

**FARMERSVILLE CITY COUNCIL
REGULAR SESSION AGENDA
July 8, 2014, 6:00 P.M.
Council Chambers, City Hall
205 S. Main Street**

I. PRELIMINARY MATTERS

- Call to Order, Roll Call, Prayer and Pledge of Allegiance
- Welcome guests and visitors: Anyone wanting to speak on any items that are not the subject of a Public Hearing on this agenda is asked to speak at this time, with an individual time limit of 3 minutes. This forum is limited to a total of 30 minutes. Please note that the City Council cannot comment or take any action on this item.

II. CONSENT AGENDA

Items in the Consent Agenda consist of non-controversial or "housekeeping" items required by law. Council members may request prior to a motion and vote on the Consent Agenda that one or more Items be withdrawn from the Consent Agenda and considered individually. Following approval of the Consent Agenda, excepting the items requested to be removed, the City Council will consider and act on each item so withdrawn individually.

- A. City Council Minutes
- B. Police Department Report
- C. Code Enforcement/Animal Control Report
- D. School Resource Officer Report
- E. Fire Department Report
- F. Municipal Court Report
- G. Warrant Officer Report
- H. Public Works Report
- I. Library Report
- J. City Manager's Report

III. INFORMATIONAL ITEMS

These Informational Items are intended solely to keep the City Council apprised of the actions and efforts of the various boards and commissions serving the City of Farmersville. Council members may deliberate and/or request further information or clarification regarding any one or more of the items contained in this provision. City Council approval of, or action on, these items is not required or requested.

- A. FEDC (4A) Meeting Minutes
- B. FEDC (4A) Financial Report
- C. FCDC (4B) Meeting Minutes

- D. FCDC (4B) Financial Report
- E. Planning & Zoning Minutes
- F. Capital Improvements Advisory Commission Minutes
- G. Citizens Advisory Committee
- H. Sign Board of Appeals Minutes
- I. Parks Board Minutes
- J. Main Street Board Minutes
- K. Main Street Report
- L. Building & Property Standards Minutes
- M. TIRZ Minutes
- N. Library/Civic Center Board Minutes
- O. Farmersville Public Housing Authority
- P. North Texas Municipal Water District Board Agenda

IV. READING OF ORDINANCES

- A. Second Reading – Consider, discuss and act upon an ordinance to amend the Master Fee Schedule regarding:
 - 1. Refuse/garbage and recycle service to be effective October 1, 2014
 - 2. Transfer of utility service rates
 - 3. Utility connection rates
 - 4. Utility reconnection fees
- B. First Reading – Consider, discuss and act upon an ordinance to amend the Master Fee Schedule to increase the water and sewer rates

V. REGULAR AGENDA

- A. Consider, discuss and act upon a contract with Capps Capco Construction for the 12" water line project on Bob Tedford Drive
- B. Consider, discuss and act upon an agreement with Collin County to provide jail services during fiscal year 2014-2015
- C. Consider, discuss and act upon an agreement with Collin County to provide dispatch services during fiscal year 2014-2015 which also includes a Virtual Private Network Connection Policy and Agreement
- D. Consider, discuss and act upon enforcement of the Sign Ordinance within the City's Extra Territorial Jurisdiction
- E. Consider, discuss and act upon processes and requirements regarding special event permits
- F. Consider, discuss and act upon items regarding American Disability Act compliancy
- G. Consider, discuss and act upon an agreement between Independent Bank-Farmersville and the City of Farmersville regarding street lights

VI. BUDGET WORKSHOP

A. Discuss Proposed Fiscal Year Budget 2014 – 2015

VII. EXECUTIVE SESSION

A. Section 551.074, Deliberation Regarding Personnel Matters

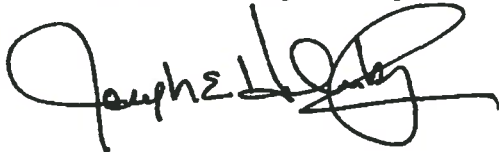
1. Discussion regarding Performance Evaluation of the City Manager

VIII. REQUEST FOR CONSIDERATION OF PLACING ITEMS ON FUTURE AGENDAS

IX. ADJOURNMENT

No action may be taken on comments received under "Recognition of Visitors".

Dated this the 3rd day of July, 2014.



Joseph E. Helmberger, P.E., Mayor

The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code, including, but not limited to, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.175-183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code, including, but not limited to, Section 321.3022 (Sales Tax Information).

Persons with disabilities who plan to attend this meeting and who may need assistance should contact the City Secretary at 972-782-6151 or Fax 972-782-6604 at least two (2) working days prior to the meeting so that appropriate arrangements can be made. Handicap Parking is available in the front and rear parking lot of the building.

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in the regular posting place of the City Hall building for Farmersville, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted July 3, 2014 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.



Edie Sims, City Secretary





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: CONSENT AGENDA - City Council Minutes

Electronic minutes are found at the following link:

http://www.farmersvilletx.com/government/agendas_and_minutes/city_council_meetings.isp

FARMERSVILLE CITY COUNCIL
MEETING MINUTES
June 10, 2014

The Farmersville City Council met in regular session on June 10, 2014 at 6:00pm in the Council Chambers at City Hall with the following members present: Mayor Helmberger, John Klostermann, Michael Hesse and Jim Foy. Council members absent were John Politz and Russell Chandler. Staff members present were City Manager Ben White, Police Chief Mike Sullivan, Fire Chief Kim Morris, City Attorney Alan Lathrom, Finance Director Daphne Hamlin, Assistant to the City Manager Paula Jackson, Court Clerk Christi Dowdy, Warrant Officer Rick Ranspot, Librarian Trisha Dowell, and City Secretary Edie Sims.

Item I) CALL MEETING TO ORDER, ROLL CALL

Mayor Helmberger called the meeting to order. Edie Sims called the roll and announced a quorum was present. Mayor Helmberger welcomed all guests and visitors. Rick Ranspot offered the invocation with Mayor Helmberger leading the audience in the Pledge of Allegiance to the American Flag and the Texas Flag.

Mayor Helmberger proclaimed June 21st as Audie Murphy Day and noted the activities to include a fly over, parade and roll call of local veterans.

Mayor Helmberger announced the annual Fire Department's Sparks of Freedom event at Southlake Park on July 4th.

Item II) CONSENT AGENDA

Mayor Helmberger asked Council if any items needed to be pulled for discussion and consideration. Jim Foy requested Item A – City Council Minutes be pulled. Mayor Helmberger requested Item C – Code Enforcement/Animal Control Report, Item D – School Resource Officer Report and Item H – Public Works Report be pulled. With no other items being pulled for discussion, John Klostermann motioned to approve Items B, E, F, G, I and J with Michael Hesse seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

Item A – City Council Minutes: Jim Foy requested a change to the May 13th minutes regarding Item VII – F to strike “No further action was taken by Council.” Jim Foy stated he motioned to approve the amendment and a second was made and needs to have the second motion inserted. Mayor Helmberger stated on the same minutes from May 13th, a clarification needs to be included regarding the residency requirements for the Parks and Recreation Board and Senior Citizens Advisory Committee. The residency requirements have been extended to only two members who live outside the City Limits of Farmersville.

Mayor Helmberger requested a change to the May 27th minutes to reflect the time the meeting began was 6:18 due to the lack of a quorum. On the same minutes, page 4 regarding the hazardous household waste, a clarification needs to be included regarding the additional charge for this service to be \$0.50 per household per month with \$0.06 being added to CWD's charge for administrative costs.

Mayor Helmberger also requested a change on page 5 of the May 27th minutes to strike "believes" from the second paragraph and have the statement read, "Mayor Helmberger knows this Order hurts the ability to have such events downtown."

On the same minutes, Mayor Helmberger requested a change to reflect "the ditch North of Houston Street was taken out during construction which took overflow water 'to' the Chaparral Trail" instead of 'from.'

With no other changes requested, Michael Hesse motioned to approve the minutes with the changes as requested. Jim Foy seconded the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

Item C – Code Enforcement/Animal Control Report: Mayor Helmberger stated he wants the brush cleaned up around town. The City spent a large sum on the cleanup after the ice storm. Many took advantage of the City and now brush is piled up after the wind/tornado storm. Mayor Helmberger had requested an investigation be performed by Code Enforcement resulting in 100 residences with a Notice of Violation being issued. Per Chief Sullivan, tickets will be written if not compliant with the Notice of Violation timeline given.

City Manager Ben White has requested several groups to come together and volunteer their time, vehicles and trailers to go around town picking up the brush and hauling to the Spain Athletic Complex. The chipper will be located at the Complex and manned by City employees to chip all the limbs and brush brought to the location. Volunteers will be working Friday June 13th and Saturday June 14th. All volunteers will meet at the Onion Shed at 8am and be given instructions per Mr. White. No limbs will be accepted over 6" in diameter. The residents will be responsible to have large limbs and stumps removed.

Chief Sullivan expressed concern the City is sending mixed messages. Mayor Helmberger stated it is time for all the brush to be removed. John Klostermann motioned to approve the Code Enforcement/Animal Control Report as presented with Michael Hesse seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

Item D – School Resource Officer Report: Mayor Helmberger requested an update when school is over. Chief Sullivan reported the SRO Officer is on patrol now that school is out. Michael Hesse motioned to approve the School Resource Officer Report with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

Item H – Public Works Report: Mayor Helmberger questioned why there are not improvements on street projects. City Manager Ben White informed the Council the subcontractor who prepares the base for the asphalt overlay stopped working on the project. There was an issue between the contractor and the subcontractor. Negotiations are being had with Axis Contracting, Inc. to do the curb work after the Safe Routes to School project is complete. Axis Contracting has had very little complaints

with residents during construction of the Safe Routes to School project while the subcontractor for the street overlay project has had continual complaints. The main contractor is being held responsible and will clean up all areas including the lot across from Trinity Baptist Church. The subcontractor used the empty lot as a dumping ground and was not given permission to do so. Michael Hesse stated he has a recommendation for excess dirt to be dumped to alleviate a mosquito problem. Mayor Helmberger expressed concern of a completion date. Mr. White stated a true end date has not been given as this project was a lump proposal for all the overlay jobs. If the contractor walked off the job, he would be negligent for completing the project only with no recourse. Mayor Helmberger was dispirited as it seems streets are not being finished. Jim Foy motioned to approve the Public Works Report as presented with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

Item III) INFORMATIONAL ITEMS

Council did not request further information or clarification regarding Informational Items.

ITEM IV – A) SECOND READING – CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE AMENDING THE RESIDENCY REQUIREMENTS FOR THE PARKS AND RECREATION BOARD AND THE SENIOR CITIZENS ADVISORY COMMITTEE

Council approved the first reading of this ordinance at the last meeting in May. With no further discussion, John Klostermann motioned to approve the ordinance upon second reading with Michael Hesse seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – A) CONSIDER, DISCUSS AND ACT UPON A MARKET ADJUSTMENT FOR PROGRESSIVE WASTE SOLUTIONS

Dick Demein, representative for Progressive Waste Solutions, came before the Council and stated the contract allows for an annual increase over the previous year regarding the Consumer Price Index (CPI) increase. Progressive has made a request of 1.04% increase which is \$0.10 increase bringing Progressive's monthly residential charge to \$10.02.

Presently we are in year three of the contract. Jim Foy confirmed and motioned to approve the \$0.10 increase with John Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – B) CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE REGARDING SPECIAL EVENTS WHERE ALCOHOL MAY BE SERVED

Mayor Helmberger opened this item and stated the Council is not in a position to act, but only to discuss and give guidance. City Attorney Alan Lathrom provided Council with potential ordinances and license agreements. The first proposed ordinance, Section 60-1 Purpose has several references to the film industry.

Farmersville has been designated as a Film Friendly City. Per Mr. Lathrom, having the film industry included allows expansion to TV shows, entertainment or maybe have workshops. Mr. Lathrom indicated on page 3 of the proposed ordinance details an established special events and page 4 defines a special event. The ordinance presented gives more priority to reoccurring events that have a tracking record. There are also specifications for a defined area and fire access and includes where Police Officers are to be stationed so alcohol does not go beyond the designated areas. Mr. Lathrom stated the cities of Forney and Flower Mound utilize a similar ordinance. Mayor Helmberger stated the ordinance is well thought out and a good starting point for Farmersville. The ordinance presented is stricter than what is presently enforced. Mr. Lathrom stated the ordinance protects the City and gives a good framework for the Police and Fire Departments. The site plan requirements can be modified. Vendors selling food should already have health code approvals. The entirety of the proposed ordinance is to protect the citizens. Jim Foy stated the concessions should be approved by the City.

Insurance questions were raised regarding specific events that are reoccurring, such as Old Time Saturday and Audie Murphy Day, if insurance would need to be obtained. Parades are also included as special events. Jim Foy stated the Council should spend time on this topic and have a workshop at the next meeting. Council concurred to continue this item to the next meeting.

ITEM V – C) CONSIDER, DISCUSS AND ACT UPON AWARDING THE 12" WATER MAIN AT BOB TEDFORD DRIVE PROJECT

City Manager Ben White stated a bid opening was held regarding the 12" water main project at Bob Tedford Drive with seven bids being received. The lowest bid was Capps-Capco Construction Company of Tyler for \$89,114. They are the same company who is installing the 12" water main on Sycamore Street. The contractor has 60 calendar days to completion once the contract has been signed. Mayor Helmberger asked if a clause is stated in the contract regarding liquidated damages, with Mr. White expressing yes. Michael Hesse motioned to award the project to Capps-Capco Construction Company with John Klostermann seconding the motion.

Jim Foy asked where the line is located with Mr. White stating from the West water tower to Highway 380. Currently the water flow is restricted due to an 8" water line. The project will improve water flow and pressure. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – D) CONSIDER, DISCUSS AND ACT UPON CONTINUED PARTICIPATION WITH ATMOS CITIES STEERING COMMITTEE AND AUTHORIZING PAYMENT OF \$0.05 PER CAPITA TO THE ACSC TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORP

City Manager Ben White indicated the City has been a member of the Atmos Cities Steering Committee for several years and this is an annual reoccurrence. Jim Foy motioned to approve the resolution for continued participation with ACSC with John

Klostermann seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – E) CONSIDER, DISCUSS AND ACT UPON AN AGREEMENT BETWEEN INDEPENDENT BANK-FARMERSVILLE AND THE CITY OF FARMERSVILLE REGARDING STREET LIGHTS

Mayor Helmberger opened this item stating the Interlocal agreement needs to be clarified showing “parking lot lights” and not “street lights.” Section 3 also needs clarification to state the City will install replacement lamps, ballasts and photocells provided by the bank and the bank’s expense of the product. The City will only offer labor.

In the past, Sharyland replaced the bulbs at no cost; however, the City is not in the business to replace bulbs at no cost, especially for lights on private property. Jim Foy noted the agreement is specific and clearly written for public use. Jim Foy also questioned if photocells are part of the lighting mechanism. Mr. White will clarify but most common photocells have LED. Alan Lathrom, City Attorney, stated he could change the agreement to replace the integral component parts of the lamp head. This item will need to be brought back to the Council at the next meeting.

ITEM V – F) CONSIDER, DISCUSS AND ACT UPON ADOPTING A RESOLUTION TO AMEND THE PERSONNEL POLICY REGARDING A UNIFORM POLICY

City Manager Ben White offered the uniform policy to clarify some items regarding Public Works and specifically Farmersville Electric. There are specific items which the City of Farmersville funds and others the employees are responsible for purchasing and maintaining. The City has implemented a work boot allowance which is the only change that the City currently does not implement. High visible vests will now be a standard as well as other safety equipment. Jim Foy motioned to approve the Resolution as presented with Michael Hesse seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – G) CONSIDER, DISCUSS AND ACT UPON HEALTH INSURANCE FOR CITY EMPLOYEES

Finance Director Daphne Hamlin discussed the health insurance documents with the Council informing the time frame for having the contracts has changed due to Obamacare. TML has implemented an increase from 3 – 17% depending on the plan of insurance. There are six plans to choose from and employees must be enrolled by October 1st. TML manages and assists with the employee health care and administers the Health Care Act. Jim Foy stated the documents are a boiler plate that is signed every year. John Klostermann motioned to approve the agreements/documents as presented with Michael Hesse seconding the motion. A poll of the Council was taken as follows: John Klostermann yes, Michael Hesse yes and Jim Foy yes. Motion passed with full Council approval.

ITEM V – H) CONSIDER, DISCUSS AND ACT UPON CLARIFICATION OF DRIVEWAY APPROACHES, DRIVEWAYS AND PARKING HAZARDS AND ISSUES

City Manager Ben White brought this item before the Council due to issues that arose from the Hamilton Street overlay project. Mr. White stated he would like to have an ordinance that gave better rules regarding driveways. There are properties that have rock as a side entrance for equipment being storage. Other areas have multiple driveways where there is more of a parking lot situation instead of a front yard. Some have four entries which seem too much. Mr. White stated he would appreciate working with the Planning and Zoning Commission to improve the definitions and offer good exceptions.

A normal residence should have one standard driveway and two if a circular drive is present. Mayor Helmberger stated the Subdivision Ordinance has regulations and spacing as well. The Zoning Ordinance has driveway information as well. It would be useful to combine the information and have all the driveway information clear. There also needs to be clarification of the surface type and the use, including auxiliary parking. Terms may also need to be brought up to date.

The consensus of the Council was to send this information to Planning and Zoning.

ITEM VI – A) WORKSHOP TO DISCUSS PROPOSED FISCAL YEAR BUDGET 2014 – 2015

Finance Director Daphne Hamlin came before the Council presenting the 2013-2014 revised budget and the 2014-2015 proposed budget. The Fire Department's request for bunker gear has been dropped from \$63,000 to \$45,000. City Manager Ben White stated last year's budget was used and moved to this year. The budget was balanced with no changes. The transfers remained the same. The risk is on the Water Department side as we are losing money. The same amount is charged by North Texas Municipal Water District. Rainfall is expected during the Fall and Winter, but right now the numbers are very low. The Electric Department is doing pretty well. Revenues are looking good. The Wastewater Department is generating revenues, more than in the past.

The Proposed Budget Highlights include \$37,200 from Rhino Communications for their lease on our water towers plus \$81,282 for an update to the Sales Tax Revenues. Ms. Hamlin spoke of the transfers from the Enterprise Funds to assist the General Fund which has been common place for several years.

Sales Tax revenues are growing each year. A 20 year history of the sales tax was presented to the Council. The Franchise Fees will have a larger increase due to Rhino Communications and the new contract to use our water tower space. On page 4 of the presentation, the Transfers-In has lowered due to expenditures from the Public Works including a generator and vehicles. The Court revenues include the Municipal Court and the Warrant Officer. Page 5 of the presentation shows the percentages comparing 2013-2014 budget to 2014-2015 proposed budget. Almost 1/3rd of our budget revenues come from Transfers-In.

The expenditure page of the proposed budget, page 6, reflects very little change. Budget amendments were accomplished for capital improvements during 2013-2014 where a budget item did not exist. One fire truck was paid off and another bond bought the new fire engine. The Property and Buildings item has decreased. The sale of equipment is being used for the Service Center improvements.

A decrease was made to the Parks Department budget. This line item is not the same as the Parks Board budget. The General Fund Parks budget line item pertains to maintenance of the City's parks and includes 3 employees, light bill at the Spain Complex, water bill for the Splash Pad and maintenance expenditures for the Chaparral Trail.

City Manager Ben White included a statement regarding the cost accounting software which helps separate departments to allow proper spending and monitoring of funds. 2011 was the first year this accounting was implemented. Jim Foy stated this is good information to emphasize to our citizens. Mr. White also stated \$30,000 was included in the Parks budget for a grant match.

Page 7 of the presentation reflects the percentages of the expenditures while page 8 shows the budget history with the currently revised budget. Mr. White requested the salary allocations as presented on pages 10 through 14. Mr. White stated the salary allocation was not considered when the Electric Department was being considered. A new lineman, making four employees in the Electric Department, is included in the budget. One individual is currently under contract. Right at the time the City was taking over the system, two out of the three employees were out and not able to work. If the system went down, a contractor may or may not be available. Therefore an additional person was built into the budget.

Ms. Hamlin was asked to present a Cost of Living Survey from area cities. Anna has a 3% increase. Greenville is proposing a 2% increase. McKinney is proposing a 2%, 4% and 6% merit raise. Princeton did not return a call. Wylie completed a compensation study and has implemented a set plan on the employee's anniversary equaling 2.5% increase.

Bond indebtedness is the next topic. First Southwest is preparing the bond information for Council approve the next \$1.5 million bond at the July Council meeting and funds will be available in August. This was the bond approved by the voters for streets, water and wastewater projects. Ms. Hamlin stated that most of the debt is paid by revenues and not by taxes. Mr. White offered an option to pay some of the debt through transfers and allow the taxes to pay the majority of the debt.

As seen on page 22 of the presentation, the Water Department is struggling. Mr. White stated if projections hold, the City will need to take funds from the reserves to cover the loss. Ms. Hamlin pointed out the rates have been followed according to the rate study; however the Water Department is supply and demand sensitive. With salaries being moved to the Wastewater Fund, the Admin Personnel dropped \$100,000. Mayor Helmberger noted the Council raised the wastewater rates to pay for future improvements yet every year funds are taken out to cover expenditures. Mr. White stated there is not enough in the current budget to take care of our system. Jim Foy

agreed we need to build up funds in the Wastewater Department. Each department should pay for only what it expends. Mayor Helmberger stated he would like to have the rate study within a month. If we continue on this same path, we are not heading in the right direction. People cannot conserve much more. Mr. White added that all cities supported by North Texas Municipal Water District are affected by this same problem. Another added factor became clear when Caddo Basin attained their own take point from NTMWD rather than through the City of Farmersville. Mr. White added Bill Harrison is very helpful to voice concerns as the City of Farmersville's representative on the NTMWD Board of Directors.

While looking at the revenues over expenditures for the Water Department, Mr. White stated all indications show that El Niño is expected to move and the weather to return to normal. This would mean more water usage by our residents. The pipeline installed by NTMWD from Lake Texoma to Lake Lavon is online, but Lake Lavon is still critical. The rate study will show the true cost to operate both the water and sewer.

Page 28 of the presentation shows the Wastewater Fund revenue sources based on the rate study. With the changes to the personnel as directed, the Wastewater Fund has increased expenses drastically. The Capital Expenditures include the vacuum pot holer and a one-ton pickup to improve the one-ton fleet per Mr. White. A backhoe was previously in the list of expenditures, but was removed. The Council further discussed having each department support itself.

The Electric Fund, although new, is expected to support itself. According to the projections and still being conservative, the revenues show to increase \$600,000. We will need one full year to know, but even including another employee the Electric Department shows to be very promising. Jim Foy stated this is the reason the Council opted to take the Electric Department back. The Surcharge is spent on electrical improvements.

The Refuse Fund will be corrected as the hazardous household waste figures are incorrect on the presentation, page 38. This will be brought back to the Council at the next budget workshop session.

Page 41 has a budget "Wish List" from all Departments. Mr. White stated he would like to place the "cut line" after the additional fireman and the others on the list can be worked toward next year's budget. Mayor Helmberger requested the rate study be complete to find where we are in planning the Wastewater Treatment Facility and transmission lines. Council will need to study this information and decide how to use the electric surplus.

Council concurred to slow down the transfers and allow each department operate on its own. \$160,000 was budgeted for Wastewater and Jim Foy requested these funds be returned to the Water Department and look to the rate study information to offset the cost. The transfers haven't changed in several years, but it is now time to reconsider. Mayor Helmberger stated the Water Fund has not paid for itself. Mr. White offered to decrease the Wastewater Funds. Mayor Helmberger stated the Candy Kitchen project needs to be done, but will have to be moved down the list. Mayor Helmberger requested the SRO Officer moving to patrol be moved to the top portion of the list along

with insurance, performance and cost of living increase, and the bunker gear. The Fire Department's request for bunker gear may be reduced through a grant. The bunker gear dated 2005 is fading and has been deemed unsafe. Chief Morris stated we owe our volunteers much more, but minimally to offer safe gear. The biggest bulk of our gear came through a Homeland Security grant.

ITEM VII) REQUEST FOR CONSIDERATION OF PLACING ITEMS ON FUTURE AGENDAS

Jim Foy requested to discuss enforcement of the Sign Ordinance in the Extra Territorial Jurisdiction at the first meeting in July. No one else requested items for future agendas.

ITEM VIII) ADJOURNMENT

Council adjourned at 8:16:47pm.

APPROVED

ATTEST

Joseph E. Helmberger, P.E., Mayor

Edie Sims, City Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: CONSENT AGENDA - Police Department Report



Farmersville Police Department
134 North Washington Street
Farmersville, TX 75442
972-782-6141

Farmersville Police Department Monthly Report June-14

Total Calls For Service:

501

Tier 1 Crimes

Robbery:

1

Assault:

6

Theft:

5

Burglary:

1

Motor Vehicle Theft:

0

Tier 2 Crimes

Forgery:

0

Fraud:

0

Criminal Mischief:

2

Weapons:

0

DWI:

0

Public Intoxication:

0

Disorderly Conduct:

1

Drugs:

6

Miscellaneous

Traffic Stops:

243

Major Accidents:

1

Citations:

Minor Accidents:

4

Alarms:

6

Agency Assist:

20

Cases filed with the District Attorney's Office:

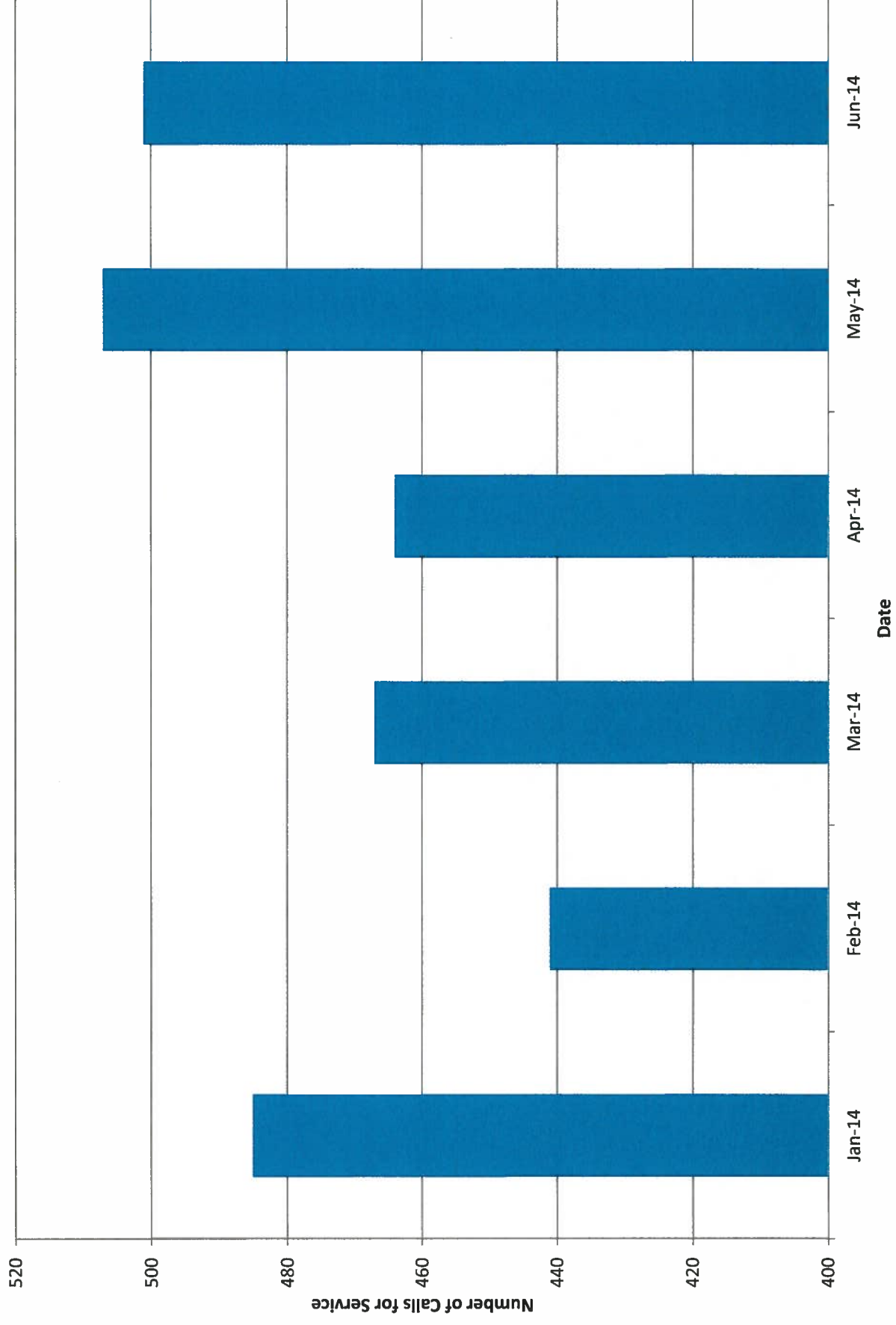
Felony:

7

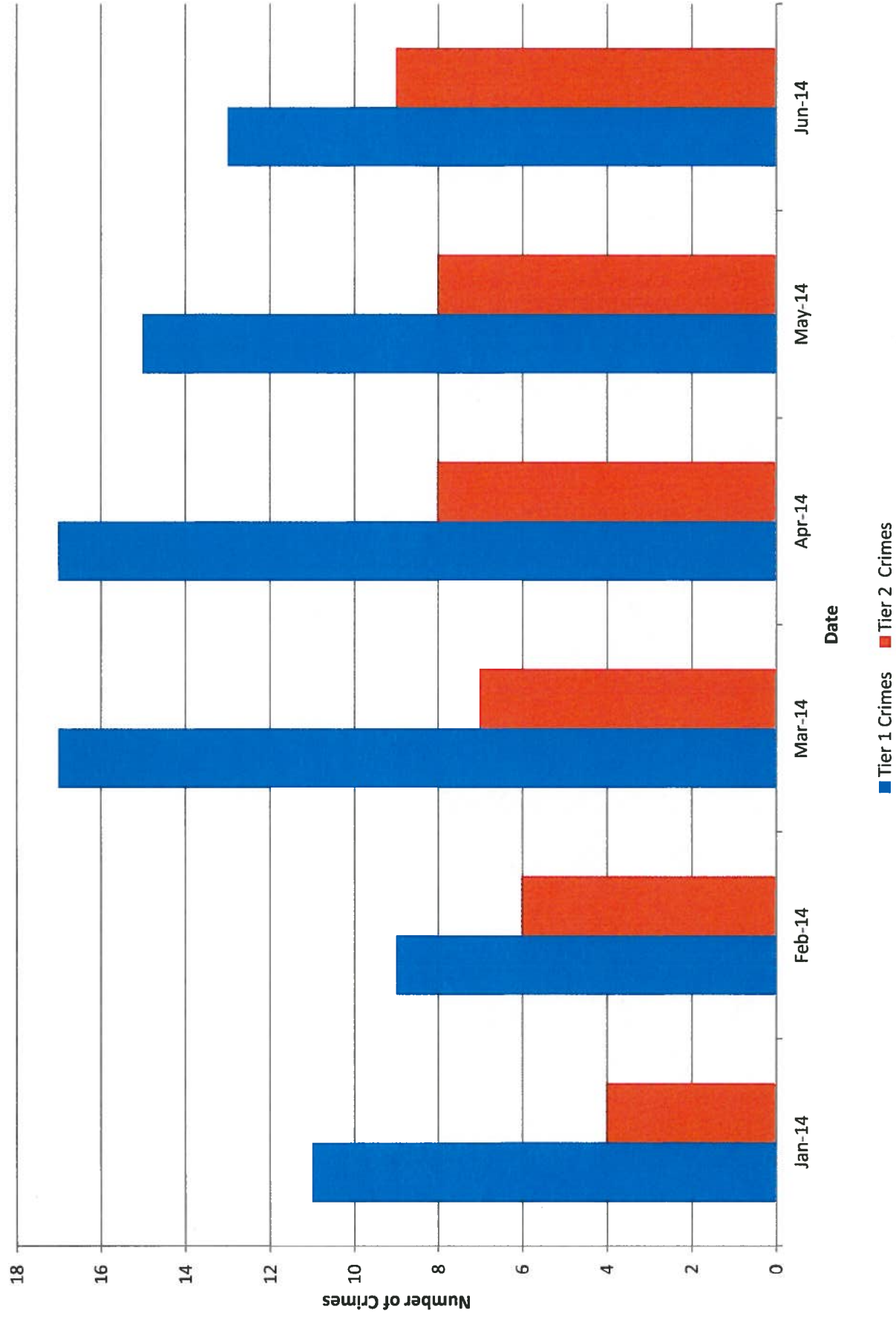
Misdemeanor:

7

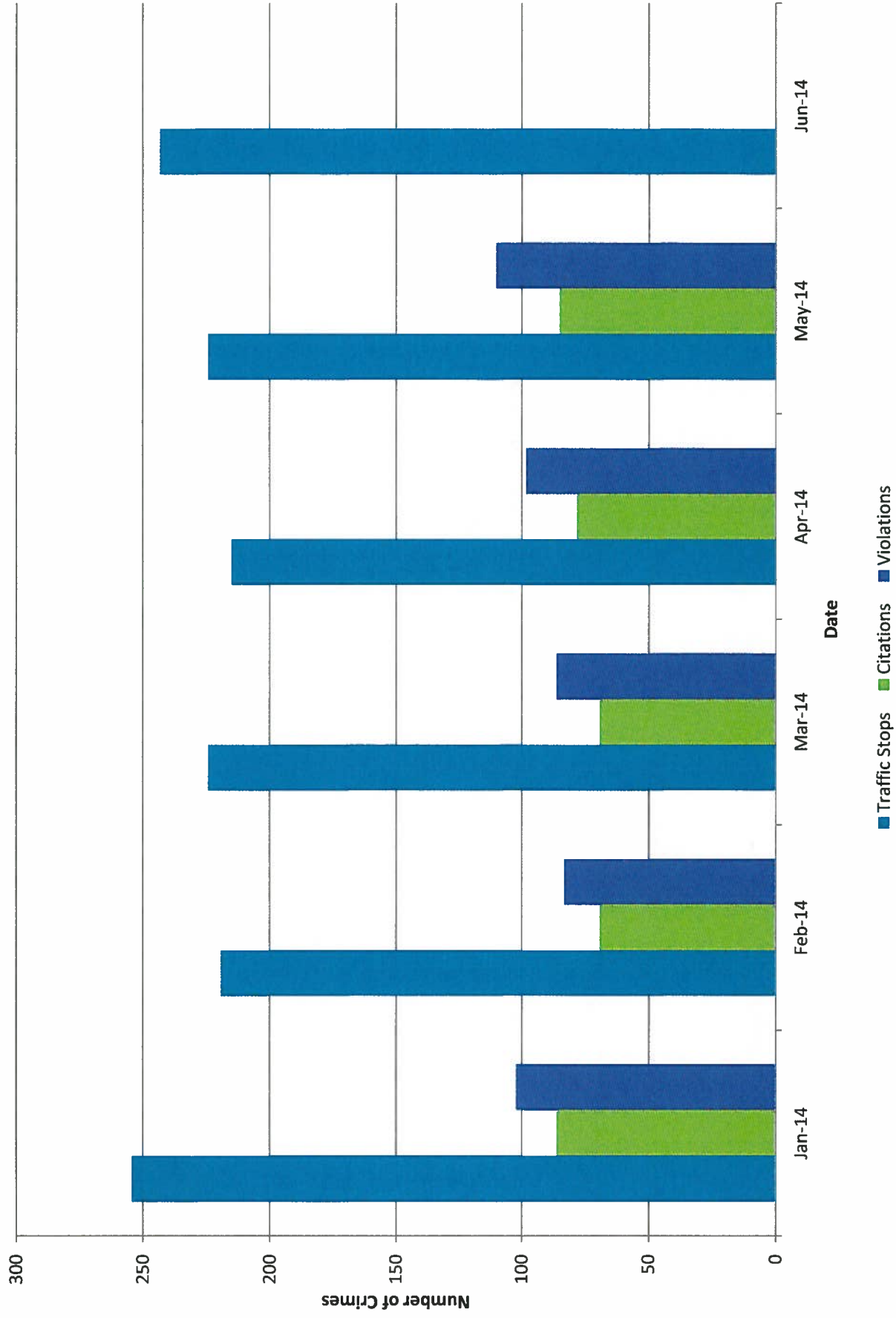
Police Department Calls for Service



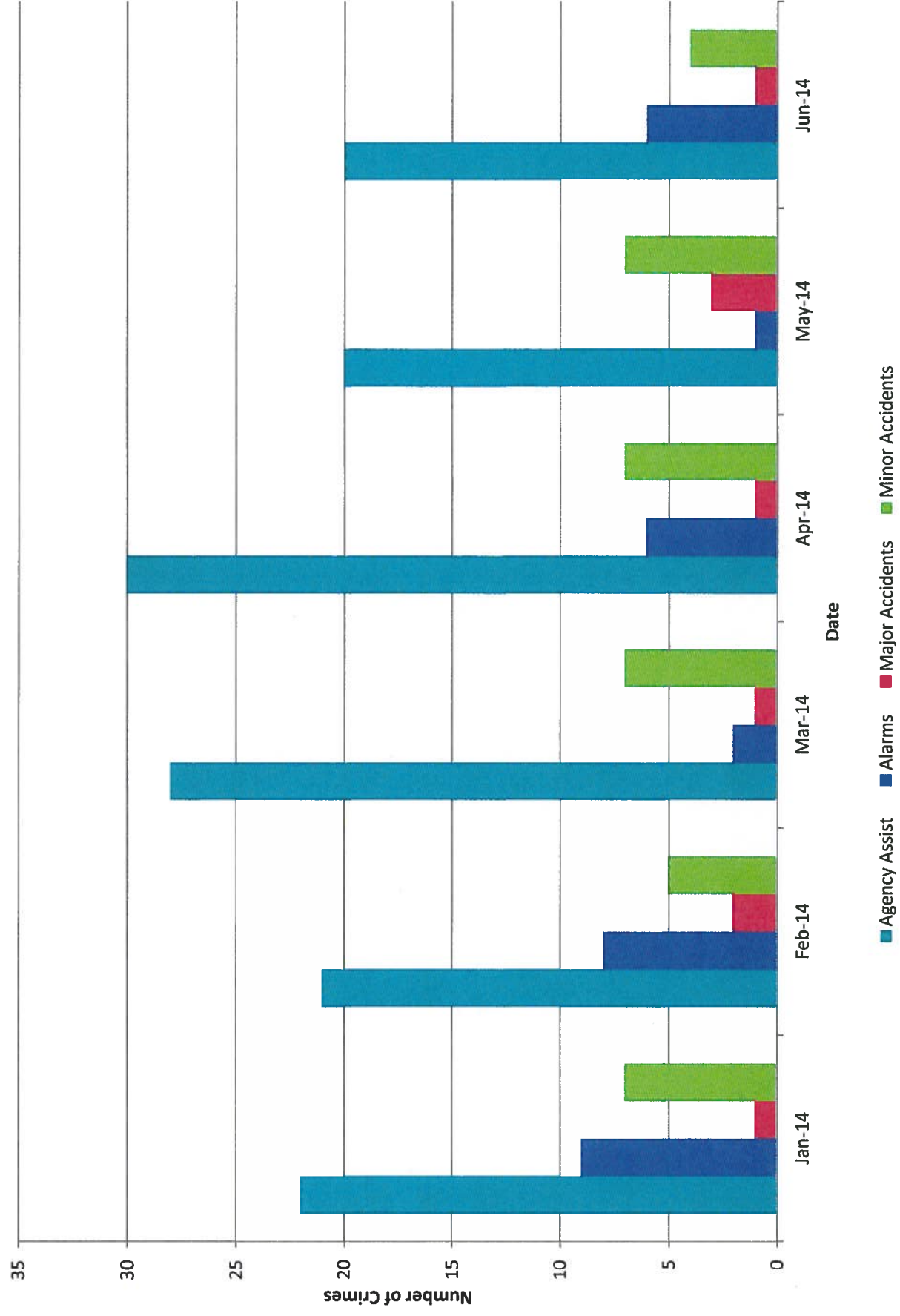
Uniform Crime Reporting



Traffic Enforcement



Police Activity





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: CONSENT AGENDA – Code Enforcement/Animal Control Report

Farmersville Police Department
Code Enforcement

Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
06/04/2014	607 Maple	Brush	X	X			X		06/16/2014	Send Letter
06/04/2014	314 Summit	Brush	X	X			X		06/13/2014	Spoke w/Owner
06/04/2014	316 Summit	Brush	X	X			X		06/13/2014	Spoke w/Owner
06/04/2014	209 Santa Fe	Brush	X	X			X		06/13/2014	Spoke w/Owner
06/04/2014	Back 40	Signs	X	X			X			Spoke w/Owner
06/04/2014	701 SH 78	Signs	X	X			X			Sent to City for Permit
06/04/2014	513 McKinney	Pool no Fence	X				X			Left Card
06/05/2014	210 N. Rike	Brush	X	X			X		06/16/2014	Send Letter
06/05/2014	106 Murchison	Brush, Tree Stump	X		X		X			Extended 6/30/2014
06/05/2014	104 Short	Brush	X	X			X		06/16/2014	Spoke w/Owner
06/05/2014	114 Prospect	Grass, Brush	X	X			X		06/16/2014	Spoke w/Owner
06/05/2014	303 Austin	Brush	X	X			X		06/16/2014	Left Card
06/05/2014	305 Austin	Brush, Grass	X		X		X			Extended 7/1/2014
06/05/2014	307 Austin	Brush	X	X			X		06/16/2014	Spoke w/Owner
06/05/2014	302 Austin	Tree Limb	X	X			X		06/16/2014	Left Card
06/05/2014	214 Austin	Brush, Debris	X	X			X		06/16/2014	Left Card
06/05/2014	211 Austin	Brush	X	X			X		06/16/2014	Spoke w/Owner
06/05/2014	207 Austin	Furniture, Debris	X	X			X		06/16/2014	Send Letter
06/05/2014	204 Austin	Brush, Tree Stumps	X	X			X			Extended 6/16/2014
06/05/2014	205 Austin	Brush	X	X			X		06/16/2014	Left Card
06/05/2014	126 N. Main	Brush	X	X			X		06/16/2014	Send Letter
06/05/2014	116 Houston	Brush	X	X			X		06/16/2014	Left Card
06/05/2014	120 Houston	Brush	X	X			X		06/16/2014	Spoke w/Owner
06/05/2014	211 Houston	Brush	X	X			X		06/16/2014	Spoke w/ Owner
06/05/2014	116 Woodard	Brush, Debris	X		X		X			Extended 6/30/2014
06/05/2014	Duran N. Buckskin	Brush	X		X		X		06/30/2014	Letter Sent 6/18/2014
06/05/2014	117 Woodard	Brush	X	X			X		06/16/2014	Spoke w/Owner
06/05/2014	312 Woodard	Brush	X	X			X		06/16/2014	Send Letter
06/05/2014	Mondy-Murchison	Brush, Grass	X	X			X		06/16/2014	Send Letter
06/05/2004	403 Murchison	Brush	X	X			X		06/16/2014	Left Card
06/05/2014	503 Houston	Tree Stumps	X		X		X			Letter Sent 6/18/2014
06/05/2014	411 Houston	Bldg Debris F/Y	X		X		X		06/30/2014	Letter Sent 6/18/2014
06/05/2014	303 Prospect	Brush, Grass	X	X			X		06/16/2014	Left Card
06/05/2014	106 Austin	Grass	X	X			X		06/16/2014	Spoke w/Owner

Farmersville Police Department
Code Enforcement

Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
06/05/2014	108 Austin	Grass, Brush	X		X		X			Extended 7/1/2014
06/05/2014	211 College	Brush	X	X			X		06/16/2014	Left Card
06/05/2014	301 College	Brush	X	X			X		06/16/2014	Spoke w/Owner
06/05/2014	109 College	Brush	X	X			X		06/16/2014	Left Card
06/05/2014	413 S. Main	Brush	X	X			X		06/16/2014	Send Letter
06/05/2014	507 S. Main	Brush	X				X			Left Card
06/05/2014	310 Summit	Tree Down	X		X		X		06/30/2014	Letter Sent 6/18/2014
06/05/2014	411 S. Rike	Brush	X	X			X		06/16/2014	Spoke w/Owner
06/05/2014	413 S. Rike	Brush	X	X			X		06/16/2014	Spoke w/Owner
06/05/2014	415 Hill	Brush, Debris	X	X			X		06/16/2014	Spoke w/Owner
06/05/2014	401 Hill	Brush B/Y	X		X		X			Letter Sent 6/18/2014
06/05/2014	118 Bois D'Arc	Brush	X	X			X		06/30/2014	Spoke w/Owner
06/05/2014	307 Orange	Brush	X	X			X		06/16/2014	Spoke w/Owner
06/05/2014	306 Orange	Grass	X	X			X		06/16/2014	Send Letter
06/05/2014	312 Orange	Brush	X	X			X		06/16/2014	Spoke w/Owner
06/05/2014	302 Orange	Brush	X	X			X			Extended 6/30/2014
06/05/2014	202 Murchison	Tree Twigs	X		X		X			Letter Sent 6/18/2014
06/05/2014	309 Murchison	Brush	X		X		X			Letter Sent 6/18/2014
06/05/2014	514 Jackson	Brush	X	X			X		06/16/2014	Spoke w/Owner
06/05/2014	508 Jackson	Brush	X	X			X		06/16/2014	Left Card
06/05/2014	422 Jackson	Brush	X	X			X		06/16/2014	Spoke w/Owner
06/05/2014	411 Jackson	Brush	X	X			X		06/16/2014	Left Card
06/05/2014	Mounger-Jackson	Grass, Brush	X	X			X		06/30/2014	Spoke w/Owner
06/05/2014	315 N. Main	Brush	X		X		X		06/30/2014	Letter Sent 6/18/2014
06/05/2014	108 Pendleton	Brush	X		X		X		06/30/2014	Letter Sent 6/13/2014
06/05/2014	401 Jackson	Brush	X	X			X		06/16/2014	Spoke w/Owner
06/05/2014	119 N. Main	Brush	X		X		X			Extended 6/30/2014
06/05/2014	914 S. Main	Tree Down F/Y	X		X		X			Extended 7/1/2014
06/05/2014	908 S. Main	Brush	X	X			X		06/16/2014	Spoke w/Owner
06/06/2014	307 S. Washington	Brush	X	X			X		06/16/2014	Send Letter
06/06/2014	308 S. Washington	Brush	X	X			X		06/16/2014	Send Letter
06/06/2014	214 Neathery	Brush	X	X			X		06/16/2014	Spoke w/Owner
06/06/2014	Lee-Neathery	Brush	X		X		X		06/30/2014	Letter Sent 6/18/2014
06/06/2014	508 Sid Nelson	Brush	X	X			X		06/16/2014	Spoke w/Owner
06/06/2014	401 Sid Nelson	Brush	X	X			X		06/16/2014	Spoke w/Owner

Farmersville Police Department
Code Enforcement

Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
06/06/2014	Lynch-Audie Murphy	Grass	X		X		X			Extended 7/1/2014
06/06/2014	510 Mimosa	Grass	X		X		X			Extended 7/1/2014
06/06/2014	Johnson-Sid Nelson	Grass	X		X		X		06/27/2014	Letter Sent 6/18/2014
06/06/2014	311 Sid Nelson	Grass	X	X			X		06/24/2014	City Called
06/06/2014	315 N. Johnson	Brush B/Y	X	X			X		06/30/2014	Spoke w/Owner 6/17/2014
06/06/2014	406 N. Hamilton	Brush	X	X			X		06/16/2014	Spoke w/Owner
06/06/2014	407 N. Hamilton	Brush	X	X			X		06/16/2014	Left Card
06/06/2014	Whittaker-N. Lincoln	Brush	X		X		X		07/01/2014	Letter Sent 6/18/2014
06/06/2014	First United Methodist	Brush	X	X			X		06/16/2014	Send Letter
06/06/2014	510 N. Main	Brush	X				X		06/16/2014	Send Letter
06/06/2014	509 Jackson	Brush	X		X		X			Extended 6/30/2014
06/10/2014	Cross Road Terrace	Recheck	X	X			X			Extended 6/12/2014
06/10/2014	205SH 78	Grass	X		X		X		06/10/2014	Recheck
06/10/2014	818 S. Main	Bins of Debris	X	X	X		X			Extend until 7/8/2014
06/10/2014	502 Meadowview	Basketball Goal	X	X			X		06/17/2014	Spoke w/Owner
06/10/2014	501 Meadowview	Basketball Goal	X	X			X		06/07/2014	Left Card
06/10/2014	512 Meadowview	Basketball Goals	X	X			X		06/24/2014	Spoke w/Owner
06/10/2014	612 Jouette	Gras	X	X			X		06/10/2014	Recheck
06/10/2014	608 Jouette	Grass	X	X			X		06/10/2014	Recheck
06/10/2014	610 Jouette	Grass	X	X			X		06/10/2014	Recheck
06/10/2014	508 Jouette	Grass	X	X			X		06/10/2014	Recheck
06/10/2014	510 Jouette	Grass	X	X			X		06/10/2014	Recheck
06/10/2014	311 Woodard	Grass	X		X		X		07/01/2014	Send Final Notice
06/10/2014	106b Beech	Brush, Debris	X		X		X			Extend Until 7/8/2014
06/10/2014	115 Beech	Grass	X		X		X		06/10/2014	Recheck
06/10/2014	114 Beech	Grass	X		X		X		06/10/2014	Recheck
06/10/2014	504 Meadowview	Illegal Dumping	X		X		X		06/10/2014	Recheck
06/10/2014	506 Meadowview	Illegal Dumping	X		X		X		06/10/2014	Recheck
06/10/2014	507 Meadowview	Fence	X		X		X		06/24/2014	Extended 6/10/2014
06/10/2014	508 Meadowview	Fence	X		X		X			Extended 6/24/2014
06/10/2014	509 Meadowview	Fence	X		X		X		06/10/2014	Recheck
06/10/2014	510 Meadowview	Fence	X		X		X			Extended 6/24/2014
06/10/2014	512 Meadowview	Fence	X		X		X		06/10/2014	Recheck
06/11/2014	604 Waterford	Basketball Goal	X	X			X			Spoke w/Owner

Farmersville Police Department
Code Enforcement

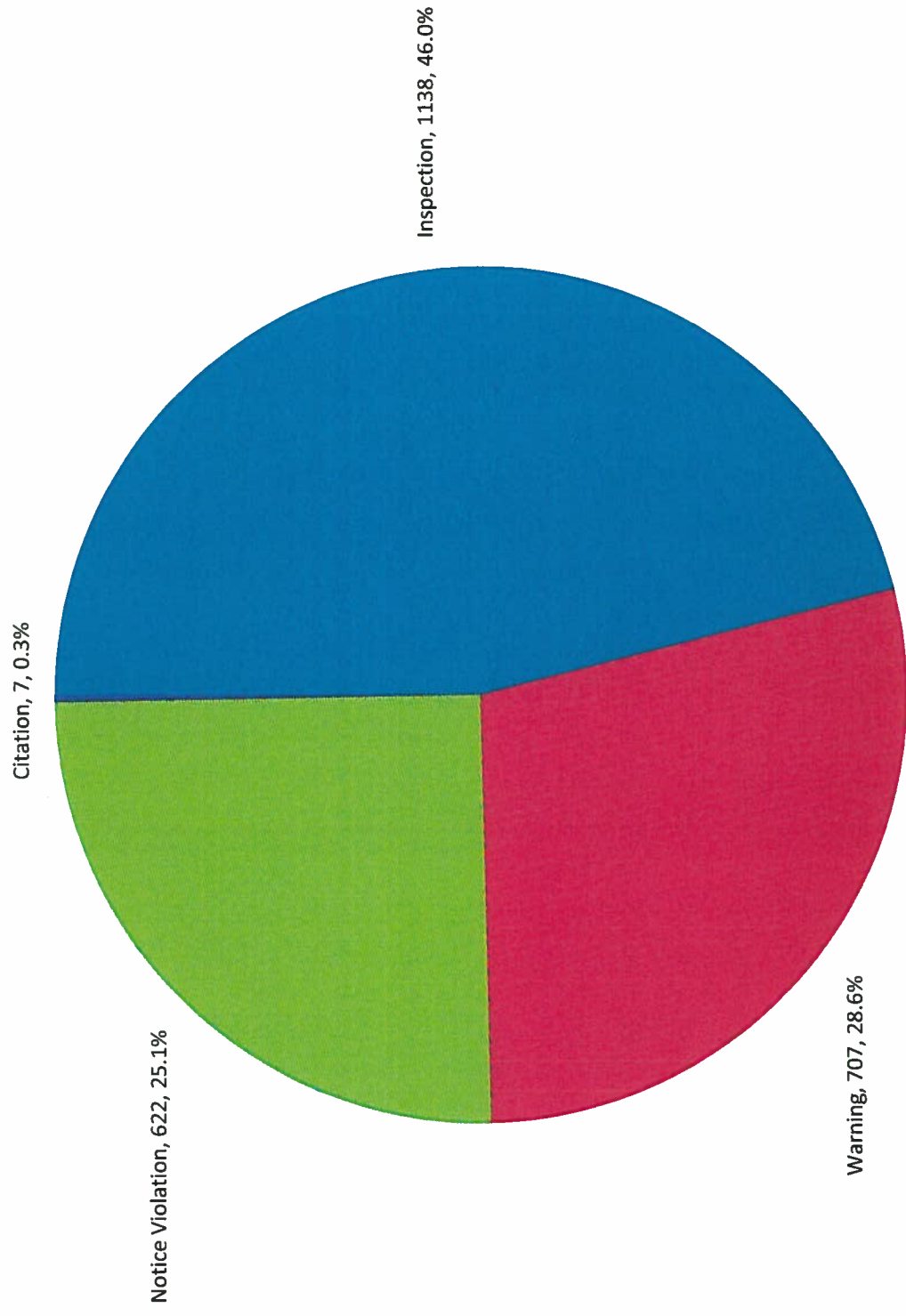
Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
06/11/2014	213 Hill	Junk Yard Comp	X				X			Left Card
06/13/2014	105 N. Johnson	Grass	X				X		06/30/2014	Left Card
06/13/2014	301 Santa Fe	Fece, Grass, Brush	X		X		X		06/13/2014	Recheck
06/13/2014	124 N. Hamilton	Brush	X	X	X		X		06/13/2014	Recheck
06/13/2014	124 N. Hamilton	Grass	X	X			X		06/17/2014	Spoke w/Owner
06/13/2014	PR 100 #10	Grass	X	X			X		07/01/2014	Spoke w/Owner
06/13/2014	PR 100 #12	Grass	X		X		X			NOV 6/19/2014
06/16/2014	Harless-380	Grass	X		X		X		06/16/2014	Recheck
06/16/2014	Harless-380	Brush	X		X		X			Letter Sent 6/18/2014
06/16/2014	Jenkins-Jouette	Tree	X		X		X		06/16/2014	Recheck
06/16/2014	1006 S. Main	Grass	X		X		X		06/16/2014	Recheck
06/16/2014	314 S. Washington	Trees Down	X		X		X		06/16/2014	Recheck
06/16/2014	513 McKinney	Tree	X		X		X		06/30/2014	Extended 6/16/2014
06/16/2014	Amy's Carwas	Grass	X	X	X		X			Extended 6/30/2014
06/16/2014	715 N. Main	Grass	X	X			X		06/17/2014	Spoke w/Owner
06/16/2014	McClouds	Grass	X	X			X		6/17/2014	Spoke w/Owner
06/17/2014	Delgado-Orange	Grass	X		X		X		06/30/2014	Letter Sent 6/18/2014
06/17/2014	Old Golf Coruse	Grass, Trees	X		X		X			Extended 6/30/2014
06/17/2014	421 Jackson	Tree	X	X			X			Call City
06/17/2014	117 Woodard	Tree Stump	X		X		X		06/30/2014	Letter Sent 6/18/2014
06/17/2014	311 Windom	Brush B/Y	X	X			X		06/30/2014	Spoke w/Owner
06/17/2014	610 S. Main	Brush	X		X		X		07/01/2014	Letter Sent 6/20/2014
06/19/2014	500 Candy	Brush	X	X			X			Spoke w/Owner
06/19/2014	501 Maple	Brush B/Y	X		X		X			Extended 7/1/2014
06/19/2014	402 McKinney	Building Debris	X		X		X			Extended 7/1/2014
06/19/2014	PR 100 #15	Fence, Shed, Tires	X		X		X			NOV 6/24/2014
06/19/2014	119 N. Main	Filling Pool w/Water	X	X			X		06/19/2014	Spoke w/Owner
06/19/2014	310 Haislip	Grass	X	X			X		06/24/2014	Spoke w/Owner
06/19/2014	202 S. Rike	Travel Trailers	X	X			X		06/30/2014	Spoke w/Owner
06/24/2014	608 Meadowview	Grass	X	X			X			Send Letter
06/24/2014	PR 100 #8	Fridge	X	X			X		07/01/2014	Spoke w/Owner
06/24/2014	PR 100 #42	Grass	X	X			X		07/01/2014	Spoke w/Owner
06/24/2014	Masonic Lodge	Brush	X	X			X			Letter Sent 6/26/2014
06/24/2014	212 S. Hamilton	Grass	X	X			X		07/01/2014	Spoke w/Owner

**Farmersville Police Department
Code Enforcement**

Date	Address	Violation	Inspect	Warn	Notice	Cite	Proactive	Reactive	Closed	Notes/CFS
06/24/2014	508 Neathery	Grass	X	X			X			Letter Sent 6/26/2014
06/24/2014	214 Neathery	Grass	X	X			X		06/30/2014	Spoke w/Owner
06/24/2014	412 Haislip	Brush	X	X			X			City Called
06/24/2014	419 Haislip	Brush	X	X			X		06/30/2014	Spoke w/Owner
06/24/2014	402 S. Johnson	Grass	X		X		X		07/01/2014	NOV 6/30/2014
06/24/2014	221 S. Washington	Brush B/Y	X				X			Letter Sent 6/26/2014
06/24/2014	106 Sant Fe	Grass	X	X			X		06/30/2014	Spoke w/Owner
06/24/2014	110 Santa Fe	Grass	X	X			X			Spoke w/Owner
06/24/2014	602 S. Main	Shrubs	X	X			X			Spoke w/Owner
06/24/2014	909 S. Main	Grass	X	X			X			Spoke w/Owner
06/24/2014	112 Abbey	Grass	X	X			X		06/27/2014	Left Card
06/24/2014	504 Clairmont	Grass	X	X			X			Letter Sent 6/12/2014
06/24/2014	506 Clairmont	Grass	X	X			X			Letter Sent 6/26/2014
06/24/2014	505 Clairmont	Grass	X	X			X			Letter Sent 6/26/2014
06/24/2014	512 Clairmont	Grass	X	X			X			Letter Sent 6/26/2014
06/24/2014	502 Clairmont	Grass	X	X			X			Letter Sent 6/12/2014
06/24/2014	604 Jouette	Grass	X	X			X			Letter Sent 6/12/2014
06/24/2014	512 Jouette	Grass	X	X			X			Letter Sent 6/12/2014
06/24/2014	503 Ryan Circle	Grass	X	X			X			Letter Sent 6/12/2014
06/24/2014	502 Ryan Circle	Grass	X	X			X			Letter Sent 6/12/2014
06/25/2014	205 Central	Appliances	X	X			X			Spoke w/Owner
06/26/2014	425 Sherry	Grass	X		X		X			Spoke w/Owner
06/26/2014	417 Sherry	Grass	X	X			X		06/30/2014	Letter Sent 6/27/2014
06/26/2014	308 Sherry	Brush	X	X			X			Left Card
06/26/2014	306 Sherry	Complaints	X	X			X			Spoke w/Owner
06/26/2014	315 Maple	Grass	X	X			X		06/26/2014	Spoke w/Owner
06/27/2014	801 Westgate	Stagnant Water	X					X	06/30/2014	Left Card
06/30/2014	Feagin-Maple	Grass	X	X			X		06/27/2014	Put Dunks in Water
06/30/2014	309 Murchison	Debris, Toilet	X				X			Spoke w/Manager
06/30/2014	204 Woodard	Brush	X	X			X			Send Letter
06/30/2014	202 Woodard	Grass, Windows	X				X			Spoke w/Renter
										Send Letter

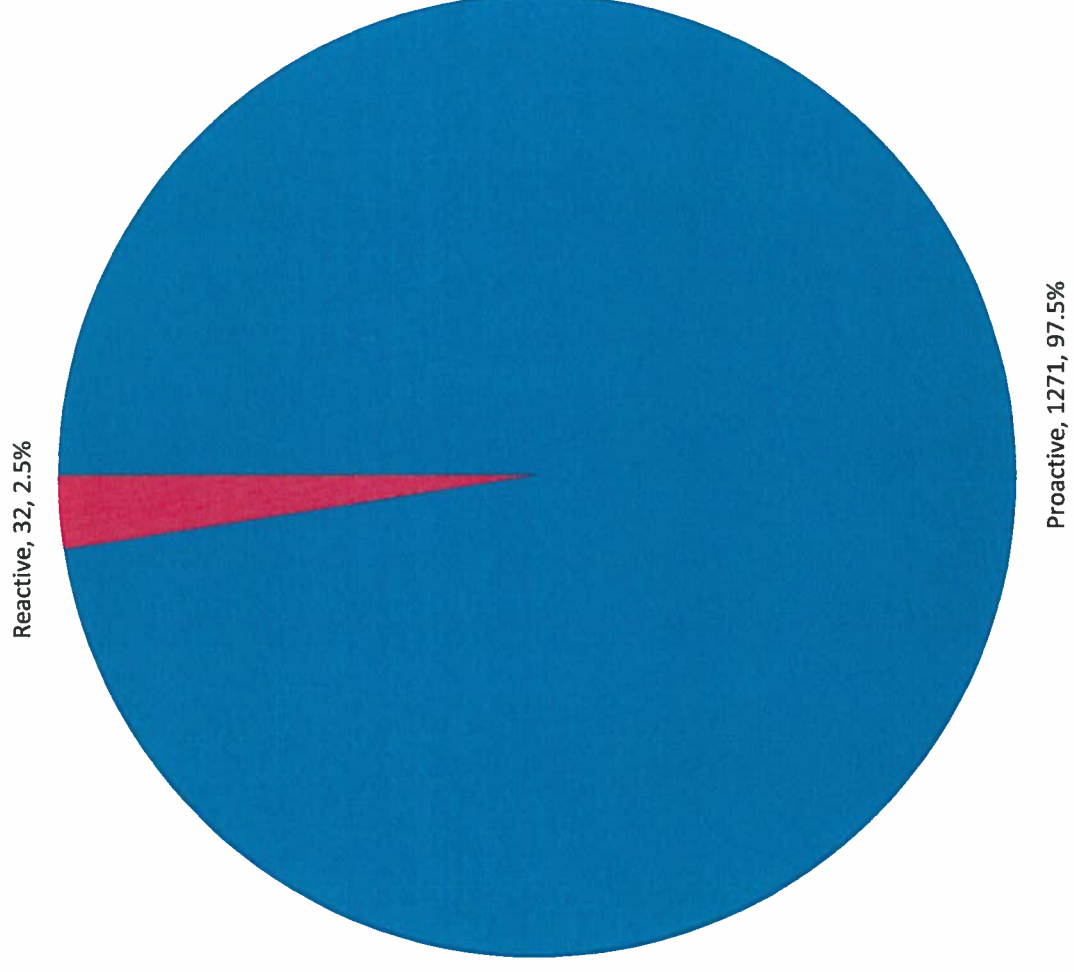
Code Enforcement Activity Results

City of Farmersville Police Department

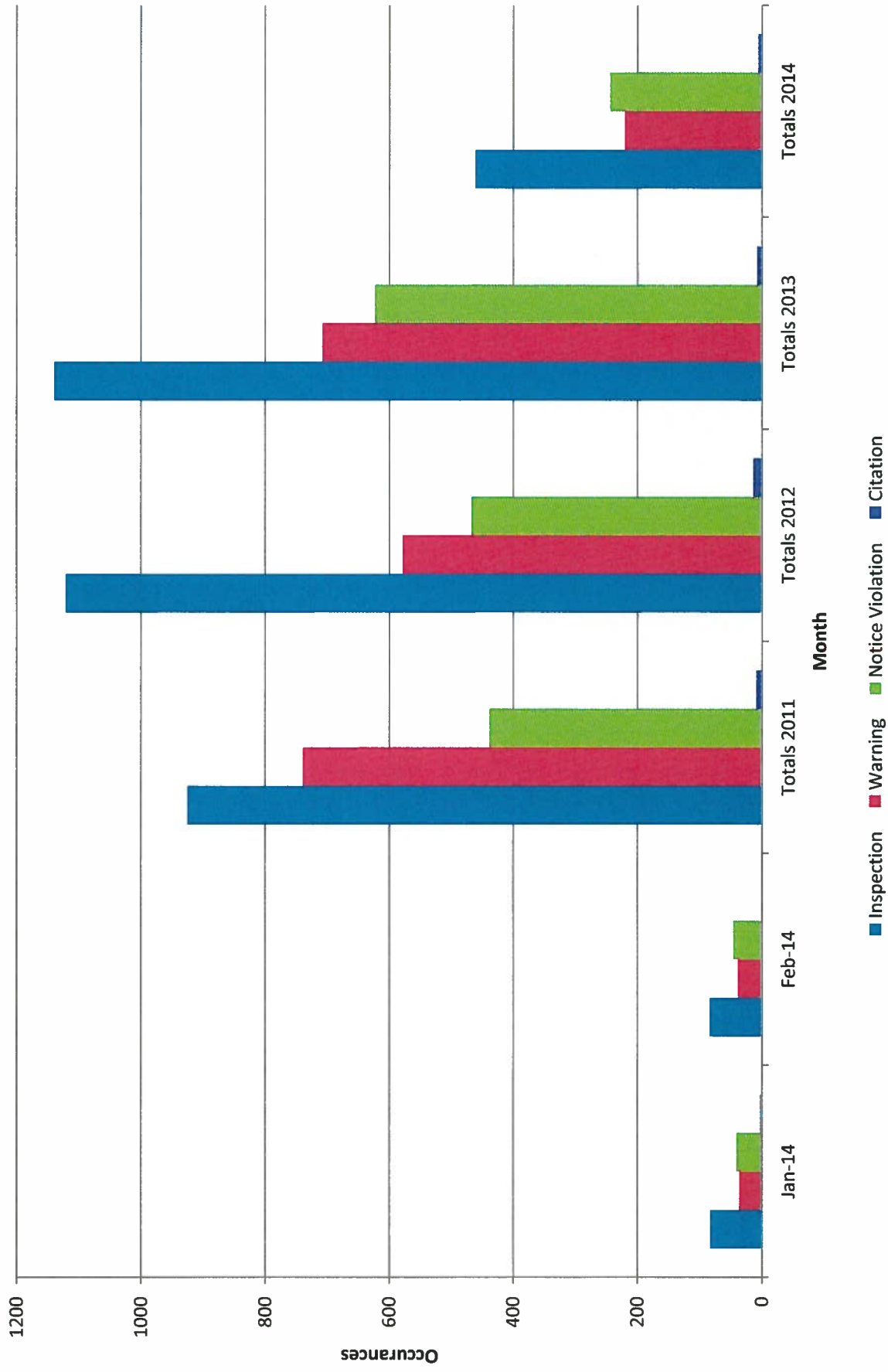


Code Enforcement Activity Results

City of Farmersville Police Department



Code Enforcement Activity Results City of Farmersville Police Department



**FARMERSVILLE POLICE DEPARTMENT
PUBLIC SERVICE OFFICER: ANIMAL CONTROL MONTHLY REPORT**

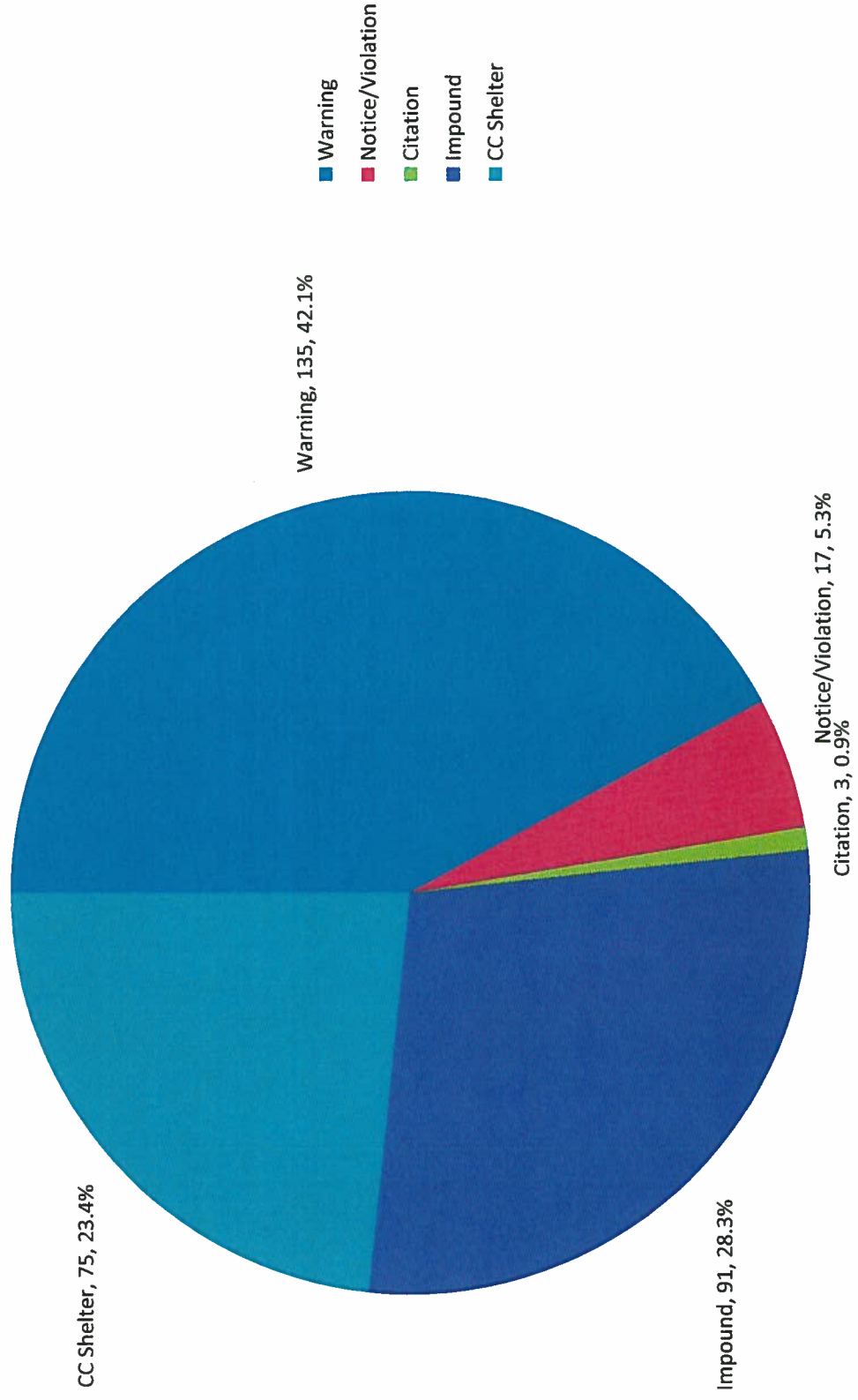
DATE	TYPE OF CALL	ADDRESS	VIOLATION	WARNING	NOTICE/MOL	CITATION	IMPOUND	CC SHELTER	CFS#
06/02/2014	Hurt Cat	Trail	Unable to Locate						
06/02/2014	Loose Dog	Murchison	Returned to Owner	X					
06/02/2014	Animal Complaint	309 S. Rike	Spoke w/Owner	X					
06/02/2014	Stray Kitten	107 Wilcoxson	CCAS					X	
06/02/2014	Abandoned Dogs	307 N. Main	CCAS					X	
06/03/2014	Loose Dog	Waterford	Went Back in Fence						
06/03/2014	Hurt Dog	Gaddy	Pound				X		
06/04/2014	Pick Up Dog	Pound	Dog Escaped						
06/04/2014	Sick Dog	314 Summit	Told to Atke to Vet	X					
06/05/2014	Loose Dogs	Gaddy	Returned to Owner	X					
06/05/2014	Loose Dog	Haughton	Returned to Owner	X					
06/06/2014	Dog Complaint	417 Summit	Left Card						
06/06/2014	Loose Dog	N. Main	Unable to Locate						
06/06/2014	Tangled Up Dog	S. Rike	Untangled Dog						
06/06/2014	Stray Puppy	Meritt	CCAS					X	
06/07/2014	Loose Dogs	510 McKinney	Returned to Owner	X					
06/09/2014	Loose Dog	Maple	Unable to Locate						
06/09/2014	Stray Kitten	Haughton	Pound						
06/10/2014	Loose Dog	Pendleton	Returned to Owner	X					
06/11/2014	Stray Cat, Kittens	420 N. ashington	CCAS (3)					X	
06/11/2014	Stray Dog	Oak Grove Apt	CCAS					X	
06/11/2014	Dog Complaint	505 Waterford	Spoke w/Owner	X					
06/13/2014	Loose Dog	316 Summit	Left Card						
06/13/2014	PR 100 #27	Loose Dogs	Made Owner Contain	X					
06/13/2014	PR 100 #27	Dog Complaint	Spoke w/Owner	X					
06/16/2014	Dog Complaint	316 Summit	Spoke w/Owner	X					
06/17/2014	Loose Dog	Windom	Put Back in Fence						
06/17/2014	Sick Puppies	305 Roling Hills	Complaint-Ok						
06/22/2014	Loose Dogs	Feagins	Impounded				X		
06/22/2014	Pick Up Dogs	Pound	Returned to Owner	X					
06/24/2014	Animal Complaint	1008 S. Main	Spoke w/Owner	X					
06/24/2014	Animal Complaint	1013 S. Nain	Spoke w/Owner	X					
06/24/2014	Loose Dog	205 Central	Spoke w/Owner	X					
06/25/2014	Stray Cat	McCloud's	Returned to Owner	X					
06/25/2014	Stray Dog	Maple	CCAS					X	
06/27/2014	Stray Dogs	1018 S. Main	CCAS (2)					X	
06/27/2014	Barking Dogs	505 Waterford	Spoke w/Owner	X					
06/27/2014	Hurt Dog	671 Audie Murphy	CCAS					X	
06/29/2014	Loose Live Stock	Hwy 380	Unable to Locate						

FARMERSVILLE POLICE DEPARTMENT
PUBLIC SERVICE OFFICER: ANIMAL CONTROL MONTHLY REPORT

DATE	TYPE OF CALL	ADDRESS	VIOLATION	WARNING	NOTICE/VIOL	CITATION	IMPOUND	CC SHELTER	CFS#
06/30/2014	Stray Cat/Kittens	307 N. Washington	CCAS (6)					X	

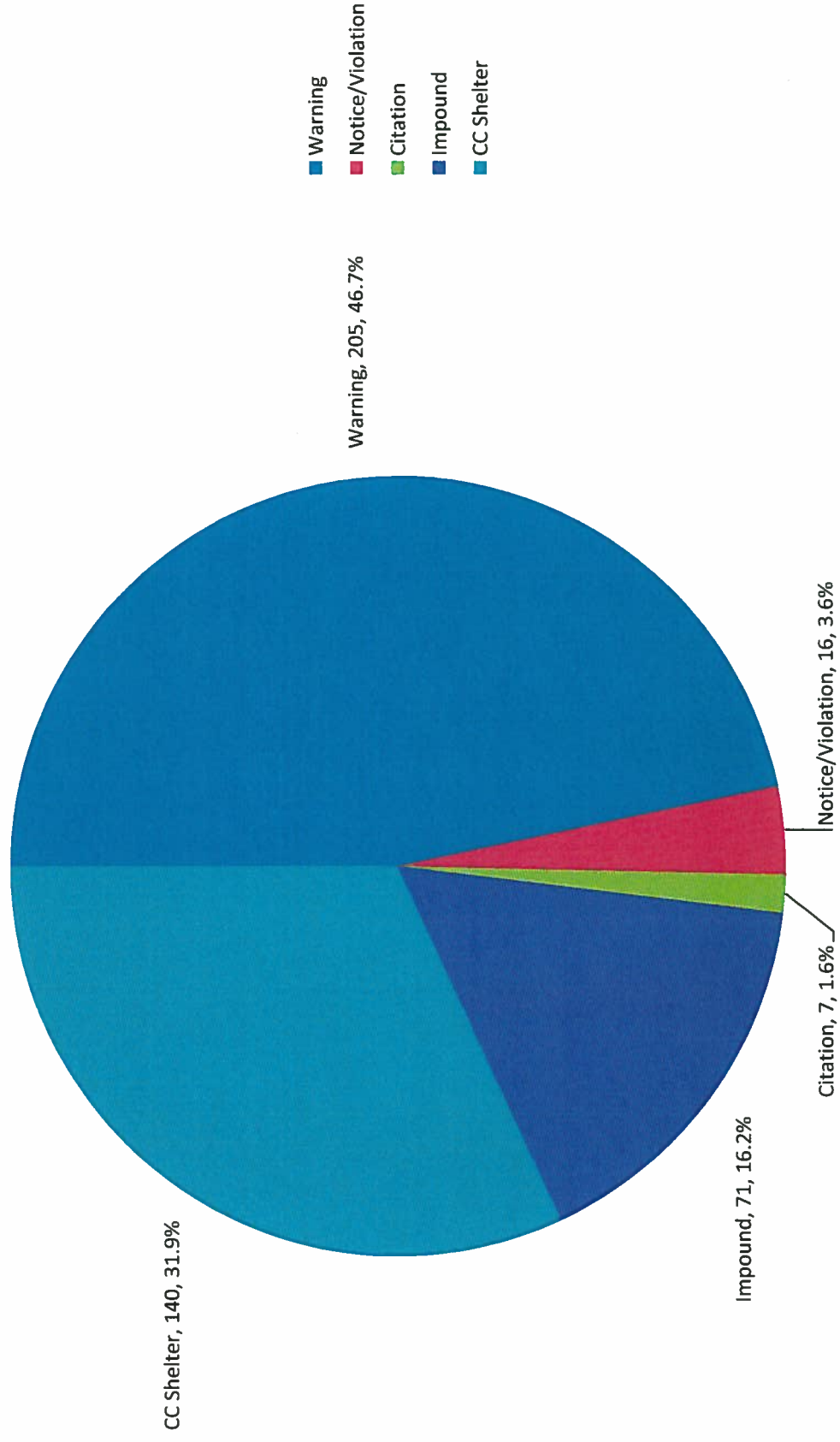
Animal Control Activity Results

Farmersville Police Department
Cumulative, Calendar Year 2014



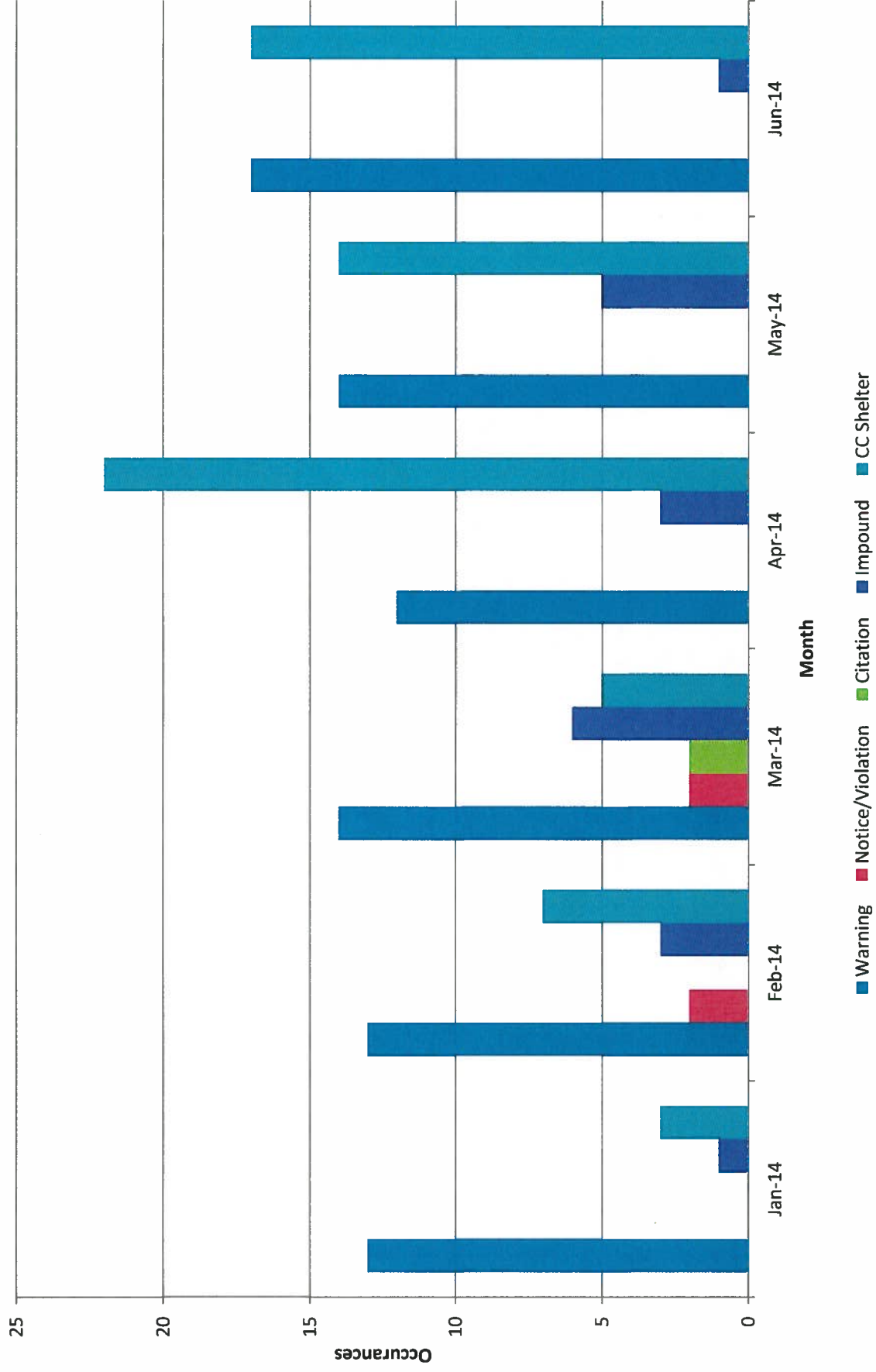
Animal Control Activity Results

Farmersville Police Department
Cumulative, Calendar Year 2014



Animal Control Activity Results

Farmersville Police Department





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: CONSENT AGENDA – School Resource Officer Report

- School is out, so there will not be a report from the School Resource Officer



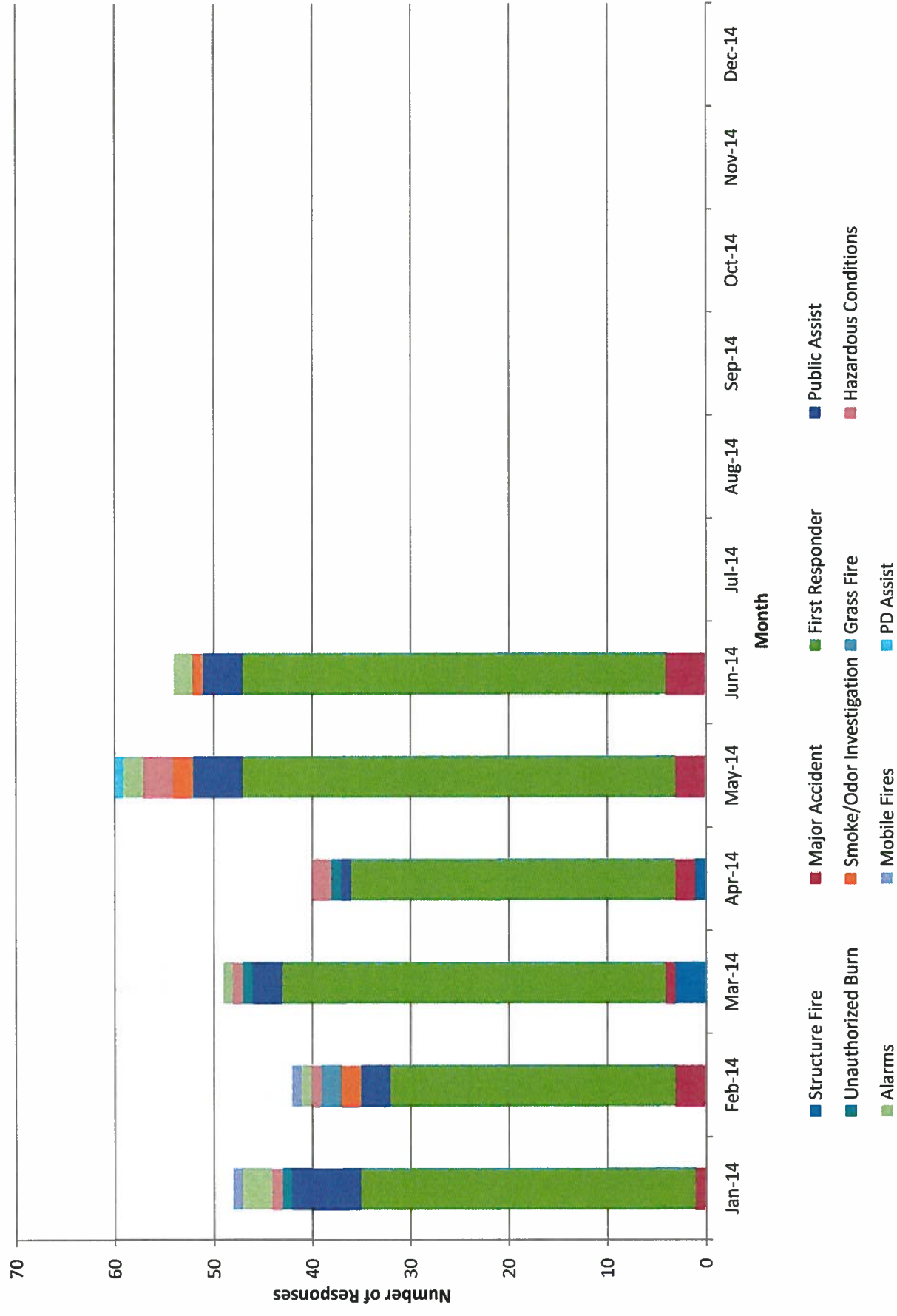
TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: CONSENT AGENDA – Fire Department Report

FARMERSVILLE FIRE DEPARTMENT
MONTHLY CITY COUNCIL REPORT
JUNE, 2014

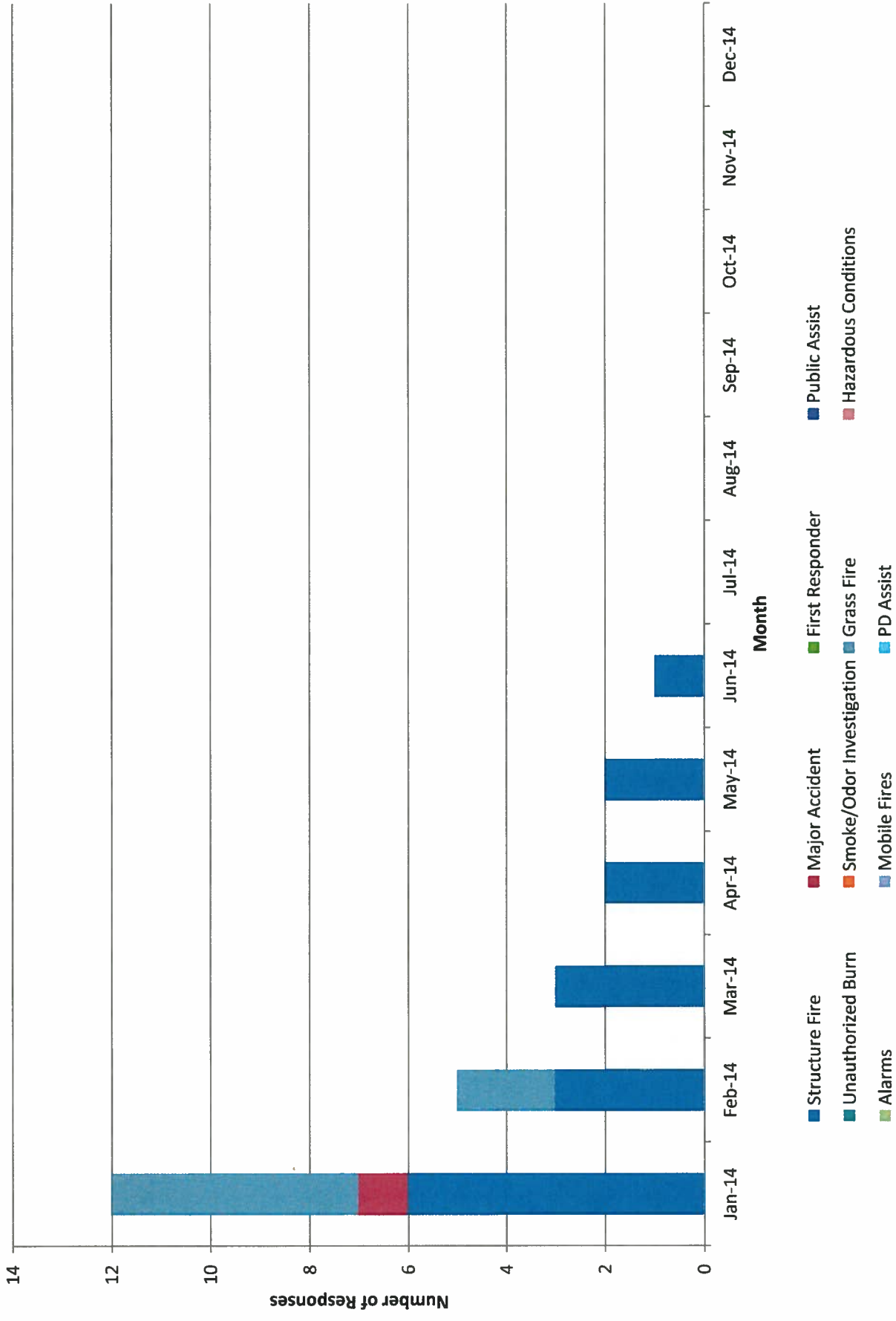
1. The department had another 5 members attend and graduate the National Fire Academy's Command and Control of Incident Operations school. This class was hosted by Collin County Community College.
2. The department hosted an all day Wildland Firefighting Class and was taught by an instructor from the Texas Forestry Service. Attendees were from Farmersville, Josephine and Nevada.
3. The Collin County Arson Task Force burned a house in Blue Ridge for training. Farmersville apparatus were requested to be present as well as other local departments during the exercise.
4. We made arrangements to borrow a reserve brush truck from Princeton until ours could be repaired and put on line.
5. The department participated in the Audie Murphy Day Parade and escort for the motorcycles during the Jarren McTee Day held at the Spain Complex.

