

**NOTICE OF REGULAR MEETING
CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING**


NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, WILL HOLD A REGULAR MEETING ON:

WEDNESDAY, APRIL 15, 2015
5:30 P.M. AT THE MUNICIPAL BUILDING,
CITY COUNCIL CHAMBERS, 2ND FLOOR
4601 PADRE BOULEVARD, SOUTH PADRE ISLAND, TEXAS

1. Call to order
2. Pledge of Allegiance
3. **Public Comments and Announcements:** *This is an opportunity for citizens to speak to Council relating to agenda or non-agenda items. Speakers are required to address Council at the podium and give their name before addressing their concerns. [Note: State law will not permit the City Council to discuss, debate or consider items that are not on the agenda. Citizen comments may be referred to City Staff or may be placed on the agenda of a future City Council meeting]*
4. **Presentations and Proclamations:**
 - a. Proclamation: Earth Day
 - b. Proclamation: Public Safety Telecommunicators Week
 - c. Proclamation: National Animal Control Officer Appreciation Week
 - d. Proclamation: National Travel & Tourism Week
5. **Approve Consent Agenda:**
 - a. Approve minutes of April 1, 2015 Regular meeting. (Hill)
 - b. Approve invoices for payment. (Gimenez)
6. Presentation by UTB intern on coastal work to date. (Trevino)
7. Discussion and action to approve first reading of Ordinance No. 15-03 adding Article XII "Short Term Rentals" to regulate Short Tern Rentals; requiring registration and providing for additional regulations and penalties. (Stahl/DiLibero)
8. Discussion and action allocating \$10,000 for a grant match toward the "Cameron County in Motion: Active Transport Master Plan" which was awarded a \$100,000 grant by the Legacy Foundation. (LaMure)
9. Discussion and action to award contract for sidewalk improvements on North Padre Boulevard from Convention Centre to the Birding and Nature Center and related budget amendment, as necessary. (Jones)
10. Discussion and action to authorize the City Manager to enter into an agreement with Texas Parks and Wildlife Commission (TPWC) regarding the Local Parks Outdoor Grant awarded on January 22, 2015. (Kim)

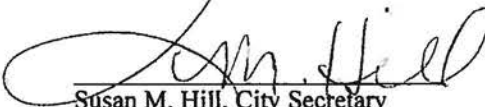
11. Discussion and action to approve Phase 1 construction of Post and Rope fencing improvements. (Gutierrez)
12. Discussion and action pertaining to the Transit Multi-Modal Project to:
 1. Approve agreement and authorize the City Manager to enter into a contract with SpawGlass Contractors, Inc. for the Phase 1 construction services regarding the City's future Transit Multi-Modal Project.
 2. Appoint an "Owners Designated Representative" (ODR) for Phase 1 of the Multi-Modal Project and set limits of approval authority.
13. Discussion and action to approve Resolution No. 2015-12 appointing a chair and secretary to the Tax Increment Reinvestment Zone Board of Directors. (Jones)
14. Discussion and action to approve interlocal agreement with Cameron County for disaster debris removal monitoring, consulting services and damage assessment data collection support should a disaster occur. (Stahl/DiLibero)
15. Discussion and action regarding a recommendation from Parks, Recreation and Beautification Committee to ban smoking in all City Parks. (Hancock)
16. Discussion and action regarding a recommendation from Parks, Recreation and Beautification Committee to ban glass in all SPI City Parks.
17. Discussion and action regarding recommendation from Parks, Recreation and Beautification Committee to name an official flower and tree for South Padre Island. (Hancock)
18. Discussion and action regarding a recommendation from Parks, Recreation and Beautification Committee to name the new SPI City Park the "John L. Tompkins Park".
19. Adjourn.

DATED THIS THE 10TH DAY OF APRIL 2015


Susan M. Hill, City Secretary

I, THE UNDERSIGNED AUTHORITY, DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING OF THE GOVERNING BODY OF THE CITY OF SOUTH PADRE ISLAND, TEXAS IS A TRUE AND CORRECT COPY OF SAID NOTICE AND THAT I POSTED A TRUE AND CORRECT COPY OF SAID NOTICE ON THE BULLETIN BOARD AT CITY HALL/MUNICIPAL BUILDING ON **APRIL 10, 2015**, AT/OR BEFORE 5:00 P.M. AND REMAINED SO POSTED CONTINUOUSLY FOR AT LEAST 72 HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING.




Susan M. Hill, City Secretary

THIS FACILITY IS WHEELCHAIR ACCESSIBLE, AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICES MUST BE MADE 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT BUILDING OFFICIAL, JAY MITCHIM; ADA DESIGNATED RESPONSIBLE PARTY AT (956) 761-1025.

**CITY COUNCIL MEETING
CITY OF SOUTH PADRE ISLAND
CONSENT AGENDA**

MEETING DATE: April 15, 2015

ITEM DESCRIPTION

NOTE: All matters listed under Consent Agenda are considered routine by the City Council of the City of South Padre Island and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and considered separately.

Items to be considered are:

- a. Approve minutes of April 1, 2015 Regular meeting. (Hill)
- b. Approve Invoices for payment. (Gimenez)

RECOMMENDATIONS/COMMENTS

Approve Consent Agenda

**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM**

MEETING DATE: April 15, 2015

NAME & TITLE: Susan Hill, City Secretary

DEPARTMENT: City Manager's Office

ITEM

Approve minutes of April 1, 2015 Regular City Council meeting.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____

NO: _____

Approved by Legal: YES: _____

NO: _____

Comments:

RECOMMENDATIONS/COMMENTS

Approve Minutes

MINUTES
CITY OF SOUTH PADRE ISLAND
CITY COUNCIL REGULAR MEETING

WEDNESDAY, APRIL 1, 2015

I. CALL TO ORDER

The City Council Members of the City of South Padre Island, Texas held a Regular Meeting on Wednesday, April 1, 2015 at the Municipal Complex Building, 2nd Floor, 4601 Padre Boulevard, South Padre Island, Texas. Mayor Patel called the meeting to order at 5:30 p.m. A full quorum was present: Council Member Dennis Stahl, Alex Avalos, Sam A. Listi, Julee LaMure and Alita Bagley. Also present was City Attorney Paul Cunningham.

City staff members present were City Manager William DiLibero, Assistant City Manager Darla Jones, Public Works Director Armando Gutierrez, Public Information Officer Adrian Rodriguez and City Secretary Susan Hill.

II. PLEDGE OF ALLEGIANCE

Mayor Patel led the Pledge of Allegiance.

III. PUBLIC COMMENTS AND ANNOUNCEMENTS

Public comments and announcements were given at this time.

IV. PRESENTATIONS AND PROCLAMATIONS:

a. PROCLAMATION HONORING DISTRICT ATTORNEY LUIS V. SAENZ FOR DOMESTIC VIOLENCE AWARENESS.

Mayor Patel presented District Attorney Luis Saenz, who was present, with a proclamation honoring his work and efforts regarding domestic violence.

V. APPROVE CONSENT AGENDA:

Mayor Patel announced that Item 5b would be pulled to be considered separately.

Council Member Listi made a motion to approve Item 5b on the Consent Agenda. Motion was seconded by Council Member Stahl, which passed on a 5 to 0 vote with Council Member Avalos abstaining from the vote.

Council Member Avalos made a motion, seconded by Council Member LaMure to approve Items 5a, 5c, 5d, 5e, 5f, 5g, 5h and 5i on the Consent Agenda. Motion carried unanimously.

- a. **APPROVE MINUTES OF MARCH 4, 2015 REGULAR MEETING AND MARCH 6, 2015 SPECIAL MEETING. (HILL)**

- b. **APPROVE INVOICES FOR PAYMENT. (GIMENEZ)**

Invoices approved for payment were paid by General Fund checks numbered 132329 through 132534 and EFT payments totaling \$1,100,451.15.

- c. **APPROVE RESOLUTION NO. 2015-09 IN SUPPORT OF AUTHORIZING CLOSURE OF HWY 100 FOR CYCLOVIA SO PADRE ON MAY 2, 2015 FROM NOON TO 7:00 P.M.; AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR THE PERMITTING OF THE EVENT. (HANCOCK)**

A true and correct copy of said Resolution was placed in the City's Resolution Book and entitled Resolution No. 2015-09, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

- d. **APPROVE RESOLUTION NO. 2015-10 REQUESTING THE MEMBERS OF THE 84TH LEGISLATIVE SESSION OF THE STATE OF TEXAS TO SUPPORT LEGISLATION THAT INCREASES FUNDING FOR THE TEXAS RECREATION & PARKS ACCOUNT AND LARGE COUNTY MUNICIPALITY RECREATION AND PARKS ACCOUNT LOCAL PARK GRANT PROGRAMS, AND THE TEXAS STATE PARK SYSTEM. (PATEL)**

A true and correct copy of said Resolution was placed in the City's Resolution Book and entitled Resolution No. 2015-10, and, by reference hereto, included in these Minutes as if fully set out and spread upon the pages of the Minutes Book.

- e. **APPROVE BUDGET AMENDMENT IN THE AMOUNT OF \$11,350 TO ALLOCATE PRIVATE CONTRIBUTIONS FOR CYCLOVIA SO PADRE EVENT. (HANCOCK)**

- f. **APPROVE BUDGET AMENDMENT IN THE AMOUNT OF \$89,357 DUE TO ADDITIONAL TRANSIT STATE AND FEDERAL GRANT FUNDS AWARDED. (ARRIAGA)**

- g. **APPROVE BUDGET AMENDMENT IN THE AMOUNT OF \$30,000 FOR THE CONSTRUCTION OF POST AND ROPE FENCING IMPROVEMENTS. (GUTIERREZ)**

- h. **APPROVE BUDGET AMENDMENT FOR REPAIRS TO MEDIC 01 AMBULANCE IN THE AMOUNT OF \$8,687. (GUTIERREZ)**

- i. **APPROVE EXCUSED ABSENCE FOR COUNCIL MEMBER SAM LISTI FROM THE APRIL 15, 2015 CITY COUNCIL REGULAR MEETING. (LISTI)**

VI. UPDATE ON CONVENTION CENTRE RENOVATION. (JONES)

Assistant City Manager Darla Jones gave an update on the Convention Centre renovation stating that all exterior concrete work is complete and Phase I is near completion.

VII. UPDATE AND DISCUSSION ON TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) PADRE BOULEVARD SPEED STUDY TO REDUCE THE SPEED LIMIT ON PADRE BOULEVARD. (STAHL)

Discussion was held, no action taken.

VIII. DISCUSSION AND ACTION TO APPROVE FIRST READING OF ORDINANCE NO. 15-03 ADDING ARTICLE XII "SHORT TERM RENTALS" TO REGULATE SHORT TERM RENTALS; REQUIRING REGISTRATION AND PROVIDING FOR ADDITIONAL REGULATIONS AND PENALTIES. (STAHL/DILIBERO)

After much discussion, Council Member Stahl made a motion to table this item. Council Member Avalos seconded the motion, which passed on a 5 to 0 vote with Council Member LaMure stepping out of Council Chambers momentarily.

IX. DISCUSSION AND ACTION REGARDING A PROPOSAL FROM AMERICAN ELECTRIC POWER-TEXAS (AEP-TEXAS) FOR ADDITIONAL STREET LIGHTING INFRASTRUCTURE ON THE WEST SIDE OF SOUTH PARK ROAD 100 FROM THE QUEEN ISABELLA MEMORIAL CAUSEWAY TO THE KOA/PIER 19 ENTRANCE; AND AUTHORIZE BUDGET AMENDMENT FOR SAME. (JONES)

Council Member Avalos made a motion, seconded by Council Member LaMure to approve proposal and budget amendment from AEP for additional street lighting which would include aluminum poles in the amount of \$33,400.73; and trenching/underground conduit not to exceed \$10,000. Motion carried unanimously.

X. DISCUSSION AND ACTION TO REGARDING SPI BULLET POINTS (TERMS AND CONDITIONS) FOR A FORMAL BUSINESS AGREEMENT WITH SPACEX. (LAMURE/STAHL)

This item was pulled.

XI. DISCUSSION AND ACTION TO APPOINT MEMBERS TO VACANCIES CREATED BY RESIGNATIONS TO THE FOLLOWING: (COUNCIL)

a. BOARD OF ADJUSTMENTS AND APPEALS (2 REGULAR MEMBERS & 3 ALTERNATE MEMBERS)

Council Member Bagley made a motion to appoint Andy Beumel and Carol Bolstad to the Board of Adjustments and Appeals. Motion was seconded by

5-5

Council Member Stahl. Motion passed on a 5 to 0 vote with Council Member Listi abstaining from the vote.

b. CONVENTION AND VISITORS ADVISORY BOARD (1 MEMBER NEEDED FROM THE HOTEL MOTEL/CONDOMINIUM RENTAL INDUSTRY)

Council Member Bagley made a motion, seconded by Council Member Stahl to appoint Hershah Patel to the Convention and Visitors Advisory Board. Motion carried on a 5 to 0 vote with Mayor Patel abstaining from the vote.

XII. DISCUSSION AND ACTION TO APPOINT TWO MEMBERS FROM THE PUBLIC TO THE NEWLY CREATED FORM BASED CODE REVIEW COMMITTEE. (COUNCIL)

Council Member Bagley made a motion, seconded by Council Member Avalos to appoint Joe Logan and Gabby Vanounou to serve on the Form Based Code Review Committee. Motion passed on a unanimous vote.

XIII. DISCUSSION AND ACTION TO INSTRUCT CITY MANAGER TO CREATE A FORMAL GRANT WRITING TEAM MADE UP OF EXISTING CITY STAFF MEMBERS TASKED WITH RESEARCHING, APPLYING FOR, AND TRACKING GRANT FUNDING OPPORTUNITIES FOR SOUTH PADRE ISLAND. (LAMURE)

Council Member LaMure made a motion to have the City Manager to assemble and direct a Grant Writing Team. Motion was seconded by Council Member Stahl, which carried unanimously.

XIV. DISCUSSION AND ACTION TO AWARD CONTRACT FOR CONSTRUCTION SERVICES TO THE LOWEST BIDDER FOR THE INSTALLATION OF CITY'S 2014-15 EMERGENCY VEHICLE ACCESS CONCRETE DRIVE-OVER AT BEACH CIRCLE LOCATED AT 2008 GULF BOULEVARD; AND AUTHORIZE THE CITY MANAGER TO EXECUTE CONTRACT FOR THE BEACH CIRCLE PROJECT. (TREVINO)

Council Member Bagley made a motion, seconded by Council Member Avalos to award a contract to construct an emergency vehicle drive-over at Beach Circle (2008 Gulf Boulevard) to the lowest bidder meeting specifications, Willis Development, in the amount of \$276,059. Motion carried on a unanimous vote.

Other bids received were from:

Bryant Industrial in the amount of \$279,950.

Diamond Eight Industries in the amount of \$337,552.52

SpawGlass in the amount of \$491,196.

XV. DISCUSSION AND ACTION TO AWARD CONTRACT TO THE QUALIFIED BIDDER FOR HOLIDAY FIREWORK PYROTECHNIC DISPLAYS FOR MEMORIAL DAY, JULY FOURTH AND LABOR DAY; AND AUTHORIZE THE CITY MANGER TO ENTER INTO CONTRACT. (DILIBERO)

Council Member Listi made a motion to award contract to Pyro Shows of Fort Worth in the amount of \$80,000. Motion was seconded by Council Member LaMure. After some discussion, Council Members Listi and LaMure withdrew their motion.

Council Member Listi made a motion, seconded by Council Member LaMure to table this item. Motion passed unanimously.

XVI. DISCUSSION AND ACTION TO AUTHORIZE THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH TEXAS PARKS AND WILDLIFE COMMISSION (TPWC) REGARDING THE LOCAL PARKS OUTDOOR GRANT AWARDED ON JANUARY 22, 2015. (KIM)

This item was pulled.

XVII. DISCUSSION AND ACTION TO APPROVE A BUDGET AMENDMENT FOR THE SIDEWALKS IMPROVEMENTS SOUTH OF HARBOR STREET IN THE AMOUNT OF \$217,000.00. (GUTIERREZ)

Council Member Stahl made a motion to approve budget amendment in the amount of \$217,000 for sidewalk improvements south of Harbor Street. Council Member LaMure seconded the motion, which carried unanimously.

XVIII. EXECUTIVE SESSION: PURSUANT TO SECTIONS 551.071, CONSULTATION WITH ATTORNEY; 551.074, PERSONNEL MATTERS; TO DISCUSS:

a. ANNUAL EVALUATION OF CITY MANAGER

At 7:38 p.m., Council Member Bagley made a motion, seconded by Council Member LaMure to go into Executive Session. Motion carried unanimously.

At 8:28 p.m., the City Council reconvened into open session.

XIX. DISCUSSION AND ACTION REGARDING ANNUAL PERFORMANCE EVALUATION OF CITY MANAGER. (COUNCIL)

No action taken.

20. ADJOURN.

There being no further business, Mayor Pinkerton adjourned the meeting at 8:28 p.m.

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Susan M. Hill, City Secretary

APPROVED

Bharat R. Patel, Mayor

DRAFT

**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM**

MEETING DATE: April 15, 2015

NAME & TITLE: Rodrigo Gimenez, Finance Director

DEPARTMENT: Finance

ITEM

Approve invoices for payment by General Fund checks numbered 132535 through 132636 and EFT payments totaling \$373,356.78.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____

NO: _____

Approved by Legal: YES: _____

NO: _____

Comments:

RECOMMENDATIONS/COMMENTS

4/09/2015 10:11 AM

REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 1

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001297	AMERICAN FUNDS	I-040815	01 2485	AMERICAN GENE:	EMPLOYEE SALARY ALLO 132592		83.08
						VENDOR 01-001297 TOTALS	83.08
01-003185	OFFICE OF THE ATTY GEN	I-C10201504065697	01 2473	CHILD SUPPORT:	A/N 2004094864B 000000		282.92
01-003185	OFFICE OF THE ATTY GEN	I-C16201504065697	01 2473	CHILD SUPPORT:	A/N 2002031289D 000000		146.77
01-003185	OFFICE OF THE ATTY GEN	I-C21201504065697	01 2473	CHILD SUPPORT:	A/N 0011549506 000000		146.31
01-003185	OFFICE OF THE ATTY GEN	I-C24201504065697	01 2473	CHILD SUPPORT:	A/N 0011488748 000000		439.10
01-003185	OFFICE OF THE ATTY GEN	I-C37201504065697	01 2473	CHILD SUPPORT:	A/N 2008-10-5941-D 000000		319.85
01-003185	OFFICE OF THE ATTY GEN	I-C51201504065697	01 2473	CHILD SUPPORT:	A/N 0012375322 000000		294.33
01-003185	OFFICE OF THE ATTY GEN	I-C59201504065697	01 2473	CHILD SUPPORT:	#0009529310 000000		108.00
01-003185	OFFICE OF THE ATTY GEN	I-C66201504065697	01 2473	CHILD SUPPORT:	A/N 0011951407 000000		350.77
01-003185	OFFICE OF THE ATTY GEN	I-C67201504065697	01 2473	CHILD SUPPORT:	ORDER NO 2012-DCL-00 000000		151.38
01-003185	OFFICE OF THE ATTY GEN	I-C77201504065697	01 2473	CHILD SUPPORT:	A/N 0010353126 000000		159.23
01-003185	OFFICE OF THE ATTY GEN	I-C80201504065697	01 2473	CHILD SUPPORT:	A/N 0012742903 000000		89.50
01-003185	OFFICE OF THE ATTY GEN	I-C81201504065697	01 2473	CHILD SUPPORT:	ORDER NO 1002510Y 000000		646.15
01-003185	OFFICE OF THE ATTY GEN	I-C82201504065697	01 2473	CHILD SUPPORT:	ORDER #2012-DCL-0866 000000		418.62
01-003185	OFFICE OF THE ATTY GEN	I-C84201504065697	01 2473	CHILD SUPPORT:	CS ID 0012853448 000000		161.54
01-003185	OFFICE OF THE ATTY GEN	I-C90201504065697	01 2473	CHILD SUPPORT:	CS 0013081923 000000		306.92
01-003185	OFFICE OF THE ATTY GEN	I-C91201504065697	01 2473	CHILD SUPPORT:	AG 0012920905 000000		304.89
01-003185	OFFICE OF THE ATTY GEN	I-C93201504065697	01 2473	CHILD SUPPORT:	ORDER # 99125207D 000000		127.38
01-003185	OFFICE OF THE ATTY GEN	I-C95201504065697	01 2473	CHILD SUPPORT:	CASE #0013025749 000000		150.92
01-003185	OFFICE OF THE ATTY GEN	I-C97201504065697	01 2473	CHILD SUPPORT:	ORDER NO 98093457D 000000		153.69
01-003185	OFFICE OF THE ATTY GEN	I-C98201504065697	01 2473	CHILD SUPPORT:	ORDER NO 2004042030A 000000		104.38
01-003185	OFFICE OF THE ATTY GEN	I-C99201504065697	01 2473	CHILD SUPPORT:	ORDER NO 2005-04-179 000000		138.46
						VENDOR 01-003185 TOTALS	5,001.11
01-006163	AMERICAN GENERAL LIFE	I-033015	01 2485	AMERICAN GENE:	EMPLOYEE SALARY ALLO 132603		237.04
01-006163	AMERICAN GENERAL LIFE	I-33015-1	01 2485	AMERICAN GENE:	EMPLOYEE SALARY ALLO 132604		45.60
						VENDOR 01-006163 TOTALS	282.64
01-007001	ANA GARZA	I-C04201504065697	01 2473	CHILD SUPPORT:	A/N 2003-03-1480-B 132605		194.88
						VENDOR 01-007001 TOTALS	194.88
01-019222	S.P.I. FIREFIGHTERS AS	I-040815	01 2472	FIREFIGHTERS :	ASSOCIATION DUES 4/0 132626		358.00
						VENDOR 01-019222 TOTALS	358.00

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: N/A NON-DEPARTMENTAL

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-019327	SOUTH PADRE ISLAND PRO	I-040815	01 2487	POLICE DEPT A:	ASSOCIATION DUES 4/0	999999	225.00
						VENDOR 01-019327 TOTALS	225.00
01-020057	TML MULTISTATE IEBP	I-031715	01 2461	TML MEDICAL :	APRIL 2015 MEDICAL P	999999	9,631.28
01-020057	TML MULTISTATE IEBP	I-031715	01 2484	VISION :	APRIL 2015 MEDICAL P	999999	445.50
						VENDOR 01-020057 TOTALS	10,076.78
01-020700	TRANSAMERICA WORKSITE	I-040115	01 2464	TRANSAMERICA :	EMPLOYEE PREMIUMS MA	132583	15.18
01-020700	TRANSAMERICA WORKSITE	I-040115	01 48042	MISCELLANEOUS:	EMPLOYEE PREMIUMS MA	132583	0.01
						VENDOR 01-020700 TOTALS	15.17
01-1	WILLIAMS, KEVIN	I-000201503265691	01 2424	MUN. COURT BO:	Bond Refund:31779A	132588	564.00
01-1	WILLIAMS, KEVIN	I-000201503265691	01 2424	MUN. COURT BO:	Bond Refund:31779A	132588	198.00
01-1	GARCIA, NICOLE	I-000201503265692	01 2424	MUN. COURT BO:	Bond Refund:860081T	132589	20.00
01-1	BILL BEST	I-033115	01 47046	ANIMAL SERVIC:	BILL BEST: REFUND OF	132590	20.00
01-1	VERN LEWIS	I-040115	01 47046	ANIMAL SERVIC:	VERN LEWIS: REFUND O	132636	20.00
						VENDOR 01-1 TOTALS	822.00
				DEPARTMENT	NON-DEPARTMENTAL	TOTAL:	17,058.66

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 3

VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 511 BOARD OF ALDERMEN

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001270	WALTER MCDONALD	I-032315	01 511-0550-011	ALEX AVALOS	: 10-SILVER HOOKTAIL L 132537		350.00
					VENDOR 01-001270 TOTALS		350.00
01-011200	JULEE LAMURE	I-033015	01 511-0550-027	JULEE LAMURE	: MISC. REIMBURSEMENT: 132561		73.06
					VENDOR 01-011200 TOTALS		73.06
				DEPARTMENT 511	BOARD OF ALDERMEN	TOTAL:	423.06

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 4

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 512 CITY MANAGERS OFFICE

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003410	SOUTH PADRE ISLAND CHA I-10089		01 512-0102	LOCAL MEETING: QTRLY PUBLIC AFFAIRS	132594		36.00
01-003410	SOUTH PADRE ISLAND CHA I-10091		01 512-0102	LOCAL MEETING: QTRLY PUBLIC AFFAIRS	132594		18.00
VENDOR 01-003410 TOTALS							54.00
01-013149	CITY OF MCALLEN	I-040115	01 512-0513	TRAINING EXPE: TML REGION 12 TRAINI	132614		100.00
VENDOR 01-013149 TOTALS							100.00
01-020057	TML MULTISTATE IEBP	I-031715	01 512-0081	GROUP INSURAN: APRIL 2015 MEDICAL P	999999		1,302.34
VENDOR 01-020057 TOTALS							1,302.34
DEPARTMENT 512 CITY MANAGERS OFFICE TOTAL:							1,456.34

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 5

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 513 FINANCE DEPARTMENT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020057	TML MULTISTATE IEBP	1-031715	01 513-0081	GROUP INSURAN:	APRIL 2015 MEDICAL P 999999		1,982.34
						VENDOR 01-020057 TOTALS	1,982.34
DEPARTMENT 513 FINANCE DEPARTMENT						TOTAL:	1,982.34

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 6

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 514 PLANNING DEPARTMENT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-016600	PT ISABEL/SO PADRE PRE	I-040715	01 514-0551	DUES & MEMBER:	1 YR. SUBSCRIPTION :	132618	22.00
VENDOR 01-016600 TOTALS							22.00
01-020057	TML MULTISTATE IEBP	I-031715	01 514-0081	GROUP INSURAN:	APRIL 2015 MEDICAL P	999999	797.28
VENDOR 01-020057 TOTALS							797.28
DEPARTMENT 514 PLANNING DEPARTMENT TOTAL:							819.28

