

**FARMERSVILLE CITY COUNCIL  
REGULAR SESSION AGENDA  
January 27, 2015, 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.
- Announcements relating to items of public interest: Announcements regarding local or regional civic and charitable events, staff recognition, commendation of citizens, traffic issues, upcoming meetings, awards, acknowledgement of meeting attendees, birthdays, and condolences.
  - Proclamation naming February as Love Farmersville month
  - Citizens on Patrol recognition

**II. READING OF ORDINANCES**

- A. First Reading – Consider, discuss and act upon an ordinance regarding driveway approaches, driveways and parking hazards
- B. Second Reading – Consider, discuss and act upon an ordinance regarding registration for contractors within the City of Farmersville

**III. REGULAR AGENDA**

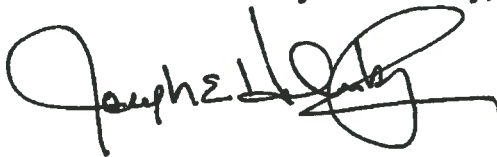
- A. Consider, discuss and act upon City Financial Reports
- B. Consider, discuss and act upon a resolution calling the May 9, 2015 General Election to elect three Council members
- C. Consider, discuss and act upon receiving two resignations from the Building & Property Standards Commission and appointing two members to serve on the Building & Property Standards Commission
- D. Consider, discuss and act upon a contract with Daniel & Brown, Inc. to supply engineering services for the CDBG Sewer Grant project
- E. Consider, discuss and act upon a contract and change order with Cole Construction and authorize the Mayor to sign the notice to proceed regarding the Chaparral Trail Phase III project
- F. Consider, discuss and act upon a change order for the Sycamore Street waterline project funded through the General Obligation Bond
- G. Consider giving direction to the Planning & Zoning Commission to hold a public hearing authorizing a possible text amendment to the Comprehensive Zoning Ordinance allowing inclusion of a pawn shop in the Highway Commercial zoning district
- H. Consider, discuss and act upon reducing the speed limit on residential streets

- I. Consider, discuss and act upon adding customers outside the Farmersville City Limits to the recycle program and Household Hazardous Waste program
- J. Update on Chaparral Trail projects
- K. Update on street, water and wastewater General Obligation Bond projects
- L. Update on Highway 380 project
- M. Update on wastewater treatment facility

#### **IV. REQUEST FOR CONSIDERATION OF PLACING ITEMS ON FUTURE AGENDAS**

#### **V. ADJOURNMENT**

**Dated this the 23<sup>rd</sup> day of January, 2015.**



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 January 23, 2015 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



# A Proclamation

## *Naming the month of February*

*as*

### *“Love Farmersville”*

**Whereas**, the City of Farmersville is a “Texas Treasure” to all those living in and visiting our city; and

**Whereas**, Farmersville’s prominence is known throughout the state as the historical “Onion Capital of Texas”; and

**Whereas**, Farmersville is quite unique in many facets including red brick streets, undisturbed architecture of yesteryear, and a great sense of community with the small town family atmosphere; and

**Whereas**, the citizens of Farmersville cherish the City’s rich history; and

**Whereas**, the City of Farmersville is committed to the goals and aspirations of the community; and

**Whereas**, residents actively support the community with volunteer efforts; and

**Whereas**, the City of Farmersville would like to recognize the community and show support of our beloved Farmersville; and

**Whereas**, the Library will be celebrating “Love Your Library” during the month of February by displaying hand written Valentines throughout the Library; and

**Whereas**, the City Hall will be celebrating “Love Farmersville” during the month of February by displaying Valentines in the Lobby of City Hall.

**NOW THEREFORE**, I, Joseph E. Helmberger, Mayor of the City of Farmersville do hereby proclaim February 2015 as Love Farmersville month throughout Farmersville, and I urge all the people of Farmersville to show support during the many public activities by letting others know how much Farmersville means to us.

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Joseph E. Helmberger, P.E., Mayor



**TO:** Mayor and Councilmembers

**FROM:** Ben White, City Manager

**DATE:** January 27, 2015

**SUBJECT:** First Reading – Consider, discuss and act upon an ordinance regarding driveway approaches, driveways and parking hazards

- An ordinance is attached for review.

**ACTION:** Approve or disapprove Ordinance.



**CITY OF FARMERSVILLE  
ORDINANCE # O-2015-0210-001**

**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 71, "TRAFFIC AND VEHICLES," BY AMENDING DIVISION 2, "AUXILIARY AND RESTRICTED RESIDENTIAL ZONE PARKING," BY CHANGING THE NAME OF DIVISION 2 TO "DRIVEWAYS, IMPROVED PARKING SURFACES AND FURTHER PARKING RESTRICTIONS," BY DELETING SECTIONS 71-167, "DEFINITIONS," 71-168, "REGULATIONS," AND 71-169, "MAINTENANCE," IN THEIR ENTIRETY AND REPLACING SAID SECTIONS WITH NEW SECTIONS 71-167, ENTITLED "DEFINITIONS," 71-168, ENTITLED "FRONT YARD, SIDE YARD AND LIMITS ON IMPROVED PARKING SURFACES," AND 71-169, ENTITLED "STOPPING, STANDING, STORING, OR PARKING IN RESTRICTED PARKING AREA," BY ADDING NEW SECTIONS 71-170 THROUGH 71-181 REGARDING THE PARKING OF VEHICLES WITHIN AND ABOUT THE CITY, AND BY ADDING A NEW SECTIONS 71-182 REGARDING THE GRANDFATHERING OF CERTAIN PROVISIONS; 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 desires to modify certain parts of the Traffic and Vehicles Chapter of the Farmersville Code as it pertains to the parking of vehicles within and about the City; and

**WHEREAS**, the City Council of the City of Farmersville, Texas, finds and determines that amending the Traffic and Vehicles Chapter as it pertains to the parking of vehicles in and about the City is in the best interest and public health, safety, and welfare of the citizens of the City of Farmersville, Texas.