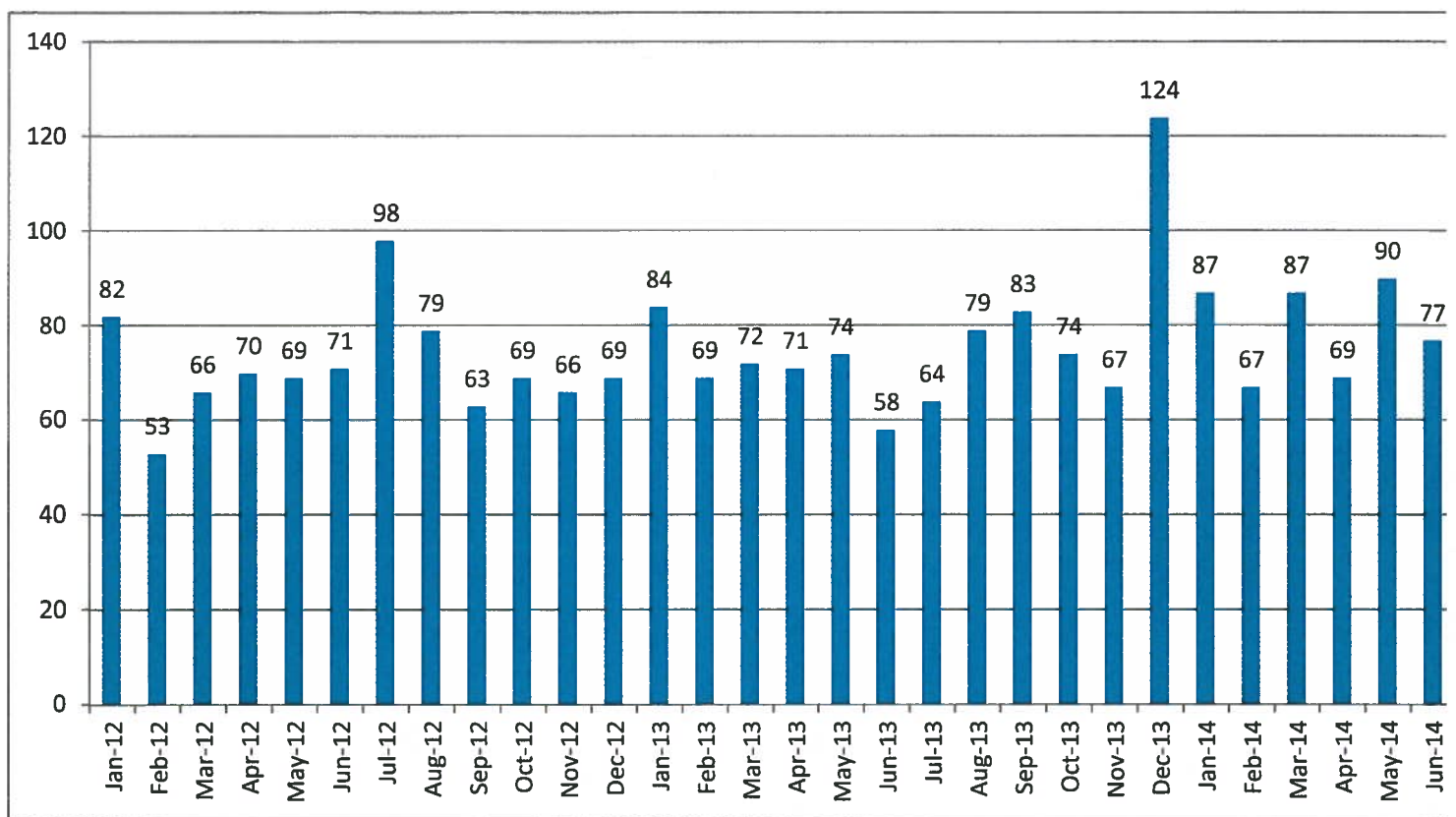
KIM R. MORRIS
Farmersville Fire Chief

Farmersville Fire Department City Responses



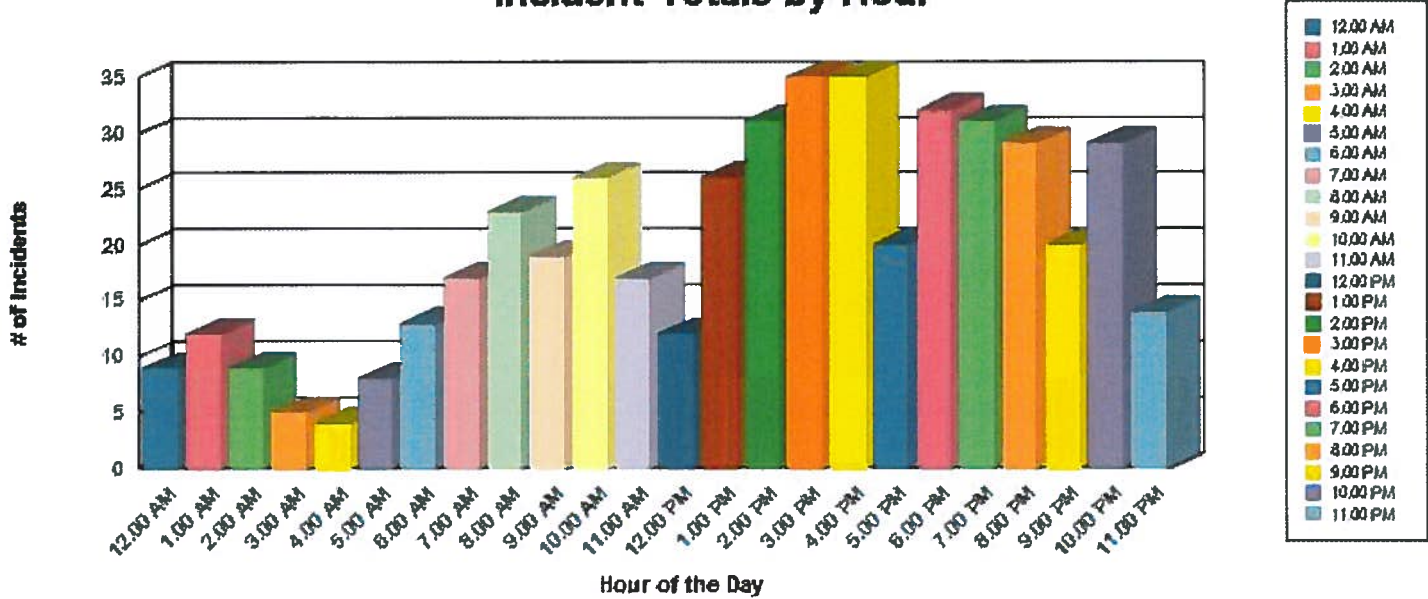
Farmersville Fire Department Mutual Aid Responses





Month/Year	Calls per Month	Year Total
Jan-12	82	
Feb-12	53	
Mar-12	66	
Apr-12	70	
May-12	69	
Jun-12	71	
Jul-12	98	
Aug-12	79	
Sep-12	63	
Oct-12	69	
Nov-12	66	
Dec-12	69	855
Jan-13	84	
Feb-13	69	
Mar-13	72	
Apr-13	71	
May-13	74	
Jun-13	58	
Jul-13	64	
Aug-13	79	
Sep-13	83	
Oct-13	74	
Nov-13	67	
Dec-13	124	919
Jan-14	87	
Feb-14	67	
Mar-14	87	
Apr-14	69	
May-14	90	
Jun-14	77	477
Grand Total		2,251

Incident Totals by Hour



Hour of the Day: 12:00 AM

Total # of Incidents: **9.00** % of Total Incidents: **1.89%**

Hour of the Day: 1:00 AM

Total # of Incidents: **12.00** % of Total Incidents: **2.52%**

Hour of the Day: 2:00 AM

Total # of Incidents: **9.00** % of Total Incidents: **1.89%**

Hour of the Day: 3:00 AM

Total # of Incidents: **5.00** % of Total Incidents: **1.05%**

Hour of the Day: 4:00 AM

Total # of Incidents: **4.00** % of Total Incidents: **0.84%**

Hour of the Day: 5:00 AM

Total # of Incidents: **8.00** % of Total Incidents: **1.68%**

Hour of the Day: 6:00 AM

Total # of Incidents: **13.00** % of Total Incidents: **2.73%**

Hour of the Day: 7:00 AM

Total # of Incidents: **17.00** % of Total Incidents: **3.57%**

Hour of the Day: 8:00 AM

Total # of Incidents: **23.00** % of Total Incidents: **4.83%**

Hour of the Day: 9:00 AM

Total # of Incidents: **19.00** % of Total Incidents: **3.99%**

Hour of the Day: 10:00 AM

Total # of Incidents: **26.00** % of Total Incidents: **5.46%**

Hour of the Day: 11:00 AM

Total # of Incidents: **17.00** % of Total Incidents: **3.57%**

Hour of the Day: 12.00 PM

Total # of Incidents:	12.00	% of Total Incidents:	2.52%
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Hour of the Day: 1.00 PM

Total # of Incidents:	26.00	% of Total Incidents:	5.46%
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Hour of the Day: 2.00 PM

Total # of Incidents:	31.00	% of Total Incidents:	6.51%
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Hour of the Day: 3.00 PM

Total # of Incidents:	35.00	% of Total Incidents:	7.35%
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Hour of the Day: 4.00 PM

Total # of Incidents:	35.00	% of Total Incidents:	7.35%
-----------------------	-------	-----------------------	-------

Hour of the Day: 5.00 PM

Total # of Incidents:	20.00	% of Total Incidents:	4.20%
-----------------------	-------	-----------------------	-------

Hour of the Day: 6.00 PM

Total # of Incidents:	32.00	% of Total Incidents:	6.72%
-----------------------	-------	-----------------------	-------

Hour of the Day: 7.00 PM

Total # of Incidents:	31.00	% of Total Incidents:	6.51%
-----------------------	-------	-----------------------	-------

Hour of the Day: 8.00 PM

Total # of Incidents:	29.00	% of Total Incidents:	6.09%
-----------------------	-------	-----------------------	-------

Hour of the Day: 9.00 PM

Total # of Incidents:	20.00	% of Total Incidents:	4.20%
-----------------------	-------	-----------------------	-------

Hour of the Day: 10.00 PM

Total # of Incidents:	29.00	% of Total Incidents:	6.09%
-----------------------	-------	-----------------------	-------

Hour of the Day: 11.00 PM

Total # of Incidents:	14.00	% of Total Incidents:	2.94%
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Grand Total Incidents:	476.00
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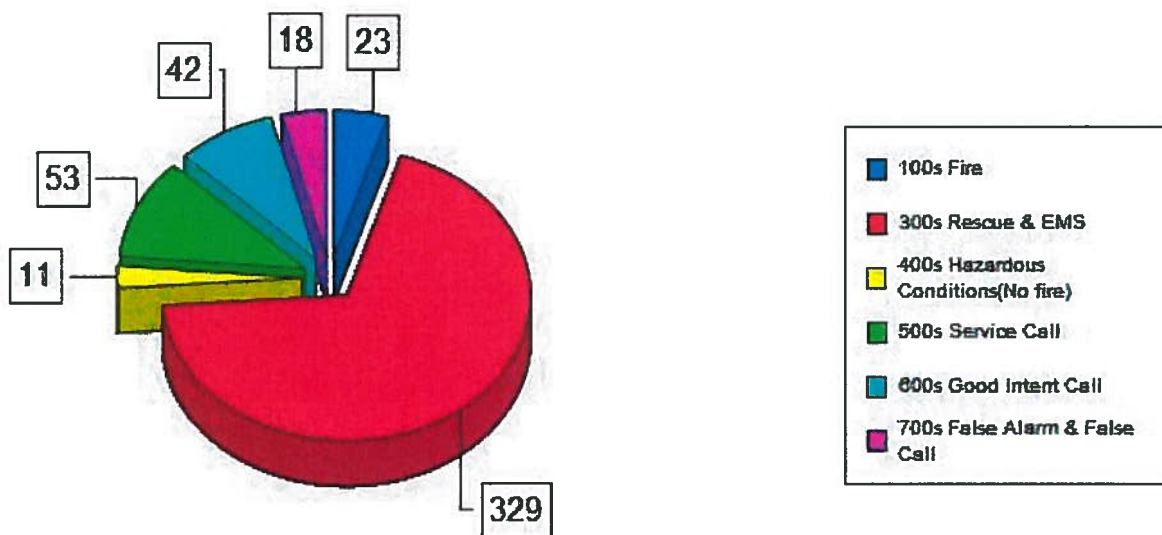
Type Of Incident:

Total Of Incidents:

Percentage Value:

Incident Report, By Type Of Incident

Page 1 of 1



100 Series-Fire
300 Series-Rescue & EMS
400 Series-Hazardous Conditions(No fire)
500 Series-Service Call
600 Series-Good Intent Call
700 Series-False Alarm & False Call

Graphed Items are sorted by Incident Type

23	4.83%
329	69.12%
11	2.31%
53	11.13%
42	8.82%
18	3.78%

Grand Total: 476

Type Of Incident Most Frequent: 300 Series-Rescue & EMS

Print Date: 6/30/2014



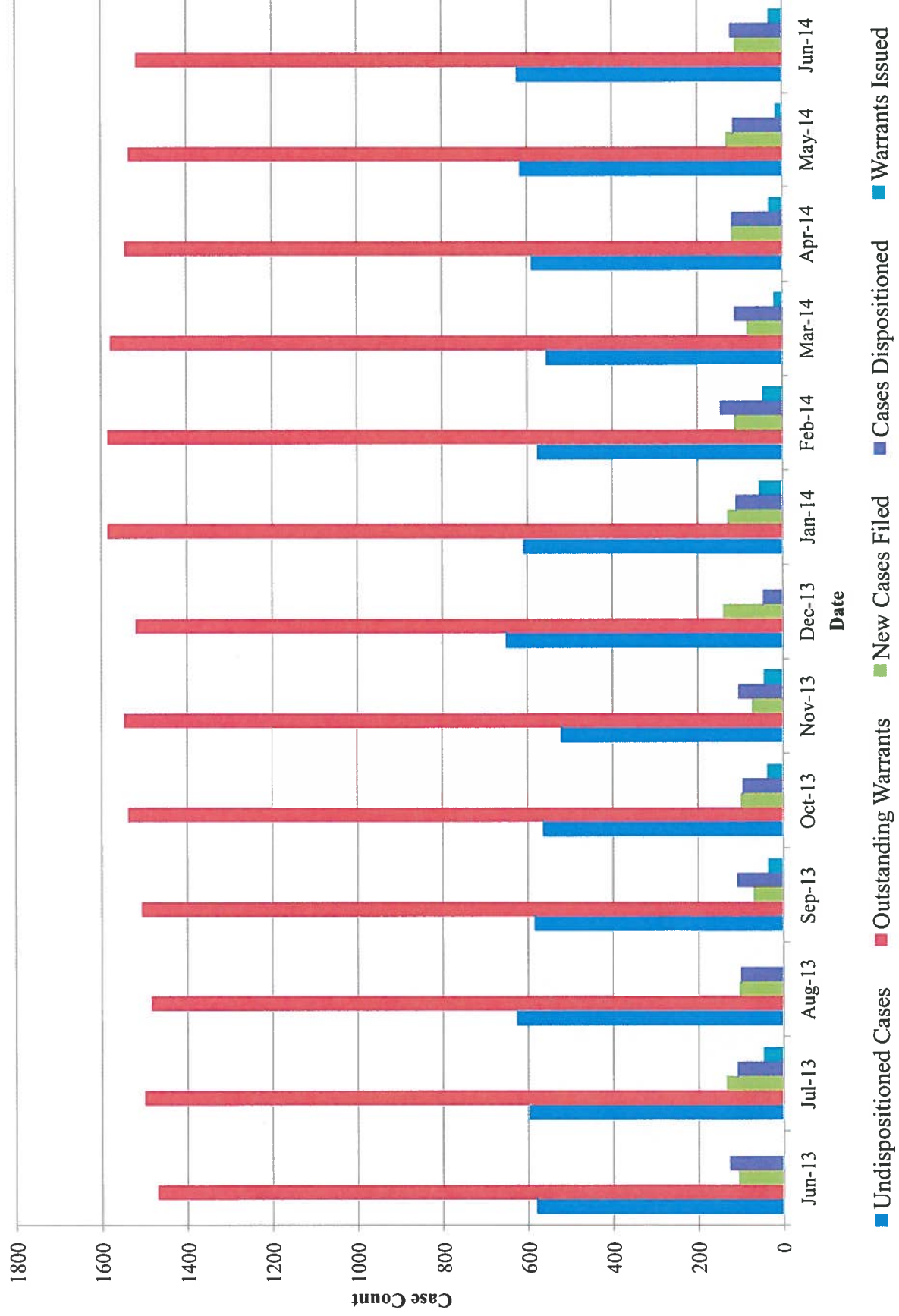
TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: CONSENT AGENDA – Municipal Court Report

FARMERSVILLE MUNICIPAL COURT

MONTHLY REPORT JUNE 2014

Cases Filed	111
Class C Complaints Received	0
Dispositions Prior to Trial	86
Pre-Trial Hearings Held	6
Non-Jury Trials Held	0
Jury Trials Held	2
Cases Dismissed	
After Driving Safety Course	18
After Deferred Disposition	0
After Proof of Financial Responsibility	1
Compliance Dismissal	7
Dismissed at Trial (By Prosecutor)	2
Number of Disposed Cases	122
Total Revenue	\$19,589.85
Total Kept by City	\$13,162.45
Total Remitted to State	\$6,427.40

Municipal Court Case and Warrant Rate





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: CONSENT AGENDA – Warrant Officer Report

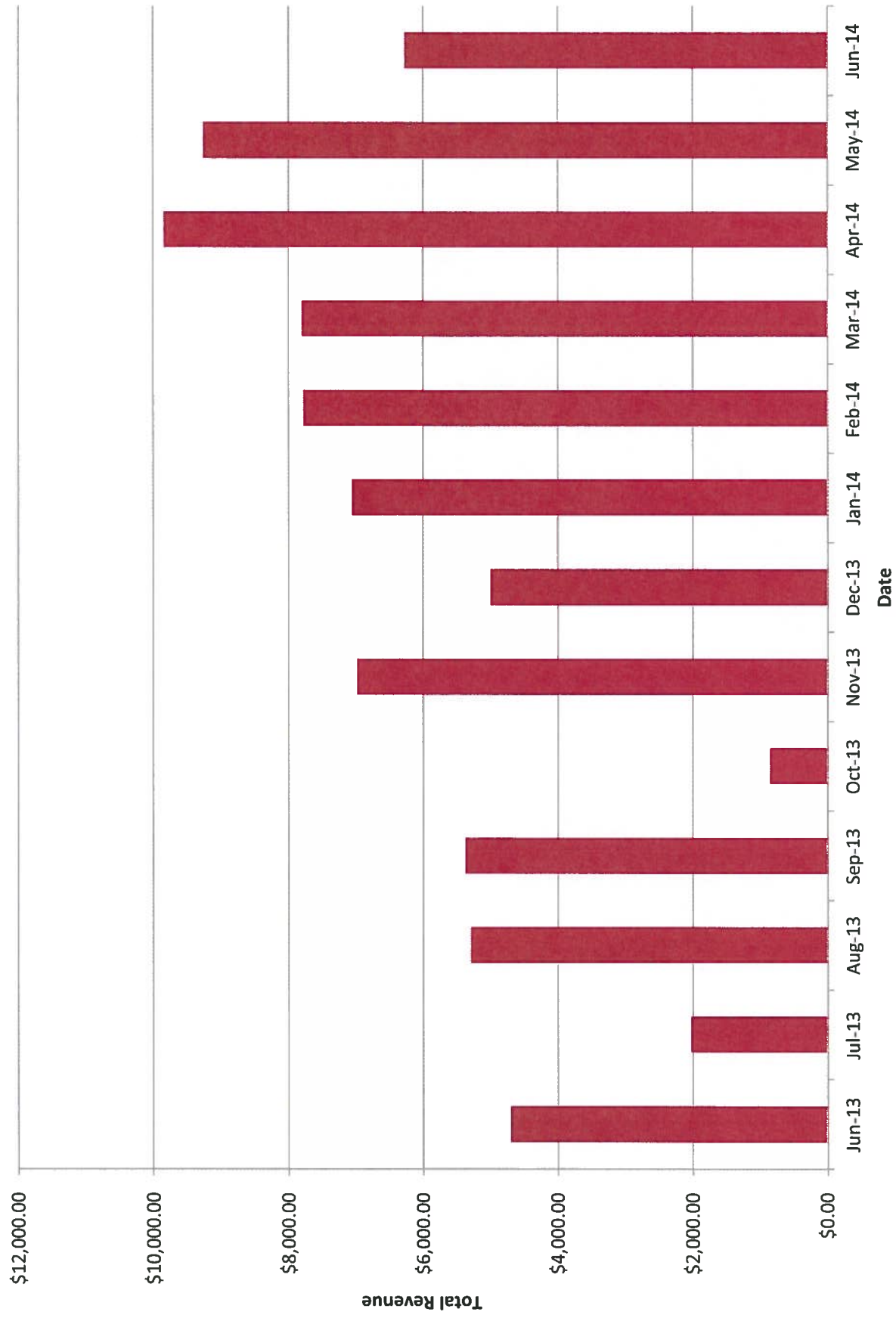


FARMERSVILLE MUNICIPAL COURT WARRANT OFFICER REPORT

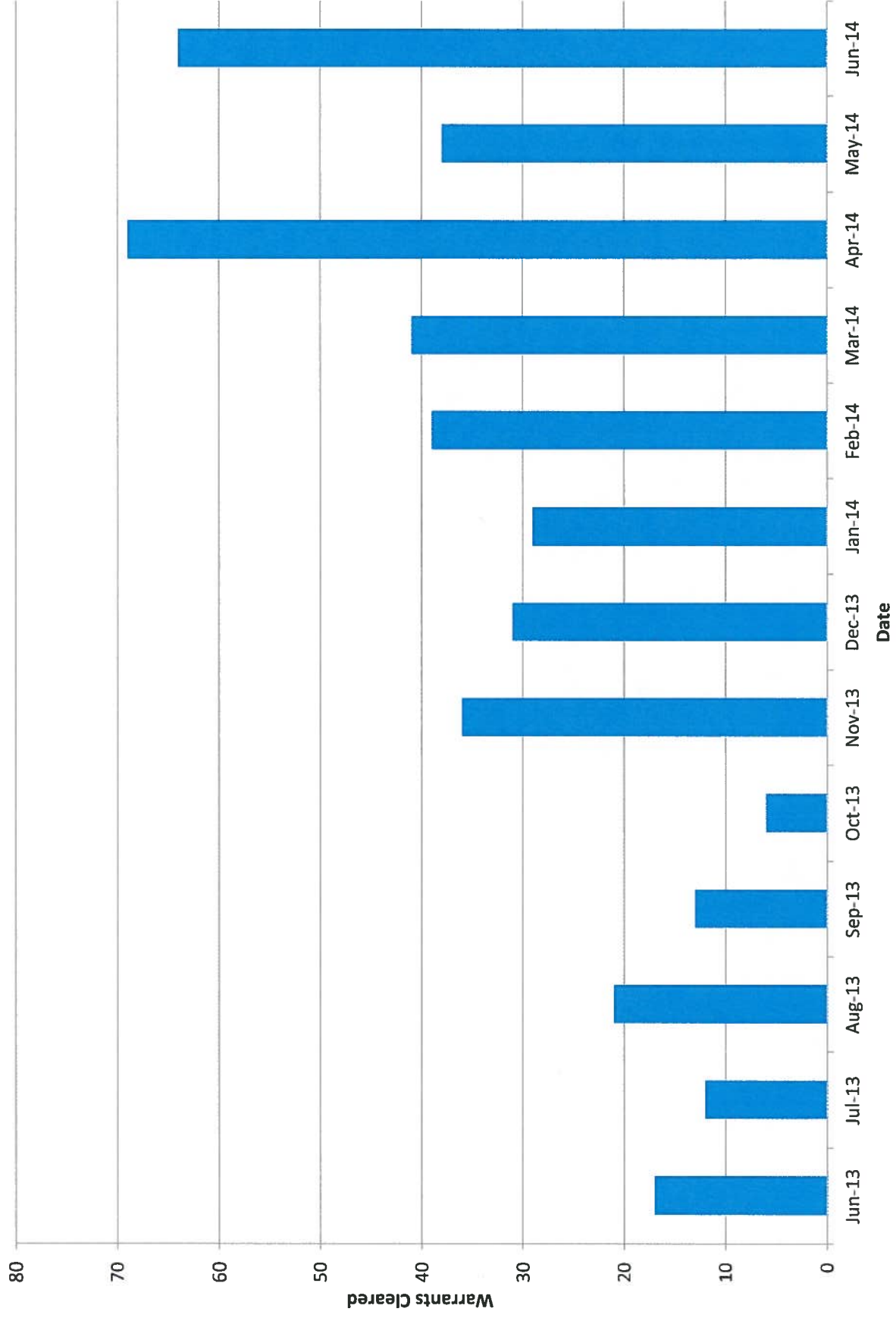
JUNE 2014

Total Outstanding Warrants	1517
Total Due from Outstanding Warrants	\$426,258.30
New Warrants Issued by Court	32
Total Warrants Cleared	64
Total on Payment Plan	144
Total Warrant Revenue	\$14,473.95
Total Time Served Credit	\$8,201.10
Total Cash Payments/Bonds Applied	\$6,272.85
Arrests Total	23

Total Warrant Revenue



Total Warrants Cleared



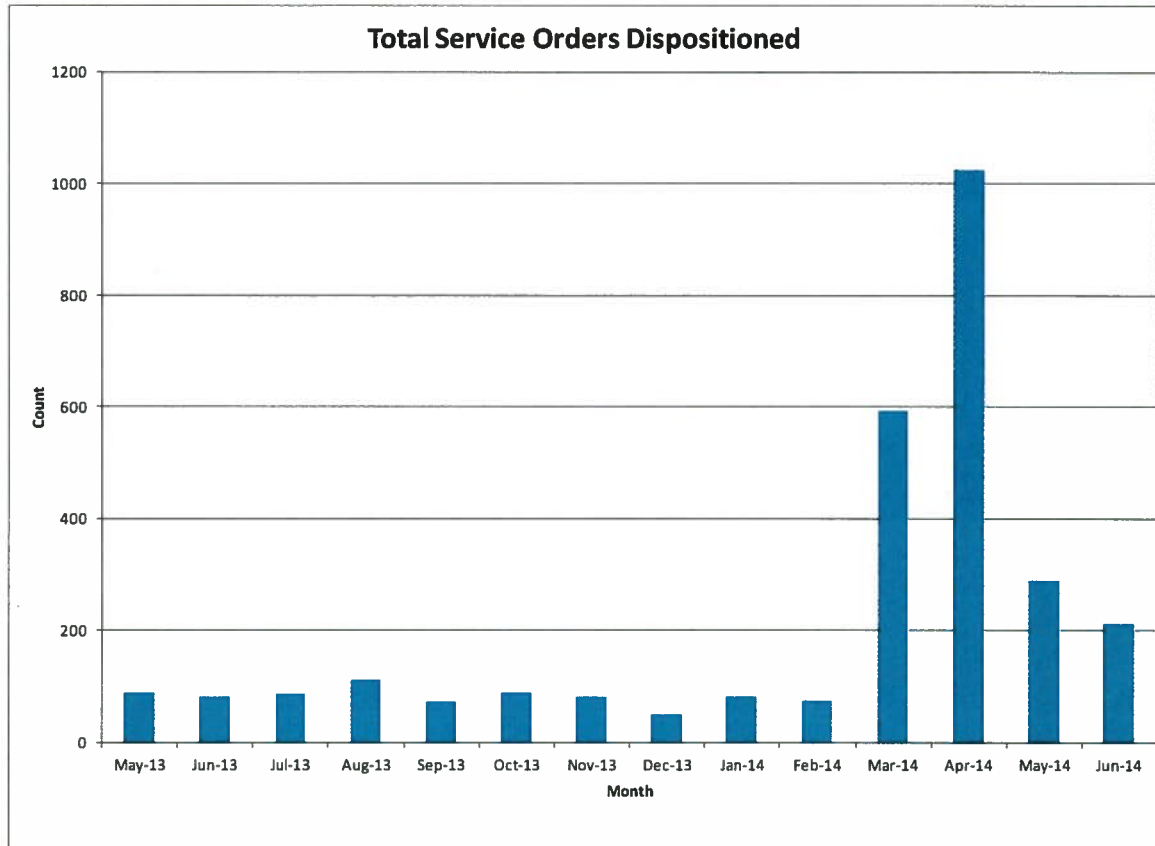


TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: CONSENT AGENDA – Public Works Report



Public Works Monthly Report

Service Order Status



Service Order Group	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14
Utility Billing	12	29	32	31	24	30	16	20	22	20	34	92	42
Street System	3	3	2	1	1	0	3	2	3	0	4	4	6
Water System	32	28	15	22	25	14	5	25	31	20	49	26	91
Waste Water System	6	1	2	3	5	3	5	4	5	6	3	3	2
Storm Water System	1	0	4	0	1	2	2	0	0	0	0	0	0
Property and Building	5	0	2	2	2	3	0	2	4	6	1	4	2
Electrical System	0	0	0	0	0	0	0	0	0	525	907	147	47
Refuse System	16	16	39	14	28	19	17	25	1	11	20	11	14
Projects	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicles	0	0	1	0	0	0	0	0	0	0	0	0	0
Public Works	1	0	0	0	0	0	0	0	0	0	0	0	1
Miscellaneous	6	10	15	1	4	11	2	4	9	6	10	4	7
Total	82	87	112	74	90	82	50	82	75	594	1028	291	212

Note:

1. Number of outstanding service orders, 22 days or older (backlog): 49
2. Number of elevated service orders: 0 completed, 0 outstanding

Public Works General

1. No increase in lost time accidents for the year.
 - a. Total Number for 2013-2014: 0
2. Total lost days for 2013-2014: 0
 - a. Accidents in Month: None

Street System

1. Project Backlog
 - a. Maintenance resurfacing and panel replacement.
 - i. Rike Street at Summit, intersection area.
 - ii. Locust Street
 - iii. Hale Street
 - iv. Gaddy Street, King Street to Windom Street
 - v. North Washington Street by school, drainage issues
 - b. Safe Routes to School. See project status below.
 - c. Install remainder of school zone signs.
2. GO Bond related projects. See project status below.
3. US 380 Highway Project status.
 - a. 1st Railroad Bridge, Passing Track: Complete
 - b. 2nd Railroad Bridge, Main Track: Sep 2014 thru Apr 2015
 - c. 380 Roadway, East Bound: Complete. Open to two-way traffic.
 - i. East Bound Off-Ramp (Southwest Ramp), Complete Oct 2014
 - ii. East Bound On-Ramp (Southeast Ramp), Complete. Two-way ramp.
 - d. 380 Roadway, West Bound: Oct-2014 Floyd, Road likely to be closed until Aug 2014 to accommodate the installation of a headwall and culvert.
 - i. West Bound Off-Ramp (Northeast Ramp), Aug 2014
 - ii. West Bound On-Ramp (Northwest Ramp), Nov 2014
 - e. Main Street Bridge Construction: Complete
 - i. Main Street Roadway: Complete
 - f. Hill Street Crossing: Aug 2014. This crossing will require electrical primary wire reconfiguration from overhead to underground. KCS will be paying for this expense.
 - g. Walnut Street Crossing: Jul 2014
 - h. Main/Summit Street Crossing
 - i. Passing track: Aug 2014
 - ii. Main track: Mar 2015



Figure 1. Railroad North from Main Street



Figure 2. Railroad South from Main Street



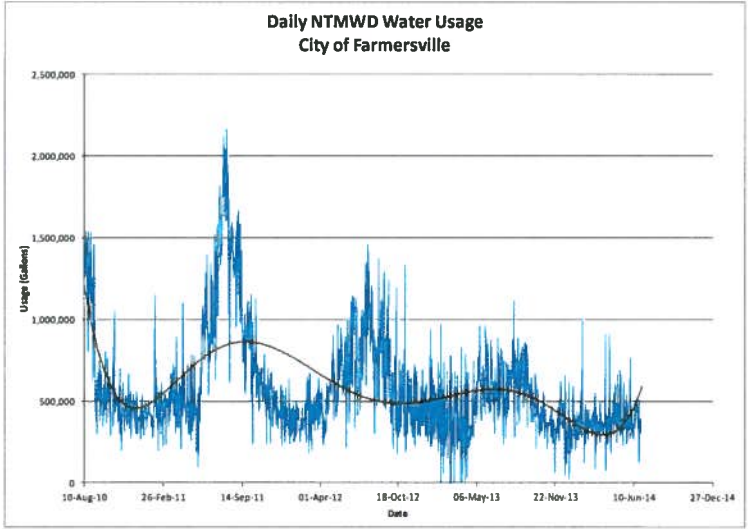
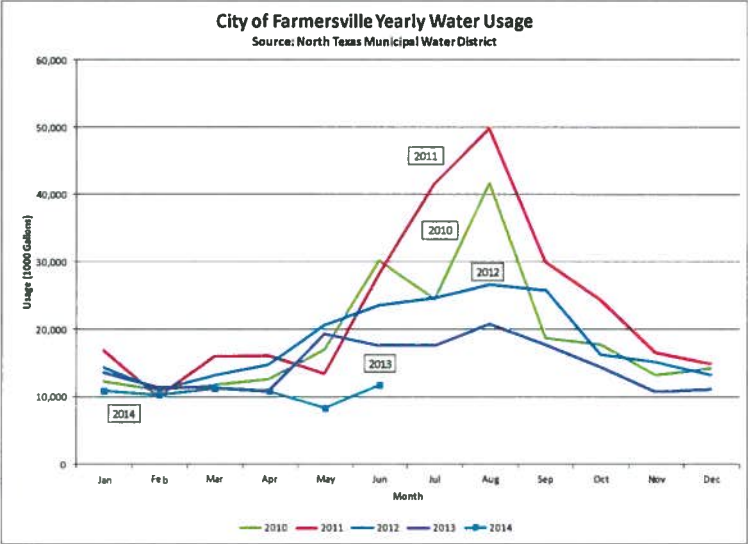
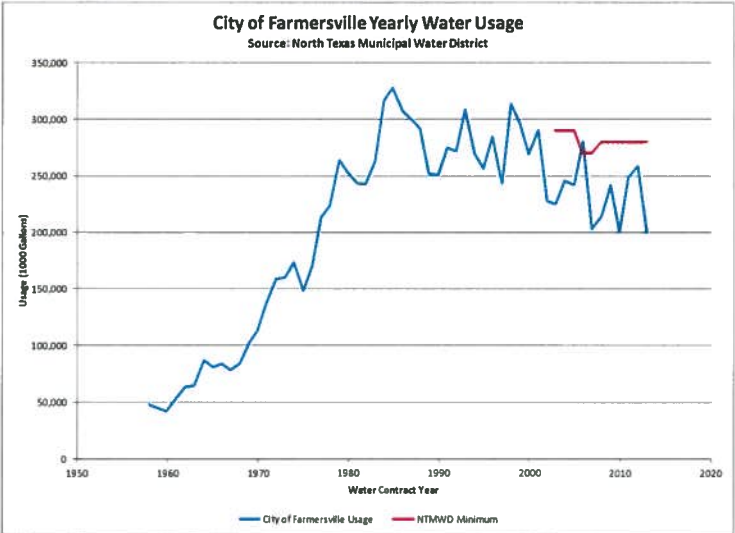
Figure 3. Looking East from Bridge



Figure 4. Looking West from Bridge

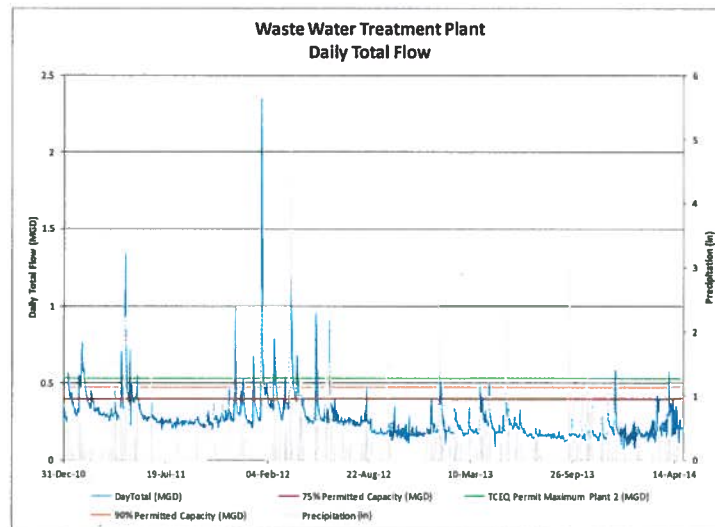
Water System

1. Project backlog
 - a. Replace automatic transfer switch for water plant generator.
 - b. Repair leak under east tower. Tower currently down pending repair.
 - c. Waterline extension for Caddo Park.
 - d. Transfer NTMWD customers to CoF along Hwy 380.
 - e. GO Bond related engineering. See project status below.
 - f. Install water line on Lee Street to replace extremely poor 2" galvanized line.
2. Meter Report (1405+6):
 - a. Residential Meters (1160 +6)
 - b. Commercial Meters (190 + 0)
 - c. Industrial Meters (30,+0)
 - d. Public Meters (19, +0)
 - e. Wholesale Meters (6, +0)
3. Consumption Report (Calendar Year Start 21 Dec 2012, Month 20 May 2014 thru 19 June 2014, 30 days)
 - a. Inflow (NTMWD), Calendar Year to Date: 64,932,000
 - b. Inflow (NTMWD), Month: 11,860,000
 - c. Usage, Calendar Year to Date 62,270,590 gallons
 - d. Usage, Month: 11,220,360
 - e. Usage, Average Daily Water Usage for the Month: 374,012 gallons
 - f. Calendar Year Water Loss Percentage (to date): 4.09%
4. Stage 3 water restrictions are in place.
5. Started gathering data for water rate study. Chris Ekrut at NewGen Strategies & Solutions will perform the study.
6. Began work replacing 6" water main on Hamilton Street between McKinney and Pendleton before new street goes on top. This is an old line with a severe history of breaks. Work 95% complete.



Waste Water System

1. Project backlog:
 - a. Community Development Block Grant (CDBG) to fund sewer system project. See project status below.
 - b. GO Bond related engineering. See project status below.
 - c. Orange Street sewer lift station reconfiguration.
2. Sewer line being replaced on Hamilton Street between Maple and Pendleton in support of the Hamilton Street Bond Project. Complete.
3. Continuing to deploy new automated meter reading system. All meters west of SH78 are deployed except for one. Willowbrook, FM 2194, and Merit Road (south of Murchison) complete. Next step is to deploy along SH78 and south of US380.



Storm Water System

1. Project backlog:
 - a. Drainage issues behind May Furniture building. Funding has been placed in the new budget.
 - b. Storm water line down Clairmont in need of upgrades.

Property and Buildings

1. See action item list below for Fire Marshal findings.
2. City Hall
 - a. Backlog: Additional window tinting.
 - b. Backlog: Fix upstairs window.
 - c. Backlog: Upgrade parking lot to address ADA requirements at front entrance.
3. Chamber of Commerce
 - a. Backlog: Upgrade parking lot to address ADA requirements at front entrance.
4. Public Works Annex
 - a. Received bid to refurbish building. Will not start work until Service Center expansion is complete to make sure we hold budget.
5. JW Spain
 - a. No new news.

6. Onion Shed
 - a. No new news.
7. West Onion Shed
 - a. No new news.
8. Public Safety Building
 - a. Generator installation complete.
 - b. Replace all A/C thermostats to solve high in-rush current problem when generator switches on.
9. Chaparral Trail
 - a. See project status below.
10. Riding Arena.
 - a. Installed new contactor for arena lights and straighten pole.
11. Public Works maintenance barn.
 - a. Contract with KW Brown set to be signed at 8 July council meeting. Schedule is 180 days.
12. Rambler Park.
 - a. Splash Pad still closed awaiting parts.
 - b. Backlog: Move gazebo closer to splash pad.
 - c. Backlog: Sidewalk connector to the gazebo.
13. North Lake
 - a. Construct Police shooting range.
14. South Lake Park
 - a. Backlog: The following items are due for replacement/maintenance:
 - i. Repair/remove broken portal.
 - ii. Replace hanging bars, 10.
 - iii. Replace missing grill, qty 2.
 - iv. Replace bench at the boat ramp.
 - v. Replace weak boards on fishing pier.
 - vi. Improve hose bib installation
15. Civic Center/Library
 - a. Backlog: Handicap ramp compliance issues.
 - b. Backlog: Handicap parking striping and signage.
16. Best Center
 - a. Backlog: Change locks.
17. Senior Center
 - a. Backlog: Concrete for entrance area.
 - b. Backlog: Lights for the parking lot.
18. City Park
 - a. Backlog: The following items are due for replacement/maintenance
 - i. Place engineered wood fiber box around slide.
 - ii. Remove rock from underneath playground equipment and replace with engineered wood fiber.
19. Downtown
 - a. Backlog: Install banner mounts.
20. Install historical markers for the following items:

- a. Backlog: Old city standpipe location.
- b. Backlog: Ramblers Baseball Park.
- c. Backlog: Old Train Depot site.
- d. Backlog: Downtown square, William Gotcher
- e. Backlog: Looney-Dowlin First Public School

Electrical System

- 1. Meter Report (1562):
 - a. Residential Meters (1276)
 - b. Commercial Meters (225)
 - c. Industrial Meters (16)
 - d. Public Meters (45)
- 2. Consumption Report (History Started 16 Apr 2014, Month 20 May 2014 thru 19 June 2014, 30 days)
 - a. Usage, Month: 2,561,460 kW-Hr. This number is suspect and we are working with Incode to get numbers that reflect adjustments after initial billing.
- 3. Street lights reconfigured on Murchison Street.
- 4. Started construction to move electrical wires over the railroad at Hill Street. Redesigned the project to keep cost below the \$22K limit the railroad supports for reimbursement.
- 5. Second bucket truck fixed because of boom failure. Turned out to be a manufacturing defect that Versalift paid for.

Refuse System

- 1. Moving forward with Household Hazardous Waste (HHW) program. Expect full implementation in September 2014.

Inspections, Permits, Plats

- 1. Amy Carwash building has restarted construction work. We are watching this project closely for signs of progress.

Vehicles/Tools

- 1. Eddie Brock's truck and Ben White's truck scheduled for lights and decals.
- 2. Ordered new truck cap and slide out drawer for Joshua Rubadue's truck.

Special Projects/Loans/Grants

Description	Total Project Estimate	City's Share	Estimated Construction Begin Date	Estimated Construction Completion Date	Comments and Status
Safe Routes to School Grant Funded by TxDOT	\$674,000	\$5,000 CoF Funded	Nov-13	Jul-14	Construction started. Phase I, II, III substantially completed. Phase IV 55% complete.
Chaparral Trail Grant Texas Parks & Wildlife (Phase I)	\$250,000	\$50,000 4B Funded	Oct-12	May-13	Reimbursement of \$158K received so far. Turning in for additional \$42K they did not reimburse. We have requested an extension to accomplish this.
Chaparral Trail Grant Collin County Open Space (Phase II)	\$300,000	\$150,000 (4B, \$50K) (CoF, \$100K)	May-13	Oct-13	Construction complete. Received check for \$147K. Awaiting fund reimbursement for remaining \$3K. Performing internal audit to make sure all cost have been covered.
Chaparral Trail Grant Collin County Open Space (Phase III)	\$300,000	\$150,000 (4B, \$60K 2013) (4B, \$60K 2014) (CoF, \$30K 2014)	Jun-14 (est)	Oct -14	Grant awarded. 75% documentation package distributed and awaiting feedback.
Waste Water System Community Development Block Grant (CDBG)	\$275,000	\$41,250 (Cash)	Awarded	Awarded	Awarded, awaiting State contract probably sometime after mid-year.
Waste Water Treatment Plant Texas Revolving Fund	\$14,000,000	Loan, 100%	Not Awarded Yet	Not Awarded Yet	Application turned in. This does not obligate the City but does give us an option.
Farmersville Parkway Phase III Collin County Bond	\$3,800,000	\$1,900,000	On-Hold	On-Hold	On hold awaiting matching funding, 50%.
Floyd Street Extension Collin County Bond	\$200,000	\$100,000	On-Hold	On-Hold	On hold awaiting matching funding, 50%

Red indicates change from last council meeting.

General Obligation Bond Projects

Project Number	Project Name	Budget	Projected Or Actual Cost	Status	Estimated Construction Start Date	Estimated Construction End Date
Street Projects						
1	Sycamore Street Panel Replacement (Hwy 78 to Jackson)	123,000	123,000	Construction	Apr-13	Jul-14
2	Orange Street Overlay (380 to Old Josephine, Partially County Funded)	93,245	93,245	Engineering	Oct-14	Nov-14
3	CR557 Overlay (US 380 to SH 78), Majority County Funded	4,583	4,583	Complete	Oct-12	Jul-13
4	Westgate Overlay (Hwy 78 to Wilcoxson)	94,000	963,627	Substantially Complete	Dec-13	May-14
5	Hamilton Overlay (McKinney to Yucca)	728,000		Construction	May-13	Jul-14
6	Hamilton Street Overlay (Yucca to Gaddy)	88,000		Construction	May-13	Jul-14
7	Central Overlay (College to Prospect)	101,000		Substantially Complete	Apr-13	May-14
8	Beech Street Overlay (Main to Beene)	137,000		Contracted	Jul-14	Aug-14
9	Windom Overlay (Maple to McKinney)	46,000		Contracted	Jul-14	Aug-14
10	South Washington Overlay (Farmersville Parkway to Sid Nelson)	88,000	88,000	Engineering	Sep-14	Sep-14
11	Sid Nelson Overlay (South Washington to Hamilton)	88,000	88,000	Engineering	May-14	Sep-14
12	Hamilton Street (380 to Farmersville Parkway)	1,384,000	1,384,000	Engineering	Aug-14	Dec-14
13	Santa Fe Reconstruct (Johnson to Main)	504,000	504,000	Engineering	Oct-14	Sep-14
14	Street Signs and Installation	95,000	95,000	Ready for Construction	Jul-14	Dec-14
Street Projects Total		3,573,828	3,343,455	230,373		
Street Projects GO Bond Allocation		3,575,000				
Water Projects						
15	North ET/North Main Street	189,000	464,607	Construction	Apr-14	Jul-14
16	Sycamore St/Hwy 78	329,000		Construction	Apr-14	Jul-14
17	Rike/Houston/Austin Street	163,500	163,500	Engineering	Aug-14	Sep-14
18	Automated Meter Reading System	520,000	520,000	Construction	Mar-13	Dec-14
19	Bob Tedford Drive	83,000	83,000	Bid	Jun-14	Aug-14
20	CR 608/CR 609	63,500	63,500	Not Started	Jul-14	Sep-14
Wastewater Projects						
21	S Main & Abbey – Gravity Main	52,000	52,000	Not Started	Jan-15	Apr-15
22	Hwy 78 & Maple St – Gravity Main	57,000	57,000	Not Started	Jan-15	Apr-15
23	Hwy 78 & CR 611 – Gravity Main	172,500	172,500	Not Started	Jan-15	Apr-15
24	Floyd St – Lift Station	50,000	50,000	Engineering	Jan-15	Apr-15
25	Sycamore – Gravity Main	23,000	23,000	Complete	May-13	Jul-13
26	Hwy 380 & Welch Dr – Gravity Main	164,500	164,500	Not Started	Jan-15	Apr-15
27	Hwy 380 (AFI to Floyd St) – Lift Station & Force Main	445,000	445,000	Not Started	Jan-15	Apr-15
28	Locust – Gravity Main	88,500	88,500	Not Started	Jan-15	Apr-15
Water and Wastewater Projects Total		2,400,500	2,347,107	53,393		
Water and Wastewater Projects GO Bond		2,400,000				

Action Item List

Project Name	Project Description	Date of Request	Person Assigned	Service Order Number	NOTES	CLOSE DATE
Replacement Meter Covers	Replace hand made water meter covers downtown. People are tripping over them.	14-Jan-2014	Ben White			Open
Brick and Tree	for all past city council and mayors	14-Jan-2013	Paula Jackson			Open
Water hole in the sidewalk at Tony's Restaurant	have public works look to see what can be done to correct	14-Jan-2013	public works	149337		Open
Requirements for thickness of driveways	Research Suddivision and Zoning for the thickness for driveways. Questions regarding 6 in accompanied by geotechnical study	15-Jan-2013	Ben White/Paula			Open
Rambler Park	The Playground in in need of mulch	12-Mar-2013	public works			Open
Chaparral Trail	LIGHT FOR THE 1 MILE MARKER	19-Feb-2013	BEN			Open
SIDEWALK	remove extremely bad section of sidewalk in front	17-May-2013	PUBLIC works			Open
Bricks for Pavilion	Ed Stuart	5-Jun-2013	Paula Jackson		received brick. Now Paula will see where it will be placed	open

Project Name	Project Description	Date of Request	Service Order			CLOSE DATE
			Person Assigned	Number	NOTES	
Restrooms at parks	Audrey has requested a number of things to be fixed or replaced at the restrooms like signs on the mens and		Paula Jackson		Ben and I are looking into signs to be placed.	Open
City Hall	floor - replacement and duct cleaning					Open
Side walk repairs needed	the Sidewalk infront of Independent Bank and infornt of McGuire Building				Ben will be having Nick to take this and do the repairs	Open
Chaparral Trail	PHASE III PLAN SET copies for Joe Helmerger for bid, 50% completion, 75% completion and 90% completion	1-Dec-2013	BEN			Open
JW SPAIN	women's restroom at the JW Spain? The facet is not turning completely off.	18-Mar-2014	Paula Jackson		CALLED LARRY WOOD WITH TROPHY. WILL CHECK INTO AUTO TURN OFF	Open
Kenny Edwards day March 30th	have a brick made?	18-Mar-2014	Paula Jackson			Open

Project Name		Project Description		Date of Request	Person Assigned	Service Order Number	NOTES	CLOSE DATE
J.W. Spain Fire Marshal Action Items		1. Provide commercial ansul system with hood above frier and flat top. <alt-enter> 2. Provide fire extinguisher in concession stand. 3. Repair damaged bleachers.		28-Mar-2014	Ben White		Ordered prototype bleacher	Open
City Hall Fire Marshal Action Items		1. provide panic hardware on second exit 2. secure chairs together(when 4 in row) 3. provide fire extinguisher in council chabmbers 4. remove extension cords		25-Mar-2014	Ben White		3. is completed	Open
Visitor's Center Fire Marshal Action Items		No violations annual fire inspection Passed			Ben White			Open
Senior Center Fire Marshal Action Items		Passed inspection. NOTE: do not cook on oven		25-Mar-2014	Ben White			closed

Project Name	Project Description	Date of Request	Person Assigned	Service Order Number	NOTES	CLOSE DATE
Sewer Plant Fire Marshal Action Items	1. provide fire extinguisher 2. label diesel tank 3. open spaces in elect panel 4. SCBA missing (is this required per emergency plan?)	25-Mar-2014	Ben White		1. is completed	open
Riding Arena Fire Marshal Action Items	1. comply with ICC bleacher requirements 2. provide access to building (key provided did not work)	28-Mar-2014	Ben White		Ordered prototype bleacher	Open
Public Works Annex Fire Marshal Action Items	No violations Note: recommended to put "Do Not Enter" sign on storage side of the building or provide rails	28-Mar-2014	Ben White			Open
Public Works Fire Marshal Action Items		28-Mar-2014	Ben White			Open

Project Name	Project Description	Date of Request	Person Assigned	Service Order Number	NOTES	CLOSE DATE
Public Safety Building Fire Marshal Action Items	PD: Fire: 1. Repair rear exit sign 2. gas must be stored in metal UL can 3. provide ansul kitchen system or do not cook w/grease vapors. EMS: 1. Provide no smoking sign above oxygen 2. provide ansul kitchen system or do not cook w/grease vapors. 3. do not store combustibles in	28-Mar-2014	Ben White		PD: no action Fire: Items 1 and 2 have been completed and the stove will be removed. EMS: Items 1 and 3 have been completed.	Open
Civic Center Fire Marshal Action Items	1. Provide panic hardware (all doors except main entrance 2. Post occ load 3. Provide ansul cooking system	28-Mar-2014	Ben White		1. completed	Open
JW Spain Handicap Parking	Install parking places for handicap parking	28-Mar-2014	Ben White			Open
Welcome Sign north	fix the welcome billboard	22-Apr-2014	public works			open



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: CONSENT AGENDA – Library Report



Charles J. Rike Memorial Library

203 Orange Street - Farmersville, Texas

www.rikelibrary.com

972-782-6681

June – 2014

Circulation:	2784
Computer Users:	367
Visitors:	1952
Inter-library Loan	
Books loaned to other libraries:	1
Books borrowed for our patrons:	3
Patrons Saved \$ *	\$42,462.71
New Patrons:	46
Volunteer Hours Donated:	47 hours 10 minutes

Summer Reading Club – June Attendance

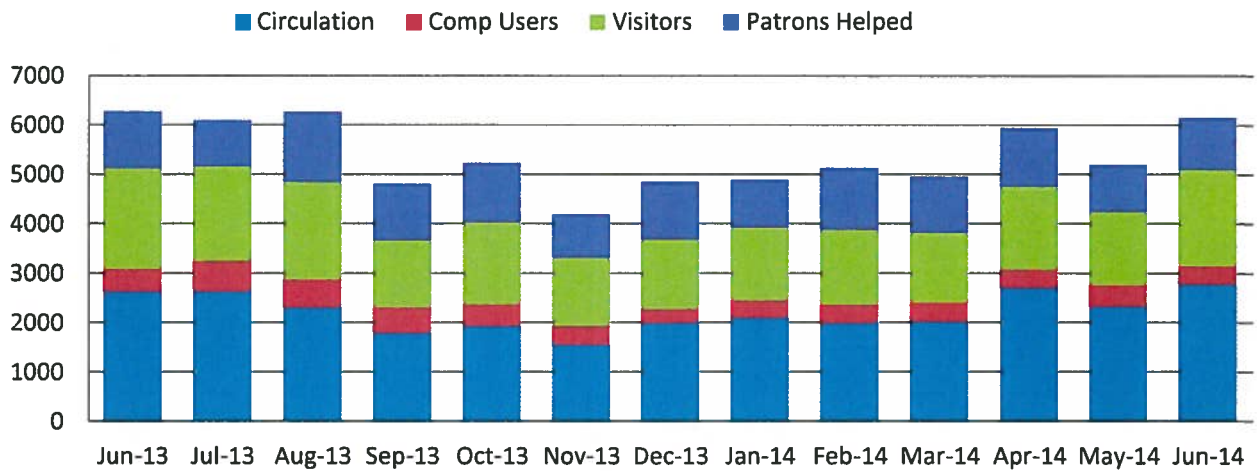
<u>Date</u>	<u>Children</u>	<u>Adults</u>	<u>Theme</u>
06/10/2014	56	19	SRC Kick Off Program – Ringling Bros. Clowns
06/11/2014	10	6	Bugging Out
06/18/2014	18	10	The Superheroes Among Us
06/20/2014	7	4	*Special Program* Honoring our heroes!
06/25/2014	33	13	If you give a kid a book...
June Total:	124	52	176

Audie Murphy Day, June 21, 2014: The library's Audie Murphy memorabilia exhibit had approx. 42 visitors.

June "Food for Fines" totals: 61 items of food donated, \$53.80 fines forgiven.

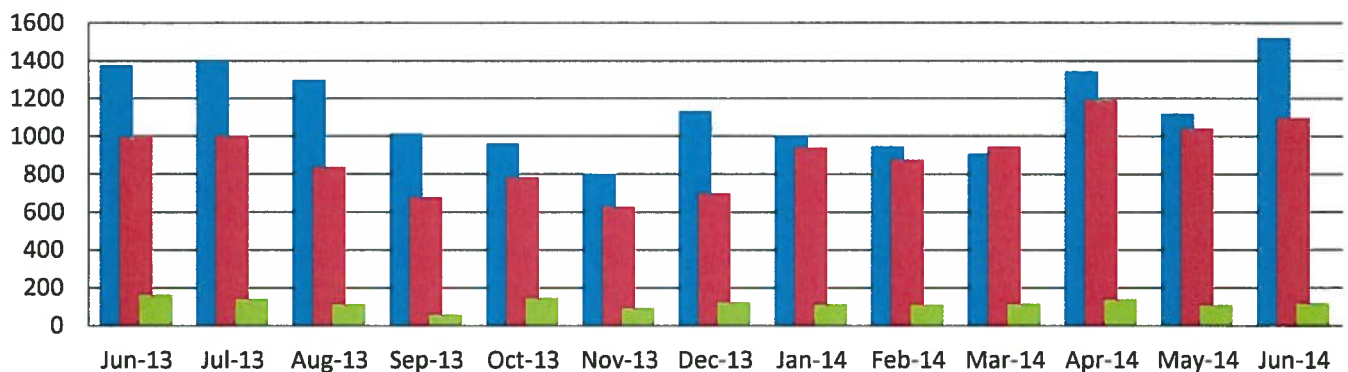


Library Usage



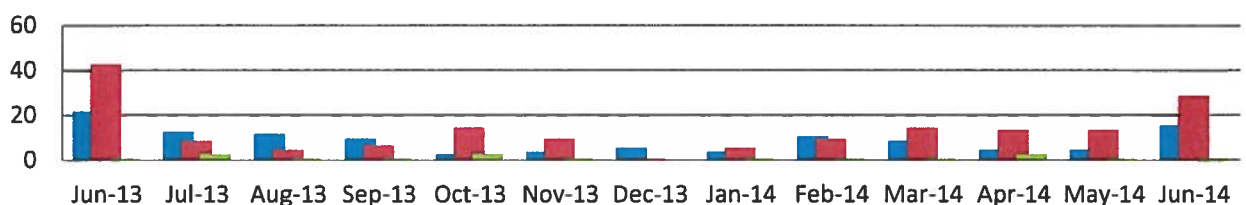
	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14
Patrons Helped	1158	932	1436	1142	1200	875	1171	965	1254	1131	1184	950	1057
Visitors	2036	1918	1973	1360	1659	1380	1406	1474	1513	1412	1674	1489	1952
Comp Users	466	626	571	519	452	384	286	363	378	399	377	432	367
Circulation	2632	2631	2308	1794	1929	1555	1994	2097	1997	2020	2713	2335	2784

Circulation by Patron Type



	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14
City	1379	1400	1300	1017	967	806	1135	1008	952	912	1346	1124	1521
County	1001	1008	842	684	789	633	704	945	881	951	1196	1045	1101
Other	168	145	117	63	151	96	128	116	115	120	143	114	122

New Patrons



	Jun-13	Jul-13	Aug-13	Sep-13	Oct-13	Nov-13	Dec-13	Jan-14	Feb-14	Mar-14	Apr-14	May-14	Jun-14
City	22	13	12	10	3	4	6	4	11	9	5	5	16
County	43	9	5	7	15	10	1	6	10	15	14	14	29
Out of County	1	3	1	1	3	1		1	1	1	3	1	1



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: CONSENT AGENDA – City Manager’s Report



City Manager Monthly Report

City Manager General

1. Attended the following meetings:

Meeting Description	Attended
City Council Meeting	2
Farmersville Economic Development Corporation (4A)	1
Farmersville Community Development Corporation (4B)	1
Planning and Zoning Commission	1
Citizens Advisory Committee	1
Parks and Recreation Board	2
Main Street Board	1
Downtown Merchants Meeting	0
Capital Improvements Advisory Commission	0
Building and Property Standards Meeting	0
Farmersville Garden Club	0
Realtors Meeting	0
Chamber of Commerce Board Meeting	0
Chamber of Commerce Networking Meeting	0
Farmersville Riding Club	0
Northeast Texas Trail Association (NETT)	0

Ordinances and Ordinance Changes

1. Backlog

a. New

- i. Painting of fire hydrants.
- ii. Street sign standards.
- iii. Knox boxes.
- iv. TCEQ on-site sewage amendment.
- v. Water and sewer rate increase (delayed to summer 2014).
- vi. Special events permits.
- vii. Driveway openings and approaches
- viii. Restrictions related to items left in City ROWs and building set-back areas
- ix. E-cigarette sales to minors

b. Change

- i. Standard design details for: water, wastewater, electrical, etc.

- ii. Revise codification for missed ordinances
 1. Review new quarterly supplement from MuniCode.
 2. Making updates as necessary based on review.

Contracts

1. Backlog
 - a. Chaparral Trail Phase III
 - b. Public Works maintenance barn upgrade contract. (Completed)
2. Continued work to bring broadband providers on our water towers under contract.

Planning

1. Reviewed Parks section of Comprehensive Plan with Citizen's Advisory Committee.

Policy Changes

1. Backlog
 - a. Information Technology policy.
 - b. Employee uniform policy. (Completed)

Personnel Related Matters

1. Instituted re-rates for employee insurance from TML. 3% increase.

Customer Service Window

1. Growing pains associated with new electrical system billing.

Budget/Finance

1. Prepared and presented budget workshops to City Council. Budget workshops will be complete by the end of August.
2. Sell of \$1.5M in bonds to support street, water, wastewater projects on-going. Expect funds to be available in August.
3. Received preliminary ad valorem tax assessment from Collin County Appraisal District.
4. TIRZ contract received and being presented at 8 July 2014 Council meeting.
5. Planning to attend 3-day finance workshop required by law every two years.

Information Technology

1. Seventy (70%) complete with deployment of remote real-time monitoring processes to enable us to facilitate license audit and review. This software will also allow us to inventory hardware and software.
2. Upcoming projects
 - a. Better backup processes
 - b. Microsoft Office Suite 2010
 - c. Hardware audit and review
 - d. High-speed RF link between City Hall network and the library network



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: INFORMATIONAL ITEM – FEDC (4A) Meeting Minutes

Electronic minutes are found at the following link:

http://www.farmersvilletx.com/government/agendas_and_minutes/economic_development/index.jsp

FARMERSVILLE ECONOMIC DEVELOPMENT CORPORATION
MEETING MINUTES
May 15th, 2014

The Farmersville EDC met in regular session on May 15th, 2014, at 7:00 p.m. at the City Council Chambers with the following members present: Bob Collins, Chris Lair, Kris Washam, Robbie Tedford and Kevin Meguire. Staff members present were City Manager Ben White, and City Accountant Daphne Hamlin.

CALL TO ORDER

Mr. Collins convened the meeting at 7:04 p.m. and announced that a quorum was present.

RECOGNITION OF CITIZENS/VISITORS

No Special guest recognized.

RECEIVE REPORT ON STATUS OF STATE HIGHWAY 380 RECONSTRUCTION PROJECT FROM LAKE LAVON TO THE COLLIN/HUNT COUNTY LINE

City Manager Ben White updated the EDC 4A board on the progress of the Highway 380 Project. Mr. White stated work on west bound traffic lane is going well. The Railroad track bed foundation for the passing track on Locust/Walnut and Hill/Summit and Main Street was pushed back to June 2014. Mr. White stated that the electric lines need to be relocated on Hill Street Railroad Crossing. Cost of utility re-location will be approximately 70k. Kansas City Railroad will reimburse the City of Farmersville for the expense. Mr. Collins asked Mr. White for the completion date of construction. Mr. White stated construction is scheduled for completion in 2015 the main obstacles are the Railroad Bridges.

UPDATE REGARDING COLLIN COLLEGE

Mr. Collins updated to EDC 4A board on the Collin College Farmersville Campus. Mr. Collins said a retreat is scheduled for June 2014 and both Celina and Farmersville are on the agenda for discussion.

UPDATE REGARDING ELECTRICAL SYSTEM ACQUISITION.

Mr. White updated the 4A EDC Board in regards to the Electrical System Acquisition. Mr. White said crews are working on replacing utility poles along Maple Street with new fiberglass poles. Mr. White said that the new fiberglass poles will be the standard in Farmersville. Mr. White said the biggest obstacle at this time is setting up the billing system and on-line billing. Mr. White stated that with the new billing system the City of Farmersville will no longer issue late notices.

DISCUSSION AND REVIEW LETTER RECEIVED BY DOUG AND LORI LAUBE ON REQUEST TO EXTEND FAÇADE GRANT COMPLETION DATE.

On a motion by Mr. Tedford and a second by Mr. McGuire, the Board approved the (6) six month extension request from Doug and Lori Laube. Motion carried unanimously.

DISCUSSION AND POSSIBLE ACTION FOR DEFINING AND DESIGNATING THE TOWNE CENTRE ZONE AND ACCOMPLISHING THE CORRESPONDING MASTER PLAN

Mr. Collins suggested to discuss budgeting for this item, but needs to go before City Council for commitment. Mr. Collins asked Mr. White if it needs to go before Planning and Zoning or City Council first. Mr. White stated City Council would be the first step. Mrs. Washam asked what is required to be brought before City Council. Mr. White stated a concept plan, zoning changes, etc. Mr. White offered to help prepare plans to go before City Council.

DISCUSSION AND POSSIBLE ACTION REGARDING REAL ESTATE ACQUISITION STRATEGY BY THE EDC 4A BOARD

Mr. Collins felt it was an appropriate time for the 4A EDC Board to look at the possibility of acquiring property. Mr. Collins felt it would provide an incentive to prospective Businesses to want to relocate to Farmersville. Mr. Collins felt as though this would be a good item to discuss during the Budget process. Mr. McGuire added this is something to pursue and feels like it would attract business owner's interest to relocate.

Mr. Tedford said his main concern and first priority is the Sewer System. Mr. Collins agreed and asked that this item be an addition to the budget. Mr. Collins recommended to postpone this item for now and to bring back in the future for further review.

DISCUSSION AND POSSIBLE ACTION REGARDING A WORK-SESSION ON REVIEW THE CURRENT LAW AND REGULATIONS FOR THE 4A EDC BOARD.

Mr. Collins concern is that all board members need an understanding of what can be accomplished in regards to investments by the 4A EDC Board. Ms. Hamlin passed out literature in regards to Economic Development Boards written by the Attorney General of Texas office. Mr. Collins asked if Ms. Hamlin would contact the Brown and Hoffmeister firm to set up a meeting on the laws surrounding the 4A EDC Board.

DISCUSSION AND REVIEW CURRENT 2013-2014 BUDGET AND GOALS AND PROPOSED 2014-201R BUDGET AND GOALS

Mr. Collins asked due to time restraints that this time be moved to the next regular scheduled meeting.

CONSIDERATION AND POSSIBLE ACTION REGARDING FINANCIAL STATEMENTS FOR MARCH AND APRIL 2014, AND REQUIRED BUDGET AMENDMENTS

On a motion by Mr. Tedford and a second by Mr. McGuire, the Board approved the financial statements for March 2014. Motion carried unanimously.

On a motion by Mrs. Washam and a second by Mr. Tedford, the Board approved the financial statements for April 2014. Motion carried unanimously.

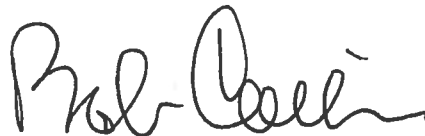
CONSIDERATION AND POSSIBLE APPROVAL OF THE MINUTES OF THE MARCH 20TH, 2014 MEETING

On a motion by Mr. Tedford and a second by Mrs. Washam, the Board approved the meeting minutes of the March 20th, 2014 meeting. Motion carried unanimously.

DISCUSSION ON CONTEMPLATION OF PLACING ITEMS ON FUTURE AGENDA

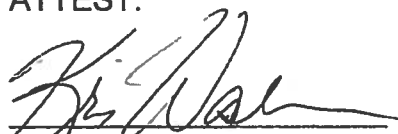
ADJOURNMENT

On a motion by Mr. McGuire and a second by Mrs. Washam, the Board adjourned at 8:35p.m.