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 7

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 515 TECHNOLOGY DEPARTMENT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-019182	SMARTCOM TELEPHONE.LLC	I-040115	01 515-0415	SERVICE CONTR: PT 2 PT RADIO CONNEC	132624		222.97
				VENDOR 01-019182	TOTALS		222.97
01-020057	TML MULTISTATE IEBP	I-031715	01 515-0081	GROUP INSURAN: APRIL 2015 MEDICAL P	999999		1,514.83
				VENDOR 01-020057	TOTALS		1,514.83
01-020185	TIME WARNER CABLE	I-031815	01 515-0415	SERVICE CONTR: SERVICE @ CITY HALL	132579		1,176.76
				VENDOR 01-020185	TOTALS		1,176.76
01-022245	CEL.LCO PARTNERSHIP	I-9743085254	01 515-0501	COMMUNICATION: DATA SERVICE CM IPAD	132634		38.82
				VENDOR 01-022245	TOTALS		38.82
DEPARTMENT 515 TECHNOLOGY DEPARTMENT						TOTAL:	2,953.38

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 8

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 516 HUMAN RESOURCES

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002106	BICKERSTAFF HEATH DELG	I-97071	01 516-9030	LEGAL SERVICE: PROF. SERV. THROUGH3	999999		74.00
VENDOR 01-002106 TOTALS							74.00
01-019243	MEDICAL ASSOCIATES OF	I-236950	01 516-0530	PROFESSIONAL : PE DRUG SCREEN: V.L.	132573		25.00
01-019243	MEDICAL ASSOCIATES OF	I-236954	01 516-0530	PROFESSIONAL : PE. DRUG SCREEN: L.M	132573		25.00
01-019243	MEDICAL ASSOCIATES OF	I-237536	01 516-0530	PROFESSIONAL : DRUG SCREEN: K. MORC	132573		25.00
01-019243	MEDICAL ASSOCIATES OF	I-237719	01 516-0530	PROFESSIONAL : P.E. SCREEN: B.BAILE	132573		25.00
01-019243	MEDICAL ASSOCIATES OF	I-237769	01 516-0530	PROFESSIONAL : PE SCREENING & PHYS.	132573		60.00
VENDOR 01-019243 TOTALS							160.00
01-020057	TML MULTISTATE IEBP	I-031715	01 516-0081	GROUP INSURAN: APRIL 2015 MEDICAL P	999999		1,195.92
VENDOR 01-020057 TOTALS							1,195.92
DEPARTMENT 516 HUMAN RESOURCES TOTAL:							1,429.92

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 9

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 520 MUNICIPAL COURT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-004101	STUART J. DIAMOND	I-32515	01 520-0530	PROFESSIONAL :	PROF SVC/PROSECUTOR	999999	1,335.00
						VENDOR 01-004101 TOTALS	1,335.00
01-020057	TML MULTISTATE IEBP	I-031715	01 520-0081	GROUP INSURAN:	APRIL 2015 MEDICAL P	999999	797.28
						VENDOR 01-020057 TOTALS	797.28
DEPARTMENT 520 MUNICIPAL COURT						TOTAL:	2,132.28

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 10

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 521 POLICE DEPARTMENT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-018509	SAM'S CLUB DIRECT	I-001225	01 521-0101	OFFICE SUPPLI:	FILE FLDRS, ENVELOPE 132570		138.05
01-018509	SAM'S CLUB DIRECT	I-007899	01 521-0101	OFFICE SUPPLI:	SANITIZER, SOAP, MIS 132570		18.82
01-018509	SAM'S CLUB DIRECT	I-007899	01 521-0570	SUPPORT OF PR:	SANITIZER, SOAP, MIS 132570		63.12
01-018509	SAM'S CLUB DIRECT	I-007899	01 521-0150	MINOR TOOLS &:	SANITIZER, SOAP, MIS 132570		412.94
				VENDOR 01-018509	TOTALS		632.93
01-020057	TML MULTISTATE IEBP	I-031715	01 521-0081	GROUP INSURAN:	APRIL 2015 MEDICAL P 999999		15,620.27
				VENDOR 01-020057	TOTALS		15,620.27
01-020602	TOUCAN GRAPHICS	I-17410	01 521-0101	OFFICE SUPPLI:	PD-BUSS CARDS O SOLI 132630		39.00
				VENDOR 01-020602	TOTALS		39.00
01-022225	JUAN JOSE MORA	I-15032702	01 521-0150	MINOR TOOLS &:	DECALS FOR 3- 4 WHEE 132633		240.00
				VENDOR 01-022225	TOTALS		240.00
				DEPARTMENT 521	POLICE DEPARTMENT	TOTAL:	16,532.20

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 11

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 522 FIRE DEPARTMENT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003905	CULLIGAN WATER OF THE	I-800454196	01 522-0415	SERVICE CONTR: 50#	SOLAR SALT DELIV	132599	43.00
VENDOR 01-003905 TOTALS							43.00
01-004330	EQUIPMENT MGMT. SERVIC	I-45278	01 522-0114	MEDICAL	: EMERGENCY REPAIRS	132548	1,750.02
VENDOR 01-004330 TOTALS							1,750.02
01-006989	ROBERT GARCIA	I-040115	01 522-0130	WEARING APPAR: PURCHASE	REIBURSEMEN	132552	54.99
VENDOR 01-006989 TOTALS							54.99
01-007075	GALLS, LLC	I-003276555	01 522-0130	WEARING APPAR: PARKA,	RAPELLING BLT	132606	429.92
01-007075	GALLS, LLC	I-003277378	01 522-0130	WEARING APPAR: 1- LG QTR	ZIP JOB SH	132606	69.99
VENDOR 01-007075 TOTALS							499.91
01-007600	GULF COAST PAPER CO. I	I-925820	01 522-0160	LAUNDRY & JAN: 2-CS	MULTIFLD TOWELS	132608	39.50
VENDOR 01-007600 TOTALS							39.50
01-012133	LIFE - ASSIST, INC	I-704911	01 522-0114	MEDICAL	: STRETCHER SHEETS, AM	132563	170.96
01-012133	LIFE - ASSIST, INC	I-706141	01 522-0114	MEDICAL	: 1-BX MIDAZOLAM 5 MG.	132612	92.50
VENDOR 01-012133 TOTALS							263.46
01-016674	PRAXAIR DISTRIBUTION I	I-52056199	01 522-0114	MEDICAL	: MISC. OXYGEN CYLINDE	132567	379.97
01-016674	PRAXAIR DISTRIBUTION I	I-52168896	01 522-0114	MEDICAL	: OXYGEN CYLINDERS EMS	132620	502.12
01-016674	PRAXAIR DISTRIBUTION I	I-52168998	01 522-0114	MEDICAL	: ACETYLENE & OXYGEN C	132620	32.51
VENDOR 01-016674 TOTALS							914.60
01-016723	PRO SOURCE SPECIALTIES	I-2623775	01 522-0101	OFFICE SUPPLI: 1,000	FIRE ERASERS	132568	229.00
VENDOR 01-016723 TOTALS							229.00
01-018509	SAM'S CLUB DIRECT	I-001224	01 522-0150	MINOR TOOLS &: MISC.	SNACKS AND DOR	132570	208.88
01-018509	SAM'S CLUB DIRECT	I-001224	01 522-0170	DORM AND KITC: MISC.	SNACKS AND DOR	132570	190.59

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 12

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 522 FIRE DEPARTMENT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-018509	SAM'S CLUB DIRECT	I-006078	01 522-0170	DORM AND KITC:	15 CS. WATER, MISC.	132570	73.20
01-018509	SAM'S CLUB DIRECT	I-006295	01 522-0101	OFFICE SUPPLI:	MISC. CLNERS, DORM S	132570	14.17
01-018509	SAM'S CLUB DIRECT	I-006295	01 522-0114	MEDICAL	: MISC. CLNERS, DORM S	132570	87.36
01-018509	SAM'S CLUB DIRECT	I-006295	01 522-0150	MINOR TOOLS &:	MISC. CLNERS, DORM S	132570	15.68
01-018509	SAM'S CLUB DIRECT	I-006295	01 522-0160	LAUNDRY & JAN:	MISC. CLNERS, DORM S	132570	234.86
01-018509	SAM'S CLUB DIRECT	I-006295	01 522-0170	DORM AND KITC:	MISC. CLNERS, DORM S	132570	90.08
01-018509	SAM'S CLUB DIRECT	I-006295	01 522-0160	LAUNDRY & JAN:	DISCOUNT ON TISSUE	132570	26.00-
01-018509	SAM'S CLUB DIRECT	I-007792	01 522-0170	DORM AND KITC:	MISC. SNACK ITEMS	132570	64.01
VENDOR 01-018509 TOTALS							952.83
01-019292	SEAN M. SIMON	I-040115	01 522-0104	FUELS & LUBRI:	REIMBURSE FUEL EXPEN	132574	20.03
VENDOR 01-019292 TOTALS							20.03
01-019991	RHONDA M. LUNSFORD	I-201400658	01 522-0130	WEARING APPAR:	EMBROIDERY ON HOODIE	132577	70.00
VENDOR 01-019991 TOTALS							70.00
01-020057	TML MULTISTATE IEBP	I-031715	01 522-0081	GROUP INSURAN:	APRIL 2015 MEDICAL P	999999	10,763.62
VENDOR 01-020057 TOTALS							10,763.62
01-020302	TEXAS AMBULANCE ASSOCI	I-033115	01 522-0513	TRAINING EXPE:	PRE-CONFERENCE WORKS	132580	400.00
VENDOR 01-020302 TOTALS							400.00
DEPARTMENT 522 FIRE DEPARTMENT TOTAL:							16,000.96

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 13

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 532 CODE ENFORCEMENT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003340	CARLOS A. CENTENO	I-033115	01 532-0118	PRINTING	: PURCHASE REIMBURSEME	132542	115.00
VENDOR 01-003340 TOTALS							115.00
01-018509	SAM'S CLUB DIRECT	I-000244	01 532-0172	ANIMAL SUPPLI:	2-CANOPYS, GLOVES, B	132570	54.90
01-018509	SAM'S CLUB DIRECT	I-000244	01 532-0150	MINOR TOOLS &:	2-CANOPYS, GLOVES, B	132570	399.96
01-018509	SAM'S CLUB DIRECT	I-000244	01 532-0113	BATTERIES	: 2-CANOPYS, GLOVES, B	132570	105.88
01-018509	SAM'S CLUB DIRECT	I-000244	01 532-0101	OFFICE SUPPLI:	2-CANOPYS, GLOVES, B	132570	13.96
01-018509	SAM'S CLUB DIRECT	I-001838	01 532-0101	OFFICE SUPPLI:	MISC. OFFICE SUPPLIE	132570	6.00
01-018509	SAM'S CLUB DIRECT	I-005189	01 532-0101	OFFICE SUPPLI:	WRITING PADS AND GAT	132570	112.44
01-018509	SAM'S CLUB DIRECT	I-1120	01 532-0101	OFFICE SUPPLI:	10 CS DRINKING WATER	132570	39.80
VENDOR 01-018509 TOTALS							732.94
01-020057	TML MULTISTATE IEBP	I-031715	01 532-0081	GROUP INSURAN:	APRIL 2015 MEDICAL P	999999	2,350.54
VENDOR 01-020057 TOTALS							2,350.54
01-022225	JUAN JOSE MORA	I-15040605	01 532-0130	WEARING APPAR:	EMBROIDERY ON 12 SHI	132633	84.00
VENDOR 01-022225 TOTALS							84.00
DEPARTMENT 532 CODE ENFORCEMENT TOTAL:							3,282.48

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 14

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 540 FLEET MANAGEMENT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-000998	MOTT - MOHEL, INC.	I-128160	01 540-0420-01	REPAIRS & MAI: CO3 PD		132591	3,030.00
						VENDOR 01-000998 TOTALS	3,030.00
01-001254	ALL VALLEY WIDE TOWING	I-007500	01 540-0420-07	REPAIRS & MAI: TOW MEDIC I FROM SPI	132536		450.00
01-001254	ALL VALLEY WIDE TOWING	I-007554	01 540-0420-07	REPAIRS & MAI: TOWING OF MEDIC 1 FR	132536		250.00
						VENDOR 01-001254 TOTALS	700.00
01-016674	PRAXAIR DISTRIBUTION I	I-52168998	01 540-0420-03	REPAIRS & MAI: ACETYLENE & OXYGEN C	132620		18.83
						VENDOR 01-016674 TOTALS	18.83
01-018031	ALFREDO RAMOS	I-14-2015	01 540-0420-02	REPAIRS & MAI: DIAGNOSIS OF AIRHORN	132569		186.68
01-018031	ALFREDO RAMOS	I-15-2015	01 540-0420-02	REPAIRS & MAI: ROAD SERV. AERIAL MA	132569		140.04
01-018031	ALFREDO RAMOS	I-16-2015	01 540-0420-02	REPAIRS & MAI: INSPECT ENGINE FOR H	132569		184.72
01-018031	ALFREDO RAMOS	I-17-2015	01 540-0420-02	REPAIRS & MAI: SCHEDULED AERIAL MAI	132569		395.02
01-018031	ALFREDO RAMOS	I-18-2015	01 540-0420-02	REPAIRS & MAI: REPLACE AHRN ASY, FUE	132569		491.39
						VENDOR 01-018031 TOTALS	1,397.85
01-020057	THL MULTISTATE IEBP	I-031715	01 540-0081	GROUP INSURAN: APRIL 2015 MEDICAL P	999999		797.28
						VENDOR 01-020057 TOTALS	797.28
01-021226	US BANK VOYAGER FLEET	I-869326488513	01 540-0104-01	FUEL & LUBRIC: FUEL PURCHASED 2/24	132586		7,061.57
01-021226	US BANK VOYAGER FLEET	I-869326488513	01 540-0104-02	FUEL & LUBRIC: FUEL PURCHASED 2/24	132586		1,133.17
01-021226	US BANK VOYAGER FLEET	I-869326488513	01 540-0104-03	FUEL & LUBRIC: FUEL PURCHASED 2/24	132586		2,636.25
01-021226	US BANK VOYAGER FLEET	I-869326488513	01 540-0104-04	FUEL & LUBRIC: FUEL PURCHASED 2/24	132586		1,096.16
01-021226	US BANK VOYAGER FLEET	I-869326488513	01 540-0104-05	FUEL & LUBRIC: FUEL PURCHASED 2/24	132586		2,155.40
						VENDOR 01-021226 TOTALS	14,082.55
01-023080	WASHING EQUIPMENT OF T	I-92971	01 540-0410	MACHINERY & E: SERVICE CALL FEE & L	132587		140.00
						VENDOR 01-023080 TOTALS	140.00
DEPARTMENT 540 FLEET MANAGEMENT						TOTAL:	20,166.51

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 15

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 541 BUILDING MAINTENANCE

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-019991	RHONDA M. LUNSFORD	1-201400657	01 541-0130	WEARING APPAR: 5-	POLOSHIRTS EMBROI	132577	125.00
						VENDOR 01-019991 TOTALS	125.00
01-020016	TERMINIX	1-343316452	01 541-0415	SERVICE CONTR: PEST CONTROL		132578	50.00
						VENDOR 01-020016 TOTALS	50.00
01-020057	TML MULTISTATE IEBP	1-031715	01 541-0081	GROUP INSURAN: APRIL 2015 MEDICAL P	999999		1,195.92
						VENDOR 01-020057 TOTALS	1,195.92
DEPARTMENT 541 BUILDING MAINTENANCE TOTAL:							1,370.92

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REGULAR DEPARTMENT PAYMENT REPORT

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VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 542 INSPECTIONS DIVISION

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-013260	JAMES MITCHIM	I-021815	01 542-0550	TRAVEL EXPENS:	CASH ADVANCE: DALLAS 132615		1,482.93
VENDOR 01-013260 TOTALS							1,482.93
01-020057	TML MULTISTATE IEBP	I-031715	01 542-0081	GROUP INSURAN:	APRIL 2015 MEDICAL P 999999		1,195.92
VENDOR 01-020057 TOTALS							1,195.92
DEPARTMENT 542 INSPECTIONS DIVISION TOTAL:							2,678.85

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 17

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 543 PUBLIC WORKS DEPARTMENT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003108	CAVENDERS STORES, LTD	I-05301000066	01 543-0130	WEARING APPAR: 1 PR. BOOTS/SHOES, J	132593		104.99
				VENDOR 01-003108	TOTALS		104.99
01-003704	CAHERON COUNTY	I-031915	01 543-0432	CAUSEWAY LIGH: CAUSEWAY LTNG FEB 5	132544		209.46
				VENDOR 01-003704	TOTALS		209.46
01-009299	JMJ ISLA DEVELOPERS,LL	I-1028	01 543-1009	STREETS/SIDEW: SIDEWALK REPAIR-ACE	132559		10,484.36
				VENDOR 01-009299	TOTALS		10,484.36
01-016112	LUIS PAREDES SR.	I-132319	01 543-0416	STREETS & RIG: E.PARADE & GULF BLVD	132566		3,150.00
				VENDOR 01-016112	TOTALS		3,150.00
01-018289	ISMAEL RODRIGUEZ	I-686244	01 543-0416	STREETS & RIG: COLD MIX	132622		1,660.00
				VENDOR 01-018289	TOTALS		1,660.00
01-019210	SMITH MUNICIPAL SUPPLI	I-00-14748	01 543-0112	SIGNS : PARKING SIGNS	132625		2,395.04
01-019210	SMITH MUNICIPAL SUPPLI	I-00-14875	01 543-0112	SIGNS : 3-STREET NAME SIGNS	132625		103.00
				VENDOR 01-019210	TOTALS		2,498.04
01-020057	TML MULTISTATE IEBP	I-031715	01 543-0081	GROUP INSURAN: APRIL 2015 MEDICAL P	999999		7,125.72
				VENDOR 01-020057	TOTALS		7,125.72

DEPARTMENT 543 PUBLIC WORKS DEPARTMENT TOTAL: 25,232.57

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 18

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 570 GENERAL SERVICES

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002106	BICKERSTAFF HEATH DELG	I-97069	01 570-9030	LEGAL SERVICE: PROF. SERV. THROUGH	999999		522.50
				VENDOR 01-002106	TOTALS		522.50
01-003805	PAUL CUNNINGHAM, JR.,	I-2000255	01 570-9030	LEGAL SERVICE: GEN. LEGAL SERVICES	999999		6,133.75
				VENDOR 01-003805	TOTALS		6,133.75
01-007115	GEXA ENERGY, LP	I-18777850-4	01 570-0580	ELECTRICITY : ELECTRIC BILL DATED	132554		17,083.32
				VENDOR 01-007115	TOTALS		17,083.32
01-016653	POSTMASTER	I-040615	01 570-0510	RENTAL OF EQU: ANNUAL PO BOX FEE MA	132619		146.00
				VENDOR 01-016653	TOTALS		146.00
01-018154	REPUBLIC SERVICES #863	I-0863000989848	01 570-0581	WATER, SEWER, : SERV @ 4501 PADRE BL	132621		286.71
				VENDOR 01-018154	TOTALS		286.71
01-023906	XEROX CORPORTATION	I-078911031	01 570-0510	RENTAL OF EQU: PRINTER/COPIER LEASE	132635		771.87
01-023906	XEROX CORPORTATION	I-078911032	01 570-0510	RENTAL OF EQU: COPIER/PRINTER - ADM	132635		974.07
01-023906	XEROX CORPORTATION	I-078911036	01 570-0510	RENTAL OF EQU: COPIER/PRINTER LEASE	132635		411.89
01-023906	XEROX CORPORTATION	I-54472	01 570-0510	RENTAL OF EQU: COPIER/PRINTER - CID	132635		738.99
				VENDOR 01-023906	TOTALS		2,896.82
				DEPARTMENT 570	GENERAL SERVICES	TOTAL:	27,069.10

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 19

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 01 GENERAL FUND

DEPARTMENT: 572 SPECIAL PROJECTS

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002856	RENTAL WORLD	I-03-113091-04	01 572-9045	SPRING BREAK : 4- DEHUMIDIFIERS REN	132540		560.00
01-002856	RENTAL WORLD	I-04-062001-03	01 572-9045	SPRING BREAK : SOLAR MESSAGE BOARDS	132540		1,600.00
VENDOR 01-002856 TOTALS							2,160.00
01-003886	INTERNATIONAL PROTECTI	I-2013-475	01 572-9045	SPRING BREAK : SPRING BRK SECURITY	132545		2,019.00
VENDOR 01-003886 TOTALS							2,019.00
01-006145	FORT KNOX PROTECTION I	C-2150475-C	01 572-9045	SPRING BREAK : CORRECTION "INCORREC	132550		2,194.56
01-006145	FORT KNOX PROTECTION I	I-2150475	01 572-9045	SPRING BREAK : 24 HR. SECURITY 3/11	132550		2,194.56
01-006145	FORT KNOX PROTECTION I	I-2150475-1	01 572-9045	SPRING BREAK : SECURITY FOR MEDICAL	132550		2,194.56
VENDOR 01-006145 TOTALS							2,194.56
01-006177	FRIENDS OF ANIMAL RESC	I-032315	01 572-9085	ANIMAL SERVIC: 3RD QTR (APRIL, MAY, JU	132551		10,000.00
VENDOR 01-006177 TOTALS							10,000.00
01-008253	HILLCO PARTNERS	I-27151	01 572-0530	PROFESSIONAL : PROF. FEES FOR APRIL	999999		5,458.34
VENDOR 01-008253 TOTALS							5,458.34
01-013259	MINI-STOR ALL	I-10812	01 572-9179	HOLIDAY LIGHT: CHRISTMAS DECOR UNIT	132564		91.00
VENDOR 01-013259 TOTALS							91.00
01-018509	SAM'S CLUB DIRECT	I-001119	01 572-9045	SPRING BREAK : 10 CASES DRINKING WA	132570		39.80
01-018509	SAM'S CLUB DIRECT	I-006078	01 572-9045	SPRING BREAK : 15 CS. WATER, MISC.	132570		254.10
01-018509	SAM'S CLUB DIRECT	I-006294	01 572-9045	SPRING BREAK : MISC. HAND TOWELS	132570		118.58
VENDOR 01-018509 TOTALS							412.48
01-019703	WILLIAM P. SWANTNER, R	I-3199	01 572-9177	PARK IMPROVEM: SPI CITY PARK SURVEY	132576		1,250.00
VENDOR 01-019703 TOTALS							1,250.00
DEPARTMENT 572 SPECIAL PROJECTS TOTAL:							23,585.38
VENDOR SET 01 GENERAL FUND TOTAL:							164,174.23

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REGULAR DEPARTMENT PAYMENT REPORT

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VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 590 VISITORS BUREAU

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-007115	GEXA ENERGY, LP	I-18777850-4	02 590-0580	ELECTRICITY	: ELECTRIC BILL DATED	132554	662.88
					VENDOR 01-007115 TOTALS		662.88
01-009299	JMJ ISLA DEVELOPERS,LL I-1030		02 590-9172	SIDEWALKS	: SIDEWALK REP. VISITO	132609	9,304.63
					VENDOR 01-009299 TOTALS		9,304.63
01-013404	MOUNTAIN GLACIER, LLC I-0300735722		02 590-0101	OFFICE SUPPLI:	BOTTLED WATER DEL. V	132565	3.75
					VENDOR 01-013404 TOTALS		3.75
01-018154	REPUBLIC SERVICES #863 I-0863000991220		02 590-0581	WATER,SEWER &: SERV @	600-B PADRE B	132621	87.92
					VENDOR 01-018154 TOTALS		87.92
01-020057	TML MULTISTATE IEBP I-031715		02 590-0081	GROUP INSURAN:	APRIL 2015 MEDICAL P	999999	1,205.92
					VENDOR 01-020057 TOTALS		1,205.92
01-020661	TOP CUT LAWN CARE & IR I-53614		02 590-0412	LANDSCAPE	: LANDSCAPE SERVICE (V	132582	375.00
					VENDOR 01-020661 TOTALS		375.00
01-021095	UNITED PARCEL SERVICE I-0000648239125-1		02 590-0108	POSTAGE	: SERVICE CHARGE	132585	22.60
					VENDOR 01-021095 TOTALS		22.60
01-021226	US BANK VOYAGER FLEET I-869326488513		02 590-0104	FUELS & LUBRI:	FUEL PURCHASED 2/24	132586	22.12
					VENDOR 01-021226 TOTALS		22.12
				DEPARTMENT 590	VISITORS BUREAU	TOTAL:	11,684.82

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 21

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 592 SALES & ADMINISTRATION

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003805	PAUL CUNNINGHAM, JR.,	I-2000255	02 592-0530	PROFESSIONAL : GEN. LEGAL SERVICES	999999		1,583.75
				VENDOR 01-003805	TOTALS		1,583.75
01-006098	EDUARDO FIGUEROA	I-033115	02 592-0550	TRAVEL EXPENS: BELLMAN TIPS AND GRN	999999		102.94
				VENDOR 01-006098	TOTALS		102.94
01-008253	HILLCO PARTNERS	I-27151	02 592-0530	PROFESSIONAL : PROF. FEES FOR APRIL	999999		5,458.33
				VENDOR 01-008253	TOTALS		5,458.33
01-009918	INTERNET DESTINATION S	I-519500	02 592-0415	SERVICE CONTR: SALES PROGRAM	132610		600.00
				VENDOR 01-009918	TOTALS		600.00
01-018509	SAM'S CLUB DIRECT	I-000077	02 592-0101	OFFICE SUPPLI: COFFEE, BATT, MISC.	132570		27.92
				VENDOR 01-018509	TOTALS		27.92
01-019136	SIMPLEVIEW, LLC	I-60205	02 592-0415	SERVICE CONTR: SIMPLESUPPORT 10 PLA	132623		2,000.00
01-019136	SIMPLEVIEW, LLC	I-60482	02 592-0415	SERVICE CONTR: SIMPLESUPPORT 10 PLA	132623		1,189.00
				VENDOR 01-019136	TOTALS		3,189.00
01-020057	TML MULTISTATE IEBP	I-031715	02 592-0081	GROUP INSURAN: APRIL 2015 MEDICAL P	999999		2,990.30
				VENDOR 01-020057	TOTALS		2,990.30
01-020602	TOUCAN GRAPHICS	I-17396	02 592-0101	OFFICE SUPPLI: BUSINESS CARDS RACHE	132630		39.00
01-020602	TOUCAN GRAPHICS	I-17689	02 592-0101	OFFICE SUPPLI: BUSINESS CARDS M FLO	132630		39.00
				VENDOR 01-020602	TOTALS		78.00
01-021226	US BANK VOYAGER FLEET	I-869326488513	02 592-0104	FUELS & LUBRI: FUEL PURCHASED 2/24	132586		162.51
				VENDOR 01-021226	TOTALS		162.51