**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 71, "TRAFFIC AND VEHICLES," BY AMENDING DIVISION 2, "AUXILIARY AND RESTRICTED RESIDENTIAL ZONE PARKING," BY CHANGING THE NAME OF DIVISION 2 TO "DRIVEWAYS, IMPROVED PARKING SURFACES AND FURTHER PARKING RESTRICTIONS," AND BY DELETING SECTION 71-167, "DEFINITIONS," IN ITS ENTIRETY AND**

**REPLACING SAID SECTION WITH A NEW SECTION 71-167 ALSO ENTITLED  
“DEFINITIONS,”**

From and after the effective date of this Ordinance, Chapter 71, “Traffic and Vehicles,” is hereby amended by amending Division 2, “Auxiliary and Restricted Residential Zone Parking,” by changing the name of Division 2 to “Driveways, Improved Parking Surfaces and Further Parking Restrictions,” and by deleting Section 71-167, “Definitions,” in its entirety and replacing said Section with a new Section 71-167 also entitled “Definitions” to read as follows:

**“DIVISION 2. – DRIVEWAYS, IMPROVED PARKING  
SURFACES AND FURTHER PARKING RESTRICTIONS**

**Sec. 71-167. Definitions.**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Corner lot* means a lot abutting upon two or more streets at their intersection, or upon two parts of the same street forming an interior angle of less than 135 degrees such that public street right(s)-of-way are directly adjacent to at least two contiguous sides of the lot or parcel of land.

*Driveway* means the improved parking surface that provides egress and ingress from a garage, carport, parking pad or parking lot to an adjacent street or alley.

*Driveway, double-* means a driveway having an improved parking surface not more than 24 feet in width at the property line and which may flare out to tie into a two-car or three-car parking pad, carport or garage.

*Driveway, single-* means a driveway having an improved parking surface not more than 12 feet in width at the property line and which may flare out to tie into a one-car, two-car or three-car parking pad, carport or garage.

*Front yard* means an open unoccupied space on a lot facing a street extending across the lot front between the side lot lines and from the front building line of any structure on the property to the front lot or street line, with the minimum horizontal distance between the street line and the front building line as specified for the zoning district in which

the property is located. (See appendix illustrations 3 and 5 on file in the city secretary's office.).

*Improved parking surface* means a continuous paved surface area, which is connected to the right-of-way by a driveway, used for the parking or storage of vehicles that is overlaid or otherwise paved with concrete, asphalt, paving stones or other hard surfaced durable all-weather material approved by the building official.

*Loop driveway* means a half-circle single-driveway with an improved parking surface of not more than 12 feet in width at the property line flaring out to 20 feet in width at and about the apex of the half-circle that provides egress and ingress from and to the same adjacent street. A loop driveway on a corner lot may, in certain circumstances set forth herein-below, provide egress and ingress from and to each adjacent street.

*Loop driveway with extension* means a loop driveway with an extension from the loop driveway and which extension from the loop driveway is an improved parking surface that is no wider than allowed for a single-driveway, as set forth herein, with a flared approach to provide egress and ingress from a one-car, two-car or three-car garage, carport or parking pad.

*Lot* means a lot, plot or tract of land occupied, or to be occupied, by a building and its accessory buildings, and including such open spaces as are required under the City's Code of Ordinances and having its principal frontage upon a public street or officially approved place.

*Parking pad* means an improved parking surface used for the off-street parking or storage of up to three vehicles, and which parking pad has no covering and is connected to the right-of-way by a driveway. A "pad" that is not physically connected to a driveway extending from the right-of-way is not an allowable parking pad.

*Parking lot* means an improved parking surface used for the off-street parking of vehicles required to serve a property that is zoned and/or used for multi-family or non-residential purposes, and which parking lot is connected to the right-of-way by a driveway.

*Restricted parking area* means that area of a lot required to be an open unoccupied space which is situated outside of the driveway, loop driveway or loop driveway with extension and any attached parking pad, carport or garage that is specifically allowed or permitted by Section 71-168 or the approved Site Plan or Concept Plan for the property in question.

*Side walk area* means the area of the right-of-way, parkway or lot that is between five feet and ten feet wide situated between the back of the curblineline or edge of pavement, when a curb is not present, and the structure on the lot and extending from property line to property line upon and across that portion of the lot.

*Side yard* means an open unoccupied space or spaces on one side or two sides of the same lot with any structure on the property, and being situated between the building and the nearest side line of the lot extending through from the front yard to the rear yard with the minimum distance between the side building line and the closest side line of the lot as specified for the zoning district in which the property is located. Any lot line, not the rear line or a front line, shall be deemed as a side line. (See appendix illustration 3 and 4 on file in the city secretary's office.).

*Through lot or double-frontage lot* means a residential lot, other than a corner lot, abutting more than one street and having access to more than one street.

*Vehicle* means every device in, upon or by which any person or property is or may be transported, drawn or moved upon a street, highway, waterway or airway. The term "vehicle" includes, but is not necessarily limited to, any one or more of the following:

- a. Automobile;
- b. Bus;
- c. Truck;
- d. Tractor;
- e. Motor home;
- f. Farm machinery;
- g. Motorcycles;
- h. Scooters;
- i. Mopeds;
- j. All-terrain vehicles;

- k. Boats;
- l. Aircraft;
- m. Recreational vehicles;
- n. Golf carts;
- o. Go-carts;
- p. Trailers;
- q. Fifth-wheel trailers;
- r. Campers;
- s. Camper shells;
- t. Wheeled towing frames;
- u. Semi-tractor trailers;
- v. Truck beds mounted on chassis;
- w. Commercial equipment whether self-propelled or mounted on a trailer or skid;
- x. Roll-off Dumpsters;
- y. Storage Containers of any style, size or nature including, but not limited to, "ReloCubes" and "PODS"; and
- z. Mobile homes.

This definition of *Vehicle* does not include:

- a. Non-motorized bicycles;
- b. Small engine lawn mowers; and
- c. Devices of similar scale."

**SECTION 3: AMENDMENT OF CHAPTER 71, "TRAFFIC AND VEHICLES," BY DELETING SECTION 71-168, "REGULATIONS," IN ITS ENTIRETY AND REPLACING SAID SECTION WITH A NEW SECTION 71-168 ENTITLED "FRONT YARD, SIDE YARD AND LIMITS ON IMPROVED PARKING SURFACES"**

From and after the effective date of this Ordinance, Chapter 71, "Traffic and Vehicles," is hereby amended by deleting Section 71-168, "Regulations," in its entirety and replacing said section with a new Section 71-168 entitled "Front Yard, Side Yard and Limits on Improved Parking Surfaces" to read as follows:

**"Sec. 71-168. Front Yard, Side Yard and Limits on Improved Parking Surfaces.**

- (a) The open space in a required front yard and side yard in the A, SF-1, SF-2, SF-3, 2F, MF-1, MF-2, P, O, NS, GR, C, HC, I-1, I-2, or PD zoning classifications shall not be diminished by constructing or installing improved parking surfaces in, upon, about, over and across the front yard and side yard, except in compliance with the following conditions. Improved parking surfaces and other impervious surfaces

will be allowed in, upon, about, over and across the front yard and side yard for:

