be responsible for obtaining any required electrical power service to the structures. Network Providers shall not allow or install generators or back-up generators in the Rights-of-way.

III. Designated areas; Rights-of-way management

Network Providers are not required to obtain conditional use permits or other land use approvals for location in City Right-of-way, except as specified in this Section. In addition to the requirements of Section II of this Design Manual, the following requirements shall apply to any Network Nodes, Node Support Poles, or Transport Facilities to be located in designated areas as described by this Section. A conditional use permit or other land use approval is required in addition to any other Permit required by City Code.

A. Historic Areas/Design Areas with Decorative Poles

A Network Provider must obtain advance written consent from ~~City Council~~the Department before installing structures in an area of the City that has been designated as a Historic Areas or as a Design Area with Decorative Poles. The City may designate new Historic Areas and Design Areas at a future date.

B. Underground areas

A Network Provider shall comply with undergrounding requirements where applicable, including City ordinances, zoning regulations, State Law, private deed restrictions, and other public or private restrictions, that prohibit installing above ground structures in Right-of-way without first obtaining zoning or land use approval.

C. Parks/residential areas

A Network Provider may not install a new Pole in a Right-of-way without City Council's written consent if the Right-of-way is in a Park or is adjacent to a Street or thoroughfare that is: (i) Not more than 50 feet wide; and (ii) Adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

D. Designation of areas under this Section

Design Areas with Decorative Poles, Historic Areas, underground areas, Parks, and residential areas shall ~~all be those shown on the Rights-of-way Management Map determined by the City Code, City Zoning District Map or this Design Manual~~, as adopted and amended from time to time by City Council. A Network Provider's structures in a particular location shall be subject to the area designations in place at the time of a Permit application for those particular structures. Any area where all Poles within one-thousand (1,000) feet of a proposed location are of a similar design with no additional permanent appurtenances attached are designated by this section as a Design Areas with Decorative Poles, even where such an area ~~is has not been determined to be a Design Area. shown as a Design Area on the Right-of-way Management Map.~~

Currently designated Design Areas with Decorative Poles are:

(1) Design Area Number 1 is the area referred to as UVD on the City's Zoning District Map.

E. Land Use Approval process

The following shall constitute the process for obtaining advance written consent of City Council or land use approval for installation of any structures required to obtain such approval by this Design Manual.

- (1) *Application.* The Network Provider shall submit an application for conditional use permit, in addition to any other Permits required for construction of structures and use of the Rights-of-way. This conditional use permit application shall include documentation for the following:
 - a. Plans or design specifications compliant with specific design criteria for an area;
 - b. A Permit fee;
 - c. The locations of all other buildings, structures, Facilities and Poles located within 1,000 feet of the proposed location; and
 - d. At least one photo of the nearest Pole to the proposed location.
- (2) *Processing.* The Network Provider's application for conditional use permit shall be processed for review by the City's planning and zoning commission and the City Council using the City's standard of notice procedures, administrative processes, and scheduling procedures for zoning applications.
- (3) *Evaluation criteria.* Conditional use permit applications for Facilities shall be evaluated using only the following criteria:
 - a. Alternative locations available within 1,000 feet for the specific type of structure being requested;
 - b. Concealment measures proposed for minimizing the impact of the proposed structures on surrounding land uses; and
 - c. Conditions to the Permit requested by landowners within 200 feet of the proposed location.

Conditional use permits where the proposed plans for Facilities meet the design criteria for a proposed location should be granted for that location or an alternate location within 1,000 feet, as determined by City Council.

IV. Design requirements in underground areas

All Facilities must be installed underground, or obtain land use approval in accordance with Section III E. of this Design Manual to install aboveground Facilities, in designated underground areas, including areas where utilities are required to be installed underground by City ordinance, zoning regulations, State Law, private deed restrictions and other public or private restrictions that prohibit installing above ground utilities or structures in a public Right-of-way without first obtaining zoning or land use approval. Areas may be designated from time to time by the City as underground areas in accordance with the filed plats, and or conversions of overhead to underground areas, as may be allowed by Law.

V. Design requirements in historic and Design Areas

A. Concealment measures required

As a condition for land use approval of structures in Design Areas with Decorative Poles ~~or~~ in a Historic Area, the City shall require Concealment measures for any above ground structures. Any request for installations in designated areas must be accompanied with proposed Concealment measures that are similar to ~~an~~-existing and expected future structures that are: is 1) within the area, 2) within 1,000 feet of the proposed location, and 3) ~~is~~ not a nonconforming structure. Structures shall be constructed and maintained in compliance with all City, State, and Federal historic preservation laws and requirements.

Facilities in Design Areas with Decorative Poles shall be constructed with Concealment measures or poles similar to existing Decorative Poles within the Design Areas.

B. Concealment shall comply with other City Code requirements

Where a Network Provider is required to employ Concealment measures, the Network Provider shall comply with other City Code requirements, including coning, where applicable. Colors and Concealment measures in designated areas must be approved by the City Manager-Development Director ~~from a palette of approved colors~~ for that area. Unless otherwise provided, all colors shall be earth tones or shall match the background of any structure the Facilities are located upon and all efforts shall be made for the colors to be inconspicuous.

VI. Design requirements in Parks and residential areas

A Network Provider may not install a new Pole in a Right-of-way without City Council's written consent obtained in accordance with Section III E. of this Design Manual if the Right-of-way is in a Park or is adjacent to a Street or thoroughfare that is: (i) Not more than 50 feet wide; and (ii) Adjacent to single-family residential lots or other multifamily residences or undeveloped land that is designated for residential use by zoning or deed restrictions.

VII. Administrative hearing

Should a Network Provider desire to deviate from any of the standards set forth in this Design Manual, to appeal an interpretation by City staff of the City regulations applicable to structures located in the Rights-of-way, or allege a specific provisions of this Design Manual is inconsistent with State or Federal Law as applied specifically to that Network Provider, the Network Provider may request an administrative hearing before a board of appeals. The Board of Adjustments shall act as the board of appeals for a request for a variance or appeal of administrative decision. The process before the Board of Adjustments for an application, hearing and vote shall follow the procedure set out in the Board of Adjustments Rules of Procedure.

VIII. Unauthorized and improperly located structures

If any structures are installed in a location that has not obtained a Permit, that impedes pedestrian or vehicular traffic, or that obstructs the legal use of a Right-of-way by utility providers, then the Network Provider shall promptly remove the structures. After thirty (30) days advance written notice to remove unauthorized or improperly located structures, the City may remove and dispose of structures that remain unauthorized or improperly located.