DEPARTMENT 592 SALES & ADMINISTRATION TOTAL: 14,192.75

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VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 593 EVENTS MARKETING

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020057	TML MULTISTATE IEBP	I-031715	02 593-0081	GROUP INSURAN:	APRIL 2015 MEDICAL P 999999		199.32
					VENDOR 01-020057 TOTALS		199.32
01-020602	TOUCAN GRAPHICS	I-17585	02 593-8060	ENTRANCE SIGN:	1- 4 X 3 BANNER: "NO 132581		72.00
					VENDOR 01-020602 TOTALS		72.00
01-021226	US BANK VOYAGER FLEET	I-869326488513	02 593-0104	FUEL & LUBRIC:	FUEL PURCHASED 2/24 132586		53.17
					VENDOR 01-021226 TOTALS		53.17
				DEPARTMENT 593	EVENTS MARKETING	TOTAL:	324.49

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VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 02 HOTEL/MOTEL TAX FUND

DEPARTMENT: 594 MARKETING

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/07/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/I. ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-004322	ELITE PROMOTIONS	I-7082	02 594-0533	MARKETING	: WATER BOTTLES CYCLOV	132547	1,158.06
01-004322	ELITE PROMOTIONS	I-7083	02 594-0533	MARKETING	: T-SHIRTS CYCLOVIA EV	132547	793.20
VENDOR 01-004322 TOTALS							1,951.26
01-012147	CATARINO LOPEZ	I-748	02 594-0537	PRODUCTION/CO:	PRODUCTION COST	999999	7,248.28
01-012147	CATARINO LOPEZ	I-749	02 594-0550	TRAVEL EXPENS:	TRAVEL EXPENSES FOR	999999	976.96
01-012147	CATARINO LOPEZ	I-750	02 594-0530	PROFESSIONAL :	ACCOUNT STEWARDSHIP	999999	5,000.00
01-012147	CATARINO LOPEZ	I-751	02 594-0530	PROFESSIONAL :	CREATIVE DEVELOPMENT	999999	5,000.00
01-012147	CATARINO LOPEZ	I-752	02 594-0537	PRODUCTION/CO:	PRODUCTION COST	999999	1,600.00
01-012147	CATARINO LOPEZ	I-753	02 594-0537	PRODUCTION/CO:	PRODUCTION COST	999999	235.00
VENDOR 01-012147 TOTALS							20,060.24
01-019136	SIMPLEVIEW, LLC	I-60202	02 594-0531	MEDIA PLACEME:	ONLINE MARKETING	132623	22,167.00
01-019136	SIMPLEVIEW, LLC	I-60203	02 594-0531	MEDIA PLACEME:	ONLINE MARKETING	132623	24,167.00
01-019136	SIMPLEVIEW, LLC	I-60204	02 594-0531	MEDIA PLACEME:	ONLINE MARKETING	132623	3,708.00
VENDOR 01-019136 TOTALS							50,042.00
01-020602	TOUCAN GRAPHICS	I-17683	02 594-0537	PRODUCTION/CO:	PRINTING OF MEETING	132630	500.00
VENDOR 01-020602 TOTALS							500.00
01-021095	UNITED PARCEL SERVICE	I-0000648239115-1	02 594-0108	FULFILMENT AN:	MISC. SHIPPING CHARG	132585	738.32
VENDOR 01-021095 TOTALS							738.32
DEPARTMENT 594 MARKETING TOTAL:							73,291.82
VENDOR SET 02 HOTEL/MOTEL TAX FUND TOTAL:							99,493.88

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REGULAR DEPARTMENT PAYMENT REPORT

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VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: 565 CONVENTION CENTER OPER

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003108	CAVENDERS STORES, LTD	I-0503000387	06 565-0130	WEARING APPAR: WORK BOOTS 2015		132593	107.99
01-003108	CAVENDERS STORES, LTD	I-05301000087	06 565-0130	WEARING APPAR: WORK BOOTS 2015		132593	125.99
01-003108	CAVENDERS STORES, LTD	I-05301000101	06 565-0130	WEARING APPAR: WORK BOOTS 2015		132593	150.00
01-003108	CAVENDERS STORES, LTD	I-05301000103	06 565-0130	WEARING APPAR: WORK BOOTS 2015		132593	150.00
01-003108	CAVENDERS STORES, LTD	I-05303000388	06 565-0130	WEARING APPAR: WORK BOOTS 2015		132593	124.99
01-003108	CAVENDERS STORES, LTD	I-05303000389	06 565-0130	WEARING APPAR: WORK BOOTS 2015		132593	89.99
01-003108	CAVENDERS STORES, LTD	I-05303000390	06 565-0130	WEARING APPAR: WORK BOOTS 2015		132593	104.99
01-003108	CAVENDERS STORES, LTD	I-05303000394	06 565-0130	WEARING APPAR: WORK BOOTS 2015		132593	148.49
						VENDOR 01-003108 TOTALS	1,002.44
01-003150	CAMERON COUNTY PARKS-	I-040115	06 565-0560	CAMERON COUNT: COUNTY LEASE FOR MAR		132541	1,062.52
						VENDOR 01-003150 TOTALS	1,062.52
01-003418	RHM CHEMICAL INC.	I-2359	06 565-0415	SERVICE CONTR: MONTHLY SERV. COOLIN		132595	135.00
						VENDOR 01-003418 TOTALS	135.00
01-003419	DONNELLY HOLDINGS, LTD	I-141719	06 565-0114	MEDICAL : BIOFREEZE, IBUPROFEN,		132596	56.14
						VENDOR 01-003419 TOTALS	56.14
01-004283	ECOLAB INC.	I-7837078	06 565-0415	SERVICE CONTR: DISHMACHINE RENTAL 3		132546	147.65
						VENDOR 01-004283 TOTALS	147.65
01-005512	EXPRESS SERVICES, INC.	I-15611817-6	06 565-0530	PROFESSIONAL : TEMP. LABOR CC 3/29/		132601	100.64
						VENDOR 01-005512 TOTALS	100.64
01-007115	GEKA ENERGY, LP	I-18777850-4	06 565-0580	ELECTRICITY : ELECTRIC BILL DATED		132554	19,558.90
						VENDOR 01-007115 TOTALS	19,558.90
01-007600	GULF COAST PAPER CO. I	C-916188	06 565-0160	LAUNDRY & JAN: 1-BX LATEX GLOVES RE		132556	65.25-
01-007600	GULF COAST PAPER CO. I	I-920026	06 565-0160	LAUNDRY & JAN: ROLL TWLS, TISSUE, G		132556	329.46
						VENDOR 01-007600 TOTALS	264.21

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VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 06 CONVENTION CENTER FUND

DEPARTMENT: 565 CONVENTION CENTER OPER

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-009159	RICHO USA, INC.	I-94386458	06 565-0415	SERVICE CONTR:	CLIENT USE COPIER AT	132558	110.00
					VENDOR 01-009159 TOTALS		110.00
01-015027	ORKIN EXTERMINATING CO	I-98119492	06 565-0415	SERVICE CONTR:	PEST CONTROL FOR CC	132616	457.00
					VENDOR 01-015027 TOTALS		457.00
01-018154	REPUBLIC SERVICES #863	I-0863000991259	06 565-0581	WATER, SEWER :	SERVICE @ 7355 PADRE	132621	688.08
					VENDOR 01-018154 TOTALS		688.08
01-018509	SAM'S CLUB DIRECT	I-000077	06 565-0176	CONCESSION SU:	COFFEE, BATT, MISC.	132570	409.18
01-018509	SAM'S CLUB DIRECT	I-000077	06 565-0150	MINOR TOOLS &:	COFFEE, BATT, MISC.	132570	357.38
					VENDOR 01-018509 TOTALS		766.56
01-019520	AT&T	I-031815	06 565-0501	COMMUNICATION:	AT&T FAX LINE AT CON	132628	47.91
					VENDOR 01-019520 TOTALS		47.91
01-020057	TML MULTISTATE IEBF	I-031715	06 565-0081	GROUP INSURAN:	APRIL 2015 MEDICAL P	999999	4,125.93
					VENDOR 01-020057 TOTALS		4,125.93
01-020745	TRANE, A DIVISION OF A	I-34765854	06 565-0410	MACHINERY & E:	TROUBLESHOOT:A/C AT	132584	321.00
					VENDOR 01-020745 TOTALS		321.00
01-021102	UNIFIRST HOLDINGS, INC	I-8411934745	06 565-0130	WEARING APPAR:	UNIFORMS, MOPS, FLOO	999999	57.20
01-021102	UNIFIRST HOLDINGS, INC	I-8411934745	06 565-0160	LAUNDRY & JAN:	UNIFORMS, MOPS, FLOO	999999	51.05
					VENDOR 01-021102 TOTALS		108.25
01-021226	US BANK VOYAGER FLEET	I-869326488513	06 565-0104	FUELS & LUBRI:	FUEL PURCHASED 2/24	132586	122.27
					VENDOR 01-021226 TOTALS		122.27
DEPARTMENT 565 CONVENTION CENTER OPER						TOTAL:	29,074.50
VENDOR SET 06 CONVENTION CENTER FUND						TOTAL:	29,074.50

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REGULAR DEPARTMENT PAYMENT REPORT

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VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 21 MUN. COURT TECHNOLOGY

DEPARTMENT: 520 MUN COURT TECHNOLOGY

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-009117	TYLER TECHNOLOGIES INC	I-025-119468	21 520-0415	SERVICE CONTR:	COURT ONLINE COMPONE	132557	175.00
					VENDOR 01-009117 TOTALS		175.00
01-023906	XEROX CORPORATION	1-078911038	21 520-0510	RENTAL OF EQU:	COPIER/PRINTER LEASE	132635	417.46
					VENDOR 01-023906 TOTALS		417.46
				DEPARTMENT 520	MUN COURT TECHNOLOGY	TOTAL:	592.46
				VENDOR SET 21	MUN. COURT TECHNOLOGY	TOTAL:	592.46

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REGULAR DEPARTMENT PAYMENT REPORT

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VENDOR SET: 01 City of South Padre Islan

BANK: OPER

FUND : 30 TRANSPORTATION

DEPARTMENT: 591 TRANSPORTATION DEPT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-001161	AT&T	I-031015	30 591-0501	COMMUNICATION: U-VERSE 2/09 -03/08/	132535		100.02
				VENDOR 01-001161	TOTALS		100.02
01-001359	JESUS ARRIAGA	I-022015	30 591-0550	TRAVEL EXPENS: PER DIEM: RICHARDSON 999999			150.00
				VENDOR 01-001359	TOTALS		150.00
01-003420	CHEMSEARCH	I-1827828	30 591-0420	MOTOR VEHICLE: 1-DZ AEROSOL, LUBREA 132543			198.03
				VENDOR 01-003420	TOTALS		198.03
01-003869	CREATIVE BUS SALES, IN	I-13007025	30 591-0420	MOTOR VEHICLE: 2-BLWR,MTR. ASSY, UN 132597			177.09
				VENDOR 01-003869	TOTALS		177.09
01-003903	FRANCISCO CUEVAS	I-022015	30 591-0550	TRAVEL EXPENS: PER DIEM: RICHARDSON 132598			150.00
				VENDOR 01-003903	TOTALS		150.00
01-006102	FLEETPRIDE	I-67661328	30 591-0420	MOTOR VEHICLE: LED LENS, LAMO, ETC. 132602			172.70
				VENDOR 01-006102	TOTALS		172.70
01-007113	G.F. GROUP, INC.	I-022815	30 591-0560	RENTAL : OFFICE LEASE	132553		2,100.00
				VENDOR 01-007113	TOTALS		2,100.00
01-007115	GEXA ENERGY, LP	I-18777850-4	30 591-0580	ELECTRICITY : ELECTRIC BILL DATED	132554		924.26
01-007115	GEXA ENERGY, LP	I-18777852-4	30 591-0580	ELECTRICITY : ELECTRICITY AT TRANS	132607		304.58
				VENDOR 01-007115	TOTALS		1,228.84
01-012091	CINTAS UNIFORM	I-538579113	30 591-0130	WEARING APPAR: UNIFORMS FOR TRANSIT	132611		160.84
01-012091	CINTAS UNIFORM	I-538580556	30 591-0130	WEARING APPAR: UNIFORMS FOR TRANSIT	132611		160.84
				VENDOR 01-012091	TOTALS		321.68

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VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 30 TRANSPORTATION

DEPARTMENT: 591 TRANSPORTATION DEPT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-013081	RICHARD MARTINEZ	I-022015	30 591-0550	TRAVEL EXPENS:	PER DIEM: RICHARDSON	132613	150.00
					VENDOR 01-013081 TOTALS		150.00
01-013404	MOUNTAIN GLACIER, LLC	I-0300735724	30 591-0581	WTR/SWR/GARBA:	BOTTLED WATER DELIVE	132565	22.50
					VENDOR 01-013404 TOTALS		22.50
01-018154	REPUBLIC SERVICES #863	I-0863000989848	30 591-0581	WTR/SWR/GARBA:	SERV @ 4501 PADRE BL	132621	31.86
					VENDOR 01-018154 TOTALS		31.86
01-019404	SPRINT	I-463528814-088	30 591-0501	COMMUNICATION:	CELL PHONE SERV. FEB	132575	405.42
					VENDOR 01-019404 TOTALS		405.42
01-019507	A T & T LONG DISTANCE	I-031915	30 591-0501	COMMUNICATION:	AT & T LONG DISTANCE	132627	0.89
					VENDOR 01-019507 TOTALS		0.89
01-019897	TEENA SIMON	I-033115	30 591-0550	TRAVEL EXPENS:	REIMBURSE: CABFARE,	999999	74.49
					VENDOR 01-019897 TOTALS		74.49
01-020057	TML MULTISTATE IEBP	I-031715	30 591-0081	GROUP INSURAN:	APRIL 2015 MEDICAL P	999999	5,253.04
					VENDOR 01-020057 TOTALS		5,253.04
01-021226	US BANK VOYAGER FLEET	I-869326488513	30 591-0104	FUELS & LUBRI:	FUEL PURCHASED 2/24	132586	9,223.46
					VENDOR 01-021226 TOTALS		9,223.46
01-023906	XEROX CORPORATION	I-078911034	30 591-0150	MINOR TOOLS &:	COPIER/PRINTER TRANS	132635	333.94
					VENDOR 01-023906 TOTALS		333.94

DEPARTMENT 591 TRANSPORTATION DEPT TOTAL: 20,093.96

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VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 30 TRANSPORTATION

DEPARTMENT: 595 METRO CONNECT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002625	CITY OF BROWNSVILLE	I-2015-00000135	30 595-0533	MARKETING	: MARKETING EXPENSE -	132539	2,389.41
						VENDOR 01-002625 TOTALS	2,389.41
01-012091	CINTAS UNIFORM	I-538577632	30 595-0130	WEARING APPAR:	UNIFORMS FOR TRANSIT 132562		160.84
01-012091	CINTAS UNIFORM	I-538577632	30 595-0130	WEARING APPAR:	UNIFORMS FOR TRANSIT 132562		29.70
01-012091	CINTAS UNIFORM	I-538579113	30 595-0130	WEARING APPAR:	UNIFORMS FOR TRANSIT 132611		29.70
01-012091	CINTAS UNIFORM	I-538580556	30 595-0130	WEARING APPAR:	UNIFORMS FOR TRANSIT 132611		29.70
						VENDOR 01-012091 TOTALS	249.94
01-020057	TML MULTISTATE TEBP	I-031715	30 595-0081	GROUP INSURAN:	APRIL 2015 MEDICAL P 999999		1,594.56
						VENDOR 01-020057 TOTALS	1,594.56
01-021226	US BANK VOYAGER FLEET	I-869326488513	30 595-0104	FUELS & LUBRI:	FUEL PURCHASED 2/24 132586		3,742.30
						VENDOR 01-021226 TOTALS	3,742.30
						DEPARTMENT 595 METRO CONNECT TOTAL:	7,976.21
						VENDOR SET 30 TRANSPORTATION TOTAL:	28,070.17

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 30

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 43 STREET IMPROVEMENT FUND

DEPARTMENT: 543 PUBLIC WORKS

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-011149	KIMLEY-HORN & ASSOCIAT	I-069234000-215	43 543-0416	STREETS & R.O:	GULF BLVD & SUNSET P	132560	6,596.85
VENDOR 01-011149 TOTALS							6,596.85
DEPARTMENT 543 PUBLIC WORKS TOTAL:							6,596.85
VENDOR SET 43 STREET IMPROVEMENT FUND TOTAL:							6,596.85

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 31

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 45 CONSTRUCTION IN PROGRESS

DEPARTMENT: 572 CONSTRUCTION IN PROGRESS

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-004050	TERRACON CONSULTANTS,	I-T625459	45 572-0530	PROFESSIONAL :	TESTING	132600	1,019.50
01-004050	TERRACON CONSULTANTS,	I-T625539	45 572-0530	PROFESSIONAL :	TESTING	132600	6,130.50
VENDOR 01-004050 TOTALS							7,150.00

DEPARTMENT 572 CONSTRUCTION IN PROGRESS TOTAL: 7,150.00

VENDOR SET 45 CONSTRUCTION IN PROGRESS TOTAL: 7,150.00

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 32

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 521 POLICE

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020057	TML MULTISTATE IEBP	I-031715	60 521-0081	GROUP INSURAN:	APRIL 2015 MEDICAL P 999999		19.93
						VENDOR 01-020057 TOTALS	19.93
DEPARTMENT 521 POLICE						TOTAL:	19.93

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 33

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 522 BEACH PATROL / PT TIME

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002215	BLUE WATER CREATIONS	I-3538	60 522-0130	WEARING APPAR: 15-PULLOVERS FOR BEA	132538		420.50
				VENDOR 01-002215	TOTALS		420.50
01-006140	FLEET SAFETY EQUIPMENT	I-143761	60 522-0420	MOTOR VEHICLE: BR-5, POLARIS RANGER	132549		859.03
				VENDOR 01-006140	TOTALS		859.03
01-016293	GREGORY MILLS	I-040315	60 522-0130	WEARING APPAR: PURCHASE REIMBURSEME	132617		58.50
				VENDOR 01-016293	TOTALS		58.50
01-020057	TML MULTISTATE IEBP	I-031715	60 522-0081	GROUP INSURAN: APRIL 2015 MEDICAL P	999999		99.66
				VENDOR 01-020057	TOTALS		99.66
01-021226	US BANK VOYAGER FLEET	I-869326488513	60 522-0104	FUEL & LUBRIC: FUEL PURCHASED 2/24	132586		462.88
				VENDOR 01-021226	TOTALS		462.88

DEPARTMENT 522 BEACH PATROL / PT TIME TOTAL: 1,900.57

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 34

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 532 ENVIRONMENTAL HEALTH

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-020057	TML MULTISTATE IEBP	I-031715	60 532-0081	GROUP INSURAN:	APRIL 2015 MEDICAL P 999999		61.30
VENDOR 01-020057 TOTALS							61.30
DEPARTMENT 532 ENVIRONMENTAL HEALTH TOTAL:							61.30

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 35

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 60 BEACH MAINTENANCE FUND

DEPARTMENT: 560 BEACH MAINTENANCE

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003697	ANRIGE INC.	I-14404.1.6	60 560-9045	SPRING BREAK :	Spring Break portapo	999999	20,712.50
01-003697	ANRIGE INC.	I-14649.1.3	60 560-9045	SPRING BREAK :	EMS Porto Pots	999999	1,225.00
						VENDOR 01-003697 TOTALS	21,937.50
01-020057	TNL MULTISTATE IEBP	I-031715	60 560-0081	GROUP INSURAN:	APRIL 2015 MEDICAL P	999999	2,252.32
						VENDOR 01-020057 TOTALS	2,252.32
01-021134	UNITED RENTALS (NORTH	I-126629319-001	60 560-9045	SPRING BREAK :	Back Hoe/loader	132631	2,209.09
						VENDOR 01-021134 TOTALS	2,209.09
01-021226	US BANK VOYAGER FLEET	I-869326488513	60 560-0104	FUEL & LUBRIC:	FUEL PURCHASED 2/24	132586	768.50
						VENDOR 01-021226 TOTALS	768.50
						DEPARTMENT 560 BEACH MAINTENANCE TOTAL:	27,167.41
						VENDOR SET 60 BEACH MAINTENANCE FUND TOTAL:	29,149.21

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 36

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 62 BAY ACCESS FUND

DEPARTMENT: 543 PUBLIC WORKS

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-007119	GEO SOLUTIONS INC.	I-G48797	62 543-9075	CONSTRUCTION : POLARIS BOAT RAMP		132555	3,250.00
						VENDOR 01-007119 TOTALS	3,250.00
DEPARTMENT 543 PUBLIC WORKS						TOTAL:	3,250.00
VENDOR SET 62 BAY ACCESS FUND						TOTAL:	3,250.00

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 37

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: 580 EDC

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-003410	SOUTH PADRE ISLAND CHA	I-10084	80 580-0102	LOCAL METTING: EDC: QTRLY PUBLIC AF	132594		18.00
VENDOR 01-003410 TOTALS							18.00
01-008253	HILLCO PARTNERS	I-27151	80 580-0534-002	LOBBYIST	: PROF. FEES FOR APRIL 999999		2,083.33
VENDOR 01-008253 TOTALS							2,083.33
01-020057	TML MULTISTATE IEBP	I-031715	80 580-0081	GROUP INSURAN:	APRIL 2015 MEDICAL P 999999		398.64
VENDOR 01-020057 TOTALS							398.64
01-020165	TEXAS ECONOMIC DEVELOP	I-2269	80 580-0513	TRAINING EXPE:	EDC: WEBINAR-LEADERS 132629		79.00
VENDOR 01-020165 TOTALS							79.00
01-021232	GATEWAY PRINTING & OFF	I-4012494-0	80 580-0101	OFFICE SUPPLI:	EDC: INKJET CART, WI 132632		99.80
VENDOR 01-021232 TOTALS							99.80
DEPARTMENT 580 EDC							TOTAL: 2,678.77

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 38

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 80 ECONOMIC DEVELOPMENT CORP

DEPARTMENT: 581 BIRDING CENTER

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-007115	GEKA ENERGY, LP	I-18777850-4	80 581-0580	ELECTRICITY	: ELECTRIC BILL DATED	132554	1,456.58
						VENDOR 01-007115 TOTALS	1,456.58
DEPARTMENT 581 BIRDING CENTER						TOTAL:	1,456.58
VENDOR SET 80 ECONOMIC DEVELOPMENT CORP						TOTAL:	4,135.35

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REGULAR DEPARTMENT PAYMENT REPORT

PAGE: 39

VENDOR SET: 01 City of South Padre Island

BANK: OPER

FUND : 81 BEACH NOURISHMENT

DEPARTMENT: 581 BEACH RENOURISHMENT

INVOICE DATE RANGE: 1/01/1998 THRU 99/99/9999

PAY DATE RANGE: 4/02/2015 THRU 4/10/2015

BUDGET TO USE: CB-CURRENT BUDGET

VENDOR	NAME	ITEM #	G/L ACCOUNT	NAME	DESCRIPTION	CHECK #	AMOUNT
01-002106	BICKERSTAFF HEATH DELG	I-97070	81 581-0530	PROFESSIONAL : PROF. SERV. THROUGH	3 999999		200.13
VENDOR 01-002106 TOTALS							200.13
01-003805	PAUL CUNNINGHAM, JR.,	I-2000255	81 581-0530	PROFESSIONAL : GEN. LEGAL SERVICES	999999		1,470.00
VENDOR 01-003805 TOTALS							1,470.00
DEPARTMENT 581 BEACH RENOURISHMENT TOTAL:							1,670.13
VENDOR SET 81 BEACH NOURISHMENT TOTAL:							1,670.13
REPORT GRAND TOTAL:							373,356.78

**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM**

MEETING DATE: April 15, 2015

NAME & TITLE: Reuben Trevino, Coastal Resources/ Parks Administrator

DEPARTMENT: Coastal Resources

ITEM

Presentation by UTB intern on coastal work to date.

ITEM BACKGROUND

Council approved funding an intern position this fiscal year. She has been working on public surveys and various data collections on the beach.

BUDGET/FINANCIAL SUMMARY

N/A

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____ NO: X
Approved by Legal: YES: _____ NO: X

Comments:

RECOMMENDATIONS/COMMENTS

**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM**

MEETING DATE: April 15, 2015

NAME & TITLE: Dennis Stahl, Council Member
William DiLibero, City Manager

DEPARTMENT: City Council/City Manager's Office

ITEM

Discussion and action to approve first reading of Ordinance No. 15-03 adding Article XII "Short Term Rentals" to regulate Short Term Rentals; requiring registration and providing for additional regulations and penalties. (Stahl/DiLibero)

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____ NO: _____
Approved by Legal: YES: _____ NO: _____

Comments:

RECOMMENDATIONS/COMMENTS

ORDINANCE NO. 15-03

AN ORDINANCE OF THE CITY OF SOUTH PADRE ISLAND, TEXAS, AMENDING CHAPTER 11 OF THE CODE OF ORDINANCES THE CITY OF SOUTH PADRE ISLAND, BY ADDING ARTICLE XII, "SHORT TERM RENTALS", TO REGULATE SHORT TERM RENTALS; REQUIRING REGISTRATION; PROVIDING FOR ADDITIONAL REGULATIONS AND A PENALTY OF FIVE HUNDRED DOLLARS (\$500.00) FOR ANY VIOLATION; PROVIDING FOR AN EFFECTIVE DATE OF JUNE 15, 2015; MAKING VARIOUS FINDINGS AND PROVISIONS RELATED TO THE SUBJECT

WHEREAS, the City of South Padre Island desires to establish rules and regulations relating to the operation of short term rentals; and,

WHEREAS, the City Council finds that it is in the public interest to amend the City Code to regulate short term rentals; and,

WHEREAS, after public notice and hearing as required by law, the City Council finds that it is in the public's interest to amend Chapter 11, by adding Article XII, "Short Term Rentals" to the Code of the City of South Padre Island, as amended, to establish rules and regulations relating to the operation of short term rentals in the City of South Padre Island.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SOUTH PADRE ISLAND, TEXAS:

Section 1. The findings and recitations set out in the preamble to this Ordinance are found to be true and correct and they are hereby adopted by the City Council and made a part hereof for all purposes.