- (1) One sidewalk not more than four feet in width, or such width as is otherwise required by the City's ordinances to serve the lot on which it is placed, extending from the curb or edge of pavement of the right-of-way abutting the frontage of the lot to the front door or front porch of the primary residence or primary structure on the lot and a second sidewalk of similar width and purpose extending from the driveway to a door or porch of the primary residence or primary structure on the lot; and
- (2) One single-driveway per lot to serve a property that is zoned and/or used for single-family residential purposes which has a one-car parking pad, carport or garage constructed on the said lot; or
- (3) One single-driveway per unit to serve each residential unit on a lot that is zoned and/or used for duplex, triplex or quadplex residential purposes where each unit on said lot has a separate one-car parking pad, carport or garage -- or otherwise to be treated as a multi-family use; or
- (4) One double-driveway per lot or one single-driveway per lot to serve a property that is zoned and/or used for single-family residential purposes which has one two-car or three-car parking pad, carport or garage on the said lot; or
- (5) One double-driveway or one single-driveway per unit to serve a lot that is zoned and/or used for duplex, triplex or quadplex residential purposes where each unit on said lot has a separate two-car parking pad, carport or garage -- or otherwise to be treated as a multi-family use; or
- (6) One loop driveway per lot that is situated upon and across the front yard of a lot to serve a property that is zoned and/or used for single-family residential purposes; or
- (7) One loop driveway with extension per lot that is situated upon and across the front yard of a lot to

serve a property that is zoned and/or used for single-family residential purposes; or

(8) Driveways on corner lots to accommodate up to:

(a) one single-driveway or one double-driveway or one loop driveway or one loop driveway with extension providing ingress and egress to the public street on which the lot is addressed plus one single-driveway providing ingress and egress to the public street on the adjacent side of the lot, provided that all of such drives shall conform to the regulations set forth herein-above; or

(b) one loop driveway providing ingress and egress between the corner lot and the adjacent public streets on both sides of the lot provided that such loop driveway shall conform to the regulations set forth herein-above and does not loop around any structures on the lot plus one additional single-driveway providing ingress and egress to the public street on which the lot is not addressed; or

(9) Through lots to accommodate either one-single driveway or one double-driveway or one loop driveway (with or without extension) providing ingress and egress to the public street on which the lot is addressed and one single-driveway providing ingress and egress to the public street on the other side of the lot fronting onto a public street, all of which drives shall conform to the regulations set forth herein-above and which driveways shall not be allowed to intersect or otherwise connect to a connecting parking pad, carport or garage; or

(10) A driveway comprised of a combination of single-driveways and double-driveways, adjacent and abutting or separated by islands, up to a combined maximum width of 45 feet at its widest point measured from outside edge to outside edge of such driveway(s) near, or at, the property line to providing ingress and egress to a parking lot to serve a property that is zoned and/or used for multi-family or non-

residential purposes, it being understood that multi-family or non-residential uses may require more than one driveway per lot as set forth in the City's ordinances in which event such City ordinances shall control; or

(11) A parking lot to provide the minimum required number of parking spaces necessary to serve a property that is zoned and/or used for multi-family or non-residential purposes.

(b) The City Manager shall have the ability to waive one or more of the foregoing provisions to allow the construction or installation of additional or alternative improved parking surfaces based on the conditions and circumstances presented on a case by case basis.

(c) The total area of improved parking surfaces and other impervious surfaces on a lot specifically including the driveway, regardless of combination and configuration, parking pad, parking lot and any other impervious surfaces shall not exceed 75 percent of the area of the required front yard and side yard for any single-family residential use. The amount of impervious surface attributable to a sidewalk that is situated in the sidewalk area and is intended to provide the public access across the lot will not be included in the calculation of the 75% maximum coverage of the required front yard and side yard."

**SECTION 4: AMENDMENT OF CHAPTER 71, "TRAFFIC AND VEHICLES," BY DELETING SECTION 71-169, "MAINTENANCE," IN ITS ENTIRETY AND REPLACING SAID SECTION WITH A NEW SECTION 71-169 ENTITLED "STOPPING, STANDING, STORING, OR PARKING IN RESTRICTED PARKING AREA"**

From and after the effective date of this Ordinance, Chapter 71, "Traffic and Vehicles," is hereby amended by deleting Section 71-169, "Maintenance," in its entirety and replacing said section with a new Section 71-169 entitled "Stopping, standing, storing, or parking in Restricted Parking Area" to read as follows:

**"Sec. 71-169. Stopping, standing, storing, or parking in Restricted Parking Area.**

(a) No person shall stop, stand, store, or park any vehicle within the restricted parking area of any improved or unimproved residential single-family or duplex lot or tract.



(b) It shall be a defense to prosecution hereunder if said vehicle is concealed from view from all public street rights-of-way by:

(1) A solid, opaque screening fence or wall at least six feet in height;

(2) Permanently planted vegetation consisting of a solid hedgerow of evergreen shrubs, or trees and shrubs, providing full screening from the ground to a minimum height of six feet; or

(3) Any combination of subsections (b)(1) and (b)(2) of this section that effectively conceals the vehicle from view and accomplishes the required screening height."

**SECTION 5: AMENDMENT OF CHAPTER 71, "TRAFFIC AND VEHICLES," BY ADDING NEW SECTIONS 71-170 THROUGH 71-181 REGARDING THE PARKING OF VEHICLES WITHIN AND ABOUT THE CITY**

From and after the effective date of this Ordinance, Chapter 71, "Traffic and Vehicles," is hereby amended by adding new Sections 71-170 through 71-181 regarding the parking of vehicles within and about the City to read as follows:

**"Sec. 71-170. Stopping, standing or parking on sidewalk.**

No person shall stop, stand, park, or drive a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, on a sidewalk or any part of the sidewalk area, irrespective of whether such area has been improved by concrete, gravel or other walkways.

**Sec. 71-171. Parking prohibited generally.**

No person shall park, stop or stand a vehicle in violation of any official sign, curb marking or street marking erected as provided for in this article.

**Sec. 71-172. Unattended vehicles in public places.**

(a) No person shall allow a vehicle to remain unattended in any place maintained by any governmental entity for a period of time in excess of 48 hours. After such a period of

time, if the owner thereof cannot be located by reasonable effort, such vehicle may be impounded. The occasional movement of a vehicle within the same public area for the purpose or effect of evading the restriction imposed by this section shall not stop the running of the 48-hour period prescribed herein.