Bob Collins, President

ATTEST:


Kris Washam, Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: INFORMATIONAL ITEM – FEDC (4A) Financial Report

**Farmersville Economic Development Corp 4A
Investment and Budget Report**

June 2014

Prepared by: Daphne Hamlin

Farmersville Economic Development Corp 4A
June 2014

Statement Balance 6-1-2014	\$212,296.82
Deposits:	
Sales Tax:	\$16,522.61
Cking Int .05%	\$9.04
CD Interest	\$74.32
Transfer to Texpool	
Transfer from Texpool	\$-
Checks	
	<hr/>
Statement balance 6-30-2014	\$228,902.79

Outstanding Transactions

Sales Tax
Transfer to Texpool
CD Interest

Balance 7-2-2014	\$228,902.79
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Farmersville Economic Development Corporation
Cumulative Income Statement
For the 12 Months Ended, September 30, 2014

	FY 2014	October	November	December	January	February	March	April	May	June	July	August	September	YTD
Beginning Bank Balance	Budget	\$145,798.94	\$160,436.50	\$182,136.79	\$200,540.72	\$178,678.30	\$200,602.48	\$178,963.41	\$194,809.65	\$212,296.82				
Deposits														\$-
Sales Tax Collections	\$160,000.00	\$21,637.54	\$21,587.41	\$18,324.23	\$13,763.51	\$21,842.95	\$15,586.41	\$15,764.39	\$17,406.60	\$16,522.61				\$162,445.65
Interest Income cking	\$1,100.00	\$7.28	\$6.72	\$7.78	\$8.06	\$6.91	\$8.40	\$7.53	\$8.66	\$9.04				\$70.38
Transfer from Texpool to First Bank														\$-
Transfer funds to CD														\$-
Transfer to Texpool														\$-
CD Interest Earned		\$102.74	\$108.16	\$71.92	\$74.32	\$74.32	\$87.12	\$74.32	\$71.91	\$74.32				\$717.13
Total Revenue	\$161,100.00	\$167,646.60	\$182,136.79	\$200,540.72	\$214,386.61	\$200,602.48	\$216,274.41	\$194,809.65	\$212,296.82	\$228,902.79	\$-	\$-	\$-	\$163,233.16
Expenses:														
Administration	\$1,000.00													\$-
Meeting Expenses	\$1,000.00	\$-												\$-
Dues/School/Travel	\$500.00													\$-
Office Supplies	\$200.00													\$-
Marketing/promotion Expenses														\$-
Marketing/Promotion Expenses/Advertising	\$7,110.00	\$7,110.00												\$7,110.00
Collin College Sponsorship	\$7,500.00				\$7,500.00									\$7,500.00
Small Business Entrepreneurship Conf	\$500.00						\$500.00							\$500.00
Legal Services	\$2,500.00													\$-
Farmersville Chamber	\$1,000.00						\$1,000.00							\$1,000.00
Farmersville Rotary	\$500.00						\$500.00							\$500.00
Total Expenditures	\$21,810.00	\$7,110.00	\$-	\$-	\$7,500.00	\$-	\$2,000.00	\$-	\$-	\$-	\$-	\$-	\$-	\$16,510.00
Directive Business Incentives														\$-
Collin College Project(sewer/street/electric)	\$100,000.00													\$-
NTMWD Regional WW Treatment	\$150,000.00													\$-
Electrical Study	\$125,000.00				\$28,208.31									\$28,208.31
Facade Grant Program	\$50,000.00						\$35,311.00							\$35,311.00
Total Development Cost	\$425,000.00			\$-	\$28,208.31	\$-	\$35,311.00	\$-	\$-	\$-	\$-	\$-	\$-	\$63,519.31
Total Expenditures	\$446,810.00	\$7,110.00	\$-	\$-	\$35,708.31	\$-	\$37,311.00	\$-	\$-	\$-	\$-	\$-	\$-	\$80,129.31
Revenue vs Expenditures	(\$285,710)													\$-
From Reserves	\$285,710.00													\$-
Balance Budget	\$-													\$-
Total Expenditures								\$-	\$-	\$-	\$-	\$-	\$-	\$80,129.31
Ending Bank Balance		\$160,436.50	\$182,136.79	\$200,540.72	\$178,678.30	\$200,602.48	\$178,963.41	\$194,809.65	\$212,296.82	\$228,902.79	\$-	\$-	\$-	\$-
CD Investment		\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00				\$250,000.00
Texpool Balance		\$366,517.59	\$366,531.07	\$386,542.62	\$366,551.14	\$366,559.13	\$366,568.45	\$366,578.58	\$366,586.18	\$366,594.74				\$366,594.74
Interest Earned		\$15.52	\$13.48	\$11.56	\$8.52	\$7.99	\$9.32	\$10.13	\$7.60	\$8.56				\$8.56
Total Available Funds		\$776,954.09	\$798,667.86	\$817,083.34	\$796,229.44	\$817,161.61	\$795,531.86	\$811,388.23	\$828,883.00	\$846,497.63	\$-	\$-	\$-	\$-



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: INFORMATIONAL ITEM – FCDC (4B) Meeting Minutes

Electronic minutes are found at the following link:

http://www.farmersvilletx.com/government/agendas_and_minutes/community_development/index.jsp

FARMERSVILLE COMMUNITY DEVELOPMENT CORPORATION BOARD (4B)

MINUTES June 9, 2014

CALL TO ORDER, ROLL CALL AND RECOGNITION OF VISITORS

The Farmersville Community Development Corporation Board met on June 9, 2014 in the City Council Chambers at City Hall. President Leaca Caspari convened the meeting at 5:45 p.m. and announced that a quorum was present after roll call. The following board members were present: Leaca Caspari, Paul Kelly, Dick Seward, and John Garcia. President Caspari welcomed Main Street Manager Adah Leah Wolf, and guests City Manager Ben White, Mayor Pro Tem Jim Foy, Charlie Whitaker, and Ricky Sims.

SWEAR IN BOARD MEMBERS

City Secretary Edie Sims swore in new board member, John Garcia, as well as reappointed board members Leaca Caspari and Paul Kelly. Reappointed board member Dick Seward had previously been sworn in by the City Secretary.

CONSIDER FOR APPROVAL MAY 12, 2014 MEETING MINUTES

Paul Kelly motioned to accept the May 12, 2014 minutes as written, with Dick Seward seconding the motion, which passed the full Board.

CONSIDERATION AND POSSIBLE APPROVAL OF ITEMS FOR PAYMENT

No checks as presented for payment.

CONSIDERATION AND POSSIBLE ACTION REGARDING FINANCIAL STATEMENTS FOR May 2014 AND ANY REQUIRED BUDGET AMENDMENTS

Paul Kelly motioned to accept the Financial Statements for May as presented, with Dick Seward seconding the motion, which passed the full Board.

DISCUSSION REGARDING FISCAL YEAR 2015 BUDGET

An additional grant request was received from Jim Foy and Charlie Whitaker for \$25,000 to support the developing Farmersville Heritage Museum. The Committee discussed priorities of various projects, and concluded the following budget line up:

- Main Street Program support: \$70,000
- Miscellaneous: \$2,000
- Marketing Program: \$13,000
- Reimburse City for Accounting Services: \$1,000
- Matching grant for Chaparral Trail Phase III Project: \$60,000
- Collin College Scholarship sponsorship: \$2,500
- Chamber of Commerce sponsorship: \$5,000

- May building taxes: \$1,000 (contractual)
- Christmas Activities: \$5,000
- Land Purchase: \$20,000 (contractual)
- Sparks of Freedom Fireworks: \$5,000
- Flag Pole installations and upgrades: this project to be delayed
- Splashpad improvements-live screening: this project to be delayed
- Bain Honaker House Restoration work: \$5,000
- National Register District Project: \$4,000
- Herb Ellis Jazz Festival: \$9,000
- Onion Shed roof rehab and foundation repair: \$8,200
- Bleachers: \$3,700
- Farmersville Heritage Museum: \$25,000

The estimated sales tax revenue used for budgeting purposes for FY 2015 is \$210,000. The total amount of FY 2015 budgeted expenditures is \$239,400.

Motion was made by Paul Kelly to accept the above as the 2015 budget; motion seconded by Dick Seward. The motion passed unanimously.

MONTHLY MAIN STREET PROGRAM UPDATE—ADAH LEAH WOLF

Main Street Manager Adah Leah Wolf provided a written monthly report for May and highlighted the following: This month's downtown merchants get together will be held at *Red Door Antiques* and will celebrate their renovations. *Almost New* has relocated to 106 McKinney Street. Shop WagJack has opened a tea room in their back area. FISC provided volunteers to assist with downtown planting.

CITY MANAGER REPORT—BEN WHITE

The City Manager provided a written report and highlighted the following: New bleacher stand placed at Spain Athletic Complex. Two signs replaced at Splashpad. Splashpad is undergoing repairs. Received estimates to replace dead tree in downtown median. First electric bill has been delivered. Brush pickup will continue with assistance of Methodist Church missions program.

DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS

Board to discuss possible budget amendment for bleachers, and will adopt FY 2015 Goals and Objectives. The next meeting will be on July 14.

ADJOURNMENT

There being no further business, President Caspari adjourned the meeting at 6:47 PM.

Signatures:

Leaca Caspari, President

Barbara Stooksberry, Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: INFORMATIONAL ITEM – FCDC (4B) Financial Report

**Farmersville Community Development Corp 4B
Investment and Budget Report**

June 2014

Prepared by: Daphne Hamlin

Farmersville Community Development Corp 4B
June 2014

Statement Balance 6-1-2014	\$74,167.52
Deposits:	
Sales Tax:	\$16,522.61
Cking Int .05%	\$3.36
Stop payment Fee	
Transfer to Texpool	
Transfer from Texpool	\$-
Checks 2229, 2236, 2238-2240	<u>\$(502.12)</u>
Statement balance 6-30-2014	\$90,191.37

Outstanding Transactions

Sales Tax	
Transfer to Texpool	
CD Interest	
out standing checks 2241	\$(1,016.76)

Balance 7-2-2014	<u>\$89,174.61</u>
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07/02/2014

Farmersville Community Development Corporation
Cumulative Income Statement
For the Fiscal Year Ended, September 30, 2014

	FY2014	October	November	December	January	February	March	April	May	June	July	August	September	Actual YTD	%
Particulars	Budget														
Revenue:															
Sales Tax Collections	\$184,000	\$21,638	\$21,574	\$18,324	\$13,763	\$21,843	\$15,596	\$15,764	\$17,407	\$16,523				\$162,432	88.28%
Interest Income		4	5	4	4	4	3	2	3	\$3				32	
Reimbursement for Marketing														-	
Refund Boundary Solutions															
Reimbursement for Main Street Mgr.															
Transfer from TEXPOOL/or cash in bank															
Total Revenue	\$184,000	\$21,642	\$21,579	\$18,328	\$13,767	\$21,847	\$15,600	\$15,766	\$17,410	\$16,526	\$-	\$-	\$-	\$162,464	88.30%
Expenses:															
Main Street:															
Salary	65,000	57,455		1148	1000	780	197	199	318	\$455				57,455	88.39%
Supplies		184	962											5,243	
Total Main Street	\$65,000	\$57,639	962	1,148	1,000	780	\$197	\$199	\$318	\$455	\$0	\$-	\$-	\$62,698	96.46%
Miscellaneous	2,000													\$-	0.00%
Marketing Program	15,000	15,000												15,000	100.00%
Reimburse city for accounting	500													-	0.00%
Chaparral Trail Improvements	60,000						60,000							60,000	100.00%
Collin College Scholarship sponsorship	2,500				2,500									2,500	100.00%
Chamber of Commerce	5,000						5,000							5,000	100.00%
May Taxes	800						771							771	96.35%
Christmas Activities	4,000		143	345	3,512									4,000	100.00%
Land Purchase	20,000	4,998		4,998				4,998						14,994	74.97%
Fire Works	3,500								3,500					3,500	100.00%
Flag Pole Installation	7,500													-	0.00%
Splashpad Improvements	5,000													-	0.00%
Historical Marker for Post Office	1,500														
Bain Honaker House Restoration	5,000				5,000				613	\$1,017				5,000	100.00%
National Register District Project	4,000													1,630	40.75%
Police 4 Wheeler	4,500				4,500										
Chaparral Trail Kiosks	14,000						14,000							14,000	100.00%
Total Expenses	\$219,800	77,637	\$1,105	\$1,493	\$21,510	\$780	\$79,968	\$5,197	\$4,431	\$1,472	\$-	\$-	\$-	\$189,092	86.03%
Excess Revenue Over Expenses	(35,800)	(55,995)	20,474	16,835	(7,743)	21,067	(64,368)	10,569	12,979	15,054	-	-	-	-	

Farmersville Community Development Corporation
Financial Statement
For the Fiscal Year Ended September 30, 2014

	October	November	December	January	February	March	April	May	June	July	August	September
Beginning Bank Balance	120,292.64	\$64,297.43	\$84,782.07	\$101,616.47	\$ 93,874.33	\$114,940.80	\$50,572.51	\$61,141.93	\$74,120.02			
Deposits:												
Sales tax deposits	21,637.54	21,587.41	\$18,324.23	13,763.51	21,842.95	\$15,586.41	\$15,764.39	\$17,406.80	\$16,522.61			
Interest income-bank	4.03	2.76	\$3.67	4.09	3.80	\$3.21	\$2.21	\$2.92	\$3.36			
Transfer to TexPool												
Transfer From Texpool to First Bank												
Refund from Boudhary Solutions												
Reimbursement for Marketing												
Reimbursement for Main Street Mgr.												
Adjusting Entry												
Total Revenues	141,934.21	85,887.60	103,109.97	115,384.07	115,721.06	130,540.42	\$66,339.11	\$78,551.45	\$90,645.99	\$0.00	-	\$ -
Disbursements:												
Main Street Salary	\$ 57,454.80											
Miscellaneous	\$ 184.00	\$ 962.44	\$ 1,146.50	\$ 999.56	\$ 780.28	\$ 197.10	\$ 199.00	\$ 318.07	\$ 454.62			
Main Street Supplies												
Marketing Program	\$ 15,000.00											
Reimburse city for accounting						\$ 60,000.00						
Chaparral Trail Improvements				\$ 2,500.00								
Collin College Scholarship sponsorship						\$ 5,000.00						
Chamber of Commerce						\$ 770.81						
May Taxes		\$ 143.09	\$ 345.00	\$ 3,512.00								
Christmas Activities				\$ 4,988.18			\$ 4,988.18	\$ 3,500.00				
Land Purchase	\$ 4,988.18											
Fire Works												
Flag Pole Installation												
Splashpad Improvements												
Historical Marker for Post Office				\$ 5,000.00								
Bain Honaker House Restoration								\$ 613.36	\$ 1,016.76			
National Register District Project						\$ 14,000.00						
Chaparral Trail Kiosks				\$ 4,500.00								
Police 4 wheeler												
Total Expenses	77,636.78	1,105.53	\$ 1,493.50	\$ 21,509.74	\$780.28	\$79,967.91	\$5,197.18	\$4,431.43	\$1,471.38	\$0.00	\$0.00	\$0.00
Ending Bank Balance	64,297.43	84,782.07	101,616.47	93,874.33	114,940.80	50,572.51	61,141.93	74,120.02	89,174.61	-	-	-
TEXPOOL Balance	84,812.28	\$84,815.37	\$84,818.07	\$84,820.07	\$84,821.91	\$84,824.12	\$84,826.43	\$84,828.19	\$84,830.18			
Interest Income-TEXPOOL	\$ 3.58	\$ 3.09	\$ 2.70	\$ 2.00	\$ 1.84	\$ 2.21	\$2.31	\$1.76	\$1.99			
Total Available Funds	149,109.71	169,597.44	186,434.54	178,694.40	196,782.71	135,396.63	145,968.36	156,948.21	174,004.79	-	-	-

Signed:



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: INFORMATIONAL ITEM – Planning & Zoning Minutes

Electronic minutes are found at the following link:

http://www.farmersvilletx.com/government/agendas_and_minutes/planning_and_zoning/index.jsp

**FARMERSVILLE CITY COUNCIL
REGULAR SESSION AGENDA
July 8, 2014, 6:00 P.M.
Council Chambers, City Hall
205 S. Main Street**

I. PRELIMINARY MATTERS

- Call to Order, Roll Call, Prayer and Pledge of Allegiance
- Welcome guests and visitors: Anyone wanting to speak on any items that are not the subject of a Public Hearing on this agenda is asked to speak at this time, with an individual time limit of 3 minutes. This forum is limited to a total of 30 minutes. Please note that the City Council cannot comment or take any action on this item.

II. CONSENT AGENDA

Items in the Consent Agenda consist of non-controversial or "housekeeping" items required by law. Council members may request prior to a motion and vote on the Consent Agenda that one or more Items be withdrawn from the Consent Agenda and considered individually. Following approval of the Consent Agenda, excepting the items requested to be removed, the City Council will consider and act on each item so withdrawn individually.

- A. City Council Minutes
- B. Police Department Report
- C. Code Enforcement/Animal Control Report
- D. School Resource Officer Report
- E. Fire Department Report
- F. Municipal Court Report
- G. Warrant Officer Report
- H. Public Works Report
- I. Library Report
- J. City Manager's Report

III. INFORMATIONAL ITEMS

These Informational Items are intended solely to keep the City Council apprised of the actions and efforts of the various boards and commissions serving the City of Farmersville. Council members may deliberate and/or request further information or clarification regarding any one or more of the items contained in this provision. City Council approval of, or action on, these items is not required or requested.

- A. FEDC (4A) Meeting Minutes
- B. FEDC (4A) Financial Report
- C. FCDC (4B) Meeting Minutes

- D. FCDC (4B) Financial Report
- E. Planning & Zoning Minutes
- F. Capital Improvements Advisory Commission Minutes
- G. Citizens Advisory Committee
- H. Sign Board of Appeals Minutes
- I. Parks Board Minutes
- J. Main Street Board Minutes
- K. Main Street Report
- L. Building & Property Standards Minutes
- M. TIRZ Minutes
- N. Library/Civic Center Board Minutes
- O. Farmersville Public Housing Authority
- P. North Texas Municipal Water District Board Agenda

IV. READING OF ORDINANCES

- A. Second Reading – Consider, discuss and act upon an ordinance to amend the Master Fee Schedule regarding:
 - 1. Refuse/garbage and recycle service to be effective October 1, 2014
 - 2. Transfer of utility service rates
 - 3. Utility connection rates
 - 4. Utility reconnection fees
- B. First Reading – Consider, discuss and act upon an ordinance to amend the Master Fee Schedule to increase the water and sewer rates

V. REGULAR AGENDA

- A. Consider, discuss and act upon a contract with Capps Capco Construction for the 12" water line project on Bob Tedford Drive
- B. Consider, discuss and act upon an agreement with Collin County to provide jail services during fiscal year 2014-2015
- C. Consider, discuss and act upon an agreement with Collin County to provide dispatch services during fiscal year 2014-2015 which also includes a Virtual Private Network Connection Policy and Agreement
- D. Consider, discuss and act upon enforcement of the Sign Ordinance within the City's Extra Territorial Jurisdiction
- E. Consider, discuss and act upon processes and requirements regarding special event permits
- F. Consider, discuss and act upon items regarding American Disability Act compliancy
- G. Consider, discuss and act upon an agreement between Independent Bank-Farmersville and the City of Farmersville regarding street lights

VI. BUDGET WORKSHOP

A. Discuss Proposed Fiscal Year Budget 2014 – 2015

VII. EXECUTIVE SESSION

A. Section 551.074, Deliberation Regarding Personnel Matters

1. Discussion regarding Performance Evaluation of the City Manager

VIII. REQUEST FOR CONSIDERATION OF PLACING ITEMS ON FUTURE AGENDAS

IX. ADJOURNMENT

No action may be taken on comments received under "Recognition of Visitors".

Dated this the 3rd day of July, 2014.



Joseph E. Helmberger, P.E., Mayor

The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code, including, but not limited to, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.175-183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code, including, but not limited to, Section 321.3022 (Sales Tax Information).

Persons with disabilities who plan to attend this meeting and who may need assistance should contact the City Secretary at 972-782-6151 or Fax 972-782-6604 at least two (2) working days prior to the meeting so that appropriate arrangements can be made. Handicap Parking is available in the front and rear parking lot of the building.

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in the regular posting place of the City Hall building for Farmersville, Texas, in a place and manner convenient and readily accessible to the general public at all times, and said Notice was posted July 3, 2014 by 5:00 P.M. and remained so posted continuously at least 72 hours proceeding the scheduled time of said meeting.



Edie Sims, City Secretary



FARMERSVILLE PLANNING & ZONING COMMISSION
SPECIAL SESSION MINUTES
June 16, 2014

The Farmersville Planning and Zoning Commission met in regular session on June 16, 2015 at 6:30 p.m. at the City of Farmersville Council Chambers with the following members present: Mark Vincent, Craig Overstreet, Todd Rolan and Tom Waitschies. Commission members absent were Patti Ford, Bryce Thompson and Charles Casada. Staff members present was City Manager Ben White, City Attorney Alan Lathrom and City Secretary Edie Sims. Council Liaison John Klostermann was present.

CALL TO ORDER AND RECOGNITION OF CITIZENS/VISITORS

Chairman Tom Waitschies called the meeting to order at 6:30pm. Edie Sims called roll and announced that a quorum was present. Tom Waitschies offered the invocation and led the audience in the Pledge of Allegiance.

Item II – A) CONSIDER, DISCUSS AND ACT UPON MINUTES FROM MAY 5, 2014 SPECIAL P&Z MEETING

Craig Overstreet motioned to approve the minutes as presented with Todd Rolan seconding the motion. Motion carried unanimously.

Item III – A) WORK SESSION: DISCUSSION AND POSSIBLE DIRECTION REGARDING ITEMS BEING PLACED IN, ON AND/OR ABOUT THE PUBLIC RIGHT-OF-WAY

Chairman Waitschies opened the topic for discussion to City Attorney Alan Lathrom. Mr. Lathrom stated that other cities handle the situation of dumpsters and other items placed in the right-of-way differently. But for the Code Enforcement or Police Department to have teeth to enforce, the City needs a right-of-way management ordinance empowering the City to keep people from placing items in the right-of-way.

Some cities accomplish this through their zoning ordinance. Flower Mound has a right-of-way management ordinance that allows the City to limit and prohibit unauthorized use of the right-of-way over and above dumpsters. (A copy was enclosed with the packet for review.) Another method of handling this situation is through the solid waste ordinance and recycling ordinance which can specify the location of dumpsters. (Rockwall uses this method.)

Clarifying setbacks is another method in the zoning ordinance regarding accessory structures and where to be placed. The reason through the zoning ordinance allows spacing for firefighting capabilities. The zoning ordinance would also redefine an accessory structure to include a dumpster.

Tom Waitschies questioned if these methods are preferential to commercial applications only with Mr. Lathrom replying “not necessarily.” Also another provision can be detailed to have all refuse or recycling carts put out no earlier than 7pm the evening before trash is scheduled for pickup and rolled back setback by 7pm the same day as the pickup.

City Manager Ben White expressed the Council's concern and why this item was brought before the Planning and Zoning Commission.

Mr. Lathrom indicated the most efficient method to not allow “grandfathering” is through a right-of-way management ordinance which would exclude dumpsters from

being placed in the right-of-way, on sidewalks and not have pre-existing rights. Storage pods can also be addressed and be allowed with a temporary permit.

The right-of-way can be by prescription or dedication, but either way the setbacks will determine the footage. This can be accomplished by spelling out asphalt roadways from the edge of the pavement to protect the paved surface or by specific footage beyond a curb. A bar-ditch would be evaluated for a right-of-way. Typically the center of the road is the basis of measure, but can be handled on a case by case basis. Mr. White stated prescriptive right-of-ways are unusual but needs to be considered.

Mr. Lathrom indicated he would recommend following after Flower Mound's right-of-way management ordinance and can bring said ordinance to the next workshop. This ordinance will include solid waste, dumpsters, accessory buildings, pods and anything that may be placed in a right-of-way. Mr. Lathrom also indicated a second ordinance may need to be created regarding setbacks.

Item III – B) WORK SESSION: CONSIDER, DISCUSS AND ACT UPON AN ORDINANCE LIMITING VAPOR SHOPS TO MAKE SALES OF ANY E-CIGARETTE OR SIMILAR KIND OF PRODUCT TO MINORS

City Attorney Alan Lathrom informed the Commission regulations have not been set by the Federal and State governments. Most cities are addressing the e-cigarette issue by prohibiting the sale of these products to minors and penalizing possession of these products by minors. It was noted that Wylie has a regulation prohibiting these products on City property including parks. Other cities have regulated the use at hospitals and healthcare facilities. Austin prohibits e-cigarettes wherever tobacco is prohibited.

Craig Overstreet expressed concern since the FDA hasn't determined a health hazard from using these products, so how can cities regulate or prohibit the use? With nicotine still being a major product used, there are legitimate concerns of cancer and poisoning of children. The vapor is like an atomizer that emits chemicals similar to an aerosol which contains nicotine and known carcinogens. Tom Waitschies stated he felt the City is taking the correct steps in protecting the health, safety and welfare in respect to minors since there are no definitive answers and evidence from the research. Some studies express concerns with known dangers and therefore relieves the justification of selling these products to minors.

Todd Rolen stated he is quite disturbed when at a Little League baseball game and a coach is puffing on an e-cigarette while watching third base while a ballgame is being played. Alan Lathrom stated he will bring a draft to the Commission and treat e-cigarettes and like products the same as tobacco products and with the same prohibitions.

Item III – C) CONSIDER, DISCUSS AND ACT UPON CLARIFICATION OF DRIVEWAY APPROACHES, DRIVEWAYS AND PARKING HAZARDS

City Manager Ben White brought this item to the City Council who has thusly referred research and clarification to the Planning and Zoning Commission. While working on the North Hamilton Street Overlay project, driveway approach issues arose. Several areas had multiple driveway approaches from the street. Some situations have the entire front yard as a driveway which is seen as a parking lot.

Mr. White is asking the P&Z to provide clarification to include the type of materials to be used and how many approaches are appropriate. Mr. White felt a

corner lot could have two approaches; an individual lot should typically have one approach but could have two with a circular drive. We should not allow front yards to resemble parking lots. We should also include a variance when cases require more parking spaces. The parking could be according to the size of the lot as well. Boats, motor homes and other appurtenances need to be accounted for as well.

Mark Vincent stated he has a neighbor that has 8 – 10 cars all the time but all live at one location. Mr. White also acknowledged issues when teenagers have their personal vehicles which add to the family vehicle number. Tom Waitschies added cars are parked on both sides of his street which does not allow an ambulance pass through, and thinking of a fire truck's area would also be limited if not at all.

The safety and health of citizens must come first. When cars are parked where fire apparatus and ambulance services cannot get through, something must be done. Craig Overstreet stated an ordinance exists regarding surface requirements. Mr. White stated this would be an attempt to close the loop hole including vehicle parking, proper storage so that neighboring property values are maintained. Mr. Vincent commented it's about aesthetics and not just automobiles. City Attorney Alan Lathrom indicated currently the City does not have a prohibition regarding parking on improved surfaces. It would be important to indicate where the driveway ends and other areas begin. This topic will be brought back to the Commission at the next meeting with an amendment to the existing ordinance.

Item IV) ADJOURNMENT

Craig Overstreet motioned to adjourn with Todd Rolen seconding the motion. P&Z Commission adjourned at 7:32 p.m.

ATTEST:

Tom Waitschies, Chairman

Patti Ford, Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: INFORMATIONAL ITEM – Capital Improvements Advisory Commission Minutes

- There was not a meeting of the Capital Improvements Advisory Commission during the month of June 2014.

Electronic minutes are found at the following link:

http://www.farmersvilletx.com/government/agendas_and_minutes/planning_and_zoning/index.jsp



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: INFORMATIONAL ITEM – Citizens Advisory Committee Minutes

- Minutes are being prepared and will be presented at the next Council meeting

Electronic minutes are found at the following link:

http://www.farmersvilletx.com/government/agendas_and_minutes/planning_and_zoning/index.jsp



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: INFORMATIONAL ITEM – Sign Board of Appeals Minutes

- There was not a meeting of the Sign Board of Appeals during the month of June 2014.

Electronic minutes are found at the following link:

http://www.farmersvilletx.com/government/agendas_and_minutes/planning_and_zoning/index.jsp



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: INFORMATIONAL ITEM – Parks Board Minutes

Electronic minutes are found at the following link:

http://www.farmersvilletx.com/government/agendas_and_minutes/parks_and_recreation_board_meetings.jsp

**CITY OF FARMERSVILLE
PARKS AND RECREATION BOARD MINUTES
JUNE 17, 2014**

The Farmersville Parks and Recreation Board met in regular session on June 17, 2014 at 6:00 p.m. at City Hall with the following members present: Chairman Mark Vincent, Glenn Bagwill, Marianne Politz, Todd Rolen and Tom Waitschies. City Manager Ben White and City Staff member Christi Dowdy were also present.

CALL TO ORDER

Chairman Mark Vincent called the meeting to order at 6:05 pm, and roll was called by Christi Dowdy who announced that a quorum was present.

RE-ORGANIZATION OF BOARD

A motion was made by Tom Waitschies to appoint Marianne Politz Chairman for the upcoming year. The motion was seconded by Glenn Bagwill. Todd Rolen moved to appoint Glenn Bagwill as Vice Chairman, and the motion was seconded by Marianne Politz. Both motions passed all in favor.

APPROVAL OF MINUTES

Todd Rolen made a motion to approve the minutes from the May 20, 2014 meeting, and the motion was seconded by Tom Waitschies.

FUNDING OF STANDS FOR J.W. SPAIN ATHLETIC COMPLEX

City Manager Ben White addressed the Board regarding the replacement of stands at the J.W. Spain Athletic Complex and the Riding Club Arena. Recently the Collin County Fire Marshal advised that all stands were not safety compliant and must be replaced. The City would like for the Parks Board to fund one set of stands which would cost just under \$3,000 per set. The 4B Board is funding the replacement of some stands as well. Mr. White stated that the stands were safety compliant and have more capacity than the old ones. He went on to say that 6 sets are needed at the athletic complex, and 2 at the Riding Club arena.

A motion was made by Tom Waitschies to purchase one set and the motion was seconded by Glenn Bagwill. The motion passed all in favor.

BRIEFING FROM CITY MANAGER

City Manager Ben White gave highlights of several projects including:

- a. Landscaping and clean-up in preparation for Audie Murphy Day
- b. Water line break at the J.W. Spain Athletic Complex
- c. Volunteer effort to clean up brush in City
- d. Sparks of Freedom July 4th celebration at Southlake Park
- e. Riding Club improvements
- f. Splash Pad update
- g. Wildflower planting at the Chaparral trail

Board Member Mark Vincent left the meeting at 6:30 p.m.

WORKSHOP REGARDING FUTURE PLANS FOR SOUTHLAKE PARK

The Board discussed many ideas for the future of Southlake Park and agreed to take a tour of the Park on Thursday, June 26th. They would like to tour the facility and then discuss their ideas at the July meeting.

At the May meeting, Milton Bolgiano approached the Board regarding a joint venture with the City. A motion was made by Marianne Politz to decline the offer and the motion was seconded by Glenn Bagwill. The motion passed all in favor.

DISCUSSION OF PLACING ITEMS ON FUTURE AGENDAS

No items were discussed.

ADJOURNMENT

The meeting was adjourned at 7:08 p.m.

Marianne Politz, Chairperson



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: INFORMATIONAL ITEM – Main Street Board Minutes

- The Main Street Board meeting was cancelled for June 2014.

Electronic minutes are found at the following link:

http://www.farmersvilletx.com/government/agendas_and_minutes/main_street_board/index.jsp



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: INFORMATIONAL ITEM – Main Street Report

Main Street Report is attached.



Main Street Monthly Report
June, 2014
Reported by Adah Leah Wolf,
Main Street Program Manager



ORGANIZATION:

5	Meeting with Leaca Caspari in preparation for 4B Board meeting.
9	4B Board meeting. Working on Fiscal Year 2015 budget and goals. John Garcia welcomed to the board.
4,11,18,25	Manager attends city staff meetings.
4	Mary Tate is assisting in completing our National Register District nomination.

PROMOTION:

5	Farmers & Fleas Market assistant calls vendors, spaces assigned.
7	Farmers & Fleas Market. Many shoppers due to Chamber's Yards of Yard Sales event on the same day.
14	Downtown ceremony, organized by Henry Bodden: families of two Medal of Honor recipients met downtown. Nadine Lokey and several Audie Murphy Day committee members were in attendance.
	Goodie Bags made for Granberry Knitters Guild, who visited downtown on June 7
16	E Newsletter sent to downtown building and business owners.
5, 12,19	Audie Murphy Day planning meetings. Postcards mailed via EDDM to entire 75442 zip code. Potential parade participants contacted. Parade details completed. Sponsor banners ordered, posters distributed. Merchandise, registration supplies, artwork and signage brought to church the night before for storage.
21	15 th annual Audie Murphy Day, honoring nearly 200 veterans! Breakfast and luncheon receptions provided by First Baptist Church, flyover by Commemorative Air Force, parade with over 40 participants including the Sons of the American Revolution in costume and several military vehicles. Speaker County Judge Keith Self. Special guests John Rike III, Don Eckman and family from Michigan. Excellent media coverage from The Farmersville Times and Dallas Morning News.
25	Manager reads for Library's Summer Reading Club
	Assisted with design and distribution of postcard highlighting city's July events.
25	Farmers & Fleas Market press releases sent out, advertising ordered.

DESIGN:

	Renovations continue on Doug Laube's building (129 McKinney Street)
20	VFW places American flags along downtown streets in preparation for Audie Murphy Day.
13-14	City wide brush pick up—with help of First United Methodist Church, Rotary and others.

ECONOMIC RESTRUCTURING:

	Almost New has moved to 106 McKinney Street, more than doubling its space for furniture sales.
6	Manager attends Chamber ribbon cutting at Christie's Rustic and Western Collection
19	Manager attends Chamber "Earlyville" meeting, hosted by ACO Resale.
19	Downtown Merchants get together, hosted by Donna and Bryan Williams at Red Door Antiques. Attendees congratulated the owners on their recent renovations, signing a banner. Main Street provided a display board showing the renovation process.
26	Workshop attended by several Main Street merchants, subject: Every Door Direct Mail, presented by Post Office staff, coordinated by Main Street and the Chamber.
	New merchant Manuela Bonita is opening Nelly Beauty Salon at 120 McKinney Street. She provides hair cuts, perms, color, hair extensions and cosmetic tattoos.
	Lovey's Café (tea room) now open at Shop WagJack, 206 McKinney Street

Volunteer hours donated this month: approximately 860!



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: INFORMATIONAL ITEM – Building & Property Standards Commission Minutes

Electronic minutes are found at the following link:

http://71.6.142.67/revize/farmersville/government/agendas_and_minutes/building_and_property_standards_meetings.jsp

FARMERSVILLE BUILDING AND PROPERTY STANDARDS COMMISSION
MEETING MINUTES
JUNE 12, 2014

The Farmersville Building and Property Standards Commission met in a special called session on June 12, 2014 at 6:00 p.m. in the Council Chambers at City Hall with the following members present: Autumn Barton, Andrew Washam, Rafiq Huddleston, Patti Ford and Anne Hall. Staff members present were Code Enforcement Officer Karen Dixon, City Attorney Alan Lathrom and City Secretary Edie Sims. Council Liaison John Politz was not present.

CALL TO ORDER, ROLL CALL

Vice Chairman Autumn Barton called the meeting to order. City Secretary Edie Sims called the roll and announced a quorum was present. Edie Sims presented the invocation and the Pledge of Allegiance.

Vice Chairman Autumn Barton announced the Audie Murphy Day event to be held June 21st.

(Item II) REORGANIZATION OF THE COMMISSION INCLUDING ELECTION OF CHAIRMAN, VICE CHAIRMAN AND SECRETARY

Vice Chairman Autumn Barton opened the nominations for Chairman. Anne Hall nominated and motioned Autumn Barton as Chairman with Patti Ford seconded the motion. Motion passed unanimously.

Chairman Autumn Barton opened the nominations for Vice Chairman. Autumn Barton nominated and motioned Patti Ford as Vice Chairman with Rafiq Huddleston seconding the motion. Motion passed unanimously.

Chairman Autumn Barton opened the nominations for Secretary. Autumn Barton nominated and motioned Andy Washam as Secretary with Rafiq Huddleston seconding the motion. Motion passed unanimously.

(Item III – A) MINUTES FROM THE BUILDING AND PROPERTY STANDARDS MEETING OF MAY 8, 2014

Andy Washam motioned to approve the minutes as written with Patti Ford seconding the motion. Motion passed unanimously.

(Item IV – A) CONDUCT A PUBLIC HEARING TO CONSIDER, DISCUSS AND ACT ON OPTIONS TO RESTORE OR DEMOLISH THE STRUCTURE(S) SITUATED AT 115 BUCKSKIN

Chairman Autumn Barton opened the public hearing at 6:06pm. Code Enforcement Officer Karen Dixon came before the Commission and informed the Commission of the multiple efforts to contact the property owner and have the fence repaired. The fence is a continued hazard and has been an issue since January 2014. Ms. Dixon showed photographs of a fence that is in very poor condition. Presently, the other option is to remove the fence in its entirety but that will bring on another set of violation issues as the fence protects the vision of old cars. Mr. Ignacio Duran has been given citations for the same violation and has paid the tickets, yet nothing has been done to rectify the problem.

The fence is not conformed to height; various parts of the fence have different heights which do not conform to the City's Ordinance. There are also portions of the fence that are held up by various types of metal. Other areas are rotten. Andy

Washam questioned the length of the fence. Ms. Dixon stated the fence was not measured, but surrounds the property. She believes one stretch of fence is approximately 50' long. Ms. Dixon expressed all pictures presented to the Commission were taken from the street. Autumn Barton questioned if any of the fence was salvageable and have the entirety brought up to code specifications and if Mr. Duran was given a copy of the Code to understand what the requirements are. Ms. Dixon replied she did not give a copy of the Code to Mr. Duran; however we verbally explained the requirements.

Numerous extensions were given by Ms. Dixon yet still nothing has been accomplished. Ms. Dixon stated she debated the decision to give Mr. Duran a ticket or bring him before the Building and Property Standards Commission. Mr. Duran has been cited twice in the past.

Maria Duran, Ignacio Duran's daughter, came to speak in behalf of her father and to assist with translating. Ms. Duran stated her father has been recently working on the fence and purchased new materials including posts. Ms. Duran questioned Karen Dixon's comment regarding metal objects holding up the fence when the fence covers the contents behind the fence. She would not have been able to see what is in the back yard unless she came onto the property.

Ms. Duran translated for Mr. Duran who stated he has post holes ready and one corner of the house is finished. He is working towards the back of the house. In response to the various heights, Mr. Duran stated he came to City Hall and what heights were allowed. He was told he could have 6' on the sides and 8' in the back. Andy Washam stated the pictures depicted various types of materials being used including metal and wood which he could see being an issue since all the material is not consistent. Mr. Duran stated he will paint the metal to match the same color as the remainder of the fence. Mr. Duran asked how long the Commission would allow him to finish the work and stated he could have completed in four weeks. The Commission concurred the fence needs to be all the same material and Mr. Duran stated he understood the material requirement.

The Public Hearing was closed at 6:25pm by Chairman Barton. Ms. Barton stated she felt the four week timeframe was satisfactory and would like to work with Mr. Duran. Karen Dixon stated she recommended the Commission offer Mr. Duran two months due to past history working with Mr. Duran.

Autumn Barton stated she was open to extend the time to two months but she wanted to make sure Mr. Duran was given a copy of the Code and was concerned that he was not properly informed. Anne Hall stated she agreed with the extension since the fence has been an issue since January.

City Attorney Alan Lathrom offered the options to the Commission to include granting 60 days to perform the work; if the work is not completed within 60 days, then the fence must be removed and not replacing a dilapidated structure. The Commission can require Mr. Duran to come back and show he has complied with the order. The Commission can request Mr. Duran return in 30 days to show progress and that he is nearing completion. The motion can be modified to complete in the timeframe required and if not, then the order can be to have the fence removed. Andy Washam asked if a permit was required with the response being no.

Patti Ford motioned to allow Mr. Duran 60 days to repair the fence to Code specifications and report back in 30 days with a progress report. Andy Washam seconded the motion. Motion carried unanimously.

(Item V – A) CONSIDER, DISCUSS AND ACT UPON VIOLATIONS AT 603 MAPLE STREET

City Secretary Edie Sims reported to the Commission that a permit by Armondo Rivera has been attained and the plans have been reviewed by Bureau Veritas. Mr. Rivera was not at the meeting.

(Item V – B) CONSIDER, DISCUSS AND ACT UPON VIOLATIONS AT 116 WOODARD

Jessica Duran came before the Commission who lives at 116 Woodard. Ms. Duran stated the violations have not been addressed since they did not know whether the structure would need to be demolished or fixed. Ms. Duran stated she knows the house is not in good condition and not livable. The yard is being cleaned. Ms. Duran again stated she did not know what was being asked to do. Ms. Duran's brother-in-law wants to rebuild. Andy Washam expressed concern the house is secured and no one has access into the structure. From the past meeting where this address was discussed, the structure does not have a complete method to be secured as areas of the floor are missing and someone, including a child, could go under the house and up into the structure.

Autumn Barton brought up the shed, which it too needed to be addressed. Ms. Duran remained constant that she wanted direction on what needed to be done to her property. The notices from Ms. Dixon are sent to her mother in Garland. The notices need to be sent to 113 N. Buckskin.

Karen Dixon pointed out the structure does not have plumbing, the floor is missing and the overall structure is uninhabitable. City Attorney Alan Lathrom indicated the Commission issued 30 days from the initial public hearing to pull a permit with 90 days to repair. An extension can be given to bring a plan with a timeline for rehabilitation. 60 days are left from the initial order.

Andy Washam stated his concern the property owner was not informed and was not at the original meeting this issue was discussed. City Attorney Alan Lathrom stated the property owner must have a plan to bring all issues into compliance and meet the satisfaction of the Commission. The funding will come from the property owner to have these items met. Andy Washam questioned the hazardous materials and if that issue has been resolved. Karen Dixon reported it was oil only and believes that has been resolved. Karen Dixon referred to the original violations and what it would take to bring the structure up to code. Ms. Duran stated she needed time for a plan and understood this is not financially easy.

Andy Washam reinstated his concern that the structure needed securing and needed confirmation of the structure being secured. He is willing to be lenient with action taken by the property owner. Alan Lathrom indicated the Commission could modify their motion and give time for a plan to be developed and presented.

Rafiq Huddleston encouraged Ms. Duran to come back in 30 days with a financial plan to rehabilitate the structure. Patti Ford stated Ms. Duran will need to pull permits. Ms. Ford expressed to Ms. Duran the electrical and plumbing work must be performed by licensed trades.

Autumn Barton motioned to give a 30 day extension to establish a plan of action in detail to rehabilitate or demolish and give a guesstimate to begin and complete the



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: INFORMATIONAL ITEM – TIRZ Board Minutes

- There was not a meeting of the TIRZ Board during the month of June 2014.

Electronic minutes are found at the following link:

http://71.6.142.67/revize/farmersville/government/agendas_and_minutes/other_boards_and_committees.jsp#revize_document_center_rz305



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: INFORMATIONAL ITEM – Library/Civic Center Board Minutes

- There was not a meeting of the Library/Civic Center Board during the month of June 2014.

Electronic minutes are found at the following link:

http://71.6.142.67/revize/farmersville/government/agendas_and_minutes/library_civic_center_board.jsp



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: INFORMATIONAL ITEM – Farmersville Public Housing Authority Report

- The June Board Agenda is attached for review
- The minutes from the May meeting is attached for review

Electronic agendas are found at the following link:

<http://www.texoma.cog.tx.us/departments/client-services/texoma-housing-partners/>



TCOG Governing Board
Meeting Agenda
1117 Gallagher Drive, Sherman, Texas
Thursday, June 19, 2014 – 5:30 p.m.

- A. Call to Order & Declaration of a Quorum
- B. Invocation and Pledges
- C. Welcome Guests
- D. Induct New Governing Board Members for 2014-2015
TCOG Governing Body Pledge:
In accepting this responsibility as a Governing Body member,
Do you pledge:
 - To uphold the bylaws of the organization
 - To be faithful in attendance
 - To strive to achieve the TCOG mission while representing our constituents
 - To foster full and active participation of all Governing Body members, and
 - To promote our strengths as a region
- E. Elect Governing Board Officers for 2014-2015
- F. Approval of Minutes: Approve Meeting Minutes for May 2014 – page 3
- G. Executive Director's Report
 - 1. Public Housing Program Presentation – Susan Ensley and Gary Edwards
 - 2. Texoma Wine, Beer, and Distilled Spirits Strategic Plan Update
 - 3. SEPA Project Update
 - 4. Brownfields Grant Update
 - 5. Planning and Development Department Reorganization
 - 6. EDA Peer Review Process
 - 7. 2014 Strategic Plan Half-time Update
 - 8. Annual Event – September 18, 2014
- H. Consent
All items on Consent Agenda are considered to be routine by the Council of Governments and will be enacted with one motion. There will not be separate discussion of these items unless a member of the Governing Body or a citizen so requests, in which event these items will be removed from the general order of business and considered in normal sequence.
 - 1. May 2014 Liabilities (AF): Authorize the Secretary/Treasurer to make payments in the amounts as listed.
Stacey Sloan, Finance Director – page 5
- I. Action
 - 1. ADRC Grant FY 2014 (AS): Approve Business Proposal Response for new RFP initiated by Texas Health and Human Services Commission on behalf of the Department of Aging and Disability Services (DADS) for the establishment of the Aging and Disability Resource Center (ADRC) for Region 2.
Janet Karam, Benefits Counseling Program Manager – page 16
 - 2. MAXIMUS Subcontract Agreement (AS): Ratify Executive Director's execution of subcontract agreement between MAXIMUS and TCOG's Area Agency on Aging (AAA).
Janet Karam, Benefits Counseling Program Manager – page 34

3. FY2013 Project Change for Homeland Security (PD): Authorize the approval of FY2013 Homeland Security Project Change for City of Denison.
CJ Durbin-Higgins, Public Safety Program Manager – page 57
 4. FYE 2015 Budget Status Update (AF): Accept recommendation, if any, regarding TCOG FYE 2015 Budget.
Stacee Sloan, Finance Director – page 59
- J. President's Report
- K. Adjourn

AS: Aging Services Department
AF: Administration & Finance Department
CS: Client Services Department
PD: Planning & Development Department

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Administration & Finance at 903-813-3510 two (2) work days prior to the meeting so that appropriate arrangements can be made. The above Agenda was posted online at <http://www.tcog.com> and physically posted at the Texoma Council of Governments offices in a place readily accessible to the public. The Agenda was also faxed to the County Clerk offices in Cooke, Fannin and Grayson Counties, Texas on Friday, June 13, 2014.



TCOG Governing Board
Meeting Minutes – APPROVED 6/19/14
1117 Gallagher Drive, Sherman, TX
Thursday, May 15, 2014 – 5:30 p.m.

Members Present: Spanky Carter, John Roane, David Spindle, Robert Adams, Keith Clegg, Roy Floyd, Cecil Jones, Marquin Payne, Jeffrey Stanley, Cary Wacker

- A. Judge Carter called the meeting to order and declared a quorum at 5:30 p.m.
- B. Cecil Jones provided the invocation, followed by Bill Lindsay, who led the pledges.
- C. Welcome Guests & Staff: Jessica Carter, Nancy Knapp, CJ Durbin-Higgins, Janet Karam, Max Karam, Sean Norton, Rayleen Bingham, Melinda Sinor, Brenda Smith, Michael Schmitz, Josh Brummet
- D. A motion was made by John Roane to approve the meeting minutes for April 2014. This motion was seconded by Roy Floyd. Motion carried.
- E. Executive Director's Report
 - a. Dr. Thomas stated that TCOG has hired Merit Appraisal & Tax Consulting, LP, in Gainesville, TX, to appeal TCOG property tax valuations which had increased 152% from \$1.2mil to \$3.2mil.
 - b. CJ Durbin-Higgins provided a presentation on the Public Safety Program.
 - c. Janet Karam provided an updated on the ADRC grant proposal for Aging programs.
 - d. Dr. Thomas announced a May 22 Foster Grandparent Recognition Event at the Frisco Roughrider game and award presentation at TCOG after the game.
 - e. Dr. Thomas announced the employee appreciation luncheon scheduled for Friday, May 20 at noon.
 - f. Dr. Thomas provided recognition for outgoing board members: Patsy Wilson, Jeff Stanley, David Spindle, Chad Ramsey, Harold Roberts, and Marquin Payne.
- F. A motion was made by Roy Floyd to approve the Consent Items. This motion was seconded by Cary Wacker. Motion carried.
 - 1. Authorize the Secretary/Treasurer to make payments in the amounts as listed.
- G. Action
 - 1. A motion was made by David Spindle to authorize submission of Section 8 FSS Grant renewal and, if awarded, the acceptance of annual funds in the amount of \$64,754. This motion was seconded by Cecil Jones. Motion carried.
 - 2. A motion was made by Cary Wacker to authorize the approval of FY2014 Allocation Range, Risk Methodology, and Homeland Security Projects submitted to the Texas Department of Public Safety, Texas Homeland Security State Administrative Agency (SAA). This motion as seconded by John Roane. Motion carried.
 - 3. A motion was made by Jeffrey Stanley to authorize the submission of Criminal Justice Prioritized Projects to the Office of the Governor's (OOG), Criminal Justice Division (CJD) for the following fund categories for Funding Year (FY) 2015: Criminal Justice Program, General Juvenile Justice & Delinquency Prevention Program Solicitation, General Victim Assistance Direct Service Program Solicitation, and Violent Crimes against Women Criminal Justice & Training Projects. This motion as seconded by Robert Adams. Motion carried.
 - 4. A motion as made by Cecil Jones to approve the final CSBG budget ending December 31, 2014 and authorize submission to the Texas Department of Housing & Community Affairs (TDHCA). This motion was seconded by Jeffrey Stanley. Motion carried.
 - 5. A motion as made by Cary Wacker to ratify Executive Director's execution of a revised contract with the Texas Department of Housing and Community Affairs (TDHCA) for an

increase in CEAP funding in the amount of \$151,860, for a contract total of \$762,418; and of a new contract for supplemental CEAP funds in the amount of \$142,112. This motion was seconded by Roy Floyd. Motion carried.

6. A motion was made by Jeffrey Stanley to approve the recommended amendment to the TCOG Personnel Policy Manual as follows: Amend Section 7.9.1, Tobacco-Free Workplace and Campus, "to include all forms of electronic cigarettes" as prohibited. This motion was seconded by Marquin Payne. Motion carried.
7. A motion was made by David Spindle to accept the report of investments for the period of November 1, 2013 through January 31, 2014. This motion was seconded by Cecil Jones. Motion carried.
8. No action was taken regarding the FYE 2014 Budget Status.

H. President's Report

1. Judge Carter provided an anecdote about a recent issue regarding Lake Fannin and the Forest Service about the conveyance of land to Fannin County in which Congressman Ralph Hall helped facilitate meetings with Senator John Cornyn's office as well as the Forest Service.

I. At 6:26 p.m., Spanky Carter adjourned the meeting.



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: INFORMATIONAL ITEM – North Texas Municipal Water District Board Agenda

- The agenda for the June meeting is attached.

Electronic agendas are found at the following link:

https://ntmwd.com/meeting_agendas.html



NORTH TEXAS MUNICIPAL WATER DISTRICT

**505 E. Brown Street • Wylie, Texas 75098
(972) 442-5405 – Phone • (972) 295-6440 – Fax**

**BOARD OF DIRECTORS
REGULAR MEETING
THURSDAY, JUNE 26, 2014
4:00 P.M.**

Notice is hereby given pursuant to V.T.C.A., Government Code, Chapter 551, that the Board of Directors of North Texas Municipal Water District will hold a regular meeting, open to the public, on Thursday, June 26, 2014, at 4:00 p.m., at the North Texas Municipal Water District offices, 505 E. Brown Street, Wylie, Texas.

The Board of Directors is authorized by the Texas Open Meetings Act to convene in closed or executive session for certain purposes. These purposes include receiving legal advice from its attorney (Section 551.071); discussing real property matters (Section 551.072); discussing gifts and donations (Section 551.073); discussing personnel matters (Section 551.074); or discussing security personnel or devices (Section 551.076). If the Board of Directors determines to go into executive session on any item on this agenda, the Presiding Officer will announce that an executive session will be held and will identify the item to be discussed and provision of the Open Meetings Act that authorizes the closed or executive session.

AGENDA¹

I. INVOCATION – DIRECTOR DON GORDON

II. ROLL CALL

III. RECOGNITION OF GUESTS

A. Registered Guests

IV. OATHS OF OFFICE

- A. Director Joe Farmer, Allen**
- B. Director Bill Harrison, Farmersville**
- C. Director Darrell Grooms, Forney**
- D. Director Gary Downey, Frisco**
- E. Director Jack May, Garland**
- F. Director Charles McKissick, McKinney**

¹Persons with disabilities who plan to attend the NTMWD Board of Directors meeting and who may need auxiliary aids or services are requested to contact John Montgomery in the NTMWD Administrative Offices at (972) 442-5405 as soon as possible. All reasonable efforts will be taken to make the appropriate arrangements.

- G. Director Terry Anderson, Mesquite
- H. Director Shep Stahel, Plano
- I. Director Patrick Nicklen, Princeton
- J. Director John Murphy, Richardson
- K. Director Larry Parks, Rockwall
- L. Director Darwin Whiteside, Royse City
- M. Director Marvin Fuller, Wylie

V. PUBLIC COMMENTS

The Board of Directors allows individuals to speak to the Board. Prior to the meeting, speakers must complete and submit a "Public Comment Registration Form." The time limit is five (5) minutes per speaker, not to exceed a total of thirty (30) minutes for all speakers. The Board may not discuss these items, but may respond with factual or policy information.

VI. CONSENT AGENDA ITEMS

The Consent Agenda allows the Board of Directors to approve all routine, noncontroversial items with a single motion, without the need for discussion by the entire Board. Any item may be removed from consent and considered individually upon request of a Board member.

- A. Consider Approval of Board of Directors Meeting Minutes – May 22, 2014
(Please refer to Consent Agenda Item No. 14-06-01)
- B. Consider Authorizing Change Order No. 1 on Project No. 255, Forney Lift Station Improvements
(Please refer to Consent Agenda Item No. 14-06-02)
- C. Consider Authorizing Change Order No. 1 and Authorization to Make Final Payment on Project No. ENG 13-3A, 121 Regional Disposal Facility Sector 4A Liner and Leachate Collection System Construction
(Please refer to Consent Agenda Item No. 14-06-03)

VII. AGENDA ITEMS FOR INDIVIDUAL CONSIDERATION

- A. Consider Adoption of Resolution No. 14-9 Authorizing the Issuance, Sale, and Delivery of North Texas Municipal Water District Water System Revenue Refunding and Improvement Bonds, Series 2014; Approving an Official Statement; and Approving and Authorizing Instruments and Procedures Relating Thereto
(Please refer to Administrative Memorandum No. 4204)
- B. Consider Amendment to District Policy No. 19 – Water Rebate Procedure
(Please refer to Administrative Memorandum No. 4205)
- C. Consider Authorizing Additional Engineering Services for Project No. SWCF 06-1 (093) Lookout Drive Transfer Station Permit Amendment Application
(Please refer to Administrative Memorandum No. 4206)

- D. Consider Authorizing Change Order No. 1 on Project No. 202, Electrical Improvements at High Service Pump Station 1-1
(Please refer to Administrative Memorandum No. 4207)
- E. Consider Authorizing Additional Funding for Legal Services on Project No. 153, Water Treatment Plants I, II, III, and IV Ozonation
(Please refer to Administrative Memorandum No. 4208)
- F. Consider Authorizing Change Order No. 27 on Project No. 153, Water Treatment Plants I, II, III, and IV Ozonation
(Please refer to Administrative Memorandum No. 4209)
- G. Consider Authorizing Change Order No. 1 on Project No. 312, Lake Tawakoni Water Treatment Plant Sludge Lagoon Improvements
(Please refer to Administrative Memorandum No. 4210)
- H. Consider Authorizing Award of Construction Contract on Project No. 349, Wilson Creek Regional Wastewater Treatment Plant II Odor Control Improvements
(Please refer to Administrative Memorandum No. 4211)
- I. Consider Authorizing Execution of Engineering Services Agreement on Project No. 361, Preston Road Lift Station, Prairie Creek Lift Station, and Beck Branch Lift Station Emergency Generators
(Please refer to Administrative Memorandum No. 4212)
- J. Consider Authorizing Award of Construction Contract on Project No. 261, High Service Pump Station 2-2 and 2-3 Mechanical Improvements
(Please refer to Administrative Memorandum No. 4213)
- K. Consider Authorizing Funding for Legal Services Associated with Obtaining Electric Power for Project No. 362, Lower Bois d'Arc Creek Reservoir Raw Water Pump Station and Leonard Water Treatment Plant
(Please refer to Administrative Memorandum No. 4214)
- L. Consider Authorizing Award of Construction Contract on Project No. ENG 14-2, 121 Regional Disposal Facility, 2014 Phase 3 Landfill Gas System Expansion
(Please refer to Administrative Memorandum No. 4215)
- M. Consider Authorizing Execution of Engineering Services Agreement on Project No. 357, McCree Road 6 MG Ground Storage Tank
(Please refer to Administrative Memorandum No. 4216)
- N. Consider Authorizing Additional Engineering Services on Project No. 301, NTMWD Administration Building Structural Repairs, Building Renovations, and Building Additions
(Please refer to Administrative Memorandum No. 4217)
- O. Consider Authorizing Execution of Engineering Services Agreement on Project No. 338, Meter Vault Standardization, Phase II, Set-Point Control
(Please refer to Administrative Memorandum No. 4218)

- P. Consider Authorizing Execution of Engineering Services Agreement on Project No. 343, Wilson Creek Regional Wastewater Treatment Plant Electrical Improvements, Phase I
(Please refer to Administrative Memorandum No. 4219)
- Q. Consider Authorizing Additional Engineering Services for Project No. 316, Plano No. 4 Delivery Point Metering Station Upgrade
(Please refer to Administrative Memorandum No. 4220)
- R. Consider Authorizing Execution of Engineering Services Agreement on Project No. 334, Indian Creek/Preston Road Force Main Surge Improvements
(Please refer to Administrative Memorandum No. 4221)

VIII. DISCUSSION

- A. Water Supply Update

IX. ADJOURNMENT

NEXT REGULAR MEETING OF BOARD, THURSDAY, JULY 24, 2014, AT 4:00 P.M. IN THE ADMINISTRATIVE OFFICES, WYLIE, TEXAS



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: July 8, 2014

SUBJECT: Second Reading – Consider, discuss and act upon an ordinance to amend the Master Fee Schedule regarding:

1. Refuse/garbage and recycle service to be effective October 1, 2014
2. Transfer of utility service rates
3. Utility connection rates
4. Utility reconnection fees

- An Ordinance is attached for review
- Council approved first reading at the last meeting

ACTION: Accept or deny the ordinance as presented.

**CITY OF FARMERSVILLE
ORDINANCE # O-2014-0708-001**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS AMENDING FARMERSVILLE CODE OF ORDINANCES AMENDING APPENDIX A, "MASTER FEE SCHEDULE," ARTICLE II, SECTION 2-6 "REFUSE/GARBAGE FEES," SECTION 2-7 "RECYCLING FEES" AND SECTION 2-1 "WATER AND ELECTRICAL SERVICE INITIATION FEES; MISCELLANEOUS SERVICES"; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND SETTING AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS:

SECTION I: That Appendix A, Master Fee Schedule, Article II – Electricity, Water, Sewer and Refuse, Section 2-6: Refuse/Garbage Fees of the Code of Ordinances of the City of Farmersville, Texas, is hereby amended to read as follows:

SECTION 1: Refuse/Garbage and Recycling Fees

REFUSE/GARBAGE SERVICE	MONTHLY FEE	MONTHLY FEE
	Once per week collection	Twice per week collection
RESIDENTIAL		
Polycart:	\$13.29	N/A

The above shown fees will be effective as of October 1, 2014 and will only affect the Refuse/Garbage and Recycling Fees.

SECTION 2: That Appendix A, Master Fee Schedule, Article II – Electricity, Water, Sewer and Refuse, Section 2-7: Recycling Fees of the Code of Ordinances of the City of Farmersville, Texas, is hereby amended to read as follows:

SECTION 1(A): Recycling Fees

RECYCLING SERVICE	FEE
Curbside recycling (for residential and commercial)	\$3.44 per month

SECTION 3. That Appendix A, Master Fee Schedule, Article II – Electricity, Water, Sewer and Refuse, Section 2-1 : Water and electrical service initiation fees; miscellaneous services of the Code of Ordinances of the City of Farmersville, Texas, is hereby amended to read as follows:

SECTION 2: Water and Electrical Service Initiation Fees; Miscellaneous Services

Electric and Water Service	Deposits
Transfer of Service Address	\$30
Water	
Service Connect Fee	\$30
Reconnection	\$30 during business hours; \$40 for other than business hours

SECTION 4. SEVERABILITY CLAUSE

That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall

not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional.

SECTION 5. REPEALER CLAUSE

That all ordinances of the City of Farmersville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed.

SECTION 6: This Ordinance shall take effect after approval and adoption by City Council and with publication of the caption, as the law in such cases provides.

PASSED on first reading on the 24th day of June, 2014, and second reading on the 8th day of July, 2014 at properly scheduled meetings of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS 8th DAY OF JULY, 2014.

APPROVED:

BY: _____
Joseph E. Helmberger, P.E., Mayor

ATTEST:

Edie Sims, City Secretary



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: First Reading – Consider, discuss and act upon an ordinance to amend the Master Fee Schedule to increase the water and sewer rates

- An ordinance is attached for review
- Council tabled this item when it was originally presented on February 11, 2014

ACTION: Accept or deny the ordinance as presented.

**CITY OF FARMERSVILLE
ORDINANCE # O-2014-0722-001**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS AMENDING FARMERSVILLE CODE OF ORDINANCES AMENDING APPENDIX A, "MASTER FEE SCHEDULE," AMENDING THE WATER SERVICE FEES ADOPTED THROUGH SECTION 11.122.4, ENTITLED "WATER SERVICE FEES" AND BY AMENDING THE SEWER SERVICE FEES ADOPTED THROUGH SECTION 11.122.6, ENTITLED "SEWER SERVICE FEES"; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR A SEVERABILITY CLAUSE; AND SETTING AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS:

SECTION 1: MASTER FEE SCHEDULE FOR WATER SERVICE AMENDED

From and after the effective date of this Ordinance, the Master Fee Schedule is hereby amended in part by deleting the current Water Service Fee charges and replacing said fees with new Water Service Fees in accordance with Section 11.122.4 of the Code of Ordinances to read as follows:

WATER SERVICE	
Description	Fee
Inside City Limits:	
Meter Charge (Includes 1,000 gallons)	
3/4 Inch or Less	\$12.69
1 Inch	\$20.89
1 1/2 Inch	\$41.41
2 Inch	\$66.02
3 Inch	\$74.23
4 Inch	\$205.52
6 Inch	\$410.66
Volumetric Charges (per 1,000 gallons)	
1,001 to 10,000 Gallons	\$5.83
10,001 to 20,000 Gallons	\$7.68
In Excess of 20,000 Gallons	\$9.51
Outside City Limits:	
Residential or Commercial Customers of Record Prior to 1985	
Meter Charge (includes 1,000 gallons)	
3/4 Inch or Less	\$19.04
1 Inch	\$31.34
1 1/2 Inch	\$62.12
2 Inch	\$99.03
3 Inch	\$111.35
4 Inch	\$308.28

6 Inch	\$615.99
Volumetric Charges (per 1,000 gallons)	
1,001 to 10,000 Gallons	\$8.75
10,001 to 20,000 Gallons	\$11.52
In Excess of 20,000 Gallons	\$14.27
Outside City Limits:	
Residential or Commercial Customers of Record Since 1985	
Meter Charge (includes 1,000 gallons)	
3/4 Inch or Less	\$25.38
1 Inch	\$41.78
1 1/2 Inch	\$82.82
2 Inch	\$132.04
3 Inch	\$148.46
4 Inch	\$411.04
6 Inch	\$821.32
1,001 to 10,000 Gallons	\$11.66
10,001 to 20,000 Gallons	\$15.36
In Excess of 20,000 Gallons	\$19.02
1,001 to 10,000 Gallons	\$11.66
Outside City Limits:	
Old Customers of Caddo Park Rate Information	
Meter Charge (includes 1,000 gallons)	
3/4 inch or less	\$15.78
1 inch	\$27.27
1 ½ inch	\$54.23
2 inch	\$86.57
3 inch	\$97.35
4 inch	\$269.83
6 inch	\$539.40
Volumetric Charges (per 1,000 gallons)	
1,001 to 10,000 gallons	\$7.41
10,001 to 20,000 gallons	\$9.81
In excess of 20,000 gallons	\$12.18

SECTION 2. MASTER FEE SCHEDULE FOR SEWER SERVICE AMENDED

From and after the effective date of this Ordinance, the Master Fee Schedule is hereby amended in part by deleting the current Sewer Service Fee charges and replacing said fees with new Sewer Service Fees in accordance with Section 11.122.6 of the Code of Ordinances to read as follows:

Description	Fee
Inside City Limits Residential	
Minimum monthly charge for first 1,000 gallons water consumption	\$31.07
Volumetric rate using winter averaging Dec/Jan/Feb 1000 gallons < water consumption <= 15,000 gallons	\$9.68/gallon
Maximum volumetric charge using winter averaging water consumption > 15,000 gallons	\$135.52
Volumetric rate for customers without winter averaging 1000 gallons < water consumption <= 7,000 gallons	\$9.68/gallon
Maximum volumetric charge without winter averaging water consumption > 7,000 gallons	\$58.08
Inside City Limits Commercial	
Minimum monthly charge for first 1,000 gallons water consumption	\$31.07
Volumetric charge 1000 gallons < water consumption	\$9.68/gallon
Outside City Limits Residential	
Minimum monthly charge for first 1,000 gallons water consumption	\$35.73
Volumetric rate using winter averaging Dec/Jan/Feb 1000 gallons < water consumption <= 15,000 gallons	\$11.13/gallon
Maximum volumetric charge using winter averaging water consumption > 15,000 gallons	\$155.85
Volumetric rate for customers without winter averaging 1000 gallons < water consumption <= 7,000 gallons	\$11.13/gallon
Maximum volumetric charge without winter averaging water consumption > 7,000 gallons	\$66.79
Outside City Limits Commercial	
Minimum monthly charge for first 1,000 gallons water consumption	\$35.73
Volumetric rate 1000 gallons < water consumption	\$11.13/gallon

SECTION 3. SEVERABILITY CLAUSE

That should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional.

SECTION 4. REPEALER CLAUSE

That all ordinances of the City of Farmersville, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed.

SECTION 5: This Ordinance shall take effect after approval and adoption by City Council and with publication of the caption, as the law in such cases provides for the August 2014 billing cycle.

PASSED on first reading on the 8th day of July, 2014, and second reading on the 22nd day of July, 2014 at properly scheduled meetings of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS 22nd DAY OF JULY, 2014.

APPROVED:

BY: _____
Joseph E. Helmberger, P.E., Mayor

ATTEST:

Edie Sims, City Secretary

Exhibit A

City of Farmersville, Texas
Water and Sewer Rate Study
Final Inside-City Customer Water and Sewer Rates ⁽¹⁾

Water Rates									
	Current	FY 2011	FY 2012	FY 2012	FY 2013	FY 2014			
Meter Charge:									
3/4 inch or less	\$ 10.15	\$ 10.15	\$ 10.47	\$ 10.78	\$ 11.53	\$ 12.31			
1 inch	10.15	16.92	17.44	17.97	19.21	20.51			
1 1/2 inch	10.15	33.83	34.89	35.94	38.42	41.03			
2 inch	10.15	54.13	55.82	57.50	61.47	65.64			
3 inch	10.15	60.90	62.79	64.69	69.16	73.85			
4 inch	10.15	169.17	174.43	179.69	192.11	205.14			
6 inch	10.15	338.33	348.86	359.39	384.21	410.28			
Volumetric Rate (Per 1,000 gallons)									
0 - 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
1,001 - 10,000	3.56	4.00	4.39	4.73	5.08	5.45			
10,001 - 20,000	4.77	5.36	5.88	6.33	6.80	7.30			
20,001 +	5.84	6.70	7.35	7.91	8.50	9.13			
Estimated Residential Monthly Water Bills ⁽²⁾									
5,000 gallons	\$ 24.39	\$ 26.15	\$ 28.03	\$ 29.70	\$ 31.85	\$ 34.11			
Monthly Increase (\$)		1.76	1.88	1.67	2.15	2.26			
10,000 gallons	\$ 42.19	\$ 46.15	\$ 49.98	\$ 53.35	\$ 57.25	\$ 61.36			
Monthly Increase (\$)		3.96	3.83	3.37	3.90	4.11			
Sewer Rates									
	Current	FY 2011	FY 2012	FY 2012	FY 2013	FY 2014			
Minimum Charge (Includes 1,000 gallons)	\$ 11.04	\$ 13.58	\$ 16.70	\$ 20.54	\$ 25.26	\$ 31.07			
Volumetric Rate (per 1,000 gallons)									
Residential ⁽³⁾									
1,001 - 15,000	\$ 3.44	\$ 4.23	\$ 5.20	\$ 6.40	\$ 7.87	\$ 9.68			
Commercial ⁽⁴⁾									
1,001 +	\$ 3.44	\$ 4.23	\$ 5.20	\$ 6.40	\$ 7.87	\$ 9.68			
Estimated Residential Monthly Sewer Bills									
5,000 gallons	\$ 24.80	\$ 30.50	\$ 37.50	\$ 46.14	\$ 56.74	\$ 69.79			
Monthly Increase (\$)		5.70	7.00	8.64	10.60	13.05			
10,000 gallons	\$ 42.00	\$ 51.65	\$ 63.50	\$ 78.14	\$ 96.09	\$ 118.19			
Monthly Increase (\$)		9.65	11.85	14.64	17.95	22.10			
Total Estimated Monthly Bill Impact									
Estimated Residential Total Monthly Bills									
5,000 gallons	\$ 49.19	\$ 56.65	\$ 65.53	\$ 75.84	\$ 88.59	\$ 103.90			
Monthly Increase (\$)		7.46	8.88	10.31	12.75	15.31			
10,000 gallons	\$ 84.19	\$ 97.80	\$ 113.48	\$ 131.49	\$ 153.34	\$ 179.55			
Monthly Increase (\$)		13.61	15.68	18.01	21.85	26.21			

Notes:

- (1) Recommend that amended rates apply to Inside-City Limit Customers Only until such time as current outside-city rates are 1.15x inside-city rates
- (2) Assumes 3/4" meter in Residential Bill Calculation
- (3) Residential sewer flow based on the lesser of actual consumption of the average winter water consumption to a maximum of 15,000 gal.
- (4) Commercial sewer flow based on actual water consumption



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: Consider, discuss and act upon a contract with Capps Capco Construction for the 12" water line project on Bob Tedford Drive

- A contract is attached for review

ACTION: Approve or deny the contract as presented.

CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR

12 INCH WATERLINE PROJECT

Located on Bob Tedford Drive

TO SERVE THE

CITY OF FARMERSVILLE

COLLIN COUNTY, TEXAS

April 2014



DANIEL & BROWN INC.
ENGINEERS/CONSULTANTS/PLANNERS
P.O. Box 606, Farmersville, Texas 75442
972-784-7777
FIRM REGISTRATION #: F-002225

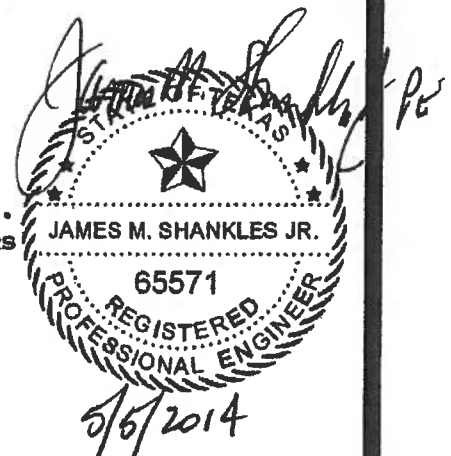


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NOTICE TO BIDDERS

Sealed BIDS addressed to:

**City of Farmersville
c/o Daniel & Brown Inc.
118 McKinney Street
Farmersville, Texas 75442
972-784-7777**

for the furnishing of all labor, materials and equipment necessary for the construction of a 12 Inch Waterline Project located on Bob Tedford Drive will be received at the office of the Engineer at Farmersville, Texas, until:

Thursday, May 29, 2014 at 2:00 p.m.

and then publicly opened and read aloud.

Special Contract Documents, including plans and supplemental detailed specifications, have been prepared for this project and may be obtained at the office of the Engineer:

**DANIEL & BROWN INC.
118 McKinney Street
P.O. Box 606
Farmersville, Texas 75442
972-784-7777**

A non-refundable deposit of \$50.00 is required for each set of Plans and Contract Documents.

City of Farmersville reserves the right to reject any or all bids and waive any or all irregularities. No bid may be withdrawn until the expiration of sixty (60) days from the date bids are opened.

**Benjamin White, P.E., City Manager
City of Farmersville**

Instructions to Bidders

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ARTICLE 1 - DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office*--The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

ARTICLE 2 - COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents in the number and for the sum, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Issuing Office.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 - QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, within five days of Owner's request, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for.

ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE

4.01 *Subsurface and Physical Conditions*

A. The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.01.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in General Conditions and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusions the Bidder draws from any "technical data" or any other data, interpretations, opinions or information contained in such reports or shown or indicated in such drawings.

4.02 *Underground Facilities*

A. Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

4.03 *Hazardous Environmental Condition*

A. The Supplementary Conditions identify those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that Engineer has used in preparing the Bidding Documents.

B. Copies of reports and drawings referenced in Paragraph 4.03.A will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents, but the "technical data" contained therein upon which Bidder is entitled to rely as provided in Paragraph 4.06 of the General Conditions has been identified and established in Paragraph 4.06 of the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.04 Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated conditions appear in Paragraphs 4.02, 4.03, and 4.04 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work appear in Paragraph 4.06 of the General Conditions.

4.05 On request, Owner will provide Bidder access to the Site to conduct such examinations, investigations, explorations, tests, and studies as Bidder deems necessary for submission of a Bid. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.06 Reference is made to Article 7 of the Supplementary Conditions for the identification of the general nature of other work that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) that relates to the Work contemplated by these Bidding Documents. On request, Owner will provide to each Bidder for

examination access to or copies of Contract Documents (other than portions thereof related to price) for such other work.

4.07 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, the other related data identified in the Bidding Documents, and any Addenda;

B. visit the Site and become familiar with and satisfy Bidder as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy Bidder as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work;

D. carefully study all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions, and (2) reports and drawings of Hazardous Environmental Conditions at the Site which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions;

E. obtain and carefully study (or accept consequences of not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto;

F. agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. correlate the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents;

I. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and

J. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.08 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

ARTICLE 5 - PRE-BID CONFERENCE

5.01 A pre-Bid conference will not be held.

ARTICLE 6 - SITE AND OTHER AREAS

6.01 The Site is identified in the Bidding Documents. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7 - INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than ten days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, or change the Bidding Documents as deemed advisable by Owner or Engineer.

ARTICLE 8 - BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of 5% percent of Bidder's maximum Bid price and in the form of a certified check or bank money order or a Bid bond (on the form attached) issued by a surety meeting the requirements of Paragraphs 5.01 and 5.02 of the General Conditions.

8.02 The Bid security of the Successful Bidder will be retained until such Bidder has executed the Contract Documents, furnished the required contract security and met the other conditions of the Notice of Award, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Agreement or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be returned.

8.03 Bid security of other Bidders whom Owner believes do not have a reasonable chance of receiving the award will be returned within seven days after the Bid opening.

ARTICLE 9 - CONTRACT TIMES

9.01 The number of days within which, or the dates by which, the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 - LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or those substitute or "or-equal" materials and equipment approved by Engineer and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function and quality to be met by any proposed substitute or "or-equal" item. No item of material or equipment will be considered by Engineer as a substitute or "or-equal" unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall conform to the requirements of Paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, individuals, or entities to be submitted to Owner in advance of a specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of all such Subcontractors, Suppliers, individuals, or entities proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, individual, or entity if requested by Owner. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit a substitute, without an increase in the Bid.

12.02 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, individuals, or entities. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to revocation of such acceptance after the Effective Date of the Agreement as provided in Paragraph 6.06 of the General Conditions.

12.03 Contractor shall not be required to employ any Subcontractor, Supplier, individual, or entity against whom Contractor has reasonable objection.

ARTICLE 13 - PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents. Additional copies may be obtained from Engineer.

13.02 All blanks on the Bid Form shall be completed by printing in ink or by typewriter and the Bid signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each listed therein, or the words "No Bid," "No Change," or "Not Applicable" entered.

13.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

13.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown below the signature.

13.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown below the signature.

13.06 A Bid by an individual shall show the Bidder's name and official address.

13.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown below the signature.

13.08 All names shall be typed or printed in ink below the signatures.

13.09 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.10 The address and telephone number for communications regarding the Bid shall be shown.

13.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the Contract. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS

14.01 Unit Price

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid schedule.

B. The total of all estimated prices will be the sum of the products of the estimated quantity of each item and the corresponding unit price. The final quantities and Contract Price will be determined in accordance with Paragraph 11.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

14.02 The Bid price shall include such amounts as the Bidder deems proper for overhead and profit on account of cash allowances, if any, named in the Contract Documents as provided in Paragraph 11.02 of the General Conditions.

14.03 Bid prices will be compared after adjusting for differences in the time designated by Bidders for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages for failing to achieve Substantial Completion for each day before or after the desired date appearing in Article 9.

ARTICLE 15 - SUBMITTAL OF BID

15.01 With each set of contract documents, a Bidder is furnished the Bid Form and the Bid Bond Form. The Bid Form is to be completed and submitted with the Bid security

15.02 A Bid shall be submitted no later than the date and time prescribed and at the place indicated in the Advertisement or Invitation to Bid and shall be enclosed in an opaque sealed envelope plainly marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate envelope plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to City of Farmersville, c/o Daniel & Brown Inc., P.O. Box 606, 118 McKinney Street, Farmersville, Texas 75442.

ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids.

16.02 If within 24 hours after Bids are opened, any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 - OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the Advertisement or Invitation to Bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

19.02 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

19.03 In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

19.04 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Supplementary Conditions.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

19.06 If the Contract is to be awarded, Owner will award the Contract to the Bidder whose Bid is in the best interests of the Project.

ARTICLE 20 - CONTRACT SECURITY AND INSURANCE

20.01 Article 5 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it shall be accompanied by such bonds.

ARTICLE 21 - SIGNING OF AGREEMENT

21.01 When Owner gives a Notice of Award to the Successful Bidder, it shall be accompanied by the required number of unsigned counterparts of the Agreement with the other Contract Documents which are identified in the Agreement as attached thereto. Within 15 days thereafter, Successful Bidder shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. Within ten days thereafter, Owner shall deliver one fully signed counterpart to Successful Bidder with a complete set of the Drawings with appropriate identification.

ARTICLE 22 - SALES AND USE TAXES

22.01 Owner is exempt from Texas state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes shall not be included in the Bid. Owner's sales and use tax certificate will be supplied to the Successful Bidder upon request after contract is awarded. Refer to the Supplementary Conditions for additional information.

BID FORM

**12 Inch Waterline Project
Farmersville, Texas
City of Farmersville
Collin County, Texas**

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Farmersville
c/o Daniel & Brown Inc.
P.O. Box 606
118 McKinney Street
Farmersville, Texas 75442
972-784-7777

- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

- A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.

Addendum Date

_____	_____
_____	_____
_____	_____

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

- C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of Hazardous Environmental Conditions that have been identified in SC-4.06.
- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
1	Furnish and install 12" DR 18 PVC waterline with appurtenances as specified for the sum of:	LF	885	\$ <u>33</u>	\$ <u>29,205</u>
2	Furnish and install 12" bore with 18" steel casing (including carrier pipe) as specified for the sum of:	LF	95	\$ <u>175</u>	\$ <u>16,625</u>
3	Furnish and install 18" SDR 35 PVC casing pipe (Open Cut) as specified for the sum of:	LF	20	\$ <u>80</u>	\$ <u>1600</u>
4	Furnish and install 4" DR 18 PVC waterline as specified for the sum of:	LF	140	\$ <u>17.65</u>	\$ <u>2471</u>
5	Furnish and install fire hydrant assembly including 6" gate valve as specified for the sum of:	EA	1	\$ <u>3925</u>	\$ <u>3925</u>
6	Furnish and install 12" MJ RW gate valve with appurtenances as specified for the sum of:	EA	2	\$ <u>2875</u>	\$ <u>5750</u>
7	Furnish and install 8" MJ RW gate valve with appurtenances as specified for the sum of:	EA	3	\$ <u>1690</u>	\$ <u>5070</u>
8	Furnish and install 12" x 4" tapping sleeve with 4" gate valve with appurtenances as specified for the sum of:	EA	1	\$ <u>1650</u>	\$ <u>1650</u>
9	Connect new 12" PVC waterline to existing 12" PVC waterline with appurtenances as specified for the sum of:	EA	1	\$ <u>2185</u>	\$ <u>2185</u>
10	Connect new 12" PVC waterline to existing 8" PVC waterline with appurtenances as specified for the sum of:	EA	1	\$ <u>1875</u>	\$ <u>1875</u>
11	Furnish and install 4" flush valve assembly, including 4" DIP, 4" flap valve and concrete pipe support with appurtenances as specified for the sum of:	LS	1	\$ <u>2250</u>	\$ <u>2250</u>
12	Furnish and install sampling station with appurtenances as specified for the sum of:	EA	1	\$ <u>1850</u>	\$ <u>1850</u>
13	Furnish and install DI fittings as specified for the sum of:	TON	1.11	\$ <u>10,400</u>	\$ <u>11,544</u>
14	Furnish and install test station with appurtenances as specified	EA	3	\$ <u>150</u>	\$ <u>450</u>

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
	for the sum of:				
15	Furnish and tracer wire with appurtenances as specified for the sum of:	LF	980	\$ <u>.30</u>	\$ <u>294</u>
16	Furnish and install Erosion Control as specified for the sum of:	LF	980	\$ <u>1.50</u>	\$ <u>1470</u>
17	Furnish and install Trench Safety Program for the sum of:	LS	1	\$ <u>900</u>	\$ <u>900</u>
Total of All Bid Prices (1 thru 17)					(\$ <u>89,114</u>)

Unit Prices have been computed in accordance with Paragraph 11.03.B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

No Add/alternate bid items.