Section 2. Chapter 11, "Occupation Licenses, Alcoholic Beverages, Miscellaneous Permits" of the Code of the City of South Padre Island, is hereby amended to add Article XII. "Short Term Rentals" and to read and provide as follows:

ARTICLE XII SHORT TERM RENTALS

Sec.11-220. Short Term Rentals

(a) The purpose of this Article is to establish regulations for the use of residential single family dwelling units ("dwelling units" herein) as short term rentals and to ensure the collection and payment of hotel/motel occupancy taxes.

(b) For purposes of this Article a Short Term Rental (STR), is defined as a residential dwelling, including a single-family residence, apartment, residential condominium unit, or other residential real estate improvement, in which the public may obtain sleeping accommodations in exchange for compensation for a period of less than 30 consecutive days. The term applies regardless of whether the dwelling was originally constructed or zoned as a residential dwelling.

(c) For purposes of this Article: An Owner shall designate the Owner, or an Agent or a Representative to comply with the requirements of this section on behalf of the Owner. The Owner or designated agent or representative is referred to as "Operator" herein.

(d) The Owner shall not be relieved from any personal responsibility or personal liability for noncompliance with any applicable law, rule or regulation pertaining to the use and occupancy of the residential dwelling unit as a short term rental unit, regardless of whether such noncompliance was committed by the Owner's authorized agent or representative or the occupants of the Owner's short term rental unit or their guests.

(e) This Article is not intended to provide any owner of residential property with the right or privilege to violate any private conditions, covenants and restrictions applicable to the owner's property that may prohibit the use of such owner's residential property for short term rental purposes as defined in this section.

Sec.11-221 Registration

(a) The Owner/Operator who offers for rent or advertises for rent (in any manner) a short term rental of a dwelling unit shall obtain a short term rental registration and any other required documents from the Convention Centre Department of the City of South Padre Island located at 7355 Padre Blvd, South Padre Island, Texas, 78597. The Convention Centre Department may be contacted at phone number is 956-761-3000 for additional information.

(b) The Owner/Operator must submit the following information on a short term rental registration form:

- (1) The name, address, email and telephone number of the Owner/Operator of the subject short term rental unit;
- (2) The name, address, email and twenty-four hour telephone number of the local contact person;
- (3) The local contact person is the person designated by the owner or the operator who shall be available twenty-four (24) hours per day, seven (7) days per week for the purpose of: (1) responding in person within one hour to complaints regarding the condition, operation, or conduct of occupants of the short term rental unit; and (2) taking remedial action to resolve any such complaints.
- (4) The name and address of the proposed short term rental unit;
- (5) The number of bedrooms and the applicable overnight and daytime occupancy limit of the proposed short term rental unit;
- (6) The property ID number as listed on the Cameron County Appraisal District; and
- (7) Such other information as the City Manager, or designee, deems reasonably necessary to administer this section.

(c) If any information on the registration form changes, the Owner/Operator must modify that information within 30 days.

(d) Registration Fee and Renewal Requirements

- (1) The short term rental registration form shall be accompanied by an initial registration fee as established by the City Council.
 - i. The initial rental registration fee shall be fifty dollars (\$50.00) (per rental unit).
 - ii. The initial registration fee is waived for those properties that have been properly remitting hotel occupancy tax.
- (2) A registration is valid from the date the completed registration is filed with the City and payment of the registration fee (if applicable) has been made, unless the ownership of the short term rental changes.

(3) Each property shall be issued a registration number.

(e) The registration number must appear on any advertisement of the property available for short term rental.

Sec.11-222 Compliance -Penalty Provision

(a) The Owner or Operator shall comply with all applicable laws, rules and regulations pertaining to the use and occupancy of the subject short term rental unit, including, but not limited to, Chapter 12, "Noises" and Chapter 17, Article II "Hotel-Motel Occupancy Tax" of the City Code of South Padre Island. Pursuant to Sec. 17-10 of the city code, the Owner or Operator shall, submit a monthly report to the City, on the appropriate "Hotel Occupancy Tax Collection Report" form, even if the short term rental unit was not rented during any such month.

(b) Any violation of this Article XII may be punished by a fine not to exceed Five Hundred Dollars (\$500.00) for each offense or for each day such offense shall continue and the penalty provisions of Section 21-1 of the Code of Ordinances is hereby adopted and incorporated for all purposes.

Section 3. While the effective date is June 15, 2015, every Owner or Operator has until July 1, 2015 to register.

Section 4. This Ordinance repeals all portions of any prior ordinances or parts of ordinances of the Code of Ordinances in conflict herewith.

Section 5. Any violation of this Ordinance may be punished by a fine not to exceed Five Hundred Dollars (\$500.00) for each offense or for each day such offense shall continue and the penalty provisions of Section 21-1 of the Code of Ordinances is hereby adopted and incorporated for all purposes.

Section 6. If for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this Ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this Ordinance for it is the definite intent of this City Council that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

Section 7. This Ordinance shall become effective June 15, 2015 and when published in summary form or by publishing its caption.

PASSED, APPROVED AND ADOPTED on First Reading, this ____ day of April 2015.

PASSED, APPROVED AND ADOPTED on Second Reading, this ____ day of April 2015.

ATTEST:

**CITY OF SOUTH PADRE
ISLAND, TEXAS**

Susan Hill, CITY SECRETARY

Bharat R. Patel, MAYOR

7-4

FV3 3

**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM**

MEETING DATE: April 15, 2015

NAME & TITLE: Julee LaMure, Council Member

DEPARTMENT: City Council

ITEM

Discussion and action allocating \$10,000 for a grant match toward the "Cameron County in Motion: Active Transport Master Plan" which was awarded a \$100,000 grant by the Legacy Foundation.

ITEM BACKGROUND

The UTRGV (University of Texas Rio Grande Valley) School of Public Health identified this funding opportunity through the Legacy Foundation, formerly known as the Valley Baptist Foundation and applied for funding as lead agency through a partnership with the City of Brownsville and the Cameron County Community Advisory Board. The transport plan is intended to outline an interconnected network of pedestrian and bicycle paths and facilities, both on-road and off-road throughout all of Cameron County. The trails would connect both large and small communities thus encouraging economic development and bicycle tourism while supporting a countywide health initiative.

The focus of the "Cameron County in Motion: Active Transport Master Plan" is to engage communities in the planning process to promote active transport, bicycle tourism, and economic development across cities and towns in Cameron County. This type of interconnected bike/ped pathway has a quantifiable economic history (see attached map) and opens South Padre Island up to a whole new niche tourism market.

Having been awarded the initial grant of \$100,000 from the Legacy Foundation, partnerships are now being formed with neighboring towns and cities, each contributing \$10,000 toward matching the Legacy Grant funds. The plan emphasizes connectivity, partnerships, ease of access, preventative healthcare, and will impact over 417,276 Cameron County residents.

BUDGET/FINANCIAL SUMMARY

As of 4/9/2015, the level of excess reserves is \$205,000 which would be reduced by \$10,000.

COMPREHENSIVE PLAN GOAL**LEGAL REVIEW**

Sent to Legal: YES: _____ NO: _____
Approved by Legal: YES: _____ NO: _____

Comments:

RECOMMENDATIONS/COMMENTS

THE ECONOMIC BENEFITS OF BICYCLING

By Darren Flusche

All eyes were on the economy in 2009 when we released our report, *The Economic Benefits of Bicycle Infrastructure Investments*. In the three years since, the struggling economy has continued to dominate national and local agendas. During that same period, we have seen a steady stream of research confirming the positive impact bicycling has on business districts, jobs, and household savings. As you can see in the map, the benefits touch every corner of the country, boosting the economic vitality of states and communities. To capture this growing body of evidence, we've updated the report with a wealth of new data and information; visit www.bikeleague.org/reports.

NEIGHBORHOOD/DISTRICT SAN FRANCISCO, CA (Valencia Street)

2/3 of merchants say new bike lanes have improved business and supported more traffic calming measures on the street (2004).

STATE COLORADO

Bicycle manufacturing, retail, tourism and bike races contributed

\$1 billion to the economy in 2000.

REGIONAL/CITY BOULDER, CO

In 2011, Boulder's bicycle industry exceeded \$52 million in economic activity, supporting 330 jobs.

BIKE TRAIL MONON TRAIL (Indianapolis, IN)

11% A home's value increases 11% just for being a half mile closer to the trail.

STATE MINNESOTA

In 2009, people on bikes spent **\$261 million** on bicycling goods and services, supporting more than 5,000 jobs and generating \$35 million in taxes.

STATE IOWA

Commuter and recreational bicycling generates more than \$400 million in economic activity and health savings of \$87 million each year (2011).

STATE WISCONSIN

Bike recreation and tourism contribute \$924 million annually to the economy. Annual health benefits total \$409 million (2010).

NEIGHBORHOOD/DISTRICT TORONTO, ONTARIO (Bloor Street)

People who bike spend more money per month than those who drive (2009).

STATE VERMONT

\$400 million

In 2009, biking and walking generated 1,400 jobs, \$41 million in wages, and \$83 million in revenue. Including health and property value benefits brought the total to \$400 million in economic impact.

BIKE TRAIL SCHUYLKILL RIVER TRAIL (Follows the Schuylkill River from Pottsville to Philadelphia, PA)

78% of trail users purchase hard goods, like bikes, accessories, and clothing to use on the trail, averaging \$406 per trail user.

REGIONAL/CITY NORTH CAROLINA'S OUTER BANKS

Bicycle tourism generates \$60 million in economic activity per year. The region sees an annual nine-to-one return on its one-time \$6.7 million investment in bicycle infrastructure.

REGIONAL/CITY WASHINGTON, D.C.

83% of bikeshare users are more likely to patronize a business if it is located near a Capital Bikeshare station.

NEIGHBORHOOD/DISTRICT MEMPHIS, TN (Broad Avenue)

Since the Arts District and bike lanes programs started in 2012, 16 new businesses have opened and 29 properties have been renovated.

the Valley Baptist LEGACY FOUNDATION™

requests[Dashboard](#)
[Apply](#)**tools**[Fax to File](#)**Application**

* = Required Field

 [Application Packet](#) [Question List](#)

Contact: Mrs. Stephanie Reyes
1034 East Levee Street
Brownsville, Texas 78520 United States of America

(956) 548-6148
stephanie.reyes@cob.us

If your organization information does not appear correct, please contact the funder. Thank you.

Organization: City of Brownsville, Texas
1034 East Levee Street
Brownsville, Texas 78520 United States of America

9565486167
74-6000422

Project Title*

Cameron County In Motion Active Transpo

Project Description*

The vision for Cameron County In Motion Active Transport Master Plan is to demonstrate the need that Brownsville and the surrounding communities within Cameron County have for riding a bicycle for any trip purpose. Embedded in this vision statement, the priorities lie with engaging communities, providing preventative healthcare, allowing for all ages and abilities to be involved, and improving economic development between communities. This plan would also include the key theme of serving a broader range of people who already ride bicycles and those who are considering this as an alternative mode of transportation.

With the creation of this plan, communities involved would have the opportunity to experience connectivity across neighborhoods and cities. The City of Brownsville, in conjunction with the School of Public Health is asking for \$200,000 to create a master plan that would outline interconnected pedestrian and bicycle facilities in Cameron County. These trails would connect cities and different municipalities to one another, thus encouraging bicycle tourism.

This plan will include an emphasis on connectivity, partnerships, ease of access, several options for bicycle facilities both on-street and off-street, a projected timeline of completion for the future projects, and statistics that provide evidence to the health benefits of cycling. The projected timeline for this project is a total of fifteen months from being awarded. Post-award, a standard three months will be used to encourage contracting companies to bid for this project. Once the contractors have been decided upon, the creation of the master plan will begin which will take an estimated twelve months to develop.

[289 characters left of 2000]

7-8

Amount Requested*

\$ 200,000.00

Focus Area*

Please select the focus area that most closely matches your project.

Healthy Lifestyles ▼

Geographic Area*

Cameron County ▼

Secondary Geographic Area

If your organization serves more than one county, please choose from the list below to indicate the secondary area served.

Willacy County ▼

Tertiary Geographic Area

If your organization serves more than one county, please choose from the list below to indicate the tertiary area served.

Hidalgo County ▼

Project Timeline*

Please describe the timeline for your project.

An estimated 15 months will be needed to c

Results*

How will you know if your project achieved its intended goal? Be as specific as possible, using measurable results whenever possible. Results should be numbered, i.e. Result #1, Result #2

Result #1: The Master plan will provide the City of Brownsville and the neighboring communities in Cameron County with a vehicle to commission new and noteworthy projects, to support history, culture and art by providing a system and to promote a dialogue through its content and placement that extends through the entire community.

[2660 characters left of 3000]

Conflict of Interest

The purpose of this statement is to disclose any potential conflict of interest and is being made consistent with the terms of the VBLF Conflict of Interest Policy. Please disclose if you, your organization or your organization's board members have a direct or indirect connection or are engaged in any activities with could be regarded as a potential conflict of interest with VBLF?

No ▼

8-5

Conflict of Interest - Yes

If yes, please describe:

Request Information

Have you previously applied for funding from VBLF?

- Yes
- ☐ No

If yes, when?

Received funding previously from VBLF?

- Yes
- ☐ No

If yes, when?

How did you learn about VBLF?

Word of Mouth

Has someone from your organization attended one of VBLF's Community Funding Forums?

- Yes
- ☐ No

Purpose of Grant*

Please choose the reason for funding from the list below

- Seed/Pilot Funding-innovations/start-up funding
- ☐ Project/Program Support-specific project or program within your org
- Capacity Building-creating more, higher quality and/or more sustainable services
- Capital-small capital (equipment, buildings, vehicles, etc)
- General Operating Support-day to day costs of running your org

8-6

Information about your Organization

Organizational History*

Please describe, briefly, how your organization was formed and include the evolution of the work you are now doing.

The City of Brownsville's history begins with the construction of a military fort on the brink of the Mexican-American War in 1845. The first battle occurred in May of 1848 when General Zachary Taylor rushed to provide aid during a siege of the fort. In honor of the deceased commander of the fort, Taylor renamed it Fort Brown. It was not until late 1848 that Charles Stillman established the City of Brownsville and set up a transport company which was responsible for the population boom of the 1850s. Stillman, along with Samuel Belden and others developed the transportation and trade in Brownsville. Brownsville experienced a second economic and population boom during the Civil War in which the Port of Brownsville was used as a major hub that spurred a host of improvements. By the 1890s, the population was nearing 5,000 and a local newspaper had been established. Eventually, the population and surplus of trade prompted the construction of a railroad as well as the planting of the regions first citrus orchard which continued to support the economy into the next Century. By the 1920s, Brownsville had established itself as the shipping center in the Rio Grande Valley as well as the leading exporter of cotton. With the establishment of universities along the border, and the Texas Southmost University and University of Texas at Brownsville, Brownsville continued to see a gradual improvements with new industries well into the 21st century. Currently, the City of Brownsville is interested in improving the health of residents by providing resources for proactive and preventative health care. This includes the 27.2 (and growing) miles of trails that are sprawled across the City.

[1303 characters left of 3000]

Your Organization's Mission Statement:

The mission of the City of Brownsville is to provide residents with projects that cater to improving the quality of life. The City is dedicated to delivering the highest level of professional, technical, and administrative planning services possible to improve the quality of life of every city resident. Each City department is involved in long-term planning projects, safety, and to provide our customers with efficient and quality municipal services with courtesy and concern.

[521 characters left of 1000]

Describe the community your organization is trying to impact:

With a young, vibrant and fast growing population, an aggressive approach to economic growth, room to expand and a wonderful natural setting, Cameron County is set to be one of the bright stars of the United States economy in the 21st century. A key component of that growth is the quality of living in each of the cities. 21st century residents and the companies they work for are seeking more transportation choices, healthier lifestyles, and a greater connection to the outdoors. They want more compact cities where driving far isn't always required, where one can hop on a bicycle just as easily as one can get in a car. They want easy access to trails and bicycle facilities that take them to where they want to go. And they want to get there in as comfortable a manner as possible, not always having to fight traffic. Brownsville residents, for example, want their city to represent the best qualities of living in this great new century.

[2455 characters left of 3400]

8-7

Staff

How many paid staff members does your organization have? Please indicate in whole numbers.

1200

Volunteers*

How many volunteers regularly help with the operations of your organization? Please use a whole number.

0

Project Overview

For this set of questions, when describing your project (need, goals, successes, etc.), please number or bullet your responses. If funded, you will use this information when reporting results of the project in the progress report.

Need Statement*

What is the need or problem that your organization is addressing? Tell a story that illustrates the impact of your proposal.

The motive for this program is to encourage the local community to be more physically active by riding bicycles and walking. Lack of physical activity is associated with many negative consequences including overweight, obesity, and various chronic diseases. The lack of physical activity is associated with 34.9% of US Americans being obese. The US Department of Health and Human Services recommends that adults complete 150 minutes of moderate-intensity activity or 75 minutes of vigorous-intensity activity per week, yet more than one-third of all adults do not meet these recommendations. Recent research shows that inadequate physical activity is associated with 11% of healthcare expenditures across health conditions, demonstrating the importance of directly increasing physical activity. This project will expand evidence based strategies to promote physical activity in the South Texas community beginning in Brownsville, Cameron County. Currently, nearly 67% of residents do not meet physical activity guidelines, 80% are obese or overweight, and 31% have diabetes. The focus of our project is to engage communities in a planning process to promote active transport and economic development across cities and towns in Cameron County.

[254 characters left of 1500]

Target Population*

Describe in detail the population your organization is assisting. Include details regarding: *number of people served, *area of service, *age, gender or ethnicity specifications if this is unique to the project.

This project will reach the 417,276 residents of Cameron County, Texas. Forty percent of all families live below the federal poverty line, twice the rate for Texas. Unemployment is 17%. The Brownsville metropolitan statistical area is the poorest metropolitan statistical area country. The proposed project is designed to create impact across all of Cameron County, Texas. Emphasis will be placed on Brownsville, the largest city in Cameron County.

[50 characters left of 500]

8-8

8-9

Goal(s)*

What is expected to happen or be different as a result of the project? List multiple goals if appropriate, short and long term. Please number your goals (1., 2., 3., etc.)

1. The selected firm that will be contracted to develop the Cameron County In Motion Active Transport Master Plan will gather stakeholder and public input for the creation of the master plan. Cameron County In Motion Active Transport Master Plan will generate a set of goals and objectives that will provide direction and incentive for cultural engagement in our city.
2. The Master Plan will evolve with the development and policy changes of the community, and will guide both day-to-day and long-range public cultural decision-making.

[1460 characters left of 2000]

Objectives, Tasks and Timeline*

How will the project work? Be specific in outlining how your tasks will be accomplished

The Master Plan will be completed by December 2015 and it will include four key components. First, it will include the analysis of Cameron County's demographics and the review of local and regional market conditions, including an overview of trends in population and economic growth projections of the area. This will allow the City to better comprehend the composition and leisure pursuits of the communities. Second, the plan will reflect public meetings outcomes and recommendations from experts, stakeholders, cultural organizations and the community. Their input will serve as criteria for evaluating the plan during its development. Third, it will contain a schedule describing a strategic phasing plan that will follow priority and performance period. This should facilitate the assessment and designation of high, mid and low priority projects. Fourth, the Master Plan will establish guidelines for current and future land use, building form, pedestrian circulation, vehicular circulation, parking and natural features. This Master Plan will strengthen the overall vision of the City of Brownsville for neighboring cities without compromising its public space and ecological habitats.

[804 characters left of 2000]

Organizational Ability*

Describe past successes of your organization with similar projects and give an overview of the qualifications of key project staff members

The City of Brownsville has developed over six Master Plans in the past few years that address the needs of the community. For example, the City implemented the Imagine Brownsville Comprehensive Plan, which won the 2009 American Planning Association's Comprehensive Planning award. Other plans include the Downtown Revitalization Plan, the Transportation Enhancement Plan, several consolidated plans, and the 2013 Connecting Brownsville Bicycle and Trail Master Plan. The Brownsville Bicycle and Trail Master Plan has been implemented in many locations throughout the City and several more trails, such as the Southmost Hike and Bike trail, is nearing the beginning of construction.

[818 characters left of 1500]

Sustainability*

If this project is successful, how will it be sustained after the VBLF grant funding is concluded?

Once the Cameron County In Motion Active Transport Master Plan is developed and adopted by Brownsville's City Commission, funding is no longer needed. The City of Brownsville and its partners will search and acquire funds required to begin and sustain the implementation of such plan.

[914 characters left of 1200]

Evaluation*

Please provide which data/information will be collected and how (surveys, test scores, media attention, longitudinal studies, etc.).

The metrics that will be used to evaluate success of the proposed project will be the adoption of the plan by the City Commission of Brownsville. Cameron County In Motion. Active Transport Master Plan will provide the community with a vehicle to commission new and noteworthy projects, to support history, culture and art by providing a system and to promote a dialogue through its content and placement that extends through the entire community. If funding is awarded, quarterly reports and a final report will be required, summarizing success in achieving objectives outlined for the project.

[1405 characters left of 2000]

Attachments Required

Project Budget*

Please use this link to download the [budget worksheet](#). The first step is to save it with a new name. (ex. smithco.budget.xls), then fill it out and upload here when complete. Please save the form in the same format (excel worksheet). If you have any questions, please call our office. Do not substitute information or omit this portion.

[Upload a file](#) [1 MiB allowed]

[Program Budget.xlsx](#) [21.9KiB]

Budget Narrative*

Please include a brief narrative to explain any other funding sources that you have secured for this proposal, and/or funding that you have applied for. You can also expand on particular cost elements if necessary.

The attached budget asks for the costs to develop the Master Plan, which includes the services provided by a planner.

[1383 characters left of 1500]

Board Members*

Please type in the names and positions of all your board members. You may cut and paste from a document into this area as well.

- Mayor- Tony Martinez
- Commissioner At-Large "A"- Estela Chavez Vasquez
- Commissioner At-Large "B"- Rose M. Z. Gowen
- Commissioner District 1- Ricardo Longoria Jr.
- Commissioner District 2- Jessica Tetreau Kalifa
- Commissioner District 3- Deborah Portillo
- Commissioner District 4- John Villarreal

[2695 characters left of 3000]

Letters of Support*

If your proposal includes involvement or collaboration with other organizations, you must attach a letter of support from each one. The letter(s) must state that they understand the nature of the project, timeline and goals and must be signed by the Executive Director.

[Upload a file](#) [2 MiB allowed]

[LOS Binder 1.pdf](#) [1.6MiB]

8-10

IRS 501c3 Designation Letter*

Please upload a copy.

[Upload a file](#) [1 MiB allowed]

[The City of Brownsville is a government entity.docx](#) [84.9KiB]

Financial Statements*

Please click on the link to download the [Financial Summary Worksheet](#), save it with a new name, fill it out and then upload here. Please save it in the same format (excel worksheet). In addition, please also upload the most recent copy of your audited financial statements. If not available or the audited version is more than 2 years old, include your most recent internal financial statement. Please do not substitute one for the other. If you have any questions, call our office.

[Upload a file](#) [15 MiB allowed]

[2013 CAFR \(1\).pdf](#) [9.7MiB]

Annual Report or Other Documents

Please attach your organization's annual report, if available. If you have other documents that are pertinent to this request, you may also attach here.

[Upload a file](#) [6 MiB allowed]

[Financial Summary \(1\).xlsx](#) [23.0KiB]

[Grant Management Software](#)

provided by  **FOUNDANT**
technologies

11-8

**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM**

MEETING DATE: April 15, 2015

NAME & TITLE: Darla A. Jones, Assistant City Manager

DEPARTMENT: City Manager's Office

ITEM

Discussion and action to award contract for sidewalk improvements on North Padre Blvd from Convention Centre to the Birding and Nature Center and related budget amendment, as necessary.

ITEM BACKGROUND

Staff added this in as a part of Phase 3 of the Convention Centre Renovation Project. It includes approximately 1280 linear feet of sidewalk, associated drainage and driveway crossings going from the north edge of the Convention Centre property, connecting in with the existing sidewalk at the Birding and Nature Center. Our Public Works Director, Armando Gutierrez, designed the sidewalks and appurtenances and prepared the plans.

The bids were broken down as to the source of funds and two add alternates were included to allow the City Council discretion on the width of the sidewalk. The base bid includes a 6' sidewalk and normal-sized concrete drive-overs where existing driveways are. The Alternates include increasing the sidewalk width to 8 feet and thus also increasing the drive-overs from 10 to 12 feet in width.

SpawGlass, the Construction Manager at Risk for the Convention Centre Renovation Project, advertised for bids on March 22 and 29 and received bids on April 6 at 2pm. A spreadsheet showing the bidders, base bids and alternates is attached for your reference.

BUDGET/FINANCIAL SUMMARY

Although this was not included in the Guaranteed Maximum Price (GMP), we can proceed as if this is a change order because SpawGlass has a subcontract in place with L & G Concrete. They will be covered under SpawGlass' bonds.

The portion of the project in front of the Convention Centre property can be paid for with GMP funds. The other portion should come from the General Fund.

SpawGlass, because of the Construction Manager at Risk method, will be adding \$3,928, which we can incorporate into the Convention Centre cost. This is to cover their general overhead, trash, temporary fencing, bid notice advertising costs, etc...

The final budget figures will depend on the action taken by the City Council in regards to the Alternates.