(b) No person shall park a vehicle in any place maintained by any governmental entity unless such vehicle is currently in operable condition and in a state of good repair.

(c) For the purpose of this section:

(1) *Currently in operable condition* means presently capable of being lawfully operated on the streets and highways of the state, being currently registered with proper license plates displayed, having a current safety inspection and being in running condition without the necessity of first being repaired such as, but not limited to, the inflating of tires or charging of the battery.

(2) *Place maintained by any governmental entity* means, but is not limited to, a street, alley, highway, park or public parking area including the grounds of a public school.

(3) *State of good repair* means the absence of such items as broken glass, substantial body damage (including, but not limited to, crushed or missing fenders, body panels, doors, hoods, or truck deck) or missing parts otherwise necessary for operable condition.

(d) The affixing of a legible notice to the vehicle regarding the prohibition of this section shall be deemed to be a reasonable effort to locate the owner.

(e) This section shall not apply to storage or repair facilities owned, operated or maintained by a governmental entity. Nothing contained in this section shall be construed to restrict or prevent the immediate removal of a vehicle in such cases otherwise allowed by law.

**Sec. 71-173. Parking for sale, washing and repairing vehicles prohibited.**

No person shall stand or park a vehicle upon any public street, shopping center parking lot, park, playground or athletic field for the principal purpose of displaying it for sale. No person shall wash, grease or repair any vehicle upon any public street, playground, or athletic field, except for such repairs necessitated by an emergency.

**Sec. 71-174. Ten feet of roadway to be left available for traffic.**

No person shall stop, stand or park any vehicle upon a street in such a manner or under such conditions as to leave available less than ten feet of the width of either lane of a roadway for free movement of the vehicular traffic, except that a driver may stop temporarily during the actual loading or unloading of passengers or when necessary in obedience to traffic regulations or traffic signs or signals of a police officer.

**Sec. 71-175. Stopping, standing, parking or driving upon or across curbs.**

No person shall stop, stand, park or drive a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, upon, over or across a curb or any part of the curb area, which area is hereby defined as the concrete edging built along a street to form part of a gutter. Gutter means a low area at the edge of a street designed with the intent to carry off surface water. A gutter shall only be crossed at a location having a properly constructed driveway approach permitted by the City and installed for such purpose in accordance with all applicable City regulations.

**Sec. 71-176. Prohibition against overnight parking; exceptions.**

(a) No person shall stop, stand or park any vehicle with a rated capacity of one and one-half tons or more, or with more than six wheels, any truck, truck-tractor, trailer, semitrailer, pole trailer or any combination thereof on any street during the hours from sundown to sunup.

(b) Temporarily disabled vehicles which are protected by flares or other approved signal devices may be parked on the street during the hours from sundown to sunup.

(c) The City Manager shall have the ability to grant a temporary waiver of the foregoing requirements based on the conditions and circumstances presented on a case by case basis.

**Sec. 71-177. Presumption regarding illegally parked vehicles.**

In any prosecution charging a violation of any law or regulation governing the standing or parking of a vehicle, proof that the particular vehicle described in the complaint was parked in violation of any such law or regulation, together with proof that the defendant named in the complaint was, at the time of such parking, the registered owner of such vehicle, shall constitute in evidence a prima facie presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the point where and for the time during which such violation occurred.

**Sec. 71-178. Loading or unloading tractor/trailers.**

No person shall cause, suffer or permit a road tractor, trailer or semitrailer to be unloaded or loaded on a roadway, except for delivery of goods, wares and merchandise permitted by ordinance.

**Sec. 71-179. Parallel and angle parking.**

(a) At any place where official signs do not prohibit stopping or parking, except as otherwise provided by the city council and so indicated by signs or markings, every vehicle stopped or parked shall be so stopped or parked upon a roadway where there are adjacent curbs so that the right-hand wheels of such vehicle are parallel and within 18 inches of the right-hand curb or edge of roadway, except where head-in parking is allowed.

(b) The department of public works, with the approval of the city council, shall determine upon which streets angle parking shall be permitted and shall mark or sign such streets, but such angle parking shall not be indicated upon

any federal aid or state highway within this city unless the state engineer director for highways and public transportation has determined that the roadway is of sufficient width to permit angle parking without interfering with the free movement of traffic. Angle parking shall not be indicated or permitted at any place where passing traffic would thereby be caused or required to drive upon the left side of the street.

(c) Upon those streets which have been signed or marked for angle parking, no person shall park or stand a vehicle other than at the angle to the curb or edge of the roadway indicated by such signs or markings.

(d) Whenever parking spaces are marked by lines on the pavement, whether for parallel or angle parking, a vehicle must be parked entirely within the lines of the parking space.

**Sec. 71-180. Prohibitions against stopping, standing or parking of vehicles in specific areas.**

No person shall stop, stand, or park a vehicle except when necessary to avoid conflict with other traffic or in compliance with law or directions of a police officer or traffic control device in any of the following spaces:

- (a) In front of a public or private driveway;
- (b) Within an intersection;
- (c) On a crosswalk or within 15 feet of a crosswalk or intersection, unless the traffic authorities indicate a different length by signs or markings;
- (d) Within 15 feet of a fire hydrant, unless otherwise marked;
- (e) Within 30 feet of a stop sign or marking of a roadway where vehicles would normally stop;
- (f) Between a safety zone and the adjacent Curb or within 30 feet of points on the Curb immediately opposite the ends of a safety zone, unless the zone has been indicated a different length by signs or markings;

- (g) Within 20 feet of the driveway entrance to any fire station;
- (h) Alongside or opposite any excavation or street obstruction when stopping, standing, or parking would obstruct traffic;
- (i) On the roadway side of any vehicle stopped or parked at the edge or Curb of a Street; and
- (j) Where signs are erected or curbs are painted indicating that such is not allowed.

**Sec. 71-181. Maintenance.**

All improved parking surfaces shall be maintained in a good and safe condition and be free of holes, cracks or other failures that may affect the use, safety, appearance or drainage of the surface or of the adjoining property, at no cost to the City.

**Sec. 71-182. Delayed enforcement of certain provisions.**

Driveways and parking pads and parking lots that are attached by a driveway to the right(s)-of-way adjacent to the lot on which they are situated and which are in existence at the time of adoption of this ordinance, will not be required to be upgraded or modified from gravel or decomposed granite to an acceptable improved parking surface, as defined herein-above, until such time as any part or portion of the driveway, parking pad or parking lot is in need of and requires replacement or repair of any kind or nature. Any driveway, parking pad, or parking lot that is currently constructed of material other than gravel, decomposed granite or an acceptable improved parking surface, as set forth herein-above, shall be required to be upgraded to comply with the provisions of this Ordinance on its effective date.