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 45 calendar days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and will be completed and ready for final payment in accordance with Paragraph 14.07.B of the General Conditions within 60 calendar days after the date when the Contract Times commence to run
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security in the form of a Bid Bond (form provided) or Certified Check (circle type of security provided);
 - B. List of proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References.

ARTICLE 8 – DEFINED TERMS

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

9.01 This Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner – attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Capps - Capco Construction (SEAL)

State of Incorporation: TX

Type (General Business, Professional, Service, Limited Liability): Professional

By: Robyn E Capps
(Signature – attach evidence of authority to sign)

Name (typed or printed): Robyn E Capps

Title: President
(CORPORATE SEAL)

Attest: [Signature]
(Signature of Corporate Secretary)

Date of Qualification to do business in TEXAS [State Where Project is Located] is
5/11/2007

Submitted on May 29, 2014.

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner – attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business address: _____

Phone: _____ Facsimile: _____

Submitted on _____, 20____.

State Contractor License No. _____. (If applicable)



BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Capps-Capco Construction, Inc.
as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, as surety, hereinafter called the
"Surety," are held and firmly bound unto City of Farmersville
as obligee, hereinafter called the Obligee, in the sum of 5 % of the greatest amount bid by Principal for the
payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs,
executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for 12 Inch Waterline Project on Bob Tedford Drive

Proj. No.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as
specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract,
if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in
said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work
covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the
final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing
has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 29th day of May, 2014.

Capps-Capco Construction, Inc.
(Principal)

BY: Robyn L. Capps

TITLE: PRESIDENT

SURETEC INSURANCE COMPANY

BY: Lisa Garner

Lisa Garner , Attorney-in-Fact

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Lisa Garner

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Capps-Capco Construction, Inc.
Obligee: City of Farmersville
Amount: \$ 75,000.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

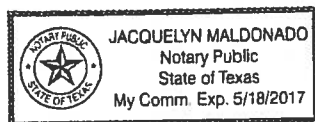
By: 
John Knox Jr., President

State of Texas
 County of Harris

SS:



On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
 My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 29th day of May, 2014, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
 For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

<div data-bbox="472 147 1177 205" data-label="Section-Header"><h1>SureTec Insurance Company</h1></div> <div data-bbox="224 203 1433 241" data-label="Text"><p>THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION</p></div>
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Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at:

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Notice of Award

Dated: June 10, 2014

Project: 12 Inch Waterline Project Bob Tedford Drive	Owner: City of Farmersville	Owner's Contract No.:
Contract:		Engineer's Project No.:
Bidder: Capps-Capco Construction		
Bidder's Address: (send Certified Mail, Return Receipt Requested)		
13044 CR 192		
Tyler, Texas 75703		

You are notified that your Bid dated May 29, 2014 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for the 12 Inch Waterline Project located on Bob Tedford Drive.

The Contract Price of your Contract is Eighty nine thousand one hundred fourteen and 00/100 Dollars (\$ 89,114.00).

3 copies of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award.
 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within [15] days of the date you receive this Notice of Award.

1. Deliver to the Owner 3 fully executed counterparts of the Contract Documents.
2. Deliver with the executed Contract Documents the Contract security [Bonds] as specified in the Instructions to Bidders (Article 20), [and] General Conditions (Paragraph 5.01) [and Supplementary Conditions (Paragraph SC-5.01).]
3. Other conditions precedent:

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Contract Documents.

City of Farmersville
Owner
By: *Joseph E. Hanks*
Authorized Signature
Mayor
Title

Copy to Engineer

CONTRACT AGREEMENT

THIS AGREEMENT is by and between City of Farmersville

(Owner) and Capps-Capco Construction

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: construction of a 12 Inch Waterline Project located on Bob Tedford Drive.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: construction of a 12 Inch Waterline Project located on Bob Tedford Drive.

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by Daniel & Brown Inc.

Daniel & Brown, who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment

A. The Work will be substantially completed within 45 days after the date when the Contract Times commence to run as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 60 days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$200.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$200.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

A. For all Work other than Unit Price Work, a Lump Sum of:

_____ (\$ _____)
(words) (numerals)

All specific cash allowances are included in the above price and have been computed in accordance with paragraph 11.02 of the General Conditions.

B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in this paragraph 5.01.B:

As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

Unit Price Work

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated</u>
1	Furnish and install 12" DR 18PVC waterline with appurtenances as specified for the sum of:	LF	885	<u>\$33.00</u>	<u>\$29,205.00</u>
2	Furnish and install 12" bore with 18" steel casing (including carrier pipe) as specified for the sum of:	LF	95	<u>\$175.00</u>	<u>\$16,625.00</u>
3	Furnish and install 18" SDR 35 PVC casing pipe (Open Cut) as specified for the sum of:	LF	20	<u>\$80.00</u>	<u>\$1,600.00</u>
4	Furnish and install 4" DR 18 PVC waterline as specified for the sum of:	LF	140	<u>\$17.65</u>	<u>\$2,471.00</u>
5	Furnish and install fire hydrant assembly including 6" gate valve as specified for the sum of:	EA	1	<u>\$3,925.00</u>	<u>\$3,925.00</u>
6	Furnish and install 12" MJ RW gate valve with appurtenances as specified for the sum of:	EA	2	<u>\$2,875.00</u>	<u>\$5,750.00</u>
7	Furnish and install 8" MJ RW gate valve with appurtenances as specified for the sum of:	EA	3	<u>\$1,690.00</u>	<u>\$5,070.00</u>
8	Furnish and install 12" x 4" tapping sleeve with 4" gate valve with appurtenances as specified for the sum of:	EA	1	<u>\$1,650.00</u>	<u>\$1,650.00</u>
9	Connect new 12" PVC waterline to existing 12" PVC waterline with appurtenances as specified for the sum of:	EA	1	<u>\$2,185.00</u>	<u>\$2,185.00</u>

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated</u>
10	Connect new 12" PVC waterline to existing 8" PVC waterline with appurtenances as specified for the sum of:	EA	1	<u>\$1,875.00</u>	<u>\$1,875.00</u>
11	Furnish and install 4" flush valve assembly, including 4" DIP, 4" flap valve and concrete pipe support with appurtenances as specified for the sum of:	LS	1	<u>\$2,250.00</u>	<u>\$2,250.00</u>
12	Furnish and install sampling station with appurtenances as specified for the sum of:	EA	1	<u>\$1,850.00</u>	<u>\$1,850.00</u>
13	Furnish and install DI fittings as specified for the sum of:	TON	1.11	<u>\$10,400.00</u>	<u>\$11,544.00</u>
14	Furnish and install test station with appurtenances as specified for the sum of:	EA	3	<u>\$150.00</u>	<u>\$450.00</u>
15	Furnish and install tracer wire with appurtenances as specified for the sum of:	LF	980	<u>\$0.30</u>	<u>\$294.00</u>
16	Furnish and install Erosion Control as specified for the sum of:	LF	980	<u>\$1.50</u>	<u>\$1,470.00</u>
17	Furnish and install Trench Safety Program for the sum of:	LS	1	<u>\$900.00</u>	<u>\$900.00</u>
Total of All Estimated Prices (Words)		Eighty nine thousand one hundred fourteen and 00/100			
Total of All Bid Prices		\$89,114.00			

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 1st day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions:

a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum legal rate.

ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 6, inclusive).
2. Performance bond (pages 610-1 to 610-2, inclusive).
3. Payment bond (pages 615-1 to 615-2, inclusive).
4. Other bonds (pages ____ to ____, inclusive).
 - a. ____ (pages ____ to ____, inclusive).
 - b. ____ (pages ____ to ____, inclusive).
 - c. ____ (pages ____ to ____, inclusive).
5. General Conditions (pages 1 to 42, inclusive).
6. Supplementary Conditions (pages 1 to 10, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Location and plan sheets as listed in the table of contents of the Project Manual.
9. Addenda (numbers NA to NA, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 6, inclusive).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages ____ to ____, inclusive).
 - c. ____.
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages 1 to 1, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.

ARTICLE 10 - MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

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

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on June 26, 2014 (which is the Effective Date of the Agreement).

OWNER:

City of Farmersville

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

205 S. Main Street

Farmersville, Texas 75442

972-782-6151

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)

CONTRACTOR:

Capps-Capco Construction

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for giving notices:

13044 CR 192

Tyler, Texas 75703

903-531-9670

License No.: _____

(Where applicable)

Agent for service or process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Notice to Proceed

Dated: _____

Project: 12 Inch Waterline Project located on Bob Tedford Drive	Owner: City of Farmersville	Owner's Contract No.:
Contract:		Engineer's Project No.:
Contractor: Capps-Capco Construction		
Contractor's Address: [send Certified Mail, Return Receipt Requested]		
13044 CR 192		
Tyler, Texas 75703		

You are notified that the Contract Times under the above contract will commence to run on _____. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the number of days to achieve Substantial Completion is _____, and the number of days to achieve readiness for final payment is _____.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insureds) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

Also, before you may start any Work at the Site, you must [add other requirements]:

Capps-Capco Construction _____ (Contractor)	City of Farmersville _____ Owner
Received by: <i>Randy L. Capps</i> _____ <i>President</i> _____ (Title)	Given by: _____ _____ Authorized Signature
<i>6/30/14</i> _____ (Date)	_____ Title
	_____ Date

Copy to Engineer

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):
Business):

SURETY (Name and Address of Principal Place of

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
Company:

Signature: _____ (Seal)
Name and Title:

SURETY

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

SURETY

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest
:

Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract;
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
 Surety Agency or Broker
 Owner's Representative (engineer or other party)

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Bond Number:

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker:
Owner's Representative (engineer or other party):

00611 MAINTENANCE BOND

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That _____, a corporation organized and existing under the laws of the State of _____, and fully authorized to transact business in the State of Texas, whose address is _____ of the City of _____ County of _____, and State of _____, (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety", a corporation organized under the laws of the State of _____ and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto _____ (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of _____ Dollars (\$ _____) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 201____, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of IFB 04179-11, Construction, Myers Park Pump Station and Ground Storage Tank Project.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the bond guarantees the full and proper maintenance and repair of the work herein contracted to be done and performed for a period of _____ year(s) from the date of acceptance and Principal will do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and do and perform all necessary work and repair any defective condition growing out of or arising from the improper laying or construction of same, or on account of any breaking of same caused by said CONTRACTOR in construction of same, or on account of any defect arising in any of said work laid or constructed by said CONTRACTOR or on account of improper excavation or backfilling, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by said CONTRACTOR, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agreed that the OWNER may do said work and supply such materials and charge the same against said CONTRACTOR and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

"PROVIDED, HOWEVER, that said Surety, for value received, stipulates and agrees the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____ 201____.

WITNESS

PRINCIPAL

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

SURETY

Printed/Typed Name _____

Title: _____

Company: _____

Address: _____

WITNESS

The Resident Agent of the Surety for delivery of notice and service of process is:

Name: _____

Address: _____

Phone Number: _____

Note: Date of Bond must NOT be prior to date of contract.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Capps Insurance Agency PO Box 1618 Mount Pleasant TX 75456		CONTACT NAME: Lisa Garner PHONE (A/C No Ext): (903) 572-4366 FAX (A/C No): (903) 577-1467 E-MAIL ADDRESS: lgarner@cappsinsurance.com	
INSURED Capps Property Services, Inc. Capps Capco Construction Inc. 13044 CR 192 Tyler TX 75703		INSURER(S) AFFORDING COVERAGE INSURER A: America First Insurance NAIC # 12696 INSURER B: Peerless Indemnity Insurance Co 18333 INSURER C: Texas Mutual 22945 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: GL BA WC UMB IM

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	CBP8835470	4/1/2014	4/1/2015	MED EXP (Any one person) \$ excluded
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS	X	Y	BA8835370	4/1/2014	4/1/2015	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							PIP-Basic \$ 2,500
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU8835770	4/1/2014	4/1/2015	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y				WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	TSF0001167726	4/1/2014	4/1/2015	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater			IM8923068	4/1/2014	4/1/2015	Installation Limit 213,000
	Inland Marine						Rented/Leased Equipment 270,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
City of Farmersville-12 Inch Waterline Project - Bob Tedford Drive

Certificate Holder is named as additional insured as per written contract. Waiver of Subrogation in favor of certificate holder as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Daniel & Brown Inc 118 McKinney Street PO BOX 606 Farmersville, TX 75442	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Steven Capps/LAG



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/27/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Capps Insurance Agency PO Box 1618 Mount Pleasant TX 75456		CONTACT NAME: Lisa Garner PHONE (A/C, No, Ext): (903) 572-4366 FAX (A/C, No): (903) 577-1467 E-MAIL ADDRESS: lgarner@cappsinsurance.com	
INSURED Capps Property Services, Inc. Capps Capco Construction Inc. 13044 CR 192 Tyler TX 75703		INSURER(S) AFFORDING COVERAGE INSURER A: America First Insurance NAIC # 12696 INSURER B: Peerless Indemnity Insurance Co 18333 INSURER C: Texas Mutual 22945 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: GL BA WC UMB IM

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	CBP8835470	4/1/2014	4/1/2015	MED EXP (Any one person) \$ excluded
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS			BA8835370	4/1/2014	4/1/2015	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							PIP-Basic \$ 2,500
A	<input checked="" type="checkbox"/> UMBRELLA LIAB						EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU8835770	4/1/2014	4/1/2015	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y				WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	TSF0001167726	4/1/2014	4/1/2015	OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Installation Floater			IM8923068	4/1/2014	4/1/2015	Installation Limit 213,000
	Inland Marine						Rented/Leased Equipment 270,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Project: City of Farmersville - 12 inch Waterline Project - Bob Tedford Drive

CERTIFICATE HOLDER**CANCELLATION**City of Farmersville
205 S Main Street
Farmersville, TX 75442

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steven Capps/LAG

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Capps-Capco Construction, Inc.
13044 CR 192
Tyler, TX 75703

OWNER (Name and Address):

City of Farmersville
205 S. Main Street
Farmersville, TX 75442

CONTRACT

Date:

Amount: (\$89,114.00) Eighty nine thousand one hundred fourteen and 00/100

Description (Name and Location):

12 Inch Waterline Project located on Bob Tedford Drive

BOND

Bond Number: 5182071

Date (Not earlier than Contract Date): June 26, 2014

Amount: (\$89,114.00) Eighty nine thousand one hundred fourteen and 00/100

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: Capps-Capco Construction, Inc.

Signature: Robyn E. Capps (Seal)
Name and Title:

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)
Name and Title:

SURETY

SureTec Insurance Company (Seal)
Surety's Name and Corporate Seal

By: Lisa Garner
Signature and Title Lisa Garner, Attorney-in-Fact
(Attach Power of Attorney)

Attest: _____
Signature and Title

SURETY

Surety's Name and Corporate Seal

By: _____
Signature and Title
(Attach Power of Attorney)

Attest: _____
Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.
2. With respect to Owner, this obligation shall be null and void if Contractor:
 - 2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2. Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.
4. Surety shall have no obligation to Claimants under this Bond until:
 - 4.1. Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the addresses described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 4.2. Claimants who do not have a direct contract with Contractor:
 1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
 2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
 3. Not having been paid within the above 30 days, have sent a written notice to Surety and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.
5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.
6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:
 - 6.1. Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2. Pay or arrange for payment of any undisputed amounts.
7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.
8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.
9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.
11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.
14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1. Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 15.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 15.3. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY -- Name, Address and Telephone
Surety Agency or Broker:
Owner's Representative (engineer or other party):

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Lisa Garner

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Capps-Capco Construction, Inc.

Obligee: City of Farmersville

Amount: \$ 89,114.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

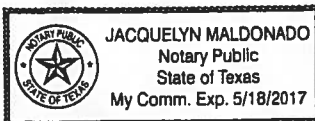
By: 
John Knox Jr., President

State of Texas
County of Harris

ss:



On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 26th day of June, 2014, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

Business): Capps-Capco Construction, Inc.
13044 CR 192
Tyler, TX 75703

SURETY (Name and Address of Principal Place of

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, TX 78757

OWNER (Name and Address):

City of Farmersville
205 S. Main Street
Farmersville, TX 75442

CONTRACT

Date:

Amount: (\$89,114.00) Eighty nine thousand one hundred fourteen and 00/100

Description (Name and Location):

12 Inch Waterline Project located on Bob Tedford Drive

BOND

Bond Number: 5182071

Date (Not earlier than Contract Date): June 26, 2014

Amount: (\$89,114.00) Eighty nine thousand one hundred fourteen and 00/100

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: Capps-Capco Construction, Inc.

Signature: [Signature] (Seal)
Name and Title:

SURETY

SureTec Insurance Company (Seal)

Surety's Name and Corporate Seal

By: [Signature]
Signature and Title Lisa Garner, Attorney-in-Fact
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

Attest: _____
Signature and Title

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)
Name and Title:

SURETY

Surety's Name and Corporate Seal (Seal)

By: _____
Signature and Title
(Attach Power of Attorney)

Attest
:

Signature and Title:

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.

3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:

3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and

3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and

3.3. Owner has agreed to pay the Balance of the Contract Price to:

1. Surety in accordance with the terms of the Contract;
2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.

4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:

4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
2. Deny liability in whole or in part and notify Owner citing reasons therefor.

5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.

12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner's Representative (engineer or other party)

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Lisa Garner

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Capps-Capco Construction, Inc.

Obligee: City of Farmersville

Amount: \$ 89,114.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

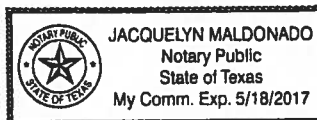
By: 
John Knox Jr., President

State of Texas
County of Harris

ss:



On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 26th day of June, 2014, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.

For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

00611 MAINTENANCE BOND

STATE OF TEXAS §
COUNTY OF COLLIN §

KNOW ALL MEN BY THESE PRESENTS:

That Capps-Capco Construction, Inc., a corporation organized and existing under the laws of the State of Texas, and fully authorized to transact business in the State of Texas, whose address is 13044 CR 192 of the City of Tyler County of Smith, and State of Texas (hereinafter referred to as "Principal"), and SureTec Insurance Company (hereinafter referred to as "Surety", a corporation organized under the laws of the State of Texas and authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto City of Farmersville (hereinafter referred to as "Owner") and unto all persons, firms and corporations who may furnish materials for or perform labor upon the buildings, structures or improvements referred to in the attached Contract, in the penal sum of Eighty nine thousand one hundred fourteen and 00/100 Dollars (\$ 89,114.00) in lawful money of the United States, for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 201____, to which said Contract is hereby referred to and made a part hereof and as fully and to the same extent as if copied at length herein for the construction of _____, 12 Inch Waterline Project located on Bob Tedford Drive

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that the bond guarantees the full and proper maintenance and repair of the work herein contracted to be done and performed for a period of One (1) year(s) from the date of acceptance and Principal will do all necessary backfilling that may arise on account of sunken conditions in ditches, or otherwise, and do and perform all necessary work and repair any defective condition growing out of or arising from the improper laying or construction of same, or on account of any breaking of same caused by said CONTRACTOR in construction of same, or on account of any defect arising in any of said work laid or constructed by said CONTRACTOR or on account of improper excavation or backfilling, it being understood that the purpose of this section is to cover all defective conditions arising by reason of defective materials, work or labor performed by said CONTRACTOR, then this obligation shall be void; otherwise, to remain in full force and effect; and in case said CONTRACTOR shall fail to do so, it is agreed that the OWNER may do said work and supply such materials and charge the same against said CONTRACTOR and Surety on this obligation. Provided further, that if any legal action be filed on this Bond, venue shall lie in Collin County, Texas.

"PROVIDED, HOWEVER, that said Surety, for value received, stipulates and agrees the bond shall automatically be increased by the amount of any Change Order or supplemental agreement which increases the Contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, or the plans specifications, or drawings accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work to be performed thereunder.

The undersigned and designated agent is hereby designated by Surety herein as the agent resident to whom any requisite notice may be delivered and on whom service of process may be had in matters arising out of such suretyship.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 26th day of June, 2014.

WITNESS

PRINCIPAL

Robyn E Capps
Printed/Typed Name ROBYN E CAPPS
Title: President
Company: Capps-Capco Construction, Inc.

Address: 13044 CR 192
Tyler, Tx 75703

SURETY

Lisa Garner
Printed/Typed Name Lisa Garner
Title: Attorney-in-Fact
Company: SureTec Insurance Company

Address: 9737 Great Hills, Suite 320
Austin, TX 78759

The Resident Agent of the Surety for delivery of notice and service of process is:

Name: _____
Address: _____
Phone Number: _____

Note: Date of Bond must NOT be prior to date of contract.

Revised 11/2008

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Lisa Garner

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Capps-Capco Construction, Inc.

Obligee: City of Farmersville

Amount: \$ 89,114.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

By:

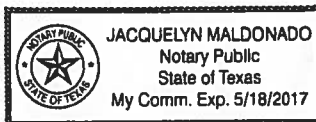
John Knox Jr., President

State of Texas
County of Harris

ss:



On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 26th day of June, 2014, A.D.

[Signature]
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice/Filing of Claims

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint or file a claim at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at

PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771
Web: <http://www.tdi.state.tx.us>
Email: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
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NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

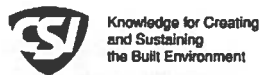
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This document has been approved and endorsed by



The Associated General Contractors of America



Construction Specifications Institute

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract

Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but

which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity*--An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and

workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be

performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been

assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to*

Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with

Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids),

except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

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

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for

Contractor prior to Contractor's making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any

Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified

in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and

any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and

subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities

identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary

shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 Acceptance of Bonds and Insurance; Option to Replace

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment of Property Insurer

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 Supervision and Superintendence

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with

the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 Labor; Working Hours

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used,

cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. "Or-Equal" Items: If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed

by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or

Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

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

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable,

brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities

not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

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

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent

threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria,

installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners,

employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 Delegation of Professional Design Services

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, 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 Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

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

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

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

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of

such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be

final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be respon-

sible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such

Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,
2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim.

Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

- a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE;
CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or
2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;
 - b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;
 - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;
 - d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;
 - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
 - f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract

Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to

Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor

without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of

Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals

and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply

with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
- b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the

results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may

be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to

Engineer's issuing the definitive certificate of Substantial Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with

Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment

and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, 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 to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's

continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision

becomes final and binding. The mediation will be governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

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

17.03 *Cumulative Remedies*

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

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in

accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

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

SECTION 108
SUPPLEMENTAL GENERAL CONDITIONS

Changes in the Work:

Article 10 of the General Conditions shall be amended by the addition of the following:

The **Owner** may add or delete items of the work specified by these Contract Documents. Changes in the contract amount caused by such additions or deletions shall be computed based upon the unit prices or lump sum prices specified by the Bid Schedule for such items of work. If the **Owner** adds or deletes items of work specified by these Contract Documents, the Contractor shall not assert a claim for extra compensation based upon any item of cost, such as overhead, bonds, insurance, and other direct and indirect costs, if such items are not listed in the Bid Schedule.

Subsurface Conditions:

Article 4.2 of the General Conditions shall be amended by the addition of the following paragraph:

The foregoing notwithstanding, trench excavation and structural excavation shall include removal of all types of materials encountered, without exception. All excavations shall be made to the lines and grades indicated on the drawings and/or specified herein. The Contractor shall not assert a claim for extra compensation based upon the character of material excavated.

Insurance:

Applicable sections of the Standard General Conditions shall be amended by the following:

Contractor shall provide insurance coverage and limits for this project as indicated below.

(Note: **Owner** and **Engineer** shall be named as certificate holders):

- | | | |
|----|---------------------------------|--|
| A. | Workmen's Compensation | State Statutory Requirements |
| B. | Comprehensive General Liability | \$1,000,000 each occurrence bodily injury |
| | | \$1,000,000 each occurrence on property damage |
| C. | Automobile | \$500,000 Combined Single Limit |
| D. | Builders Risk / All Risk | Contract Price Totaled in the Bid |
| E. | Other | Other coverage as required or for specific provisions. |

Engineer's Authority:

Article 9 of the General Conditions shall be amended to add the following clarification:

Contractor shall not assert a claim of delay or additional compensation based upon Engineer's response or lack of response to Contractor's requests for clarifications or interpretations about requirements of the Contract Documents that are clearly stated or that can reasonably be inferred.

General:

The provisions of this Section of the Supplemental General Conditions shall govern in the event of any conflicts between them and the "Standard General Conditions" or the specifications.

Abbreviations:

Whenever any of the following abbreviations appear in these Specifications, their meanings shall be as follows:

*AWWA	American Water Works Association
*ASTM	American Society for Testing Materials
AASHTO	American Assn. of State Highway Officials, The Standard Specifications for Road and Bridge Construction adopted by the Texas State Department of Highways, January, 1972, with subsequent revisions
C.S.	Commercial Standards
NSF	National Sanitation Foundation
C.I.	Cast Iron
PVC	Polyvinyl Chloride
C.E.	Ductile Iron
*Latest revision	

As-Built Information:

The Contractor will be responsible for recording and providing to the Owner and Engineer all information concerning changes from the original Plans as to water line location for transfer to the "As-Built" Plans.

Barricades, Warning and Detour Signs:

Street and highway closures and traffic control shall be accomplished according to the instructions of the City Street Department and the Texas Department of Highways and Public Transportation, as applicable. When any street or high way is closed or traffic flow is restricted, the Contractor shall furnish and maintain adequate barricades, warning and directing signs, lights, and red flags at each end of the street and at all intersections along the street within the limits of the work. All lights shall be kept burning between sunset and sunrise.

Clean Up:

The Contractor shall at all times keep the site and structures or facilities thereon, free from accumulation of waste material, debris, or rubbish caused by his employees or work. At the completion of the work, he shall remove from the site all his tools, surplus materials, debris, and shall leave the site and his work "broom clean," or its equivalent, unless otherwise noted on the drawings or specified herein. Final acceptance of the complete project work shall be given by the **Owner**.

Contractor's Use of Premises:

The Contractor shall restrict his operations and employees to the designated rights-of-way, routes, and areas of construction.

Coordination of Work:

The Contractor shall closely coordinate all construction work with the **Owner** and/or the **Engineer**. Field changes from the Plans and Specifications will only be allowed upon approval of the **Owner** and/or the **Engineer**.

Copies of Plans and Specifications:

Three (3) copies of the plans and specifications will be furnished the Contractor. Additional copies can be furnished at the cost of reproduction.

Correction of Work:

If the work completed under this contract is found to be subject to faulty materials, improper workmanship, or injury due to proper and usual wear during the period of the Contractor's guarantee, then the Contractor shall replace, correct, or re-execute such work within five (5) days of receipt by him of notice from the Owner that unacceptable materials, workmanship, or injury has been discovered. If the Contractor fails to repair such defects in the work, the Owner may make the necessary repairs and charge the Contractor the cost thereby incurred.

Cutting, Patching, and Fitting:

The Contractor shall perform all cutting, patching, or fitting of his work that may be required to make its several parts come together properly and fit it to existing facilities or the work of others as shown or reasonably implied by the drawings and/or specifications for the completed project.

Damage to Public or Private Property:

Any damage to sidewalks, street pavements, curb and gutter, driveways, drainage structures, street signs, or other public or private property caused by the Contractor's operations shall be repaired at the Contractor's expense, unless otherwise provided.

Deductions from Wages:

The Contractor shall deduct from all workmen's wages Social Security, Withholding Tax, and other deductions required by law. He shall not make any deductions other than those required or authorized by law.

Disposal of Surplus Material:

Surplus material not required for other parts of the work and not otherwise specifically covered by the drawings or specifications shall become the property of the Contractor for disposal by him by a safe and legal method.

Engineer:

The word "Engineer" shall refer to:

Daniel & Brown Inc.

P.O. Box 606

Farmersville, Texas 75442

972-784-7777

Fences and Fence Gaps:

The Contractor shall construct and maintain fence and fence gaps required to control livestock during the construction of this project. Fence gaps shall be constructed so that they will be equal to or better than the fence in which they are built. It shall be the Contractor's responsibility to prevent unauthorized persons from using the fence gaps constructed by him. When requested to do so by the property owner, the Contractor shall maintain locks on the fence gaps. Prior to building the fence gaps the Contractor shall brace the fence on both sides of the gap to be cut in a manner to prevent the adjoining fence from becoming slack or sagging. After final cleanup has been completed, the contractor shall remove fence gaps he built and rebuild the fence to its original condition or better.

Guarantee:

The Contractor shall deliver to the Engineer upon completion of all work under the Contract his written guarantee, made out to the Owner and in a form satisfactory to the Engineer, guaranteeing (and he does hereby guarantee) all the work under the Contract to be free from faulty materials in every particular and free from improper workmanship, and against injury from proper and usual wear, and agreeing (and he does hereby agree) to replace or to re-execute without cost to the Owner such work as may be found to be improper or imperfect, and to make good all damage caused to the other work or materials, due to such required replacement or re-execution. This guarantee shall be made to cover (and does cover) a period of one (1) year from the date of completion of all work under the Contract as evidenced by the Engineer's final certificate, or for a longer period where so stipulated in the Contract Documents.

This guarantee must be furnished to the Engineer and approved by him before acceptance and final payment is made.

Neither the final certificate, nor payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility for neglect or faulty materials or workmanship during the period covered by the guarantee.

Inconvenience to the Public:

It is the declared and acknowledged intent of these specifications that all work and cleanup or other such operations shall be conducted in such manner that the public is not unnecessarily inconvenienced nor a hazard to public safety created.

Inspection:

The Contractor shall at all times provide adequate access to the **Owner** and Engineer for inspection of all improvements. Work will be subject to final inspection by the Engineer after completion, and this inspection shall take precedence over all other inspections. The Contractor shall inspect his materials and works in progress and assure conformance to the plans and specifications.

Inspector Duties:

The resident inspector will provide periodic on-site inspection of the construction projects. The inspections will be in addition to the general engineering oversight provided by the Engineer. Duties of the resident inspector will include general oversight and monitoring of the projects to insure general conformance with the plans and specifications. The inspector will record project status, construction delays, weather conditions, contractor personnel and equipment on-site for each project. The information gathered will be recorded on an inspection report. The resident inspector will be a resource for the Engineer and Owner to help identify potential construction related problems and evaluate potential change orders. The resident inspector's undertaking hereunder shall not relieve the contractor of contractor's obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make the Resident Inspector or the Engineer an insurer of the contractor's performance; and shall not impose upon the Resident Inspector or the Engineer any obligation to see that the work is performed in a safe manner.

Intent of Plans and Specifications:

The intent of the plans and specifications is to prescribe a complete work which the Contractor understands to do in full compliance with the Contract Documents. The Contractor shall do all work as provided by the Contract Documents and shall do such additional work as may be necessary to complete the work in a satisfactory and acceptable manner. The Contractor shall furnish all labor, tools, materials, machinery, equipment, and incidentals necessary to the satisfactory prosecution and completion of the work. The prices bid in the proposal shall be full compensation for all material, labor, equipment, and incidental items required to complete the project according to the Contract Documents ready for use. Items of work specified by the plans and/or specifications, but not identified by the Bid Proposal, shall be accomplished according to the plans and/or specifications and there shall be no separate payment for such items of work.

"Kickback" Prohibition:

The Contractor shall comply with the Copeland "Anti Kickback" Act (18 U.S.C.874) as supplemented in The Department of Labor regulations (29 CFR Part 3).

Lines and Grades:

Lines and grades for construction shall be established by the Engineer for this project.

Materials and Workmanship:

No materials which have been used by the Contractor for any temporary purpose whatever are to be incorporated in the permanent structure. All materials to be used shall be new. All materials and workmanship shall be first-class according to the standards of the trade. Unless otherwise specified, all materials shall be the best of their respective kinds and shall be in all cases fully equal to samples conforming to the specifications.

Minimum Wage Rates:

Wage rates for the workmen engaged on the project shall not be less than the minimum amounts specified by applicable local, state, or federal statutes.

Owner:

The word "Owner" shall be identified on the Notice to Bidders

Payment for Work:

The contractor shall submit monthly invoices to the Engineer for work completed and/or materials stored during the previous month. Upon verification and approval, the Engineer shall submit the pay request to the Owner for consideration and payment. A five percent (5%) retainage will be withheld from all pay estimates until completion of the project.

Permits:

Permits and licenses of a temporary nature necessary for completion of the work shall be secured and paid for by the Contractor. Permits, licenses and easements for permanent changes shall be secured and paid for by the Owner, unless otherwise specified.

Prevention of Accident:

The Contractor shall at all times during the course of construction of this project exercise such precautions as are necessary for the prevention of accidents. The safety provisions, as outlined in the "Manual of Accident Prevention in Construction," published by the Associated General Contractors of America, shall be observed to such extent that such provisions do not conflict with existing Federal, State and City laws.

Project Conferences:

The following meetings and conferences shall be conducted and shall be attended by the Contractor:

Pre-construction Conference
Substantial Completion Inspection
Pre-final Inspection
Final Inspection

Property Corners and Monuments:

Contractor shall protect all property line and property corner markers and monuments encountered

during the work. If the work shall require that any property line or property corner markers or monuments be disturbed then the Contractor shall provide licensed surveyors to reference the marker(s) or monuments(s) and reset them following completion of the work.

Protection of Existing Utilities and Improvements:

The Contractor shall take adequate measures to protect all existing structures, improvements and utilities which may be encountered.

The utility lines and conduits shown on the plans are for information only and are not guaranteed by the Owner or the Engineer to be accurate as to location and depth. They are shown on the plans as the best information available from the owners of the utilities involved and from evidences found on the ground.

The Contractor shall determine the exact location of all existing utilities and conduct his work so as to prevent interruption of service or damage to them. The Contractor shall be responsible for the replacement of any utility damaged by him and shall likewise be responsible for losses to the utility owner due to any disruption to the service of the utility caused by the Contractor.

All work necessary for the relocation or adjustment of any existing utilities will be the responsibility of the Owner of the particular utility involved except where indicated in the plans and specifications of this contract and such work is not a part of this contract.

Protection of Trees, Plants, and Shrubs:

The Contractor shall exercise all reasonable precautions to protect trees, plants, and shrubs during construction of this project. The Owner may require the contractor to replace to the satisfaction of the Engineer any trees, plants, or shrubs which in the judgment of the Engineer were unjustifiably damaged. Trees, plants, and shrubs in landscaped areas shall be restored to their original condition. Lawns shall be re-sodded.

Requirements for Road Crossings:

The Contractor shall conform to all requirements of the Owner, State Department of Highways and Public Transportation and railroad companies pertaining to the road crossings in this project, including licensing, insurance, construction procedures, and such other items as may be specified. No extra charge to the Owner for conformance to City, Department, and railroad company requirements will be allowed.

Rights-of-way and Easements:

The Owner will furnish the necessary rights-of-way and easements for the permanent project. Unless otherwise specified or set forth in the Contract Documents, the site is to be ready for occupancy by the Contractor upon signing of the Contract.

Safety Restrictions - Work near High Voltage Lines:

The following procedures will be followed regarding the subject item on this contract:

- A. A warning sign not less than five inches by seven inches, painted yellow with black letters that are legible at twelve feet, shall be laced inside and outside vehicles such as cranes, derricks, power shovels, drilling rigs, pile drivers, hoisting equipment or similar apparatus. The warning sign shall read as follows: "Warning - Unlawful to Operate this Equipment within Six Feet of High Voltage Lines."
- B. Equipment that may be operated within ten feet of high voltage lines shall have an insulating cage type of guard about the boom or arm, except backhoes or dippers, and insulator lines on the lift hook connections.
- C. When necessary to work within six feet of high voltage electric lines, notify the power company, who will erect temporary mechanical barrier, de-energize the line, or raise or lower the line. The work done by the power company shall not be at the expense of the Owner. The notifying department shall maintain an accurate log of all such calls to the power company and shall record action taken in each case.
- D. If the Contractor is required to make arrangements with the power company for the temporary relocation or raising of high voltage lines, that relocation will be at the Contractor's sole cost and expense.
- E. No person shall work within six feet of a high voltage line without protection having been taken as outlined in Paragraph C.

Sanitary Facilities:

Contractor shall provide sanitary facilities at or near the site for the duration of the regular work. The Contractor shall establish and enforce among his employees acceptable sanitary regulation. All sanitary facilities will be subject to the approval of the Engineer or local health authority.

Scope of Work:

This project shall be identified in the Plans and Specifications. In the event of a conflict between this specification and project plans (drawings) then the plans will take precedence.

Shop Drawings:

The Contractor shall furnish drawings, schematics, data, etc., on materials and equipment for approval by the Engineers prior to purchase, fabrication or shipment. Sufficient sets shall be furnished to provide four (4) sets for the Engineer, one (1) set for the Owner and one (1) set for approval for a total of six (6) sets. Additional sets shall be furnished as required by the Contractor.

Site Investigation:

The information contained in these Contract Documents in regard to original topography, subsurface soils, subsurface structures, subsurface utilities, and any quantities based thereon, is furnished solely for the convenience of the Contractor. The completeness and accuracy of this information is not guaranteed and its use in no way relieves the Contractor or others of any responsibility for loss due to inaccuracies or deviations there from which may be encountered.

For the purposes of this project, it is stipulated, and Contractor agrees to stipulate, that Contractor shall discover and shall be aware of all water utility facilities, all sanitary sewer facilities, all storm sewer facilities, all gas utility facilities, all telephone utility facilities, all electric utility facilities, and all other subsurface pipelines and utilities that may impede Contractor's work whether shown or indicated or not shown or not indicated by these Contract Documents, that the Contractor has considered the presence of such utilities in preparing his bid and negotiating the contract amount, and that the discovery of such utilities shall not be cause for additional compensation to the Contractor.

Specifications:

Titles to divisions and paragraphs in these Contract Documents are introduced for convenience and are not to be taken as a correct or complete segregation of the several units of material and labor. No responsibility, either direct or implied, is assumed by the Engineer for omissions or duplications by the Contractor or his subcontractors, due to real or alleged error in arrangement of matter in these Contract Documents.

Spoil:

All excavated material unfit for backfill, waste material accumulated on the job, and any material surplus to that needed in the prosecution of the work shall be removed from the site by the Contractor and disposed of at his expense. Upon specific approval by the Owner, any or all of the material may be disposed of on site in an approved manner.

Submittals:

Submittals required of the Contractor or successful Bidder by the Contract Documents are listed as follows:

- Executed Contract and Bonds
- Certificates of Insurance
- Materials Submittals
- Shop Drawings
- Proposals for Alternatives
- Application for Progress Payment
- Notice of Substantial Completion
- Notice of Final Completion
- Application for Final Payment
- Contractor's Certification and Guarantee
- Consent of Surety

A. Measurement and Payment

Separate measurement or payment will not be made for work required under this Section. All

costs in connection with the work specified herein will be considered to be included with the item of work in the bid Schedule of the Bid Form, or incidental to the Work.

B. List of Materials Sources

The Contractor shall submit to the Engineer a list of the Contractor's sources of materials. The list shall be submitted in sufficient time to permit proper inspections and testing of materials to be furnished from such listed sources in advance of their use.

C. Submittal Requirements

1. Professional Seal Required: Submittals involving engineering design services when specified or required by governing codes and regulations shall be sealed and signed by a professional engineer, currently registered in the State of Texas for the discipline involved.
2. Review Period
 - a. Prepare submittals sufficiently in advance so that approval may be given before commencement of related work.
 - b. Allow 30 calendar days after receipt by the Engineer for review of each submittal, including resubmittals.
3. Submittal Delivery: Ship submittals prepaid or deliver by hand directly to the Engineer.
4. Changes in Approved Submittals: Changes in approved submittals will not be allowed unless those approved submittals with changes have been resubmitted and approved, in the same manner as the original submittal.
5. Supplemental Submittals: Supplemental submittals initiated by the Contractor for consideration of corrective procedures shall contain sufficient data for review. Make supplemental submittals in the same manner as initial submittals.

D. Contractor's Responsibilities

1. Contractor's Review and Approval:

- a. Each submittal shall be reviewed, stamped, and signed as reviewed and approved by the Contractor prior to submission. The Contractor's approval shall indicate review and approval with respect to the following responsibilities:
- b. The Contractor shall be responsible for:
 - i. The correctness of the drawings, for shop fits and field connections, and for the results obtained by the use of such drawings.
 - ii. Verification of catalog numbers, and similar data.
 - iii. Determination and verification of field measurements and field construction criteria.
 - iv. Checking and coordinating information in the submittal with requirements of the Work and of the Contract Documents.
 - v. Determination of accuracy and completeness of dimensions and quantities.
 - vi. Confirmation and coordination of dimensions and field conditions at the site.
 - vii. Safety precautions.
 - viii. Errors or omissions on submittals.
 - ix. Coordination and performance of work of all trades.
 - x. Identification of deviation(s) from Contract requirements.
- c. The Contractor shall coordinate each submittal with the requirements of the Work, placing particular emphasis upon assuring that each submittal of one trade is compatible with other submittals of related work. Ensure submittal is complete with all

relevant data required for review.

- d. The Contractor shall stamp, initial or sign the submittal, certifying:
 - i. Dimensional compatibility of the product with the space in which it is intended to be used.
 - ii. Review of submittals for compliance with Contract requirements.
 - e. Do not start work for that requires approval by the Engineer until submittals have been returned to the Contractor with official indication that approval has been granted by the Engineer.
 - f. If the submittal is designated to be sent to the Engineer for information, approval by the designated approval authority shall take place before submission to the Engineer.
 - g. Approval of drawings and associated calculations by the Engineer shall not relieve the Contractor from the responsibility for errors or omissions in the drawings and associated calculations, or from deviations from the Contract Documents, unless submittals containing such deviations were submitted to the Engineer and the deviations were specifically called to the attention of the Engineer in the letter of transmittal and within the submittal, and approved specifically by the Engineer as a Contract change.
 - h. Approval of the Contractor's submittal by the Engineer shall not relieve the Contractor of any responsibility, including responsibility for accuracy and agreement of dimensions and details.
2. Distribution of Submittals after Review: Distribute prints or copies of approved submittals, bearing the Engineer's or designated approval authority's stamp and signature, to the Contractor's field office; to affected and concerned Subcontractors, Suppliers, and fabricators; and to affected and concerned members of the Contractor's workforce.

E. Engineer's Review

1. Submittals will be reviewed for conformance with requirements of the Contract Documents. Review of a separate item will not constitute review of an assembly in which the item functions. Review will not relieve the Contractor from Contractor's responsibility for accuracy of submittals, for conformity of submittals to requirements of Contract Documents, for compatibility of described product with other provided products and the rest of the system, or for prosecution and completion of the Contract in accordance with the Contract Documents.
2. The Engineer will indicate its reviews of submittals and the action taken (approvals and nonapprovals) by means of its review stamp. The review stamp/label will be affixed by the Engineer, the action block will be marked, and the stamp/label will be signed and dated.
3. The review-stamp/label action-block marks will have the following meanings:
 - a. The mark APPROVED is an acceptance, and means that the submittal appears to conform to the respective requirements of the Contract Documents; that fabrication, assembly, manufacture, installation, application, and erection of the illustrated and described product may proceed; and that the submittal need not be resubmitted.
 - b. The mark APPROVED AS CORRECTED is an acceptance, and means that the submittal appears to conform to the respective requirements of the Contract Documents upon incorporation of the reviewer's corrections, and that fabrication, assembly, manufacture, installation, application, and erection of the illustrated and described product may proceed. Submittals so marked need not be resubmitted unless the Contractor challenges the reviewer's exception.
 - c. The mark NOT APPROVED is a disapproval, and means that the submittals is

deficient to the degree that the reviewer cannot correct the submittal with a reasonable degree of effort, has not made a thorough review of the submittal, and that the submittal needs revision and is to be corrected and resubmitted.

Subsidiary Items:

Subsidiary items including, but not limited to grading, backfill, blocking, testing, and cleanup, which are not pay items in the proposal shall be considered subsidiary to the job and no extra pay shall be allowed.

Substitutions:

In these specifications are specified certain equipment and/or materials deemed most suitable for the service anticipated. This is not done, however, to eliminate others equally as good and efficient. The Contractor shall prepare his bid on the basis of the particular equipment and/or materials specified for the purpose of determining the low bid. The awarding of the contract shall constitute a contractual obligation to furnish the specified equipment and/or materials unless the Contractor desires to follow the following procedure:

After the execution of the contract, substitution of equipment and/or materials of makes other than those named in the contract will be considered for one reason only; that the equipment and/or materials proposed for substitution is superior or equal in construction quality and/or efficiency to that named in the contract.

In the event the Contractor obtains the Engineer's approval on equipment other than that for which the plant was originally laid out, the contractor shall, at his own expense, make any changes in the structures, piping, or electrical equipment necessary to accommodate the equipment.

To receive consideration on any alternate, full descriptive material must be submitted to the Engineer at least seven (7) days before the scheduled letting to allow sufficient item for issuance of addenda.

Taxes:

The Contractor shall be held to have studied all tax laws for the jurisdiction in which the work is being done, and shall pay all the taxes for which he may be held liable as a consumer or user of goods, or otherwise, without addition to the Contract price.

Testing:

Testing and inspection of materials required by these specifications shall be performed by a commercial testing laboratory selected by the **Owner**. Except as otherwise noted, the cost of laboratory tests will be paid by the **Owner**. The Contractor shall pay the cost of all tests where the tested material fails and the cost of re-testing the material. This payment will be made direct to the testing laboratory by the Contractor. The Contractor shall furnish, at his own expense, all materials or specimens for testing.

Tests of the performance of equipment and constructed works such as leakage tests, bacteriological tests, deflection tests, tests of electrical circuitry, pumping tests, equipment tests, etc., shall be performed as required by these specifications at the expense of the Contractor.

Tie-in:

The cost for making the tie-in with associated appurtenances to the new water main shall be included in the price bid for the project unless otherwise noted on the plans. Note: Cost of tie-in also will include removal of any blocking required by the water line.

Time of Completion:

The time of completion for the project is stipulated by Contract Agreement. Time commences to run on a date specified by a "Notice to Proceed". "Substantial Completion" shall be interpreted according to the General Conditions and the project will be considered completed and ready for final payment upon final completion of all work including correction of all deficiencies identified by Engineer and final cleanup of all work areas.

Topsoil:

In all agricultural areas, whether grazing or crop land, and in all landscaped areas, topsoil shall be stripped to a depth of 12" for the total width of the excavation. Topsoil that is stripped shall be stockpiled near the project site in a manner that will preserve the character and quantity of the material. After the work is completed, the topsoil shall be replaced and dressed to a uniform finish.

Trade Names:

Except as specified otherwise, whenever in the plans or specifications an article or class of material is designated by a trade name, or by the name or catalogue number of any maker, patentee, manufacturer, or dealer, such designation shall be taken to mean and specify the articles described or another equal thereto in quality, finish, and serviceability, for the purpose intended.

Traffic Control:

The Contractor will be required to plan and execute the construction work in such a manner that the residents in the area of the improvement will have access to their property with a minimum of interruption. The Contractor shall maintain all traffic lanes and/or detours to the satisfaction of the Engineer.

Water and Utilities for Construction:

The Contractor shall make his own arrangements for water and other utilities necessary for the construction. Securement of water and utilities for use in this project shall respect all rights of ownership, rights of way, and all laws, rules and regulations, which may be applicable to such securement.

SECTION 201 EARTHWORK

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The earthwork consists of operations required for excavation, non-expansive earth fill; structure backfill and general earth fill, as may be required during development of the project. The term "embankment" as used in this section refers to the compacted earth fill required for structure pads, roadway embankment fill, and miscellaneous related fill. The "subgrade" refers to the surface of the cleared and stripped areas that are designated to receive fill roadways or structures.
- B. The CONTRACTOR shall inform and satisfy himself as to the character, quantity, and distribution of material to be excavated.
- C. In the event of a conflict between this specification and project plans (drawings) then the plans will take precedence.

1.2 WORK AFFECTING EXISTING UTILITIES

Above or below grade utilities, which are to remain, shall be protected by the CONTRACTOR. Existing utilities shall not be taken out of service without specific written authorization by the OWNER.

1.3 PROTECTION

- A. Protect trees, shrubs, lawns, and other features remaining as part of the final landscaping.
- B. Protect benchmarks, existing structures (not being removed), fences, roads, and paving.
- C. Notify the ENGINEER of unexpected subsurface conditions.
- D. Where damage could result from continuing work, discontinue work in area until ENGINEER notifies CONTRACTOR of the required modifications.

PART 2 - PRODUCTS

2.1 EQUIPMENT

- A. CONTRACTOR shall furnish, operate and maintain all equipment required to complete this project, including, but not limited to, the following:
- B. Grading Equipment: Equipment necessary to produce uniform layers, sections, and smoothness of grade for compaction and drainage.
- C. Miscellaneous Equipment: Scarifiers, disks, spring tooth or spike tooth harrows, earth hauling equipment and other equipment suitable for removal of material from excavations and for the construction of fills.

2.2 TOPSOIL

Source: Topsoil shall be obtained from excavation and fill areas. Strip and stockpile the top six (6) inches of material from such areas.

PART 3 - EXECUTION

3.1 CLEARING, GRUBBING AND STRIPPING

- A. All areas to be excavated or to receive earth fill, roadways, structures, or other such facilities, shall be cleared, grubbed, and stripped prior to excavation and subgrade preparation.
- B. Clearing and grubbing shall consist of the removal of all trees, large vegetation, abandoned structures, and debris, including all roots 1 inch or larger in diameter, to a minimum depth of eighteen (18) inches below the proposed subgrade level. For areas to be planted or sodded and surfaced to a depth of a (24") twenty-four inches below finished grade in areas to be covered by a building or structure.

- C. Stripping shall consist of the removal of all topsoil, roots, vegetation, and rubbish not removed by the clearing and grubbing operation. Additionally, any other unsatisfactory material shall be removed from the subgrade area of future compacted fills or embankments, and from the surfaces underneath the future roadways or other structures. The stripped areas shall be observed to determine if additional excavation is required to remove weak or otherwise unsuitable materials that would adversely affect the fill placement.
- D. Dispose of removed obstructions and debris off-site in accordance with local requirements.

3.2

SUBGRADE PREPARATION

- A. The subgrade shall be firm and able to support the construction equipment without displacement. Soft or yielding subgrade shall be corrected and made stable before construction proceeds. The subgrade shall be proof rolled to detect soft spots, which if exist, shall be reworked. Proof rolling shall be performed using a heavy pneumatic tired roller, loaded dump truck, or similar equipment weighing approximately 25 tons. The proof rolling operations will be observed by the project geotechnical engineer. The sides of stump holes or other similar cavities or depressions shall be broken down to flatten the slopes (no steeper than 4 horizontal to 1 vertical), with the sides of the cuts or holes being scarified to provide bond between the foundation soils and the embankment fill. Each depression or hole shall be filled with the same type of material, which is to be placed immediately above the foundation soil.
- B. Existing hillsides or slopes, which will receive fill, shall be loosened by scarifying or plowing to a depth of not less than 8 inches. The fill material shall be benched into the existing slope in such a manner as to provide adequate bonding between the fill and slope, as well as to allow the fill to be placed in essentially horizontal lifts.
- C. Prior to placement of compacted fill in any section of the embankment, after depressions and holes have been filled, the foundation of such sections shall be compacted to the same density and moisture requirement as the embankment.
- D. In areas of the subgrade, which are too soft, wet or otherwise unstable to allow embankment construction to begin, the use of plating and/or plating in combination with "GEOGRID" soil reinforcement or approved equal, may be required.
- E. The traffic of heavy equipment, including heavy compaction equipment, may create pumping and general deterioration of the shallower clay soils. Therefore, it shall be anticipated that some construction difficulties will be encountered during periods when these soils are saturated. The clayey, sandy, and silty soils may have to be excavated, mixed, dried, and replaced. At times, excavating and replacing with selected soils, the use of lime or cement treatment, or the use of geo-synthetic materials may be required before an adequate subgrade can be achieved.

3.3 PLACING OF MATERIAL

- A. Embankment materials shall be placed on a properly prepared subgrade as recommended above. The combined excavation, placing and spreading operation shall be done in such a manner to obtain blending of material, and to provide that the materials, when compacted in the embankment, will have the most practicable degree of compaction and stability. Materials excavated from cut sections and hauled to construct fills must be mixed and not segregated. Sands and clayey sands shall be blended with sandy clays and clays, rather than having lifts of non-cohesive sandy materials.
- B. If the surface of the embankment is too smooth and hard to bond properly with a succeeding layer, the surface shall be roughened and loosened by disking before the succeeding layer is placed.
- C. Where fill is to be placed next to existing fill, that fill shall be removed to unweathered, dense material. Each layer shall be benched and disked as adjoining lifts are placed. Material hauling equipment shall be so routed over the embankment surface to distribute the added compaction afforded by the rolling equipment, and to prevent the formation of ruts on the embankment surface.
- D. The surface of the fill shall be graded to drain freely and maintained throughout construction. During the dumping and spreading process, all roots and debris and all rocks greater than four (4) inches in maximum dimension shall be removed from the embankment materials. No rocks shall be allowed within the final 8 inches of subgrade.

3.4 PROCESSING AND MOISTURE-DENSITY CONTROL

- A. Following the spreading and mixing of the soil on the embankment, it shall be processed by disking or pulverizing throughout its thickness to break up and reduce clod size, and provide additional blending of materials. Processing shall consist of at least five passes of a fully penetrating disc plow or three passes of a fully penetrating roto-till pulverize. Additional passes of the processing equipment shall be performed as necessary to accomplish breaking up, reduction of clod size, and blending the fill. Each successive pass of the processing equipment shall be in a direction perpendicular to the previous pass, where working space permits. The maximum recommended loose lift thickness prior to compaction is eight (8) inches. The moisture content of the soil shall be adjusted, if necessary, by either aeration or the addition of water to bring the moisture content within the recommended range. Water required for sprinkling to bring the fill material to the proper moisture content shall be applied evenly through each layer.
- B. Any layers, which become damaged by weather conditions, shall be reprocessed to meet recommended requirements. The compacted surface of a layer of fill shall be lightly loosened by disking before the succeeding layer is placed.
- C. When the moisture content and the condition of the fill layer are satisfactory, compaction shall be performed with a heavy tamping foot roller with fully penetrating feet (feet long enough to penetrate into the previous lift) towed either by a crawler-type tractor or by the self-propelled type. The tamping foot roller shall weigh no less than 2,000 pounds per linear foot of drum width. Vibratory tamping rollers are recommended for compacting sandier fill materials.
- D. The in-place density of the fill shall be no less than 95 percent of the maximum dry density as determined by ASTM D698, Standard Proctor. At a moisture content between optimum and 5 percentage points wet of optimum moisture content for all low-permeability earth fill zones (liners, cores, etc.), and between 2 percentage points below to 5 percentage points above optimum moisture content for non-expansive earth fill zones and general earth fill zones. The moisture content and density of all fill material shall be maintained at the specified range of moisture and density. These moisture ranges represent the maximum limits. It is possible under some circumstances or with some soils, that a more narrow range, within the recommended limits, will be necessary to consistently achieve the recommended density. In order to help provide a homogeneous earth fill mass, a minimum of eight passes of the tamping foot roller shall be provided, even if the recommended density is achieved with fewer passes.
- E. Field density tests (including moisture content) shall be taken as each lift of fill material is placed. A minimum of one field density test per lift for each 2,500 square feet of compacted area is required. For small or critical areas, the frequency of testing shall be reduced to one test per 1,000 square feet or less. A minimum of two density tests shall be taken on each lift, regardless of size. The earthwork operations will be observed and tested on a continuing basis by an experienced geotechnical technician working in conjunction with the project geotechnical engineer.
- F. Each lift shall be compacted, tested, and approved before another lift is added. The actual quality of the fill, as compacted, shall be the responsibility of the CONTRACTOR and satisfactory results from the tests shall not be considered as a guarantee of the quality of the CONTRACTOR's filling operations.

3.5 STRUCTURE BACKFILL PLACEMENT AND COMPACTION

The backfill material shall be placed in maximum 8-inch lifts and compacted to a density ranging between 95 and 100 percent of maximum Standard Proctor (ASTM D698) dry density at a moisture content ranging from 2 percentage points below optimum to 5 percentage points above optimum for the backfill materials. Caution shall be exercised not to over compact the backfill. Hand-operated tampers or other lightweight compactors are required in the 5-foot area adjacent to the wall or other structure. Non-expansive earth fill shall be used for structure backfill. The lift thickness shall be reduced to 4 inches for those areas where hand-operated compactors are required. The backfill surface shall slope away from the structure on a gradient of 1.5 to 3 percent, such that surface water does not pond adjacent to the structure within the backfill zone. Topsoil and seeding shall be

accomplished to help prevent drying and cracking of the backfill surface. The slope shall be maintained on a 1.5 to 3 percent gradient after topsoil is placed.

3.6 TRENCH BACKFILL

- A. Trench backfill for pipelines or other utilities shall be properly placed and compacted. Non-expansive earth fill shall be used for trench backfill. Free draining granular material shall not be used. The non-expansive soil backfill shall be placed in approximate 4 to 6 inch loose lifts. The density and moisture content shall be as recommended for non-expansive fill in Subsection 3.4 Processing and Moisture-Density Control, of this specification, except all non-expansive backfill above the spring line of the pipes, in sections of the trench underneath pavements, shall be compacted to a minimum of 100 percent of maximum dry density (ASTM D698). In areas where granular backfill is used, it shall be compacted, with a vibratory compactor, to a minimum of 95 percent of maximum density as determined by ASTM D4253, at a moisture content that will facilitate compaction. A minimum of one field density test shall be taken per lift for each 150 linear feet of trench, with a minimum of two tests per lift. In restricted areas where compaction of non-expansive earth fill is not practical, flowable fill shall be used.
- B. Where lean concrete fill or flowable fill is used, each lift or section shall be allowed to reach initial set as required to provide the intended support, prior to the next lift or section being placed. The lean concrete fill or flowable fill will not require compaction.

3.7 EARTH FILL AND FLOWABLE FILL MATERIALS

- A. The following information is provided to define the requirements for the various earth fill and flowable fill materials for construction of the project:
- B. Non-Expansive Earth Fill: The non-expansive earth fill shall consist of soil materials with a liquid limit of 35 or less, a plasticity index between 8 and 20, a minimum of 35 percent passing the No. 200 sieve, a minimum of 85 percent passing the No. 4 sieve, and which are free of organics or other deleterious materials. When compacted to the recommended moisture and density, the material shall have a maximum free swell value of 0.5 percent under a maximum seating pressure of 2 psi and a maximum hydraulic conductivity (permeability) of 1 E-05 cm/sec, as determined by laboratory testing of remolded specimens of the actual materials proposed for the non-expansive earth fill.
- C. Low-Permeability Earth Fill: The low-permeability earth fill shall consist of soil materials classified as CH or CL in accordance with ASTM D2487 - *Classification of Soils for Engineering Purposes*. The materials also shall have a minimum liquid limit of 35, a minimum plasticity index of 18, a minimum of 85 percent passing the No. 4 sieve, and shall be free of organics or other deleterious materials. The material shall have Percent Dispersion of less than 20 when tested in accordance with ASTM D4221, STANDARD TEST METHOD FOR DISPERSIVE CHARACTERISTICS OF CLAY SOIL BY DOUBLE HYDROMETER. When compacted to the recommended moisture and density, the material shall have a maximum hydraulic conductivity of 1 E-07 cm/sec, as determined by laboratory testing of remolded specimens of the actual materials proposed for the low-permeability fill.
- D. General Earth Fill: The general earth fill shall consist of any soil materials which have a minimum plasticity index of 8, a minimum of 20 percent passing the No. 200 sieve, a minimum of 85 percent passing the No. 4 sieve, and which are free of organics or other deleterious material.
- E. Flowable Fill: Flowable fill shall consist of a low-cement content ready-mix material with high flow properties. The mix shall consist of approximately one part Portland cement to three parts fly ash, by weight with sufficient amounts of aggregate, high air generator or foaming agent, and water to produce a 28-day compressive strength in the range of 25 to 200 psi. The flowable fill shall have a maximum hydraulic conductivity of one (1) E-05 cm/sec after curing for seven (7) days. The material shall have an initial set time (walkable surface) of 24 hours or less. The flowable fill shall provide full support to pipeline, adjacent earth walls, structures, or other such facilities, after initial set, but shall be of a low enough compressive strength after reaching final strength to allow future excavation with ordinary small excavation equipment.
- F. The CONTRACTOR shall be required to submit an appropriate mix design along with laboratory test results on the flowable fill prior to beginning work on this item.

- G. **Solid Rock:** In order for any rock material to be considered as solid rock, it shall meet all of the following criteria:

1. The rock shall be massive and in a continuous layer at least 2 feet thick.
2. The rock shall have an unconfined compressive strength greater than 80 ksf.
3. The rock shall not be able to be ripped from a starter trench in an open cut excavation with a D-9 "Caterpillar" (or equivalent) bulldozer with a single tooth ripper. Or in a trench excavation with a 235C "Caterpillar" (or equivalent) track hoe excavator equipped with a nominal 30-inch wide extreme service trenching bucket with front and rear mounted rock ripper teeth.

Boulders and cobbles, whether in densely spaced layers or occasional occurrence, shall not be classified as solid rock, regardless of the hardness of the individual boulders or cobbles.

- H. **Compliance Testing** Representative samples of the actual soil materials proposed for use in the various earth fill zones shall be initially tested for compliance with the recommendations by the project geotechnical engineer, prior to use of the materials as fill. The testing program shall continue through construction as a means to verify that the earth fill materials being placed continue to meet the recommended requirements.

3.8 EARTH FILL ZONE

- A. Table 1 specifies for the various earth fill zones.

TABLE 1 – EARTH FILL ZONES		
ITEM	ZONE	EARTH FILL MATERIAL
Embankment Fill for structures, pavements and flatwork	Top 10 Feet	Non-Expansive
Embankment Fill for structures, pavement and flatwork	Below 10 Feet	General
Structure Backfill	All	Non-Expansive
Trench Backfill beneath present or future structures, pavements and flatwork	All (exclusive of lean concrete or flowable fill zones)	Non-Expansive
Trench Backfill more than 5 feet outside the limits of present or future structures, pavements and flatwork	To 1 foot above top of pipe (exclusive of lean concrete or flowable fill zones)	Non-Expansive
Trench Backfill more than 5 feet outside the limits of present or future structures, pavements and flatwork	From 1 foot above top of pipe and upward pavements and flatwork	General
General Embankments more than 5 feet outside the limits of present and future structures, pavements	All	General
General Site Grading where no slopes or deep fills are involved	Top 1 Foot	General
General Site Grading where no slopes or deep fills are involved	Below 1 Foot	Common
Seepage plugs around pipes, and liners/barriers	All	Low-Permeability

- B. Other specific recommendations for earth fill materials and for aggregate fill materials are also presented in other sections of these Specifications.

3.9 ACCEPTANCE OF IMPORTED FILL

Any soil imported from off-site sources shall be tested for compliance with the recommendations for the particular application and approved by the project geotechnical engineer prior to the materials

being used. The OWNER will also require the CONTRACTOR to obtain a written, notarized certification from the landowner of each proposed off-site soil borrow source stating that to the best of the landowner's knowledge and belief there has never been contamination of the borrow source site with hazardous or toxic materials. The certification shall be furnished to the OWNER prior to proceeding to furnish soils to the site. The CONTRACTOR shall be required to provide the services of an EPA approved laboratory to perform, as a minimum, a toxic contaminant scan of composite soil. Samples representative of each separate proposed borrow source, in accordance with EPA protocol for the list of contaminants contained in the 40 CFR, Part 261, Appendix VIII, by EPA methods SW-846, prior to importing the soil borrow. Any potential off-site borrow on which the test results indicate the presence of contaminants above background levels shall be rejected. Soil materials derived from the excavation of underground petroleum storage tanks shall not be used as fill on this project.

3.10 EXCAVATION

- A. Temporary slopes of 2-horizontal to 1-vertical and flatter shall be used for this site. In all cases, the requirements of the Occupational Safety and Health Administration (OSHA) must be followed. The CONTRACTOR shall monitor the slope stability by observation and measurement, and to prevent excessive loads (especially heavy vibratory loads) from being applied to the slope. The CONTRACTOR shall be responsible for maintaining the slopes in a safe condition during construction and the use of slope stability monitoring equipment shall be used.
- B. The side slopes of excavations through the overburden soils shall be made in such a manner to provide for their stability during construction. Structures, pipelines or other facilities which are constructed prior to or during the currently proposed construction and which require excavation, shall be protected from loss of end bearing or lateral support.
- C. Temporary construction slopes and/or permanent embankment slopes shall be protected from surface runoff water. Site grading shall be designed to allow drainage at planned areas where erosion protection is provided, instead of allowing surface water to flow down unprotected slopes.
- D. Drainage: During excavation, maintain grades for complete drainage. Install temporary drains or drainage ditches as needed to intercept or divert surface water and prevent interference or delay the work. The pumping of water shall be included in the bid items. No separate payment will be made for drainage control and pumping.
- E. The CONTRACTOR shall comply with all applicable safety regulations concerning trench safety and excavations, including, but not limited to OSHA regulations.

3.11 DEWATERING OF EXCAVATIONS

- A. Ground water may be encountered within the excavations. The CONTRACTOR shall be responsible for selecting and providing appropriate excavation dewatering systems for use during construction.
- B. The dewatering method selected shall be capable of lowering and continuously maintaining the ground water surface a minimum of 3 feet below the base of all excavations throughout the construction period. The CONTRACTOR shall be required to provide adequate personnel and equipment to operate and maintain the dewatering system on a 24-hour basis, as required.

3.12 SOIL CORROSION AND REACTION POTENTIAL

The clays at this site may be corrosive. Standard construction practices for protecting metal pipe and similar facilities in contact with these soils shall be used.

3.13 EROSION AND SEDIMENT CONTROL

All disturbed areas shall be protected from erosion and sedimentation during construction, and all permanent slopes and other areas subject to erosion or sedimentation shall be provided with permanent erosion and sediment control facilities. All applicable ordinances and codes regarding erosion and sediment control shall be followed.

END OF SECTION

SECTION 203 SEEDING

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Seeding is required on all areas (unless otherwise stated in the plans) where existing topsoil or vegetation is modified, damaged, or otherwise disturbed during construction of this project and in areas where erosion protection is required.
- B. Seeding work includes:
 - 1. Preparation of subsoil.
 - 2. Placing topsoil.
 - 3. Fertilizing.
 - 4. Seeding.
 - 5. Mulching.
 - 6. Maintenance.
- C. In the event of a conflict between this specification and project plans (drawings) then the plans will take precedence.

1.2 DEFINITIONS

Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass.

1.3 REGULATORY REQUIREMENTS

Comply with regulatory agencies for fertilizer and herbicide composition.

1.4 QUALITY ASSURANCE

Provide seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.

1.5 DELIVERY, STORAGE, AND HANDLING

Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable. Deliver fertilizer in waterproof bags showing weight, chemical analysis, and name of manufacturer.

1.6 MAINTENANCE SERVICE

Maintain seeded areas immediately after placement until grass is well established and exhibits a vigorous growing condition covering 75 percent of the seeded area, with no bare areas larger than one square foot.

1.7 SUBMITTALS

Submit information as to fertilizer, seed type(s), seeding procedures, etc. in accordance with Contractor's Submittals.

PART 2 - PRODUCTS

2.1 SEED MIXTURE

Seed Mixture: 1) Type 1: Hulled Bermuda
2) Type 2: Rye

2.2 SOIL MATERIALS

Topsoil: Excavated from site and free of weeds, roots, stone and foreign matter.

2.3 ACCESSORIES

- A. Fertilizer: As recommended for grass with the following proportions: Nitrogen, 13 percent; phosphoric acid, 13 percent; and soluble potash, 13 percent, or approved substitute.
- B. Water: Clean, fresh and free of substances or matter which could inhibit vigorous growth of grass.
- C. Erosion Fabric: To be placed on all slopes steeper than 3:1 and other specific locations shown on the Plans.

PART 3 - EXECUTION

3.1 INSPECTION

Verify that prepared soil base is ready to receive the work of this section. Beginning work on this item shall be interpreted as CONTRACTOR's acceptance of existing site conditions.

3.2 PREPARATIONS OF SUBSOIL

- A. Prepare subsoil to eliminate uneven areas and low spots. Maintain lines, levels profiles and contours. Make changes in grade gradual and blend slopes into level areas.
- B. Remove foreign materials, weeds, undesirable plants and their roots, and contaminated subsoil.
- C. Scarify subsoil to a depth of 3" where topsoil is to be placed. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted subsoil.

3.3 PLACING TOPSOIL

- A. Place topsoil during dry weather and on dry, unfrozen subgrade.
- B. Remove vegetative material and foreign non-organic material while spreading.
- C. Grade to eliminate rough, low, or soft areas, and to ensure positive drainage.

3.4 FERTILIZING

- A. Apply fertilizer after smooth raking of topsoil in accordance with manufacturer's instructions at a minimum rate of 200 lb/acre.
- B. Do not apply fertilizer at the same time or with the same machine that will be used to apply seed unless hydro mulching.
- C. Mix fertilizer thoroughly into upper 2" of topsoil.
- D. Lightly water to aid the dissipation of fertilizer.

3.5 SEEDING

- A. Apply seed at a rate of 12 lbs per acre (Type 1), or 30 lbs per acre (Type 2) and rake in lightly.
- B. Planting Season:
 - 1. Type 1: April 15 to September 1
 - 2. Type 2: September 1 to April 15.
- C. Do not sow immediately following a heavy rain, when ground is too dry, or during windy periods.
- D. Apply water with a fine spray immediately after each area has been mulched. Saturate to 4".
- E. Grass planting of seed mixture by hydro mulching shall be acceptable. Hydro mulching shall consist of applying water, seed, fertilizer and fibrous mulch and shall generally conform to the requirements listed by the Texas Department of Transportation *Standard Specifications for Construction of Highways, Streets and Bridges*.

3.6 SEED PROTECTION

- A. Cover seeded slopes where grade is steeper than 3:1 with erosion fabric. Roll fabric onto slopes without stretching or pulling.
- B. Lay fabric smoothly on surface, bury top end of each section in 6" deep excavated topsoil trench. Provide 3" overlap of adjacent rolls. Backfill trench and rake smooth, level with adjacent soil.
- C. Secure outside edges and overlaps at 36" intervals with stakes.
- D. Lightly dress slopes with topsoil to ensure close contact between fabric and soil.
- E. At sides of ditches, lay fabric laps in direction of water flow. Lap ends and edges a minimum of 6".

3.7 MAINTENANCE

- A. Owner will water to prevent drying of grass and soil.
- B. Control growth of weeds: Owner will apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.
- C. Contractor will immediately reseed areas which show bare spots of one square foot and larger.

END OF SECTION

SECTION 205 WATERLINE INSTALLATION

PART 1 - GENERAL

1.1 SCOPE OF WORK

This work consists of constructing water mains and service branches, including fire hydrants, water meters, service stops, valves, fittings and boxes. The CONTRACTOR shall provide all tools and equipment required for installing these items. The work also includes furnishing all materials, excavating, bedding, laying pipe, jointing, backfilling, hydrostatic testing, disinfection, restoration of disturbed facilities and surfaces, line (location) and grade, disposal of all surplus excavation and discarded materials, and other work necessary to complete the items. In the event of a conflict between this specification and the project plans (drawings) then the plans will take precedence.

1.2 JOB CONDITIONS

- A. Control of Water: Provide sufficient pumping equipment in good working order, available at all times, to remove any water that accumulates in excavations. Where the waterline crosses natural drainage channels, conduct work in such a manner that unnecessary damage or delays in the prosecution of the work will be prevented. Make provisions for the satisfactory disposal of surface water pumped so as to prevent damage to public or private property.
- B. Protection of Existing Utilities: It shall be the responsibility of the CONTRACTOR to verify the existence and location of all underground utilities along the route of the work. The omission from or the inclusion of utility locations on the Plans is not being considered as the non-existence of, or a definite location of existing underground utilities.

The CONTRACTOR shall take the necessary precautions to protect existing utilities from damage due to his operations. The CONTRACTOR shall notify DIG TESS, Texas One-Call System, and all other utility locator services to request utility locates. In addition, other utilities within the project area shall be notified to locate their utilities. CONTRACTOR shall keep a notebook of all location requests. Each notation will contain the following information: Date, Time, Brief Location Summary, Request ID Number, and Call Back Repair Number. Any damage to the utilities, whether marked or unmarked, will be repaired at the CONTRACTORS expense.

C. Protection of Trees, Plants and Shrubbery:

1. Where trees, plants and shrubbery are adjacent to the line of the work and are not to be removed and replaced, protect such trees, plants, shrubbery, etc., by substantial wooden boxes and guards and do not permit machinery or employees to scrape, tear the limbs from or damage or attach guy cables to them and if, in the opinion of the ENGINEER, such trees, plants and shrubbery would be damaged by machinery, etc., hand excavation may be required. The CONTRACTOR shall be responsible for all damages to adjacent trees, plants and shrubbery.
2. Where waterlines cross lawns, remove the sod for the full width of the excavation. Lawns are defined as those areas where, in the opinion of the ENGINEER, grasses such as Bermuda, St. Augustine, Fescue or other similar grasses generally cover the area being excavated and generally have been kept mowed to a height of 6" or less. Remove sod in squared cut out with a sharp spade, and of such sizes that they may be handled conveniently without breaking. The sod shall be removed in one layer not less than 3" in depth, and shall be carefully stored and given proper attention. During hot, dry weather, the stored sod shall be protected by covering with canvas or burlap. After backfilling is completed, replaced sod, tamp and water sod thoroughly.

D. Protection of Streets and Roadways:

1. Where waterlines cross public streets, no more than one-half of the street may be closed at one time and that one-half for only 24 hours. Where waterlines cross plant roadways, an all access road shall be constructed if required to maintain access to any facility served by the severed road. Cover trenches crossing roadways and streets with 1" minimum thickness steel plates until backfill is complete and compacted. On heavily traveled streets as determined by the ENGINEER, steel plates are to remain in place until street pavement

repair is completed. After backfilling trenches in roadways and streets (either crossing or parallel), keep roadways and streets passable at all times. Cover and maintain the top of the trench with at least 4" of compacted flexible base until pavement repair is complete. Keep top of ditch elevation within plus or minus 2" of elevation of adjacent roadway or street. The work described above is not a separate pay item and the cost of labor and materials required to protect streets and roadways is to be included in the lump sum amount or unit price, as applicable.

2. Protect existing pavement, including plant roadways, from damage from heavy equipment and vehicles with lugs throughout construction. Saw cut pavement with a concrete saw before beginning excavation. Saw cuts are to be straight and parallel to the line of work.

1.3 GUARANTEE

- A. Guarantee the backfilling of excavation and trenches against excessive (as determined by the ENGINEER) settlement for a period of one year after the final completion of the contract under which the work is performed.
- B. Guarantee the backfilled ditch against erosion and erosional rivulets exceeding 3" in depth. The CONTRACTOR may, at his own cost, place erosion protection including jute mats, sodding, seeding and the like on erosion prone areas.
- C. Make all repairs or replacements necessary by settlement or erosion including refilling and compacting the upper portion of the ditch and repairing broken or settled pavements within ten (10) days after notice from the ENGINEER or OWNER.

1.4 PAYMENT FOR COMPLETED PORTIONS

The OWNER will pay for ninety-five (95%) percent of the actual quantity of pipe laid and backfilled. The remainder shall be held in retainage.

PART 2 - PRODUCT

2.1 CONCRETE AND REINFORCING STEEL DESCRIPTION

This section covers the materials and installation of concrete and reinforced concrete for paving, structures, slabs, riprap, blocking and encasement.

- A. Concrete: Concrete materials and construction methods should conform to Texas Highway Department 2004 Standard Specifications for Construction of Highways, Streets and Bridges except as modified and amended below.

Concrete for manhole base construction, blocking and encasement shall be Class B concrete with a maximum slump of 4".

Concrete for structures and riprap shall be Class A concrete with a maximum slump of 3".

Exposed concrete slabs shall have a steel troweled finish. Exposed riprap shall be float finished.

Concrete for paving shall be Class A concrete with a slump of 1" to 3".

The concrete finish for walking surfaces exposed to the weather shall be broom finished.

- B. Reinforcing Steel: Reinforcing steel shall conform to Texas Highway Department 2004 Standard Specifications for *Construction of Highways, Streets and Bridges, Item 440, Grade 60*.
- C. Expansion Joint: Expansion joint material shall be ½" asphalt impregnated fiberboard conforming to ASTM D 1751.
- D. Testing: Compression strength tests shall be performed on all reinforced concrete. The CONTRACTOR shall retain an approved testing laboratory which shall make one compression test set of three cylinders for each day's run or separate pour. Cylinders shall be continuously cured in water until tested. The CONTRACTOR shall pay for and provide two (2) copies of test results to the ENGINEER.

2.2 PIPE MATERIALS

No materials shall be utilized which have been used for any purpose other than the conveyance of drinking water. All materials covered in this specification shall be of domestic origin only, unless noted otherwise. Similarly, all materials in this specification shall be America National Standards Institute/National Sanitation Foundation (ANSI/NSF) and America Water Works Association (AWWA)

approved. Materials utilized shall conform to applicable current American Society of Testing Materials (ASTM) Standards. The pipe shall be transported to the job site by acceptable transportation methods and the front end of the pipes shall be covered with a tarp to prevent foreign materials from entering pipes. Each load of pipe and other materials delivered to the job-site will be inspected, before unloading, by the INSPECTOR or ENGINEER to assure that it meets specifications. The ENGINEER or OWNER shall have the right to reject any load of pipe that he feels does not meet the specifications. It will be the CONTRACTOR's and pipe manufacturer's responsibility to determine if any laboratory testing is warranted. The cost of any such testing will be borne by the CONTRACTOR. Any pipe with bell or gasket damage shall be immediately rejected and replaced at no additional cost to the OWNER.

The use of pipes and pipe fittings that contain more than 8.0% lead or solder and flux that contains more than 0.2% lead is prohibited.

All plastic pipe used in public water systems must also bear the National Sanitation Foundation Seal of Approval (NSF-pw) and have an ASTM design pressure rating of at least 150 psi or a standard dimension ratio of 26 or less.

- A. PVC Pipe Materials: PVC pipe shall conform to AWWA C900, AWWA C905, or ASTM D2241. Pipe joints shall be push-on type with a thickened bell, and shall conform to ASTM D3139 with a rubber gasket conforming to ASTM F477.

Qualification for potable-water service: PVC, PE, or PB compounds used to make pipe and couplings, as well as solvent cements used, shall contain no ingredient in an amount that has been demonstrated to migrate into water in quantities considered to be toxic, as tested in accordance with Sections 3 and 4 of National Sanitation Foundation (NSF) Standard Number 14. Such compounds or products shall be tested and certified as suitable for portable-water distribution products by the NSF Testing Laboratory or the Canadian Standards Association Testing Laboratory, or any other similarly accredited testing agency acceptable to the Laboratory.

- B. Steel Pipe Materials: Steel casing pipe shall conform to ASTM A252 Grade 2 with a minimum wall thickness of 0.250 inch.

- C. Ductile Iron Pipe Materials: Ductile iron pipe shall conform to ANSI/AWWA C151/A21.51 and to ANSI/AWWA C150/A21.50 for thickness design. The pipe shall be furnished with a cement mortar lining conforming to ANSI/AWWA C104/A21.4. A gasket conforming to ANSI/AWWA for each length of pipe and suitable for the type of joint of the pipe shall be furnished and shipped in a separate container.

Push-on and mechanical joints shall conform to ANSI/AWWA C111/A21.11.