Convention Centre Funds <u>without</u> Alternates:	\$33,045 (L & G plus SpawGlass overhead)
General Fund <u>without</u> Alternates:	\$25,151 (L & G only)
Grand Total without Alternates:	\$58,196

Convention Centre Funds <u>with</u> Alternates:	\$41,907 (L & G, alternate, plus SpawGlass overhead)
General Fund <u>with</u> Alternates:	\$30,395 (L & G plus alternate)
Grand Total with Alternates:	\$72,302

The portion pertaining to the General Fund, will be paid with General Fund excess reserves. The current level of excess reserves is \$205,000.

For the General Fund portion, increase line item 01-543-1009 by the amount of the alternative chosen.

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal:	YES: _____	NO: _____
Approved by Legal:	YES: _____	NO: _____

Comments:

RECOMMENDATIONS/COMMENTS



Topsheet: Base Bid

\$ 58,196 As-Bid

\$7.27 /SF

Name: SPI Convention Center Phase III
Location: South Padre Island
Bid Date: April 6, 2015
Lead Estimator: Daniel Lerma

Project #: 3013037
Type: Remodel
Gross Area (SF): 8,000
Duration (Mos): 2.0

Spec. Section	Description	Labor (w/ Burden)	Material (w/out Tax)	Subcontract	Total	Cost Per SF	Percent of Total Cost	Anticipated Sub or Vendor / Comments
Division 01:	General Requirements				-	-	0.00%	
	Owners Contingency Allowances				-	-	0.00%	
	Contractors Contingency Allowance				-	-	0.00%	
	Existing Conditions Allowance				-	-	0.00%	
	Bid Advertisement			428	428	0.05	0.74%	
	Temporary Facility and Controls				-	-	0.00%	
	Traffic Control				-	-	0.00%	
	Construction Waste Management			1,000	1,000	0.13	1.72%	SG
	Project Sign				-	-	0.00%	
	Temporary Fencing	800	1,200		2,000	0.25	3.44%	SG
	Dumpster				-	-	0.00%	
	Clean up	500			500	0.06	0.86%	SG
	Lay Out and Dimension Control (Drainage)				-	-	0.00%	
	Final Clean by Area (Drainage)				-	-	0.00%	
	Lay Out and Dimension Control (Lighting)				-	-	0.00%	
	Erosion Control & Maintenance (Plan not included)				-	-	0.00%	Not Required
	Final Clean by Area (Lighting)				-	-	0.00%	
	Division 01: \$	3,928			-	-	0.00%	
Division 02:	Existing Conditions				-	-	0.00%	
					-	-	0.00%	
	Remove Existing Driveways				-	-	0.00%	Included on L&G Price
					-	-	0.00%	
					-	-	0.00%	
	Division 02: \$	-			-	-	0.00%	
Division 03:	Concrete				-	-	0.00%	
					-	-	0.00%	
	Excavation, Compaction & Sand Bed				-	-	0.00%	
	Sidewalks			54,268	54,268	6.78	93.25%	L&G Concrete
	Storm Sewer				-	-	0.00%	
	Backfill				-	-	0.00%	
	Final Grading				-	-	0.00%	
					-	-	0.00%	
	Division 03: \$	54,268			-	-	0.00%	
Division 26:	Electrical				-	-	0.00%	
					-	-	0.00%	
					-	-	0.00%	
	Division 26: \$	-			-	-	0.00%	
Division 31:	Earthwork				-	-	0.00%	
					-	-	0.00%	
					-	-	0.00%	

City of South Padre Island
Convention Centre Renovation Project
Phase 3

	<u>Convention Centre:</u>	<u>South to BNC:</u>	
<u>L & G Concrete **</u>	\$ 29,117.00	\$ 25,151.00	
Alternates:	\$ 8,862.00	\$ 5,244.00	
	\$ 37,979.00	\$ 30,395.00	
		Grand Total without Alternates:	\$ 54,268.00
		Grand Total with Alternates:	\$ 68,374.00

<u>Reconco</u>	\$ 22,831.33	\$ 32,606.06	
Alternates:	\$ 9,240.00	\$ 5,512.50	
		Grand Total without Alternates:	\$ 55,437.39
		Grand Total with Alternates:	\$ 70,189.89

Tri-Gen Construction	\$ 52,840.00	\$ 45,283.00	
Alternates:	\$ 12,989.00	\$ 1,366.00	
		Grand Total without Alternates:	\$ 98,123.00
		Grand Total with Alternates:	\$ 112,478.00

** - Apparent Low Bidder

Spec. Section	Description	Labor (w/ Burden)	Material (w/out Tax)	Subcontract	Total	Cost Per SF	Percent of Total Cost	Anticipated Sub or Vendor / Comments
Division 31: \$	-				-	-	0.00%	
Division 32: Exterior Improvements					-	-	0.00%	
					-	-	0.00%	
					-	-	0.00%	
					-	-	0.00%	
Division 32: \$	-				-	-	0.00%	
Division 33: Utilities					-	-	0.00%	
					-	-	0.00%	
					-	-	0.00%	
					-	-	0.00%	
Division 33: \$	-				-	-	0.00%	
					-	-	0.00%	
Subtotal:		1,300	1,200	55,696	58,196	7.27	100.00%	OK
General Conditions:		-	-	-	-	-	0.00%	
Hoisting & Vertical Transportation:		-	-	-	-	-	0.00%	
Gen. Cond. / Hoist. & Vert. Trans.: \$	-				-	-	0.00%	
Subtotal:		1,300	1,200	55,696	58,196	7.27	100.00%	OK
Sales Tax On Mat. (Excl. GCs / H. & V.T.):	0.000%	Rate Based on "Project Setup" Answers			-	-	0.00%	
Subtotal:					58,196	7.27	100.00%	
Builder's Risk Insurance:		Calculated from "Builder's Risk" Worksheet -->			-	-	0.00%	
General Liability Insurance:	0.760%	Rate Based on "Project Setup" Answers			-	-	0.00%	
Sub Bonds:	0.00%	Calculated from Sub Bond Calculator at Far Right			-	-	0.00%	
P & P Bonds:		Calculated from "P & P Bonds" Worksheet -->			-	-	0.00%	
Subtotal:					58,196	7.27	100.00%	
Warranty:	0.25%	Fixed Rate			-	-	0.00%	
Contingency:	0.00%	Input Percentage Here			-	-	0.00%	In General Requirements
Building Permit:		Input \$ Amount Here			-	-	0.00%	By City of SPI
Subtotal:					58,196	7.27	100.00%	
Overhead & Profit:	0.00%	Input Percentage Here			-	-	0.00%	
Subtotal:					58,196	7.27	100.00%	
Remodel Tax:	0.000%	Rate Based on "Project Setup" Answers			-	-	0.00%	Tax Exempt
Total:					58,196	7.27	100.00%	Check = 100%

Markup (NOT Including GCs):	0.00%	Add / Cut:	-
Markup (Including GCs):	0.00%	Adjustment:	-
		Grand Total:	\$ 58,196 \$7.27 /SF

Alternate Number 001 (8' Wide Sidewalk at Section One)

TOTAL \$ 8,862

Alternate Number 002 (8' Wide Sidewalk at Section Two)

TOTAL \$ 5,244

Grand Total with Alternates \$ 72,302

9-5

L + G Concrete

Handwritten signature

Item	Description	Qty	Unit	Unit Price	Extended Cost
Section 1 Across Convention Property					
	6 Ft. sidewalk complete in place	738.5	LF	\$24.00	\$17,724.00
	5 Ft. sidewalk complete in place	276	SF	\$4.00	\$1,104.00
	Tie in to existing sidewalk	1	EA	\$75.00	\$75.00
	5 Ft. ADA Ramp complete in place	1	EA	\$200.00	\$200.00
	6 Ft. ADA Ramp complete in place	2	EA	\$250.00	\$500.00
	Water Valve cover adjustment	1	EA	\$100.00	\$100.00
	Site Clearing and preparation (incl sand bed)	1	LS	\$9,414.00	\$9,414.00
	Section 1 Subtotal				\$29,117.00
Section 2 Across County Property					
	6 Ft. sidewalk complete in place	261.5	LF	\$24.00	\$6,276.00
	6 Ft. sidewalk complete in place	1053	SF	\$4.00	\$4,212.00
	8 Ft. sidewalk complete in place	179	SF	\$4.00	\$716.00
	18" RCP complete in place	24	LF	\$50.00	\$1,200.00
	Safety end Treatment	2	EA	\$500.00	\$1,000.00
	10'x7" Drive over	30	LF	\$50.00	\$1,500.00
	10'x6" Drive over	523	SF	\$5.00	\$2,615.00
	8' ADA Ramps complete in place	1	EA	\$200.00	\$200.00
	Removal of landscape	8	SF	\$5.00	\$40.00
	Removal of asphalt	179	SF	\$10.00	\$1,790.00
	Site Clearing and preparation (incl sand bed)	1	LS	\$5,602.00	\$5,602.00
	Section 2 Subtotal				\$25,151.00
	Grand total				\$54,268.00
Alt #1	Sec 1-Increase 6ft width sidewalk to 8ft to include 2 ramps from 6 to 8ft width complete in place	1	LS	\$8,862.00	\$8,862.00
Alt #2	Sec 2-Increase 6ft width sidewalk to 8ft to include drive-overs from 10 to 12ft width complete in place	1	LS	\$5,244.00	\$5,244.00

Sidewalks to include sand bedding and compacted subgrade

RCP to include sand bedding and backfill material

Ramps to include curbcuts complete in place

*Daylight Savings
 Time Setting*



**Reconco Commercial &
 Oilfield Construction**
 3112 Quail Ct
 McAllen, Texas 78504
 Phone: 956-600-7335

BID PROPOSAL FOR

Job: So Padre Island Convention Ctr
 Improvements Phase III

Date: 4/6/2015

Item	Description	Qty	Unit	Unit Price	Extended Cost
Section 1 Across Convention Centre Property					
	6 ft. Sidewalk complete in place	738.5	LF	20.21	14,926.93
	5 ft. Sidewalk Complete in Place	276	SF	3.15	869.40
	Tie into Existing Sidewalk	1	EA	472.50	472.50
	5 Ft. ADA Ramp Complete in Place	1	EA	472.50	472.50
	6 Ft. ADA Ramp Complete in Place	2	EA	577.50	1,155.00
	Water Valve Cover Adjustment	1	EA	210.00	210.00
	Site Clearing and Preparation	1	LS	4,725.00	4,725.00
Section 1 Subtotal					22,831.33
Section 2 Across County Property					
	6 Ft. Sidewalk Complete in Place	261.5	LF	20.79	5,178.69
	6 Ft. Sidewalk Complete in Place	1053	SF	3.15	3,316.95
	8 Ft. Sidewalk Complete in Place	179	SF	4.41	789.39
	12" RCP Complete in Place	24	LF	267.75	6,426.00
	Headwall Complete in Place	2	EA	1,207.50	2,415.00
	10'x7" Drive over	30	LF	57.75	1,732.50
	10'x6" Drive over	523	SF	5.25	2,745.75
	8' ADA Ramps Complete in Place	1	EA	420.00	420.00
	Removal of Landscape	8	SF	13.65	109.20
	Removal of Asphalt	179	SF	8.93	1,597.58
	Site Clearing and Preparation	1	LS	7,875.00	7,875.00
Section 2 Subtotal					32,606.06
Grand Total					55,437.39
Alt #1	Sec 1 - Increase 6ft width sidewalk to 8ft to include 2 ramps from 6 to 8 ft width complete in place	1	LS	9,240.00	9,240.00
Alt #2	Sec 2 - Increase 6ft width sidewalk to 8ft to include drive-overs from 10 to 12 ft width complete in place	1	LS	5,512.50	5,512.50

Sidewalks to include sand bedding and compacted subgrade

RCP to include sand bedding and backfill material

Ramps to include curbs complete in place

9-7

Tri-Gen Construction, LLC

Item	Description	Qty	Unit	Unit Price	Extended Cost
Section 1 Across Convention Centre Property					
	6 Ft. sidewalk complete in place	738.5	LF	8.80	38,966
	5 Ft. sidewalk complete in place	276	SF	8.80	11,040
	Tie in to existing sidewalk	1	EA	-	500
	5 Ft. ADA Ramp complete in place	1	EA	8.59	524
	6 Ft. ADA Ramp complete in place	2	EA	6.20	600
	Water Valve cover adjustment	1	EA	-	400
	Site Clearing and preparation	1	LS	283/DAY	850
	Section 1 Subtotal				52,840
Section 2 Across County Property					
	6 Ft. sidewalk complete in place	261.5	LF	8.80	13,780
	6 Ft. sidewalk complete in place	1053	SF	8.80	9,267
	8 Ft. sidewalk complete in place	179	SF	8.80	1,576
	30" RCP complete in place	24	LF	58.34	1,400
	Headwall complete in place	2	EA	-	3,000
	10'x7" Drive over	30	LF	10	700
	10'x6" Drive over	523	SF	10	600
	8' ADA Ramps complete in place	1	EA	11.73	750
	Removal of landscape	8	SF	30/DAY	400
	Removal of asphalt	179	SF	20/DAY	750
	Site Clearing and preparation	1	LS	130/DAY	13,060
	Section 2 Subtotal				45,283
	Grand total				98,123
Alt #1	Sec 1-Increase 6ft width sidewalk to 8ft to include 2 ramps from 6 to 8ft width complete in place	1	LS	8.80	12,989
				(deducting from Section 1 above)	
Alt #2	Sec 2-Increase 6ft width sidewalk to 8ft to include drive-overs from 10 to 12ft width complete in place	1	LS	16.27	1,366

Sidewalks to include sand bedding and compacted subgrade
 RCP to include sand bedding and backfill material
 Ramps to include curbs complete in place

Revised per
 st price

Tri-Gen Construction
 (956) 447.1048 office
 (956) 292.1765 cell

9-8

**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM**

MEETING DATE: April 15, 2014

NAME & TITLE: Sungman Kim, Director

DEPARTMENT: Development Services

ITEM

Discussion and action to authorize the City Manager to enter into an agreement with Texas Parks and Wildlife Commission (TPWC) regarding the Local Parks Outdoor Grant awarded on January 22, 2015.

ITEM BACKGROUND

On November 20, 2013, the City Council adopted the Parks & Open Space Master Plan through Resolution No. 2013-25. Since then, through multiple public hearings, the City prepared for the TPWD's Local Parks Outdoor Grant to develop the City's first public community park.

The application process started on May 9, 2014 and completed on August 28, 2014. After the grant award on January 22, 2015, Mr. Zack Thomas, TPWD Local Park Grants Coordinator, visited the City on February 17, 2015 and provided practical information the City need to go through.

On March 6, 2015, the City adopted Resolution No. 2015-08 designating a 0.95-acre western portion of the tract located western part of Lot 2 Blk 1 Villas Doce Subdivision (Replat Cab 1 Slot 2214-A CCMR) for the first public (community) park.

Other requirements of TPWD such as (1) registration to Texas Department of Licensing and Regulation (TDLR) for ADA compliance was done by Council Member Sam Listi earlier on June 18, 2014; (2) property appraisal report was prepared by William P. Swantner, MAI, CGA; and (3) Texas Commission on Environmental Quality (TCEQ) Stormwater permit has been prepared by the city staff.

In result, TPWD issued the City an agreement regarding the Local Parks Outdoor Grant and further the development of the park.

COMPREHENSIVE PLAN GOAL

GOAL 2: While utilizing nature-based recreational and tourism opportunities, the City shall also enhance the opportunities by providing trails, parks, plazas, and other recreational facilities and programs.

Objective 2.1: The City should identify, and serve, current and future park and recreation needs through an integrated park system that provides adequate park land concurrent with new developments, and a system of trails and pathways connecting key destinations across the Island.

Policy 2.1.1: The City should acquire neighborhood parklands within identified deficiency areas and community parklands around the northern city limits by dedication or fee simple purchase

Objective 2.2: The City should provide parks to meet the needs and desires of residents.

LEGAL REVIEW

Sent to Legal:	YES: _____	NO: _____
Approved by Legal:	YES: _____	NO: _____

Comments:

RECOMMENDATIONS/COMMENTS

Staff recommends the City Council grant the City Manager an authority to enter into an agreement with Texas Parks and Wildlife Commission (TPWC).



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April 6, 2015

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Beeville

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Chairman-Emeritus
Fort Worth

Carter P. Smith
Executive Director

William DiLibero
City Manager of South Padre Island
4601 Padre Boulevard
South Padre Island, TX 78597

Re: South Padre Island City Park
50-000459

Dear Mr. DiLibero:

On **January 22, 2015**, the Texas Parks and Wildlife Commission approved the Non-Urban Outdoor grant proposal for South Padre Island City Park through the Texas Recreation and Parks Account.

Please print, sign, and upload the attached grant agreement documents under the assigned task in RGO. Once we have received the grant agreement, the required pre-construction tasks will appear. It is imperative that you do not start construction on your project without a "Notice to Proceed" from TPWD.

For additional information you can find the "Instructions for Approved Projects" manual under the *Resources* tab in RGO. We have also attached comments to this packet from the resource review conducted on your application.

If planning a groundbreaking or park dedication ceremony please let us know ASAP so we can get it on our calendar. We would also like to encourage you to notify your state and local officials.

I will be your project coordinator and can be reached at 512-389-8862 or at zack.thomas@tpwd.texas.gov I look forward to working with you on the successful completion of this project.

Sincerely,

Zack Thomas
Grants Coordinator
Local Park Grants Program
Recreation Grants Branch

TEXAS PARKS AND WILDLIFE

Recreation Grants Branch

To assist you in accepting your recently approved grant, please note the list of documents that require the signature of the official point of contact, originally identified in the resolution submitted with the grant application.

After ensuring all documents have been signed, scan only the signed documents and upload them as a single document under the assigned task in RGO (tpwd-recgrants.fluidreview.com).

- ☐ Project Agreement
- ☐ General Provisions
- ☐ Certificate of Land Dedication
- ☐ Summary of Guidelines
- ☐ Project Boundary Map

Please contact your TPWD Project Coordinator if you have any questions regarding these documents.

TEXAS PARKS AND WILDLIFE DEPARTMENT
LOCAL PARK GRANT PROGRAM – PROJECT AGREEMENT

Project Sponsor and Name: South Padre Island City Park

Project Number: 50-000459

Project Period: TPWD Approval Date to January 31, 2018

Total Project Cost: \$ 800,000.00

Approved State Funds: \$ 400,000.00

* * *

PROJECT DESCRIPTION (SCOPE):

The City of South Padre Island will dedicate 0.9 acres of publicly-owned non-parkland to develop South Padre Island City Park to include: Site work, two playgrounds, basketball court, pump house, and a restroom.

South Padre Island City Park is located in between Villa Doce Drive and East Sunset Drive.

For and in consideration of the mutual covenants and benefits hereof, the Texas Parks and Wildlife Department ("Department") and the "Sponsor" hereby contract with respect to the above described project as follows:

1. The Sponsor is obligated to adhere to all requirements established for the Local Park Grant Program including program guidelines set out at 31 TAC Sec. 61.132-61.137.
2. No work on the project by the Sponsor shall commence until written notice to proceed has been received from the Department.
3. The Sponsor shall furnish the Department an annual report every August 1st for a period of five years following the project completion, providing to the satisfaction of the Department information regarding present and anticipated use and development of the project site.
4. The Sponsor shall install and maintain at the project site a permanent fund acknowledgment sign as prescribed by the Department.
5. All utilities at the project site shall be underground and approved by the Department.
6. The General Provisions dated February 2008 attached hereto are hereby made part of this agreement.
7. The Summary of Guidelines for Administration of Local Park Grant Program or LWCF Acquisition and Development Projects dated January 2008 attached hereto is hereby made part of this agreement.
8. The original application and supplemental documentation submitted by the sponsor are hereby made part of this agreement.
9. The Agreement is effective upon execution by the Department.

* * *

TEXAS PARKS AND WILDLIFE DEPARTMENT

by 

Tim Hogsett, Director, Recreation Grants Branch
Name and Title

4-16-15
TPWD Approval Date

☒ SAM Date N/A ZT 4/1/15

CITY OF SOUTH PADRE ISLAND

Political Subdivision (Sponsor)

by _____

William DiLibero, City Manager
Name and Title

TEXAS RECREATION & PARKS ACCOUNT
GENERAL PROVISIONS-Continued

B. Project Application

1. The application for state assistance bearing the same project name as the agreement and associated documents is by this reference made a part of the agreement.
2. The sponsor possesses legal authority to apply for the grant and to finance and construct the proposed facilities. A resolution or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the sponsor to act in connection with the application and to provide such additional information as may be required.
3. The sponsor has the ability and intention to finance the non-State share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

C. Project Execution

1. The project period shall begin with the date of approval by the Parks and Wildlife Commission and shall terminate at the end of the stated or amended project period unless the project is completed or terminated sooner, in which event the project period shall end on the date of completion or termination.
2. The sponsor will cause work on the project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the project will be prosecuted to completion with reasonable diligence.
3. The sponsor will require the facility to be designed to comply with the minimum requirements for accessibility for the handicapped in conformance with the Texas Architectural Barriers Act (Article 9102 - Texas Civil Statutes), and the Americans with Disabilities Act of 1990 (PL 101-336). The sponsor will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
4. The sponsor shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all Federal, State, and local laws and regulations.
5. In the event the project covered by the project agreement cannot be completed in accordance with the plans and specifications for the project, the sponsor shall bring the project to the point of recreational usefulness agreed upon by the sponsor and the Department.
6. The sponsor will provide for and maintain competent and adequate architectural and engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications.
7. The sponsor shall furnish quarterly progress status reports to the Department beginning with the date of Parks & Wildlife Commission approval.
8. The sponsor will comply with the provisions of: Executive order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution; Executive Order 11990, relating to the protection of wetlands; and the Flood Disaster Protection Act of 1973 (P.L. 93-234) 87 Stat. 975.
9. The sponsor will assist the Department in its compliance with the Texas Antiquities Code (Revised 9/1/87) by
 - (a) consulting with the Texas Antiquities Committee on the conduct of investigations, as necessary, to identify properties listed or eligible for listing as State Archeological Landmarks, and to notify the Department of the existence of any such properties, and by
 - (b) complying with all requirements established by the Department to avoid or mitigate adverse effects upon such properties.

D. Construction

Construction by the sponsor shall meet the following requirements:

1. Contracts for construction must be in compliance with the Local Government Code (<http://lo2.lc.state.tx.us/statutes/lq.toc.htm>) Chapter 252 (for municipalities), Chapter 262 (for counties), and Chapter 375 (for municipal utility districts). Copies of all advertisements, bids and a copy of the contract shall be provided to the Department.
2. The sponsor shall inform all bidders on contracts for construction that program funds are being used to assist in construction.
3. Written change orders shall be issued for all necessary changes in the facility being constructed. Such change orders shall be submitted to the Department for review and, if approved, shall be made a part of the project file and should be kept available for audit.
4. The sponsor shall incorporate, or cause to be incorporated, into all construction contracts the following provisions:

TEXAS RECREATION & PARKS ACCOUNT
GENERAL PROVISIONS-Continued

During the performance of this contract, the contractor agrees as follows:

- (a) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, gender, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, gender or national origin.
- (b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin.
- (c) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246, as amended (3 CFR 169 (1974), and shall post copies of notices in conspicuous places available to employees and applicants for employment.
- (d) The contractor will comply with all provisions of Executive Order No. 11246, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.
- (e) The contractor will furnish all information and reports required by Executive Order No. 11246, as amended, and by the rules, regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (f) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246, as amended, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.
- (g) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contract will take such action with respect to any subcontract or purchase order as the contracting agency may direct as means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

E. Conflict of interests

- 1. No official or employee of the State or local government who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract or subcontract in connection with this project shall have any financial or other personal interest in any such contract.
- 2. No person performing services for the State or local government in connection with this project shall have a financial or other personal interest other than his employment or retention by the State or local government, in any contract or subcontract in connection with this project. No officer or employee of such interest is openly disclosed upon the public records of the State, and such officer, employee or person has not participated in the acquisition for or on behalf of the Participant.

F. Project Costs

Project costs eligible for assistance shall be determined upon the basis of the criteria set forth by the Manual.

G. Project Administration

The sponsor shall promptly submit such reports and documentation as the Department may request.

H. Retention and Custodial Requirements for Records

- 1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained for a period of three years after final payment; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
- 2. The retention period starts from the date of the final expenditures report for the project.
- 3. Microfilm copies are authorized in lieu of original records.

TEXAS RECREATION & PARKS ACCOUNT
GENERAL PROVISIONS-Continued

4. The Department, State Comptroller of Public Accounts, State Auditors Office, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the sponsor which are pertinent to a specific project for the purpose of making audits, examinations, excerpts and transcripts.

I. Project Termination

1. The Department may temporarily suspend program assistance under the project pending corrective action by the sponsor or pending a decision to terminate the grant by the Department.
2. The sponsor may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the sponsor only by mutual agreement with the Department.
3. The Department may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the sponsor has failed to comply with the conditions of the grant. The Department will promptly notify the sponsor in writing of the determination and the reasons for termination, together with the effective date. Payments made to the sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Department or sponsor may terminate grants in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portions to be terminated. The sponsor shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The Department may allow full credit to the sponsor for the State share of the non-cancelable obligations, properly incurred by the sponsor, pending written receipt of the determination and the reasons for termination, together with the effective date. Payments made to the sponsor or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the sponsor and the Department, or that all funds provided by the Department be returned.

J. Noncompliance

In the event that the sponsor does not comply with provisions as set forth in the grant project agreement and the Manual regarding both active project compliance and compliance at previously assisted grant sites, the following actions may be taken:

1. The Department may withhold payment to the sponsor;
2. The Department may withhold action on pending projects proposed by the sponsor;
3. If the above actions do not achieve program compliance, the Department may involve the State Attorney General's Office, pursuant to Section 24 of the Parks & Wildlife Code.

* * * * *

I have read the General Provisions and understand that the project sponsor which I represent will be responsible for compliance with the above conditions as a result of the receipt of grant assistance from the Texas Recreation & Parks Account Program. It is also understood that the General Provisions are part of the grant project agreement.

