

**ADDENDUM TO PROPOSAL FOR AGREEMENT WITH KENNEDY DEMOLITION
CONTRACTORS TO DEMOLISH CITY STRUCTURE(S) AT 502 PINE GULLY, CITY OF
SEABROOK, TEXAS**

This Addendum for Agreement (“Agreement”) is made this 15th day of September, 2021, and is incorporated into and will be deemed to amend the Proposal attached hereto and submitted to the City of Seabrook (“City”), by Kennedy Demolition Contractors, its agents and assigns, (“Contractor”), dated August 7, 2021 (No.080421), for Agreement with the City for demolition of designated structures owned by the City, (“Structure(s)”, located at 502 Pine Gully, Seabrook, Texas 77586, also known as Carother’s Costal Gardens, all for performance in Harris County, Texas. The purpose of this Agreement is to revise and amend the subject Proposal and related terms for a final controlling mutual agreement between the parties hereto, incorporating modifications, additions, and revisions as contained herein, which shall control for such purposes to finalize the Agreement between the parties hereto. The City and Contractor hereby agree to the following:

“SCOPE OF WORK” as contained in Contractor’s Proposal, are hereby revised and amended for the purposes of the Agreement as follows:

- Contractor specifically represents that it has carefully examined the site of the proposed work and is thoroughly familiar with the nature and location of the work, the confirmation of the ground and soil characteristics, the nature of any structures, the character quality, and quantity of the demolition work required, the time needed to complete the work, Contractor’s ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, and all other matters that in any way affect the work under this Agreement, having had the opportunity to conduct any and all additional inquiry, tests and investigation that he/she deems necessary and proper.
- The Contractor shall be responsible for removal of all debris existing prior to and resulting from the subject demolition and proper disposal of such debris from the demolition site at its own cost. Contractor shall fully comply with all federal, state and municipal regulations. All laws concerning handling and disposal of hazardous materials shall be strictly followed.
- Contractor shall take all reasonable or necessary steps and precautions to prevent damage to the property of others, including but not limited to, as applicable, protection of lateral and subjacent support.
- Contractor shall take all reasonable or necessary steps and precautions to prevent damage and preserve the right of way, streets, public utilities, capital improvements, infrastructure, mature trees, gardens/landscapes and structures not designated for demolition, as determined by City.
- All demolition work shall be conducted in a safe and sanitary manner, in order to prevent injury to persons and damage to property.
- Contractor shall ensure that all meters, service loops, lines, cables and instruments are disconnected, abandoned and/or safely removed prior to commencement of any demolition and/or site clearance. If Contractor finds that any such items have not been disconnected, abandoned and/or removed, Contractor shall not proceed with the demolition and/or site clearance until such items have been disconnected, abandoned and/or removed.
- The Contractor shall be responsible for properly disposing of any hazardous materials encountered during the demolition of the Structure.

The following provisions shall be added and become part of the parties Agreement:

SCHEDULE.

The City and Contractor shall agree upon a start date for demolition, said start date not to exceed _____ days from the date of parties' approval of this Agreement. The City shall issue a notice to proceed, and Contractor shall complete all services and tasks associated for demolition of the Structure within twenty (20) days of that date.

PAYMENT.

In consideration for the services rendered under this Agreement, the City agrees to pay Contractor the budgeted sum of **thirty-one thousand three hundred twenty dollars (\$31,320.00)**, upon final inspection and approval by the City. No payment shall be made until the City's inspection reveals that the work is entirely completed, and no advance payment will be made.

TERMINATION. This Agreement may be terminated at any time in whole or, in part, by the City giving written notice, delivered to Contractor, specifying the extent to which performance of the work is terminated, and the date upon which termination becomes effective. The Contractor, if work on the site has begun pursuant to a notice to proceed by the City, shall only be paid its reimbursable costs incurred for the work performed prior to the effective date of the termination notice.

COMPLIANCE WITH STATE AND LOCAL LAW.

Contractor agrees to comply with all federal, state and local laws, rules, regulations, or ordinances that are applicable at the time of Contractor's services.

INDEMNIFICATION.

Contractor, its agents and subcontractors warrants that it is an independent contractor and agrees to indemnify and hold City harmless against any loss or expense by reason of any liability imposed on City for damages because of bodily injury or death, accidents sustained by any person on account of damage to property arising out of the performance of this Agreement, whether such injuries to persons or damage to property are due or claimed to be due to any negligence of Contractor, City or, their agents, servants, or employees, or of any person.

ASSIGNMENT.

Neither this Agreement nor any interest of Contractor herein may be assigned, sublet, or transferred to a third party without prior written consent of the City.

AGREEMENT PROVISIONS CONTROL

This Agreement provides for a budgeted flat fee for Contractor's services and shall control over any additional potential charges, compensation or liability referenced in "Assumptions/Exclusion" or provisions otherwise contained in Proposal No.080421, dated August 7, 2021 ("Contract"). This Agreement shall also control in the event of conflict with any of the provisions in Contractor's Proposal. No amendments to this Agreement shall be effective and binding until it is reduced to writing and signed by duly authorized representatives of both parties.

SIGNED AND AGREED to by CITY, and CONTRACTOR on the dates indicated below.

[EXECUTION PAGE FOLLOWS]

CITY OF SEABROOK

CITY MANAGER

CONTRACTOR

Sanjet Kennedy

AUTHORIZED AGENT
KENNEDY DEMOLITION
CONTRACTORS, INC.