Areas of trampled weeds and grass or dirt are not and do not qualify for treatment as a driveway, parking pad or parking lot. Similarly, a gravel pathway that extends from an area of the adjacent right-of-way that does not have a curb cut to accommodate a driveway is not and does not qualify for treatment as a driveway, parking pad or parking lot."

## **SECTION 6: 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 7: 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 8: PENALTIES FOR VIOLATION**

Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City of Farmersville from filing suit to enjoin the violation. The City of Farmersville retains all legal rights and remedies available to it pursuant to local, state and federal law.

## **SECTION 9: 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 10: 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 11: 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 12: 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 13: 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 27<sup>th</sup> day of January, 2015, and second reading on the 10<sup>th</sup> day of February, 2015 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 10<sup>th</sup> DAY OF FEBRUARY, 2015.**

**BY: \_\_\_\_\_**  
**Joseph E. Helmberger, P.E., Mayor**

**ATTEST:**

**BY: \_\_\_\_\_**  
**Edie Sims, City Secretary**





**TO:** Mayor and Councilmembers

**FROM:** Ben White, City Manager

**DATE:** January 27, 2015

**SUBJECT:** Second Reading – Consider, discuss and act upon an ordinance regarding registration for contractors within the City of Farmersville

- An ordinance is attached for review.

**ACTION:** Approve or disapprove Ordinance.

**CITY OF FARMERSVILLE  
ORDINANCE # O-2015-0127-002**

**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 17, "BUSINESSES," BY ADOPTING A NEW ARTICLE IV ENTITLED "CONTRACTORS" ESTABLISHING REQUIREMENTS FOR THE REGISTRATION OF GENERAL, PLUMBING, MECHANICAL, ELECTRICAL, AND IRRIGATION CONTRACTORS INCLUDING BACKFLOW TESTERS IN THE CITY OF FARMERSVILLE, TEXAS; PROVIDING FOR THE SUSPENSION AND/OR REVOCATION OF A CONTRACTOR'S REGISTRATION; 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 desires to require the registration of general, plumbing, mechanical, electrical, and irrigation contractors including backflow testers within the City of Farmersville; and

**WHEREAS**, the City Council of the City of Farmersville, Texas, finds and determines that requiring general, plumbing, mechanical, electrical, and irrigation contractors including backflow testers to register with the City to be eligible to receive a permit and perform work within the City is in the best interest and public health, safety, and welfare of the citizens of the City of Farmersville, Texas.

**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 17, "BUSINESSES," BY ADOPTING A NEW ARTICLE IV ENTITLED "CONTRACTORS"**

From and after the effective date of this Ordinance, Chapter 17, "Businesses," is hereby amended by adopting a new Article IV entitled "Contractors" to read as follows:

## **"ARTICLE IV. – CONTRACTORS**

### **Sec. 17-100. - Registration required**

- A. It shall be unlawful for any person, firm, corporation or business entity in the business of contracting services which require, by State statute or local law, a license to perform such services, to erect, construct, enlarge, alter, repair, move, improve, remove, convert, or demolish any structure, plumbing, electrical, mechanical, irrigation, or private sewage disposal system in Farmersville, unless such person, firm, corporation or business entity is the holder of a valid registration with the City of Farmersville. Such person, firm, corporation or business entity shall be herein designated and referred to as Contractor, Applicant or Registrant.
- B. Registration shall also be required for any person, firm, corporation or business entity providing removal and disposal of construction debris services, including roofing contractors, in the City of Farmersville, Texas.
- C. In extending the rights and privileges of such registration, the City of Farmersville makes no statement of the technical competency of those persons, firms, corporations or business entities so registered, and no manner of license is proffered.
- D. General, plumbing, mechanical, electrical, and irrigation contractors including backflow testers (referred to collectively as "Contractor") shall not be eligible to receive a permit within the City or approve test reports for backflow prevention devices unless they are currently registered with the City; provided, however, property owners performing work on their primary place of residence shall be exempt from the registration requirements.

### **Sec. 17-101. - Application for registration**

- A. An application for registration containing the following required information shall be provided to the City prior to receiving a registration permit:
  - 1. A completed Contractor registration application supplied by the City including the complete name, mailing address, physical address (if different from the mailing address), business telephone number and cellular number of the Contractor making application. If the applicant is a firm, corporation or business entity, there must be provided the name and private mailing address of a principal of the firm, corporation or business entity who is authorized to bind the

firm, corporation or business entity in legal agreements. Each applicant must also provide the names of all employees authorized to obtain a permit under the Contractor's name.

2. A copy of the Applicant's valid license, issued by the appropriate State board or agency with the authority to issue licenses for that particular trade, i.e., master plumber's license, irrigator's license, backflow tester certification, mechanical license, and/or master electrician's license.
3. Proof of liability insurance in the amount of \$500,000 or a bond in the amount of \$500,000.
4. Make, model and registration number on all vehicles used for the jobs located within the City of Farmersville.
5. Valid Driver's License of the owner or an officer of the Applicant and (a) master plumber, (b) irrigator, (c) backflow tester, (d) licensed mechanical contractor, and/or (e) master electrician through whose license the applicant works issued by his home state or if the person does not possess such a valid driver's license then such other identity card or document issued by the federal or state government containing the picture and signature of said person.
6. Any other information deemed necessary by the City of Farmersville.

#### **Sec. 17-102. - Transfer of registration prohibited**

No registrant under this Ordinance shall for any purpose allow its registration, by name or any other identification, to be transferred to, assigned to, or in any manner directly or indirectly used by, any person, firm, corporation or business entity other than the one to whom the registration was issued.

#### **Sec. 17-103. - Requirement to update information**

If a change occurs in the information previously provided by Registrant to City under the provisions of this Ordinance, then Registrant shall provide written notice of the updated information to the City of Farmersville within thirty (30) days of the change.

#### **Sec. 17-104. - Registration fee and renewal**

The City of Farmersville does not charge a registration fee; however, each registration shall be valid for a period of one year from the date of issuance and shall expire annually on the anniversary date of the initial registration or subsequent renewal. The registration shall be routinely reactivated by the Contractor's reapplication. No permits will be issued to a Contractor who is not registered or whose registration has expired.