Boltless restrained joints shall conform to ANSI/AWWA C111/A21.11. The restraint shall be an approved design which provides a positive lock against joint separation. Steel locking segments molded into a gasket to grip the pipe do not meet the requirements for this joint.

Ball and socket joints are suited for underwater installations and may be used for other types of installations where an appreciable amount of joint deflection and a positive lock against joint separation are required.

Fittings for ductile iron pipe shall be manufactured in accordance with ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53, and ANSI/AWWA C111/A21.11. Fittings 406 mm (16-inch) or larger shall be manufactured of ductile iron only. Fittings shall be cement mortar lined in accordance with ANSI/AWWA C104/A21.4.

- D. Polyethylene Pipe Materials: PE pipe and fittings shall conform to AWWA C901. The pressure class shall be 200 unless otherwise indicated on the plans. Material shall be furnished with plain ends and meet the requirements of DR9 IPS for potable waterlines.

- E. Copper Tubing Materials: Copper service branches shall conform to ASTM B 88M (B 88) Type K, and be assembled using flare-type compression fittings conforming in AWWA C800. Minimum working pressure for the branches shall be 1.0 MPa (150 psi). The material shall be either coil type (temper 060 annealed) or drawn type (temper H).

Fittings for copper service branches shall be high quality copper brass with AWWA C800 dimensions.

- F. Brass Materials: Brass shall conform to the requirements of current specification ANSI B 16.5 and ASTM B584.

2.3 FIRE HYDRANTS:

Fire hydrants shall be Mueller or approved equal, and shall conform strictly to the latest edition of AWWA specification C-502, with the following changes or additions and supplementary details where applicable:

- Type of shut-off shall be compression.
- Inlet connection shall be 6" standard mechanical joint, complete with all joint accessories. Inlet valve shall have not less than a 5" opening.
- All hydrants shall be equipped with two 2-2" hose nozzles and one 4-2" steamer nozzle.
- The hydrant bury shall be 3-2" plus the diameter of the main to which it is connected, rounded to the nearest half foot or as shown on plans.
- A drain opening will be required and drain valves operating by springs or gravity is not acceptable.
- All fire hydrants shall open by turning to the left (counterclockwise).
- All fire hydrants shall be primed with a suitable rust inhibiting metal primer. After installation, hydrants shall be painted with two coats of bright red machinery enamel or color as indicated on plans.
- The body of the hydrant shall be equipped with a breakable flange, or breakable cast iron flange bolts just above the grade line.
- All hydrants shall be of such design as will permit their extension without excavating in case of future grade changes.
- The complete hydrant shall be of such design that when the hydrant barrel is broken through traffic collision, it may be replaced without excavating or breaking the pavement. The barrel and operating mechanism shall be so designed that in case of accident, damage or breaking of the hydrant above or near the grade level, the main valve will remain reasonably tight against leakage or flooding.
- All hydrant installations shall include a swivel coupling as may be necessary.
- Fire hydrants shall be located as shown on the plans or as directed by the ENGINEER and shall be set truly vertical at finish grade height with the base resting up on a stone or concrete slab four (4) inches thick approximately twenty-four (24) inches square. The base of the hydrant shall be surrounded by not less than five (5) cubic feet of clean crushed stone or gravel, size one (1) inch to two (2) inches. Pipe joints shall be made as specified for pipe laying. The hydrants shall be carefully and substantially blocked against firm trench walls with sound stone, sound slabs of old concrete or 2,000 psi concrete, but no additional pay will be allowed for same.
- Where required by local code requirements or as shown on the plan sheets, street reflectors indicating the presence of a fire hydrant shall be installed.
- All fire hydrants shall be painted in accordance with the local code requirements, manufacturer's specifications, and OWNER's requirements unless otherwise shown on the plan sheets.

2.4 SERVICE LINES:

The service lines shall be as follows: ¾" and 1" -- Type K Copper or HDPE Polyethylene 1-2" and larger -- Type K Copper, HDPE Polyethylene, or 200 psi PVC or other material as may be shown on the plans.

2.5 METER BOXES:

Meter boxes shall be as indicated on the plan sheets and approved by the ENGINEER or OWNER.

2.6 VALVES

- A. Gate Valves: Gate valves shall be designed for a minimum water working pressure of not less than 150 psi. Valves shall be FIP, Flanged or MJ as required for the piping in which they are installed. Valves shall be resilient seat only. Gate valves shall have a clear waterway equal to the full nominal diameter of the valve, and shall be opened by turning counterclockwise. The operating nut (underground) or wheel (above ground) shall have an arrow, cast in the metal, indicating the direction of opening. Each valve shall have the maker's initials, pressure rating and a year of manufacture cast on the body. Prior to shipment from the factory, each valve shall be tested by hydraulic pressure equal to twice the specified hydrostatic working pressure. Valves two inches and larger shall be square operating nut, brass mounted, double disc, non-rising screw and shall conform to the requirements of the AWWA Standard C515, or to Federal Specification WW V-58, Class A. Smaller valves shall be brass or bronze, in accordance with Federal Specification WW-V-54. Gate valves shall be Mueller Mechanical Joint Resilient Seat Gate Valve Open Left or approved equivalent. Handwheel valves only allowed in above ground application.

All valves shall be installed as shown on the plans, and in accordance with the appropriate material specifications. For each gate valve, the CONTRACTOR shall furnish and install a valve box as shown on plans.

Valves shall be carefully handled and lowered into position in such a manner as to prevent damage to any parts of the valve. Gate valves shall be supported by a concrete block.

Valves shall be placed in such positions as indicated on the plans with the stem in a vertical position and securely held until all connections have been made.

Gate valves and pipefittings shall be set and jointed to new pipe in the manner described herein for cleaning, laying and jointing pipe. Mechanical joint valves will be installed unless specified otherwise.

- B. Check Valves: Unless otherwise specified, all check valves for service taps will be the silent spring loaded double check type as approved by the ENGINEER or OWNER.
- Water Distribution check valves shall be weight and lever type as manufactured by Watts, Mueller, Clow, or approved equal or as shown on plans.
- C. Air Valves: Air valves shall be the float and lever type, or equal, or the vacuum breaker type, as is manufactured by the APCO No. 145C or approved equal or as shown on plans.
- D. Miscellaneous Valves: Flush, blow-off, air relief and pressure-regulating valves shall be of types and sizes and at the location shown on the Plans. All valves and associated materials shall be of domestic origin. Pressure regulating valves shall be of the quality to provide the utmost protection for service lines. Air-relief and pressure regulating valves shall be Cla-Val or approved equal. Gate valves used on flush valve assemblies shall be Mueller FIP Resilient Seat Gate Valve, or approved equal.

2.7 VALVE BOXES

Valve boxes shall be 6" PVC, SDR-35 pipe complete with valve box mushroom lid, Tyler cast iron adjustable, or as shown on the Detail Sheet. Boxes shall be installed over each outside gate valve and shall rise to a height of 6" above natural ground at the valve location. Valve boxes shall be firmly supported and maintained centered and plumb over the wrench nut of the gate valve. The box cover shall be set flush with the surface of the ground or at such other level as may be directed. If valve is located in a ditch, the riser may need to be extended more than 6" above natural ground. Locations for these extended risers shall be designated by ENGINEER or OWNER. Valve box covers to have "W" imprinted on them. Signs to be placed at each valve box for each valve. However, only one valve sign is required per valve cluster. Valve boxes shall be installed where shown on the drawings and as directed by the ENGINEER. Valve boxes shall be centered on the valves. Where feasible, valves shall be located outside the limits of roads and streets. Earth fill shall be carefully tamped around each valve box to a distance of 4 feet on all sides of the box, or to the undisturbed trench face, if less than 4 feet.

2.8 VALVE EXTENSIONS

Valve extensions shall be placed on all valves greater than or equal to 5 feet below grade.

2.9 FITTINGS

Fittings 2" and larger shall be compact mechanical joint ductile iron with appropriate accessory sets to match the outside diameters of mainline piping. Fittings shall conform to ANSI/AWWA G153 and joints shall be in accordance with ANSI/AWWA C-111/A21.11. The working pressure rating shall be 350 psi for all sizes of piping and fittings. Flanged fittings shall have full body dimensions and also be rated for a working pressure of 350 Psi. Underground fittings shall be asphalt coated outside in accordance with ANSI/AWWA C151. Above ground fittings shall be painted if shown on the Plans. Fittings shall have cement mortar lining inside in accordance with ANSI/AWWA C104. All coated fittings shall meet or exceed the requirements of NSF-61. Fittings shall be manufactured by Tyler or approved equal. Gaskets for mechanical joints shall conform to ANSI/AWWA C-111. Gaskets for flanged joints shall be 1/8 inch thick rubber, either ring or full face, conforming to dimensions in ANSI/AWWA C-115. All accessory packs must match brand of fitting. Accessory packs shall be Tyler or approved equal.

Fittings, smaller than 2", shall be PVC or as shown on plans as manufactured by Harco or equal. Plastic fittings shall be joined by solvent weld.

All valves and fittings shall be restrained with Mega-Lug 2000 or Series 1100 Ford Uni-Flange Series 1500-S or equal style restraining devices as may be shown on plans or as approved by the ENGINEER at each connection point. Restraint for PVC pipe joined with standardized mechanical joint fittings shall be incorporated in the design of the follower gland and shall provide full circle contact and support of the pipe wall. Restraint shall be accomplished by a series of ring segments mechanically retained inside the gland housing and designed to grip the pipe wall in an even and uniform manner. Restraining ring segments shall be actuated by bolts featuring "Auto-Tork" twist off heads to ensure proper installation torque is applied. A safety stop on the Auto-Tork bolt shall limit the force applied to the ring segment against the pipe. All components of the restrainer, including the gland, bolts, and restraint segments shall be of high strength ductile iron, ASTM A536, Grade 65-45-12. The manufacturer of the retainer glands shall be registered to the International Standards Organization for the ISO 9001 standard (as a minimum) for quality. The saddles shall be listed in the Underwriters Laboratories Listing of Drinking Water System Components in Accordance with ANSI/NSF 60 & 61.

Bell and spigot joints for piping immediately upstream and downstream of fittings that are less than a full joint of pipe shall be restrained with Ford Uni-Flange Series 1390 or approved equal as may be required. Restraint devices for PVC pipe shall incorporate a series of machined serrations (not "as cast") on the inside diameter to provide positive restraint, exact fit, and 360° contact and support of the pipe wall. Restraint devices shall be manufactured of high strength ductile iron, ASTM A536, grade 65-45-12. Bolts and connecting hardware shall be manufactured of high strength, low alloy material in accordance with ANSI/AWWA C-111. All restraint devices shall have a working pressure equivalent to the full rated pressure of the PVC pipe on which they are installed, with a minimum 2:1 safety factor when tested in a dead end situation. Restraint devices shall meet or exceed the requirements of Uni-B 13-94 *Recommended Performance Specification for Joint Restraint Devices for Use with Polyvinyl Chloride Pipe*.

One-Bolt epoxy coated ductile iron with integral restrained joints fittings may be substituted for the conventional ductile iron fittings with external restraining devices if shown on plans or approved by OWNER/ENGINEER.

2.10 TRACER TAPE

The tracer tape shall be a minimum of 2" metallic tape detectable mesh for marking and detecting buried underground utilities if required.

2.11 TRACER WIRE

The tracer wire shall be designed specifically for the purpose of detecting buried utilities. Tracer wire shall be solid-core 12 AWG (minimum) copper wire coated with a 30-mil (minimum) polyethylene jacket designed specifically for buried use, or equal as approved by ENGINEER.

2.12 TEST STATION

The test station is designed specifically for the purpose of terminating tracer tape or tracer wire and shall have a minimum of two leads, Little Fink manufactured by COTT Manufacturing or equivalent approved by the ENGINEER. Blue is the color of choice for waterlines.

2.12 TAPPING VALVES AND SLEEVES

Tapping valves shall be in accordance with Gate Valves of this specification. Ends shall be flanged by mechanical joint. Sleeves shall be cast iron and epoxy coated as manufactured by Smith-Blair or approved equivalent. Bolts shall be stainless steel.

2.13 INSULATION

All exposed piping, fittings, and valves shall be insulated with a pre-formed fiberglass insulation such as Johns-Manville's Micro-Loc 650 with aluminum jacket or equal.

2.14 FLUSH VALVES AND HYDRANTS

Flush valves shall be as shown on plans. If designated, flush hydrants shall be installed and shall be Eclipse Post Hydrant #2 or equal with on 2-½" NST nozzle and 2" MJ inlet or as shown on plans.

2.15 VALVE, WATERLINE, TEST STATION MARKERS

A high visibility, flexible, durable white marker post, 4" x 66", with sharp blue contrasting color incorporating the international "no Dig" symbol and all weather decal WARNING WATER PIPELINE; Rhino 3-Rail or equivalent or as shown on plans.

2.16 COLD WATER METERS

The cold-water meters shall conform to AWWA Standard C-700-6 1 T. All meters shall be as shown on plans.

2.17 MISCELLANEOUS METER MATERIALS

A. Meter tapping Saddles: Service Saddles shall conform to AWWA Standard C-800 and latest revisions. C83 600 and AWWA C-800. Saddles 1-½" through 8" shall be of the one-piece design style and have its top and bottom section hinged together with a silicon bronze pin. A slotted hex head screw (5/16" x 1-½" long for 1-½" through 8" Saddles) is used to tighten the upper and lower castings around the pipe (two screws for 1-½" & 2" taps). The saddle shall provide 360-degree support of the pipe, at least 2" wide. This specification is for 1-½" through 8" nominal pipe size saddles. The saddles shall conform to the Uni-Bell PVC Pipe Association and the American Water Works Association recommendations for saddles used on PVC pipe. The saddle shall be manufactured in the United States and submitted for listing in the Underwriters Laboratories Listing of Drinking Water System Components in Accordance with ANSI/NSF 60 & 61. Saddles shall be Ford or Mueller Series or approved equal.

B. Corporation Stop: The ¾" corporation stop shall have ¾" male iron pipe taper thread (MIPT) inlet by ¾" compression outlet connections and conform to AWWA Standard C800 and latest revisions regarding thread types and diameters. The ¾" Corporation Stops shall be Ford or Mueller or approved equal.

Two-inch (2") Corporation Stops shall be of the ball valve type, meeting AWWA Standard C800. The Inlet connection shall be 2" male iron pipe threads. All thread types and diameters shall conform to AWWA C800. Corporation Stop outlets will be supplied with 2" female iron pipe threads or copper compression as shown on plans. 2" Corp Stops shall be Ford or Mueller or approved equal.

C. Angle Stop Ball Valve: The ¾" angle stop shall have ¾" copper compression inlet by meter swivel nut outlet connections and conform to AWWA Standard C800 and latest revisions regarding thread types and diameters. The valve shall be a substantial tee head for opening and closing with a 360-degree rotation of a standard slotted wrench and shall have padlock wings to lock the valve in the closed position. The manufacturer of the Angle Stops shall be registered to the International Standards Organization for the ISO 9001 standard (as a minimum) for quality. The Angle Stop shall be manufactured in the United States and submitted for listing in the Underwriters Laboratories Listing of Drinking Water System Components in Accordance with ANSI/NSF 60 & 61. Angle Stop Ball Valves shall be Ford or Mueller or approved equal.

- D. Meter Couplings: This specification covers Meter Couplings for 5/8" x 3/4" meters. The service line connection shall be 3/4" NPT, Male Iron Pipe. The meter coupling shall conform to AWWA Standard C700 or latest revision, regarding thread types and diameters. The meter swivel nut shall rotate freely without binding and shall be drilled with a hole for a seal wire. The manufacturer of the couplings shall be registered to the International Standards Organization for the ISO 9001 standard (as a minimum) for quality. The Corporation Stop shall be manufactured in the United States and submitted for listing in the Underwriters Laboratories Listing of Drinking Water System Components in Accordance with ANSI/NSF 60 & 61. Couplings shall be Ford or Mueller or approved equal.

2.18 EXCAVATION MATERIALS

A. SELECT MATERIAL

Excavated material which is free of rocks, lumps, organic material, clods or debris which are larger than 6" in the largest dimension or other maximum size indicated on the plans, whichever is smaller.

B. GRANULAR MATERIAL (SAND)

Material which is free of detrimental quantities of clay, debris or organic material and which when tested by standard laboratory methods meets the following requirements:

Maximum liquid limit	45
Maximum plasticity index	15
Minimum plasticity index	4
Maximum percent passing No. 200 sieve	15
Minimum percent passing 3/4" sieve	100

The material shall be free flowing and when wet shall not adhere to form a ball when pressed in the hand.

C. CRUSHED STONE - STANDARD GRADATION

Crushed stone consisting of hard durable limestone or quartzite particles and meeting the following requirements:

Passing 2" sieve	100%
Passing 1 1/2" sieve	95 - 100%
Passing 3/4" sieve	35 - 70%
Passing 3/8" sieve	0 - 15%
Passing No. 4 sieve	0 - 5%
Passing No. 10 sieve	Less than 2%

D. CONCRETE

Conform to ASTM C94. The compressive strength of the concrete shall contain at least 2000 psi and shall contain at least four (4) sacks of cement per cubic yard.

PART 3 - EXECUTION

3.1. EXCAVATION

CONTRACTOR shall have certified excavation-competent operators, with a minimum five (5) years experience, on job site at all times.

- A. General: All excavation shall be unclassified and will not be measured or paid for as a separate bid item. The cost of excavation shall be included in the contract price for the related items of work in the Bid Proposal. Excavation shall include the removal of any trees, stumps, brush, debris or other obstacles that may obstruct the line of work, and the excavation and removal of

all earth, rock or other materials to the extent necessary to install the pipe and appurtenances in conformance with the line and grades shown in Plans, or as specified. The CONTRACTOR shall keep the area free of spoil for a sufficient distance back from the edge of the excavation in order to avoid overloading and to prevent slides or caving. The excavated materials shall be kept trimmed in such a manner as to be of as little inconvenience as possible to the public and adjoining property owners. At street crossings, sidewalks, and other places where the ENGINEER deems necessary, the trenches shall be bridged in a secure manner so as to prevent serious interruption of travel and to provide access to fire hydrants and public and private premises. Such bridging shall be approved by the ENGINEER.

B. TRENCH AND EXCAVATION SAFETY

1. After award, the CONTRACTOR shall submit to the OWNER six (6) sets of a trench excavation plan for record purposes. This excavation plan must be designed and sealed by a professional engineer registered in the State of Texas with professional experience in Soil Mechanics.
2. The CONTRACTOR is responsible for obtaining borings and soil analysis as required for plan design. The trench excavation plan shall be designed in conformance with OSHA standards and regulations.
3. No trenching in excess of 5 feet below existing grade will be allowed until this plan is reviewed. Any changes in the trench excavation plan after initiation of construction will not be cause for extension of time or change order and will require the same review process. The CONTRACTOR accepts sole responsibility for compliance with all applicable safety requirements.
4. The plan is for information and record purposes only.

- C. Maximum and Minimum Width of Trenches: The sides of all trenches shall be cut as nearly vertical as possible. Unless otherwise specified on the Plans, the minimum width of trench in which the pipe may be installed shall not be less than 12" plus the outside diameter of the pipe, and the maximum width shall not be more than 20" plus the outside diameter of the pipe, measured at an elevation in the trench which is 12" above the top of the pipe when it is laid to grade.
- D. Clearing: The entire work area shall be cleared of all trees, stumps, brush and other matter except for such trees and brush as may be designated by the ENGINEER or OWNER to be saved. Trees and brush designated to save shall be marked and trimmed and shall be protected from scarring and other damage during construction. Any cuts or scarring shall be painted with an acceptable pruning paint as approved by the ENGINEER.
- E. Grubbing: All areas required for construction of structures, channels, embankments, or pavements shall have stumps and roots removed to a depth of a minimum of 2 feet below the excavated elevation.
- F. Fencing: All fences which are interfered with during construction shall be removed, salvaged, reconstructed and/or replaced after completion of the work. Fences shall be replaced or repaired to an equal or better condition than original. Temporary fences shall be placed and removed where livestock or security is required at the CONTRACTORS expense and at the direction of the ENGINEER or OWNER.
- G. Dewatering Excavations: The CONTRACTOR shall immediately remove all surface or seepage water from sewers, drains, ditches, and other sources which may accumulate during the excavation and the construction work, by providing the necessary under-drains or otherwise, and by doing he necessary pumping, bailing or draining. The CONTRACTOR shall have available at all times sufficient pumping equipment in proper working order for doing the work herein required. All water removed from excavations shall be disposed of in an approved manner, so as not to create unsanitary conditions, nor to cause injury or damage to persons or property, or damage to the work in progress, nor to interfere unduly with the use of streets, private driveways or entrances. Pumping, bailing and draining, under-drains, and ditches shall be considered as incidental work and will not be paid for as separate items, but their cost shall be included in such contract prices as are provided in the contract.

- H. Shoring: Trenches shall be sheeted, braced or shored to the extent necessary to maintain sides of the trench in a safe manner. Excavations, trenching and shoring shall be in accordance with Subpart P, Construction Industry, OSHA Safety and Health Standards or other applicable standards.
- I. Subgrade in Natural Soil: Where a firm and stable foundation for the pipe can be obtained in a natural soil and where special embedment is not specified or shown on the plans, the bottom of the trench shall be carefully and accurately trimmed to fit the lower portion of the pipe barrel. Should the excavation be carried below grade, except where specified, the CONTRACTOR shall at his own expense refill the trench to the proper grade with selected backfill material approved by the ENGINEER. The backfill material shall then be compacted by methods approved by the ENGINEER.
- J. Subgrade in Rock: If the bottom of the excavation for the waterline is found to be in rock or other hard material that cannot be excavated to a true sub-grade and shaped to provide uniform bearing for the pipe barrel, the rock or other material shall be removed to a depth not less than three inches below sub-grade and the bottom of the trench brought to true sub-grade elevations by filling with pea gravel or suitable rock cuttings and shavings from the excavation and compacting by means of tamping until a firm and uniformly unyielding foundation is obtained, as specified by the ENGINEER. No extra payment will be made for this work unless specified elsewhere herein.
- K. Soft Subgrade: Where soft or sponge material is encountered in excavation at subgrade level to the degree that a firm foundation cannot be obtained for the pipe line, the unsuitable materials shall be removed upon direction of the ENGINEER to such a depth that by replacing the unsuitable material with sand or gravel a firm and stable foundation can be secured. No extra payment will be made for this work unless specified elsewhere herein.
- L. Disposal of Excavated Materials: Suitable excavated materials shall be piled adjacent to the work to be used for backfilling. Excavated materials unsuitable for the backfilling, or in excess of that required for backfilling, shall be disposed of by the CONTRACTOR at locations designated on the Plans or approved by the ENGINEER. Desirable top soil, sod, etc., shall be carefully piled separately and replaced in its original position when required. Excavated materials shall be handled at all times in such a manner as to minimize the inconvenience to public travel and to permit safe and convenient access to private and public property adjacent to or along the line or work. In parkways and easements where it is necessary to deposit excavated materials on lawns or other green areas during the work, burlap or similar materials shall be placed on the lawn to prevent contact between excavated materials and the lawn. No extra payment will be made for this work unless specified elsewhere herein.
- M. Private Road Crossings: Where the waterline crosses private or farm roads the CONTRACTOR shall conduct his work so as to cause the least inconvenience to the property OWNER involved and upon completion of backfilling shall restore the road to a condition as good as, or better than, that in which it was originally, as determined by the ENGINEER. Replacement will be of the same type and quality as the original surface as shown on the Plans or as specified below.
- N. Street, Roadway and Railroad Crossing Excavation: Where the waterline crosses a street, roadway, driveway, highway or railroad the method of excavation shall meet the requirements set forth herein and as shown on the Plans. Public Street, roadway, railroad crossings shall be bored regardless of pavement type, unless clearly designated as open cut on the Plans.
1. Open Cut Where open cuts are allowed through roadways the side of the trench shall be kept as nearly vertical as possible and, where necessary, shall be sheeted and braced to prevent caving. The trenches shall be backfilled as shown on the Plans and compacted to 95% Standard Proctor. The pavement replacement shall be of the same type and quality as the original surface as shown on the Plans or as specified below.
- PAVED ROADWAYS will not be open cut, unless specifically noted on the Plans. In all cases when open cuts are allowed through pavements, the methods of construction must meet the requirements of the appropriate agency in all respects, superceding these requirements and those shown on the Plans.

2. Boring, Jacking or Drilling: Where indicated on the Plans and/or as directed, the pipe will be pushed or jacked under roadways; or the pipe will be installed in a casing that has been placed under the roadway by boring, jacking or drilling. Casing shall be steel (0.25 minimum wall thickness), PVC SDR-21, or Polyethylene SDR-21 as indicated on plans. Casing shall have casing spacers and molded end seals (Maloney Type or Equal), where indicated on plans. Spacers shall be appropriate for the weight of the carrier pipe and shall be spaced along the pipe as recommended by the manufacturer. In the absence of such guidelines, three spacers shall be equally spaced on each pipe joint for all pipe sizes. Molded rubber casing end seals shall be installed using stainless steel bands on both the carrier pipe as well as the casing. Overlapping, adhesive-type end seals are not acceptable.

- a) Bores and Encasement Description: Work under this item shall consist of furnishings all materials, equipment and labor for installing complete Street Bore, Highway Bore, or Railroad Bore and Encasement where required.

The OWNER will obtain a permit from the City, County, Texas Department of Transportation and/or the railroad company for these crossings. The CONTRACTOR will be required to abide by the terms of these permits. This will include the CONTRACTOR giving proper notice of the time he expects to begin work on each crossing, to the proper railroad or highway official at the appropriate time.

Materials: Encasement pipe shall be heavy weight steel pipe of sufficient size to permit passage of carrier pipe. The minimum length of encasement pipe shall be determined as indicated on the plans. The encasement pipe shall be tightly jointed to prevent leakage. The ends of the pipe shall be plugged with clay core to prevent entrance of excessive ground water.

Carrier pipe shall be of the size and class shown on the plans.

Construction: The encasement shall be installed with even bearing throughout its length and all voids between earth and encasement pipe shall be filled with grout or other methods approved by the ENGINEER. Any settlement or damage to highway caused by boring and encasement operations will be the CONTRACTOR's responsibility and his own expense.

For boring the CONTRACTOR will be permitted a tolerance from exact grade or alignment of 1" per 100 feet.

All excavations within the right-of-way and not under surfacing shall be backfilled by tamping in 6" horizontal layers or by ponding. All surplus material shall be removed from the right-of-way and the excavation finished flush with surrounding natural ground.

Where sodding is disturbed by excavation or backfilling operations, such areas shall be replaced by mulch sodding on all slopes of 2% or less. All slopes over 2% shall be replaced by block sodding.

Highway crossing under surfaced roads and under surfaced cross roads and surfaced driveways within the right-of-way shall be placed by boring.

Operations along highways shall be performed in such manner that all excavation material be kept off the pavements at all times, as well as all operating equipment.

Barricades and warning signs and flagmen when necessary shall be provided by the CONTRACTOR or OWNER.

- b) Driveway Bore Description: Work under this item shall consist of furnishing all materials, equipment, labor and incidentals for installing a complete driveway bore.

Materials: The proposed crossing or bore shall not require encasement pipe unless shown on plans. The carrier pipe shall be of the type and class as called for on the Plans.

Construction: Carrier shall be installed by boring. All voids between carrier pipe and the bored hole shall be filled with grout, soil cement, or other materials approved by the ENGINEER.

Carrier pipe joints shall be so arranged that the middle of the carrier pipe, when installed, shall be directly in line with the centerline of the driveway.

Any chipping or other damage of the concrete driveway being bored shall be repaired to its original condition all at the CONTRACTORS expense.

3. Street and Drive Repair Description:

This item shall govern the repair of streets or driveway pavement which has been damaged by the construction of underground utilities.

Excavation and Backfilling: The CONTRACTOR shall excavate the trench with every effort made to keep the trench width to a minimum. Asphalt and oil pavement cuts shall be made in a neat and workmanlike manner and concrete pavement shall be saw-cut unless otherwise approved by the ENGINEER.

After the pipe has been laid and bedded, the trench shall be backfilled with select material free from rock, large lumps, or other unsuitable material. The backfill material shall be placed in layers not exceeding 4" of thickness and shall be tamped on both sides of the pipe. Mechanical tamping will not be allowed until there is a minimum of 12" of soil covering the pipe. The backfill shall be completely tamped from bottom to top and shall have a minimum of 95% Mod ASTM 1557 density.

Pavement Patch: Street and driveway pavements shall be replaced as shown on the plans for the particular type of pavement.

The pavement patch is to be constructed in a neat and workman like manner, and the CONTRACTOR shall make every effort to provide a smooth riding surface.

- O. Use of Explosives: Unless prior written permission is received from the ENGINEER and OWNER, no blasting will be allowed on this project. Bonds may be required from the blaster prior to receiving such permission. If approved, the CONTRACTOR shall advise the ENGINEER and OWNER regarding the scheduling of such work. Should the CONTRACTOR elect to use explosives in the performance of the work, they shall be used with utmost precaution, and no blasting shall be done within one hundred (100) feet of the completed work or exposed pipes, conduits, and other related materials, and the CONTRACTOR shall assume all liability for any injury or damage to persons or property resulting from such usage. Only a sufficient quantity of explosives for the immediate day's work shall be kept on hand by the CONTRACTOR. Caps, exploders, and explosives shall be stored separately. The CONTRACTOR shall be responsible for, and shall make good any damage caused by blasting or accidental explosion.
- P. Depth of Trench: All piping and associated appurtenances shall have a minimum cover 36" or as shown on plans. Depth of excavation should not exceed 60", unless required by significant grade changes. The CONTRACTOR is responsible for providing an OSHA-approved trench safety system in the event that the excavation depth exceeds 60". See Section 1002 for trench excavation safety systems.
- Q. Pipe Laying:
1. Pipe Handling: Pipe shall be handled in such a manner as will prevent damage to the pipe, pipe lining or coating. Pipe and fittings shall be loaded, unloaded, and placed using hoists and slings in a manner so as to avoid shock or damage. Under no circumstances shall they be dropped or skidded, or rolled against other pipe.
 2. Pipe Cutting: Whenever it becomes necessary to cut a length of pipe, pipe ends shall be square with the longitudinal axis of the pipe and otherwise smoothed so that good connections can be made. Pipe shall be cut by cutters recommended by the manufacturer. Ductile iron pipe shall not be cut by oxyacetylene torch. Field-cut pipe lengths shall be filed or ground to obtain a chamfer on the outside of the pipe, according to the manufacturer's recommendations. Rough or sharp edges shall be removed from the cut end.
 3. Pipe Laying: Pipe and fittings shall be clean when laid. Precautions shall be taken to prevent floating. The pipe shall be placed on the trench bottom or bedding. After the pipe has been aligned, jointed, and thrust blocking placed, the pipe shall be secured in place with approved backfill material. At times when pipe laying is not in progress, the open ends of the pipe shall be closed by a watertight plug.

4. Pipe Laying on Curves: If the pipe is shown curved in the plans, the curves shall be accomplished by special fittings or by deflecting the joints in accordance with the manufacturer's recommendations. Joint deflections shall not be permitted at valves.
When rubber-gasketed pipe is laid on a curve, the pipe shall be jointed in a straight alignment and then deflected to the curved alignment. Trenches shall be made wider on curves for this purpose.
5. Pipe Laying where earth grading is necessary: Where a pipe is to be placed within an embankment or the top of the pipe is above the existing ground, the embankment shall be constructed to at least 150 mm (6 inches) above the top of the pipe before trenching for the pipe. The trench shall then be excavated to the minimum width necessary for the proper placing and backfilling of the pipe.
6. Tracer Tape: Tracer tape shall be installed over copper and non-metallic water lines including service lines **only if shown on plans**. The tracer tape shall be placed approximately 0.3 m (1 foot) above the top of the line and shall extend its full length. Tracer tape shall be a detectable type and shall be marked "WATER". Tracer tape shall also be brought up at distances not to exceed 1,000 feet in test stations as shown on Detail Sheet. After installation, tracer tape shall be spot-tested to ensure continuity.
7. Tracer Wire: Tracer wire shall be installed in the same trench with nonmetallic pipe during pipe installation. The tracer wire shall be designed specifically for the purpose of detecting buried utilities. It shall be taped with vinyl electric tape to the pipe at a minimum of 3 locations per joint (not to exceed 6-½ foot spacing) or as required by ENGINEER or INSPECTOR to insure that the wire remains on top of pipe. The tracer wire shall be securely bonded together at all wire joints with waterproof, jelly-filled wire nut splice connectors to provide electrical continuity. Tracer wire shall also be brought up at distances not to exceed 1,000 feet in test stations as shown on Detail Sheet. After installation, tracer wire shall be spot-tested to ensure continuity.
8. Test Stations: Test stations shall be installed at approximately 1,000' intervals next to a physical barrier i.e. utility pole, fence line, tree, etc to provide physical security for the test station.
9. Valve and Test Station Markers: shall be installed next to the item to identify physical location of and provide security. Waterline markers shall be installed at property/fence lines and road crossings.
10. Blocking and Wedging: Fire hydrants, valves and fittings shall be laid on concrete blocks and held in position by hardwood wedges. Blocks shall be bedded firmly in the bottom of the trench with uniform bearing and with the long dimension of the block perpendicular to the pipe barrel. Blocks shall be level across the trench and the proper number of blocks placed one upon the other to bring the fittings to the required grade for jointing.
11. Thrust blocking: Plugs, caps, tees, hydrants, and elbows or bends having a deflection of 1 1/4 degree or greater shall be provided with concrete thrust blocking. The blocking shall be TxDOT Class B concrete placed between firm original undisturbed earth and the fitting to be anchored. The concrete thrust blocking shall be placed and shaped in a manner satisfactory to the ENGINEER with the thrust force contained by the blocking. The blocking placement shall allow for pipe and joint accessibility or repair.
12. Restrained joints and fittings: In addition to thrust blocking, valves and fittings shall be restrained by approved joint restraint devices. Bell and spigot joints for piping immediately upstream and downstream of fittings that are less than a full joint of pipe shall be restrained with Ford Uni-Flange Series 1390 or approved equal as may be required. The devices shall be protected against corrosion by protective coatings or the application of an asphaltic coating. If polyethylene encasement is specified, the encasement shall cover the entire assembly. Restraining devices may be used in lieu of concrete thrust blocking only when approved by the ENGINEER.

3.2 BACKFILLING

No backfilling shall occur until the OWNER or ENGINEER has approved the installation.

Backfilling shall include the refilling and consolidating of the fill in trenches and excavations up to the surrounding ground surface or road grade at crossings.

Backfilling shall be done with good earth, sand or gravel as shown on plans and shall be free from large rocks or hard lumpy materials unless the rocks or lumps are not more than approximately 4" in greatest diameter and are scattered in the spoil. No material of a perishable, spongy, or otherwise deleterious nature shall be used in backfilling. If rock is encountered, sand bedding free of lumpy clay shall be used around piping. See Detail Sheet for sand bedding.

Excavated material, which is suitable for backfilling, and excess material shall be disposed of in a manner approved by the ENGINEER. Except in cultivated fields, surplus spoil may be neatly distributed and spread on the right-of-way, which shall be left in a clean and sightly condition.

Where construction enters the limits of State or County rights-of-way, the CONTRACTOR shall comply with the special requirements of those agencies with respect to backfilling.

- A. Embedment: Work under this item shall be installed as per the plans and specifications around all pipes except where otherwise noted. Granular embedment material shall be free flowing sandy or gravel material which contains no clay and is free of organic material. The material shall be approved by the ENGINEER.
- B. Borrow: Where sufficient fill and backfill materials are not available in such quantity as necessary to properly backfill, borrow material shall be provided by the CONTRACTOR at his expense and shall be approved by the ENGINEER.
- C. Testing: Tests may be required by the ENGINEER for backfill or embedment density. Initial tests shall be at the expense of the OWNER. In the event of a test failure CONTRACTOR shall be responsible for additional costs associated with additional testing.

3.3 BLOCKING TRAFFIC AND BARRICADES

The CONTRACTOR will not be allowed to completely block traffic on any major thoroughfare or dead end street, and shall keep inconvenience to the public to a minimum. It shall be the CONTRACTORS responsibility to provide any signs, barricades, or lights needed to warn the public about construction, or obstructions on the road, and to inform the City of his approximate schedule of construction.

3.4 TESTS FOR WATER LINES

- A. Hydrostatic Pressure Test: After the pipe is laid, the joints completed, and the trench backfilled.
 1. Description:
 - a. This section specifies hydrostatic testing all pipes having a pressure rating more than 20 psi. Follow AWWA C605-94, Underground Installation of PVC Pressure Pipe and Fittings for Water and/or AWWA C600, Installation of Cast Iron Water Mains, Section 13, Hydrostatic Tests.
 - b. Test waterlines in sections so that the maximum pressure at the lowest point in the section being tested does not exceed 120 percent at the nominal pressure rating of the pipe and the minimum pressure at the highest point in the section being tested is at least 80 percent of the pressure rating. The nominal pressure rating for all potable water systems is not less than 150 psi. Permission to vary from these pressure ratings shall be obtained from the ENGINEER.
 2. Leakage Allowance:
 - a. No pipe installation will be accepted until the leakage is less than a rate equal to ten (10) gallons per inch of nominal diameter of waterline per mile over a twenty-four (24) hour period.
 - b. Leakage is defined as the quantity of water supplied into the newly laid pipe, or any valved section of it, necessary to maintain the specified leakage test after the pipe has been filled with water and the air expelled.
 3. By Contractor:

Furnish pump, pipe connection and all necessary apparatus including gages and meters to allow continuous pumping at specified constant pressure for duration of test. Also, provide

all test plugs required to test the line. CONTRACTOR is responsible for costs associated with all bacteriological tests.

4. By Owner:

The OWNER will furnish water for filling lines and any 3rd party tests (except bacteriological tests) through existing mains or fire hydrants the first time. Subsequent fillings and tests shall be at the expense of the CONTRACTOR.

5. Test Procedure:

- a. Slowly fill the piping system with water and supply the specified test pressure by means of a pump connected to the pipe in a satisfactory manner.
- b. Before applying the specified test pressure, expel all air from the pipe. To accomplish this, make taps, if necessary, at the points of highest elevation and afterwards tightly plug them.
- c. The duration of each pressure test shall be a minimum of four hours after the line has been brought up to test pressure. Maintain pressure within the limits specified in paragraph 1.b. Continue all pressure tests until the ENGINEER is satisfied that the waterline meets the requirements of these specifications.
- d. At intervals during the test, inspect the entire route of the waterline to find any leaks or breaks. Remove and replace any defective joints, cracked or defective pipe, fittings or valves discovered in consequence of this pressure test with sound material in the manner provided, and repeat the test until satisfactory results are obtained.
- e. Should any test of pipe in place show greater leakage than that specified, the CONTRACTOR shall at own expense, find and repair the defective joints until the leakage is within the specified allowance.
- f. Bear the cost of purchasing water for refilling the line should any section of line fail to pass the pressure test.

B. Removal of Air: In the event air is admitted to the waterline after being expelled for the hydrostatic tests, such air shall be removed prior to completion of the system and acceptance by the OWNER. In no case shall the system be placed in operation prior to the removal of the air.

C. Disinfection of Water Mains:

1. Description:

- a. This section specifies the procedure for disinfection of the potable water system, and overall conforms to AWWA C651, Disinfecting Water Mains.
- b. During the construction operations, workers shall be required to use utmost care to see that parts of the structures, inside pipes, fittings, jointing materials, valves, etc., the surface of which contact potable water, are maintained in a sanitary condition.
- c. Every effort must be made to keep the inside of the pipe, fittings, and valves free of all foreign matter, sticks, dirt, rocks, etc. As each joint of pipe is being laid, it must be effectively swabbed so that all foreign matter is removed. Placing dry powdered chlorine in the waterline will not be permitted. All fittings and exposed open ends of pipe must be blocked or capped until the line is completed.
- d. Disinfection of the line or any section thereof shall not be commenced until the ENGINEER review of the method, apparatus, disinfecting agent and the section of the line has been obtained.

2. Chlorine (Cl₂): Seventy (70) percent calcium hypochlorite or equal.

3. Disinfection Procedure:

When the entire waterline or certain selected sections thereof have been completed, tested and made ready for turning over to the OWNER, ready for use, the line or section of line shall be thoroughly disinfected according to the following procedure:

- a. The CONTRACTOR shall provide all necessary taps to complete this section of the specifications.

- b. The line shall be flushed out, completely replacing its entire volume with water furnished by the OWNER.
 - c. Chlorine will be injected into the section of line being disinfected so that its entire capacity will be filled with water containing chlorine with at least 50 ppm or other concentration determined by the ENGINEER. The disinfecting agent shall be introduced at one end of the section and the water released from the opposite end until the disinfecting agent is present at the discharge end in such quantity as to indicate a residual chlorine of more than 50 ppm or as otherwise determined by the ENGINEER. All valves shall be closed and the disinfecting solution permitted to remain in the waterline section for not less than twenty-four (24) hours.
4. Flushing and Testing:
- a. At the end of the disinfecting period, the disinfecting solution shall be discharged from the pipe and replaced with water furnished by the OWNER. Meet T.C.E.Q. requirements regarding discharge of chlorinated water.
 - b. Take a sample of water from the disinfected main (not through a fire hydrant) from a suitable tap under the supervision of the ENGINEER or his inspector and submit to an approved testing laboratory of the T.C.E.Q for analysis.
 - c. A minimum of one sample for each 1,000 feet of completed waterline will be required or at the next available sampling point beyond 1,000 feet as designated by the design ENGINEER. Bacteriological samples shall be taken to a lab that is approved by the OWNER or ENGINEER.
 - d. If the test shows a satisfactory quality of water, the disinfected pipe shall then be placed in service by the CONTRACTOR who shall notify the ENGINEER and assist the ENGINEER in location and operation of all valves installed by the CONTRACTOR.
 - e. If the sample shows unsatisfactory quality of water, the process of disinfection shall be repeated until a satisfactory water sample is obtained. The CONTRACTOR shall furnish to the OWNER, a certified copy of the laboratory report of satisfactory disinfection of the main.
 - f. All water used by the CONTRACTOR to disinfect water mains beyond the first test shall be purchased from the OWNER. The CONTRACTOR shall bear all costs of disinfecting. The CONTRACTOR shall also bear all costs of retesting.

3.5 FINAL CLEAN UP

Upon completion of the installation of the water lines, distribution systems, and appurtenances, all debris, including PVC scraps resulting from trenching through abandoned distribution system piping, shall be removed from work areas as disposed of by the CONTRACTOR. In addition, all above ground structures of abandoned valve clusters shall be removed and disposed of by CONTRACTOR. Reusable valve signs, risers, riser tops and mushroom lids in locations of abandoned valve clusters shall be given to OWNER. Scraps shall not be buried on private, county, or state properties. This does not relieve the CONTRACTOR of the responsibility of ongoing and routine clean-up operations related to the line laying work. All surplus excavated materials resulting from the work shall be removed from the site or spread on site as directed by ENGINEER / OWNER / STATE / COUNTY. Excess materials shall be mounded along trench lines in order to channel water away from fresh pipe trenches. Excess materials in areas of steep grades shall be utilized to channel water away from trench lines and constructing terracing berms to prevent erosion. ALL disturbed areas shall be seeded according to the Seeding Rate Section of this Specifications Book and fertilized at 200 pounds per acre with 13-13-13. The costs associated with seeding and final clean up shall be included in the line item bid prices of the CONTRACTOR.

END OF SECTION

SECTION 206

STRUCTURAL EXCAVATING, BACKFILLING, AND COMPACTING

PART 1 - GENERAL

1.1 SCOPE OF WORK

In the event of a conflict between this specification and project plans (drawings) then the plans will take precedence. The scope of the work to be performed follows:

- A. Excavation, backfill, and compaction around structures.
- B. Site excavation and backfilling.
- C. Excavation support systems.
- D. Fill for over-excavation.
- E. Groundwater and surface water control.
- F. Excavation for paving and landscaping.
- G. Line and grade.

1.2 RELATED WORK DESCRIBED ELSEWHERE

Earthwork	Section 201
Trench Excavation Safety Systems	Section 1002

1.3 REFERENCES

- A. Referenced Standards:
 - 1. ASTM D698 - Moisture Density Relationship of Soils using a 5.5 lb hammer and a 12-inch drop.
 - 2. ANSI/ASTM C136 - Method for Sieve Analysis of Fine and Coarse Aggregates.
 - 3. ANSI/ASTM D1556 - Test Method for Density of Soil in Place by the Sand-Cone Method.

1.4 QUALITY ASSURANCE

- A. Test material to be used as compacted fill, whether excavated onsite or imported as offsite borrow, for compliance with the requirements of Section 201 prior to placement.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Excavation Support System: CONTRACTOR option, suited for purpose.
- B. Fill Materials: Specification Section 201.

PART 3 - EXECUTION

3.1 PREPARATION AND LAYOUT

- A. Establish extent of structural excavation by area and elevation; designate and identify datum elevation.
- B. Set required lines and levels.
- C. Maintain benchmarks and other reference points.

3.2 PROTECTION

- A. Protect, support, and/or reroute existing utilities.
- B. Protect adjacent work from damage by excavation and backfilling operations.
- C. Protect adjacent structures from undermining.
- D. Support sides of excavations to prevent soil movements, which may diminish the excavation width below width required for working.
- E. Support sides of excavation, which interfere with normal 45 degree bearing splay of any foundation.

3.3 EXCAVATION SUPPORT SYSTEMS

- A. Design, installation, and maintenance of temporary excavation support systems is the responsibility of the CONTRACTOR. Provide support systems at no additional expense to OWNER.
- B. Design and construct excavation support systems in accordance with OSHA standards and interpretations.

3.4 GROUNDWATER AND SURFACE WATER CONTROL

- A. CONTRACTOR is responsible for designing, providing and maintaining a system for control of groundwater.
- B. Lowering groundwater by pumping from open sumps within foundation limits is not permitted.
- C. Provide adequate swales, dams, ditches, and grades to prevent surface water from flowing into excavation.
- D. Maintain water control until structure is complete and backfill is brought to final grade unless otherwise directed by OWNER or ENGINEER.
- E. Groundwater or water from other sources may be present in excavations regardless of whether shown on boring logs.

3.5 EXCAVATION

- A. Excavate to lines and grades shown on the Drawings. Excavations shall be either braced or stored or laid back to a slope no steeper than two horizontal to one vertical.
- B. When excavation is essentially complete, verify depths and dimensions as well as soil classification and bearing capacity.
- C. Perform additional excavation only as approved by OWNER.
- D. Correct unauthorized excavation as directed at no cost to OWNER.
- E. Fill over-excavated areas under structure bearing surfaces with concrete or compacted sand fill as required by the OWNER or ENGINEER.
- F. Excavate to within 1 foot of final grade, making final excavation immediately prior to placement of formwork and reinforcing steel. Limit area of final excavation to that which is being prepared for concrete placement. Limit exposure of final excavated surface to 24 hours. If excavated surface is exposed longer than 24 hours or is damaged due to weather conditions, CONTRACTOR shall excavate four inches and provide a concrete seal slab. Keep excavations free of standing water until concrete and backfill operations are complete.
- G. Seal slabs shall be used where called for on the Drawings or as specified in paragraph F above.

3.6 BACKFILLING

- A. Verify fill materials to be reused are acceptable.
- B. Verify foundation perimeter drainage installation has been inspected.
- C. Verify underground tanks are anchored to their own foundation to avoid floatation after backfilling.
- D. Backfill materials shall be as specified in Section 201.
- E. Backfill around structures as soon as possible after approval by the OWNER or ENGINEER.
- F. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.
- G. Maintain moisture content of backfill materials as specified in Section 201.
- H. Do not backfill against walls until concrete has been in place at least seven days.
- I. Do not backfill against unsupported foundation walls or partially completed structures until after main floor slabs have been in place at least seven days and placement is approved by the OWNER or ENGINEER.
- J. Backfill simultaneously on each side of foundation walls and other structures to equalize soil pressures. Provide temporary bracing as required.
- K. Take special care to prevent wedging action against structure. Bench or serrate slopes bounding excavation.
- L. Make grade changes gradual. Blend slope into level areas.
- M. Surplus backfill materials shall be removed from site and disposed of in accordance with all applicable regulations.
- N. Tolerance for Top Surface of Backfilling: Plus or minus 0.1 foot from required elevations. Regardless of tolerances, grading shall be performed in such a manner as to prevent ponding of water on compacted surfaces.

3.7 COMPACTION

- A. Remove shoring and sheeting unless otherwise approved by the ENGINEER. The cost of abandoned shoring and sheeting is to be borne by the CONTRACTOR.
- B. Compact fill materials in accordance with Section 201.
- C. Remove and replace improperly compacted backfill material at no cost to OWNER.
- D. The owner shall call for and pay for initial compaction tests. In the event of a compaction test failure the CONTRACTOR shall pay for any additional testing.

3.8 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of the General Conditions.
- B. Tests and analysis of fill material will be performed in accordance with ANSI/ASTM and with the General Conditions.
- C. Proofs roll compacted fill surfaces under structures and paving as specified in Section 201.

3.9 PROTECTION OF FINISHED WORK

- A. Protect finished Work under provisions of General Conditions.

END OF SECTION

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SECTION 301 CONCRETE

PART 1 - GENERAL

1.1 SCOPE OF WORK

The work performed under this section of the Specifications shall consist of:

- Furnishing and installing formwork for cast-in-place concrete, with shoring, bracing, anchorage and all necessary accessories. Openings in the formwork for other work shall be provided. All stripping activities shall be included under this section.
- Furnishing and installing reinforcing steel bars, welded wire fabric and accessories for cast-in-place concrete.
- Mixing, placing and curing of cast-in-place concrete.
- Furnishing and installing bolts, anchors, expansion anchors, hangers and brackets, equipment, grating and floor plate(s) for equipment and metal fabrication.
- Furnishing and installing grout.
- Furnishing and installing waterstops.
- Testing.

In the event of a conflict between this specification and project plans (drawings) then the plans will take precedence.

1.2 SUBMITTALS

- A. Shop Drawings: Indicate bar sizes, spacings locations and quantities of reinforcing steel or welded wire fabric, bending and cuffing schedules, supporting and spacing devices, and joint and splice locations. Setting drawings and templates for location and installation of anchorage devices.
- B. Samples: Representative samples of bolts, anchors, and inserts as may be requested for review by the OWNER or ENGINEER. Review will be for type and finish only. Compliance with all other requirements is the exclusive responsibility of CONTRACTOR.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- D. Submit for review manufacturer's specifications and installation instructions for all proprietary products, including sleeves for welded splices.
- E. Submit copies of manufacturer's specifications, materials, load tables, dimension diagrams, and installation instructions for anchorage devices.
- F. Submit a catalog brochure of the waterstop to be used showing dimensions and configuration.

1.3 REFERENCES

- ACI 117 — Standard Specifications for Tolerances for Concrete Construction and Materials.
- ACI 301 — Standard Specifications for Structural Concrete.
- ACI 306 — Recommended Practice for Cold Weather Concreting
- ACI 315— Details and Detailing of Concrete Reinforcement.
- ACI 318/318R — Building Code Requirements for Structural Concrete and Commentary.
- ACI 347 — Recommended Practice for Concrete Formwork.
- ACI 350 — Environmental Engineering Concrete Structures.
- ACI 614 — Recommended Practice for Measuring, Mixing, Transporting, and Placing Concrete
- SP-66 — ACI Detailing Manual.
- ANSI/ASTM A82 — Cold Drawn Steel Wire for Concrete Reinforcement.
- ANSI/ASTM A185 — Welded Steel Wire Fabric for Concrete Reinforcement
- ASTM A307 — Carbon Steel Externally and Internally Threaded Standard Fasteners.
- ASTM A320 — Alloy-Steel Bolting Materials for Low-Temperature Service.
- ANSI/ASTM A496 — Deformed Steel Wire Fabric for Concrete Reinforcement.
- ANSI/ASTM A497 — Welded Deformed Steel Wire Fabric for Concrete Reinforcement.
- ASTM A615 — Deformed and Plain Billet Steel Bars for Concrete Reinforcement.

- ANSI/AWS D1.4 — Structural Welding Code for Reinforcing Steel.
- ANSI/AWS D12.1 — Reinforcing Steel Welding Code.
- ACT 347 — Recommended Practice for Concrete Formwork
- ASTM C33 — Standard Specifications for Concrete Aggregate.
- ASTM C94 — Specification for Ready Mix Concrete
- ASTM C109 — Compressive Strength of Hydraulic Cement Mortars (using, two inch or fifty millimeter Cube Specimens).
- ASTM C144 — Aggregate for Masonry Mortar.
- ASTM C150 — Portland Cement.
- ASTM C260 — Air-Entraining Admixtures for Concrete
- ASTM C309 — Liquid Membrane-Forming Compounds for Curing Concrete
- ASTM C494 — Chemical Admixtures for Concrete
- ASIM C191 — Time of Setting of Hydraulic Cement by Vicat Needle.
- CRD C588 — Specifications for Non-Shrink Grout.
- CRSI — Concrete Reinforcing Steel Institute Manual of Practice.
- CRSI 63 — Recommended Practice for Placing Reinforcing Bars.
- CRSI 65 — Recommended Practice for Placing bar Supports.
- PS-1 — Construction and Industrial Plywood.

1.4 DELIVERY, STORAGE AND HANDLING

Store sensitive materials off ground in a ventilated and protected manner to prevent deterioration from moisture.

Waterstops are to be stored under tarps to protect from oil, dirt and sunlight.

Grout materials from manufacturers shall be delivered in unopened containers and shall bear intact manufacturer's labels. Grout materials shall be stored in a dry shelter and shall be protected from moisture.

PART 2 - PRODUCTS

2.1 CONCRETE

Conforming to ASTM C150, Type I, II or III. Type I shall be used unless type II or III are specifically called for on plans.

- A. Strength: As indicated in applicable specifications or as shown on plans.
- B. Slump: The following limits of slump shall be used of control of the design and placing of concrete:

<u>Type of Construction</u>	<u>Slump in inches</u>	
	<u>Maximum</u>	<u>Minimum</u>
Case drilled shafts	8	5
Foundations and slabs on the ground	5	3
Slabs, beams and walls	5	3

- C. Minimum Cement Content: The minimum cement content expressed in sacks per cubic yard of concrete shall be not less than the following:

<u>Design Strength</u>	<u>Minimum Cement Content</u>
2500 psi	5 sacks (470 lb.)
3000 psi	5.5 sacks (517 lb.)
3500 psi	6 sacks (564 lb.)
4000 psi	6.5 sacks (611 lb.)

D. Aggregate Gradation

1. Fine Aggregate:

<u>Sieve</u>	<u>Percent Passing</u>
3/4"	100
No. 4	95-100
No. 8	80-100
No. 16	50
No. 30	25-60
No. 50	10-30
No. 100	2-10

Fine aggregate shall not have more than 40% retained between any two consecutive sieves of those listed above, and its fineness modulus shall not be less than 2.3 nor more than 3.1.

Certified sieve analysis of the proposed fine aggregate shall be submitted to the ENGINEER for approval before use.

2. Coarse Aggregate (11,40 nominal):

<u>Sieve</u>	<u>Percent Passing</u>
2	100
1 1/2"	95-100
3/4"	35-70
3/8"	10-30
No.4	0-5
No. 200	Less than 1

Other nominal aggregate sizes may be used with written permission of the ENGINEER. All aggregate gradations shall conform to ASTM C-33.

E. Admixtures

1. A water-reducing retarder shall be used in all structural concrete. The materials shall be used in quantities recommended by the manufacturer. Conforming to ASTM C494, Type A; Grace "WRDA-HC" or approved equal.
2. An air entraining agent shall be used for all exposed exterior concrete. The total volumetric air content of concrete after placement shall be 4 percent plus or minus 1 percent. Conforming to ASTM C260; Grace "Datex AEA," "Master Builders" MB or approved equal.
3. No admixtures containing calcium chloride may be used.

F. Membrane Curing Compound: conforming to ASTM C309; Gifford-Hill "Sealco 800" or approved equal.

G. Polyethylene Film: 8 mil thickness.

H. Paint: Shall be Perma-Shield manufactured by Secure Incorporated, or approved equal. Color shall be Dove Gray or as approved by OWNER/ENGINEER.

I. Mixing: Job-mixed concrete may only be used with special permission of the ENGINEER. The batch mixer used shall conform to the Mixer Manufacturers Bureau of the Associated General Contractors requirements and ACI 614.

J. Concrete Design Mix: Furnish a design mix that has been used on another project which meets these specifications along with acceptable compressive test results proving performance according to these specifications. If no design mix is available that meets these specifications, pay for the services of a registered engineer to prepare a concrete mix design for each reinforced concrete mix proposed to be used.

K. Ready-Mixed Concrete

1. Conform to the requirements of ASTM C94.
2. The truck mixer shall be provided with a closed watertight drum, suitably mounted and fitted with adequate blades capable of combining aggregates, cement and water into a

thoroughly mixed and uniform mass of concrete and to discharge the concrete without segregation.

3. The truck mixer shall be equipped with a revolution counter. Do not place concrete until the concrete has been mixed for 100 revolutions.
4. Submit a delivery ticket to the ENGINEER's field representative at the time of delivery for each load of concrete. Include the following information on the ticket:
 - a. Quantity delivered.
 - b. Amount of each material in the batch.
 - c. Time at which the mixer was charged.

2.2 FORM WORK

A. Design Requirements

CONTRACTOR shall be responsible for the design, engineering and construction of formwork, shoring and bracing to conform to design and code requirements; resultant concrete to conform to required shape, line and dimension. Design and construction of formwork shall take into account live loads, dead loads, weight of moving equipment operating on formwork, concrete mix, height of concrete drop, vibrator frequency, temperature, foundation pressures, stresses, lateral stability and other factors pertinent to the safety of personnel and structures.

CONTRACTOR shall provide shores, struts, and trussed supports as necessary.

B. Facing Materials

1. Unexposed Finish Concrete: Any standard form materials that produce structurally sound concrete. Provide lumber dressed on at least two edges and one side for tight fit.
2. Exposed Finish Concrete: Materials selected to offer optimum smooth, stain free final appearance and minimum number of joints. Provide materials with sufficient strength to resist hydrostatic head without bow or deflection in excess of allowable tolerances, and as follows:
 - a. Plywood: PS-1 "B-B (Concrete Form) Plywood," Class I, waterproof, resin bonded, Exterior Grade, mill-oiled and edge-sealed.
 - b. Lumber: Southern Pine special, No. 2 grade, with stamp grade clearly visible.
 - c. Steel: Minimum 16 gauge sheet, well matched and tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearances of finished concrete surfaces.
 - d. Glass Fiber Fabric Reinforced Plastic Forms: Matched, tight fitting, stiffened to support weight of concrete without deflection detrimental to tolerances and appearance of finished concrete surfaces.

C. Accessories

1. Form Ties:

- a. Metal form ties, snap-off type, 1-1/2 inch break back dimension, galvanized metal, with waterproof washer at mid-point of rod, shall be used to hold forms in place. The ties, when removed, shall leave a smooth opening in the concrete surface not larger than 7/8 inch in diameter. After the tie rods are broken back, the holes shall be thoroughly cleaned to remove all grease and loose particles; then non-shrink cement-sand mortar, as dry as practicable, shall be carefully placed into the holes in small quantities. After the holes are completely filled, all excess mortar shall be struck off flush and the surface finished in such a manner as to render the filled hole as inconspicuous as possible. If these patches appear to be darker than the other surface of the concrete, white cement shall be used in the mortar as required.
- b. "Supertie" fiberglass form tie system as manufactured by RJD Industries, or approved equal. Provide spreader rod, ties, gripper and all necessary accessories and installation devices. Provide gray color rod. Install fiberglass form tie system in accordance with supplier's instructions. After removal of forms, grind fiberglass form tie system flush to walls.

2. Form Release Agent: Colorless mineral oil which will not stain concrete, absorb moisture or impair natural bonding or color characteristics of coating intended for use on concrete.
3. Corners: Chamfered, rigid plastic or wood strip type; 3/4" x 3/4" size; maximum possible lengths. Accurately formed to produce uniformly straight lines and tight edge joints.
4. Nails, Spikes, Lag bolts, Through bolts, Anchorages: Sized as required, of sufficient strength and character to maintain formwork in place while placing concrete.
5. Water stops:
 - a. Resilient Type: Polyvinyl chloride, minimum 2,000 psi tensile strength, minimum 50°F (15°C) working temperature range, 6-inch wide for construction joints, 9-inch wide for expansion joints, maximum possible lengths, ribbed profile, preformed corner sections, heat welded jointing; "Wire Stop" as manufactured by Paul Murphy Plastic Co., or approved equivalent.
 - b. Soft Type: Blend of refined hydrocarbons, resins, plasticizing compounds, and mineral fillers extruded in a 5/8 inch by 1-1/2 inch oxidize or evaporate. Water stop shall be: As manufactured by Synko- flex, 2100 Travis, Houston, Texas 77002, (713) 686-8203; "Swellseal" Plus as manufactured by Deneef America, Inc., 122 North Mill Street, St. Louis, Missouri 48880, (517) 681-5791; or approved equivalent. Install in accordance with manufacturer's recommendations. Use primer recommended by manufacturer on surfaces.

D. Allowable Tolerances

- a. The maximum deflection of form work for surfaces exposed to view is 1/240 of the span between supports. Camber form work where necessary to compensate for anticipated deflections in form work due to loads imposed by fresh concrete and construction loads.
- b. The maximum allowable deviation from a true plane is 1/8 inch in six (6') feet for all exposed surfaces.
- c. The maximum deviation from a true circle for circular structures is plus or minus 1/4 inch when measured at the edge of each form.
- d. The maximum allowable deviation from any plan dimension is plus or minus 1/4 inch.

2.3 REINFORCEMENT

A. Materials

1. Reinforcing bars including column ties, beam ties, and stirrups: New, deformed billet steel conforming to ASTM A615, Grade 60 for nonweldable bars and ASTM A706, Grade 60 for weldable bars.
2. Welded Wire Fabric: ASTM A185 for smooth wire and ASTM A457 for deformed wire.
3. Quality: Submit certified copies of mill test report of reinforcement materials analysis, if required.

B. Accessories

1. Tie Wire: Minimum 16-gauge annealed type conforming to ASTM A165, Grade 40.
2. Supports for Reinforcement: Conform to CRSI 63.
3. Special Chairs, Bolsters, Bar Supports, Spacers Adjacent to Weather Exposed Concrete Surfaces: plastic coated steel or stainless steel type.
4. Splices:
 - a. Mechanical Connections:
 - i. Compression: Gateway Building Products "G-Loc" or approved equivalent.
 - ii. Tension: Lenton Anchor or approved equivalent. Connection device shall develop 125 percent of yield strength of bar.
 - b. Welded Splices: "Cadweld", "Thermoweld" or approved equivalent. Size device to develop 125 percent of yield strength of bar.

C. Fabrication

1. Fabricate concrete reinforcing in accordance with CRSI Manual of Practice.

2. Locate reinforcing splices not indicated on Plans at point of minimum stress. Review location of splices with ENGINEER.
- D. Allowable Tolerances
1. Fabrication Tolerances
 - a. Sheared length: plus or minus one inch ($\pm 1"$).
 - b. Depth of truss bars: plus or minus one-half inch ($\pm \frac{1}{2}"$).
 - c. Stirrups, ties and spirals: or minus one-half inch ($\pm \frac{1}{2}"$).
 - d. Other bends: plus or minus one inch ($\pm 1"$).
 2. Placing Tolerances.
 - a. Concrete cover to formed surface: plus or minus three-eighths inch ($\frac{3}{8}"$).
 - b. Minimum spacing between bars: one-quarter inch ($\frac{1}{4}"$)
 - c. Top bars in slabs or beams.
 - i. Members eight (8") inches deep or less: one-quarter inch ($\frac{1}{4}"$).
 - ii. Members more than eight inches (8"), but not over, two feet (2') deep: plus or minus one-half inch ($\pm \frac{1}{2}"$).
 - iii. Members more than two feet (2') deep: plus or minus one inch ($\pm 1"$).
 - d. Cross of member: spaced evenly within two inches (2").
 - e. Lengthwise of member: plus or minus two inches ($\pm 2"$).

2.4 EXPANSION JOINTS

A. Design Requirements

Expansion joints and devices to provide for expansion and contraction shall be constructed as indicated herein or on as shown on plans.

The bearing area under the expansion ends of concrete slabs, prestressed concrete beams, girders, and slab and girder spans, shall be given a steel trowel finish. These areas shall be finished to the exact grades required. Separation of these surfaces from the substructure concrete shall be made in accordance with the plans.

B. Fabrication

Preformed fiber joint material, wherever used, shall be anchored to the concrete on one side of the joint by means of copper wire or nails not lighter than No. 12 B & S gauge. Such anchorage shall be sufficient to preclude the tendency of the material to fall out of the joint.

C. Workmanship

Careful workmanship shall be exercised in the construction of all joints to insure that the concrete sections are separated completely by an open joint or by the joint material and to insure that the joints will be true to the outline indicated. Immediately after the removal of forms and again where necessary after surface finishing, all projecting concrete shall be removed along exposed edges in order to secure full effectiveness of the expansion joints.

2.5 CONSTRUCTION JOINTS

A. Design Requirements

The joint formed by placing plastic concrete in direct contact with concrete that has attained its initial set shall be deemed a construction joint. When concrete in a structure or a portion of a structure is specified to be placed monolithic, the term monolithic shall be interpreted to mean that the manner and sequence of concrete placing shall be such that construction joints will not be created.

Construction joints will be of the type and at the locations shown on the plans. Additional joints will not be permitted without written authorization from the Engineer. Any additional construction joints shall have details equivalent to those shown on the plans for joints in similar locations.

B. Fabrication

Unless otherwise provided, construction joints shall be square and normal to the forms. Bulkheads shall be provided in the forms for all joints except horizontal joints.

If shown on the plans, construction joints shall be provided with concrete keyways, reinforcing steel dowels, and/or metal flashing strips or plastic water stop. The method of forming keys in keyed joints shall be such as to permit the easy removal of forms without chipping, breaking, or damaging the concrete in any manner.

2.6 ANCHOR BOLTS, EXPANSION ANCHORS AND CONCRETE INSERTS

A. Design Requirements

When the size, length or load carrying capacity of an anchor bolt, expansion anchor or concrete insert is not shown on the Plans, provide the size, length and capacity required to carry the design load times a minimum safety factor of four

Determine design loads as follows:

1. For equipment anchors, use the design load recommended by the manufacturer and approved by the OWNER or ENGINEER.
2. For pipe hangers and supports, use one half the total weight of pipe, fittings, valves, accessories and water contained in pipe, between the hanger or support in question and adjacent hangers and supports on both sides.
3. Allowances for vibration are included in the safety factor specified above.

B. Materials

1. Anchor Bolts:

- a. Provide bolts complying with ASTM A320.
- b. In buried or submerged locations, provide stainless steel bolts complying with ASTM A320, AISI Type 316. Other AISI types may be used subject to OWNER's or ENGINEER's approval.

2. Expansion Anchors:

- a. Zinc plated anchors complying with ASTM A320, AISI Type 316. Other AISI types may be used subject to ENGINEER's approval.
- b. Size required for the concrete strength specified.
- c. Stud type (male thread) or flush type (female thread), as required.
- d. UL or FM approved.
- e. In buried or submerged locations, provide stainless steel anchors complying with ASTM A320, AISI Type 316. Other AISI types may be used, subject to OWNER's or ENGINEER's approval.
- f. Product and Manufacturer: Provide anchors by one of the following:
 - i. Molly Division of USM Corporation.
 - ii. Hilti, Incorporated.
 - iii. Or approved equivalent.

C. Adhesive Anchors (capsule anchors): Adhesive anchors shall consist of all- thread anchor rod, nut, washer, and adhesive capsule. Anchor rods to be manufactured from:

1. Materials meeting the requirements of ASTM A36.
2. A 4140, 4142, 4140H, OR 4145H meeting the requirements of ASTM A193, Grade B-
3. AISI 316 stainless steel, which meets the requirements of ASTM F593-80. Anchor rods shall have rolled threads. The adhesive capsules used shall contain a vinylester resin, quartz and aggregate and hardener as equal to the Hilti HEA adhesive capsules or Molly Parabond capsule anchor.

D. Concrete Inserts:

1. For piping, grating, and floor plate provide malleable iron inserts.
2. Provide those recommended by the manufacturer for the required loading.
3. Finish shall be black.
4. UL and FM approved.
5. Product and Manufacturer: Provide one of the following inserts:
 - i. ITT Grinnell, Figure 282.
 - ii. Hohmann and Barnard, Inc., No. 380.

iii. Or approved equivalent.

- E. Powder actuated fasteners and other types of bolts and fasteners not specified herein shall not be used unless approved by OWNER or ENGINEER.

2.7 GROUT

A. Materials

1. Non-metallic, 100 percent solids, and high strength epoxy grout: Use clean, well graded sand with epoxy resins suitable for use on dry or damp surfaces.
Product and Manufacturer:
 - Euco High Strength grout by the Euclid Chemical Company.
 - Sikadur Hi-Mod Grout by Sika Chemical Company.
 - Five Star Epoxy Grout by U.S. Grout Corporation.
2. Non-Shrink, Non-Metallic Grout: Pre-mixed non-staining cementitious grout requiring only the addition of water at the jobsite.
Product and Manufacturer:
 - Euco N-S by the Euclid Chemical Company.
 - Masterflow 713 by Master Builders Company.
 - Five Star by U.S. Grout Corporation.
3. Ordinary Cement-Sand Grout: Except where otherwise specified, use one part cement to three parts sand complying with the following:
 - Cement: ASTM C150, Type II.
 - Sand: ASTM C33.Where water repelling and shrinkage reducing requirements are shown or specified, use admixtures.
4. Product and Manufacturers:
 - Integral Waterpeller by the Euclid Chemical Company.
 - Omicron, Type OM by Master Builders Company
 - Hydrocide Powder by Sonneborn-Contech

- B. Water: Use clean, fresh, potable water free from injurious amounts of oils, acids, alkalies, or organic matter.

2.8 WATERSTOPS

Waterstop manufacturer shall demonstrate 5 year (minimum) continuous, successful experience in production of waterstops

A. Materials

1. Bituminous (Plastic) Waterstops
 - a. Meet or exceed all requirements of Federal Specifications SS-S-00210, "Sealing Compound, Preformed Plastic for Expansion Joints, Type I or Type II Such plastic waterstop shall be equal to Synko-Flex as manufactured by Synko-Flex Products Company, Houston, Texas. No asbestos fiber shall be used in the manufacture of the waterstop.
 - b. The plastic waterstop shall be produced from blends of refined hydrocarbon resins and plasticizing compounds, and shall contain no solvents, irritating fumes or obnoxious odors. The waterstop shall not contain asbestos. The plastic waterstop shall not depend on oxidizing, evaporating or chemical action for its adhesive or cohesive on oxidizing, evaporating or chemical action for its adhesive or cohesive strength. It shall be supplied in extruded form of suitable cross section and of a size to seal the joint areas of concrete sections. The plastic waterstop shall be protected by a suitable removable two-piece wrapper. The two-piece wrapper shall be so designed that one-half may be removed longitudinally without disturbing the other half, to facilitate application of the sealing compound.

PART 3 - EXECUTION

3.1 EXCAVATION

- A. Excavate footing trenches below the frost line to lines and grades shown on the Plans.
- B. Footing trenches are to be level, without soft spots, plumb with firm and even side walls.
- C. When excavation is essentially complete, verify depths and dimensions as well as soil classification and bearing capacity.
- D. Perform additional excavation only as approved by OWNER.
- E. Correct unauthorized excavation as directed at no cost to OWNER.
- F. Add the required cushion/leveling sand as shown on the Plans.
- G. Before the vapor barrier is installed the footing trenches shall be cleared of debris, loose dirt, organic matter, mud and water.
- H. Fill over-excavated areas under structure bearing surfaces with concrete or compacted select sand fill as required by the OWNER or ENGINEER.
- I. Excavate or place compacted select fill to within 1 foot of final grade or as may be shown on plans, making final excavation or compacted select fill immediately prior to placement of formwork and reinforcing steel. Limit final area to that which is being prepared for concrete placement. Limit exposure of final excavated surface to 24 hours. If surface is exposed longer than 24 hours or is damaged due to weather conditions, CONTRACTOR shall excavate four inches and provide a concrete seal slab. Keep area free of standing water until concrete and backfill operations are complete.
- G. Seal slabs shall be used where called for on the plans or as specified in paragraph I above.

3.2 FORM WORK

- A. Examination: Verify lines, levels and centers before proceeding with formwork. Ensure that dimensions agree with Drawings.
- B. Earth Forms: Earth forms are permitted for concrete thrust blocks where practical.
- C. Preparation:
 - 1. Field measurements: Lay out all necessary dimensions required to establish proper placement of forms. Use string lines, chalk lines or other suitable aids to establish lines and grades for form setters. Check all dimensions of erected form work before placing concrete.
 - 2. Clean forms before beginning erection.
 - 3. Install walers, studs, internal ties and other form supports, adequately spaced so proper working stresses are not exceeded.
 - 4. Lubricate, with an approved commercially prepared form lubricant, all portions of the form that will be in direct contact with concrete.
 - 5. Install chamfer strips for all exposed corners.
 - 6. Clean all dirt, mud, water and debris from the forms and any space to be occupied by concrete. All surfaces encrusted with dried concrete from previous placement operations shall be cleaned.
 - 7. Clean all reinforcing steel projecting from previously placed concrete before placing new concrete.
 - 8. Sprinkle semi-porous subgrades sufficiently to eliminate absorption of water from the concrete and seal extremely porous subgrades such as gravel or sand with polyethylene film.
 - 9. The surface of hardened concrete upon which fresh concrete is to be placed shall be rough, clean, and damp. Remove all surface mortar to expose the aggregate. Wash the hardened surface with clean water and keep it saturated before placing the fresh concrete.
 - 10. Accurately and securely place all embedded items such as anchor bolts, water stops and expansion joints. Use templates to assist in locating all embedment whose location is critical.
 - 11. Check all aluminum materials that will be in contact with concrete to insure the surfaces have been coated with bituminous coal tar paint. Correct any deficiencies.
- D. Installation: Provide sloped surfaces steeper than 1.5 horizontal to 1 vertical with a top form to hold shape of concrete during placement, unless it can be demonstrated that top forms can be

omitted. Construct the forms to correct shape and dimensions, mortar-tight, of sufficient strength, braced and tied together so that the forms shall be strong enough to maintain their shape under all imposed loads from the movement of workers, equipment, materials, or the placing and vibrating of the concrete. Camber where necessary to assure level finished soffits unless otherwise shown on the Drawings. Verify the horizontal and vertical positions of forms and correct all inaccuracies before placing concrete in any form. Complete all wedging and bracing before placing concrete.

1. Forms for "Smooth Finish" Concrete: Use steel, plywood or lined board forms uniform in size. Clean and smooth plywood and form liners. Free edges and holes from damage. Form lining shall have close-filling square joints between separate sheets and shall not be sprung into place. Sheets of form liners and plywood shall be full size wherever possible and joints shall be taped to prevent protrusions in concrete. Use special care in forming and stripping wood forms to protect corners and edges. Level and continue all horizontal joints. Wet wood forms at all times until stripping.
 2. Framing, Studding, and Bracing: Space studs at 16 inches on center maximum for boards and 12 inches on center maximum for plywood. Framing, bracing, centering, and supporting members shall be of adequate size and strength to carry safely, without deflection, all dead and live loads to which forms may be subjected, and shall be spaced sufficiently close to prevent any bulging or sagging of forms. Soffits of all beams forms shall be constructed of material a minimum of 2 inches thick. Distribute bracing loads over base area on which bracing is erected, when placed on ground, protect against undermining, settlement or accidental impact.
 3. Erect formwork, shoring and bracing to achieve design requirements, in accordance with the requirements of ACI 301.
 4. Arrange and assemble formwork to permit dismantling and stripping. Do not damage concrete during stripping. Permit removal of remaining principal shores.
 5. Align joints and make watertight. Keep form joints to a minimum.
 6. Obtain approval from OWNER or ENGINEER before framing openings in structural members which are not indicated on Drawings.
 7. Provide chamfer strips on exposed edges unless drawings note otherwise.
 8. Do not reuse wood formwork more than three times. Do not patch formwork.
- E. Application – Form Release Agent
1. Apply form release agent on formwork in accordance with manufacturer's recommendations.
 2. Apply prior to placement of reinforcing steel, anchoring devices, and embedded items.
 3. Do not apply form release agent where concrete surfaces will receive special finishes or applied coverings, which are affected, by agent. Soak inside surfaces of untreated forms with clean water. Keep surfaces coated prior to placement of concrete.
 4. Reuse and Coating of Forms: Thoroughly clean forms and reapply form coating before each reuse. For exposed work, do not reuse any form which cannot be reconditioned to "like new" condition. Apply form coating to all forms in accordance with the manufacturer's specifications, except where "scored finish" is required as shown on the Drawings. Do not coat forms for concrete that is to receive a "scored finish".
- F. Inserts, Embedded Parts and Openings
1. Provide formed openings where required for items to be embedded in or passing through concrete work.
 2. Locate and set in place items that will be cast directly into concrete.
 3. Coordinate with Work of other sections in forming and placing openings, slots, reglets, recesses, sleeves, bolts, anchors, other inserts, and components of other Work.
 4. Provide temporary ports or openings in formwork to facilitate cleaning and inspection. Locate openings at bottom of forms to allow flushing water to drain.

5. Close temporary openings with tight fitting panels, flush with inside face of forms, and neatly filled so joints will not be apparent in exposed concrete surfaces.

G. Form Cleaning

1. Clean and remove foreign matter within forms as erection proceeds.
2. Clean formed cavities of debris prior to placing concrete.
3. Flush with water or use compressed air to remove remaining foreign matter. Ensure that water and debris drain to exterior through clean-out ports.
4. During cold weather, remove ice and snow from within forms. Do not use deicing salts. Do not use water to clean out forms, unless formwork and concrete construction proceed within heated enclosure. Use compressed air or other means to remove foreign matter.

H. Formwork Tolerances: Construct formwork so as to maintain tolerances required by ACI 347, except as otherwise noted.

I. Field Quality Control

2. Independent Testing Agency to inspect erected formwork, shoring, and bracing to ensure that work is in accordance with formwork design, and that supports, fastenings, wedges, ties, and items are secure.
3. Notify the ENGINEER and Independent Testing Agency after placement of reinforcing steel in the forms, but prior to placing any concrete, so that inspection can be made.

3.3 VAPOR BARRIER

- A. Install .006 inch thick polyethylene film vapor barrier under slabs on grade. Film shall be factory fabricated into large sheets. Stretch and weight sheets until sealed together.
- B. Lap joints a minimum of 8-12 inches and seal with tape or mastic..
- C. Repair any damage by lapping and sealing.
- D. Seal entire vapor barrier.

3.4 PLACEMENT OF REINFORCEMENT

- A. Conform to ACI 318 code for concrete over reinforcement.
- B. Clean reinforcement to remove loose rust, mill scale, oil, earth, ice and other materials which might reduce or destroy bond with concrete.
- C. Accurately position reinforcements on supports, spacers, hangers or other approved supports and secured in place with ties or clips. Supporting reinforcement directly on concrete, brick or rocks instead of specified supports is prohibited.
- D. Splices not shown on the plans may be used provided such splices meet the requirements of ACI 318, except where shown on the drawings welding or tack welding of reinforcement is prohibited.
- E. Do not bend reinforcement that is partially embedded in hardened concrete, unless approved.
- F. Do not displace or damage vapor barrier.
- G. Accommodate placement of formed openings.
- H. Lap welded wire fabric a distance equal to the wire spacing, plus two (2") inches.
- I. Place reinforcement to the held in position such that the concrete cover between the outside of any bar and the concrete form conforms to the following schedule.
 2. Slabs, walls and joints not exposed to weather or in contact with earth or water - one (1") inch.
 3. Concrete exposed to earth or water.
 - a. #5 bars and smaller – one (1") inch.
 - b. #6 bars and larger – two (2") inches.
 4. Concrete cast against earth - three (3") inches.
 5. Beams, girders and columns – (1") inch.

3.5 CONSTRUCTION JOINTS

- A. Install construction joint forms to conform to the details shown in the plans.