Project Name and Number: SOUTH PADRE ISLAND City Park, Project Number 50-000459

Signature of Official Authorized in Resolution

WILLIAM DILIBERO, CITY MANAGER
Name and Title

Date

10-8

TEXAS PARKS AND WILDLIFE DEPARTMENT
CERTIFICATE OF LAND DEDICATION FOR PARK USE
TEXAS RECREATION AND PARKS ACCOUNT PROGRAM

This is to certify that a permanent record shall be kept in the **CITY OF SOUTH PADRE ISLAND** public property records and be made available for public inspection to the effect that the property described in the scope of the Project Agreement for **SOUTH PADRE ISLAND City Park, Project Number 50-000459**, and the dated project boundary map made part of that Agreement, has been acquired or developed with Texas Recreation and Parks Account assistance and that it cannot be converted to other than public recreation use without the written approval of the Texas Parks and Wildlife Department.

CITY OF SOUTH PADRE ISLAND

Political Subdivision

By _____

William DiLibero, City Manager

Name and Title

Date

10-9

SUMMARY OF GUIDELINES
FOR ADMINISTRATION OF LOCAL PARK GRANT PROGRAM PROJECTS
(Revised January 2008)

The Texas Parks & Wildlife Commission, by authority of Chapters 13 and 24 of the Parks & Wildlife Code, has adopted Guidelines for Administration of Grant Acquisition and Development Projects, to read as follows:

It is the Commission's policy that the Department shall administer local projects in accord with the following guidelines, with interpretation of intent to be made to provide the greatest number of public recreational opportunities for citizens of Texas.

Approved projects shall be pursued in a timely manner by the sponsor, unless delays result from extraordinary circumstances beyond the sponsor's control. Failure to meet the following time frames may be grounds for the Department to initiate cancellation of the affected project in order to recommend reallocation of available funds to other projects, or to deny requests for additional grant funds for new projects:

ACTIVITY	TIME FRAME
Commission Approval	Begin 3-year project period (4-year max)
Grant Agreement Execution (Department & Sponsor)	As soon as possible after Commission approval
Pending Documentation such as: <ul style="list-style-type: none">• U.S. Army Corps of Engineers 404• TCEQ Permits• Environmental Resources Survey• THC Cultural Resources Survey and Clearance• TPWD Biological Consultations• ROW Abandonment• Lease/Joint-Use Agreement Execution, etc.	Within 6 months of grant agreement date
Quarterly Status Reports (beginning with Commission approval)	On or before January 15 th , April 15 th , July 15 th and October 15 th
Appraisal Submission	As soon as possible after grant agreement date
Appraisal Approval	Within 6 months of appraisal submission
Land Acquisition	As soon as possible after appraisal approval
Construction Plan Submission	Within 6 months of land acquisition for projects involving acquisition, or Within 6 months of grant agreement date for development only projects.
Periodic Reimbursement Billings	Every 90 days <u>if possible</u> (minimum \$10,000 request)
Project Completion and Grant Close-Out	Within 3 years after Commission approval (but in no case after the 4 th fiscal year)

10-10

SUMMARY OF GUIDELINES (Continued)

The following criteria will be used to determine sponsor eligibility for additional funding:

- Funding history and previous performance
- All previously completed Department sponsored grant projects must be in compliance with all the terms of the Project Agreement under which they received assistance and all program guidelines; and
- For active grants, all required project documentation (such as appraisals, construction plans, quarterly status reports, and reimbursement requests) must be complete and have been received on schedule, if due; and
- All active projects which are at least two years old must be reimbursed for a minimum fifty percent of the approved grant amount; and
- The total of approved grant funds which have not been reimbursed may not exceed \$2 million for all active grant projects.

A grantee may also be considered to be "high risk" based on financial stability or non conforming management standards, requiring additional special conditions and restrictions as determined by grant management standards.

FAILURE TO MEET ANY ONE OF THE ABOVE CRITERIA MAY BE GROUNDS FOR DENYING NEW GRANT FUNDS. ASSESSMENT OF THE ABOVE CRITERIA IN CONJUNCTION WITH REQUESTS FOR NEW GRANTS WILL BE MADE PRIOR TO SUBMISSION OF FUNDING RECOMMENDATIONS TO THE PARKS AND WILDLIFE COMMISSION.

* * * * *

I have read the "Summary of Guidelines for Administration of Local Park Grant Program Projects" and understand that the project sponsor, which I represent, will be responsible for compliance with the above conditions as a result of the receipt of grant assistance from the Local Park Grants Program. It is also understood that the "Summary of Guidelines for Administration of Local Park Grant Projects" is part of the grant Project Agreement.

Signature of Official Authorized In Resolution

Date

William DiLibero, City Manager
Name and Title

South Padre Island City Park-50-459

Project Name and Number

10-11

BUDGET SUMMARY

PROJECT: SOUTH PADRE ISLAND City Park
PROJECT NUMBER: 50-000459

REIMBURSEMENT REQUEST NO.

PERIOD COVERED:

1. PROFESSIONAL SERVICES

Construction Plans & Specifications
 Limited to 12% of Construction Elements

ESTIMATE	COMPLETED LAST REQUEST	COMPLETED THIS PERIOD	TOTAL COMPLETE
\$ 0.00			

2. CONSTRUCTION ELEMENTS

1. Restroom
2. Pump house
3. Basketball court
4. Playgrounds (2)

\$ 82,920.00			
\$ 50,000.00			
\$ 117,080.00			
\$ 150,000.00			
\$			
\$ 400,000.00			
\$ 0.00			
\$ 400,000.00			

Construction Cost
 Less Retainage
TOTAL CONSTRUCTION

3. LAND ACQUISITION

0.95 acres of publicly-owned non-parkland

\$ 400,000.00			
\$ 400,000.00			

TOTAL ACQUISITION

TOTAL PROJECT COST

\$ 800,000.00			
---------------	--	--	--

MATCH: \$400,000.00

0%

10-13

[illegible]

1 = Negotiated Purchase; 2 = Eminent Domain/Condemnation; 3 = Donation; 1-3 Partial Donation or Bargain Sale; 4 = Sponsor or Publicly Owned Non-Parkland



November 13, 2014

NOV 18 2014

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S. Reed Morlan
Houston

Dick Scott
Wimberley

Lee M. Bass
Chairman-Emeritus
Fort Worth

Carter P. Smith
Executive Director

Mr. Mark Wolfe
State Historic Preservation Officer
Texas Historical Commission
108 W. 16th Street
Austin, Texas 78701

Re: Review of Local Park Grant Applications

Dear Mr. Wolfe:

The Texas Parks & Wildlife Department, Recreation Grants Branch administers the Local Park Grant Programs to assist local units of government with the acquisition and/or development of public recreation areas and facilities throughout the State of Texas. The Program provides 50% matching-fund, reimbursement grants to eligible local governments.

Attached is information regarding the grant applications for which we request your review and comment. These applications will be presented to the TPWD Commission for possible funding on January 21, 2015. This includes Small Community Recreation, Non-Urban Outdoor Recreation, and Urban Outdoor Recreation grant applications.

If at any time you would like an electronic copy of these files, please let us know and we can provide them to you. Feel free to contact me at 512-389-8175 if you need additional information or if you have any questions.

Best regards,

Dana Lagarde
Manager
Local Parks Grants Program

Attachments

ANTIQUITIES CODE OF TEXAS REVIEW NO SURVEY REQUIRED PROJECT MAY PROCEED
by <u>William A. Martin</u>
for Mark Wolfe
Executive Director, THC
Date <u>12/15/14</u>
Track# <u>201502973</u>

10-14

TEXAS HISTORICAL COMMISSION

REQUEST FOR SHPO CONSULTATION:

Section 106 of the National Historic Preservation Act and/or the Antiquities Code of Texas

Please see instructions for completing this form and additional information on Section 106 and Antiquities Code consultation on the Texas Historical Commission website at <http://www.thc.state.tx.us/crm/crmsend.shtml>.

☒ This is a new submission.

☐ This is additional information relating to THC tracking number(s): _____

Project Information

PROJECT NAME CITY OF SOUTH PADRE ISLAND CITY PARK		
PROJECT ADDRESS	PROJECT CITY	PROJECT ZIP CODE(S)
PROJECT COUNTY OR COUNTIES		
PROJECT TYPE (Check all that apply)		
<input type="checkbox"/> Road/Highway Construction or Improvement	<input type="checkbox"/> Repair, Rehabilitation, or Renovation of Structure(s)	
<input checked="" type="checkbox"/> Site Excavation	<input type="checkbox"/> Addition to Existing Structure(s)	
<input checked="" type="checkbox"/> Utilities and Infrastructure	<input type="checkbox"/> Demolition or Relocation of Existing Structure(s)	
<input checked="" type="checkbox"/> New Construction	<input type="checkbox"/> None of these	
BRIEF PROJECT DESCRIPTION: Please explain the project in one or two sentences. More details should be included as an attachment to this form. SEE ATTACHED APPLICATION		

Project Contact Information

PROJECT CONTACT NAME DANA LAGARDE	TITLE MANAGER	ORGANIZATION LOCAL PARK GRANTS/TPWD
ADDRESS 4200 SMITH SCHOOL RD	CITY AUSTIN	STATE TX
PHONE 512-389-8175	EMAIL dana.lagarde@tpwd.texas.gov	ZIP CODE 78744

Federal Involvement (Section 106 of the National Historic Preservation Act)

Does this project involve approval, funding, permit, or license from a federal agency?	
<input type="checkbox"/> Yes (Please complete this section)	<input checked="" type="checkbox"/> No (Skip to next section)
FEDERAL AGENCY	FEDERAL PROGRAM, FUNDING, OR PERMIT TYPE
CONTACT PERSON	PHONE
ADDRESS	EMAIL

State Involvement (Antiquities Code of Texas)

Does this project occur on land or property owned by the State of Texas or a political subdivision of the state?	
<input type="checkbox"/> Yes (Please complete this section)	<input checked="" type="checkbox"/> No (Skip to next section)
CURRENT OR FUTURE OWNER OF THE PUBLIC LAND	
CONTACT PERSON	PHONE
ADDRESS	EMAIL

VER 0811

10-15

OFFICE MEMORANDUM

TO: Zach Thomas
Recreation Grants Program

FROM: Ryan McGillicuddy
Watershed Policy & Management
Inland Fisheries Division

SUBJECT: Fall 2014 Outdoor Grant Application Review

DATE: 12/03/14

COORDINATION - ROUTING			
DIV.	NAME	INITIAL	DATE
IF	Ryan McGillicuddy		
REMARKS:			
RETURN TO:			

TPWD Inland Fisheries, Coastal Fisheries and Wildlife Division staff has been consulted to assess regulatory compliance and identify potential adverse environmental impacts of proposed Recreation Grant applications. Reviewed applications are separated into four categories, with "Category 1" being of least concern, and "Category 4" being of the greatest concern.

CATEGORY 1

Category 1 includes projects for which none of the considered permits appear to be needed and that staff believes will have no significant adverse environmental impacts as proposed. In general, these projects may further reduce or avoid adverse impacts by implementing appropriate comments in the "General Comments" attachment. Potential permits considered are described in the "Types of Permits" section attached.

City of South Padre Island – City Park (ERCS# 33808): The proposed project would develop South Padre Island's first city park and would include a splash pad, playgrounds, cultural exhibits, a public plaza, covered basketball court, trails with exercise stations, restrooms, a parking area, seating and picnic areas and access to the beach. Facility development would utilize rain water harvesting, solar-powered lights, and native trees.

Review of the Texas Natural Diversity Database (TXNDD) revealed the following occurrences of rare species within 1.5 miles of the proposed project location:

Federal listed Threatened

Piping Plover (*Charadrius melodus*)

Habitat for the Piping Plover does not occur within the project area. It is not expected that the proposed project would impact any state- listed species or wildlife habitat.

Questions regarding environmental review of recreation grant projects can be directed to Russell Hooten of the Wildlife Division (361-825-3240).

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ATTACHMENT

Types of Permits

- USACE "404" permit (activities affecting wetlands or aquatic areas)
The U.S. Army Corps of Engineers (USACE) should be consulted prior to commencement of projects that propose to place fill material or structures, whether from general land grading activities, buildings, piers, foot bridges or other activities, into wetlands or waters of the U.S. to determine the regulatory status of the proposed activity. Compensation may be required for any encroachment into these areas.
- TCEQ "401" water quality certification (water quality of wetlands or aquatic areas) (Mr. David Galindo 512-239-0951)
- TCEQ Water Rights Permit (diversion or impoundment of water in waterways) (TCEQ Water Rights Permitting and Availability Section 512-239-4691)
- EPA Construction/Stormwater permit (1 or more acres disturbed)
U.S. Environmental Protection Agency should be contacted for projects proposing to disturb one or more acres of land. (Mr. Everett Spencer 214-665-8060 or TCEQ 512-239-4671)
- USFWS clearance (federally listed threatened & endangered species/habitat)
The U.S. Fish and Wildlife Service (USFWS) should be consulted, if Natural Diversity Database search indicates activities may impact federally listed species or habitat, to assist in the evaluation of the proposed activities that may affect federally listed rare, threatened, or endangered wildlife species. Further consultation or surveys may be necessary to determine impact.
- TPWD Sand and Gravel permit (state owned waterways or bay bottoms)
The TPWD biologist coordinating the Sand, Shell, Gravel and Marl (SSGM) program should be consulted to evaluate activities involving the disturbance or taking of material from the beds or bottoms of State-navigable streambeds and bay bottoms. (Mr. Tom Heger 512-389-4583)
- TPWD Aquatic Resource Relocation Plan
If construction occurs during times when water is present and dewatering activities or other harmful construction activities are involved, then TPWD recommends relocating potentially impacted native aquatic resources in conjunction with a *Permit to Introduce Fish, Shellfish or Aquatic Plants into Public Waters* and an Aquatic Resource Relocation Plan. (Mr. Don Pitts 512-389-8754 or don.pitts@tpwd.texas.gov)
- TPWD Inland Fisheries Division (Permit to Introduce Fish, Shellfish, or Aquatic Plants into Public Waters)
The TPWD Fisheries Division should be consulted for required permits if any aquatic organisms are to be stocked or relocated within waters of the State. (Ms. Luci Cook-Hildreth 512-389-8750)

Other Recommended Coordination

- TPWD Inland Fisheries Division (establishment and management of pond fisheries)
- TPWD Wildlife Division – Wildscapes or Urban Wildlife Programs (beneficial planting/landscaping/xeriscaping)
 - Urban Wildlife program coordinator - Richard Heilbrun 210-688-6447
 - TPWD Wildscapes program administrator - Mark Klym 512-389-4644

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- Urban Wildlife Biologist for Central Texas - Kelly Conrad Simon, best to reach her via email at Kelly.simon@tpwd.texas.gov
- The Natural Diversity Database should be consulted to assist with the data search for state or federally listed rare, threatened, or endangered plant & wildlife species; as well as other rare or unique habitats and ecological resources. (Mr. Bob Gottfried 512-389-8744)
- TPWD Wildlife Division – Habitat Assessment Program (terrestrial habitat impacts/planting) (Ms. Julie Wicker 512-389-4579)
- TPWD Inland Fisheries Division – Watershed Conservation Team (wetland and aquatic habitat impacts/enhancement/creation) (Mr. Tom Heger 512-389-4583)

10-18

General Comments

1. Trails along creek banks and lake shores should be set back far enough that they do not cause or exacerbate erosion of the banks, either from construction activities or long-term use. Pedestrian creek crossovers should be located in areas where vegetation removal or disturbance can be avoided or minimized. The crossovers should span the entire creek channel with the headwalls at or above the top of the bank in order to avoid destabilizing the bed and banks.
2. Impervious vehicular and pedestrian use areas such as roads, walking tracks and parking areas should not impede natural surface water drainage. Stormwater runoff should be treated before discharging into nearby waterways by directing runoff into vegetated swales, retention or detention ponds, or similar pre-treatment areas.
3. Landscaping and revegetation plans should incorporate native plants, including grasses, whenever possible. Locally adapted natives can increase survival and reduce maintenance and watering needs while providing benefits to wildlife. Mowing only essential use areas will allow native grasses to prosper, generally without additional irrigation. Maintenance activities should be reduced as much as feasible in all areas except sport fields and playgrounds, and restricted to after seed-set (late fall) to promote reseeding and increased wildlife value. Enhancement of existing native grasses or prairie remnants can be assisted by limiting mowing practices and reseeding exposed areas with native grasses and forbs. After all, as many communities are learning, access to wildlife for casual recreation is not only a valued public benefit itself, but also a potential boost to the local economy.
4. Disturbance of native vegetation should be avoided or minimized during land alteration activities by using site planning and construction techniques designed to preserve existing native trees, shrubs, grasses and forbs, aquatic and wetland systems. Should any losses be deemed unavoidable, it is recommended that native plant species be used in mitigation and landscaped areas that are beneficial to fish and wildlife endemic to the area. Also, where possible, clearing of understory vegetation should be minimized because such vegetation provides habitat to small mammals and birds. Natural buffers contiguous to wetlands and aquatic systems should remain undisturbed, to preserve wildlife cover, food sources, travel corridors, and protect water quality of wetlands and waterways.
5. Soil erosion and siltation should be minimized using haybales, silt screens, or similar soil erosion prevention techniques. In order to enhance the stabilization of exposed soils, newly graded areas should be seeded or sodded with native grasses, while graded embankments should not exceed a 4:1 slope.
6. Park sites containing ponds or proposing the construction of a pond should take measures to insure that any domesticated waterfowl that take up residence at the pond are removed immediately by legal means. Domestic waterfowl pose a danger to native wild duck populations by providing a disease vector for duck plague, New Castle Disease, avian cholera, avian tuberculosis, chlamydiosis, bird flu and West Nile virus. Furthermore, the close genetic relationship between domestic and wild waterfowl can result in hybrid offspring, which has the effect of diluting the gene pool of wild populations and presents the possibility of breeding native species out of existence. Signs should be placed in the vicinity of park ponds to educate the public on the negative impacts of the release and feeding of domestic waterfowl.

10-19

Controlled Plants

No person may import, possess, sell, or place into water of this state exotic, harmful, or potentially harmful fish, shellfish, or aquatic plants except as authorized by rule or permit issued by Texas Parks & Wildlife.

Family	Scientific name	Common name
Amaranth family: Amaranthaceae	<i>Alternanthera philoxeroides</i>	alligatorweed
Sumac family: Anacardiaceae	<i>Schinus terebinthifolius</i>	Brazilian peppertree
Arum family: Araceae	<i>Pistia stratiotes</i>	water lettuce
Morning-glory family: Convolvulaceae	<i>Ipomoea aquatica</i>	swamp morning-glory
Water Milfoil family: Haloragaceae	<i>Myriophyllum spicatum</i>	Eurasian watermilfoil
Tape-grass family: Hydrocharitaceae	<i>Ottelia alismoides</i>	ducklettuce
	<i>Hydrilla verticillata</i>	hydrilla
	<i>Lagarosiphon major</i>	oxygen-weed
	<i>Spirodela oligorhiza</i>	duckweed
Loosestrife family: Lythraceae	<i>Lythrum salicaria</i>	purple loosestrife
Myrtle family: Myrtaceae	<i>Melaleuca quinquenervia</i>	punktree
Grass Family: Poaceae	<i>Panicum repens</i>	torpedo grass
Water-Hyacinth family: Pontederiaceae	<i>Eichhornia azurea</i>	anchored water hyacinth
	<i>Eichhornia crassipes</i>	common water hyacinth
	<i>Monochoria hastata</i>	arrowleaf falsepickerelweed
	<i>Monochoria vaginalis</i>	heartshape false pickerelweed
Salvinia Family: Salviniaceae	all species of genus <i>Salvinia</i>	
Figwort Family: Scrophulariaceae	<i>Limnophila sessiliflora</i>	Asian marshweed
Potato family: Solanaceae	<i>Solanum tampicense</i>	scrambling nightshade
Bur-reed family: Sparganiaceae	<i>Sparganium erectum</i>	simplestem bur-reed

10-20

**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM**

MEETING DATE: April 15, 2015

NAME & TITLE: Armando Gutierrez, Jr., P.E. Director of Public Works

DEPARTMENT: Public Works

ITEM

Discussion and action to approve phase 1 construction of Post and Rope fencing improvements.

ITEM BACKGROUND

Post and rope fencing is being consider as a means to deter loitering and parking of vehicles at various vacant lots around town. Attached is a map showing Phase 1 of the previously approved overall map. This phase consists of the lots previously identified as #26, 25, 27, 28, 29, 30, and 3. A budget of \$30,000 has been approved for this project. This Phase 1 is estimated at \$3300.

BUDGET/FINANCIAL SUMMARY

none

COMPREHENSIVE PLAN GOAL

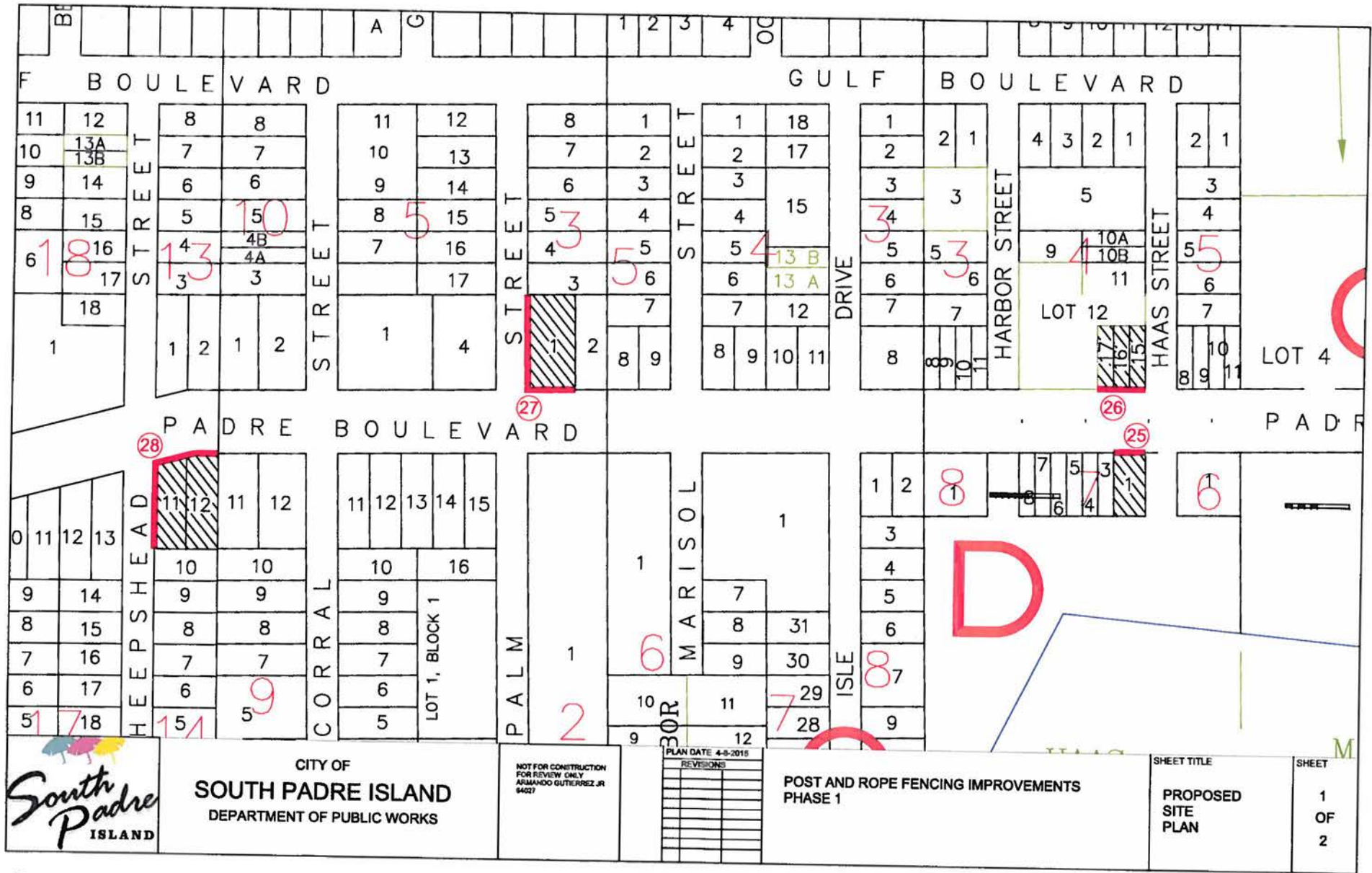
LEGAL REVIEW

Sent to Legal: YES: _____ NO: _____
Approved by Legal: YES: _____ NO: _____

Comments:

RECOMMENDATIONS/COMMENTS

Approval as presented.