**Sec. 17-105. - Suspension or revocation of registration**

A Registrant's privileges under this Ordinance may be suspended or revoked for any of the following reasons:

- (a) Providing false or misleading information;
- (b) Failure to provide updated information within thirty (30) days of any change;
- (c) Failure to request and obtain a final inspection prior to the expiration of a permit;
- (d) Allowing the use or occupancy of the structure for which a permit was obtained without first obtaining the required authorization from the City;
- (e) The Contractor has been found by the building official to have been grossly negligent in the performance of his work;
- (f) Failure to maintain licensure from the appropriate agency having licensing authority;
- (g) Suspension of licensure;
- (h) Transferring or allowing another person, firm, or corporation to use the registration;
- (i) Failure to maintain certificate of liability insurance;
- (j) Conviction of two violations of this Ordinance or any other ordinance of the City of Farmersville within a twelve (12) month period; or,
- (k) For any conviction involving a crime of moral turpitude.

**Sec. 17-106. - Appeal of suspension or revocation**

A Contractor whose registration has been suspended or revoked may appeal the action to the Board of Adjustment. In the case of an appeal to the Board of Adjustment, the action of the City Manager or his designee shall stand until the final determination of the appeal is made by the Board of Adjustment. The appeal must be filed within ten business days of the suspension or revocation of the Contractor's registration. After hearing the case, the Board of Adjustment may take the following action:

- (a) Affirm the suspension;
- (b) Overrule the suspension or revocation and reinstate the registration of the Contractor;
- (c) Affirm the suspension or revocation, but waive any or all of the reinstatement requirements set forth in this Ordinance; or
- (d) Affirm the suspension or revocation and require conditions for reinstatement in addition to any other requirements set forth in this Ordinance including, but not limited to, prohibiting reinstatement for up to six months.

#### **Sec. 17-107. - Reinstatement of registration**

A Contractor whose registration has been suspended or revoked may reapply for registration if:

- (a) All circumstances leading to the suspension or revocation have been corrected;
- (b) The contractor reapplies for registration;
- (c) In the case of a suspension, a period of at least three months has passed;
- (d) In the case of a revocation, a period of at least twelve months has passed; and
- (e) Any additional conditions set by the Board of Adjustment pursuant to section 18-33(4) have been met."

### **SECTION 3: 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 4: 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 5: PENALTY FOR VIOLATION**

Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined any sum not exceeding Two Thousand Dollars (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the City of Farmersville from filing suit to enjoin the violation. The City of Farmersville retains all legal rights and remedies available to it pursuant to local, state and federal law.

#### **SECTION 6: 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 7: 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 8: 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 9: 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 10: 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 13<sup>th</sup> day of January, 2015, and second reading on the 27<sup>th</sup> day of January, 2015 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 27<sup>th</sup> DAY OF JANUARY, 2015.**

**BY: \_\_\_\_\_**  
**Joseph E. Helmberger, P.E., Mayor**

**ATTEST:**

**BY: \_\_\_\_\_**  
**Edie Sims, City Secretary**





**TO:** Mayor and Councilmembers

**FROM:** City Manager Ben White

**DATE:** January 27, 2015

**SUBJECT:** Consider, discuss and act upon City Financial Reports

- Financial reports are attached for review.

**ACTION:** Approve or disapprove the reports as presented.

City Of Farmersville  
Investment and Budget Report

December 2014

Prepared by: Daphne Hamlin

# MEMO

To: Benjamin White, City Manager  
From: Daphne Hamlin, City Accountant  
Date: January 16<sup>th</sup>, 2015  
Subject: December 2014 Budget Report

The monthly budget report will focus on the analysis of budgetary variances of the revenues and expenditures of each of the major operating funds and project the impact on available fund balance. As a benchmark for comparison, we'll bear in mind that as of the end of December, 3/12 months or 25.00% of the fiscal year has passed. For revenues and expenditures occurring evenly throughout the year, we expect to have used or collected close the 25.00% level, and to have 75.00% remaining budget for the remaining of the year.

Presented in this new format are: 1) an executive summary describing current budget issues, 2) budgetary comparison schedules of each major operating fund of the city, and 3) a fiscal year to date activity summary for cash and investments.

## **Executive Summary**

The major operating funds that are part of the annual operating budget of the city are the general, water & wastewater, refuse, and electric funds.

### General Fund

Total revenues in the general fund are 29.73% collected.

Ad Valorem Tax received is 43.54%, property taxes are due by January. City is expecting a high volume of property tax collections in the month of January.

Licenses/Permits revenues are up drastically. The City has received 56.83% of this year's projected budget which is indicating growth.

Municipal Court Revenues are down current collected is 18.14%. Historically fine collections are low during this time of year. City staff is expecting to recover revenues during the 1<sup>st</sup> and 2<sup>nd</sup> qtr of 2015.

Total expenditures in the general fund are 23.40% which is relatively close to the projected 25.00% level.

Please keep in mind we are currently transferring funds from the Electrical Fund to support needed items/personnel in the General Fund. City staff has decided to place some of these items on hold until

we receive additional data on the newly acquired Electrical System.

#### Refuse Fund

Total revenues are 18.74% and total expenses are 17.30%.

#### Water & Wastewater Fund

Total revenues for the Water Fund are 24.58% Total revenues for the Wastewater Fund are 25.49%

Water expenses in Administration are 35.65 %. Expenses are up due to Computer/Software Maintenance. Water Department overall expenditures are 23.82%

Wastewater expenses are 19.38%.

#### Electric Fund

Total revenues are 18.98%; the expenses are at 23.56% and include budgeted transfers to general fund (\$1,017,740 annual, or \$83,562 per month transfer).

#### Cash Summary

The cash summary is attached.