- B. Locate construction joints as shown on the drawings or as specified below. Do not use construction joints at other locations without the concurrence of the ENGINEER.
 1. Columns and Walls - Locate construction joints at the underside of beams, girders, haunches, drop panels and column capitals and at floor levels.
 2. Beams, Girders - Locate construction joint at mid span.
- C. Locate construction joints perpendicular to the planes of their surfaces and parallel to the main reinforcement.

3.6 WATERSTOPS

- A. As soon as the form lumber is removed from the joint, brush the joint clean to remove all dust and foreign particles. Immediately apply one brush coat of prime recommended by the waterstop manufacturer.
- B. Remove one face of the protective paper and position in the center of the keyway, lapping strips one (1") inch end to end to form a continuous homogeneous waterstop for the entire length of the section.
- C. Immediately before pouring concrete or placing precast members at the joint, completely clean the joint using brushes and compressed air to remove all debris. Only just before the concrete pour is made, remove the protective paper covering from the waterstop.
- D. Schedule: All joints subject to either hydrostatic or earth pressure on either side of the joint and exposed to view on the other side. Bituminous water stops are not required for the elevated tank or ground storage reservoir foundation except where noted.

3.7 TESTING

- A. Slump: A slump test shall be made by the CONTRACTOR for each truckload of concrete delivered to the job. If the slump is greater than that specified, the concrete may be rejected. The slump shall be determined according to ASTM C143. The CONTRACTOR shall perform this test.
- B. Air Content: Make an air content test on the first batch of concrete delivered each day and from each batch of concrete from which concrete compression test cylinders are made. Air content shall be determined according to ASTM C231 (Test for Air Content of Freshly Mixed Concrete by the Pressure Method) or ASTM C173 (Test for Air Content of Freshly Mixed Concrete by the Volumetric Method). The CONTRACTOR shall perform or pay for this test.
- C. Compression Tests:
 1. Prepare concrete test cylinders for each concrete pour. The number of sets of concrete test cylinders to be cast for each concrete pour shall be as follows:

No. CY Concrete Poured	Minimum No. of Sets of Cylinders
0-25	1
25-75	2
75-150	3
150-250	4
250-400	5
400-500	6

2. Test cylinders are taken mid-way through the truck's load, immediately before placement (e.g. from pump nozzle, if pumped), or as directed by ENGINEER or INSPECTOR.
3. A "set" of test cylinders consists of four cylinders, one to be broken at seven (7) days, one broken at fourteen (14) days, and one broken at twenty-eight (28) days, and one to be stored for future use or as directed by ENGINEER. Compression tests will be evaluated according to ACI 214 and ACI 318.
4. Make, cure, store and deliver test cylinders to the laboratory according to ASTM C31 and test according to ASTM C39.
5. Mark or tag each set of compression test cylinders showing the date and time of day the cylinders were made, the location of the work where the concrete represented by the

cylinders was placed, the delivery truck or batch number, the air content, the slump, air temperature and concrete temperature.

6. Distribute concrete compression test reports to the OWNER, ENGINEER, the ENGINEER's or OWNER's field representative, the CONTRACTOR and other parties designated by the OWNER.

3.8 PLACING CONCRETE

- A. Concrete shall not be placed unless the ENGINEER or OWNER's representative has been given 24 hour notice or as maybe agreed to observe the placement of forms, reinforcements and concrete.
- B. Consolidate all concrete by vibration, spading, rodding and forking so that the concrete is thoroughly worked around the reinforcement, around embedded items and into corners of forms, eliminating all air or stone pockets that may cause honeycombing, pitting or planes of weakness. Mechanical vibrators shall have a minimum frequency of 7000 rpm and shall be operated by competent workers. Insert the vibrator into the concrete at intervals from 18 to 30 inches apart, down into the previously placed concrete. Vibrate the concrete sufficiently to consolidate the concrete but avoid over vibrating which may cause segregation of aggregates. The vibrator may not be used to transport the concrete within the forms. Provide a spare vibrator on the job site during all concrete placing operations. Concrete forms are not to be vibrated unless forms are designed for such purposes and approval has been obtained from the ENGINEER.
- C. Place all concrete delivered to the site within 45 minutes after the addition of mixing water to the cement and aggregates, or after the addition of cement to the aggregates when the drum contains residual water. Concrete that had developed initial set when delivered will be rejected.
- D. Cold Weather Concreting
 1. Except upon written authorization by the ENGINEER, do not place concrete when the temperature is below 40° F and falling.
 2. Concrete may be placed when the temperature is 35° F and rising.
 3. No mixed concrete will be accepted which has a temperature of 50° F or less when delivered.
 4. Protect all concrete from freezing temperatures for five days after placement. Use protective coverings, enclosures and/or heat to prevent concrete from freezing. Methods used shall conform to ACI 306 *Recommended Practice for Cold Weather Concreting* and shall maintain a 50° F air temperature around the concrete.
 5. The CONTRACTOR shall be responsible for the quality and strength of concrete under cold weather conditions and all concrete damaged by freezing shall be removed and replaced by the CONTRACTOR at his own expense.
- E. Hot Weather Concreting
 1. Conform to ACI 605, *Recommended Practice for Hot Weather Concreting*.
 2. No mixed concrete will be accepted which has a temperature of 90° F or more when delivered.
 3. Add a retarding agent when the concrete temperature exceeds 75° F or when the air temperature exceeds 85° F.
 4. The CONTRACTOR shall be responsible for the quality and strength of concrete under hot weather conditions and all concrete damaged shall be removed and replaced by the CONTRACTOR at his own expense.
- F. Illumination: Do not place concrete before sunrise or later than will normally permit completion of all finishing operations during sufficient natural light.
- G. Protection
 1. Do not place concrete during rain, sleet or snow or when such precipitation is imminent.
 2. Concrete damaged by rain water or which has been allowed to increase the mixing water will be removed and replaced at the expense of the CONTRACTOR.

3.9 REMOVAL OF FORMS

- A. The time for removal of forms shall comply with ACI 318. If curing temperatures are below 50°F (15°C), the time for removal shall be increased by fifty percent (50%). In no case shall the forms or bracing be removed until concrete has gained sufficient strength to carry its own weight and imposed loads.
- B. Loosen forms carefully. Do not wedge pry bars, hammers or tools against finish concrete surfaces scheduled for exposure to view.
- C. Store removed forms in manner that surfaces to be in contact with fresh concrete will not be damaged. Discard damaged forms.
- D. Forms for columns, walls, sides of beams and any other concrete member not supporting the weight of the concrete may be removed when concrete strength has reached 1500 psi. Concrete strength may be determined from compression tests on field made cylinders or from strength vs. time curves prepared by a testing laboratory from compression tests of the design concrete mix.
- E. Form work for beam soffits, structural slabs and other parts that support the weight of concrete may be removed only after the compression tests of field made cylinders show the concrete has reached the specified 28-day strength.

3.10 CURING

- A. Protect all concrete against the loss of surface moisture for not less than 72 hours from the beginning of the curing operation.
- B. Immediately after the finishing operations have been completed, cover all exterior exposed surfaces of concrete with burlap, or curing compound. Keep burlap wet during the curing process.

3.11 REPAIR OF SURFACE DEFECTS

- A. Patch all repairable defective areas immediately after removing the concrete forms.
- B. Repair minor honeycomb areas and air bubble holes by removing all loose material from the area; applying an approved bonding material, then grouting the area flush with surrounding surfaces. In exposed areas, mix the grout to be used for patching to match the color and texture of the area to be patched.
- C. Cure all patched areas for seven (7) days.
- D. All patching will be subject to the approval of the ENGINEER. Other proven methods of patching defects in concrete may be used subject to the prior approval of the ENGINEER.

3.12 ANCHOR BOLTS, EXPANSION ANCHORS AND CONCRETE INSERTS

- A. Installation
 - 1. Drilling equipment used and installation of expansion anchors shall be in accordance with manufacturer's instructions.
 - 2. Assure that embedded items are protected from damage and are not filled in with concrete.
 - 3. Expansion anchors may be used for hanging or supporting pipe two inches diameter and smaller. Expansion anchors shall not be used for larger pipe unless otherwise shown or approved by the OWNER or ENGINEER.
 - 4. Use concrete inserts for pipe hangers and supports for the pipe size and loading recommended by the insert manufacturer.
 - 5. Unless otherwise shown or approved by OWNER or ENGINEER conform to the following for expansion anchors:
 - a. Minimum embedment depth in concrete: Five diameters.
 - b. Minimum anchor spacing on centers: Ten diameters.
 - c. Minimum distance to edge of concrete: Five diameters.
 - d. Increase dimensions above if required to develop the required anchor load capacity.
- B. Cleaning: After embedding concrete is placed, remove protection and clean bolts and inserts.

3.13 GROUT

A. General:

1. Place grout as shown in accordance with manufacturer's instructions. If manufacturer's instructions conflict with the Specifications, do not proceed until OWNER or ENGINEER provides clarification.
2. Dry packing will not be permitted.
3. It shall be the CONTRACTOR's responsibility to obtain the services of a qualified, full time employee of the manufacturer to aid in assuring proper use of the product under job conditions
4. Placing grout shall conform to temperature and weather limitations as stated in manufacturer's instructions.

B. Equipment Bases:

1. After shimming equipment to proper grade, securely tighten anchor bolts.
2. Properly form around the base plates, allowing sufficient room around the edges for placing the grout.
3. Adequate depth between the bottom of the base plate and the top of concrete base must be provided to assure that the void is completely filled with non-metallic epoxy grout.

C. Handrails and Railings:

1. After posts have been properly inserted into the holes or sleeves, fill the annular space between posts and sleeve with the non-shrink, non-metallic grout.
2. Bevel grout at juncture with post so that moisture flows away from post.
3. Side mounted handrails do not require grout.

3.14 SURFACE FINISH

A. Formed Concrete Surfaces

1. Minimum Finish For Formed Surfaces
 - a. After being cleaned and thoroughly dampened, fill the tie holes and air holes completely with patching mortar. Patch all tie holes within seven (7) days after removal of forms.
 - b. Remove fins and other surface projections from all formed surfaces except exterior surfaces that will be in contact with earth backfill and are not specified to be dampproofed. Use a power grinder if necessary to remove projections and provide a flush surface.
 - c. This finish is required before any of the following finishes are to be applied.
2. Rubbed Finish: Apply the rubbed finish to freshly hardened concrete after all patching and repair specified above has been done. Wet all surfaces to be finished and rubbed with a Carborundum brick or other abrasive until uniform color and texture are produced. No cement grout or slush shall be used other than the cement paste drawn from the green concrete itself by the rubbing process.
 - a. All exterior exposed vertical surfaces to a point one (1') foot below ground.
 - b. Exposed horizontal surfaces not normally subjected to foot traffic.
 - c. All interior vertical surfaces.
3. Paint-Type Finish:
 - a. After the concrete has cured a minimum of twenty eight (28) days, remove all efflorescence, flaking coatings, rust, mill scale, dirt, oil and other foreign substances from surfaces to be finished. Point with mortar, all air hole marks and repair all surface blemishes which, in the opinion of the ENGINEER, will not be corrected by applying the paint finish. Apply coatings only to surfaces that are free from surface moisture as determined by light and touch. Formed surfaces are to receive minimum finish before paint is applied. Shield or mask all surfaces that are not to be coated.
 - b. Apply the concrete paint as recommended by the manufacturer.

- c. All exterior exposed vertical surfaces of the ground storage reservoir foundation and elevated tank foundation to a point one (1') foot below ground and exposed horizontal surfaces not normally subjected to foot traffic, including the exposed underside of slabs.
- B. Unformed Surfaces
 - 1. Float Finish:
 - a. After the concrete has been properly placed and struck off use a wood float to produce an even, smooth finish.
 - b. The maximum variation in surface tolerance shall be $\frac{1}{2}$ " in ten (10') feet and within plus or minus $\frac{1}{4}$ " of plan grade. If variations greater than this exist, the ENGINEER may direct the CONTRACTOR to grind the concrete to bring the surface within the requirements. Patching of low spots will not be permitted.
 - c. This finish is required before any of the following finishes are to be applied.
 - 2. Troweled Finish:
 - a. The finish may be applied using either hand or power trowels. Troweling may be begun as soon as no cement paste clings to the blades. Continue troweling until the surface is dense, smooth and free of all minor blemishes such as trowel marks.
 - b. Apply a final hand troweling to remove slight imperfections left by troweling machines and to bring the surface to a dense, smooth polished surface.
 - c. Finish for all floors inside the building and elevated tank bell.
 - 3. Brush Finish:
 - a. After the surface has received a float finish, lightly broom the surface with a hair broom to produce a smooth but somewhat gritty texture.
 - b. Broom the surface while the concrete is still plastic enough to be lightly marked or scratched by the fibers.
 - c. The degree of surface roughness applied to the concrete shall be as directed by the ENGINEER.
 - d. Apply brush marks parallel to the lines of the plan of the structure.
 - e. All exterior horizontal surfaces normally subject to foot traffic including sidewalks, steps, slabs and the floor of the meter vaults.

END OF SECTION

SECTION 1001

CONFINED SPACE ENTRY PROCEDURE

PART 1 – GENERAL

1.1 SCOPE OF WORK

- A. Definition: Confined space is any space that is large enough and so configured that an employee can bodily enter and perform assigned work, has limited or restricted means for entry or exit, and is not designed for continuous employee occupancy.
1. Confined spaces include, but are not limited to: storage tanks, pits, vats, vessels, sewer manholes, electrical manholes, vaults, pump or lift stations, septic tanks, boilers, pipelines, tunnels, ventilation and exhaust ducts, trenches, and excavations.
 2. Common hazards associated with confined space entry include: oxygen deficient atmospheres, flammable/explosive atmospheres, toxic atmospheres, engulfment/entrapment hazards, and/or chemical, electrical or mechanical hazards.

This procedure is to be used only if all hazards identified in the confined space have been eliminated, isolated, or otherwise controlled so as not to expose entrants to additional risk.

- B. The confined space supervisor must complete the back side of the Assessment Form prior to personnel entering the confined space.
- C. Establish personal protective equipment and procedural requirements for entry.
- D. Establish and maintain communication between entrants and personnel outside the confined space. Notify appropriate personnel when entry begins and all personnel have exited the confined space.
- E. Atmospheric testing must be conducted in sub-grade areas or areas where traffic or similar fumes may migrate into the space. Atmospheric testing results must be recorded on the Assessment Form.
- F. Should conditions arise that may affect the health or safety of personnel inside the space, the space must be evacuated and the confined space supervisor must reassess the confined space and reevaluate the entry procedure.
- G. Close out project on Assessment Form when work is completed. Submit back copy of form to the secretary.

PART 2 – ATMOSPHERIC TESTING

2.1 GENERAL

Atmospheric testing may be performed only by persons qualified and trained to operate the testing instrument.

Initial air sampling will be conducted from outside the structure, and will be performed when possible at various levels within the confined space (e.g. at least top, middle and bottom), and around all conduits, pipes, or cables.

Atmospheric conditions will be considered unacceptable if:

- A. Oxygen levels are less than 19.5% or greater than 23.5% by volume,
- B. If a combustible gas is present at greater than 10% of its lower explosive limit (LEL),
- C. If a toxic substance exceeds an OSHA or American Conference of Governmental Industrial Hygienists (ACGIH) limit where exposure could result in death, acute illness, or impairment of ability to self-rescue,
- D. If an airborne combustible dust obscures vision to five feet or less, or,
- E. If any atmospheric condition recognized as immediately dangerous to life or health (IDLH) is present.

2.2 EQUIPMENT

Atmospheric testing must include oxygen concentration, combustible gases, and any known or suspected toxic substances. A properly calibrated direct reading gas monitor must be used. Direct reading gas detector tubes or other acceptable means may also be used to test potentially toxic atmospheres.

Intrinsically safe equipment will be used if a flammable atmosphere is present, or is suspected of being present.

Unacceptable levels may be indicated on a scale or by a visual alarm and **must** be indicated by an audible alarm.

2.3 CALIBRATION

Each atmospheric testing instrument shall be calibrated on a schedule and in the manner recommended by the manufacturer except:

- A. Any atmospheric testing instrument that has not been used within thirty (30) days shall be recalibrated prior to use.
- B. Each atmospheric testing instrument shall be calibrated at least every six (6) months.
- C. Calibration records must be maintained by the department.

Each atmospheric testing instrument will be field checked immediately prior to use to ensure that it is operating properly.

PART 3 – ATMOSPHERIC TESTING

Confined Space Entry Assessment Form/Permit

Identification	
Department:	Space/Entry:
Entry Purpose:	Date:

Hazardous Atmospheres									
	Range	Required	1	2	3	4	5	6	7
O ₂	19.5-23.5								
LEL	10% LEL								
H ₂ S	10 ppm								
CO									
Other									
Initial									

Hazards and Controls			
	Type	Yes (describe)/No	Isolated/Controlled (describe)
Entrap	Inwardly Sloping Walls		
	Sloping Floor		
Engulf	Dry Storage (grain, sand)		
	Liquid Storage		
Energy Sources	Electrical		
	Pneumatic/Hydraulic		
	Chemical		
	Thermal		
	Steam		
Work	Welding, cutting, brazing		
	Chemicals, painting, degreasing		
Other			

For the purposes of this entry:

- ☐ All identified hazards have been isolated or eliminated and space is not permit-required.
- ☐ The identified hazards will be controlled through continuous forced air ventilation and air monitoring.
- ☐ The space is permit-required. Complete information below. Contact EHSS for assistance.

Supervisor's Name	Signature
--------------------------	------------------

Permit Information	
Start Time:	End Time:
Authorized Entrants	Authorized Attendants
Date Trained:	Date Trained:
Date Trained:	Date Trained:
Date Trained:	Standby Safety Personnel
Date Trained:	Date Trained:

Notify emergency response personnel as appropriate.

Confined Space Entry Assessment Form/Permit

Preparation					
Yes	N/A		Yes	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	Entry area free of debris and objects	<input type="checkbox"/>	<input type="checkbox"/>	No compressed cylinders in space
<input type="checkbox"/>	<input type="checkbox"/>	Warning barriers and signs in place	<input type="checkbox"/>	<input type="checkbox"/>	Host employer and/ or contractor notified
<input type="checkbox"/>	<input type="checkbox"/>	Atmospheric monitoring conducted	<input type="checkbox"/>	<input type="checkbox"/>	Entry and emergency procedures reviewed
<input type="checkbox"/>	<input type="checkbox"/>	Other hazards identified and isolated	<input type="checkbox"/>	<input type="checkbox"/>	Personnel have been trained
<input type="checkbox"/>	<input type="checkbox"/>	Hot work permitted	<input type="checkbox"/>	<input type="checkbox"/>	Personnel informed of potential hazards
<input type="checkbox"/>	<input type="checkbox"/>	Energy sources isolated/locked out	<input type="checkbox"/>	<input type="checkbox"/>	Electrical equipment is grounded
<input type="checkbox"/>	<input type="checkbox"/>	Confined space drained and flushed	<input type="checkbox"/>	<input type="checkbox"/>	

Equipment Required					
Yes	N/A		Yes	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	Forced air or exhaust ventilation	<input type="checkbox"/>	<input type="checkbox"/>	Non-sparking tools used
<input type="checkbox"/>	<input type="checkbox"/>	Ground fault interrupters (GFCI)	<input type="checkbox"/>	<input type="checkbox"/>	Low voltage lighting used
<input type="checkbox"/>	<input type="checkbox"/>	Retrieval Equipment	<input type="checkbox"/>	<input type="checkbox"/>	Equipment rated for explosive atmospheres
<input type="checkbox"/>	<input type="checkbox"/>	Fire Extinguishers	<input type="checkbox"/>	<input type="checkbox"/>	Communication Equipment

Personal Protective Equipment Required					
Yes	N/A		Yes	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	Hard Hat	<input type="checkbox"/>	<input type="checkbox"/>	Protective Clothing
<input type="checkbox"/>	<input type="checkbox"/>	Eye/Face Protection	<input type="checkbox"/>	<input type="checkbox"/>	Hearing Protection
<input type="checkbox"/>	<input type="checkbox"/>	Gloves	<input type="checkbox"/>	<input type="checkbox"/>	Retrieval Harness
<input type="checkbox"/>	<input type="checkbox"/>	Safety Boots	<input type="checkbox"/>	<input type="checkbox"/>	Respirator

SECTION 1002

TRENCH EXCAVATION SAFETY SYSTEMS

PART 1 - GENERAL

1.1 SCOPE OF WORK

This item governs trench excavation safety systems to be used in conjunction with the installation of utility lines and underground structures. Trench excavation safety systems shall be employed to protect personnel in an excavation from cave-ins, except when excavations are made entirely in stable rock, or when excavations are less than five (5) feet in depth and examination of the ground by a competent person provides no indications of a potential cave-in.

PART 2 – PRODUCTS

2.1 DESCRIPTION

- A. CONTRACTOR shall develop, design, and implement the trench excavation safety system, and shall bear the sole responsibility for the adequacy of the trench excavation safety system and providing “a safe place to work” for the workman.
- B. Trench excavation safety protection system shall be as prescribed in the current Occupational Safety and Health Standards — Excavations (29 CFR Part 1926, Subpart P). This shall be the minimum governing requirement of the item, and is hereby made a part of this item.
- C. There are no special shoring requirements of the OWNER that are over and above the requirements as prescribed in the current Occupational Safety and Health Standards — Excavations (29 CFR Part 1926, Subpart P).
- D. CONTRACTOR shall, in addition, comply with all other applicable federal, state and local rules, regulations, and ordinances.
- E. CONTRACTOR shall indemnify and hold harmless the OWNER, its employees and agents, from any and all damages, costs (including, without limitation, legal fees, court costs, and the cost of investigation), judgments or claims by anyone for injury or death of persons resulting from the collapse or failure of trenches or excavations constructed under this Contract.
- F. A copy of the geotechnical information obtained by the OWNER for use on the Project is included with the Contract Documents, if information was developed.

PART 3 – EXECUTION

3.1 MEASUREMENT

Measurement trench excavation safety system as per applicable bid item.

END OF SECTION

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**TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
WATER DISTRIBUTION SYSTEM
GENERAL CONSTRUCTION NOTES**

1. This water distribution system must be constructed in accordance with the current Texas Commission on Environmental Quality (TCEQ) Rules and Regulations for Public Water Systems 30 Texas Administrative Code (TAC) Chapter 290 Subchapter D. When conflicts are noted with local standards, the more stringent requirement shall be applied. Construction for public water systems must always, at a minimum, meet TCEQ's "Rules and Regulations for Public Water Systems.
2. An appointed engineer shall notify in writing the local TCEQ's Regional Office when construction will start. Please keep in mind that upon completion of the water works project, the engineer or owner shall notify the commission's Water Supply Division, in writing, as to its completion and attest to the fact that the work has been completed essentially according to the plans and change orders on file with the commission as required in 30 TAC §290.39(h)(3).
3. All newly installed pipes and related products must conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 61-G and must be certified by an organization accredited by ANSI, as required by 30 TAC §290.44(a)(1).
4. Plastic pipe for use in public water systems must bear the National Sanitation Foundation Seal of Approval (NSF pw-G) and have an ASTM design pressure rating of at least 150 psi or a standard dimension ratio of 26 or less, as required by 30 TAC §290.44(a)(2).
5. No pipe which has been used for any purpose other than the conveyance of drinking water shall be accepted or relocated for use in any public drinking water supply, as required by 30 TAC §290.44(a)(3).
6. Water transmission and distribution lines shall be installed in accordance with the manufacturer's instructions. However, the top of the water line must be located below the frost line and in no case shall the top of the water line be less than 24 inches below ground surface, as required by 30 TAC §290.44(a)(4).
7. Pursuant to 30 TAC §290.44(a)(5), the hydrostatic leakage rate shall not exceed the amount allowed or recommended by the most current AWWA formulas for PVC pipe, cast iron and ductile iron pipe. Include the formulas in the notes on the plans.
 - The hydrostatic leakage rate for polyvinyl chloride (PVC) pipe and appurtenances shall not exceed the amount allowed or recommended by formulas in America Water Works Association (AWWA) C-605 as required in 30 TAC §290.44(a)(5). Please ensure that the formula for this calculation is correct and most current formula is in use;

$$Q = \frac{LD\sqrt{P}}{148,000}$$

Where:

- Q = the quantity of makeup water in gallons per hour,
- L = the length of the pipe section being tested, in feet,
- D = the nominal diameter of the pipe in inches, and
- P = the average test pressure during the hydrostatic test in pounds per square inch (psi).

- The hydrostatic leakage rate for ductile iron (DI) pipe and appurtenances shall not exceed the amount allowed or recommended by formulas in America Water Works Association (AWWA) C-600 as required in 30 TAC §290.44(a)(5). Please ensure that the formula for this calculation is correct and most current formula is in use;

$$L = \frac{SD\sqrt{P}}{148,000}$$

Where:

- L = the quantity of makeup water in gallons per hour,
 - S = the length of the pipe section being tested, in feet,
 - D = the nominal diameter of the pipe in inches, and
 - P = the average test pressure during the hydrostatic test in pounds per square inch (psi).
8. Projects constructed on or after January 4, 2014 must comply with changes to the Safe Drinking Water Act that reduce the maximum allowable lead content of pipes, pipe fittings, plumbing fittings, and fixtures to 0.25 percent.
 9. The system must be designed to maintain a minimum pressure of 35 psi at all points within the distribution network at flow rates of at least 1.5 gallons per minute per connection. When the system is intended to provide firefighting capability, it must also be designed to maintain a minimum pressure of 20 psi under combined fire and drinking water flow conditions as required by 30 TAC §290.44(d).
 10. The contractor shall install appropriate air release devices in the distribution system at all points where topography or other factors may create air locks in the lines. All vent openings to the atmosphere shall be covered with 16-mesh or finer, corrosion resistant screening material or an acceptable equivalent as required by 30 TAC §290.44(d)(1).
 11. Pursuant to 30 TAC §290.44(d)(4), accurate water meters shall be provided. Service connections and meter locations should be shown on the plans.
 12. Pursuant to 30 TAC §290.44(d)(5), sufficient valves and blowoffs to make repairs. The engineering report shall establish criteria for this design.
 13. Pursuant to 30 TAC §290.44(d)(6), the system shall be designed to afford effective circulation of water with a minimum of dead ends. All dead-end mains shall be provided with acceptable flush valves and discharge piping. All dead-end lines less than two inches in diameter will not require flush valves if they end at a customer service. Where dead ends are necessary as a stage in the growth of the system, they shall be located and arranged to ultimately connect the ends to provide circulation.
 14. The contractor shall maintain a minimum separation distance in all directions of nine feet between the proposed waterline and wastewater collection facilities including manholes and septic tank drainfields. If this distance cannot be maintained, the contractor must immediately notify the project engineer for further direction. Separation distances, installation methods, and materials utilized must meet 30 TAC §290.44(e)(1-4) of the current rules.

15. Pursuant to 30 TAC §290.44(e)(5), the separation distance from a potable waterline to a wastewater main or lateral manhole or cleanout shall be a minimum of nine feet. Where the nine-foot separation distance cannot be achieved, the potable waterline shall be encased in a joint of at least 150 psi pressure class pipe at least 18 feet long and two nominal sizes larger than the new conveyance. The space around the carrier pipe shall be supported at five-foot intervals with spacers or be filled to the springline with washed sand. The encasement pipe shall be centered on the crossing and both ends sealed with cement grout or manufactured sealant.
16. Pursuant to 30 TAC §290.44(e)(6), fire hydrants shall not be installed within nine feet vertically or horizontally of any wastewater line, wastewater lateral, or wastewater service line regardless of construction.
17. Pursuant to 30 TAC §290.44(e)(7), suction mains to pumping equipment shall not cross wastewater mains, wastewater laterals, or wastewater service lines. Raw water supply lines shall not be installed within five feet of any tile or concrete wastewater main, wastewater lateral, or wastewater service line.
18. Pursuant to 30 TAC §290.44(e)(8), waterlines shall not be installed closer than ten feet to septic tank drainfields.
19. Pursuant to 30 TAC §290.44(f)(1), the contractor shall not place the pipe in water or where it can be flooded with water or sewage during its storage or installation.
20. Pursuant to 30 TAC §290.44(f)(2), when waterlines are laid under any flowing or intermittent stream or semi-permanent body of water the water main shall be installed in a separate watertight pipe encasement. Valves must be provided on each side of the crossing with facilities to allow the underwater portion of the system to be isolated and tested.
21. The contractor shall disinfect the new water mains in accordance with AWWA Standard C-651 and then flush and sample the lines before being placed into service. Samples shall be collected for microbiological analysis to check the effectiveness of the disinfection procedure which shall be repeated if contamination persists. A minimum of one sample for each 1,000 feet of completed water line will be required or at the next available sampling point beyond 1,000 feet as designated by the design engineer, in accordance with 30 TAC §290.44(f)(3).

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SAMPLE FORMS

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Contractor's Application For Payment No. 1

To (Owner): TBD	Application Period: TBD through TBD	Application Date: TBD
	From (Contractor): TBD	Via (Engineer) TBD
Project: TBD	Contract: Start TBD, TBD days	
Owner's Contract No:	Contractor's Project No:	Engineer's Project No:

Approved Change Orders			
Number	Additions	Deductions	
			1. ORIGINAL CONTRACT PRICE..... \$ 0.00
			2. Net change by Charge Orders..... \$ 0.00
			3. CURRENT CONTRACT PRICE (Line 1 + 2)..... \$ 0.00
			4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate)..... \$ 0.00
			5. RETAINAGE:
			a. 10% Work Completed \$ 0.00
			b. 10% Stored Material \$ 0.00
			c. Total Retainage (Line 5a + Line 5b) \$ 0.00
			6. AMOUNT ELIGIBLE TO DATE (Line 4-Line 5c) \$ 0.00
			7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ 0.00
			8. AMOUNT DUE THIS APPLICATION..... \$ 0.00
			9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)..... \$ 0.00
TOTALS	\$0.00	\$0.00	
NET CHANGE BY CHANGE ORDERS			

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

<p>CONTRACTOR'S CERTIFICATION</p> <p>The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.</p>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; padding-bottom: 5px;"> Payment of: <u>\$0.00</u> (Line 8 or other - attach explanation of other amount) </td> <td style="width: 50%; border-bottom: 1px solid black; padding-bottom: 5px;"> _____ (Date) </td> </tr> <tr> <td style="border-bottom: 1px solid black; padding-bottom: 5px;"> is recommended by: _____ (Engineer) </td> <td style="border-bottom: 1px solid black; padding-bottom: 5px;"> _____ (Date) </td> </tr> <tr> <td style="border-bottom: 1px solid black; padding-bottom: 5px;"> Payment of: _____ (Line 8 or other - attach explanation of other amount) </td> <td style="border-bottom: 1px solid black; padding-bottom: 5px;"> _____ (Date) </td> </tr> <tr> <td style="border-bottom: 1px solid black; padding-bottom: 5px;"> is approved by: _____ (Owner) </td> <td style="border-bottom: 1px solid black; padding-bottom: 5px;"> _____ (Date) </td> </tr> </table>	Payment of: <u>\$0.00</u> (Line 8 or other - attach explanation of other amount)	_____ (Date)	is recommended by: _____ (Engineer)	_____ (Date)	Payment of: _____ (Line 8 or other - attach explanation of other amount)	_____ (Date)	is approved by: _____ (Owner)	_____ (Date)
Payment of: <u>\$0.00</u> (Line 8 or other - attach explanation of other amount)	_____ (Date)								
is recommended by: _____ (Engineer)	_____ (Date)								
Payment of: _____ (Line 8 or other - attach explanation of other amount)	_____ (Date)								
is approved by: _____ (Owner)	_____ (Date)								
By: _____	Date: _____								
Approved by: _____ Funding Agency (if applicable)									

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Certificate of Substantial Completion

Project:	Owner:	Owner's Contract No.:
Contract:		Date of Contract:
Contractor:		Engineer's Project No.:

This [tentative] [definitive] Certificate of Substantial Completion applies to:

- ☐ All Work under the Contract Documents: ☐ The following specified portions:

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- ☐ Amended Responsibilities ☐ Not Amended

Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

_____ Executed by Engineer	_____ Date
_____ Accepted by Contractor	_____ Date
_____ Accepted by Owner	_____ Date

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Change Order

Number:

Date of Issuance:		Effective Date:	
Project:	Owner:	Owner's Contract Number:	
Contract:		Date of Contract:	
Contractor:		Engineer's Project Number:	
The Contract Documents are modified as follows upon execution of this Change Order:			
Description:			
Attachments: (List documents supporting change):			
Change in Contract Price:		Change in Contract Times	
Original Contract Price: \$		Original contract times: [working] [calendar] days Substantial completion (days or date): Ready for final payment (days or date):	
[Increase][Decrease] from previously approved change orders No. to No. \$		[Increase][Decrease] from previously approved change orders No. to No. Substantial completion (days): Ready for final payment (days or date):	
Contract price prior to this change order \$		Contract times prior to this change order Substantial completion (days or date): Ready for final payment (days or date):	
[Increase][Decrease] of this change order \$		[Increase][Decrease] of this change order Substantial completion (days or date): Ready for final payment (days or date):	
Contract price incorporating this change order \$		Contract times with all approved change orders: Substantial completion (days or date): Ready for final payment (days or date):	
RECOMMENDED:	ACCEPTED:		ACCEPTED:
By:	By:	By:	
Engineer (authorized signature)	Owner (authorized signature)	Contractor (authorized signature)	
Date:	Date:	Date:	
Approved by funding agency (if applicable):			Date:

Change Order

Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

CONTRACTORS AFFIDAVIT

The State of _____ Date _____

The County of _____

The City of _____

(Officer's Name Title) Of _____
(Contractor's Name)

has furnished all labor and material entering into the _____
_____ at _____
(Kind of Work) (Name and Location of Plant or Work)

called for in contract(s) dated _____ with _____
(Owner's Name)

_____ states further that he has full knowledge of all
(Officer's Name)

obligations for such labor and materials which have entered into and become part of that certain project known and designated above, and he further disposes and says that all debts and other obligations for such labor and materials have been fully and completely paid for in good and lawful money of the United States of America and that there are no suits for damages against them proceeding, prospective or otherwise, in consequence of their operations on the above said project.

The said _____ will hold the Owners,

_____, blameless of any and all Mechanic's Liens
(Owner's Name)

that may be hereafter entered or filed for record. So as to constitute charge against said premises for work or labor done or materials furnished by them.

IN WITNESS WHEREOF, he has heretofore put his hand and seal.

(Officer's Name)

(Seal)

I, _____, Notary Public in and for the above named County and

State do hereby certify the _____ Personally known to me to be the affiant in the foregoing affidavit, personally appeared before me this day and, having been dully sworn, deposes and say that the facts set forth in the above affidavit are true and correct.

WITNESS my hand and seal this _____ day of _____, 20____.

_____ My commission expires _____

LOCATION AND PLAN SHEETS

12" WATERLINE PROJECT BOB TEDFORD DRIVE

FOR

CITY OF FARMERSVILLE
COLLIN COUNTY, TEXAS

APRIL 2014



DANIEL & BROWN INC.
ENGINEERS/CONSULTANTS/PLANNERS

118 McKinney St.

P.O. Box 606

Farmersville, Texas 75442

Phone 972-784-7777

Fax 972-782-7721

www.DBIConsultants.com

Registration No.: F-002225



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 Fax 972-782-7721
 www.DBIconsultants.com

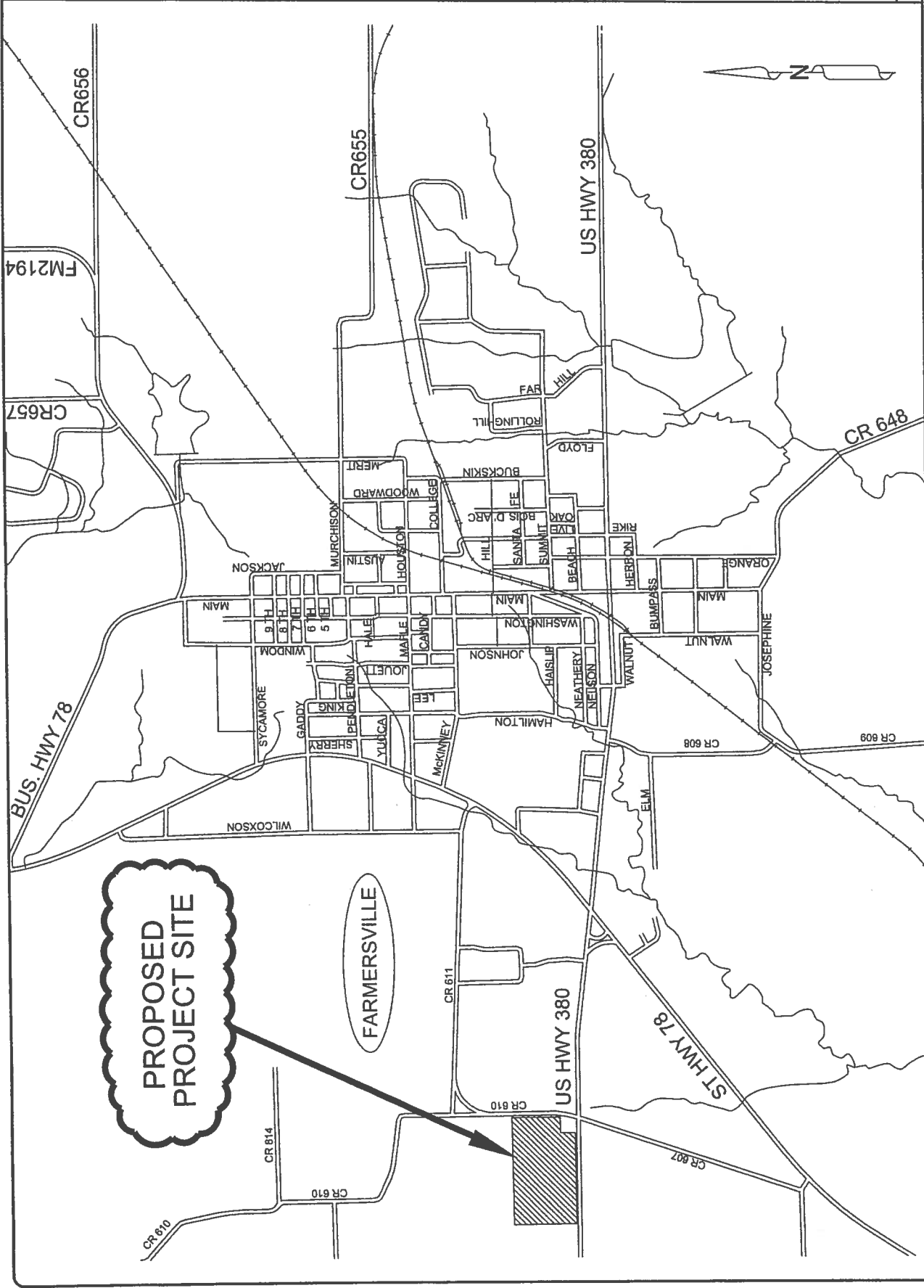
REGISTRATION NO.: F-0022225
 DATE: 04-14-14
 REVISION: N.C.
 DRAWN: M.K.W.
 DESIGNED: J.M.S.

FILE: N:\Farmersville City of WVL 12IN BOB TEDFORD DR 4-14\OVERALL



VICINITY PLAN
 PROPOSED 12" WATERLINE PROJECT
 FOR
 BOB TEDFORD DRIVE
 CITY OF FARMERSVILLE
 COLLIN COUNTY, TEXAS

SHEET 1 OF 11



SYMBOL	DESCRIPTION
—	WATERLINE - EX. TO REMAIN IN PLACE
—	WATERLINE - EX. TO ABANDON / REMOVE
—	WATERLINE - PROPOSED
—	GAS LINE - EXISTING
—	SEWER LINE - EXISTING
—	ROW - EXISTING
—	ROW - PROPOSED
—	REDUCER
—	FLUSH VALVE
—	GATE VALVE
—	WATER METER - EXISTING TO REMAIN
—	WATER METER EX. TO ABANDON / REMOVE
—	WATER METER - PROPOSED
—	WIRE FENCE
—	WIRE FENCE - EXISTING TO REMAIN
—	FIRE HYDRANT - PROPOSED
—	FIRE HYDRANT - EX. TO ABANDON / REMOVE

GENERAL NOTES:

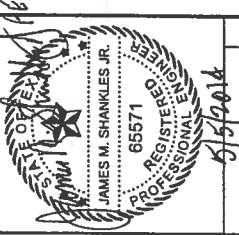
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF FARMERSVILLE AND THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS (NCTCOG) STANDARD SPECIFICATIONS FOR THE PUBLIC WORKS CONSTRUCTION OR AS AMENDED.
- ALL RULES & REGULATIONS OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) FOR THE INSTALLATION OF WATER LINES SHALL BE MET.
- ALL WATER LINE CROSSINGS OF SANITARY SEWER LINES SHALL BE AS SHOWN IN THE PLANS AND MEET TCEQ REQUIREMENTS.
- PIPES 12" IN DIAMETER AND SMALLER SHALL BE POLYVINYL CHLORIDE (P.V.C.) (AWWA C900 DR 18) OR DUCTILE IRON PIPE (D.I.P.) (AWWA C151 CLASS 50). ALL D.I.P. SHALL BE WRAPPED WITH A POLYETHYLENE LINER.
- PIPES LARGER THAN 12" IN DIAMETER SHALL BE REINFORCED CONCRETE CYLINDER PIPE (AWWA C301 OR AWWA C303). DUCTILE IRON PIPE (AWWA C151 CLASS 50) OR POLYVINYL CHLORIDE PIPE UP TO 18" MEETING THE REQUIREMENTS OF AWWA C905 - 235 PSI RATED PIPE.
- ALL VALVES ON PIPES 12" AND SMALLER SHALL BE RESILIENT SEALED WEDGE VALVES (AWWA C509).
- ALL VALVES ON PIPES LARGER THAN 12" BUT SMALLER THAN 30" SHALL BE BUTTERFLY VALVES (AWWA C504) OR RESILIENT SEALED WEDGE VALVES (AWWA C509).
- ALL VALVES ON PIPES 30" AND LARGER SHALL BE BUTTERFLY VALVES (AWWA C504). EMBEDMENT SHALL BE AS SHOWN IN THE PLANS. BACKFILL WITHIN THE LIMITS OF EXISTING AND PROPOSED PAVEMENT SHALL BE COMPACTED TO 95% STANDARD PROCTOR, IN LIFTS NO LARGER THAN 12". BACKFILL OUTSIDE THE LIMITS OF EXISTING AND PROPOSED PAVEMENT SHALL BE COMPACTED TO MINIMUM OF 92% STANDARD PROCTOR. ALL COMPACTION SHALL BE BY MECHANICAL METHODS.
- WATER LINES SHALL BE PRESSURE TESTED IN ACCORDANCE WITH NCTCOG ITEM 506.
- ALL HORIZONTAL AND VERTICAL BENDS SHALL BE BLOCKED.
- ALL VALVES AND FITTINGS SHALL BE PROPERLY RESTRAINED WITH MEGA-LUGS OR APPROVED EQUIVALENT. VALVES AND FITTINGS SHALL BE DOMESTIC.

GENERAL NOTES CONT.:

- ALL FIRE HYDRANTS SHALL BE INSTALLED WITH A 24"x24" SQUARE REINFORCED CONCRETE PAD.
- ALL WATER LINES SHALL BE SWABBED IN THE PRESENCE OF THE INSPECTOR PRIOR TO BACKFILLING.
- WATER LINES SHALL BE INSTALLED WITH A MINIMUM OF 48 INCHES OF COVER.
- WATER LINES AND/OR ROAD CROSSINGS WHICH MAY BE INSTALLED ON PUBLIC RIGHT OF WAYS SHALL BE SUBJECT TO APPLICABLE STATE, COUNTY OR CITY REGULATIONS. ROAD CROSSINGS SHALL BE ENCASED ACCORDING TO STATE, COUNTY OR CITY REGULATIONS.
- EXISTING WATER LINES SHALL REMAIN IN SERVICE DURING CONSTRUCTION OF NEW WATER LINES.
- EXISTING UTILITIES SHALL BE LOCATED, IDENTIFIED, AND PROTECTED DURING THE INSTALLATION OF THE NEW WATER LINE.
- WATER LINES MAY NOT BE BACK FILLED UNTIL INSPECTED AND APPROVED BY A DISTRICT REPRESENTATIVE.
- NEW WATER LINES SHALL BE TESTED, DISINFECTED, AND FLUSHED IN ACCORDANCE WITH TCEQ REQUIREMENTS INCLUDING TAKING THE REQUIRED NUMBER OF BACTERIOLOGICAL SAMPLES WHICH INDICATE PROPER DISINFECTION BEFORE THE WATER LINE CAN BE PLACED INTO SERVICE.
- THE WATER LINE MATERIALS AND INSTALLATION SHALL BE GUARANTEED BY THE CONTRACTOR FOR A MINIMUM PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE.
- THE CITY SHALL BE HELD HARMLESS FROM ANY DAMAGES OCCURRING DURING THE CONSTRUCTION OR WARRANTY PERIOD. ALL DAMAGES AS A RESULT OF THE WATER LINE CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- STEEL CASING SHALL BE INSTALLED UNDER STATE ROADS & PVC CASING UNDER COUNTY/CITY ROADS. A ROAD BORE PERMIT MUST BE DISPLAYED AND AVAILABLE FOR INSPECTION AS REQUIRED.
- WATER LINES SHALL BE INSTALLED IN ACCORDANCE WITH TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) WATER DISTRIBUTION SYSTEM GENERAL CONSTRUCTION NOTES.
- WATER LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE FOLLOWING DANIEL & BROWN, INC. SPECIFICATIONS: 205-WATER LINE INSTALLATION, 201-EARTHWORK, 1002-TRENCH EVACUATION SAFETY SYSTEMS UNLESS OTHERWISE NOTED IN THESE PLANS.
- DURING INSTALLATION A MINIMUM SEPARATION DISTANCE SHALL BE MAINTAINED IN ALL DIRECTIONS OF NINE FEET BETWEEN THE PROPOSED WATERLINE AND WASTE WATER COLLECTION FACILITIES, INCLUDING MANHOLES AND SEPTIC TANK DRAINFIELDS. IF THIS DISTANCE CANNOT BE MAINTAINED, THE INSTALLER SHALL IMMEDIATELY NOTIFY THE ENGINEER FOR FURTHER DIRECTION. SEPARATION DISTANCES, INSTALLATION METHODS, AND MATERIALS UTILIZED SHALL MEET 290.44 OF THE TCEQ RULES. NO COVERING OF LINES ALLOWED, UNTIL INSPECTED BY ENGINEER'S REPRESENTATIVE.
- WATERLINE ENCASEMENT FOR THE PURPOSES OF A GAS LINE CROSSING SHALL BE IN ACCORDANCE WITH GAS LINE OWNER'S SPECIFICATIONS.
- CASING SPACERS AND END CAPS ARE REQUIRED. CASING SPACERS SHALL BE INSTALLED AT LEAST EVERY 8 FEET AND FOR WATERLINES EQUAL TO OR GREATER THAN 2 INCHES.
- CONTRACTOR SHALL PROVIDE ALL METER SETTINGS. OWNER SHALL PROVIDE WATER METERS.
- ALL BORE PITS OR OPEN EXCAVATION SHALL BE CLOSED THE SAME DAY THEY ARE OPENED IF AT ALL POSSIBLE. ANY PIT OR EXCAVATION LEFT OPEN OVERNIGHT SHALL BE BARRICADED. TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) RULES AND REGULATIONS SHALL APPLY FOR STATE RIGHT OF WAY APPLICATIONS.
- WATER METERS SHALL NOT BE PLACED ON ROADWAY RIGHT-OF-WAY.
- ABATEMENT AND REMEDIATION, IF APPLICABLE, OF ASBESTOS CONCRETE WATER LINES, SHALL BE DONE IN ACCORDANCE WITH CITY OF FARMERSVILLE SPECIFICATION 1003, ASBESTOS CEMENT PIPE REMOVAL.
- WATER LINES, CROSSING BENEATH THE PROPOSED ROADWAY SURFACE, SHALL MAINTAIN A MINIMUM CLEARANCE OF 18 INCHES BETWEEN THE BOTTOM OF THE PAVEMENT STRUCTURE AND THE WATER LINE/ENCASEMENT.
- FIRE HYDRANTS SHALL BE PAINTED. COLOR SELECTION SHALL BE IN ACCORDANCE WITH TCEQ REQUIREMENTS. COLOR SELECTION AND PAINT TYPE SHALL BE APPROVED BY CITY OF FARMERSVILLE.
- TRACER WIRE SHALL BE INCLUDED FOR ALL WATER LINE IN ACCORDANCE WITH DANIEL & BROWN, INC. SPECIFICATION 205, WATER LINE INSTALLATION.
- THE CONTRACTOR SHALL SUPPLY ALL EQUIPMENT NECESSARY TO SUCCESSFULLY CONDUCT ALL WATER TESTS, INCLUDING BUT NOT LIMITED TO, TEST PORTS, SAMPLE CONTAINERS, PUMPS, EXTERNAL WATER LIE, EXTERNAL HOSES, ETC.
- THE CUSTOMER OR CUSTOMER'S REPRESENTATIVE SHALL HAVE THE OPTION TO WITNESS ANY TESTS DONE IN CONNECTION WITH THE PROJECT.
- ALL THIRD PARTY TEST FACILITIES, USED IN CONNECTION WITH THE PROJECT, WILL BE APPROVED BY CITY BEFORE THEY ARE UTILIZED.
- CONTRACTOR SHALL BE RESPONSIBLE FOR STREET AND DRIVEWAY REPAIRS AND PROPER DISPOSAL OF EXCAVATED MATERIALS AND CONSTRUCTION DEBRIS.

PROPOSED 12" WATERLINE PROJECT
BOB TEDFORD DRIVE
FOR
CITY OF FARMERSVILLE
COLLIN COUNTY, TEXAS

GENERAL NOTES



DANIEL & BROWN INC.
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Phone 972-784-7771
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www.DanielBrown.com

DESIGNED: J.M.S.
DRAWN: M.K.W.
REVISION: INC.
DATE: 04-14-14
FILE: N:\Farmersville City ofm, 12IN BOB TEDFORD DR & 14thOVERALL
REGISTRATION NO.: F-002225

DANIEL & BROWN INC.
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DESIGNED: J.M.S.
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 DATE: 04-14-14
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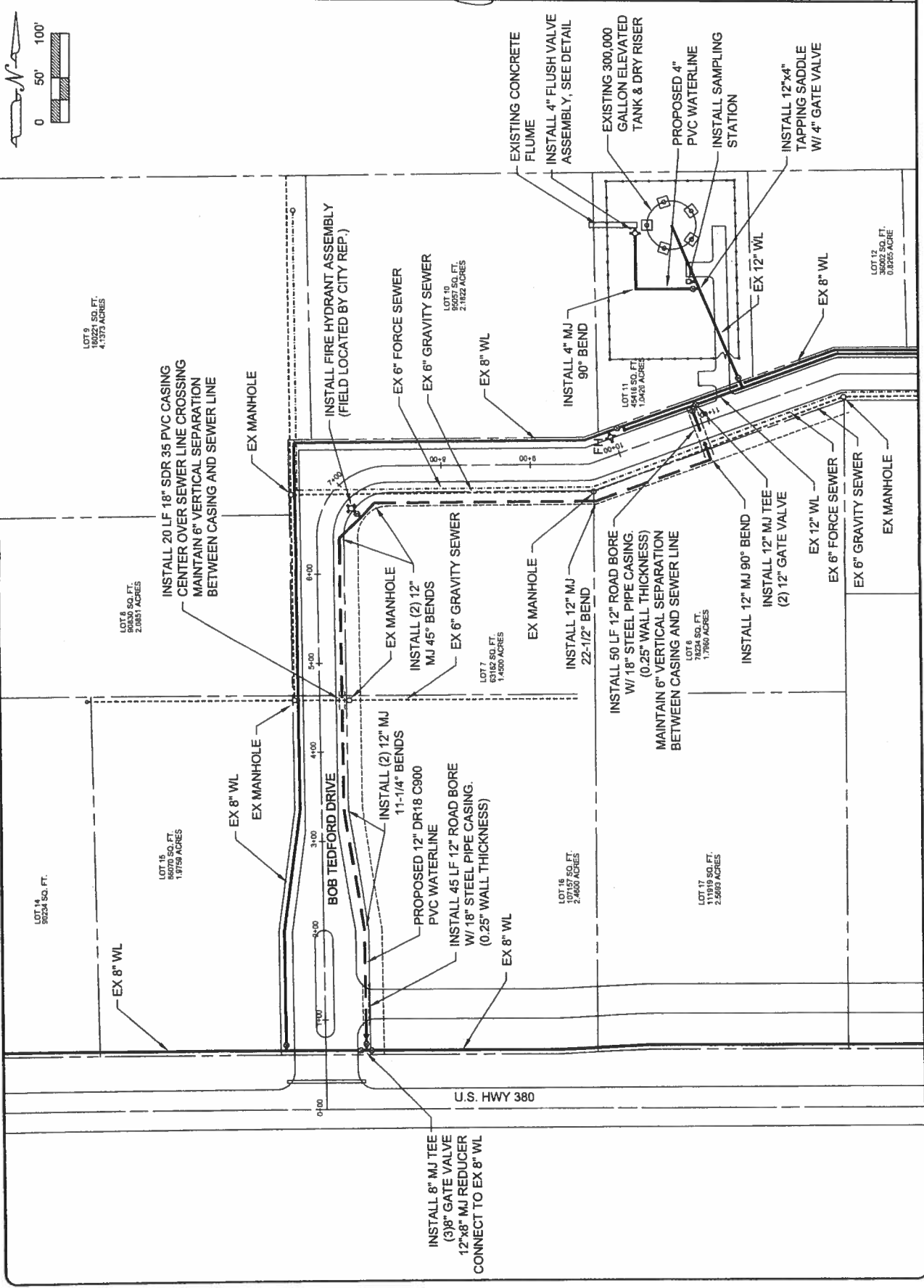
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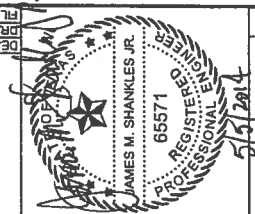


PROPOSED 12" WATERLINE PROJECT
FOR
BOB TEDFORD DRIVE
CITY OF FARMERSVILLE
COLLIN COUNTY, TEXAS

SITE PLAN

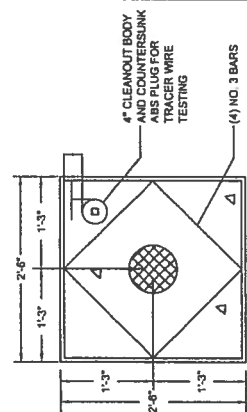
SHEET 3 OF 11





PROPOSED 12" WATERLINE PROJECT
 BOB TEDFORD DRIVE
 FOR
 CITY OF FARMERSVILLE
 COLLIN COUNTY, TEXAS
STANDARD DETAILS

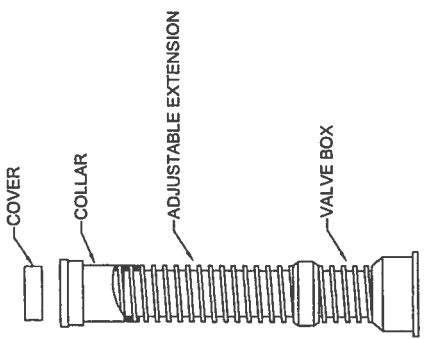
GENERAL NOTE:
 1. CONCRETE PAD 30" SQUARE TO BE POURED AROUND ALL VALVE BOXES NOT PLACED WITHIN CONCRETE PAVEMENT. 3000 P.S.I. CONCRETE



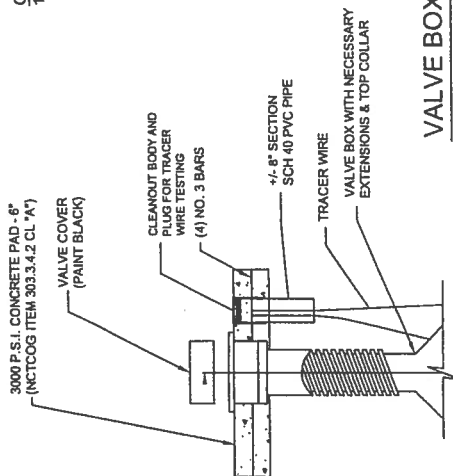
VALVE BOX PAD PLAN
 NO SCALE

WATER VALVE NOTES:

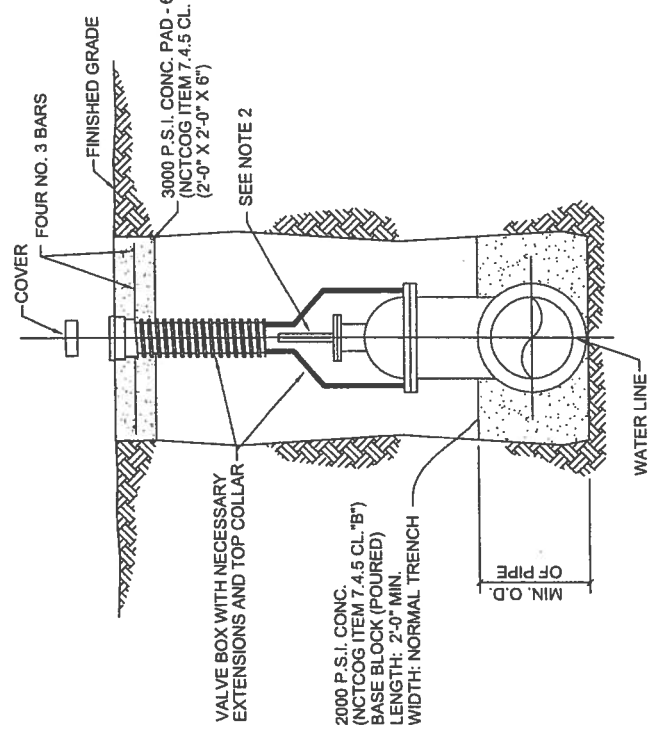
1. 4" TO 12" GATE VALVE SHALL BE RESILIENT SEATED WEDGE GATE VALVES ACCORDANCE WITH AWWA STANDARD C-509.
2. A PERMANENTLY ATTACHED VALVE EXTENSION STEM SHALL BE REQUIRED FOR ANY VALVE WHOSE OPERATING NUT IS LOCATED IN EXCESS OF 4 FEET BELOW THE TOP OF VALVE BOX. THIS EXTENSION SHALL BE OF SUFFICIENT LENGTH TO INSURE THAT ITS TOP IS WITHIN 4" OF THE VALVE BOX COVER.
3. PAINT COVER IN ACCORDANCE WITH THE FOLLOWING:
 FIRE HYDRANT: RED
 NORMAL WATER: BLUE
 DEAD END: WHITE
 FLUSH VALVE: BLACK
 SAMPLING STATION: BLACK
 BLOW OFF VALVE: BLACK



VALVE BOX WITH EXTENSION
 NO SCALE



3000 P.S.I. CONC. PAD - 6 INCH
 (NCTCOG ITEM 7.4.5 CL. "A")



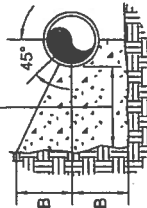
VALVE SETTING & BOX
 NO SCALE

GATE VALVE INSTALLATION
 NOT TO SCALE

NOTES:

1. FOR VERT. BEND DOWN IN EXCESS OF 11 1/4" BEND, ANCHORAGE SHALL BE DESIGNED BY ENGINEER.
2. BE SIMILAR TO THAT FOR HORIZ. BEND.
3. GLANDS & BOLTS SHALL BE PROTECTED FROM CONC. BY PLASTIC SHEETING WHEN POURING THRUST BLOCKS.
4. ALL THRUST BLOCK & SUPPORT CONC. SHALL BE 3000 PSI READY MIX CONC.
5. THRUST BLOCKS WITH "B" DIMENSION GREATER THAN 30" SHALL HAVE THE RESTRAINED PIPE INSTALLED WITH A MINIMUM OF 4' OF COVER.
6. IF UNDER 100 PSI WORKING PRESSURE, RESTRAINT JOINTS MUST BE USED. IF EQUAL OR GREATER THAN 100 PSI WORKING PRESSURE, BOTH BLOCK AND RESTRAINT JOINTS ARE REQUIRED.

18" MIN.-10"DIA. & LESS
24" MIN.-12"DIA. & GREATER



SECTION X-X

BENDS AND TEES

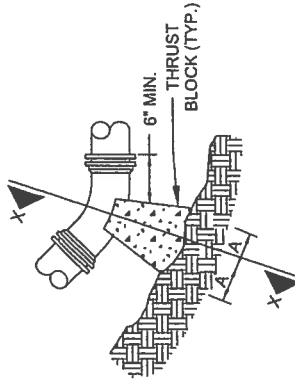
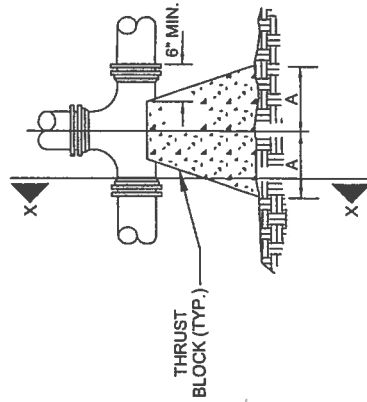
NO SCALE

PIPE SIZE	90° BEND	45° BEND	22 1/2° BEND	11 1/4° BEND	TEE	PLUG
4"	A	B	A	B	A	C
6"	8"	8"	6"	6"	11"	10"
8"	12"	10"	8"	8"	11"	12"
10"	16"	12"	10"	10"	11"	12"
12"	20"	16"	12"	12"	14"	16"
16"	24"	20"	16"	16"	18"	20"
24"	32"	28"	20"	20"	22"	24"
30"	40"	36"	28"	28"	30"	32"

PRESSURE = 200 psi
BEARING = 2000 pcf
FACTOR OF SAFETY = 1.5

NOTES:

1. ALL JOINTS SHALL BE RESTRAINED ON BOTH SIDES OF THE FITTING FOR THE LENGTH SHOWN UNLESS OTHERWISE INDICATED.
2. REDUCER IS ONE SIZE SMALLER THAN PIPE LISTED. RESTRAINED LENGTH IS UPSTREAM ON THE LARGE SIDE OF THE REDUCER.
3. IF UNDER 100 PSI WORKING PRESSURE, RESTRAINT JOINT(S) ARE TO BE USED. IF EQUAL TO OR OVER 100 PSI WORKING PRESSURE, BOTH THRUST BLOCK AND RESTRAINT JOINTS SHALL BE USED.



PLAN BENDS

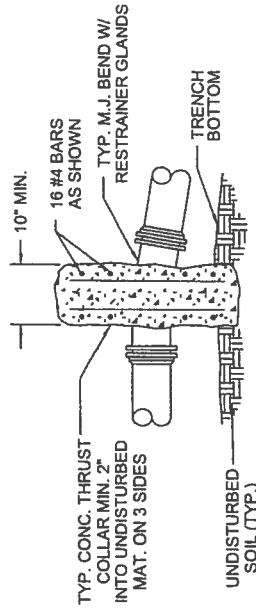
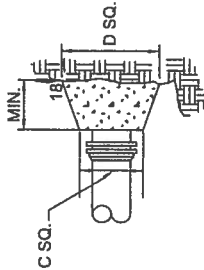
NO SCALE

PIPE SIZE	PIPE	90° BEND	45° BEND	22 1/2° BEND	11 1/4° VALVE	TEE / PLUG BRANCH	RED.	VERT.	VERT.
6"	D.I.	28"	12"	6"	3"	38"	20"	23"	11"
8"	D.I.	37"	15"	7"	4"	51"	21"	30"	15"
10"	D.I.	45"	19"	9"	4"	61"	20"	37"	18"
12"	D.I.	53"	22"	11"	5"	73"	19"	43"	21"
16"	PVC	30"	12"	6"	3"	56"	38"	35"	17"
24"	PVC	40"	16"	8"	4"	74"	56"	46"	22"
30"	PVC	47"	20"	9"	5"	89"	82"	56"	27"
36"	PVC	56"	23"	11"	6"	108"	88"	66"	32"

FACTOR OF SAFETY = 1.5

PLAN AND ELEVATION PLUGS

NO SCALE

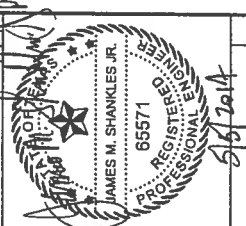


SECTION OF VERTICAL BEND

NO SCALE

DANIEL & BROWN INC.
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118 McKinney St.
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www.DBIconsultants.com

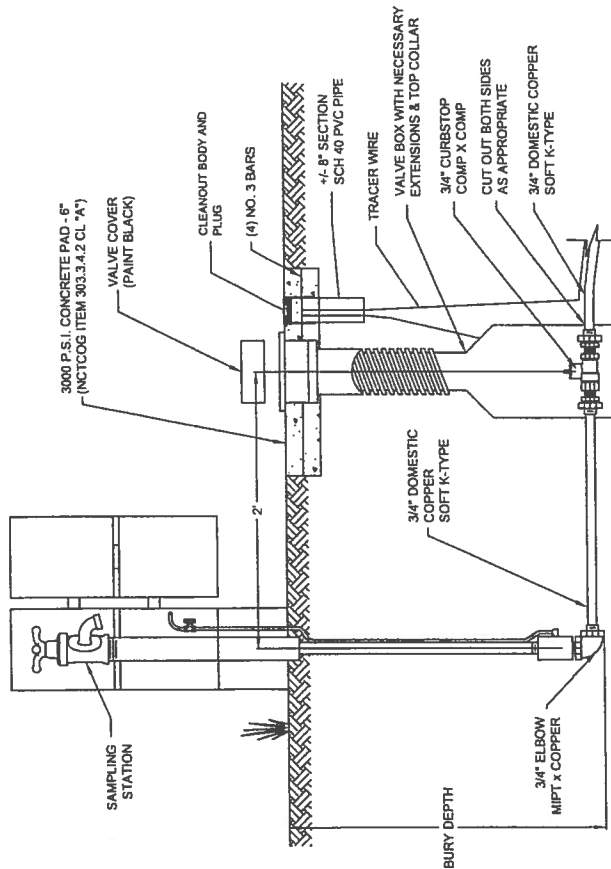
DESIGNED: JMS
DRAWN: M.K.W.
REVISION: NC
DATE: 04-14-14
REGISTRATION NO.: F-0022225



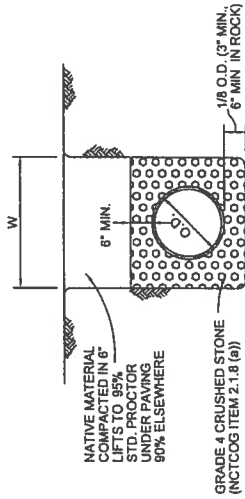
PROPOSED 12" WATERLINE PROJECT
FOR
BOB TEDFORD DRIVE
CITY OF FARMERSVILLE
COLLIN COUNTY, TEXAS

STANDARD DETAILS

- GENERAL NOTES:**
1. SAMPLING STATIONS SHALL BE 2'-6" BURY, WITH A 3/4" IR VALVE, AND A 1/2" HOSE OR UNTHREADED NOZZLE.
 2. ALL STATIONS SHALL BE ENCASED IN A LOCKABLE CARRIER PIPE, AND THE WATER WILL FLOW IN ALL DIRECTION.
 3. THE STATION SHALL BE REMOVABLE FOR OPERATION, AND THE WATER WILL FLOW IN ALL DIRECTION.
 4. ALL WORKING PARTS WILL ALSO BE OF BRASS AND BE REMOVABLE FROM ABOVE GROUND WITH NO DIGGING.
 5. A COPPER VENT TUBE SHALL BE INSTALLED FROM THE TOP OF THE STATION TO THE SURFACE OF THE GROUND.
 6. A COPPER VENT TUBE SHALL BE INSTALLED FROM THE TOP OF THE STATION TO THE SURFACE OF THE GROUND.
 7. AND TO MAINTAIN BACTERIAL GROWTH.
 8. ECLIPSE HO. 88 SAMPLING STATION SHALL BE MANUFACTURED BY ECLIPSE FOUNDRY, ST. LOUIS, MO 63102.



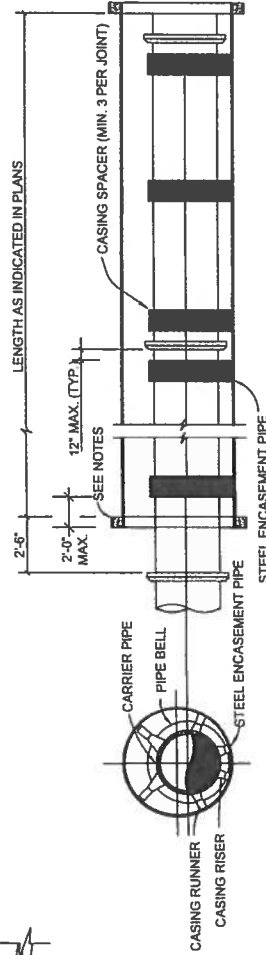
SAMPLING STATION
NOT TO SCALE



CLASS B+ EMBEDMENT

STD PVC WATER

- NOTES:**
1. 3 MORTAR BANDS MAY BE USED IN LIEU OF CASING SPACERS FOR R.C.C.P.
 2. CONTRACTOR SHALL PROVIDE SUPPORT UNDER CARRIER PIPE TO HAVE MIN. 1.5" CLEARANCE BETWEEN PIPE BELL AND ENCASEMENT PIPE.
 3. ENDS OF ENCASEMENT PIPE SHALL BE PLUGGED WITH BRICK AND MORTAR FOR ROADWAY CROSSINGS AND CLAY FOR ROADWAY CROSSINGS.
 4. CONTRACTOR SHALL FURNISH & INSTALL A MINIMUM OF 3 CASING SPACERS PER JOINT OF PIPE. CASING SPACERS SHALL BE INSTALLED ACCORDING TO MANUFACTURERS RECOMMENDATIONS. CASING SPACERS SHALL BE AS MANUFACTURED BY P.S.I. OR APPROVED EQUAL.



SECTION

ENCASED ROAD OR RAILROAD BORE
NOT TO SCALE

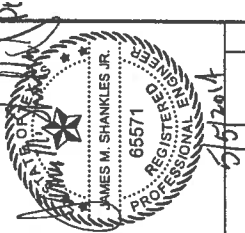
PROPOSED 12" WATERLINE PROJECT
FOR
BOB TEDFORD DRIVE
CITY OF FARMERSVILLE
COLLIN COUNTY, TEXAS

STANDARD DETAILS

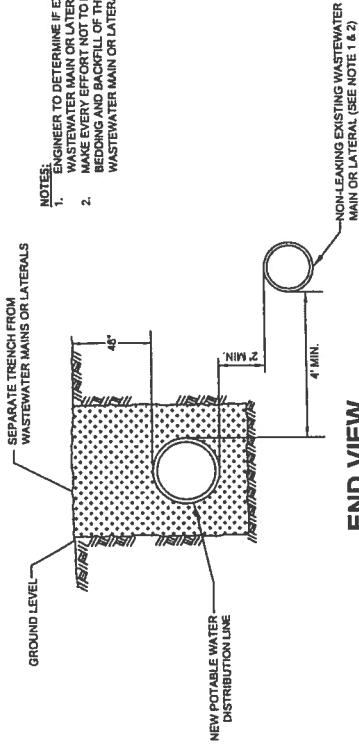
SHEET 6 OF 11

DANIEL & BROWN INC.
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DESIGNED: J.M.S.
DRAWN: M.K.W.
REVISION: N/C
DATE: 04-14-14
REGISTRATION NO.: F-002225
FILE: N:\Farmersville City of ML 12IN BOB TEDFORD DR + 14OVERALL



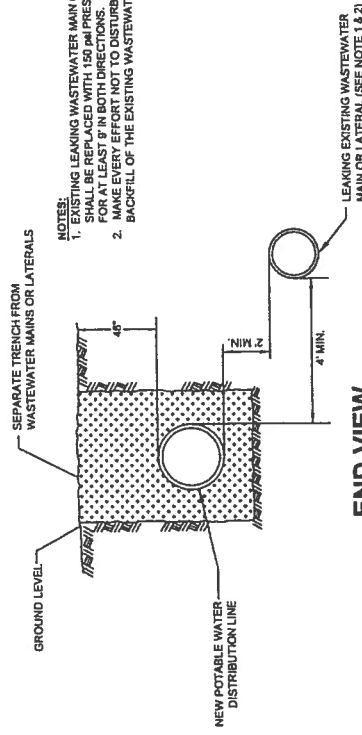
- NOTES:
1. ENGINEER TO DETERMINE IF EXISTING WASTEWATER MAIN OR LATERAL IS NOT LEAKING.
 2. MAKE EVERY EFFORT NOT TO DISTURB THE BEDDING AND BACKFILL OF THE EXISTING WASTEWATER MAIN OR LATERAL.



TYPICAL WATER LINE INSTALLATION - PARALLEL LINES

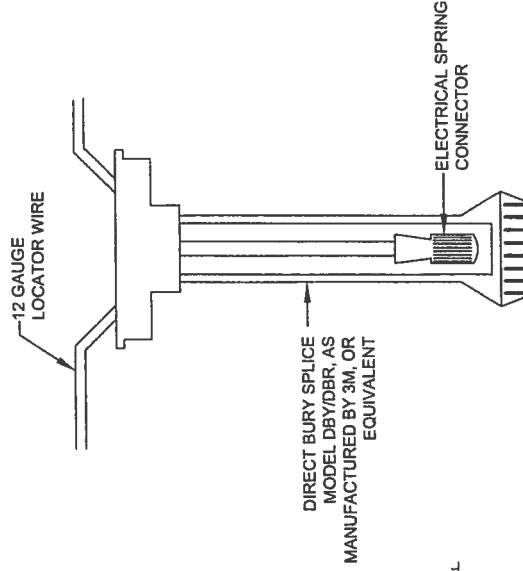
9' SEPARATION DISTANCE CANNOT BE ACHIEVED.
EXISTING NON-LEAKING WASTEWATER MAIN OR LATERAL.

- NOTES:
1. EXISTING LEAKING WASTEWATER MAIN OR LATERAL SHALL BE REPLACED WITH 150 PSI PRESSURE RATED PPE, FOR AT LEAST 8" IN BOTH DIRECTIONS.
 2. BACKFILL OF THE EXISTING WASTEWATER MAIN OR LATERAL.



TYPICAL WATER LINE INSTALLATION - PARALLEL LINES

9' SEPARATION DISTANCE CANNOT BE ACHIEVED.
EXISTING LEAKING WASTEWATER MAIN OR LATERAL.



LOCATOR WIRE DIRECT BURY SPlice DETAIL

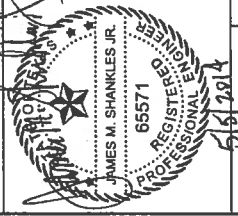
NOT TO SCALE

PROPOSED 12" WATERLINE PROJECT
FOR
BOB TEDFORD DRIVE
CITY OF FARMERSVILLE
COLLIN COUNTY, TEXAS

STANDARD DETAILS

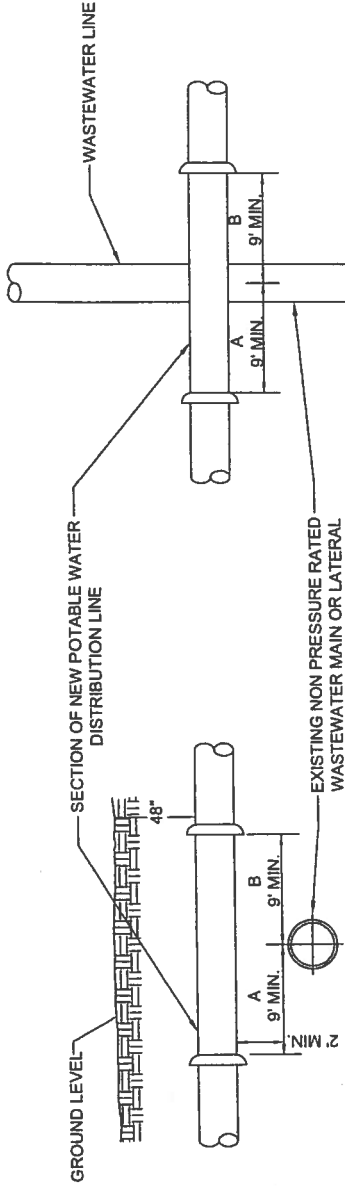
SHEET 7 OF 11

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DESIGNED: J.M.S.
DRAWN: M.K.W.
DATE: 04-14-14
REVISION: NC
REGISTRATION NO.: F-0022225
FILE: N:\Farmersville City of WML 12IN BOB TEDFORD DR 4-14\OVERFALL

- NOTES:**
1. A AND B ARE EQUIDISTANT IF EXISTING WASTEWATER MAIN OR LATERAL SHOWS SIGNS OF LEAKING. IT SHALL BE REPLACED AT LEAST 9' IN BOTH DIRECTIONS (18 FEET TOTAL) WITH AT LEAST 150psi PRESSURE RATED PIPE.
 - 2.

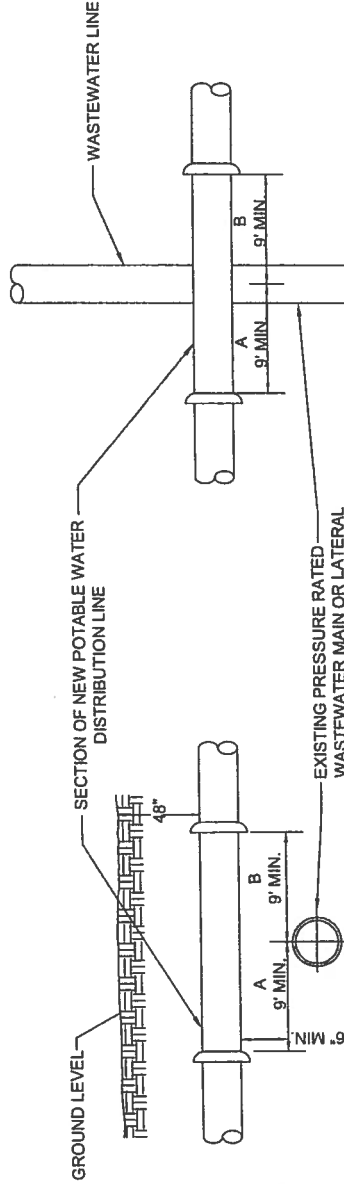


SIDE VIEW
NOT TO SCALE

TOP VIEW
NOT TO SCALE

TYPICAL WATER LINE INSTALLATION - CROSSING LINES

9' SEPARATION DISTANCE CANNOT BE ACHIEVED.
EXISTING NON-PRESSURE RATED MAIN OR LATERAL.



SIDE VIEW
NOT TO SCALE

TOP VIEW
NOT TO SCALE

TYPICAL WATER LINE INSTALLATION - CROSSING LINES

9' SEPARATION DISTANCE CANNOT BE ACHIEVED.
EXISTING PRESSURE RATED MAIN OR LATERAL.