CITY OF
SOUTH PADRE ISLAND
DEPARTMENT OF PUBLIC WORKS

NOT FOR CONSTRUCTION
FOR REVIEW ONLY
ARMANDO GUTIERREZ, JR.
64027

PLAN DATE 4-8-2015

REVISIONS

NO.	DATE	DESCRIPTION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

POST AND ROPE FENCING IMPROVEMENTS
PHASE 1

SHEET TITLE

PROPOSED
SITE
PLAN

SHEET

1
OF
2

e-11

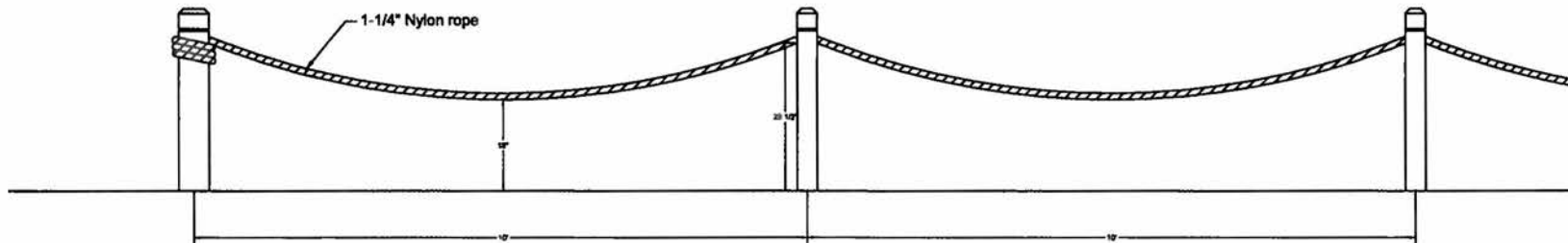
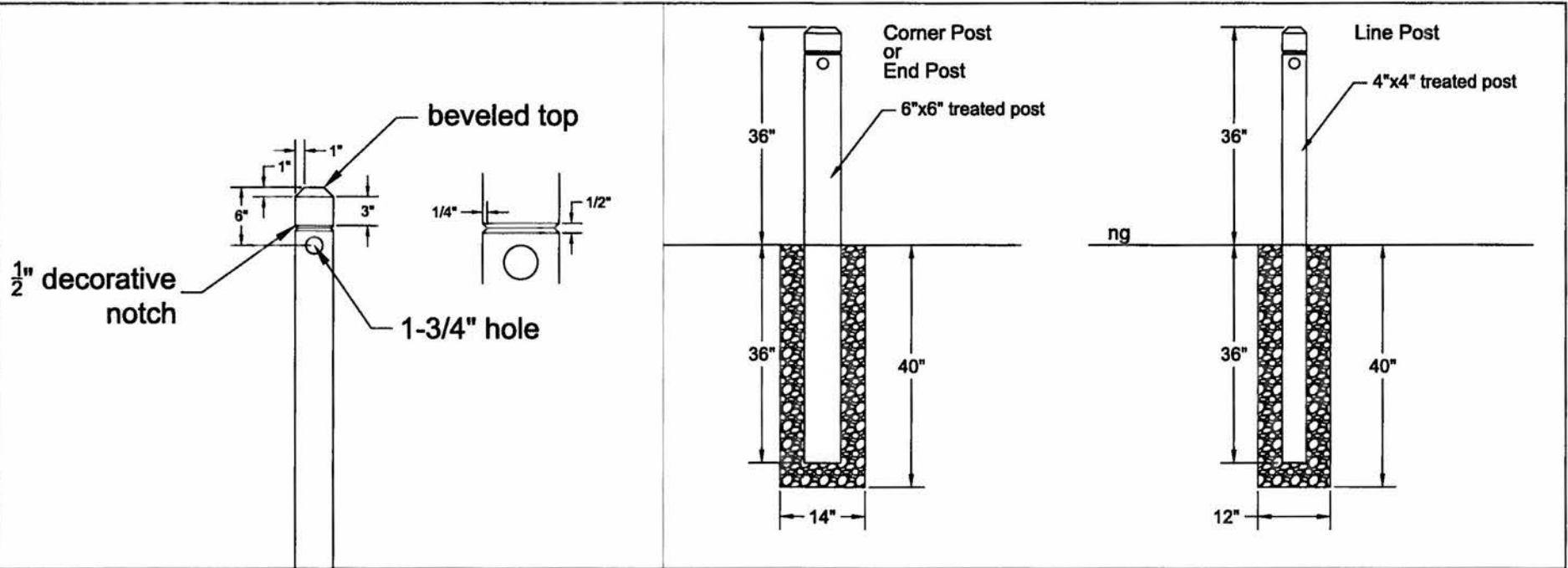


11-3

Post & Rope Properties
Phase 1

ID	LEGAL DESCRIPTION	OWNER'S NAME	OWNER'S ADDRESS
109690	LOT 17 BLK 4 HAAS SUBDIVISION	LEONARD LEONARD EST OF	C/O RAY S LEONARD IND EXEC 27104 S Palm Court Dr Harlingen, TX 78552-1887
109689	SO PADRE IS- HAAS LOT 16 BLK 4	ETMG REAL ESTATE CORP	PO BOX 2007 SOUTH PADRE ISLAND, TX 78597
109688	SO PADRE IS- HAAS LOT 15 BLK 4	ETMG REAL ESTATE CORP	PO BOX 2007 SOUTH PADRE ISLAND, TX 78412
109704	HAAS SUBDIVISION LOT 1 BLK 7 (2001 REPLAT) (CAB 1 SLOT 1935-A CCMR)	GHILAIN DANNY & LEE ANNE	1313 PADRE BLVD SOUTH PADRE ISLAND, TX 78597
110512	LOT 1 BLK 3 PADRE BEACH SUBD. SECTION I	PINKERTON ROBERT N JR	PO BOX 2392 SOUTH PADRE ISLAND, TX 78597
110604	LOT 11 BLK 14 PADRE BEACH SUB DIVISION SECTION II	NAUTICAL PROPERTIES INC	PO Box 129 Los Fresnos, TX 78566-0129
110605	LOT 12 BLK 14 PADRE BEACH SUB DIVISION SECTION II	NAUTICAL PROPERTIES INC	PO Box 129 Los Fresnos, TX 78566-0129
110684	LOT 1 BLK 25 PADRE BEACH SUB DIVISION SECTION III (REPLAT OF LOT 1 C1 2656-A)	HERNANDEZ-O'QUINN LTD	PO BOX 2938 SOUTH PADRE ISLAND, TX 78597
110695	LOT 4 BLK 27 PADRE BEACH SUB DIVISION SECTION III	EVERETT KAREN	1314 PADRE BLVD SOUTH PADRE ISLAND, TX 78597
111012	SO PADRE IS - PADRE BEACH SECTION V LOT 7 BLK 60 (2003 REPLAT CAB 1 SLOT 2214-B)	SISTERS TRADING COMPANY	PO BOX 3319 SOUTH PADRE ISLAND, TX 78597

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CITY OF
SOUTH PADRE ISLAND
DEPARTMENT OF PUBLIC WORKS

for review
only

Armando Gutierrez Jr
TX 64027

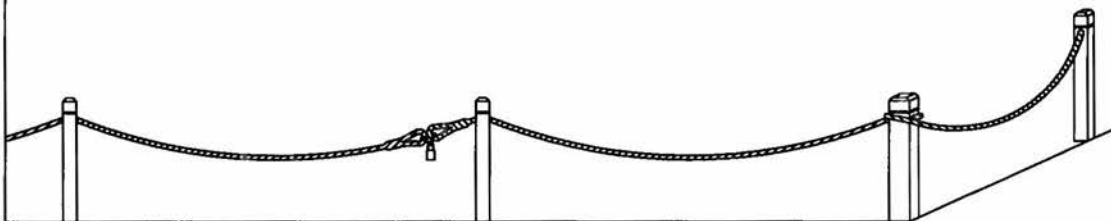
PLAN DATE	2-26-2015
REVISIONS	

POST AND ROPE CONSTRUCTION DETAILS
SOUTH PADRE ISLAND, TX 78597

SHEET TITLE
**PROPOSED
SITE
PLAN**

SHEET
**1
OF**

1-1-5



NOTE
Construct fence along Padre Blvd behind power poles or at least 10' behind the back of curb whichever is greater
Construct fence along side streets 2 ft in the street right of way.

25'

9' +/-

1'

PADRE BLVD

Side Street
50' ROW

11-20

**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM**

MEETING DATE: April 15, 2015

NAME & TITLE: Jesse Arriaga, Transit Director

DEPARTMENT: Transit

ITEM

Discussion and action pertaining to the Transit Multi-Modal Project to:

1. Approve agreement and authorize the City Manager to enter into a contract with SpawGlass Contractors, Inc. for the Phase 1 construction services regarding the City's future Transit Multi-Modal Project.
2. Appoint an "Owners Designated Representative" (ODR) for Phase 1 of the Multi-Modal Project and set limits of approval authority.

ITEM BACKGROUND

Phase 1 construction of the Multi-Modal Project consists of but may not be limited to:

- Site clearing and demolition
- Utility installation
- 125 parking spaces
- Pedestrian sidewalk
- Bus berths
- Landscaping

There are funds within SpawGlass' AIA Document A101 – 2007, for "existing conditions" and "Contingency." SpawGlass cannot spend any of those funds without proper authorization from the City. Any change order or unforeseen costs would be deducted from the contingency line item. If changes are recommended by contractor, it is then forwarded to the Owner's Designated Representative for approval and authorization to proceed.

In accordance with state procurement laws and our local Procurement Policy, the City Manager recommends a limit of \$49,999 for the ODR to approve. Anything \$50,000 and above will require City Council approval.

As a side note, the appointed ODR will notify the entire City Council by email of any and all funds spent.

BUDGET/FINANCIAL SUMMARY

Multi-Modal Facility Phase 1 construction services have been budgeted for FY 2014-2015.

COMPREHENSIVE PLAN GOAL

Chapter 4. Mobility Plan

Goal 4.I. Increase ridership on the WAVE, both residents & visitors.

LEGAL REVIEW

Sent to Legal:	YES: _____	NO: _____
Approved by Legal:	YES: _____	NO: _____

Comments:

RECOMMENDATIONS/COMMENTS

Approve contract, designate an ODR and set a limit of expenditure approval authority.



AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Third day of March in the year Two Thousand Fifteen
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of South Padre Island
4601 Padre Blvd
South Padre Island, TX 78597

and the Contractor:
(Name, legal status, address and other information)

SpawGlass Contractors, Inc.
4909 E. Grimes, Ste. 116
Harlingen, TX 78550

for the following Project:
(Name, location and detailed description)

City of South Padre Island Multi-Modal
321 Padre Blvd.
South Padre Island, TX 78597

The Architect:
(Name, legal status, address and other information)

Gignac Architects

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201[™]–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Int.

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User Notes:

(878332787)

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TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

| Date will be fixed in a "Notice To Proceed"

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

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

| § 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than Two Hundred Ten (210) days from the date of commencement, or as follows:

(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Int.

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Portion of Work**Substantial Completion Date**

, subject to adjustments of this Contract Time as provided in the Contract Documents.

(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

Liquidated damages are specified at \$1,000 per day after substantial completion

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Six Hundred Thousand Dollars (\$ 1,600,000.00), subject to additions and deductions as provided in the Contract Documents.

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

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)
N/A		

§ 4.4 Allowances included in the Contract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price
Contingency Allowance	\$75,000.00
Landscape Allowance	\$22,794.00

ARTICLE 5 PAYMENTS**§ 5.1 PROGRESS PAYMENTS**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 15th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Fifteenth (15) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract

Int.

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User Notes:

(878332787)

12-5

Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

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

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

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

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Init.

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ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

| Sergio Lainez, Gignac Architects

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

| ☒ [X] Arbitration pursuant to Section 15.4 of AIA Document A201-2007

| ☐ [] Litigation in a court of competent jurisdiction

| ☐ [] Other *(Specify)*

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

| *(Paragraph deleted)*

§ 8.3 The Owner's representative:

(Name, address and other information)

| Jesse Arriaga
3401 Padre Blvd., Suite C
South Padre Island, TX 78597

§ 8.4 The Contractor's representative:

(Name, address and other information)

| Daniel Lerma
4909 E. Grimes, Ste. 116
Harlingen, TX 78550

Init.

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§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

A PTN-130 will be attached with all subcontracts

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

See Exhibit "A" List of Specifications

Section	Title	Date	Pages
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§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See Exhibit "B" List of Drawings

Number	Title	Date
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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

See Exhibit "C" Clarifications and Assumptions
See Exhibit "F" Handrail Detail
See Exhibit "G" PTN-130

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid,

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Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or bond	Limit of liability or bond amount = Value of Contract
Worker's Compensation and Employer's Liability meeting statutory limits mandated by state and federal laws.	
Commercial General Liability including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Board Form Property Damage (including coverage for Explosion, Collapse and Underground hazards):	
\$1,000,000.00	Each Occurrence
\$2,000,000.00	General Aggregated
\$1,000,000.00	Personal and Advertising Injury
\$2,000,000.00	Products-Complete Operations Aggregate
.1	The policy shall be endorsed to have the General Aggregate apply to this Project only.
.2	Products and Completed Operations insurance shall be maintained for a minimum period of At least One (1) year(s) after either 90 days following Substantial Completion or final Payment, whichever is earlier.
.3	Owner shall be named as an additional insured.
8.3	Automobile Liability: \$1,000,000.00 Each Accident
8.4	Other coverage: Umbrella Excess Liability of at least \$5,000,000.00 Builder's Risk Insurance in accordance with Section 11.4 of A201

This Agreement entered into as of the day and year first written above.

_____ OWNER (Signature)	_____ CONTRACTOR (Signature)
_____ (Printed name and title)	Eric Kennedy, South Texas Regional President (Printed name and title)

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**AIA®****Document A201™ – 2007****General Conditions of the Contract for Construction****for the following PROJECT:***(Name and location or address)*

City of South Padre Island Multi-Modal
 321 Padre Blvd
 South Padre Island, TX 78597

THE OWNER:*(Name, legal status and address)*

City of South Padre Island
 4601 Padre Blvd
 South Padre Island, TX 78597

THE ARCHITECT:*(Name, legal status and address)*

Gignac Architects

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ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other

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facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 WARRANTY

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

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume

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the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- 1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- 2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- 3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

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§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be

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required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

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§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

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§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

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§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may

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be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that

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the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

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.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

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ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such as copies of requisitions from Subcontractors and material suppliers, and shall reflect retainage if provided for in the Contract Documents.

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§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;

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- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Architect or awarded by binding

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dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents; or
- .3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

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- 3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be

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extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the

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Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

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§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

§ 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

§ 11.3.7 WAIVERS OF SUBROGATION

The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

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§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct

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nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

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§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

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- .2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

Init.

12-45

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 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.

Init.

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§ 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.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

Init.

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§ 15.2.6.1 Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration

permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.



EXHIBIT A LIST OF SPECIFICATIONS

South Padre Island Transit Multi-Modal Facility Phase 1

November 7, 2014
Project No. 3014044

DIVISION	SECTION TITLE	Issue Date	Revision Date
	DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS		
00 01 07	SEALS PAGE	11/07/2014	
00 01 15	LIST OF DRAWINGS SHEET	11/07/2014	
00 21 13	INSTRUCTION TO BIDDERS	11/07/2014	
00 26 00	PROCUREMENT SUBSTANTIAL PROCEDURES	11/07/2014	
00 31 19	EXISTING CONDITIONS INFORMATION	11/07/2014	
00 31 32	GEOTECHNICAL DATA	11/07/2014	
00 31 43	PERMIT APPLICATION	11/07/2014	
00 41 13	BID FORM- STIPULATED SUM (SINGLE-PRIME CONTRACT)	11/07/2014	
00 43 13	BID SECURITY FORMS	11/07/2014	
00 43 21	ALLOWANCE FORM	11/07/2014	
00 43 73	PROPOSED SCHEDULED VALUE FORMS	11/07/2014	
00 60 00	BONDS & CERTIFICATES	11/07/2014	
00 70 00	GENERAL CONDITIONS	11/07/2014	
00 80 00	SUPPLEMENTAL CONDITIONS	11/07/2014	
00 82 00	WAGE RATES	11/07/2014	
	DIVISION 01 – GENERAL REQUIREMENTS		
01 10 00	SUMMARY	11/07/2014	
01 21 00	ALLOWANCES	11/07/2014	
01 25 00	SUBSTITUTION PROCEDURES	11/07/2014	
01 26 00	CONTRACT MODIFICATION PROCEDURES	11/07/2014	
01 29 00	PAYMENT PROCEDURES	11/07/2014	
01 31 00	PROJECT MANAGEMENT AND COORDINATION	11/07/2014	
01 32 00	CONSTRUCTION PROGRESS DOCUMENTATION	11/07/2014	
01 32 33	PHOTOGRAPHIC DOCUMENTATION	11/07/2014	
01 33 00	SUBMITTAL PROCEDURES	11/07/2014	
01 50 00	TEMPORARY FACILITY AND CONTROLS	11/07/2014	
01 56 00	CONSTRUCTION TRAFFIC CONTROL	11/07/2014	
01 60 00	PRODUCT REQUIREMENTS	11/07/2014	

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DIVISION	SECTION TITLE	Issue Date	Revision Date
01 73 00	EXECUTION	11/07/2014	
07 74 19	CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL	11/07/2011	
01 77 00	CLOSEOUT PROCEDURES	11/07/2014	
01 78 23	OPERATIONS AND MAINTENANCE DATA	11/07/2014	
01 78 39	PROJECT RECORD DOCUMENTS	11/07/2014	
01 79 00	DEMONSTRATION AND TRAINING	11/07/2014	
01 81 13.13	SUSTAINABLE DESIGN REQUIREMENTS- LEED FOR NEW CONSTRUCTION AND MAJOR RENOVATIONS	11/07/2014	
	DIVISION 02 - EXISTING CONDITIONS		
02 42 00	DEMOLITION OF EXISTING CIVIL SITE IMPROVEMENTS	11/07/2014	
02 46 60	DRILLED PIERS	11/07/2014	
	DIVISION 03 - CONCRETE		
03 10 00	CONCRETE FORMS	11/07/2014	
03 20 00	CONCRETE REINFORCEMENT	11/07/2014	
03 30 00	CAST-IN-PLACE CONCRETE	11/07/2014	
03 36 16	REACTIVE CHEMICAL CONCRETE STAIN	11/07/2014	
	DIVISION 05 - METALS		
05 52 13	PIPE AND TUBE RAILINGS	11/07/2014	
	DIVISION 09 - FINISHES		
09 24 00	PORTLAND CEMENT PLASTER	11/07/2014	
	DIVISION 22 - PLUMBING		
22 11 14	WATER TRANSMISSION LINES AND/OR PRESSURE SEWER LINES	11/07/2014	
22 11 19	WATER VALVES	11/07/2014	
22 13 00	SANITARY SEWER	11/07/2014	
	DIVISION 26 - ELECTRICAL		
26 02 00	BASIC MATERIALS AND METHODS	11/07/2014	
26 05 19	WIRE, CABLE AND RELATED MATERIALS	11/07/2014	
26 05 26	GROUNDING	11/07/2014	

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DIVISION	SECTION TITLE	Issue Date	Revision Date
26 05 33	RACEWAYS	11/07/2014	
26 22 13	LOW VOLTAGE DISTRIBUTION TRANSFORMERS	11/07/2014	
26 24 16	PANELBOARDS	11/07/2014	
26 51 00	LIGHTING FIXTURES	11/07/2014	
	DIVISION 31 - EARTHWORK		
31 11 00	CLEARING AND GRUBBING	11/07/2014	
31 21 00	EXCAVATION, BACKFILL AND GRADING FOR SITE WORK OUTSIDE OF BUILDING	11/07/2014	
31 22 00	TRENCH EXCAVATION BACKFILL AND COMPACTION	11/07/2014	
31 23 50	GROUND WATER HANDLING	11/07/2014	
31 25 00	EROSION AND SEDIMENT CONTROL	11/07/2014	
31 51 00	TRENCH PROTECTION SYSTEM	11/07/2014	
	DIVISION 32 - EXTERIOR IMPROVEMENTS		
32 12 70	FLEXIBLE BASE	11/07/2014	
32 12 80	PRIME COAT	11/07/2014	
32 13 13	CONCRETE PAVEMENT	11/07/2014	
32 30 00	CAST IN PLACE FOR SITE WORK	11/07/2014	
32 84 23	UNDERGROUND SPRINKLERS	11/07/2014	
32 90 01	COMMON PLANTING REQUIREMENTS	11/07/2014	
32 91 13	SOIL PREPARATION	11/07/2014	
32 92 19	SEEDING	11/07/2014	
32 93 00	PLANTS	11/07/2014	
	DIVISION 33 - UTILITIES		
33 13 13	CONCRETE REINFORCEMENT FOR SITEWORK	11/07/2014	
33 40 00	STORM SEWAGE	11/07/2014	



EXHIBIT B LIST OF DRAWINGS

South Padre Island Transit Multi-Modal Facility Phase 1

November 7, 2014
Project No. 3014044

DRAWING	DRAWING TITLE	Issue Date	Revision Date
GENERAL			
G-100	COVER SHEET	11/07/2014	
CIVIL			
C1.00	GENERAL NOTES	11/07/2014	
C2.00	OVERALL SITEPLAN	11/07/2014	
C2.01	PAVING & DIMENSIONAL CONTROL PLAN	11/07/2014	
C3.00	GRADING PLAN	11/07/2014	
C4.00	DRAINAGE PLAN	11/07/2014	
C4.01	UTILITY PLAN	11/07/2014	
C5.00	SUGGESTED EROSION PLAN	11/07/2014	
C6.00	MISC. DETAILS	11/07/2014	
C6.01	WASTEWATER DETAILS	11/07/2014	
C6.02	WATER DETAILS	11/07/2014	
STRUCTURAL			
S1.1	GENERAL STRUCTURAL NOTES	11/07/2014	
S2.1	RETAINING WALL FOUNDATION PLAN AND DETAILS	11/07/2014	
S2.2	STRUCTURAL DETAILS	11/07/2014	
ARCHITECTURAL			
AS-100	OVERALL SITE PLAN	11/07/2014	
AS-101	SITE DETAILS	11/07/2014	
AS-102	SITE DETAILS	11/07/2014	
MEP			
MEP2.1	MEP SITE PLAN	11/07/2014	
MEP2.2	MEP SITE PLAN	11/07/2014	12/01/14
ELECTRICAL			
E0.0	ELECTRICAL SYMBOLS & ABBREVIATIONS	11/07/2014	
E4.1	ELECTRICAL RISER & SCHEDULES	11/07/2014	

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E6.1	ELECTRICAL DETAILS	11/07/2014	
E6.2	ELECTRICAL DETAILS	11/07/2014	
E6.3	ELECTRICAL DETAILS	11/07/2014	
E6.4	ELECTRICAL DETAILS	11/07/2014	

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EXHIBIT "C"

City of South Padre Island South Padre Island, Texas

List of Clarifications and Assumptions For Phase I

Estimate is based on progress document issued on 11-07-14

Estimate Date: 12/08/2014

Division 1

GMP estimate is based on documents issued 11-07-14

Cost of all utility tap fees, impact fees and meters are by owner.

All materials testing is by Owner

GMP includes a Contingency Allowance

GMP does not include a Way Finding Allowance

GMP does not include any canopies

GMP does not include any stucco or concrete stain

Phase I does not include any provisions for the Phase II Building

This project will not be a LEED project

All site furnishing are by the Owner

Division 2, 31, 32, 33

Site Dimensional layout derived from sheets AS-101 and AS-102, all other drawings do not have the proper reference to VE sidewalk layout(Sheets C2.01, C3.00, C4.00)

No domestic water service lines, water valves, water meters, boring or casing will be provided or installed in Phase I as shown on sheet C4.01

No sanitary sewer lines, service lines, manholes, boring or casing will be provided or installed in Phase I as shown on sheet C4.01

Only the south most tap (sta. 1+00) and bore will be performed in addition to the fire hydrant at sta. 2+23.68 will be installed in Phase I as shown on sheet C4.01

The GMP includes the aluminum handrail as detailed in the attachment Exhibit "F"

The handrail detailed on sheet AS-102, Detail #5 is excluded.

Owner designated testing lab shall conduct periodic inspections as specified by the Civil and Structural Engineers(subgrade, reinforcement, concrete strength, piers, retaining walls)

GMP currently includes an allowance for Landscape & Irrigation. No drawings are included.