PROPOSED 12" WATERLINE PROJECT
FOR
BOB TEDFORD DRIVE
CITY OF FARMERSVILLE
COLLIN COUNTY, TEXAS

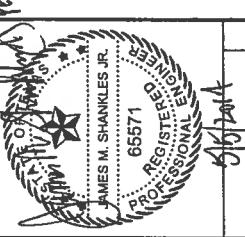
STANDARD DETAILS

SHEET 8 OF 11

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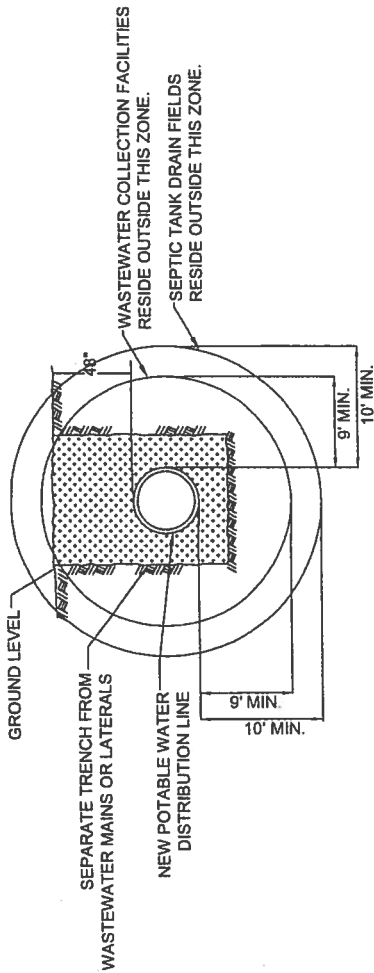
DESIGNED: J.M.S.
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REVISION: NC
DATE: 04-14-14
REGISTRATION NO.: F-0022225



FILE: N:\Farmersville City of MWL 12IN BOB TEDFORD DR 4-11\OVERALL

NOTES:

1. FIRE HYDRANTS SHALL NOT BE INSTALLED WITHIN 9' VERTICALLY OR HORIZONTALLY OF ANY WASTEWATER MAIN, LATERAL, OR SERVICE LINE.
2. SUCTION MAINS SHALL NOT CROSS WASTEWATER MAINS, LATERALS, OR SERVICE LINES.
3. RAW WATER SUPPLY LINES SHALL NOT BE INSTALLED WITHIN 5' OF ANY TILE OR CONCRETE WASTEWATER MAINS, LATERALS, OR SERVICE LINES.



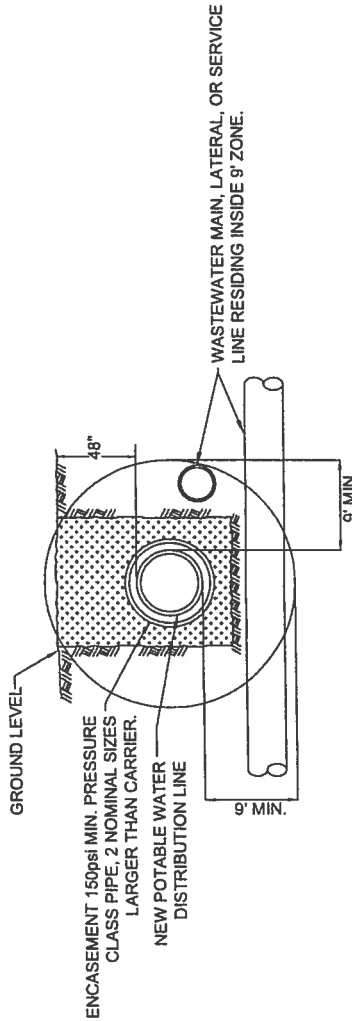
END VIEW
NOT TO SCALE

TYPICAL WATER LINE INSTALLATION

9' SEPARATION DISTANCE CAN BE ACHIEVED

NOTES:

1. SPACE AROUND CARRIER PIPE SUPPORTED EVERY 5' WITH SPACERS.
2. IF CROSSING IS ENCOUNTERED, ENCASEMENT PIPE SHALL BE CENTERED WITH RESPECT TO THE CROSSING.
3. ENCASEMENT EXTENDS FOR 9' MINIMUM BEYOND THE POINTS WHERE THE 9' KEEP-OUT ZONE IS ENCOUNTERED.
4. ENCASEMENT SHALL BE SEALED AT THE ENDS WITH CEMENT GROUT OR MANUFACTURED SEALANT.



END VIEW
NOT TO SCALE

TYPICAL WATER LINE INSTALLATION PARALLEL OR CROSSING

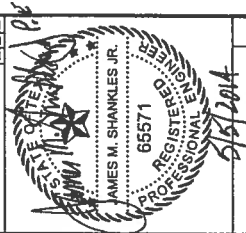
ALTERNATE INSTALLATION

9' SEPARATION DISTANCE CAN BE ACHIEVED

PROPOSED 12" WATERLINE PROJECT
FOR
BOB TEDFORD DRIVE
CITY OF FARMERSVILLE
COLLIN COUNTY, TEXAS

STANDARD DETAILS

SHEET 9 OF 11



DANIEL & BROWN INC.
ENGINEERS/CONSULTANTS/PLANNERS
118 McKinney St.
P.O. Box 606
Farmersville, Texas 75442
Phone 972-784-7777
Fax 972-782-7721
www.DBIconsultants.com
DESIGNED: J.M.S.
DRAWN: M.K.W.
DATE: 04-14-14
REVISION: NC
REGISTRATION NO.: F-0022225

DANIEL & BROWN INC.

ENGINEERS/CONSULTANTS/PLANNERS

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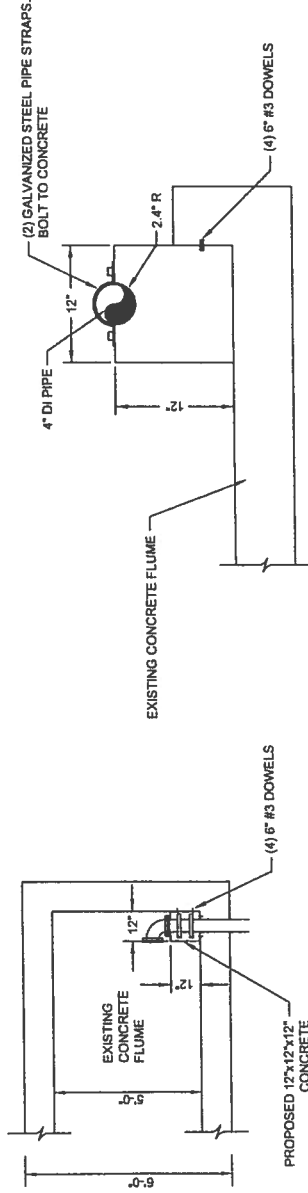
DESIGNED: J.M.S.
DRAWN: M.K.W.
REVISION: NC
DATE: 04-14-14
REGISTRATION NO.: F-0022225

FILE: N:\Farmersville City of ML 12IN BOB TEDFORD DR 4-14\OVERALL



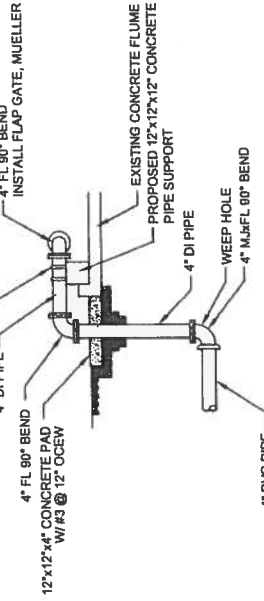
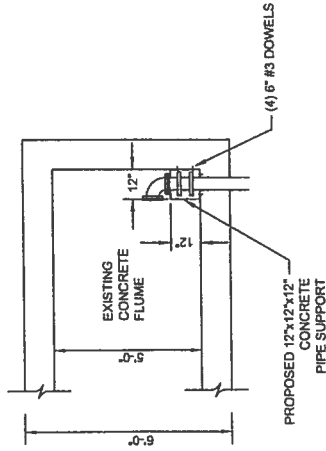
FLUSH VALVE SIDE VIEW

NOT TO SCALE



FLUSH VALVE PLAN VIEW

NOT TO SCALE



FLUSH VALVE DETAIL

NOT TO SCALE

PROPOSED 12" WATERLINE PROJECT
FOR
BOB TEDFORD DRIVE
CITY OF FARMERSVILLE
COLLIN COUNTY, TEXAS

STANDARD DETAILS

SHEET 11 OF 11





TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: Consider, discuss and act upon an agreement with Collin County to provide jail services during fiscal year 2014-2015

- An agreement is attached for review

ACTION: Approve or deny the agreement as presented.



Amendment No. Eight (8) _____

Office of the Purchasing Agent
Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, TX 75069
972-548-4165

Vendor: CITY OF FARMERSVILLE
Joseph E. Helmberger, P.E.
205 South Main Street
Farmersville, TX 75442

Contract Agreement, Jail Services
Agreement No. 12130-08
Effective Date 10/01/2012

Awarded by Court Order No.:	<u>2003-087-02-11</u>
Amendment # 1	<u>2004-773-09-28</u>
Amendment # 2	<u>2006-282-03-28</u>
Amendment # 3	<u>2007-763-09-11</u>
Amendment # 4	<u>2008-786-09-23</u>
Amendment # 5	<u>2009-722-09-14</u>
Amendment # 6	<u>2010-506-07-26</u>
Amendment # 7	<u>2011-805-10-10</u>
Amendment # 8	

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGE TO THIS CONTRACT

Amend: Section 2: Term to read as follows:

2.01 This Agreement shall be for a period of one (1) year ending September 30, 2013, and may be renewed for an additional one (1) year term as agreed in writing by both parties. If the Basic Charge per day is increased at any time during the Agreement/Renewal period, the Agreement will be revised and forwarded to the entity with the revised Basic Charge Fee.

Except as provided herein, all terms and conditions of the contract remain in full force and effect and may only be modified in writing signed by both parties.

ACCEPTED BY:

CITY OF FARMERSVILLE

Joseph E. Helmberger, P.E.
205 South Main Street
Farmersville, TX 75442

SIGNATURE

TITLE: Mayor
DATE: 07/08/2014

ACCEPTED AND AUTHORIZED BY
AUTHORITY OF COLLIN COUNTY
COMMISSIONERS' COURT

Collin County Administration Building
2300 Bloomdale Rd, Ste 3160
McKinney, Texas 75071

Frank Ybarbo
Purchasing Agent
DATE: _____



TO: Mayor and Councilmembers

FROM: Ben White, City Manager

DATE: July 8, 2014

SUBJECT: Consider, discuss and act upon an agreement with Collin County to provide dispatch services during fiscal year 2014-2015 which also includes a Virtual Private Network Connection Policy and Agreement

- An agreement is attached for review

ACTION: Approve or deny the agreement as presented.

INTERLOCAL DISPATCH SERVICES AGREEMENT

This agreement is entered into on the ____ day of _____, 2014, by and between the City of Farmersville (the “City”) and Collin County, a political subdivision of the State of Texas (the “County”).

RECITALS

1. The County, through the Sheriff’s Office, owns and operates communication facilities used in dispatching its law enforcement and emergency service personnel.
2. The City desires to obtain certain dispatch services from the County. Therefore, under the authority of Texas Government Code, Title 7, Interlocal Cooperation Act, Section 791 et seq., the parties agree as follows:

SECTION 1. DEFINITIONS

DISPATCH SERVICES. The term “Dispatch Services” means all services necessary for the Collin County Sheriff’s Office to receive calls for law enforcement service within the City’s jurisdiction and to dispatch the City’s law enforcement personnel in response to such calls.

SECTION 2. TERM

2.01 TERM. The term of this agreement shall commence on the 1st day of October, 2014, and shall continue in full force and effect through September 30, 2015.

2.02 TERMINATION. Either party may terminate this agreement by giving ninety (90) days written notice to the other party.

SECTION 3. SERVICES

SERVICES TO BE PROVIDED. The County agrees to provide dispatch services through the Sheriff’s Office to the City in the same manner and under the same work schedule as such services are provided in the operation of the County’s law enforcement personnel.

For each user the City is required to complete and return **Attachment (A)**, Connection Policy and Agreement Form for the Virtual Private Network (VPN).

SECTION 4. NONEXCLUSIVITY OF SERVICE PROVISION

The parties agree that the County may contract to perform services similar or identical to those specified in this agreement for such additional governmental or public entities as the County, in its sole discretion, sees fit.

SECTION 5. COMPENSATION

5.01 The dispatch service charges for FY2015 in the amount of \$27,889.00 shall be paid by the City in quarterly installments of \$6,972.25. This amount is based upon the prior year call volume at the rate of \$6.68 per radio incident.

5.02 PAYMENT UPON EARLY TERMINATION. If this agreement is terminated prior to the conclusion of a three-month period for which a payment has been made pursuant to Section 5.01 of this agreement, the entire amount paid shall belong to the County without prorating.

5.03 SOURCE OF PAYMENT. The City agrees that payments that it is required to make under this agreement shall be made out of the City's current revenues.

SECTION 6. CIVIL LIABILITY

Any civil liability relating to the furnishing of services under this agreement shall be the responsibility of the City. The parties agree that the County shall be acting as agent for the City in performing the services contemplated by this agreement.

The City shall hold the County free and harmless from any obligation, costs, claims, judgments, attorney's fees, attachments, and other such liabilities arising from or growing out of the services rendered to the City pursuant to the terms of this agreement or in any way connected with the rendering of said services, except when the same shall arise because of the willful misconduct or culpable negligence of the County, and the

County is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction.

SECTION 7. AMENDMENT

This agreement shall not be amended or modified other than in a written agreement signed by the parties.

SECTION 8. CONTROLLING LAW

This agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Texas.

SECTION 9. NOTICES

9.01 FORM OF NOTICE. Unless otherwise specified, all communications provided for in this agreement shall be in writing and shall be deemed delivered, whether actually received or not, forty-eight (48) hours after deposit in the United States mail, first class, registered or certified, return receipt requested, with proper postage prepaid or immediately when delivered in person.

9.02 ADDRESSES. All communications provided for in this agreement shall be addressed as follows:

(A) Collin County, Dispatch Services to:
Purchasing Department
2300 Bloomdale #3160
McKinney, Texas 75071

(B) If to the City, to:

(C) Collin County, Virtual Private Network (VPN) to:
Information Technology Department
2300 Bloomdale #3198
McKinney, Texas 75071

Or to such person at such address as may from time to time be specified in a notice given as provided in this Section 9. In addition, notice of termination of this agreement by the City shall be provided by the City to the County Judge of Collin County as follows:

The Honorable Keith Self
Collin County Judge
Collin County Administration Building
2300 Bloomdale Rd. Suite 4192
McKinney, Texas 75071

SECTION 10. CAPTIONS

The headings to the various sections of this agreement have been inserted for the convenient reference only and shall not modify, define, limit or expand the express provision of this agreement.

SECTION 11. COUNTERPARTS

This agreement may be executed in counterparts, each of which, when taken separately, shall be deemed an original.

SECTION 12. OBLIGATIONS OF CONDITION

All obligations of each party under this agreement are conditions to further performance of the other party's continued performance of its obligation under the agreement.

SECTION 13. EXCLUSIVE RIGHT TO ENFORCE THIS AGREEMENT

The County and the City have the exclusive right to bring suit to enforce this agreement, and no party may bring suit, as a third-party beneficiary or otherwise, to enforce this agreement.

SECTION 14. PRIOR AGREEMENTS SUPERSEDED

This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written oral agreements between the parties respecting the services to be provided under this agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.

“COUNTY”

COLLIN COUNTY, TEXAS

BY: _____

TITLE: _____

DATE: _____

“CITY”

BY: _____

TITLE: _____

DATE: _____

Connection Policy and Agreement Form

Virtual Private Network (VPN)

1.0 Purpose

The purpose of this document is to provide the framework for granting remote access to Collin County services/equipment through a Virtual Private Network (VPN).

2.0 Scope

This policy applies to Collin County employees, contractors, government agencies, consultants, temporaries, and other workers including all personnel affiliated with third parties utilizing VPN to access the Collin County network. This policy applies to all Collin County VPN implementations.

3.0 Policy

Authorized parties (Collin County employees, customers, vendors, government agencies, etc.) may utilize the benefits of VPN, which are a "user managed" service. This means that the user is responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing any required software, and paying associated fees.

Additionally,

1. It is the responsibility of the user with VPN privileges to ensure that unauthorized users are not allowed access to Collin County internal networks. User accounts and passwords are NOT to be shared with anyone.
2. Authorized parties and the Collin County employees sponsoring the request for VPN are responsible for defining what services/equipment the authorized parties need access to. Access will be restricted to only those defined objects. Attempting to connect or access any service/device not defined will be considered a violation of the Collin County VPN policy.
3. The authorized parties and the Collin County employees sponsoring the VPN request are also responsible for defining the time scope that the VPN account will be active. All accounts are setup with an expiration date not to exceed 6 months, unless otherwise authorized to be a longer timeframe or permanent by the County.
4. VPN use is to be controlled using either a one-time password authentication such as a token device or a public/private key system with a strong pass phrase.
5. When actively connected to the county network, the VPN will force all traffic to and from the remote PC over the VPN tunnel; all other traffic will be dropped.
6. Dual (split) tunneling is NOT permitted; only one network connection is allowed.
7. VPN gateways will be established and managed by Collin County Infrastructure Department.
8. All computers connected to Collin County internal networks via VPN or any other technology must use the most up-to-date anti-virus software from a reputable IT vendor; this includes personal computers. The anti-virus software must be updated with the latest definition files from that vendor.
9. All users connecting to the Collin County internal networks via VPN or any other technology must keep their systems up to date with the latest security patches for their operating system and applications installed on their connecting systems.
10. VPN users may be automatically disconnected from Collin County's network after sixty minutes of inactivity. The user must then logon again to reconnect to the network.
11. Users of computers that are not Collin County owned equipment must comply with the Collin County acceptable use policy when accessing the Internet while connected through the VPN.
12. Only approved VPN clients may be used.
13. Upon termination of a contract from Collin County, or at the request of the Collin County staff, the user must uninstall the VPN connection from their computer.
14. Vendors expressly agree to notify the County of staffing changes involving employees or subcontractors with access to the County's network within 24 hours or next business day.
15. Customer and vendor accounts will only operate in a defined date range. They will only be operable during project implementation, on an as needed basis, or per the County contractually agreement for remote support. Remote support will only be activated by calling Collin County and requesting access to the VPN. This request must include an end date when remote support will no longer be needed. After those events have been completed the VPN accounts will be disabled.
16. After six months of expired inactivity, Active Directory and VPN accounts will be permanently deleted, unless otherwise approved by the County.

17. Accounts may be locked out after a certain number of failed attempts.
18. VPN users who have lost their password will have to contact their sponsoring parties to request a password reset. The sponsoring party will then contact Collin County IT to reset the password for the VPN user.
19. It is the responsibility of the user with VPN privileges to install, configure and setup their systems to connect to Collin County based on the information provided to them.
20. Users connect at their own risk and Collin County is not responsible for any damages that they may incur from connecting through the VPN to Collin County
21. Prior to acquiring VPN access all users will be required to pass a background check unless otherwise approved by the County.
22. If the County migrates to a new network connection technology it is the responsibility of the vendor or agency to budget and obtain any required technology upgrade in order to maintain their network connection to the County. The vendor or agency will be provided advance notification for this change.

4.0 Granting Access

To obtain access via VPN, the vendor/Agency/User must be sponsored by a party currently employed at Collin County and IT must agree this access is needed for the Collin County information systems. The vendor/agency/user must sign this form agreeing to protect the security of the Collin County network. For external Collin County VPN users, the Request for VPN Access must be signed and approved by the Manager who is responsible for the external user. VPN expiration will be based on the contract length unless further time is requested by Collin County Management. The initial setup and testing will be performed during normal operating hours, Monday – Friday, 8 am – 5 pm, and requires a minimal or two weeks' notice to schedule.

5.0 Enforcement

Collin County Infrastructure Department may actively monitor the VPN concentrator for any suspicious and inappropriate activity. Any VPN user found to have violated any part of this policy may have their VPN access terminated immediately.

6.0 Liability

Vendor expressly agrees that they shall be liable for any and all damages, including but not limited to actual, consequential, or incidental damages, for disruptions caused by their negligence or intentional misconduct to the County's services/equipment resulting from or related to Vendor's connection to the County's networks. Vendor also expressly agrees to notify the County of staffing changes involving employees with access to the County's network within 24 hours.

Unauthorized access or use is prohibited and will be prosecuted to the fullest extent. Anyone using this system expressly consents to monitoring and is advised that if such monitoring reveals possible evidence of criminal activity system personnel may provide the evidence of such monitoring to law enforcement officials. Anyone using the system connects at their own risk and assumes all responsibilities for any possible damage to their own equipment.

7.0 Definitions

Term	Definition
VPN	Virtual Private Network. An extension of Collin County's internal private network.
VPN Concentrator	Physical device that manages VPN connections.
VPN Client	Remote computer with VPN software utilizing VPN services.
Vendor Management	Person in vendor company that can take responsibility for the liability clause of this document.
Dual (split) tunneling	When utilizing VPN, a connection (tunnel) is created to Collin County's network utilizing the Internet. Dual split tunneling allows for this connection as well as a secondary connection to another source. This technology is NOT supported when utilizing Collin County's VPN.
User	Employee, vendor, contractor, consultant, temporaries, customers, government agencies, etc.
Sponsoring Party	Collin County employee requesting access for a non-employee user to have access to Collin County services/equipment through the VPN. The employee may be someone in IT.

Vendor Management's Signature (if applicable)

Printed Name: _____ Signature: _____

E-Mail Address: _____ Phone: _____ Date: _____

VPN Users Signature

Printed Name: _____ Signature: _____

E-Mail Address: _____ Phone: _____ Date: _____

Sponsoring Party's Signature

Printed Name: _____ Signature: _____

E-Mail Address: _____ Phone: _____ Date: _____

Return form to:

Caren Skipworth
2300 Bloomdale #3198
McKinney, Texas 75071



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: Consider, discuss and act upon enforcement of the Sign Ordinance within the City's Extra Territorial Jurisdiction

- An excerpt of the Sign Ordinance is attached for review

ACTION: Council to act as deemed necessary.

Sec. 56-1. Penalty.

Any person violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and, upon conviction in the municipal court, shall be subject to a fine not to exceed the sum of \$500.00 for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense.

(Ord. No. 2007-48, § 4, 10-9-2007)

Sec. 56-3. Applicability.

The terms and conditions of this chapter shall apply to signs located within the corporate city limits and its extraterritorial jurisdiction to the full extent permitted by and not otherwise prohibited by V.T.C.A., Local Government Code ch. 216.

(Ord. No. 2007-48, app. A, § 1-1, 10-9-2007)

Sec. 56-4. Sign permits.

- (a) *Permit required.* No sign, other than those signs allowed without a permit by sections 56-31 and 56-54, shall be erected, placed, attached, secured, altered or displayed on the ground, or to any building, or any structure, until a permit for such sign has been issued by the building official. An application for a sign permit may be obtained from the city.
- (b) *Application.* The city shall approve or deny an application for a sign permit within 30 days of the building inspection division's receipt of the application. A sign permit will be issued if a proposed sign conforms to all Code provisions.
- (c) *Diagram of sign location.* Upon request by the city, a diagram shall be provided showing the location of all signs on the property or adjacent properties. Incorrect information on an application shall be grounds for denial or revocation of a sign permit.
- (d) *Not to issue for prohibited locations.* No sign permit shall be issued under this section for any sign in a district where signs are prohibited by Chapter 77, Zoning, as it currently exists or may be amended by ordinance.
- (e) *Fees.* The sign permit fee shall be a fee as established from time to time in the master fee schedule contained in appendix A of this Code.
- (f) *Interpretation and administration.* The building official shall be responsible for interpreting and administering this section. The building official may revoke any permit for a sign issued in error.

(Ord. No. 2007-48, app. A, § 2-1, 10-9-2007)

Sec. 56-5. Responsibility of compliance.

The permittee, owner, agent, or person having the beneficial use of a sign, the owner of the land or structure on which the sign is located, and the person erecting the sign are all subject to the provisions of this chapter.

(Ord. No. 2007-48, app. A, § 2-2, 10-9-2007)

Sec. 56-6. Enforcement.

- (a) *Authority.* The building official or his designee or such other person as may be appointed by the



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: Consider, discuss and act upon processes and requirements regarding special event permits

- The following ordinances are attached for review
 - Adopting Special Events
 - Consumption of alcoholic beverages in certain public places
 - Revocable License Agreement for Type A Sidewalk Use
 - Revocable License Agreement for Type B Sidewalk Use

ACTION: Council to act as deemed necessary.

**CITY OF FARMERSVILLE
ORDINANCE # O-2014-____-____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED THROUGH THE AMENDMENT OF CHAPTER 62, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," BY DELETING ARTICLE IV, "STREET USE," IN ITS ENTIRETY, AND BY ADOPTING A NEW CHAPTER 60 ENTITLED "SPECIAL EVENTS"; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Farmersville ("City") recognizes that hosting special events within the City may provide a boost to the City's economy and promote further tourism after people have visited the City; and

WHEREAS, the City Council finds that it is in the best interest of the health, safety and welfare of the residents of the City that special events should be regulated so as to give preference to established special events, avoid conflicting special events, and establish guidelines for special events to minimize negative impacts to the City's residents.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS:

SECTION 1: INCORPORATION OF FINDINGS

The findings set forth above are found to be true and correct and are hereby incorporated into the body of this Ordinance and made a part hereof for all purposes as if fully set forth herein.

SECTION 2: AMENDMENT OF CHAPTER 62, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," BY DELETING ARTICLE IV, "STREET USE," IN ITS ENTIRETY

From and after the effective date of this Ordinance, Article IV, entitled "Street Use," of Chapter 62, "Streets, Sidewalks and Other Public Places," specifically including Divisions 1 and 2 thereof together with Sections 62-91 through 62-115 contained therein is hereby deleted in its entirety.

SECTION 3: ADOPTION OF A NEW CHAPTER 60 ENTITLED "SPECIAL EVENTS"

From and after the effective date of this Ordinance, a new Chapter 60 entitled "Special Events" is hereby adopted to read as follows:

“ARTICLE I – GENERAL PROVISIONS

Sec. 60-1. Purpose.

The purpose of this chapter is to enhance the positive image of the city, to stimulate significant economic growth and promote tourism. To this end, it is the city's intent to encourage and give high priority to established special events that have a record of significantly benefiting the city and to special events that promote commercial film development in the city.

Sec. 60-2. Definitions.

The following words, terms and phrases when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant means a person, as defined herein.

City means the City of Farmersville, Texas.

City council means the city council of the City of Farmersville.

City Manager means the city manager of the City of Farmersville.

City-sponsored special event means a special event that the city council has:

- (1) Determined to be directly related to a recognized function of city government; and
- (2) Committed the city to significantly sharing in initiating, financing, supporting, and conducting the event.

Code means the Code of Ordinances, City of Farmersville, Texas.

Committee means a body comprised of representatives from various city departments.

Demonstration means a public display of the attitude of assembled persons toward a person, cause, issue, or other matter.

Department means the City of Farmersville Police Department.

Established special event means a special event that:

- (1) Occurs at least once a year;
- (2) Has an average attendance exceeding _____ participants and spectators for each day of the event or activity; and
- (3) Is open to the general public, with or without an entry fee.

Expressive activity means conduct, the sole or principal purpose of which is the expression, dissemination or communication by verbal, visual, literary or auditory means of opinions, views or ideas.

Facilities means, without limitation, all equipment, materials and apparatus associated with the conduct of the special event, including, without limitation: barriers, cables (electrical or otherwise), safety equipment and devices, water, sound system and related equipment, fencing, fence covering material, signs, tents, vehicles, fire protection equipment and apparatus, medical equipment and apparatus, seals, wiring, banners, structures and components thereof, furniture, furnishings, special lighting fixtures, trade fixtures and equipment furnished and installed or used in the operation of the event. The quality level, design and appearance of all facilities shall be of high quality appropriate to the circumstances.

Force majeure means and includes fire, casualty, strikes, lockouts, labor trouble, inability to procure materials or supplies, failure of power, governmental authority, inclement weather, acts of God, war or terrorism or the potential or actual threat thereof, public safety or public welfare considerations, riots, or local, national or international emergencies, or other reason of like nature.

Person means an individual, firm, partnership, corporation, association, organization, or other legal entity.

Special event means a temporary event or gathering of _____ or more persons for a common purpose under the direction or control of a person or entity, including a special event parade, using either private or public property, and that involves one or more of the following activities except when the activity is for construction or house-moving purposes only:

- (1) Closing of a public street;
- (2) Blocking or restriction of public property, including public rights-of-way;
- (3) Sale of merchandise, food, or beverages on public property;
- (4) Sale of alcoholic beverages on public or private property where otherwise prohibited;
- (5) Erection of a tent or canopy on public property;
- (6) Installation of a stage, band shell, trailer, van, portable building, grandstand, or bleachers on public property, or on private property where otherwise prohibited by ordinance; and/or
- (7) Placement of temporary informational signs including, but not limited to: no-parking, directional, or identification, special event signs or banners in or over a public right-of-way, or on private property where otherwise prohibited by ordinance.

Special event parade means the assembly of _____ or more persons whose gathering is for the common design of traveling or marching in procession from one location to any other location for the purpose of advertising, promoting, celebrating, or commemorating a thing, person, date, or event.

Special event permit or *permit* means the city's written authorization to hold a special event. The permit may impose

terms and conditions, and is subject to the guidelines of the permit.

Special event permit (SEP) manager means the city official, or his/her designee, designated by the city manager as primarily responsible for managing special events.

Sec. 60-3. General authority and duty of SEP Manager.

- (a) The SEP manager shall implement, administer, and enforce the provisions of this chapter.
- (b) The SEP manager has authority to issue a special event permit that authorizes one or more of the activities described in this chapter when the requirements of this chapter have been met.
- (c) In addition to other duties designated by this chapter, the city manager or the city council, the SEP manager shall provide for the enhancement of commercial film development in the city by assisting the film industry in coordinating traffic and security needs.

Sec. 60-4. Chapter cumulative.

- (a) The provisions of this chapter are cumulative of all city ordinances. Except as otherwise provided in building permits, electrical permits, food establishment permits, alcoholic beverage licenses, tent permits and all other permits and licenses required by ordinance or other law for specific activities to be conducted in conjunction with or as part of the special event, permits must be applied for separately, in accordance with the applicable ordinance or law. The SEP manager must receive any necessary permit or license in addition to the special event application in order for an applicant to obtain a special event permit.
- (b) Application for a special event permit authorizes the SEP manager to issue permits for the activities described in this chapter in locations where the activity would otherwise be prohibited by ordinance.

Sec. 60-5. Exemptions.

The following are exempt from the operation, rules, and regulations of this chapter:

- (1) A private party held on private property and to which the public is not invited, provided such party does not impact public rights-of-way or involve activities or facilities not permitted by applicable zoning regulations;
- (2) An event wholly contained on property specifically designed or suited for the event and that holds a certificate of occupancy for such use including adequate parking (e.g., a hotel ballroom);
- (3) Funeral processions;
- (4) Activities under the control of the city that are conducted on city property and which do not affect public rights-of-way;
- (5) Unorganized gatherings; and/or
- (6) A demonstration, parade or assembly related to the expression of feelings and beliefs on current political, religious, or social issues at a fixed location other than a public right-of-way (sidewalk or street).

ARTICLE II – SPECIAL EVENT PERMITS

Sec. 60-10. Permit required.

- (a) No special event may be held within the city without first obtaining a special event permit. Special event permits are issued by the Department. A special event application form may be obtained from the office of the SEP manager or as otherwise provided by the department. All applications shall be reviewed on a case-by-case basis.
- (b) Except as otherwise provided in this chapter, a special event application form must be completed and submitted to the SEP manager no fewer than:

- (1) 45 days prior to a proposed special event, excluding special events for an expressive activity; or
- (2) Ten days prior to a proposed special event involving expressive activity.

The SEP manager may waive the above requirements if the application can be processed in a shorter time period, taking into consideration the nature and scope of the proposed event and the number and types of permits required to be issued in conjunction with the special event permit.

- (c) The issuance of a special event permit grants permission to use public property proposed to be used in connection with the special event and/or authorizes the use of private property in a manner not otherwise permitted by the code in connection with the special event (the "licensed premises"). The use of such licensed premises shall be solely for the purpose of constructing, installing, operating and maintaining the special event; and for such other purposes consistent with promoting and conducting the special event as the SEP manager authorizes in writing.
- (d) The issuance of a special event permit authorizes appropriate city departments to issue permits for activities in connection with the authorized event in locations where such activities would otherwise be prohibited by ordinance.
- (e) Setup is allowed no earlier than the day immediately preceding the day of the event and must be completely removed before noon on the next succeeding business day after the event, unless otherwise determined. The placement of signs for a special event shall be in compliance with chapter 56, sign code, of the Farmersville Code.
- (f) The city and its officials, officers, employees and agents shall not be liable for any damage to or loss of any property or facilities used or planned to be used in conjunction with a special event that are suffered or sustained during set-up, removal or storage of such property, equipment, tents or other facilities and the

permittee shall indemnify the city, its officials, officers, employees and agents from and against any and all claims for any such damage or loss.

- (g) Issuance of a special event permit does not authorize removal or alteration of public property and any such removal or alteration is strictly prohibited except as expressly allowed in writing by the SEP manager, or other authorizing official.
- (h) In addition to complying with all conditions of the permit and all applicable city ordinances, regulations, rules, policies and guidelines, the permittee must comply with all applicable federal, state and county laws, rules and regulations.
- (i) A permittee may not and shall have no authority to assign, sell, transfer, pledge, encumber or otherwise convey a permit or any rights, duties, responsibilities or obligations thereunder, and any such conveyance shall be null and void and may, in the discretion of the city, result in the immediate revocation of the permit.
- (j) No rights granted by a permit shall create rights in anyone other than the permittee.

Sec. 60-11. Application process.

- (a) The applicant shall contact the SEP manager to discuss desired or available dates for the event. An event returning to the city for a successive year (a "returning event") may be given priority consideration for the same time period in which it was held in the previous year(s).
- (b) At minimum, and in addition to the information required in this article II, the application must contain the following information, all of which is public information subject to the Texas Public Information Act and other applicable law:
 - (1) Applicant information. Applicant's name, organization name, type of organization; a representation that the applicant and organization are in good standing under the laws of the state and the United States; address, including city, state, zip code, e-mail address and web site

address; mobile telephone number; telephone number; facsimile number; driver's license number; date of birth; and on-site contact name and mobile telephone number. If the applicant is a corporation, copies of a current certificate of account status issued by the state comptroller's office and a current certificate of existence issued by the state secretary of state's office, or, if the corporation is not incorporated in or holding a certificate of authorization in the state, copies of similar current certificates from the state in which the corporation is incorporated;

- (2) Event information. Event name; dates and times requested; type of event; any previous dates such event has been held; previous attendance; expected attendance; whether the event will be open to the public; admission fee; estimated budget; proposed event area; setup dates; teardown dates; event sponsors; and event beneficiaries;
- (3) Event special features. Plans for sound amplification; stage; dance floor; food and beverage service, including participating concessionaires and caterers; sale or distribution of alcohol; open flames; cooking; road closures; tents or canopies; temporary fencing; restrooms; sinks; dumpsters; trash containers; trash collection; electrical service; rentals; professional parking/valet; carnival or amusement rides or attractions; climate control; pyrotechnics; seating; animals; barricades; bicycles; decorations; golf carts; inflatables; security; transportation; signage; ticket sales; and any other special features planned for or in conjunction with the event;
- (4) Insurance. The permittee shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state and acceptable to the city. The permittee shall furnish to the city certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable

required provisions. Certificates shall reference the special event and be addressed as follows:

City of Farmersville
Attn: City Manager
205 S. Main Street
Farmersville, Texas 75442

- a. Commercial general liability insurance, including, but not limited to premises/operations, personal and advertising injury, products/completed operations, independent contractors and contractual liability, with minimum combined single limits of \$1,000,000 per occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
- b. Liquor liability insurance, either endorsed onto the above policy or written on a "stand alone" basis, if any of the following applies:
 1. The applicant is in the business of manufacturing, selling, or distributing alcoholic beverages;
 2. The applicant serves or furnishes alcoholic beverages for a charge, whether or not such activity requires a license or is for the purpose of financial gain or livelihood; or
 3. The applicant serves or furnishes alcoholic beverages without a charge, if a license is required for such activity.
- c. Business automobile liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.

The applicable insurance policies shall also be endorsed as follows:

- a. The city, its officials, employees and officers shall be named as additional insureds on the commercial general liability policy, by using endorsement CG2026 or broader.
- b. The city, its officials, employees and officers shall be named as additional insureds on any required liquor liability policy.
- c. All insurance policies shall be endorsed to the effect that the city will receive at least 30 days' notice prior to cancellation, non-renewal, termination, or material change of the policies.

All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

An applicant may request an exception from this insurance requirement, if the applicant:

- a. Executes a written agreement to indemnify the city and its officers and employees against all claims of injury or damage to persons or property, whether public or private, arising out of the special event; or
- b. Agrees to redesign or reschedule the proposed event to respond to specific risks, hazards and dangers to the public health and safety identified by the committee as being reasonably foreseeable consequences of the proposed event.

The insurance requirements for special events involving expressive activity which enjoy protection under the United States or Texas constitutions may be waived by the committee if the special event involving expressive activity poses no substantial risk of public liability or property damage.

- (5) References. List of four organizations an applicant has done business with in connection with the proposed event;
 - (6) Advertising and promotion. Listing of types of advertising and promotion, including radio, television, print ads, press releases, fliers, posters, direct mail, etc.; and
 - (7) Application fee. A non-refundable application fee of \$25.00 plus any costs incurred by the city must be submitted with the application and is required for each permit or renewal of a permit, which permit or renewal thereof shall extend only to the date(s) requested in the application and which are approved by the committee.
- (c) Fees must be in the form of a check, money order or credit card (as directed by the SEP manager) in the name of the organization stated on the application and shall be made payable to the city. Any amounts invoiced by the city must be paid within 30 days from the date of the invoice. Amounts not paid within 30 days shall incur a late fee of one (1) percent of the outstanding balance for each month payment is not received.
- (d) The committee shall review the application and make its determination within:
- (1) 14 days after a complete application for a special event, including all required fees and licenses and/or permits, has been submitted to the SEP manager, unless the application is for a special event involving expressive activity; or
 - (2) Five days after a complete application for a special event involving expressive activity, including all required fees and licenses and/or permits, has been submitted to the SEP manager;

If the SEP manager determines that clarification or additional information is necessary for proper consideration of an application, the SEP manager shall inform the applicant of such need within the foregoing applicable time period, and such time period shall

automatically be extended an additional ten days from the date clarification or additional information is provided. The committee may approve, approve with conditions, or deny an application. The SEP manager, or his designee, may also revoke a permit if he/she determines at any time after approval that the event is not in compliance with the permit or with this chapter.

In making a final determination to approve an application, each of the following factors shall be considered:

- (1) Whether the application establishes that there will be ample opportunity to properly plan and prepare for the event;
- (2) Whether the proposed dates or location conflict with another event or activity;
- (3) Whether the applicant has previous professional experience with hosting an event of the nature or scope proposed;
- (4) Whether the proposed event has been held within the city on a previous occasion;
- (5) Whether police, fire, or other city services will be unduly burdened or adversely affected by the event;
- (6) Whether the event is reasonably likely to cause injury to persons or property, to provoke disorderly conduct or to create a disturbance; and
- (7) Such other factors as the committee may deem necessary or important in evaluating an application.
- (8) The following additional factors may also be considered:
 - a. Whether the event is likely to promote tourism by attracting tourists; and/or
 - b. Whether the event is likely to have a positive economic impact by generating revenue for

Farmersville restaurants and other merchants of the city.

- (e) The SEP manager shall notify an applicant in writing of the committee's decision to deny or approve an event. If an application is approved, the notification must advise the applicant of the minimum staffing levels for the event, any specific requirements imposed pursuant to article III of this chapter, and the time frame for completing such requirements.
- (f) A special event cancelled or postponed by the city on public property due to a force majeure may be rescheduled within 90 days following its original date subject to availability of the scheduled location. There shall be no charge for such rescheduling, and City shall have no liability to applicant or any other persons or parties for such cancellation or postponement.

Sec. 60-12. Directives of SEP manager or other authorizing official.

The permittee shall comply with any and all guidelines and other reasonable rules, regulations and directives of the SEP manager or his/her designee as may be issued from time to time.

Sec. 60-13. Force majeure.

- (a) The city may, in its sole discretion, postpone, cancel, suspend or close any special event or revoke a permit for any force majeure event.
- (b) The city shall have no liability for such postponement, cancellation, suspension or closing. Further, the city shall have no liability for failure to postpone, cancel, suspend, or close a special event for a force majeure event or any other reason.

Sec. 60-14. Cancellation and revocation.

- (a) The SEP manager may deny a special event permit if:
 - (1) A special event permit has been granted for another special event at the same place and time;

- (2) An established special event is customarily held at the same place and time as the proposed special event;
- (3) The proposed special event will occupy any part of a freeway, expressway, or toll road;
- (4) The proposed special event will unreasonably disrupt the orderly flow of traffic, and no reasonable means of rerouting traffic or otherwise meeting traffic needs is available;
- (5) The applicant fails to adequately plan for:
 - a. The protection of special event participants and spectators;
 - b. Maintenance of public order in and around the special event location;
 - c. Crowd security, taking into consideration the size of the event;
 - d. Emergency vehicle access; or
 - e. Portable restroom facilities for the special event as required by the special event committee.
- (6) The applicant fails to comply with, or the proposed special event will violate, a city ordinance or other applicable law, unless the prohibited conduct or activity would be allowed under this chapter;
- (7) The applicant makes a false statement of material fact on an application for a special event permit or fails to properly complete an application for a special event permit;
- (8) The applicant fails to provide proof that the applicant possesses or is able to obtain a license or permit required by another city ordinance or other applicable law for the conduct of all activities included as part of the special event;

- (9) The applicant has had a special event permit revoked within the preceding 14 months;
- (10) The applicant has committed, within the preceding 14 months, two or more violations of a provision of a special event permit or this chapter;
- (11) The applicant fails to pay any outstanding fees assessed under this chapter for the proposed special event or for a past special event;
- (12) The applicant has conducted or sponsored one or more special event(s) within the city on at least 60 days of the same calendar year during which the proposed special event is to be held, except that this 60-day limitation does not apply to a special event that involves a commercial movie production;
- (13) The chief of the police department, the chief of the fire department, or the SEP manager determines that the special event would pose a serious threat to the public health, safety, or welfare;
- (14) The applicant or any other person responsible for the conduct or sponsorship of the special event is overdue in payment to the city of taxes, fees, fines, or penalties assessed against or imposed upon the applicant or other person;
- (15) The applicant has a history of conducting or sponsoring special events in a disorderly, unsafe, unsanitary, or fiscally irresponsible manner regardless of whether such event(s) was/were held in the City or elsewhere;
- (16) An event has been previously scheduled for the same time on property described in this chapter that is adjacent to the location of the proposed special event; or
- (17) The applicant, if it is a corporation, fails to provide copies of a current certificate of account status and current certificate of existence as required by section 60-11(b)(1).

- (b) The SEP manager shall revoke a special event permit if:
- (1) the permittee fails to comply with, or the special event is in violation of, any provision of the special event permit, a city ordinance, or any other applicable law;
 - (2) The permittee made a false statement of material fact on an application for a special event permit or failed to properly complete an application for a special event permit;
 - (3) The chief of the police department, the chief of the fire department, or the SEP manager determines that the special event poses a serious threat to the public health, safety, or welfare;
 - (4) The permittee failed to pay any outstanding fees assessed under this chapter for the proposed special event or for a past special event;
 - (5) The permittee or any other person responsible for the conduct of the special event is overdue in payment to the city of taxes, fees, fines, or penalties assessed against or imposed upon the permittee or such other person;
 - (6) The permittee, if it is a corporation, failed to provide copies of a current certificate of account status and current certificate of existence as required by section 60-11(b)(1); or
 - (7) The permittee is found guilty or pleads guilty or no contest to a citation alleging a violation of this chapter.

Sec. 60-15. Appeal from denial or revocation of a special event permit.

If the SEP manager denies the issuance of a permit or revokes a permit, the SEP manager shall issue written notice of the denial or revocation and of the right to an appeal. The applicant or permittee may appeal the decision of the SEP manager to the city manager within five days after the date of the denial or revocation. If such appeal is not made within

this five-day period, the decision of the SEP manager and/or committee shall be final. The appeal shall be decided by the city manager within ten days after the date of a timely filed appeal. An appeal of the denial or revocation shall not stay the determination and action of the SEP manager.

Sec. 60-16. Appeal of permit conditions.

A permittee who disagrees with the requirements imposed by the committee on a permit issued under this chapter may appeal to the chief of police setting forth the specific condition contested and the basis for the appeal within five days of the date of permit approval. The chief of police shall issue his/her decision within ten days and the decision of the chief of police shall be final.

Sec. 60-17. Right of entry.

The city through its officials, employees, agents, and representatives shall have the right at all reasonable times to enter upon all permitted premises for the purpose of inspecting the permitted premises, for observing the performance of obligations under this chapter, and for the doing of any act or thing which the city may be obligated to or have the right to do under the permit, this chapter, or other applicable city, county, state or federal ordinances, rules, regulations, or statutes.

Sec. 60-18. Site plan.

- (a) A conceptual site plan of the premises to be used for the event must be submitted at the time of the filing of an application for a permit.
- (b) A final site plan, which must be approved by the SEP manager or other reviewing official, must be submitted a minimum of ten days prior to the event.
- (c) The final site plan must be detailed and drawn to scale. It must show the location of all facilities. It must show the location and orientation of loudspeakers, locations for electricity and water, and all other relevant elements.
- (d) Once the final site plan is approved, it cannot be altered without the prior written consent of the city; however,

minor non-substantial on-site adjustments to the conceptual or final site plan may be made in consultation with the SEP manager.

- (e) A walk-through with the SEP manager, or his designee, to verify that the actual setup of the event site meets with the approved final site plan shall be conducted prior to the event opening.

ARTICLE III – SPECIAL PROVISIONS AND REQUIREMENTS

Sec. 60-25. City services.

To best serve the safety and welfare of the public, the following services shall be provided by the city at the sole cost and expense of the applicant when required (as determined by the special event committee) in conjunction with a special event.

- (1) Police protection, security and crowd control.
- (2) Fire protection, emergency medical services, and emergency management services.
- (3) Park maintenance.
- (4) Public works: street closures and water services.
- (5) Traffic and parking control.
- (6) Development services: building inspections, environmental health compliance, code, et al.

Sec. 60-26. Street closure plan.

Certain streets within the city may be temporarily closed to limit or exclude vehicular or pedestrian traffic prior to, during or after a special event. An applicant requesting street closure(s) for a special event shall submit for approval a traffic control plan approved by the committee showing the layout of all barricades and signs at the time of application. The committee shall consider such request in evaluating the application and may recommend additional or fewer street closures. Some street closures may require consent of businesses and property owners in the adjacent area.

Should street closures be approved, the city street department shall supervise the placement of all barricades and signs placed on public streets or on any public rights-of-way.

Sec. 60-27. Outdoor activities.

- (a) Any outside area to be occupied by persons attending the event must be completely enclosed by a temporary (during the term of the event only) interlocking fence if alcohol is served or allowed to be consumed in such area. If required fencing crosses a fire lane, a 20-foot wide emergency gate must be utilized and kept closed. The gate must be kept closed, but unlocked, at all times to accommodate public safety vehicles and provide an emergency exit. The fencing set-up must ensure that customers are not forced to re-enter an adjacent structure, if any, in order to vacate the licensed premises in case of an emergency.
- (b) All outdoor activities and entertainment must be confined to the area within the licensed premises (and if fencing is required by paragraph (a) of this section, then such activities and entertainment must be confined to the area within the fencing).
- (c) All fire lanes throughout the property on which the event takes place must be kept completely unobstructed by vehicular traffic.
- (d) Any portion of the licensed premises where alcohol is served, if less than the entire licensed premises is utilized for alcohol service, must be covered by a roof.

Sec. 60-28. Parking.

- (a) If parking needs for the event are expected to exceed the area(s) owned by or assigned to the host establishment(s), appropriate parking arrangements must be made with affected properties or establishments.
- (b) Any required handicapped parking space affected by the outdoor fencing for the event must be temporarily replaced using a space(s) outside the fenced area that is as close as practicable to the entrance to the

establishment or event. Such temporary space must meet all requirements for handicapped spaces including the required "clear zone" on the driver's side of the vehicle and appropriate signage.

Sec. 60-29. Alcoholic beverages.

- (a) Sales or service of alcoholic beverages must be in compliance with chapter 5, as amended, of this Code.
- (b) Access points into the licensed premises must be constantly manned to prevent patrons from entering or exiting with alcoholic beverages.
- (c) A copy of the permit to use public property must be provided to the Texas Alcoholic Beverage Commission ("TABC") or its successor agency.
- (d) Any required permit or letter of approval from the TABC and the city must be posted on the premises where the event takes place.
- (e) An alcoholic beverages permit must be applied for with the city secretary 45 days in advance of any special event where alcohol will be sold or served, in accordance with the requirements of chapter 5 of this code.
- (f) A copy of a current permit from TABC authorizing the permittee to sell, dispense or otherwise serve alcohol at the location must be submitted at least 12 days prior to the event.

Sec. 60-30. Electrical work.

Any electrical work performed in connection with the event must be performed by a licensed electrician registered to perform work within the city.

Sec. 60-31. Tents and canopies.

A flame-spread certificate must be obtained from the tent or canopy supplier for each tent and/or canopy used at the event. Such certificate(s) must be readily accessible for inspection by city fire department personnel.

Sec. 60-32. Outdoor food handling and food service area.

- (a) A ten-foot separation must be provided between the grill or other cooking device and any structure or any materials that may burn.
- (b) Food handling must be in accordance with federal, state, county and city guidelines.
- (c) At least one chemical fire extinguisher rated at 2A-10BC or larger must be provided in the cooking area and in each tent in accordance with the requirements of the city fire code. In addition, if charcoal or wood is used for cooking, an approved water fire extinguisher of at least two and one-half gallons must be provided.

Sec. 60-33. Concessions.

- (a) Concessionaires and caterers must be approved by the city. Where otherwise required by law, concessionaires and caterers must obtain a health permit from the city a minimum of 72 hours prior to the event and pay any required fees for temporary food service licenses.
- (b) A certified bartender shall be used for the service of alcohol when required by the SEP manager or another authorizing official, or when otherwise required by law.
- (c) The permittee shall ensure that participants, spectators, and patrons do not carry alcoholic beverages into or out of the licensed premises.

Sec. 60-34. Noise.

No loud, excessive or unusual noise is allowed between the hours of 11:00 p.m. and 7:00 a.m. during setup, operation or teardown of an event. Failure to comply with a request from the department concerning noise may result in the immediate revocation of the special event permit. Outdoor music must be provided at a volume level that is not distracting to drivers on adjacent or nearby streets and that is not disturbing to residents or adjacent businesses.

Sec. 60-35. Signs.

- (a) All signs used in connection with a special event shall be professionally executed and must comply with all applicable ordinances, rules, and regulations of the city, and be approved in writing by the SEP manager.
- (b) Written permission from the city must be obtained prior to placing signs on public property. The design and content of signs placed on public property must be approved by the city. Signs placed on public property must be designed and constructed such that they do not leave adhesive residue on property when removed. Inflated signs that are anchored to the ground, a building, or other structure are prohibited.
- (c) Permanent, existing signs on public property may not be removed or covered.
- (d) The city public works department shall supervise the placement of all directional or promotional signs placed on public streets. The rental cost of directional signs is the responsibility of the applicant and payment is required in advance of the event.

ARTICLE IV – PARADES

Sec. 60-50. Standards for issuance.

The SEP manager shall issue a permit under article II of this chapter for a special event parade when, from a consideration of the application and from such other information as may otherwise be obtained, the special event committee finds that:

- (1) The conduct of the parade will not substantially interrupt the safe and orderly movement of other traffic contiguous to its route or substantially interrupt the safe and orderly movement of other pedestrians on the sidewalk;
- (2) The conduct of the parade will not require the diversion of so great a number of police officers to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection to the city;

- (3) The conduct of such parade will not require the diversion of so great a number of ambulances as to prevent normal ambulance service to portions of the city other than that to be occupied by the proposed line of march and areas contiguous thereto;
- (4) The concentration of persons, animals and vehicles at assembly points of the parade will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such assembly areas;
- (5) The conduct of such parade will not interfere with the movement of firefighting equipment en route to a fire;
- (6) The conduct of the parade is not reasonably likely to cause injury to persons or property, or create a disturbance; and
- (7) The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays en route.

Sec. 60-51. Alternate permit.

The chief of police, in denying an application for a parade permit, shall be empowered to authorize the conduct of the parade on a date, at a time or over a route different from that named by the applicant. An applicant desiring to accept an alternate permit shall, within seven days after notice of the action of the chief of police, file a written notice of acceptance with the chief of police. An alternate parade permit shall conform to the requirements of and shall have the effect of a parade permit under this article.

Sec. 60-52. Conduct of participants during parade.

- (a) Parade participants shall not throw any articles, such as candy, toys, beads, etc., to spectators during the conduct of the parade.
- (b) Parade participants shall not engage in any conduct that may endanger other participants or spectators.

- (c) Parade participants will register with the parade chairman, who will present a list of participants and related information to the chief of police.

Sec. 60-53. Public conduct during parade.

- (a) No person shall unreasonably hamper, obstruct, impede or interfere with any parade or parade assembly or with any person, vehicle or animal participating or used in a parade.
- (b) No driver of a vehicle shall drive between the vehicles or persons comprising a parade when such vehicles or persons are in motion and are conspicuously designated as a parade, unless as directed by uniformed law enforcement personnel.
- (c) The chief of police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along any street or highway or part thereof constituting a part of the route of a parade. The chief of police shall post signs to such effect and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof.

ARTICLE V – ENFORCEMENT

Sec. 60-60. Offenses.

- (a) A person commits an offense if the person commences or conducts a special event:
 - (1) Without a special event permit; or
 - (2) In violation of any provision of a special event permit, this chapter, or any other city ordinance or applicable law, rule, standard, or regulation.
- (b) A culpable mental state is not required for the commission of an offense under this section.

Sec. 60-61. Penalty.

- (a) A person who violates a provision of this chapter or a requirement of a special event permit is guilty of a

separate offense for each day or part of a day during which the violation is committed or continues.

- (b) Each offense is punishable by a fine not to exceed:
 - (1) \$2,000.00 for a violation of a provision of this chapter or a requirement of a special event permit governing fire safety, zoning, or public health and sanitation, including dumping or refuse; or
 - (2) \$500.00 for all other violations of this chapter or any requirements imposed on a special event permit."

SECTION 4: REPEALER

This Ordinance shall be cumulative of all other Ordinances, resolutions, and/or policies of the City, whether written or otherwise, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances are in direct conflict with the provisions of this Ordinance. Any and all Ordinances, resolutions, and/or policies of the City, whether written or otherwise, which are in any manner in conflict with or inconsistent with this Ordinance shall be and are hereby repealed to the extent of such conflict and/or inconsistency.

SECTION 5: SEVERABILITY

It is hereby declared to be the intent of the City Council that the several provisions of this Ordinance are severable. In the event that any court of competent jurisdiction shall judge any provisions of this Ordinance to be illegal, invalid, or unenforceable, such judgment shall not affect any other provisions of this Ordinance which are not specifically designated as being illegal, invalid, or unenforceable.

SECTION 6: PENALTIES FOR VIOLATION OF THE ORDINANCE

Any person, firm or corporation who violates any provision of this Ordinance, upon conviction, shall be guilty of a misdemeanor and shall be fined up to \$2,000.00 per violation for a violation of a provision of this Ordinance governing fire safety, zoning, or public health and sanitation, including dumping or refuse, and up to \$500.00 for all other violations of this Ordinance. Each occurrence and each day that a violation continues shall be considered a separate offense and punished accordingly.

SECTION 7: INJUNCTIVE RELIEF

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Farmersville in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Farmersville.

SECTION 8: PUBLICATION

The City Secretary is hereby directed to publish in the Official Newspaper of the City of Farmersville the Caption, Penalty, and Effective Date Clause of this Ordinance as required by Section 52.011 of the Local Government Code.

SECTION 9: ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Farmersville is hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date Clause in the minutes of the City Council of the City of Farmersville, and by filing this Ordinance in the Ordinance records of the City.

SECTION 10: SAVINGS

All rights and remedies of the City of Farmersville are expressly saved as to any and all violations of the provisions of any Ordinances which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 11: EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and publication as required by law.

PASSED on first reading on the ____ day of June, 2014, and second reading on the ____ day of June, 2014 at properly scheduled meetings of the City Council of the City of Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS ____ DAY OF JUNE, 2014.

BY: _____
Joseph E. Helmberger, P.E., Mayor

ATTEST:

BY: _____
Edie Sims, City Secretary

**CITY OF FARMERSVILLE
ORDINANCE # O-2014-____-____**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, AMENDING THE CODE OF ORDINANCES, CITY OF FARMERSVILLE, TEXAS, AS HERETOFORE AMENDED THROUGH THE AMENDMENT OF CHAPTER 5, "ALCOHOLIC BEVERAGES," BY AMENDING SECTION 5-54, "CONSUMPTION IN CERTAIN PUBLIC PLACES PROHIBITED," BY DELETING SAID SECTION IN ITS ENTIRETY AND REPLACING IT WITH A NEW SECTION 5-54 THAT IS ALSO ENTITLED "CONSUMPTION IN CERTAIN PUBLIC PLACES PROHIBITED," AND BY AMENDING CHAPTER 62, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," BY ADOPTING A NEW SECTION 62-120 ENTITLED "SIDEWALK USE AND FENCE PERMITS"; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING A PENALTY; PROVIDING FOR INJUNCTIVE RELIEF; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Farmersville ("City") recognizes that hosting special events within the City may provide a boost to the City's economy and promote further tourism after people have visited the City; and

WHEREAS, special events that are hosted in nearby communities often involve the sell and or service of alcoholic beverages in certain public places where such consumption is otherwise prohibited; and

WHEREAS, restaurants that have private club licenses for the sell and service of alcoholic beverages frequently have patio areas where their patrons are served and allowed to eat but in which areas such restaurants would not be allowed to sell and serve alcoholic beverages to their diners; and

WHEREAS, the City Council finds that it is in the best interest of the health, safety and welfare of the residents of the City that the organizers of special events and restaurant operators that have the proper licensing in place from the City and the Texas Alcoholic Beverage Commission should be allowed to sell and serve alcoholic beverages to their respective patrons at a properly permitted special event or on the patio of a restaurant.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS:

SECTION 1: INCORPORATION OF FINDINGS

The findings set forth above are found to be true and correct and are hereby incorporated into the body of this Ordinance and made a part hereof for all purposes as if fully set forth herein.

SECTION 2: AMENDMENT OF SECTION 5-54, "CONSUMPTION IN CERTAIN PUBLIC PLACES PROHIBITED," BY DELETING SAID SECTION IN ITS ENTIRETY AND REPLACING IT WITH A NEW SECTION 5-54 THAT IS ALSO ENTITLED "CONSUMPTION IN CERTAIN PUBLIC PLACES PROHIBITED"

From and after the effective date of this Ordinance, Section 5-54, entitled "Consumption in Certain Public Places Prohibited," is hereby deleted in its entirety and replaced with a new Section 5-54 that is also entitled "Consumption in Certain Public Places Prohibited" to read as follows.

"Sec. 5-54. Consumption in certain public places prohibited.

(a) It is unlawful for any person to consume any alcoholic beverage on any public street or alley or on any public place adjacent to any street or alley in the City of Farmersville. It is also unlawful pursuant to that certain Order of the Texas Alcoholic Beverage Commission adopted to be effective on April 27, 2010, to possess an open container or publicly consume alcoholic beverages in the "Central Business District" of the City as defined in City of Farmersville, Texas, Resolution # R-2010-0413-003 dated the 13th day of April, 2010. However, notwithstanding the foregoing, such consumption shall be lawful if:

- (1) *Private club.* The public place is a permitted private club holding a valid Texas Alcoholic Beverage Commission (TABC) liquor permit and city alcoholic beverage permit;
- (2) *Special event.*
 - a. The alcoholic beverage is sold or dispensed by the holder of a valid state alcoholic beverage commission alcoholic beverage permit and applicable city permit;
 - b. The alcoholic beverage is sold or dispensed in conjunction with a properly permitted special event; and
 - c. The area designated for alcohol dispensing and consumption is provided within an enclosure (barrier or sides) with secured ingress and egress. Additionally, the area so designated for the dispensing or service of alcohol shall be covered by a roof; or
- (3) *Sidewalk use permit.* A type A sidewalk use and fence permit has been issued in accordance with section 62-120 of the Code of Ordinances of the City of Farmersville, Texas.

(b) The chief of police, other police officers or any peace officer within the city limits may arrest without warrant any person who violates the terms of this article and the officer or person making the arrest is justified in adopting all of the measures which he might adopt in cases of arrest under warrant; provided further, that, in all cases of arrest without warrant, the officer making the arrest shall immediately take the person arrested before the nearest or most accessible magistrate having jurisdiction."

SECTION 3: AMENDMENT OF CHAPTER 62, "STREETS, SIDEWALKS AND OTHER PUBLIC PLACES," BY ADOPTING A NEW SECTION 62-120 ENTITLED "SIDEWALK USE AND FENCE PERMITS"

From and after the effective date of this Ordinance, a new Section 62-120 entitled "Sidewalk Use and Fence Permits" is hereby adopted to read as follows:

"Sec. 62-120. Sidewalk use and fence permits.

- (a) *Type A sidewalk use and fence permits.* Type A sidewalk use and fence permits shall be issued in accordance with all of the following requirements:
- (1) The holder of a valid Texas Alcoholic Beverage Code permit must apply for and receive a type A sidewalk use and fence permit pursuant to the process established by the city manager.
 - (2) The permit applicant must be the owner or lessor of a business located within the type A sidewalk use and fence permit zone.
 - (3) For purposes of this section, the zone in which a type A sidewalk use and fence permit may be applied for and granted is hereby set forth in figure 1 below.
 - (4) A 36-inch tall fence is required around the sidewalk use permit area and must receive a written determination of suitability from the city secretary prior to installation.
 - (5) Signage must be posted indicating that alcoholic beverages may not be removed from the fenced area.

- (6) The sidewalk use and fence permit area shall be monitored by an employee at all times to ensure that no alcoholic beverages are removed from the sidewalk use permit area.
 - (7) The sidewalk use and fence permit area must maintain a minimum five-foot wide free and clear pedestrian path between the face of the enclosure and the back of the curb unless otherwise approved, on a case-by-case basis, by the city secretary.
 - (8) The city secretary may revoke a sidewalk use permit at any time. A person/business aggrieved by the revocation of a sidewalk use and fence permit may appeal the revocation to the city manager, whose decision shall be final.
 - (9) A sidewalk use and fence permit shall expire on the date specified in the executed sidewalk lease agreement, but may be renewed without the necessity of complying with the application process set forth in subsection (a)(1) of this section, if the permit holder has not plead guilty or no contest to and/or has not been convicted of any alleged violation of this section.
- (b) *Type B sidewalk use and fence permits.* Type B sidewalk use and fence permits shall be issued in accordance with all of the following requirements:
- (1) The holder of a valid food service establishment permit pursuant to the Code of Ordinances, City of Farmersville, Texas, for which the primary function of the business is the sale and consumption of food must apply for and receive a type B sidewalk use and fence permit pursuant to the process established by the city manager.
 - (2) The permit applicant must be the owner or lessor of a food service establishment located within the type B sidewalk use and fence permit zone.
 - (3) For purposes of this section, the zone in which a type B sidewalk use permit may be applied for and granted is hereby set forth in figure 2 below.

- (4) Barriers shall be erected to enclose the sidewalk use permit area and must receive a written determination of suitability from the city secretary prior to installation. Said barriers may include but not be limited to, fencing that reaches a height of 36 inches, or benches or other barriers that reach a minimum of 20 inches in height and a maximum of 42 inches in height. Living plant screens shall not be an acceptable barrier material.
- (5) The sidewalk use and fence permit area must maintain a minimum five-foot wide free and clear pedestrian path between the face of the barrier and the back of the curb unless otherwise approved, on a case-by-case basis, by the city secretary.
- (6) Signage must be posted indicating that alcoholic beverages are not allowed within the sidewalk use and fence area.
- (7) The sidewalk use and fence permit area shall be monitored by an employee to ensure that no alcoholic beverages are brought into the sidewalk use and fence permit area.
- (8) The city secretary may revoke a sidewalk use and fence permit at any time. A person/business aggrieved by the revocation of a sidewalk use permit may appeal the revocation to the city manager, whose decision shall be final.
- (9) A sidewalk use and fence permit shall expire on the date specified in the executed sidewalk lease agreement, but may be renewed without the necessity of complying with the application process set forth in subsection (b)(1) of this section if the permit holder has not plead guilty or no contest to and/or has not been convicted of any alleged violation of this section."

SECTION 4: REPEALER

This Ordinance shall be cumulative of all other Ordinances, resolutions, and/or policies of the City, whether written or otherwise, and shall not repeal any of the provisions of those ordinances except in those instances where the provisions of those ordinances

are in direct conflict with the provisions of this Ordinance. Any and all Ordinances, resolutions, and/or policies of the City, whether written or otherwise, which are in any manner in conflict with or inconsistent with this Ordinance shall be and are hereby repealed to the extent of such conflict and/or inconsistency.

SECTION 5: SEVERABILITY

It is hereby declared to be the intent of the City Council that the several provisions of this Ordinance are severable. In the event that any court of competent jurisdiction shall judge any provisions of this Ordinance to be illegal, invalid, or unenforceable, such judgment shall not affect any other provisions of this Ordinance which are not specifically designated as being illegal, invalid, or unenforceable.

SECTION 6: PENALTIES FOR VIOLATION OF THE ORDINANCE

Any person, firm or corporation who violates any provision of this Ordinance, upon conviction, shall be guilty of a misdemeanor and shall be fined up to \$2,000.00 per violation for a violation of a provision of this Ordinance governing fire safety, zoning, or public health and sanitation, including dumping or refuse, and up to \$500.00 for all other violations of this Ordinance. Each occurrence and each day that a violation continues shall be considered a separate offense and punished accordingly.

SECTION 7: INJUNCTIVE RELIEF

Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Farmersville in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Farmersville.

SECTION 8: PUBLICATION

The City Secretary is hereby directed to publish in the Official Newspaper of the City of Farmersville the Caption, Penalty, and Effective Date Clause of this Ordinance as required by Section 52.011 of the Local Government Code.

SECTION 9: ENGROSSMENT AND ENROLLMENT

The City Secretary of the City of Farmersville is hereby directed to engross and enroll this Ordinance by copying the exact Caption and the Effective Date Clause in the minutes of the City Council of the City of Farmersville, and by filing this Ordinance in the Ordinance records of the City.

SECTION 10: SAVINGS

All rights and remedies of the City of Farmersville are expressly saved as to any and all violations of the provisions of any Ordinances which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such Ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 11: EFFECTIVE DATE

This Ordinance shall take effect immediately from and after its passage and publication as required by law.

PASSED on first reading on the ____ day of June, 2014, and second reading on the ____ day of June, 2014 at properly scheduled meetings of the City Council of the City of

Farmersville, Texas, there being a quorum present, and approved by the Mayor on the date set out below.

APPROVED THIS ____ DAY OF JUNE, 2014.

BY: _____
Joseph E. Helmberger, P.E., Mayor

ATTEST:

BY: _____
Edie Sims, City Secretary

REVOCABLE LICENSE AGREEMENT
FOR
TYPE A SIDEWALK USE

THIS LICENSE AGREEMENT (this "Agreement"), is made as of the ____ day of _____, 20__, by and between the **CITY OF FARMERSVILLE, TEXAS** (the "City") and **Licensee** _____, a Texas corporation ("Licensee"), witnesseth that:

WHEREAS, Licensee is the owner of certain real property ("Premises") located within the Type A Sidewalk Use and Fence Permit Zone in Farmersville, Collin County, Texas, as more particularly described on **Exhibit "A"** attached hereto and incorporated by reference herein;

WHEREAS, the City is the owner of public right-of-way which is used as a sidewalk (the "Sidewalk") for pedestrian usage which is adjacent to the _____ boundary of Premises;

WHEREAS, Licensee has requested permission to install certain temporary improvements ("Improvements") onto a portion of the Sidewalk located adjacent to the front entrance of Premises to allow for restaurant seating and food and alcohol sales (the "Services") (collectively referred to as "Licensee's Use") on a portion of the Sidewalk in compliance with Sections 62-120 and 5-54 of the City's Code of Ordinances; and

WHEREAS, this License Agreement allows Licensee the right to use a portion of the Sidewalk ("License Area") for the purpose of erecting such Improvements as necessary to comply with Section 62-120 for the provision of the Services; and

WHEREAS, the City agrees to thereafter allow Licensee to use the License Area and such License Area shall be considered as a part of Licensee's Premises; provided Licensee agrees to hold the City harmless with respect to any damage to, or necessary modification of the Sidewalk and/or the License Area and to indemnify the City from and against any and all claims or causes of action arising out of or related to Licensee Use of the Sidewalk and/or License Area and to maintain and keep the Sidewalk and/or License Area in good repair.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and the mutual covenants herein contained, and for other valuable and good consideration in hand paid by Licensee to the City, the sufficiency and receipt of which are hereby expressly acknowledged and confirmed, the parties hereby agree as follows:

Section 1. Installation and Maintenance of Services; Permitted Encroachment. The City does hereby agree that Licensee may install Improvements as necessary to comply with Section 62-

120 of the City's Code and maintain such Improvement at Licensee's sole cost and expense, subject to the terms of Section 3 below. In connection with the foregoing, the City specifically consents to the Licensee's Use of the License Area. Such License Area shall be depicted with actual measurements, must be to scale and must show all Improvements to be located within the License Area as shown on Exhibit "B." The limitations on such Improvements which may be located within the License Area are set forth in Exhibit "C." In no event shall any Improvements extend on the Sidewalk beyond the License Area.

Section 2. Conditions of License.

A. City grants this non-exclusive license to Licensee for Licensee's use of the License Area effective _____ until _____. This License may be renewed for additional one (1) year terms upon written request by Licensee and acceptance by the City. Any request for renewal must be received no later than thirty (30) days prior to termination of this License, or any renewal term. In no event shall this License be renewed if Licensee has violated any provision of this License or Section 62-120 of the City Code. The License is non-transferable. It is the express intention of the City that this License is not exclusive and does not give any rights to Licensee to exclude the public from any portion of the public right-of-way, except in compliance with section 62-120 of the City's Code. In consideration of said License, Licensee agrees with City as follows:

1. Licensee shall pay to City the sum of Ten and No/100 Dollars (\$10.00) as rent for the License Area, payable in advance at the office of the City Secretary.
2. Licensee shall pay (in addition to the above-described rents) all water, electrical, security and other costs associated with the use and maintenance of the License Area during the time for which this License is granted.
3. Licensee has examined and knows the condition of the License Area and has received it in good order and repair, and will keep the License Area in good repair during the term of this License at Licensee own expense. Upon termination of this License, Licensee will yield up the License Area to the City in good condition and repair.

B. Licensee expressly understands and agrees that it is a violation of the Farmersville Code of Ordinances for any person to consume alcoholic beverages in public streets or alleys in the City, and that the sale of alcohol in Farmersville is permitted only by properly licensed permittees of the Texas Alcoholic Beverage Commission ("TABC"). With respect to Licensee's Use of the License Area, Licensee has the responsibility for and shall ensure that all applicable TABC permits and City permits are secured and all City Codes, specifically including, but not limited to Sections 5-54 and 62-120 of the City Code of Ordinances, are complied with.

C. Licensee shall provide a signed copy of an approval letter from the City of Farmersville Building Official indicating issuance of a Letter of Suitability and/or Certificate of Appropriateness, respectively, for all proposed Improvements specifically including, but not limited to the installation

of the fence required in Section 62-120 of the City Code. The approval letter shall be attached to this Agreement as **Exhibit "D."**

Section 3. City Ordinances. Licensee expressly acknowledges that by entering into this Agreement, Licensee, its successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any exhibits as waiving any of the requirements of the City's Zoning Ordinance or Subdivision Ordinance or any other ordinance of the City, as applicable. Licensee shall strictly conform to all provisions of the City's Code of Ordinances and Licensee shall obtain all such permits as may be required to place the Improvements in the License area of the Sidewalk.

Section 4. Hold Harmless; Relocation. Licensee agrees to hold the City harmless from and against (a) any financial responsibility for Licensee's Use of the Sidewalk and/or License Area, if the City determines, in its sole discretion, that Licensee's Use will unreasonably obstruct any necessary use of the Sidewalk, and (b) any damage to the Sidewalk. The City will provide Licensee ten (10) days written notice of the need to modify Licensee's Use of the Sidewalk, including the License Area. Licensee shall have five (5) days from the date it is provided such written notice to modify Licensee's Use of the Sidewalk and/or License Area in order to allow unimpeded use of the Sidewalk.

Section 5. Maintenance and Repair of the Sidewalk. Licensee understands that the Sidewalk was not designed and constructed for the type of usage that will take place during Licensee's Use of the License Area. Licensee hereby agrees at all times to maintain and keep the License Area clean, in good repair and condition and to replace or repair the Sidewalk to its current condition, or better, upon the termination of this Agreement by either party. The City will provide Licensee ten (10) days written notice of the need to clean, maintain, repair or replace the Sidewalk. Licensee shall have five (5) days from the date it is provided such written notice to clean, maintain, repair or replace the Sidewalk.

Section 6. Indemnification. Licensee hereby assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend the City and its officers, agents, servants and employees from and against all claims, suits, judgments, demands, damages, losses and expenses, including but not limited to attorney's fees, for injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, Licensee's Use of the License Area and/or the Sidewalk that forms the basis of this License specifically including but not limited to the construction, maintenance and use of the Improvements in or on the Sidewalk as well as the maintenance, repair and use of the Sidewalk in conjunction with the Services. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Section 7. Notices. All notices or requests required or authorized hereunder shall be in writing and shall be deemed effective upon receipt (or refusal thereof) when (i) delivered in person, (ii) sent by U.S. Postal Service, postage prepaid, as overnight mail or certified mail, return receipt requested, (iii) delivered by a nationally recognized delivery service for same-day or overnight delivery, or (iv)

transmitted by facsimile (with proof of confirmed transmission) to the respective parties hereto as follows:

To Licensee:

Farmersville, TX 75070
Attention: _____
Fax No. _____

To the City:

City Manager
205 S. Main Street
Farmersville, Texas 75442

Section 8. Termination.

A. Either party (the "Terminating Party") may terminate this Agreement with or without cause by giving thirty (30) days notice. The parties shall retain all rights and remedies available at law, subject to the terms of this Agreement.

B. In the event Licensee fails to comply with any material provision of this Agreement, including but not limited to, maintaining a TABC permit and a City alcohol permit or compliance with the requirements of Sections 5-54 and 62-120 of the City Codes, as amended, the City may terminate this contract with ten (10) days notice. A copy of Licensee's TABC permit and City alcohol permit are attached hereto as **Exhibit "E."**

Section 9. Insurance.

A. Licensee shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to the City of Farmersville. Licensee shall furnish to the City of Farmersville certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions upon the execution of this Agreement. A copy of the insurance meeting the foregoing requirements is attached hereto as **Exhibit "F."** Certificates shall reference the special event and be addressed as follows:

City of Farmersville
Attn: City Manager
205 S. Main Street
Farmersville, Texas 75442

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate.

Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.

2. Liquor Liability Insurance, either endorsed onto the above policy or written on a “stand alone” basis, if any of the following applies:

- i. The Licensee is in the business of manufacturing, selling, or distributing alcoholic beverages;
- ii. The Licensee serves or furnishes alcoholic beverages for a charge, whether or not such activity requires a license or is for the purpose of financial gain or livelihood; or
- iii. The Licensee serves or furnishes alcoholic beverages without a charge, if a license is required for such activity.

3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.

B. With reference to the foregoing required insurance, the Licensee shall endorse applicable insurance policies as follows:

1. The City of Farmersville, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.
2. The City of Farmersville, its officials, employees and officers shall be named as additional insureds on any required Liquor Liability policy.
3. All insurance policies shall be endorsed to the effect that City of Farmersville will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.

C. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent. Such insurance shall be primary and non-contributory regardless of any other insurance that may be applicable to any loss in question and in a form appropriate to cover Licensee Use of the Sidewalk.

Section 10. Binding Effect. The benefits and burdens of this Agreement shall benefit and bind Licensee and the City and their respective successors, successors-in-title, legal representatives and assigns as provided herein.

Section 11. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, there and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be

affected hereby, and the other terms and provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law..

Section 12. Waiver. The failure of the City or Licensee to exercise any right given hereunder or to insist upon strict compliance with any term, condition or agreement specified herein, shall not constitute a waiver of either party's right to exercise such right or to demand strict compliance with any such term, condition or agreement under this Agreement.

Section 13. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Texas. Venue shall be exclusive in Collin County, Texas.

Section 14. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF FARMERSVILLE

By: _____

BENJAMIN L. WHITE, P.E.

Interim City Manager

Date Signed: _____

ATTEST:

EDIE SIMS
City Secretary

APPROVED AS TO FORM:

ALAN D. LATHROM
City Attorney

LICENSEE

By: _____

Name: _____

Title: _____

Date Signed: _____

PREPARED IN THE OFFICES OF:

BROWN & HOFMEISTER, L.L.P.
740 East Campbell Road, Suite 800
Richardson, Texas 75081
214/747-6100
214/747-6111 Fax

Exhibit "A"
Location Map of Property
(to be provided by Licensee)

Exhibit "B"
Scale Drawing of License Area
(to be provided by Licensee)

Exhibit "C"

The following limitations shall hereby apply to the proposed License Area and adjacent Sidewalk:

- No signage shall be allowed other than the required liquor signage.
- Menus, if posted, shall be posted in a menu stand located within the License Area.
- Lights and lighting, other than tabletop lighting fixtures, shall not be allowed.
- The display of goods and merchandise shall not be allowed within the License Area.
- No outdoor music shall be allowed on the Sidewalk or within the License Area. It is possible to apply for a Special Events Permit for occasional live music.
- Umbrellas, if used, shall be folded and secured after closing hours. Umbrellas shall never interfere with pedestrian traffic or vehicular line-of-site. Umbrella coverings are to be made of canvas or other high-quality material. Plastic or vinyl shall not be allowed.
- Licensee shall not place trash cans on the Sidewalk or within the License Area. Trash shall be promptly removed from the License Area and disposed of within the Premises. Licensee shall not use the permanent public trash cans within the public right-of-way. All tables are to be bused immediately upon patron(s) leaving the License Area.
- Extension cords running from within the Premises out to the Sidewalk or License Area shall not be allowed.
- Tables and chairs should reflect the character of the restaurant and shall be constructed of heavyweight, high-quality materials such as metal or wood. Lightweight materials such as plastic and vinyl which may be blown astray by moderate winds shall not be allowed.
- At the end of each working day, Licensee shall clean the Sidewalk for the width of the Premises (including the License Area). Licensee may not wash or leave debris in the street. The Sidewalk and License Area are to be left clean and neat.
- In the event a fence is removed, Licensee shall cover the post-anchoring sleeves with caps (subject to approval by the City Engineer and the Director of Planning) which shall be designed to fit flush with the Sidewalk pavers.
- No pets except service pets shall be allowed in the License Area.
- No heating devices shall be allowed in the License Area.
- Wait staff shall not exit License Area to serve alcohol.

Exhibit “D”

**Copy of Approved Certificate of Appropriateness and/or Letter of Suitability
(to be provided by Licensee)**

Exhibit "E"
Copy of TABC permit and City alcohol permit
(to be provided by Licensee)

Exhibit "F"
Copy of Insurance Certificates
(to be provided by Licensee)

REVOCABLE LICENSE AGREEMENT
FOR
TYPE B SIDEWALK USE

THIS LICENSE AGREEMENT (this "Agreement"), is made as of the ____ day of _____, 20__, by and between the **CITY OF FARMERSVILLE, TEXAS** (the "City") and _____, a Texas Corporation ("Licensee"), witnesseth that:

WHEREAS, Licensee is the owner of certain real property ("Premises") located within the Type B Sidewalk Use and Fence Permit Zone in Farmersville, Collin County, Texas, as more particularly described on **Exhibit "A"** attached hereto and incorporated by reference herein;

WHEREAS, the City is the owner of public right-of-way which is used as a sidewalk (the "Sidewalk") for pedestrian usage which is adjacent to the _____ boundary of Premises;

WHEREAS, Licensee has requested permission to install certain temporary improvements ("Improvements") onto a portion of the Sidewalk located adjacent to the front entrance of the Premises to allow for outdoor seating and food sales (the "Services") (collectively referred to as "Licensee's Use") on a portion of the Sidewalk in compliance with Section 62-120 of the City's Code of Ordinances; and

WHEREAS, this License Agreement allows Licensee the right to use a portion of the Sidewalk ("License Area") for the purpose of erecting such Improvements as necessary to comply with Section 62-120 for the provision of the Services; and

WHEREAS, the City agrees to thereafter allow Licensee to use the License Area and such License Area shall be considered as a part of Licensee's Premises; provided Licensee agrees to hold the City harmless with respect to any damage to, or necessary modification of the Sidewalk and/or the License Area and to indemnify the City from and against any and all claims or causes of action arising out of or related to Licensee's Use of the Sidewalk and/or License Area and to maintain and keep the Sidewalk and/or License Area in good repair.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and the mutual covenants herein contained, and for other valuable and good consideration in hand paid by Licensee to the City, the sufficiency and receipt of which are hereby expressly acknowledged and confirmed, the parties hereby agree as follows:

Section 1. Installation and Maintenance of Services; Permitted Encroachment. The City does hereby agree that Licensee may install Improvements as necessary to comply with Section 62-120 of the City's Code and maintain such Improvement at Licensee's sole cost and expense, subject to the terms of Section 3 below. In connection with the foregoing, the City specifically consents to the Licensee's Use of the License Area. Such License Area shall be depicted with actual measurements, must be to scale and must show all Improvements to be located within the License

Area as shown on Exhibit "B." The limitations on Improvements that may be located within the License Area are set forth in Exhibit "C." In no event shall any Improvements extend on the Sidewalk beyond the License Area.