GMP includes pricing for revised sidewalk design

Division- 26

GMP includes quantity of light poles and light bollards as indicated on sheets MEP 2.1 & MEP 2.2

MEP Site Plan on sheet MEP 2.2 has been revised, see revised sheet dated 12-01-14

GMP does not include utility fees (By Owner)

GMP includes deduct for canopy lights

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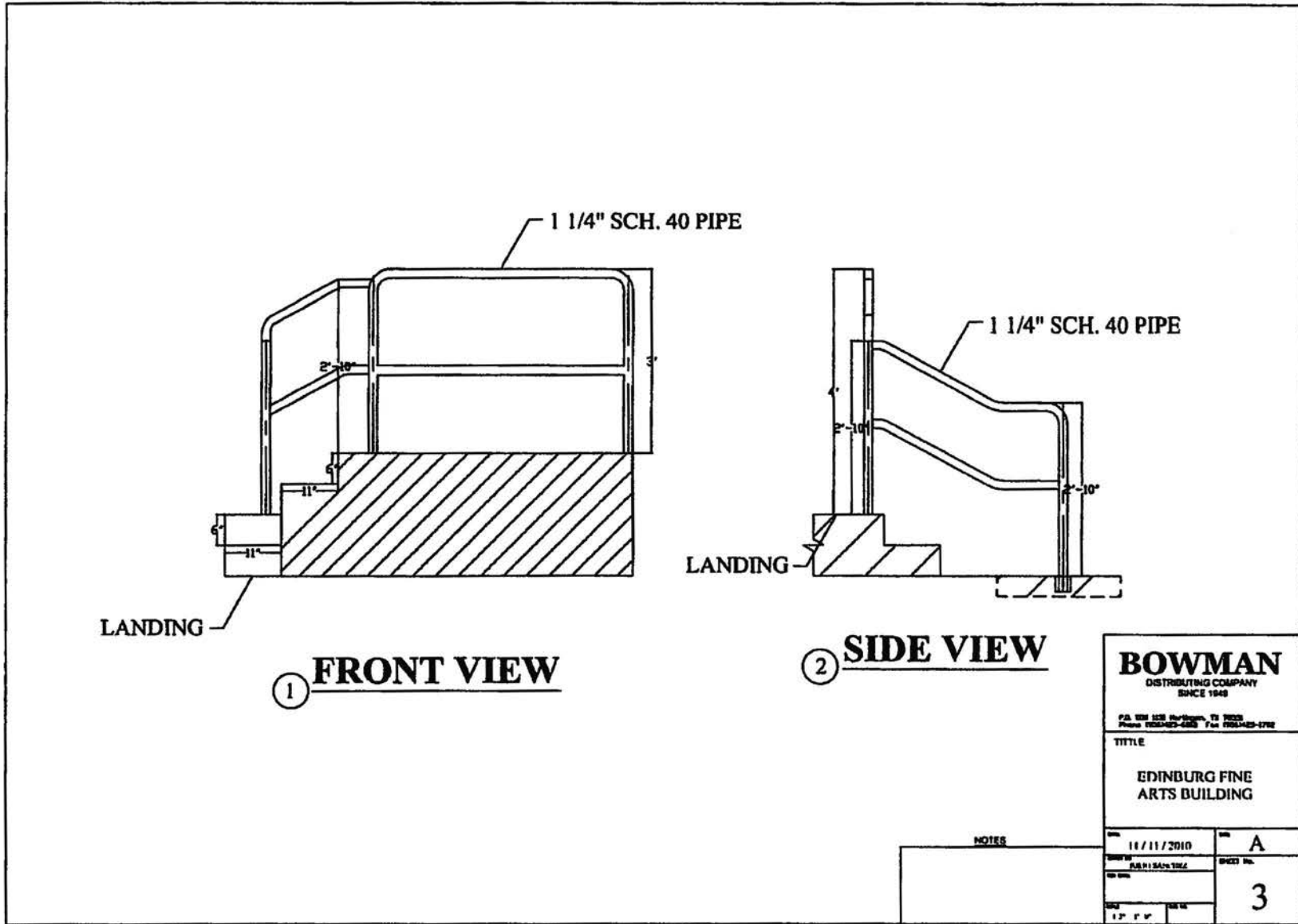
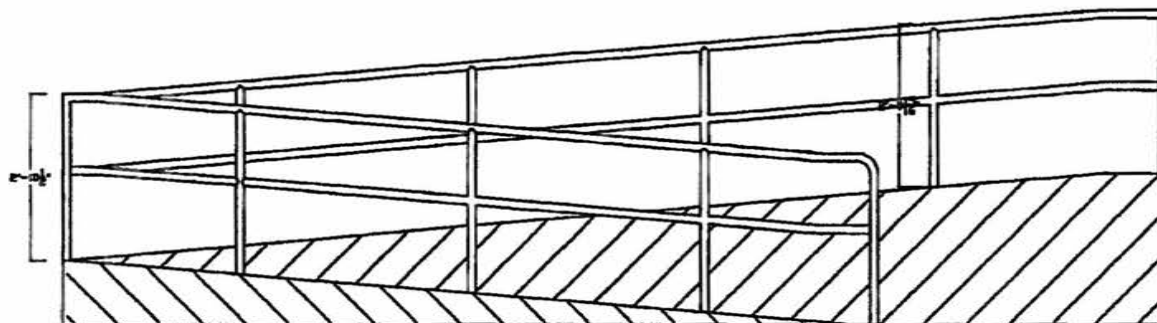
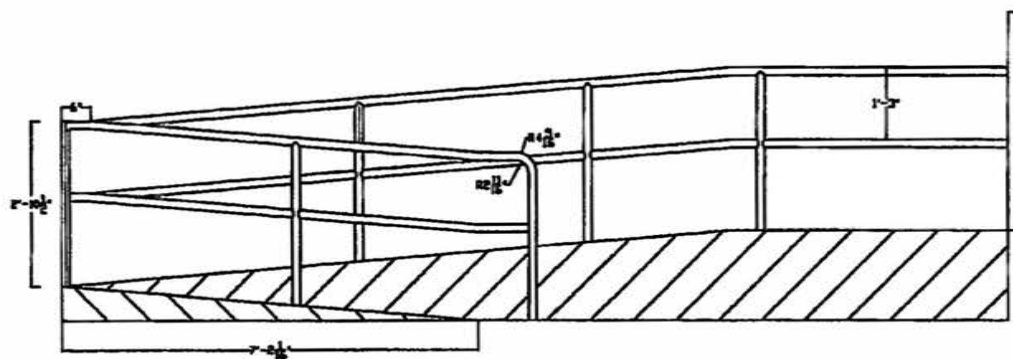


EXHIBIT F

LS-21



② FRONT VIEW



① FRONT VIEW

BOWMAN	
DISTRIBUTING COMPANY SINCE 1943	
P.O. BOX 1234, BOWMAN, TX 75008 Phone (214) 456-7890 Fax (214) 456-7891	
TITLE	
RAMP W/ RAILING	
DATE 11/11/2010	REV A
DESIGNED BY JULIAN KAMMELT	DRAWN BY 5
CHECKED BY	DATE
SCALE 1/8" = 1' 0"	

NOTES

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EXHIBIT "G"



Consolidated Certification Form

Form PTN-130
(Rev. 03/14)
Page 1 of 13

I. FOR ALL BIDS:

The undersigned vendor certifies to abide by these clauses and include the following clauses in each subcontract financed in whole or in part with Federal Transit Administration (FTA) funds. Vendors are certifying by reference the entire list of FTA FY 2014 Certifications and Assurances, and shall download the same at:

http://www.fta.dot.gov/documents/2014_Certs_and_Assurances.pdf

A. Disadvantaged Business Enterprises (DBE) Certification

The vendor will provide products compliant with 49 CFR 26.49 regarding the vehicle manufacturer's overall DBE goal.

B. Access to Third Party Contract Records

As required by 49 U.S.C. § 5325(g). The VENDOR agrees provide sufficient access to records as needed to assure proper project management and compliance with Federal laws and regulations.

C. Interest of Members of or Delegates to Congress

The vendor certifies that no member of or delegate to the Congress of the United States (US) shall be admitted to any share or part of this contract or to any benefit arising therefrom.

D. Prohibited Interest

The vendor certifies that no member, officer or employee of the Public Body or of a local public body during his or her tenure or one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

E. Cargo Preference - Use of United States-Flag Vessels

The vendor agrees: a. to use privately owned US -Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for US-Flag commercial vessels; b. to furnish within 20 working days following the date of loading for shipments originating within the US or within 30 working days following the date of loading for shipments originating outside the US, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading).

F. Energy Conservation

The vendor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

G. No Obligation by the Federal Government

The Purchaser and vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract).

H. Program Fraud and False or Fraudulent Statements or Related Acts

The vendor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this project. The vendor certifies truthfulness and accuracy of any statement it makes pertaining to the FTA-assisted project. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 as deemed appropriate. The vendor acknowledges that if it makes, or causes to be made, a false, fictitious or fraudulent claim, statement submission, or certification to the Federal Government relating to the FTA-assisted project, per 49 U.S.C. §5307, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1) on the Contractor, as deemed appropriate.

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I. Contract Work Hours

(1) **Overtime requirements** - No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages** - In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor & any subcontractor responsible therefore shall be liable for unpaid wages and shall be liable to the United States for liquidated damages which shall be computed for each individual laborer, mechanic, watchman or guard employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day that an individual was required / permitted to work over 40 hours in a workweek without payment of overtime wages required by the clause in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages** - The purchaser shall upon its own action or upon written request of the Department of Labor (DOL) withhold or cause to be withheld, from any money payable for work performed by the contractor or subcontractor under any contract or other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as set-forth in paragraph (2) of this section.

(4) **Subcontracts** - The contractor or subcontractor shall include the clauses set forth in this section and require the same from subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these clauses.

(5) **Payrolls and basic records** - Payrolls and related basic records shall be maintained by the contractor during the course of the work and preserved for three years thereafter for all laborers and mechanics working at the work site (or under the United States Housing Act of 1937 or the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records showing that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and records of the costs anticipated or actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of registration of apprenticeship programs, certification of trainee programs, registration of the apprentices and trainees, and ratios & wage rates prescribed in applicable programs.

J. Civil Rights

(1) **Nondiscrimination** - In accordance with Title VI of the Civil Rights Act (CRA), as amended, 42 U.S.C. §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. §12132, and Federal transit law at 49 U.S.C. §5332, the vendor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the vendor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** - The following equal employment opportunity requirements apply:

(a) **Race, Color, Creed, National Origin, Sex** - In accordance with Title VI of the CRA, as amended, 42 U.S.C. §2000e, and Federal transit laws at 49 U.S.C. §5332, the vendor agrees to comply with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, DOL," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. §2000e note), and with any applicable Federal statutes, executive orders, regulations and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The vendor agrees to take affirmative action to ensure that applicants are employed & treated during employment without regard to their race, color, creed, national origin, sex or age. Action shall

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include but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967 (29 U.S.C. §§623 and 49 U.S.C. §5332), the vendor agrees to refrain from discrimination against present and prospective employees for reason of age. and comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act (42 U.S.C. §12112), the contractor agrees to comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. and to comply with any implementing requirements FTA may issue.

K. Altoona Test Certification (for rolling stock purchases) (Check one of the following):

- ☐ The vehicle has been Altoona tested, report number: _____
☐ The vehicle is exempt from testing IAW 49 CFR 665.
☐ The vehicle is currently being tested at Altoona.

Funds will not be released until the purchasing agency gets a copy of the Altoona test report, as appropriate, per 49 CFR 665.

L. Incorporation of Federal Transit Administration (FTA) Terms

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any transit agency requests which would cause the transit agency to violate FTA terms and conditions.

M. Application of Federal, State, & Local Laws, Regulations, & Directives (Federal Changes)

The VENDOR agrees that Federal laws and regulations control project award and implementation. The VENDOR understands and agrees that unless the recipient requests FTA approval in writing, the VENDOR may incur a violation of Federal laws or regulations or this agreement if it implements an alternative procedure or course of action not approved by FTA. The VENDOR understands and agrees that Federal laws, regulations, and directives applicable on the date on which Federal assistance is awarded may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date the project agreement is effective, and might apply to that project agreement. The VENDOR agrees that the most recent versions of such Federal laws, regulations, and directives will apply to the administration of the project at any particular time.

N. Right of the State Government to Terminate

Upon written notice, the VENDOR agrees that the State Government may suspend or terminate all or any part of State assistance if terms of the project agreement are violated, if the State Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of State assistance for the Project., if reasonable progress on the Project is not made, if there is a violation of the project agreement that endangers substantial performance of the Project, or if the State Government determines that State assistance has been willfully misused by failing to make appropriate use of Project property. Termination of State assistance for the Project will not typically invalidate obligations properly incurred before the termination date to the extent those obligations cannot be canceled. The State Government reserves the right to require the refund of the entire amount of State assistance provided for the Project or a lesser amount.

O. Disputes, Breaches, Defaults, or Other Litigation

The VENDOR agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

a. Notification to FTA. The VENDOR is aware that recipients of Federal assistance must notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the administration or enforcement of Federal laws or regulations. If the Federal Government is to be named as a party to litigation for any reason, in any forum, the appropriate FTA Regional Counsel is to be notified in writing before doing so.

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b. **Federal Interest in Recovery.** The VENDOR is aware that the Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery.

c. **Enforcement.** The VENDOR agrees to pursue its legal rights and remedies available under any third party contract or available under law or regulations.

d. **FTA Concurrence.** The VENDOR is aware that FTA reserves the right to concur in any compromise or settlement of any claim involving the Project.

e. **Alternative Dispute Resolution.** The VENDOR is aware that FTA encourages the use of alternative dispute resolution procedures, as may be appropriate.

f. **Agency Process.**

Written Protest Procedure (This process will apply only to the Transit Department as an internal document.)

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the City of South Padre Island's Legal Department. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Legal Department's decision. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Legal Department shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by The City of South Padre Island Transit Department, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City of South Padre Island Transit Department and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City of South Padre Island Transit Department is located.

Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City of South Padre Island Transit Department or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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P. Fly America

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Q. Recycled Products

The contractor agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR 247.

R. Access for Individuals with Disabilities

The VENDOR agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The VENDOR also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, the VENDOR agrees to comply with applicable implementing Federal regulations any later amendments thereto, and agrees to follow applicable Federal directives except to the extent FTA approves otherwise in writing. Among those regulations and directives are: (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37; (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27; (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38; (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35; (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36; (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19; (7) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630; (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194; (10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and (11) Federal civil rights and nondiscrimination directives implementing the foregoing Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

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II. Federal Motor Vehicle Safety Standards (FMVSS) Certification (for rolling stock purchases)

Any vehicles provided by the vendor will comply with all applicable FMVSS. The vendor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

FMVSS Certification

Name of Company	Printed Name of Person Completing Form
Date	Signature

III. REQUIRED CLAUSES FOR BIDS OVER \$100,000:

The vendor agrees to include the following in subcontracts exceeding \$100,000 financed by the FTA, and certifies the following:

A. Debarment and Suspension

The vendor hereby certifies that it and its principals have not presently or within a three year period been debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal agency; and the vendor hereby certifies that it and its principals have not presently or within a three-year period been convicted of or had a civil judgment rendered against them for the commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, state or local) transaction; violation of Federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

B. Clean Water & Air

The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§7401 et seq. The vendor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to the FTA and the EPA.


IV. REQUIRED CERTIFICATIONS FOR BIDS OVER \$100,000:

The vendor agrees to include the following in subcontracts exceeding \$100,000 financed by the FTA, and certifies the following:

A. Buy America (Check where applicable):

- ☒ The vendor or offeror hereby certifies it will comply with the requirements of 49 USC 5323(j) and the applicable regulations in 49 CFR 661, providing Buy America compliant manufactured goods.
- ☐ The vendor or offeror cannot comply with the requirements 49 USC 5323(j), but may qualify for an exception to the requirement pursuant to the regulations in 49 CFR 661.

Buy America Certification

Name of Company SpawGlass Contractors, Inc.	Printed Name of Person Completing Form Eric Kennedy
Date 3/3/15	Signature 

B. Non-Lobbying

The undersigned certifies to the best of his or her knowledge and belief that:

1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence any officer or employee of an agency, a member of Congress, an officer or employee of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

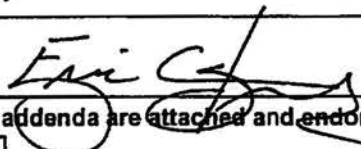
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2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Lobbying and Disclosure Certification

Name of Company SpawGlass Contractors, Inc.	Printed Name of Person Completing Form Eric Kennedy
Date 3/3/15	Signature 

V. SPECIAL PROJECT TYPE PROVISIONS - the following addenda are attached and endorsed as appropriate:

- A. Construction or Architectural & Engineering Projects ☐
 B. Transit Operations or Management Projects ☐
 C. Intelligent Transportation System or Research & Development ☐

VI. CERTIFICATION TO PURCHASER:

- A. The undersigned vendor certifies that the manufactured good(s) furnished will meet or exceed the specifications, and/or that services rendered will comply with the terms of the solicitation or contract.
 B. The undersigned vendor certifies that it has read all of the bid, proposal, or contract documents and agrees to abide by the terms, certifications, and conditions thereof.

Name of Company SpawGlass Contractors, Inc.	Address 4909 E. Grimes, Suite 116 Harlingen, Texas 78550
	Printed Name of Person Completing Form Eric Kennedy
Telephone (956) 412-9880	Signature 
Date	SS# or Tax ID # 74-2667352
Description of Commodity or Service Commercial Construction	
Disadvantaged Business Enterprise Information	
Type of Organization (circle)	
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> General Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Limited Proprietorship	
Is your firm a DBE? <input type="checkbox"/> (yes) <input checked="" type="checkbox"/> (no)	
If yes, what type?	

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Consolidated Certification Form
Addendum A - Construction and A & E Projects

Form PTN-130 Addendum A
(Rev 10/13)
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In this form, "recipient" means the transit agency City of South Padre Island

I. Davis-Bacon and Copeland Anti-Kickback Acts (construction projects exceeding \$2,000)

(1) Minimum wages -

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications & wage rates conformed under para. (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and subcontractors at the work site in a prominent / accessible place where it can be easily seen by workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and (4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

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(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v) (A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met: (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (2) The classification is utilized in the area by the construction industry; and (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor, laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(v) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(2) Withholding - The recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the recipient may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records -

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the recipient for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under section 5.5(a)(3)(i) of Regulations, 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) **Apprentices and trainees** - (i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division of the U.S. Department of Labor determines that a different practice prevails

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for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, trainees and journeymen under this part shall conform with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements - The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts - The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements - All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards - Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1). (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

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II. Seismic Safety

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Davie-Bacon Act, Copeland Anti-Kickback Act, and Seismic Safety Certification

Name of Company <i>SpanoGlass</i>	Printed Name of Person Completing Form <i>Eric C. Kennedy</i>
Date <i>3/3/15</i>	Signature <i>[Signature]</i>

III. Bid Bond Requirements (Construction projects over \$100,000)

(a) Bid Security - A Bid Bond must be issued by a fully qualified surety company acceptable to the recipient and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

(b) Rights Reserved - In submitting this Bid, it is understood and agreed by bidder that the right is reserved by the recipient to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of the recipient. It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of the recipient, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable Insurance, as provided above, he shall forfeit his bid security to the extent of the recipient damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefore. It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by the recipient as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense the recipient for the damages occasioned by default, then the undersigned bidder agrees to indemnify the recipient and pay over to the recipient the difference between the bid security and the recipient's total damages, so as to make the recipient whole. The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested, will render the bid unresponsive. Performance and Payment Bonding Requirements (Construction) The Contractor shall be required to obtain performance and payment bonds as follows:

(a) Performance bonds -

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the recipient determines that a lesser amount would be adequate for the protection of the recipient.

2. The recipient may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The recipient may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(b) Payment bonds -

1. The penal amount of the payment bonds shall equal: (i) Fifty percent of the contract price if the contract price is not more than \$1 million. (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or (iii) Two and one half million if the contract price is more than \$5 million.

2. If the original contract price is \$5 million or less, the recipient may require additional protection as required by subparagraph 1 if the contract price is increased.

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Performance and Payment Bonding Requirements (Non-Construction) -

The Contractor may be required to obtain performance and payment bonds when necessary to protect the recipient's interest.

(a) The following situations may warrant a performance bond: 1. (Recipient) property or funds are to be provided to the contractor for use in performing the contract or as partial compensation (as in retention of salvaged material). 2. A contractor sells assets to or merges with another concern, and the (Recipient), after recognizing the latter concern as the successor in interest, desires assurance that it is financially capable. 3. Substantial progress payments are made before delivery of end items starts. 4. Contracts are for dismantling, demolition, or removal of improvements.

(b) When it is determined that a performance bond is required, the Contractor shall be required to obtain performance bonds as follows:

1. The penal amount of performance bonds shall be 100 percent of the original contract price, unless the recipient determines that a lesser amount would be adequate for the protection of the recipient.

2. The (Recipient) may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. The recipient may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) A payment bond is required only when a performance bond is required, and if the use of payment bond is in the (Recipient's) interest. (d) When it is determined that a payment bond is required, the Contractor shall be required to obtain payment bonds as follows: The penal amount of payment bonds shall equal: (i) Fifty percent of the contract price if the contract price is not more than \$1 million; (ii) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or (iii) Two and one half million if the contract price is increased.

Advance Payment Bonding Requirements - The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. The recipient shall determine the amount of the advance payment bond necessary to protect the recipient.

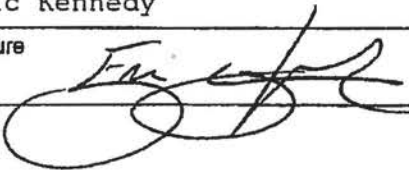
Patent Infringement Bonding Requirements (Patent Indemnity) - The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. The transit agency shall determine the amount of the patent indemnity to protect the transit agency.

Warranty of the Work and Maintenance Bonds

1. The Contractor warrants to the recipient, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by the recipient, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective.

If required by [Insert name of Project Manager], the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. 2. The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship for a minimum period of one (1) year after Final Payment by the recipient and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to the recipient. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment [as provided in Item X below], furnish separate Maintenance (or Guarantee) Bonds in form acceptable to the recipient written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

Bid Bond Requirements (Construction projects over \$100,000) Certification

Name of Company SpawGlass Contractors, Inc.	Printed Name of Person Completing Form Eric Kennedy
Date 04/08/2015	Signature 

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**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM**

MEETING DATE: April 15, 2015

NAME & TITLE: Darla A. Jones, Assistant City Manager

DEPARTMENT: City Manager's Office

ITEM

Discussion and action to approve Resolution No. 2015-12 appointing a chair and secretary to the Tax Increment Reinvestment Zone (TIRZ) Board of Directors.

ITEM BACKGROUND

City Council appointed six members to the Tax Increment Reinvestment Zone Board at their regular meeting on January 7, 2015, which consists of the current City Council (Barry Patel, Dennis Stahl, Alex Avalos, Sam Listi, Julee LaMure and Alita Bagley). As per Chapter 311 of the Texas Tax Code, the governing body of the municipality is required to appoint a Chair and Secretary to the TIRZ Board of Directors.

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____ NO: _____
Approved by Legal: YES: _____ NO: _____

Comments:

RECOMMENDATIONS/COMMENTS



RESOLUTION 2015-12

A resolution by the South Padre Island City Council appointing a chair and secretary to the Tax Increment Reinvestment Zone Board of Directors

WHEREAS, the City Council appointed 6 members of the Tax Increment Reinvestment Zone Board of Directors at their regular meeting on January 7, 2015;

WHEREAS, Chapter 311 of the Texas Tax Code, also referred to as the Tax Increment Financing Act, requires the governing body of the municipality appoint a Chair and Secretary of the Tax Increment Zone Board of Directors

THEREFORE, BE IT RESOLVED BY THE SOUTH PADRE ISLAND CITY COUNCIL THAT _____ IS HEREBY APPOINTED CHAIR AND _____ IS HEREBY APPOINTED SECRETARY OF THE SOUTH PADRE ISLAND TAX INCREMENT REINVESTMENT ZONE BOARD OF DIRECTORS.

PASSED AND APPROVED THIS THE 15TH DAY OF APRIL 2015.

Bharat Patel, Mayor

ATTEST:

Susan Hill, City Secretary

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**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM**

MEETING DATE: April 15, 2015

NAME & TITLE: Dennis Stahl, Council Member
William DiLibero, City Manager

DEPARTMENT: City Council/City Manager's Office

ITEM

Discussion and action to approve interlocal agreement with Cameron County for disaster debris removal monitoring, consulting services and damage assessment data collection support should a disaster occur.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____ NO: _____
Approved by Legal: YES: _____ NO: _____

Comments:

RECOMMENDATIONS/COMMENTS

INTERLOCAL AGREEMENT
BETWEEN COUNTY OF CAMERON AND
THE TOWN OF SOUTH PADRE ISLAND, TEXAS

This agreement is made this ____, day of _____, 2015 between the County of Cameron, Texas and Town of South Padre Island, Texas.

Pursuant to the authority granted by the "Texas Interlocal Cooperation Act," Chapter 791 Texas Government Code providing for the cooperation between local governmental bodies, the parties hereto, in consideration of the premises and mutual promises contained herein, agree as follows:

WHEREAS, the contract is made under the authority of Sections 791.001-791.029 of the Texas Government Code; and,

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

WHEREAS, the governing bodies of each party find that the subject of this contract is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the subject matter of this contract; furthermore, the governing bodies find that the performance of this contract is in the common interest of both parties; and that the division of cost fairly compensates the performing party for the services under this contract.

I.

Town of South Padre Island, hereby makes, constitutes and appoints Cameron County its true and lawful purchasing agent for the purchase of DISASTER DEBRIS REMOVAL

14-2

MONITORING AND CONSULTING SERVICES AND DAMAGE ASSESSEMENT DATA

COLLECTION SUPPORT using Annual Contracts (RFP's) with Cameron County will maintain a listing of Annual Contract which is available for local entities use. Cameron County will forward a copy of requested Annual Contract for the requesting entity use. Town of South Padre Island agrees that Cameron County shall serve as the purchasing agent for selected items, and agrees that the proposing shall be conducted by Cameron County according to its usual proposal procedures and in accordance with applicable State statutes.

II.

Town of South Padre Island agrees that all specifications for selected items shall be determined by Cameron County.

III.

It is specifically understood and agreed that any costs incurred – by the County – for the City's Debris Monitoring and Management services required within incorporated limits shall be paid to the County by the City upon completion of the project. Cameron County shall be responsible for compliance with all conditions of delivery and quality of the purchased items.

IV.

William A. DiLibero, City Manager is hereby designated as the official representative to act for the Town of South Padre Island in all matters relating to this agreement.

V.

This agreement shall take effect upon execution by both signatories.

VI.

This agreement shall be in effect from the date of execution until terminated by either party to the agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed
by their authorized officers the day and year first above written.

CAMERON COUNTY

TOWN OF SOUTH PADRE ISLAND

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

ATTESTED BY:

Sylvia Garza-Perez, County Clerk
Cameron County, Texas

Susan Hill, City Secretary
South Padre Island, Texas

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**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM**

MEETING DATE: April 15, 2015

NAME & TITLE: Mary K. Hancock, Parks & Recreation

DEPARTMENT: Coastal Resources

ITEM

Discussion and action regarding a recommendation from Parks, Recreation and Beautification Committee to ban smoking in all City Parks.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____ NO: _____
Approved by Legal: YES: _____ NO: _____

Comments:

RECOMMENDATIONS/COMMENTS

**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM**

MEETING DATE: April 15, 2015

NAME & TITLE: Mary K. Hancock, Parks & Recreation

DEPARTMENT: Coastal Resources

ITEM

Discussion and action regarding a recommendation from Parks, Recreation and Beautification Committee to ban glass in all SPI City Parks.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____ NO: _____
Approved by Legal: YES: _____ NO: _____

Comments:

RECOMMENDATIONS/COMMENTS

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**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM**

MEETING DATE: April 15, 2015

NAME & TITLE: Mary K. Hancock, Parks & Recreation

DEPARTMENT: Coastal Resources

ITEM

Discussion and action regarding a recommendation from Parks, Recreation and Beautification Committee to name an official flower and tree for South Padre Island.

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____ NO: _____
Approved by Legal: YES: _____ NO: _____

Comments:

RECOMMENDATIONS/COMMENTS



Assorted Hibiscus Varieties



17-2



Asst. Palm Varieties



**CITY OF SOUTH PADRE ISLAND
CITY COUNCIL MEETING
AGENDA REQUEST FORM**

MEETING DATE: April 15, 2015

NAME & TITLE: Mary K. Hancock, Parks & Recreation

DEPARTMENT: Coastal Resources

ITEM

Discussion and action regarding a recommendation from Parks, Recreation and Beautification Committee to name the new SPI City Park the "John L. Tompkins Park".

ITEM BACKGROUND

BUDGET/FINANCIAL SUMMARY

COMPREHENSIVE PLAN GOAL

LEGAL REVIEW

Sent to Legal: YES: _____ NO: _____
Approved by Legal: YES: _____ NO: _____

Comments:

RECOMMENDATIONS/COMMENTS

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