Section 2. Conditions of License.

A. City grants this non-exclusive license to Licensee for Licensee's Use of the License Area effective _____ until _____. This License may be renewed for additional one (1) year terms upon written request by Licensee and acceptance by the City. Any request for renewal must be received no later than thirty (30) days prior to termination of this License, or any renewal term. In no event shall this License be renewed if Licensee has violated any provision of this License or Section 62-120 of the City Code. The License is non-transferable. It is the express intention of the City that this License is not exclusive and does not give any rights to Licensee to exclude the public from any portion of the public right-of-way, except in compliance with section 62-120 of the City's Code. In consideration of said License, Licensee agrees with City as follows:

1. Licensee shall pay to City the sum of Ten and No/100 Dollars (\$10.00) as rent for the License Area, payable in advance at the office of the City Secretary.
2. Licensee shall pay (in addition to the above-described rents) all water, electrical, security and other costs associated with the use and maintenance of the License Area during the time for which this License is granted.
3. Licensee has examined and knows the condition of the License Area and has received it in good order and repair, and will keep the License Area in good repair during the term of this License at Licensee's own expense. Upon termination of this License, Licensee will yield up the License Area to the City in good condition and repair.

B. Licensee expressly understands and agrees that this Type B Sidewalk Use License Agreement does not authorize or allow for the sale and/or consumption of alcoholic beverages in and about the License Area.

C. Licensee shall provide a signed copy of an approval letter from the City of Farmersville Building Official indicating issuance of a Letter of Suitability for all proposed Improvements (including the enclosure fence as required in Section 62-120 of the City Code). The approval letter shall be attached to this Agreement as Exhibit "D."

Section 3. City Ordinances. Licensee expressly acknowledges that by entering into this Agreement, Licensee, its successors, assigns, vendors, grantees, and/or trustees, shall not construe any language contained herein or in any exhibits as waiving any of the requirements of the City's Zoning Ordinance or Subdivision Ordinance or any other ordinance of the City, as applicable. Licensee shall strictly conform to all provisions of the City's Code of Ordinances and Licensee shall obtain all such permits as may be required to place the Improvements in the License area of the Sidewalk.

Section 4. Hold Harmless; Relocation. Licensee agrees to hold the City harmless from and against (a) any financial responsibility for Licensee's Use of the Sidewalk and/or License Area, if the City determines, in its sole discretion, that Licensee's Use will unreasonably obstruct any necessary use of the Sidewalk, and (b) any damage to the Sidewalk. The City will provide Licensee ten (10) days written notice of the need to modify Licensee's Use of the Sidewalk, including the License Area. Licensee shall have five (5) days from the date it is provided such written notice to modify Licensee's Use of the Sidewalk and/or License Area in order to allow unimpeded use of the Sidewalk.

Section 5. Maintenance and Repair of the Sidewalk. Licensee understands that the Sidewalk was not designed and constructed for the type of usage that will take place during Licensee's Use of the License Area. Licensee hereby agrees at all times to maintain and keep the License Area clean, in good repair and condition and to replace or repair the Sidewalk to its current condition, or better, upon the termination of this Agreement by either party. The City will provide Licensee ten (10) days written notice of the need to clean, maintain, repair or replace the Sidewalk. Licensee shall have five (5) days from the date it is provided such written notice to clean, maintain, repair or replace the Sidewalk.

Section 6. Indemnification. Licensee hereby assumes all liability and responsibility for and agrees to fully indemnify, hold harmless and defend the City and its officers, agents, servants and employees from and against all claims, suits, judgments, demands, damages, losses and expenses, including but not limited to attorney's fees, for injury to or death of a person or damage to property, arising out of or in connection with, directly or indirectly, Licensee's Use of the License Area and/or the Sidewalk that forms the basis of this License specifically including but not limited to the construction, maintenance and use of the Improvements in or on the Sidewalk as well as the maintenance, repair and use of the Sidewalk in conjunction with the Services. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Section 7. Notices. All notices or requests required or authorized hereunder shall be in writing and shall be deemed effective upon receipt (or refusal thereof) when (i) delivered in person, (ii) sent by U.S. Postal Service, postage prepaid, as overnight mail or certified mail, return receipt requested, (iii) delivered by a nationally recognized delivery service for same-day or overnight delivery, or (iv) transmitted by facsimile (with proof of confirmed transmission) to the respective parties hereto as follows:

To Licensee:

Contact information

To the City:

City Manager
205 S. Main Street
Farmersville, Texas 75442

Section 8. Termination.

A. Either party (the "Terminating Party") may terminate this Agreement with or without cause by giving thirty (30) days notice. The parties shall retain all rights and remedies available at law, subject to the terms of this Agreement.

B. In the event Licensee fails to comply with any material provision of this Agreement, including but not limited to, maintaining a food service establishment permit, or compliance with the requirements of Section 62-120 of the City Code, as amended, the City may terminate this contract with ten (10) days notice. A copy of Licensee's food service establishment permit is attached hereto as **Exhibit "E."**

Section 9. Insurance.

A. Licensee shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the State of Texas and acceptable to the City of Farmersville. Licensee shall furnish to the City of Farmersville certificates of insurance executed by the insurer or its authorized agent stating coverage's, limits, expiration dates and compliance with all applicable required provisions upon the execution of this Agreement. A copy of the insurance meeting the foregoing requirements is attached hereto as **Exhibit "F"**. Certificates shall reference the special event and be addressed as follows:

City of Farmersville
Attn: City Manager
205 S. Main Street
Farmersville, Texas 75442

1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
- B. With reference to the foregoing required insurance, the Licensee shall endorse applicable insurance policies as follows:
 1. The City of Farmersville, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.
 2. All insurance policies shall be endorsed to the effect that City of Farmersville will receive at least thirty (30) days notice prior to cancellation, non-renewal, termination, or material change of the policies.
- C. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent. Such insurance shall

be primary and non-contributory regardless of any other insurance that may be applicable to any loss in question and in a form appropriate to cover Licensee Use of the Sidewalk.

Section 10. Binding Effect. The benefits and burdens of this Agreement shall benefit and bind Licensee and the City and their respective successors, successors-in-title, legal representatives and assigns as provided herein.

Section 11. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, there and in that event, it is the intention of the Parties hereto that the remainder of this Agreement shall not be affected hereby, and the other terms and provisions of this Agreement shall be valid and enforced to the fullest extent permitted by law..

Section 12. Waiver. The failure of the City or Licensee to exercise any right given hereunder or to insist upon strict compliance with any term, condition or agreement specified herein, shall not constitute a waiver of either party's right to exercise such right or to demand strict compliance with any such term, condition or agreement under this Agreement.

Section 13. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Texas. Venue shall be exclusive in Collin County, Texas.

Section 14. Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF FARMERSVILLE

By: _____
BENJAMIN L. WHITE, P.E.
City Manager

Date Signed: _____

ATTEST:

EDIE SIMS
City Secretary

APPROVED AS TO FORM:

ALAN D. LATHROM
City Attorney

LICENSEE

By: _____

Name: _____

Title: _____

Date Signed: _____

PREPARED IN THE OFFICES OF:
BROWN & HOFMEISTER, L.L.P.
740 East Campbell Road, Suite 800
Richardson, Texas 75081
214/747-6100
214/747-6111 Fax

Exhibit “A”
Location Map of Property
(to be provided by Licensee)

Exhibit "B"
Scale Drawing of License Area
(to be provided by Licensee)

Exhibit “C”

The following limitations shall hereby apply to the proposed License Area and adjacent Sidewalk:

- No signage shall be allowed.
- Menus, if posted, shall be posted in a menu stand located within the License Area.
- Lights and lighting, other than tabletop lighting fixtures, shall not be allowed.
- The display of goods and merchandise shall not be allowed within the License Area.
- No outdoor music shall be allowed on the Sidewalk or within the License Area. It is possible to apply for a Special Events Permit for occasional live music.
- Umbrellas, if used, shall be folded and secured after closing hours. Umbrellas shall never interfere with pedestrian traffic or vehicular line-of-site. Umbrella coverings are to be made of canvas or other high-quality material. Plastic or vinyl shall not be allowed.
- Licensee shall not place trash cans on the Sidewalk or within the License Area. Trash shall be promptly removed from the License Area and disposed of within the Premises. Licensee shall not use the permanent public trash cans within the public right-of-way. All tables are to be bused immediately upon patron(s) leaving the License Area.
- Extension cords running from within the Premises out to the Sidewalk or License Area shall not be allowed.
- Tables and chairs should reflect the character of the restaurant and shall be constructed of heavyweight, high-quality materials such as metal or wood. Lightweight materials such as plastic and vinyl which may be blown astray by moderate winds shall not be allowed.
- At the end of each working day, Licensee shall clean the Sidewalk for the width of the Premises (including the License Area). Licensee may not wash or leave debris in the street. The Sidewalk and License Area are to be left clean and neat.
- In the event a fence is removed, Licensee shall cover the post-anchoring sleeves with caps (subject to approval by the City Engineer and the Director of Planning) which shall be designed to fit flush with the Sidewalk pavers.
- No pets except service pets shall be allowed in the License Area.
- No heating devices shall be allowed in the License Area.

Exhibit “D”
Copy of Approved Letter of Suitability
(to be provided by Licensee)

Exhibit “E”
Copy of Food Service Establishment Permit
(to be provided by Licensee)

Exhibit "F"
Copy of Insurance Certificates
(to be provided by Licensee)



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: Consider, discuss and act upon items regarding American Disability Act compliancy

- City Manager Ben White will address this issue

ACTION: Council to act as deemed necessary.

City of Farmersville Transition Plan Physical Accessibility Guideline Checklist by Facility

Item	Facility Obstacle/Action	Checklist Reference	Year of Completion				
			2013	2014	2015	2016	2017
City Hall							
A	Install directional signage at entrance	4B	X				
B	Provide vertical access to meeting room platform	1A			X		
C	Provide access to main entry door, providing route to public ROW and installing accessible parking	1G, 2B-2F, 4A, 5B1, 5D	X				
D	Enlarge and renovate men and women toilet rooms	8aA-8aM		X			
E	Provide meeting accomodations upon request	11B, 11C			X		
F	Provide accessible counter at reception desk	14A		X			
City Hall Annex							
A	No work required for this facility at this time						
Chamber of Commerce/Visitor's Center							
A	Provide access to main entry door, providing route to public ROW and installing accessible parking	1G, 2A-2F, 4A, 5B	X				
B	Enlarge and renovate Unisex Toilet Room	8aA-8aM			X		
Public Safety Building							
A	Rework concrete to provide compliant parking, accessible route to Entry and accessible route to Public ROW	1F, 1G, 2C-2F, 4A, 5B, 5D					X
B	Provide accessible counter at Reception Desk	14A			X		
C	Install directional signage at restricted Fire Department door	4C		X			
Senior Citizens Center							
A	Rework concrete to provide compliant parking, accessible route to Entry and accessible route to Public ROW	1G, 2C			X		
B	Raise bottom of accessible parking signs and strip accessible aisle	2F			X		
C	Install lever handles on doors	5E		X			
D	Correct 2" transition at Entry door threshold	5D		X			
E	Install toilet seats at 17" to 19" and relocate center line of water closet	8aC, 8aH		X			
F	Install compliant grab bars	8aD			X		
G	Install mirrors in Toilet Rooms	8aG			X		
Charles Rike Library							
A	Rework concrete to provide compliant parking, accessible route to Entry and accessible route to Public ROW	1G, 2C, 2D					X
B	Exterior and interior ramps are too steep and need compliant handrails installed	3A-3E					X
C	Correct 2" transition at Entry door threshold	5D					X
D	Install lever handles on Entry door	5E		X			
E	Install rear and side grab bars	8aD					X
F	Install compliant mirrors	8aG					X
G	Relocate toilet paper dispenser in Men's Toilet Room	8aJ		X			
H	Install signs on wall, latch side of toilet room doors	8aL		X			

City of Farmersville Transition Plan Physical Accessibility Guideline Checklist by Facility

Item	Facility Obstacle/Action	Checklist Reference	Year of Completion				
			2013	2014	2015	2016	2017
O.E. Carlise Civic Center							
A	Install platform lift or ramp to provide accessible route throughout building	1A, 1F, 1G				X	
B	Install 1 van accessible parking space - recommend at northeast corner of building	4A, 2C, 2D				X	
C	Provide access to Main Entry door, providing route to Public ROW and installing accessible parking	1A, 1F, 1G, 2A, 2B				X	
D	Demolish existing ramps and reinstall to comply with Standards	3A-J,				X	
E	Make both entrances accessible - could make back door compliant to make 3 entrances	4A				X	
F	Install signs at bottom of front entry steps directing to ramp on north side of building	4B				X	
G	Ensure level clearance per Table 404.2.4.1. Too sharp of incline at rear door	5B, 5D				X	
H	Install lever handles on Entry doors	5E		X			
I	Enlarge and renovate Toilet Rooms including grab bars and mirrors	8a		X			
Best Center							
A	Provide access to Main Entry door, providing route to Public ROW	1G,					X
B	Accessible parking spaces need to be provided and need to install 1 van accessible parking space closest to Entry	1G, 2A, 2B					X
C	Clearance on exterior side of Entry door needs slope changed	5				X	
D	Install grab bars in Toilet Room	7D		X			
Onion Shed I							
A	Reinstall signs to ensure Van Space with the word VAN	2F	X				
B	Ramp surface must be continuous & handrails on both sides with edge protection	3A-I			X		
Onion Shed II							
A	Ramp surface must be continuous & handrails on both sides with edge protection	3A-I			X		
City Park							
A	Install accessible path to compliant table (only 1 is required)	1A1				X	
B	Install concrete space next to bench for a wheel chair	1A2		X			
C	Install grab bars in Toilet Rooms	8aD		X			
J.W. Spain Athletic Complex							
A	Consult with Architectural firm to design accessible elements into the facility					X	
Rambler Park							
A	Install level landing at top of existing curb ramp	1A	X				
Riding Arena							
A	Consult with Architectural firm to design accessible elements into the facility					X	
Robbin Lamkin Splash Pad							
A	In compliance						
Southlake Park							
A	In compliance						

City of Farmersville Transition Plan Physical Accessibility Guideline Checklist by Facility

Item	Facility Obstacle/Action	Checklist Reference	Year of Completion				
			2013	2014	2015	2016	2017
Street Crossing, Curb Ramps and Sidewalks							
A	In addition to the planned building modifications, Capital Projects for street improvements will include improving accessibility in the Public Right of Ways						X



TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: Consider, discuss and act upon an agreement between Independent Bank-Farmersville and the City of Farmersville regarding street lights

- An agreement between Independent Bank-Farmersville and the City is attached for review with changes made from the last discussion

ACTION: Approve or deny the agreement as presented.

**AGREEMENT BY AND BETWEEN
INDEPENDENT BANK - FARMERSVILLE
AND THE CITY OF FARMERSVILLE**

This Agreement ("Agreement") is entered into by and between the CITY OF FARMERSVILLE, TEXAS ("City") and the INDEPENDENT BANK FARMERSVILLE BRANCH ("Bank") acting by and through their respective duly authorized representatives. City and Bank may be referred to hereinafter individually and/or collectively as "Party" and/or "Parties," depending upon the context.

WITNESSETH:

WHEREAS, the City recognizes that the Bank is a vital participant in the economic health of the City of Farmersville; and

WHEREAS, the Bank actively supports major City-wide events including Old Time Saturday, the Christmas Parade and Audie Murphy Day by donating to and participating in such events as well as allowing the Bank's parking lots to be used in conjunction with those events; and

WHEREAS, the City Council of the City of Farmersville, Texas, finds that the Bank provides a valuable public service and benefit to the citizens of the City of Farmersville, Texas; and

WHEREAS, the City owns the electric utility system ("Electric Utility") that provides electrical service to the businesses and residents within the City; and

WHEREAS, five parking lot lights ("Parking Lot Lights") exist in the eastern and southern parking lots of the Bank ("Parking Lots"), which Bank is located at 223 McKinney Street ("Bank Property") as depicted on Exhibit "A" attached hereto and incorporated herein by reference for all purposes allowed by law; and

WHEREAS, the third-party contractor that was previously responsible for the maintenance and operation of the Electric Utility provided the Bank with support for the Parking Lot Lights situated on the Bank Property; and

WHEREAS, the City is taking over the operation and maintenance of the Electric Utility from the third-party contractor; and

WHEREAS, the Parking Lots are situated generally along and adjacent to parking lots owned by the City that are used for numerous City activities; and

WHEREAS, the City Council of the City of Farmersville, Texas, finds that a public purpose exists which may be served by maintaining lighting upon and across the parking lots in this area of the City specifically including the Parking Lot Lights; and

WHEREAS, the Bank and City desire to have an agreement regarding the Parking Lot Lights situated in the Parking Lots of the Bank Property;

NOW, THEREFORE, for and in consideration of the promises, covenants and agreements contained herein, the Parties hereto mutually agree as follows:

Section 1. The foregoing recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, consideration and promises that bind the Parties.

Section 2. City hereby agrees to provide electrical power to the electrical meter set on the Bank Property to which the Parking Lot Lights are connected.

Section 3. The City will, upon request of Bank, provide the bucket truck and an employee to replace lamps (lightbulbs), ballasts and light sensitive photocells that are integrated into the "head" section of the Parking Lot Lights situated on the Bank Property provided that the Bank shall supply all necessary replacement lamps, ballasts, photocells and any supplies appurtenant thereto, at Bank's sole cost and expense. Notwithstanding the foregoing, it is specifically understood and agreed that the City will not perform any repairs on the "head" section of the Parking Lot Lights. In this regard, the City will inform Bank if City's effort(s) to replace such lamps (lightbulbs), ballasts and/or light sensitive photocells are not successful in causing any of said Parking Lot Lights to operate.

Section 4. The Bank will provide at no cost to City all other maintenance, repair, renovation and/or replacement necessary to keep the Parking Lot Lights in good condition and operation including, but not limited to, the poles, wiring, concrete foundations, electric energy and other requirements as needed for the function of the Parking Lot Lights.

Section 5. The Bank shall pay for the cost of all electric power delivered to the electrical meter set on the Bank Property including the electrical power necessary to operate the Parking Lot Lights.

Section 6. The Bank hereby specifically agrees to hold City and City's employees harmless from and indemnify City and City's employees from and against any and all claims that may arise out of or be related to City's replacement of, or failure to replace, lamps (lightbulbs), ballasts and light sensitive photocells that are integrated into the "head" section of the Parking Lot Lights situated on the Bank Property.

Section 7. All notices and communications required or authorized under this Agreement shall be in writing and shall be deemed effective upon receipt (or refusal thereof) when (i) delivered in person, (ii) sent by U.S. Postal Service, postage prepaid, as overnight mail or certified mail, return receipt requested, (iii) delivered by a nationally

recognized delivery service for same-day or overnight delivery, or (iv) transmitted by facsimile (with proof of confirmed transmission) to the respective Parties hereto as follows, unless and until otherwise notified:

To the City: Mr. Benjamin L. White
City Manager
205 S. Main Street
Farmersville, Texas 75442
Phone: (972) 784-6093
Fax: (972) 782-6604

To the Bank: _____
President
Independent Bank, Farmersville Branch
PO Box 592
223 McKinney St.
Farmersville, TX 75442
Phone: (972) 782-6181
Fax: (972) 784-6362

Section 8. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties agree that this Agreement is performable in Collin County, Texas and that exclusive venue shall lie in Collin County, Texas.

Section 9. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

Section 10. The failure of the City or Bank to exercise any right given hereunder or to insist upon strict compliance with any term, condition or agreement specified herein, shall not constitute a waiver of either Party's right to exercise such right or to demand strict compliance with any such term, condition or agreement under this Agreement.

Section 11. For purposes of this Agreement, including its intended operation and effect, the Parties (City and Bank) specifically agree and contract that: (1) the Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with City or Bank or both; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Bank.

Section 12. This Agreement embodies the entire agreement between the Parties and may only be modified in writing executed by both Parties.

Section 13. This Agreement shall be binding upon the Parties hereto, their successors, heirs, personal representatives and assigns. Neither Party will assign or transfer an interest in this Agreement without the written consent of the other party.

Section 14. It is expressly understood and agreed that, in the execution of this Agreement, the City does not waive, nor shall it be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

Section 15. This Agreement shall be effective for a period of one year from the date of execution by both Parties. This Agreement shall thereafter automatically renew from year to year without the necessity of any action by the Parties, unless terminated in accordance with this Agreement.

Section 16. This Agreement may be terminated by any Party hereto upon thirty (30) days written notice to the other Party.

Section 17. Each person signing this Agreement hereby confirms that he or she is duly authorized to execute this Agreement on behalf of that Party.

ATTEST:

INDEPENDENT BANK

By: _____
Name: _____
Independent Bank Secretary

By: _____
Name: _____
President

Date: _____

Date: _____

ATTEST:

CITY OF FARMERSVILLE

By: _____
Edie Sims, City Secretary

By: _____
Joseph E. Helmberger, P.E.,
Mayor

Date: _____

Date: _____



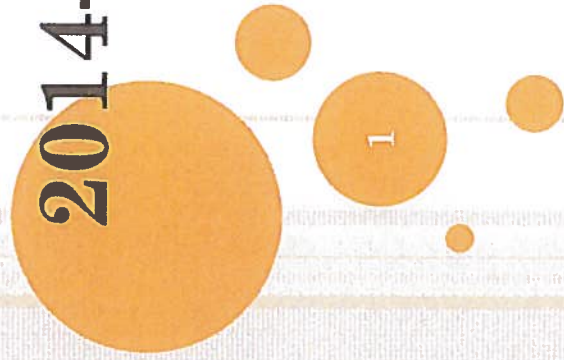
TO: Mayor and Councilmembers
FROM: Ben White, City Manager
DATE: July 8, 2014
SUBJECT: Workshop – Discuss Proposed Fiscal Year Budget 2014 – 2015

- Budget information will be presented at the meeting

ACTION: Council to act as deemed necessary.

7-8-2014

**CITY OF FARMERSVILLE
2013-2014 REVISED BUDGET
AND
2014-2015 PROPOSED BUDGET**



2014-2015 PROPOSED BUDGET HIGHLIGHTS

Description	Revenue	Expenses
Sales Tax Update	\$81,282	
Rhino Franchise Increase	\$37,200	
SRO moved @100% Patrolman		\$35,158
Candy Kitchen upgrades		\$70,000
Medical Insurance Increase (3%)		\$7,660
Cost of Living Increase (2%)		\$30,053
Individual Performance Increase		\$29,216
Bunker Gear Fire Dept		\$23,000
Property & Standards		\$8,000
Add Additional Fireman		\$57,271
Lease agreement (2) vehicle PD		\$38,342
Increase Street Budget		\$20,000
Add CC Animal Control		\$25,250
Add Overtime Police Dept		\$15,000
Additional Patrolman		\$58,422
Command Vehicle Fire Dept		\$50,000
Library Part-time to Full-time		\$19,474
Pay-off Debt		\$34,725
Total:	\$118,482	\$521,571

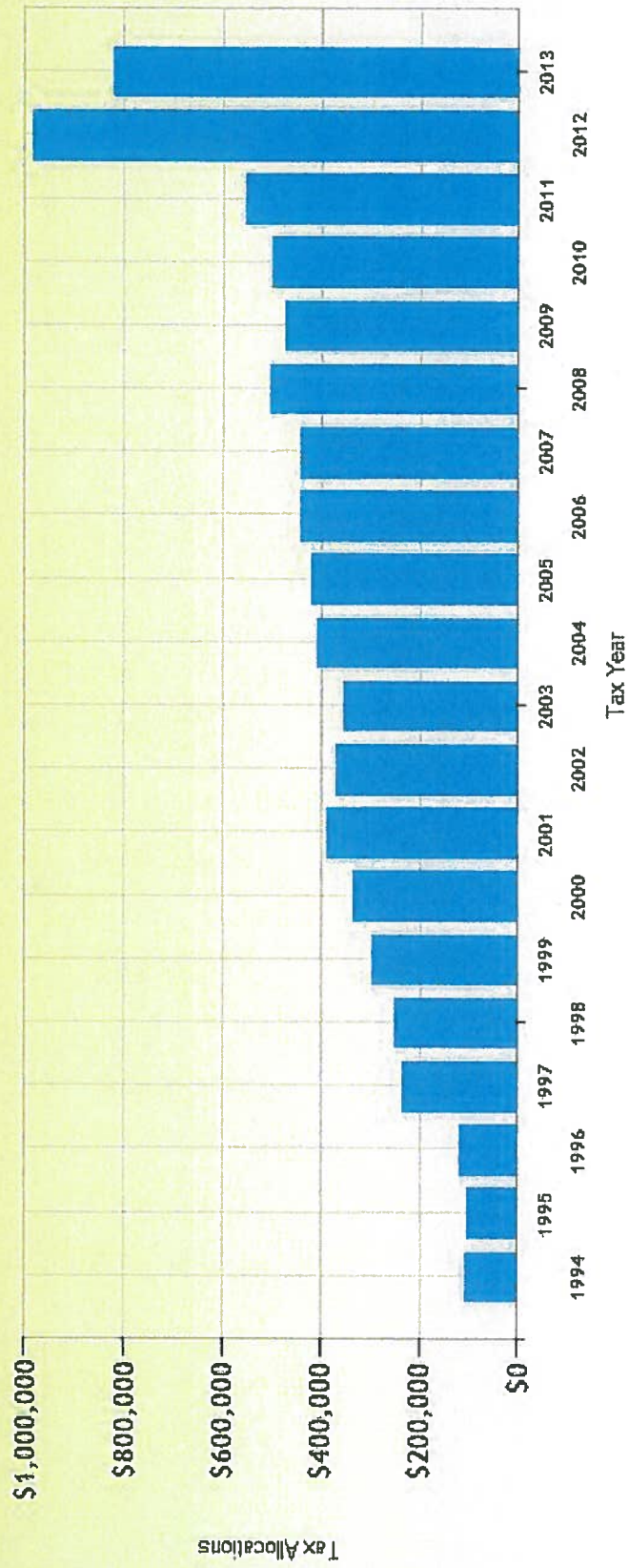
COMBINED SALES TAX HISTORY

CITY, 4A AND 4B

Year	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Total
2014	86,550	86,350	73,297	55,054	87,372	62,386	63,058	69,626	69,771	69,771	69,771	69,771	850,000
2013	55,076	57,585	54,709	48,507	59,671	44,141	68,125	72,035	63,050	69,738	69,475	78,696	740,808
2012	52,372	56,830	42,126	55,319	55,031	48,039	350,911	70,579	59,271	60,472	69,366	46,167	966,483

Please note sales tax hi-lighted in red is the proposed end of year balance. City projected sales tax revenue **\$425,000**

Yearly - Sales Tax Allocations - Past 20 Years



GENERAL FUND REVENUE SUMMARY

2013-2014 REVISED AND 2014-2015 PROPOSED

2013-2014 Revised Revenue

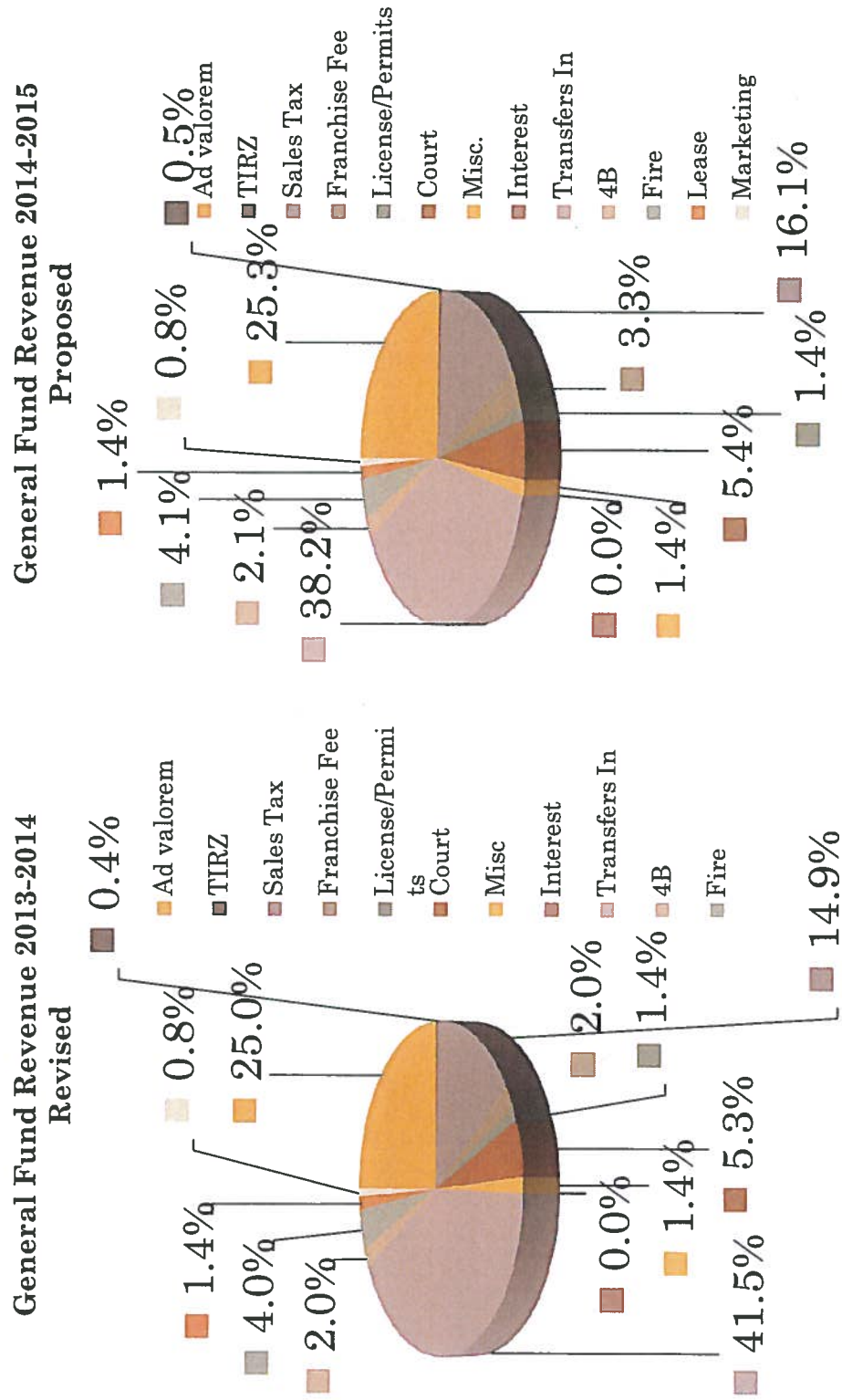
Revenue Source	Revenue Amount
Ad valorem Tax	\$712,220
TIRZ	\$10,453
Sales Tax	425,850
Franchise Fees	\$57,261
Licenses/Permits	\$39,705
Court	\$150,000
Miscellaneous	\$40,400
Interest	\$250
Transfers In	\$1,182,435
4B	\$57,455
Marketing	\$23,110
Fire Run Payments	\$114,397
Lease	\$39,105
Total Revenue:	\$2,852,641

2014-2015 Proposed Revenue

Revenue Source	Revenue Amount
Ad valorem Tax	\$722,673
TIRZ	\$15,000
Sales Tax	\$450,850
Franchise Fees	\$93,500
Licenses/Permits	\$38,705
Court	\$150,000
Miscellaneous	\$40,400
Interest	\$250
Transfers In	\$1,368,635
4B	\$59,809
Marketing	\$23,000
Fire Run Payments	\$114,397
Lease	\$39,105
Total Revenue:	\$3,116,324

GENERAL FUND REVENUE SUMMARY

2013-2014 REVISED AND 2014-2015 PROPOSED



GENERAL FUND EXPENSE SUMMARY

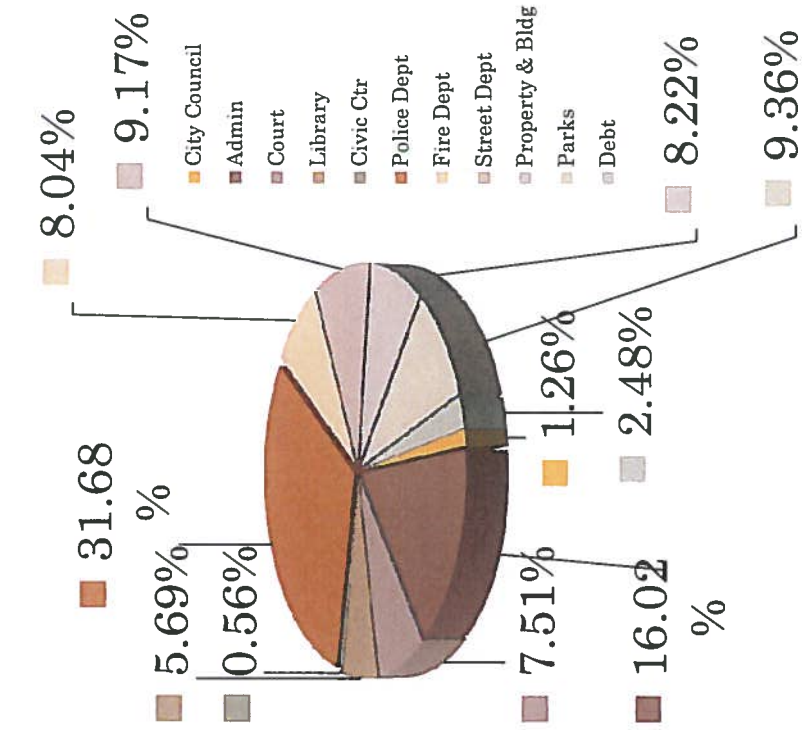
2013-2014 REVISED AND 2014-2015 PROPOSED

Department	Revised Expenses 2013-2014	Department	Proposed Expenses 2014-2015
City Council	\$35,990	City Council	\$36,190
Administration	\$458,280	Administration	\$493,628
Court	\$214,906	Court	\$196,760
Library	\$162,745	Library	\$165,331
Civic Center	\$16,000	Civic Center	\$16,500
Police Dept	\$906,330	Police Dept	\$1,010,145
Fire Dept	\$230,077	Fire Dept	\$325,247
Street Dept	\$262,330	Street Dept	\$266,550
Property & Buildings	\$235,149	Property & Buildings	\$231,078
Parks	\$267,901	Parks	\$283,085
Debt (Fire Trucks)	\$71,066	Debt (Fire Trucks)	\$91,810
Total Expenses:	\$2,860,774	Total Expenses:	\$3,116,324

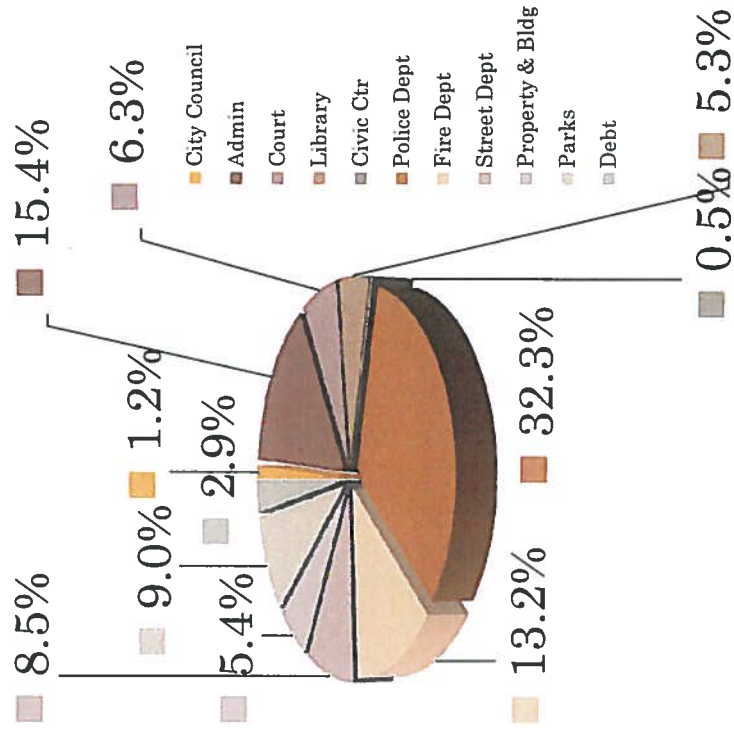
GENERAL FUND EXPENSE SUMMARY

2013-2014 REVISED AND 2014-2015 PROPOSED

General Fund Expense Revised
2013-2014

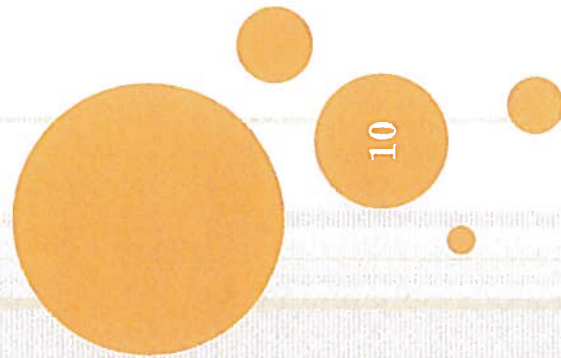


General Fund Expense Proposed
2014-2015



Description	Budget			
	2012-2013 Actual	2013-2014 Current	2013-2014 Revised	2014-2015 Proposed
TOTAL EXPENSES	2,565,841	2,675,300	2,860,774	3,116,324
TOTAL REVENUES	2,646,018	2,675,300	2,852,641	3,116,324
NET OVER REVENUES	80,177		(8,133)	

CITY OF FARMERSVILLE SALARY INFORMATION



SALARY ALLOCATION

Administration Department	Allocation
Shannon Kirby	2% Property & Bldg
Paula Jackson	30% Water Administration
Benjamin White	19% Wastewater
	10% Street
	35% Electric
	2% Parks
	2% Bond

SALARY ALLOCATION

Administration Department	Allocation
Edie Sims	100% Administration
Daphne Hamlin	100% Administration
Adah Leah Wolf	100% Administration (4B reimburse)
Court Department	
Christi Dowdy	100% Court
Rick Ranspot	100% Court
Library Department	
Trisha Dowell	100% Library
Bonnie Hegler	100% Library
Audrey Rubadue	100% Library

SALARY ALLOCATION

Public Works Department

Allocation

- Eddie Brock
 - 5% Bond, 35% Water, 30% Wastewater, 15% Streets, 10% Parks, 5% Property & Bldg.
- Jerry Cortez
 - 10% Bond, 5% Parks, 20% Streets, 25% Water, 25% Wastewater, 5% Property & Bld., 5% Electric, 5% Bond
- Juan Hernandez
 - 5% Bond, 50% Water, 30% Wastewater. 5%Streets, 5%Parks, 5%, Property & Bldg.,
- Edgar Martinez
 - 5% Bond, 10% Parks, 10% Property & Buildings, 10% Streets,35% Water, 30% Wastewater
- Nick Miller
 - 5% Bond, 50% Streets, 10% Parks, 10% Wastewater, 20% Water, 5% Property & Bldg,
- Mike Rosa
 - 5% Bond, 10%Parks,10% Property & Building, 10% Streets, 35% Water, 30% Wastewater
- Josh Rubadue
 - 5% Bond, 50% Water,30% Wastewater, 5% Streets, 5% Parks, 5% Property & Bldg.,

SALARY ALLOCATION

Police Department	Allocation
Officers	
Alford, Brian	100% Police Dept
Crawley, Jaret	100% Police Dept
Cole, Roger	100% Police Dept
Hayslip, Steven	100% Police Dept
Hernandez, Marsha	100% Police Dept
Sullivan, Michael	100% Police Dept
Gonzalez, Frank	100% Police Dept
Redding, Korey	100% Police Dept
Williams, John	100% Police Dept
Dixon, Karen/Code Enforcement	100% Police Dept
Jackson, Shacee/Administration	100% Police Dept
Proposed New Employee	100% Police Dept
Fire Department	
Kim Morris	100% Fire Dept
Proposed New Employee	100% Fire Dept

COST OF LIVING SURVEY

City of Anna: 3% increase in the 2014-2015 Budget. In addition a firm was hired to conduct salary survey. Salaries will increase according to the market

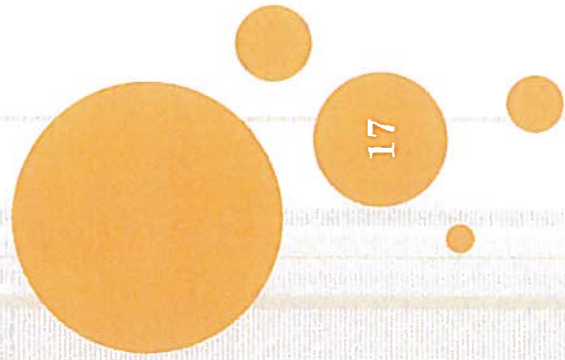
City of Greenville: Proposing 2% cost of living in the 2014-2015 Proposed Budget.

City of McKinney: Proposing 2, 4, and 6% merit raises in the 2014-2015 Proposed Budget.

City of Princeton: Proposing ?% cost of living and discussing merit increases in the 2014-2015 Proposed Budget.

City of Wylie: Completed compensation study in December 2013. In January 2014 implemented a large portion of the adjustments and plan to fund the remainder of the increases in October 2014. One part of the study was sworn public safety employees to move to a step pay plan. Council plans to move them up 1 step each year on their anniversary date (a step is 2.5%).

CITY OF FARMERSVILLE DEBT AND TAX INFORMATION



DEBT REQUIREMENTS 2014-2015 PROPOSED BUDGET

Name	Principle	Interest	Total
2005 C/O	\$63,940.	\$12,915.	\$76,885.
2006 C/O	\$212,659.	\$48,659.	\$261,318.
2012 Bond	\$71,103.	\$15,759.	\$86,863.
2012 Fire Truck	\$32,495.	\$2,231	\$34,725.
2014 Bond (new)	\$55,000.	\$53,013.	\$108,012.
Electric Note	\$123,738.	\$3,354.	\$127,091.
Total Debt:			\$694,894.
Payment Source			
Tax Levy (I&S):			\$507,259.
Wastewater Revenue			\$13,639.
Electric Revenue			\$127,091.
General Fund Revenue			\$34,725.
Total Payments:			\$694,894

THE FIVE YEAR PLAN

Assumptions

¹³ Taxable Values for Fiscal Year 2014 as provided by the Cook County Appraisal District; no growth is assumed.

¹⁴ Self-Supporting Debt is assumed to be approximately 4.5% of Series 2006 Certificates of Obligation and 100% of the 2013 Notes.

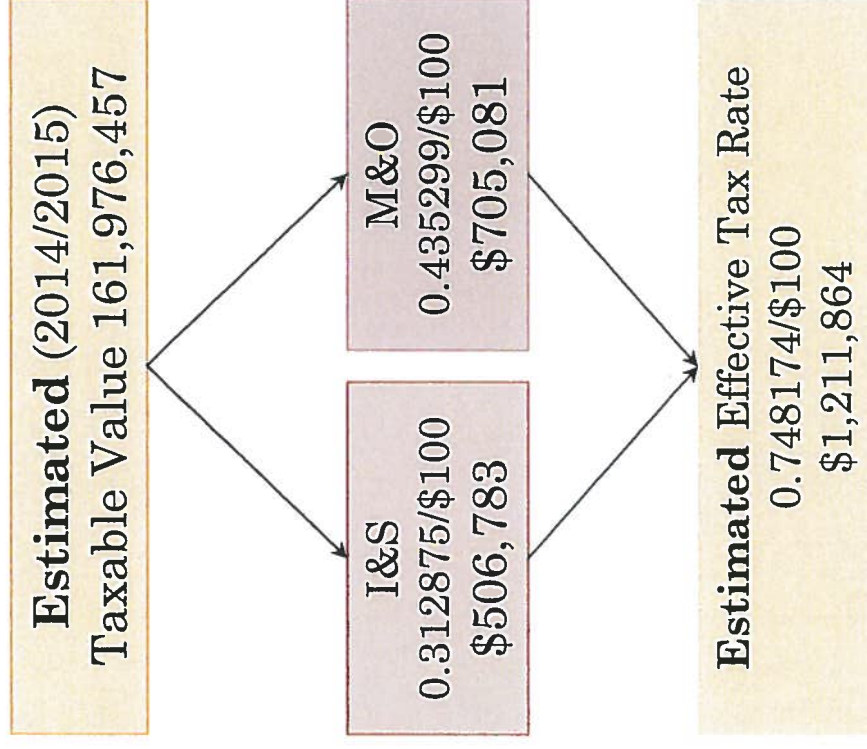
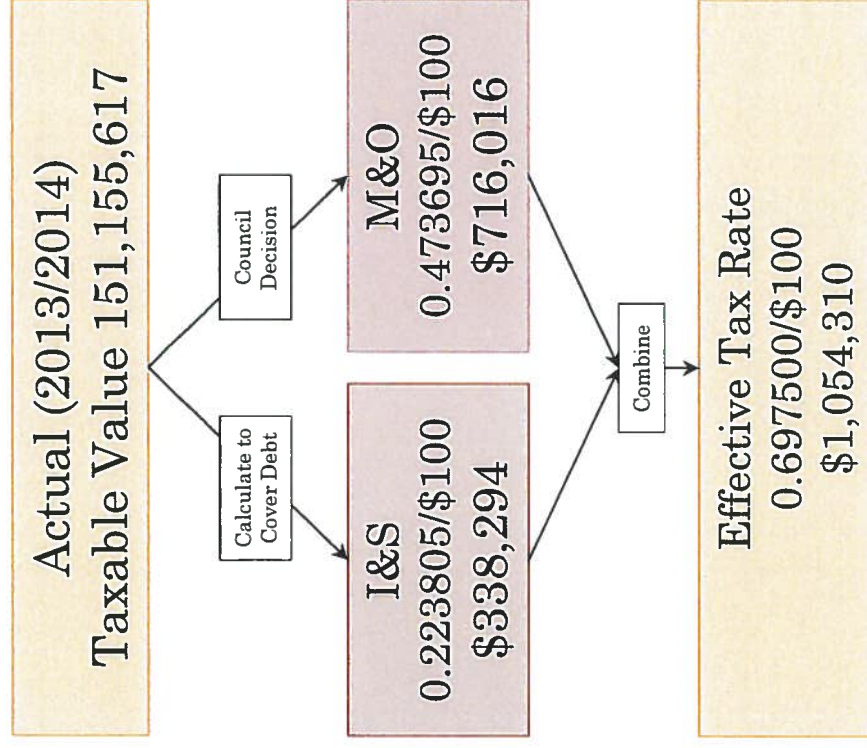
¹⁵ 2014 tax rate as provided; assumes 0% collections.

¹⁶ Assumes interest rates as of 06/3/2014.

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Ad Valorem Tax Rate Calculations



2014 PRELIMINARY TOTALS

CFC - FARMERSVILLE CITY

Grand Totals

Property Count: 2,069

6/16/2014 7:06:49AM

Land		Value	
HomeSite:	25,676,177		
Non HomeSite:	34,804,267		
Ag Market:	7,436,750		
Timber Market:	0		
Total Land		0	
Improvement		Value	
HomeSite:	61,084,510		
Non HomeSite:	32,687,725		
Total Improvements			(+) 93,772,235
Non Real		Count	
Personal Property:	336		
Mineral Property:	0		
Autos:	0		
Total Non Real		0	(+) 31,662,916
Market Value			= 193,352,345
Ag		Non Exempt	
Total Productivity Market:	7,436,750		
Ag Use:	70,728		
Timber Use:	0		
Productivity Loss:	7,366,022		
Appraised Value		0	= 185,986,323
Homestead Cap		0	(-) 1,226,408
Assessed Value			= 184,759,915
Exemption		Count	
CH	3	134,887	
DP	41	724,901	
DV1	4	0	
DV2	3	0	
DV3	1	0	
DV4	2	0	
DV4S	5	0	
DV4S	3	0	
DVHS	5	0	
EX-XD (Forated)	1	0	
EX-XU	3	0	
EX-XV	204	0	
EX366	111	0	
FR	2	1,035,605	
LVE	9	498,450	
OV65	229	2,243,400	
OV65S	1	10,000	
PPV	1	25,353	
Total Exemptions		25,353	
Net Taxable			= 166,181,946

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
 1,159,119.07 = 166,181,946 * (0.697500 / 100)

2014 PRELIMINARY TOTALS

CFC - FARMERSVILLE CITY

Grand Totals

Property Count: 2,069

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State Category Breakdown

State Code	Description	Count	Acres	New Value Market	Market Value
------------	-------------	-------	-------	------------------	--------------

A	SINGLE FAMILY RESIDENCE	1,048		\$66,145	\$86,143,046
B	MULTIFAMILY RESIDENCE	17		\$0	\$2,076,245
C1	VACANT LOTS AND LAND TRACTS	217		\$0	\$11,227,318
D1	QUALIFIED OPEN-SPACE LAND	42	619.6939	\$0	\$7,436,750
D2	IMPROVEMENTS ON QUALIFIED OPEN SP	4		\$0	\$23,788
E	RURAL LAND, NON QUALIFIED OPEN SPA	30		\$0	\$3,999,528
F1	COMMERCIAL REAL PROPERTY	103		\$0	\$22,754,859
F2	INDUSTRIAL AND MANUFACTURING REAL	48		\$76,428	\$13,950,592
J2	GAS DISTRIBUTION SYSTEM	2		\$0	\$591,218
J3	ELECTRIC COMPANY (INCLUDING CO-OP)	4		\$0	\$370,681
J4	TELEPHONE COMPANY (INCLUDING CO-O	9		\$0	\$1,065,705
J5	RAILROAD	5		\$0	\$559,583
J6	PIPELAND COMPANY	2		\$0	\$13,890
J7	CABLE TELEVISION COMPANY	3		\$0	\$465,264
L1	COMMERCIAL PERSONAL PROPERTY	188		\$0	\$19,921,527
L2	INDUSTRIAL AND MANUFACTURING PERS	4		\$0	\$7,265,345
M1	TANGIBLE OTHER PERSONAL, MOBILE H	17		\$0	\$54,327
O	RESIDENTIAL INVENTORY	19		\$9,029	\$372,029
S	SPECIAL INVENTORY TAX	3		\$0	\$974,518
X	TOTALLY EXEMPT PROPERTY	329		\$0	\$14,086,132
Totals			619.6939	\$151,602	\$193,352,345

2014 PRELIMINARY TOTALS

CFC - FARMERSVILLE CITY

Effective Rate Assumption

Property Count: 2,069

Collin CAD

New Value

TOTAL NEW VALUE MARKET:
\$151,602

TOTAL NEW VALUE TAXABLE:
\$151,602

New Exemptions

Exemption	Description	Count	Exemption Amount
EX-XD	11,181 Improving property for housing with vol	1	\$33,560
EX-XV	Other Exemptions (including public property, re	8	\$242,669
EX366	House Bill 366 - Under \$500	98	\$87,049
ABSOLUTE EXEMPTIONS VALUE LOSS			
TOTAL EXEMPTIONS VALUE LOSS			
OV65	Over-65	8	\$80,000
PARTIAL EXEMPTIONS VALUE LOSS			
TOTAL EXEMPTIONS VALUE LOSS			
\$443,278			

New Ag / Timber Exemptions

New Annexations

New Deannexations

Average Homestead Value

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
624	\$94,076	\$1,965	\$92,111
Category A and E			
Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
619	\$93,858	\$1,981	\$91,877

Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
107	\$21,898,734.00	\$17,518,090

CITY OF FARMERSVILLE ENTERPRISE FUNDS

2013-2014 REVISED BUDGET AND 2014-2015 PROPOSED BUDGET

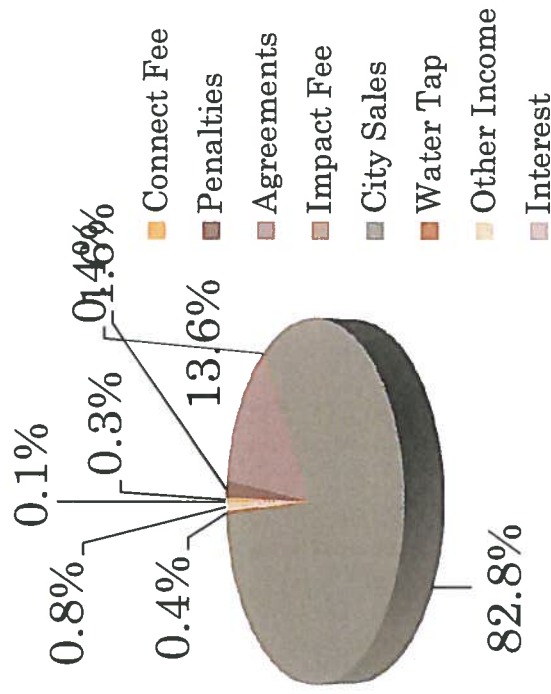
WATER FUND REVENUE SUMMARY

2013-2014 REVISED AND 2014-2015 PROPOSED

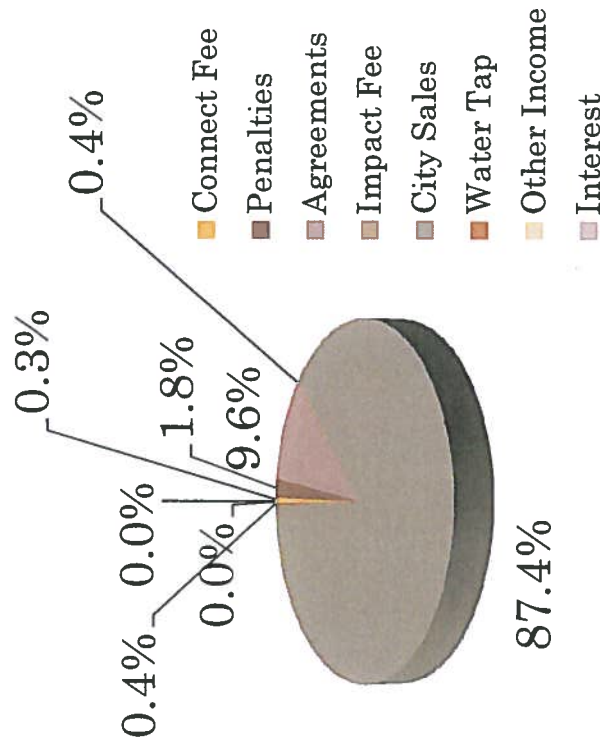
2013-2014 Revised Revenue		2014-2015 Proposed Revenue	
Revenue Source	Revenue Amount	Revenue Source	Revenue Amount
Connect Fee	\$3,500	Connect Fee	\$3,500
Penalties	\$18,000	Penalties	\$18,000
Agreements & Contracts	\$99,000	Agreements & Contracts	\$99,000
Impact Fee	\$4,055	Impact Fee	\$4,055
City Water Sales	\$860,521	City Water Sales(rate study)	\$930,898
Water Tap	\$5,760	Water Tap	\$3,700
Other Income	\$500	Other Income	\$500
Interest	\$500	Interest	\$500
Total Revenue:	\$991,836	Total Revenue:	\$1,060,153

WATER FUND REVENUE SUMMARY 2013-2014 REVISED AND 2014-2015 PROPOSED

2013-2014 Revenue Revised



2014-2015 Revenue Proposed



WATER FUND EXPENSE SUMMARY **2013-2014 REVISED AND 2014-2015 PROPOSED**

2013-2014 Revised Expenses		2014-2015 Proposed Expenses	
Description	Expenses	Description	Expenses
Admin Personnel	\$125,926	Admin Personnel	\$71,835
Maint/Misc Admin	\$36,287	Maint/Misc. Admin	\$35,544
Personnel Public Works	\$208,782	Personnel Public Works	\$168,947
Contracts & Prof Svc	\$55,655	Contracts & Prof Svc	\$55,655
Misc	\$79,050	Misc.	\$87,000
Maint.	\$5,000	Maint.	\$5,000
Utilities	\$26,047	Utilities	\$26,250
Supplies	\$534,472	Supplies	\$587,765
Transfers to GF	121,874	Transfers to GF	121,874
Total Expenses	\$1,193,093	Total Expenses	\$1,159,870

NTMWD WATER RATES

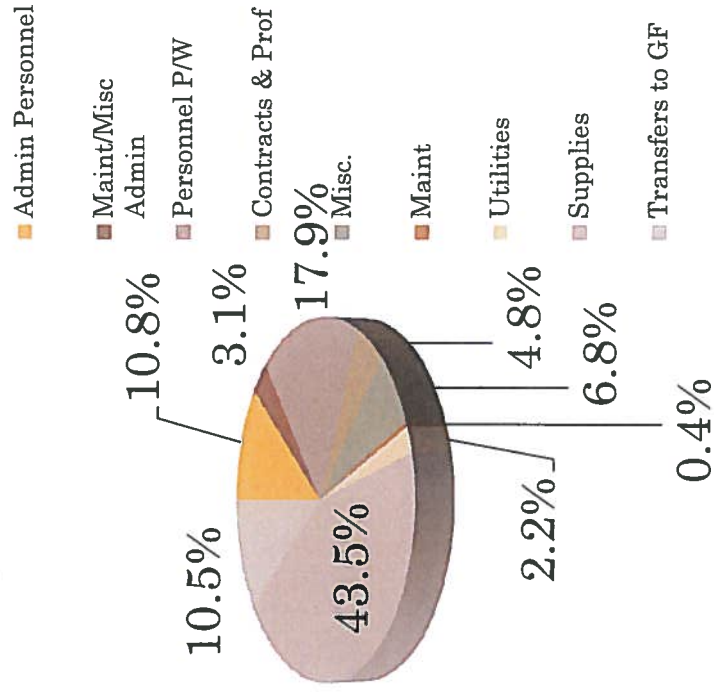
Fiscal Year	Actual Usage (Gallon)	Minimum Demand			Rebate			Minimum Demand Met	Excess Demand		Total
		Minimum (Gallon)	Rate (Per Gallon)	Annual Payment	Rate (Per Gallon)	Cost	Rate (Per Gallon)		Cost		
2001/2002	228,235,000	290,608,000	0.00080	232,486.40	0.00020	(12,474.60)	No	0.00012	0.00	220,011.80	
2002/2003	225,417,000	290,608,000	0.00087	252,828.96	0.00020	(13,038.20)	No	0.00020	0.00	239,790.76	
2003/2004	246,458,000	290,608,000	0.00092	267,359.36	0.00020	(8,830.00)	No	0.00020	0.00	258,529.36	
2004/2005	242,487,000	270,608,000	0.00097	262,489.76	0.00020	(5,624.20)	No	0.00020	0.00	256,865.56	
2005/2006	280,467,000	270,608,000	0.00097	262,489.76	0.00023	0.00	Yes	0.00023	2,267.57	264,757.33	
2006/2007	203,651,000	280,467,000	0.00102	286,076.34	0.00030	(23,044.80)	No	0.00030	0.00	263,031.54	
2007/2008	214,587,000	280,467,000	0.00108	302,904.36	0.00042	(27,669.60)	No	0.00042	0.00	275,234.76	
2008/2009	242,055,000	280,467,000	0.00118	330,951.06	0.00053	(20,358.36)	No	0.00053	0.00	310,592.70	
2009/2010	201,007,000	280,467,000	0.00125	350,583.75	0.00044	(34,962.40)	No	0.00044	0.00	315,621.35	
2010/2011	249,303,000	280,467,000	0.00137	384,239.79	0.00038	(11,842.32)	No	0.00038	0.00	372,397.47	
2011/2012	259,325,000	280,467,000	0.00149	417,895.83	0.00039	(8,245.38)	No	0.00039	0.00	409,650.45	
2012/2013	200,271,000	280,467,000	0.00170	476,793.90	0.00035	(28,068.60)	No	0.00035	0.00	448,725.30	
2013/2014	220,000,000	280,467,000	0.00187	524,473.29	0.00045	(27,210.15)	No	0.00045	0.00	497,263.14	
2014/2015	220,000,000	280,467,000	0.00206	577,762.02	0.00045	(27,210.15)				550,552.00	
2015/2016			0.00229								
2016/2017			0.00252								
2017/2018			0.00276								
2018/2019			0.00300								

Note: Fiscal Year runs from August through July

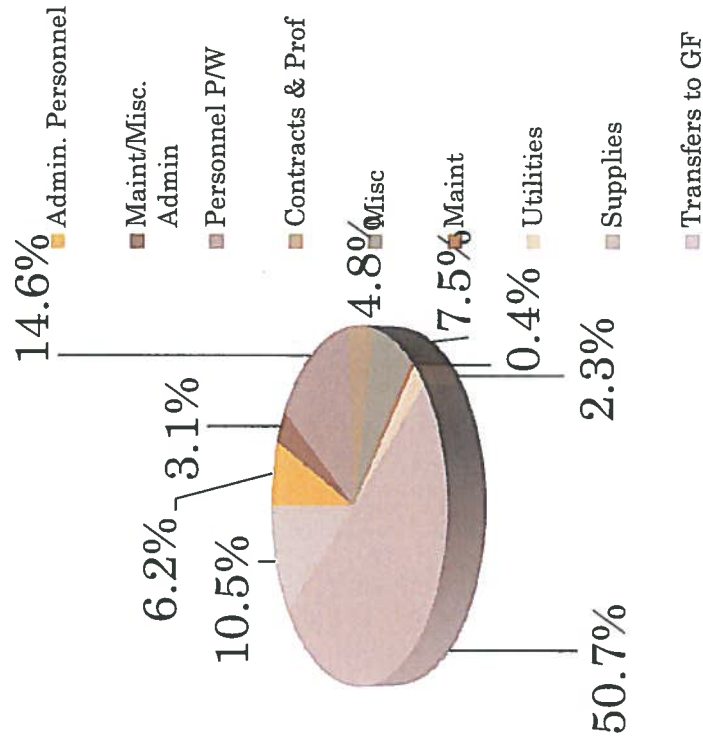
WATER FUND EXPENSE SUMMARY

2013-2014 REVISED AND 2014-2015 PROPOSED

2013-2014 Revised Expenses



2014-2015 Proposed Expenses



WASTEWATER FUND REVENUE SUMMARY **2013-2014 REVISED AND 2014-2015 PROPOSED**

2013-2014 Revised Revenue		2014-2015 Proposed Revenue	
Revenue Source	Revenue Amount	Revenue Source	Revenue Amount
Sewer Sales	\$813,489	Sewer Sales	\$987,148
Penalties	\$16,800	Penalties	\$16,800
Impact Fee	\$4,440	Impact Fee	\$4,440
Transfer in Reserve	\$42,000	Total Revenue	\$1,008,388
Total Revenue	\$876,729		

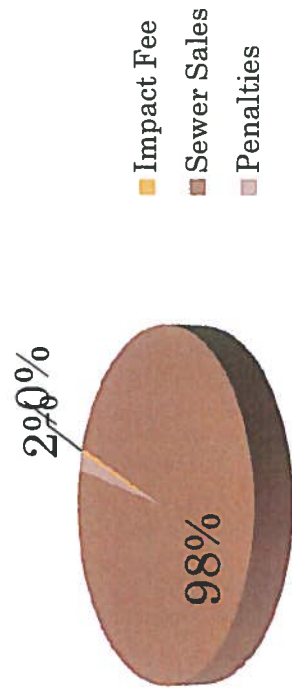
WASTEWATER FUND REVENUE SUMMARY

2013-2014 REVISED AND 2014-2015 PROPOSED

2013-2014 Revised Revenue



2014-2015 Proposed Revenue



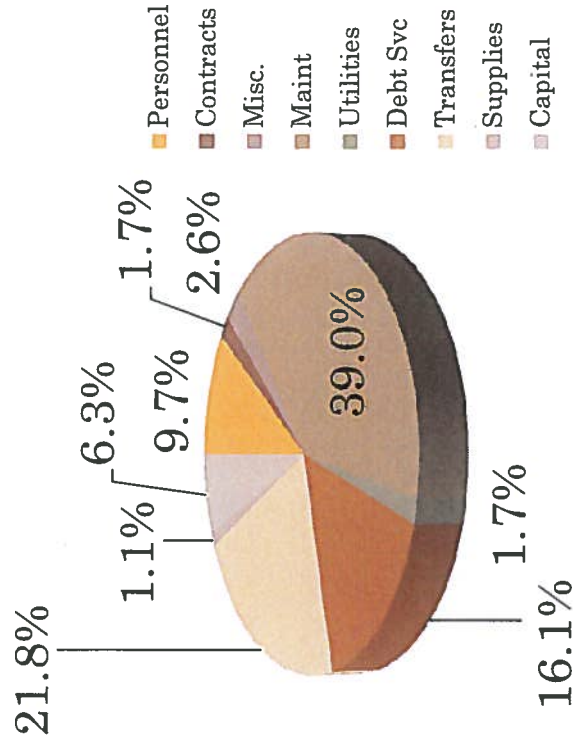
WASTEWATER FUND EXPENSE SUMMARY 2013-2014 REVISED AND 2014-2015 PROPOSED

2013-2014 Revised Expenses		2014-2015 Proposed Expenses	
Description	Expenses	Description	Expenses
Personnel	\$64,203	Personnel	\$166,074
Contracts & Prof. Svc	\$11,000	Contracts & Prof. Svc	\$11,500
Miscellaneous	\$17,506	Miscellaneous	\$29,000
Maintenance	\$258,890	Maintenance	\$289,023
Utilities	\$11,475	Utilities	\$11,000
Debt Service	\$106,662	Debt Service	\$15,000
Supplies	\$7,000	Supplies	\$10,500
Transfers to GF	\$144,601	Transfers to GF	\$144,601
Capital Expenditures	\$42,000	Capital Expenditures	\$62,000
Total Expenses:	\$663,337	Total Expenses:	\$738,698

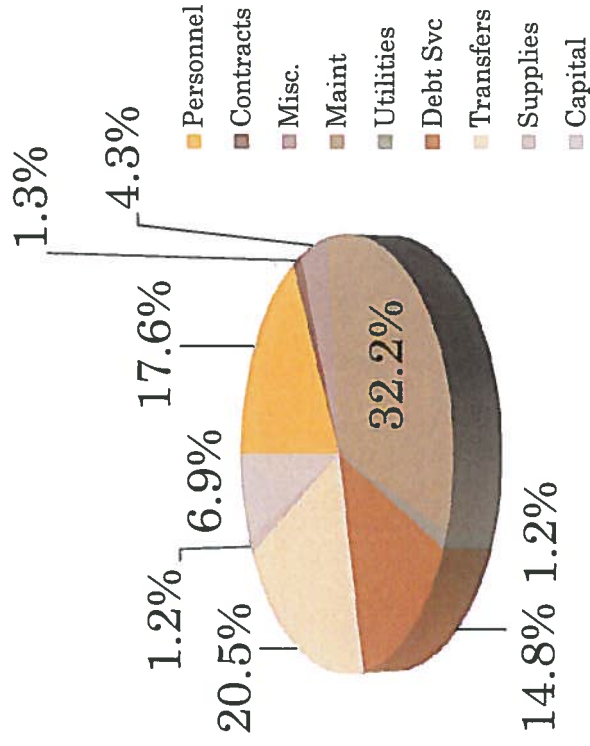
WASTEWATER FUND EXPENSE SUMMARY

2013-2014 REVISED AND 2014-2015 PROPOSED

2013-2014 Revised Expenses



2014-2015 Proposed Expenses



WASTEWATER FUND REVENUE VS. EXPENSES 2013-2014 REVISED AND 2014-2015 PROPOSED

Revenue vs. Expenses 2013-2014 Revised		Revenue vs. Expenses 2014-2015 Proposed	
Revenue (Study)	\$876,220	Revenue (Study)	\$1,008,388
Expenses	\$663,337	Expenses	\$738,698
Net over Revenue:		Net over Revenue:	
	\$212,883		\$269,690

ELECTRIC FUND REVENUE SUMMARY

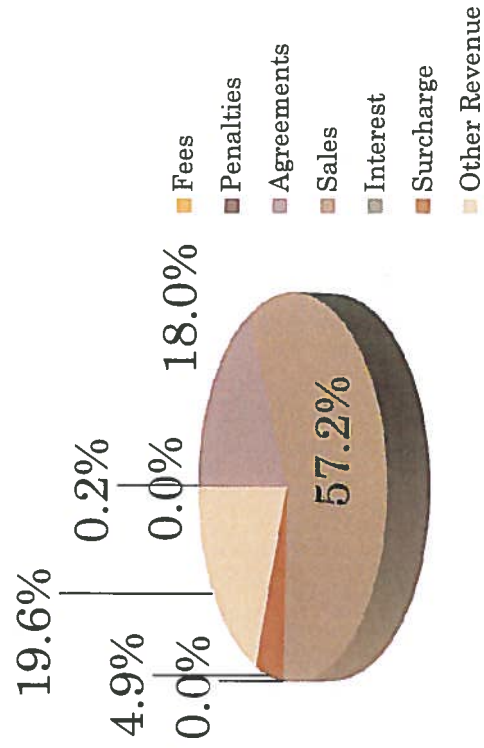
2013-2014 REVISED AND 2014-2015 PROPOSED

2013-2014 Revised Revenue		2014-2015 Proposed Revenue	
Revenue Source	Revenue Amount	Revenue Source	Revenue Amount
Fees	\$1,000	Fees	\$3,000
Penalties	\$6,000	Penalties	\$15,000
Agreements & Contr	\$552,000	Agreements & Contr	
Electricity Sales	\$1,752,429	Electricity Sales	\$3,574,921
Interest	\$250	Interest	\$250
Surcharge	\$150,000	Surcharge	\$150,000
Other Revenue	\$600,000	Other Revenue	
Total Revenue	\$3,061,679	Total Revenue	\$3,743,171

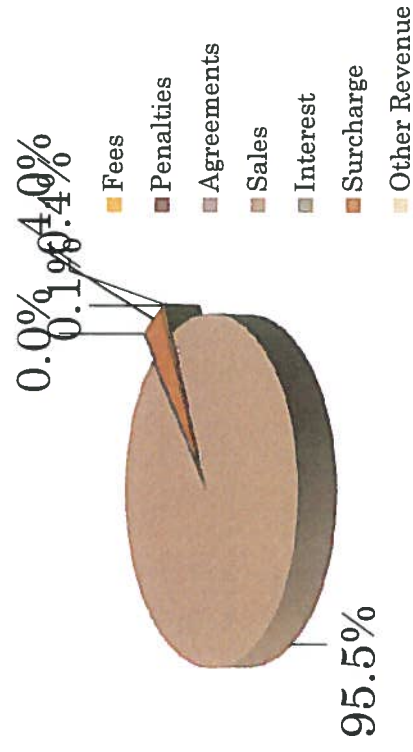
ELECTRIC FUND REVENUE SUMMARY

2013-2014 REVISED AND 2014-2015 PROPOSED

2013-2014 Revised Revenue



2014-2015 Proposed Revenue



ELECTRIC FUND EXPENSE SUMMARY

2013-2014 REVISED AND 2014-2015 PROPOSED

2013-2014 Revised Expenses

Description	Expenses
Personnel	\$246,345
Contracts & Prof Svc	\$226,300
Misc	\$237,500
Maintenance	\$8,000
Utilities	\$1,050
Supplies	\$874,000
Debt Service	\$25,000
Transfers to GF	\$704,050
Capital Equipment	\$680,000
Total Expenses	\$3,002,245

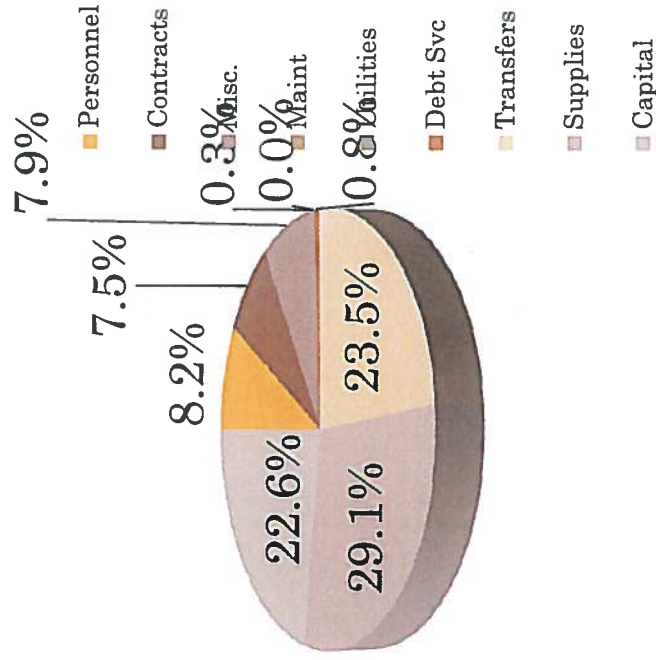
2014-2015 Proposed Expenses

Description	Expenses
Personnel	\$469,819
Contracts & Prof Svc	\$77,800
Misc.	\$156,500
Maintenance	\$21,150
Utilities	\$3,840
Supplies	\$1,714,682
Debt Service	\$127,091
Transfers to GF	\$1,002,750
Charge Off	\$15,000
Capital Equipment	\$150,000
Total Expenses:	\$3,738,632

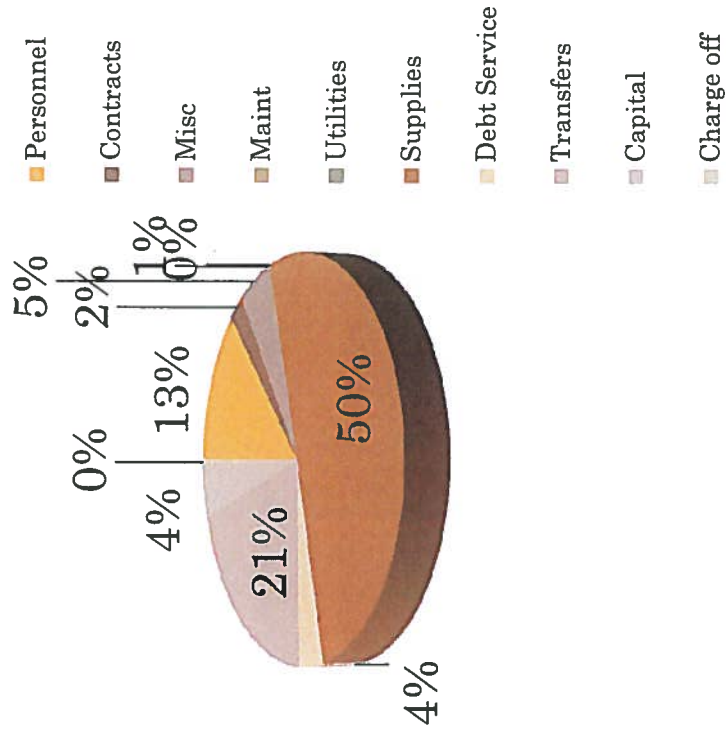
ELECTRIC FUND EXPENSE SUMMARY

2013-2014 REVISED AND 2014-2015 PROPOSED

2013-2014 Revised Expenses



2014-2015 Proposed Expenses



ELECTRIC FUND REVENUE VS. EXPENSES

2013-2014 REVISED AND 2014-2015 PROPOSED

Revenue vs. Expenses 2013-2014 Revised		Revenue vs. Expenses 2014-2015 Proposed	
Revenue	\$3,061,679	Revenue	\$3,743,171
Expenses	\$3,002,245	Expenses	\$3,738,632
Net over Revenue:		Net over Revenue:	
	\$59,434		\$4,539

REFUSE FUND REVENUE SUMMARY

2013-2014 REVISED AND 2014-2015 PROPOSED

2013-2014 Revised Revenue

Revenue Source	Revenue Amount
Residential Trash Coll	\$264,000
Commercial Trash Coll	\$282,300
Interest	\$125
Recycle	\$4,970
Brush	\$30
Penalties	7,500
Total Revenue	\$558,925

2014-2015 Proposed Revenue

Revenue Source	Revenue Amount
Residential Trash Coll	\$264,000
Commercial Trash Coll	\$282,300
HHW	\$7,800
Interest	\$125
Recycle	\$4,970
Brush	
Penalties	7,500
Total Revenue	\$566,695

REFUSE FUND EXPENSE SUMMARY

2013-2014 REVISED AND 2014-2015 PROPOSED

2013-2014 Revised Expenses		2014-2015 Proposed Expenses	
Description	Expenses	Description	Expenses
Personnel		Personnel	
Trash Collection	\$407,135	Trash Collection	\$407,135
Recycle Service	\$32,387	Recycle Service	\$32,387
Transfer to GF:	\$81,555	HHW	\$6,865
		Transfer to GF:	\$81,555
Total Expenses:	\$521,077	Misc	\$5,000
		Total Expenses:	\$532,942

REFUSE FUND REVENUE VS. EXPENSES 2013-2014 REVISED AND 2014-2015 PROPOSED

Revenue vs. Expenses 2013-2014 Revised \$37,848		Revenue vs. Expenses 2014-2015 Proposed	
Revenue	\$558,925	Revenue	\$566,695
Expenses	\$521,077	Expenses	\$532,942
Net over Revenue:		Net over Revenue:	
	\$37,848		\$33,754

2014 PLANNING CALENDAR



NAME OF CITY:

Mailing of "Notices of Appraised Value" by Chief Appraiser.

Deadline for submitting Appraisal Records to ARB.

Deadline for ARB to approve Appraisal Records.

Deadline for Chief Appraiser to certify Appraisal Rolls to each Taxing Unit.

Certification of anticipated collection rate by collector.

Calculation of Effective and Rollback Tax Rates

Publication of Effective and Rollback Tax Rates, statement and schedules; submission governing body. (Not required if "Notice of 2014 Tax Year Proposed Property Tax Rate" is published before September 1. Senate Bill 1510)

72 Hour Notice for meeting (Open Meeting Notice.)

Meeting of Governing Body to Discuss Tax Rates; if proposed tax rate will exceed the Rollback Rate or the Effective Tax Rate (whichever is lower), take record vote and schedule Public Hearing.

"Notice of Public Hearing on Tax Increase" is the first quarter-page notice in newspaper, on TV and Website, if available, published at least seven (7) days before Public Hearing. (Note required if Senate Bill 1510 met)

72 Hour Notice for Public Hearing (Open Meeting Notice.)

First Public Hearing

72 Hour Notice for Second Public Hearing (Open Meeting Notice.)

Second Public Hearing; Schedule and announce meeting to adopt Tax Rate, three to fourteen (3 - 14) days from this date.

"Notice of Vote on Tax Rate" * published before meeting to Adopt Tax Rate is the second quarter-page notice in newspaper before meeting and published on TV and Web site (if available), at least seven (7) days before meeting. (Note required if Senate Bill 1510 met.)

72 Hour Notice for meeting at which governing body will adopt Tax Rate (Open Meeting Notice.)

Meeting to Adopt Tax Rate. Schedule meeting three to fourteen (3 to 14) days after second Public Hearing. Taxing unit must adopt tax rate before September 30 or 60 days after receiving Certified Appraisal Roll, whichever is later.

Reminder: Allow sufficient advance notification required by the newspaper to place an advertisement. S.B. 18 may be interpreted as requiring one or two notices of vote on a tax rate. Either interpretation is reasonable and advice of taxing unit legal counsel should be sought to determine which approach to take in notifying the public of the meeting at which the governing body will vote on the tax rate.

Please provide a copy of your Ordinance adopting your Tax Rate to the Collin County Tax Office by September 24, 2014.

QUESTIONS OR COMMENTS