# SUMMARY OF CASH BALANCES DECEMBER 2014

ACCOUNT: FNB (0815)

	Interest Earned	Restricted	Assigned	Account Balance
<b>Clearing Accounts</b>				
General Fund			\$ 589,895.54	
Permit Fund			\$ (14,698.97)	
Refuse Fund			\$ 29,822.89	
Water Fund			\$ (497,063.23)	
Wastewater Fund			\$ 399,464.24	
Electric Fund			\$ 336,424.39	
SRO Support ISD	\$ (9,175.83)			
CC Child Safety	\$ 18,212.23			
Debt Service Revenue Payment(66.67%, \$228K)	\$ 259,160.11			
2012 Bond	\$ (468,746.50)			
Disbursement Fund	\$ (144,528.88)			
Library Donation Fund	\$ 1,662.34			
Court Tech/Sec	\$ 16,903.39			
Grants	\$ (146,390.67)			
CC Bond Farmersville Parkway	\$ 180,000.86			
CC Bond Floyd	\$ (49,667.75)			
Equipment Replacement	\$ 5,322.29			
<b>TOTAL:</b>	<b>\$ 21.57</b>	<b>\$ (337,248.41)</b>	<b>\$ 843,844.86</b>	<b>\$ 506,596.45</b>

<b>Debt Service Accounts</b>				
County Tax Deposit (FNB 0807)(Debt Service)	\$ 17.01	\$ 266,429.64		
Debt Service Reserve (Texpool 0014 ) (2 months rsv )	\$ 3.83	\$ 107,746.58		
<b>TOTAL:</b>	<b>\$ 20.84</b>	<b>\$ 374,176.22</b>		<b>\$ 374,176.22</b>

<b>Appropriated Surplus Investment Accounts</b>				
Customer meter deposits (Texpool 0008)	\$ 3.81	\$ 107,538.25		
Fire Equipment Fund (Texpool 018)	\$ 1.40	\$ 38,520.94		
2012 Anticipation Note Elec Fund (Texstar 1120)	\$ 8.50	\$ 200,127.82		
2012 G/O Bond, streets, water, wastewater (Texstar 0120 )	\$ 55.35	\$ 1,301,673.13	-	
<b>TOTAL:</b>	<b>\$ 69.06</b>	<b>\$ 1,647,860.14</b>	<b>\$ -</b>	<b>\$ 1,647,860.14</b>

<b>Unassigned Surplus Investment Accounts</b>				
Gen Fund Acct. (Texpool 0004)( Reso. 90 Day Reserve)	\$ 25.18	\$ 668,525.00	\$ 40,796.44	
Refuse Fund Acct. (Texpool 0009)	\$ 4.53	\$ 127,766.84		
Water/WW Fund (Texpool 0003)(Operating 90 day)	\$ 21.05	\$ 591,787.88		
Water/WW Fund (Texpool 00017)(Capital)	\$ 13.85	\$ 390,815.63		
Elec. Fund (Texpool 0005) (Operating)	\$ 1.77	\$ 50,000.00		
Elec. Fund (Texpool 0016)(Capital)	\$ 4.60	\$ 129,589.51		
Elec. Surcharge (Texpool 0015)	\$ 4.29	\$ 120,855.42		
Money Market Acct. (FNB 092)	\$ 22.01		\$ 172,992.10	
<b>TOTAL:</b>	<b>\$ 97.28</b>	<b>\$ 2,079,340.28</b>	<b>\$ 213,788.54</b>	<b>\$ 2,293,128.82</b>

<b>Contractor Managed Accounts Nonspendable</b>				
NTMWD Sewer Plant Maint. Fund		\$ 13,844.00		
<b>TOTAL APPROPRIATED SURPLUS</b>		<b>\$ 13,844.00</b>	<b>\$ -</b>	<b>\$ 13,844.00</b>
<b>TOTAL CASH &amp; INVESTMENT ACCOUNTS</b>		<b>\$ 3,777,972.23</b>	<b>\$ 1,057,633.40</b>	<b>\$ 4,835,605.63</b>

## SUMMARY OF CASH BALANCES DECEMBER 2014

FEDC 4A Board Investment & Checking Account					
FEDC 4A Checking Account(Independent Bank 3124)	\$	3.34	\$	63,764.93	
FEDC 4A Investment Account (Texpool 0001)	\$	21.93	\$	616,666.56	
FEDC 4A Certificate of Deposit (Independent Bank)	\$	71.92	\$	250,000.00	
<b>TOTAL:</b>	<b>\$</b>	<b>97.19</b>	<b>\$</b>	<b>930,431.49</b>	<b>\$ - \$ 930,431.49</b>

FCDC 4B Board Investment & Checking Account					
FCDC 4B Checking Account (Independent Bank 3035)	\$	6.40	\$	154,247.95	
FCDC 4B Investment Account (Texpool 0001)	\$	2.98	\$	84,844.18	
<b>TOTAL:</b>	<b>\$</b>	<b>9.38</b>	<b>\$</b>	<b>239,092.13</b>	<b>\$ - \$ 239,092.13</b>


TIRZ Account					
County Tax Deposits (FNB 0815)	\$	12,768.06			
<b>TOTAL:</b>	<b>\$</b>	<b>12,768.06</b>	<b>\$</b>	<b>-</b>	<b>\$ 12,768.06</b>

Note: Salmon color used to indicate an item dedicated to a specific project or need

The Public Funds Investment Act (Sec.2256.008) requires the City's Investment Officer to obtain 10 hrs. of continuing education each period from a source approved by the governing body. Listed below are courses Daphne Hamlin completed to satisfy that requirement:

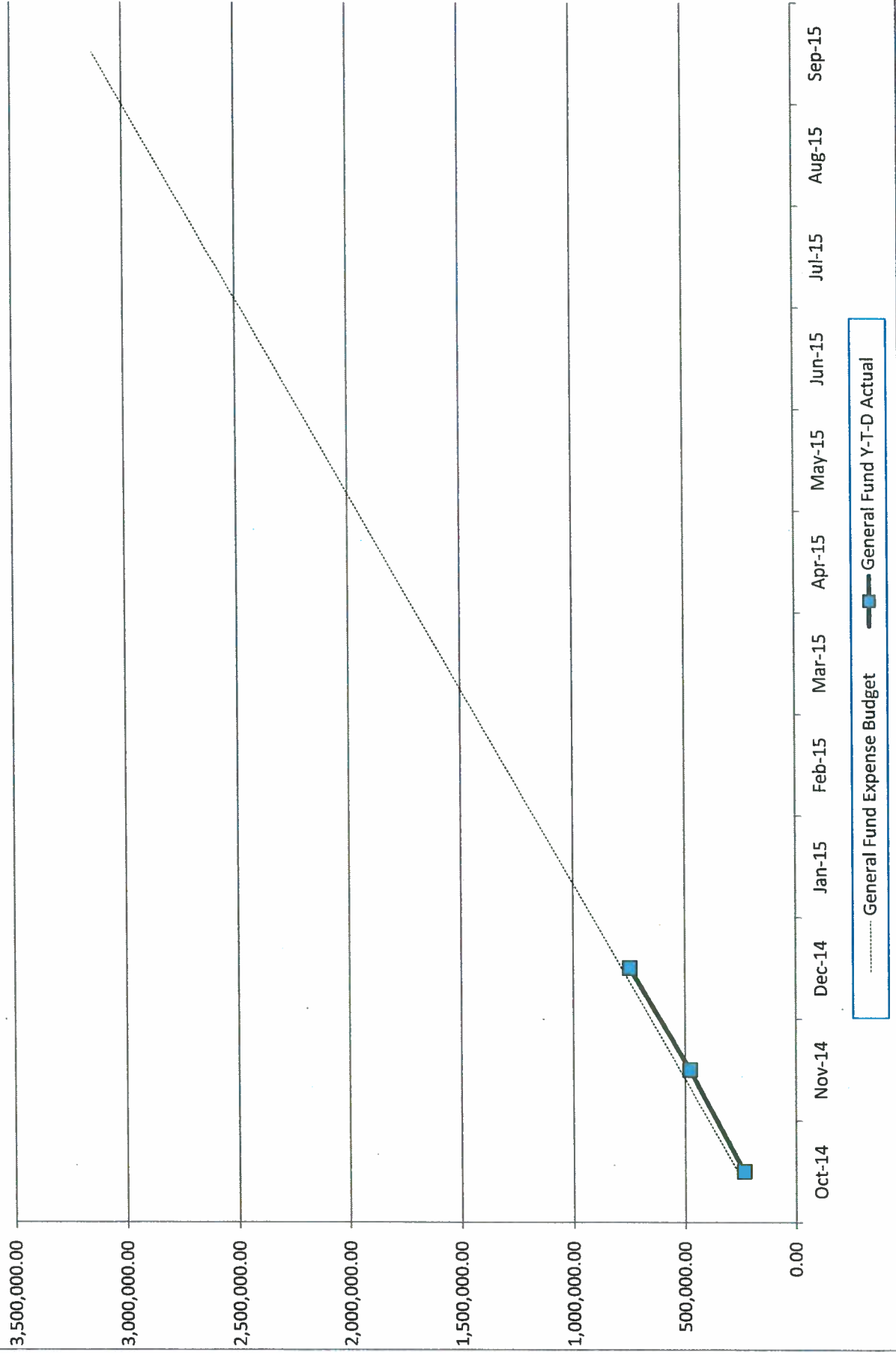
10-2014 NCTCOG - Public Funds Inv Act.

I hereby certify that the City of Farmersville's Investment Portfolio is in compliance with the City's investment strategy as expressed in the City's Investment Policy (Resolution 99-17, and with relevant provisions of the law.

  
Daphne Hamlin, City Investment Officer

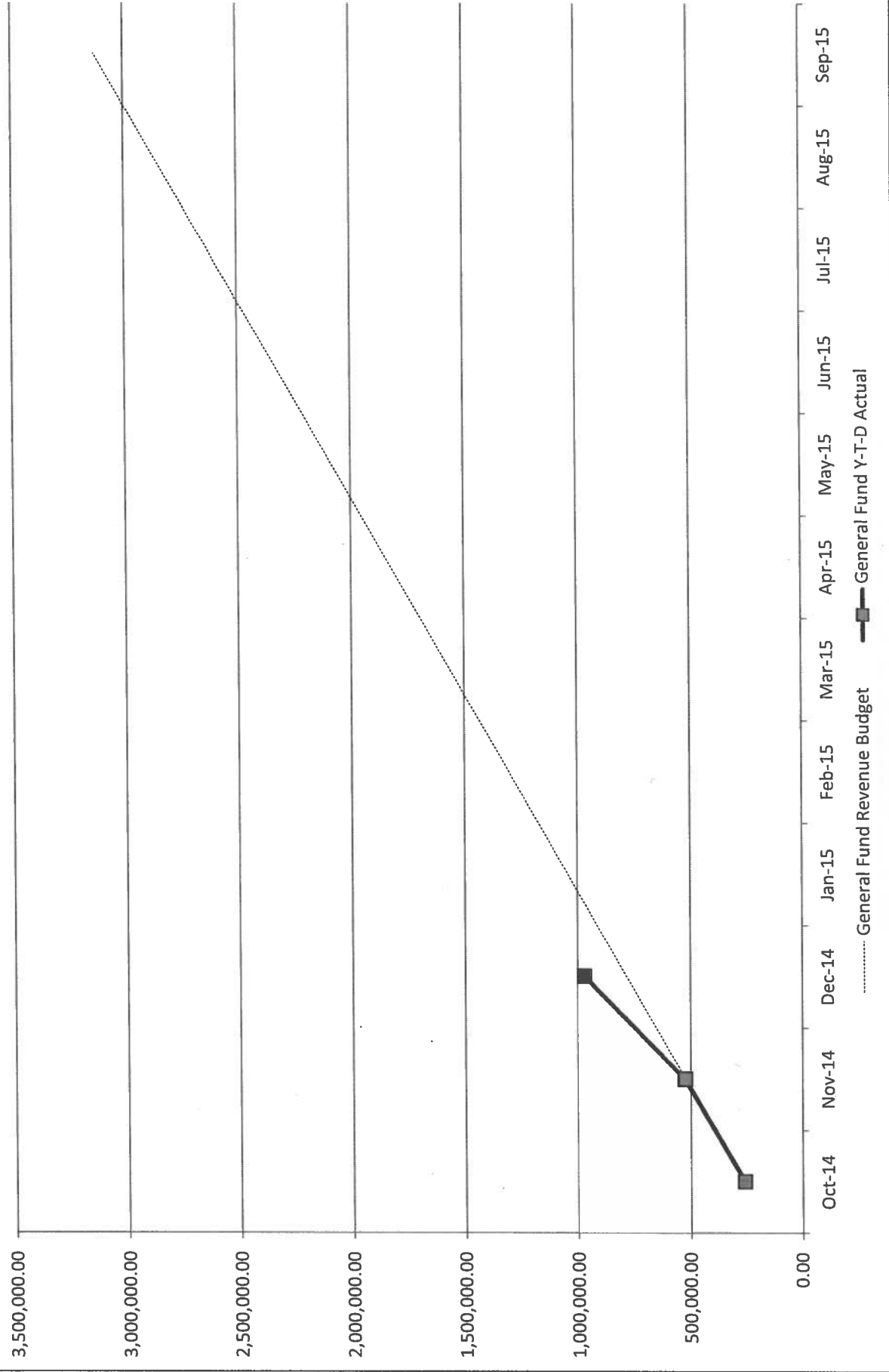
# General Fund Expense

Budget Year 10/2014 thru 9/2015



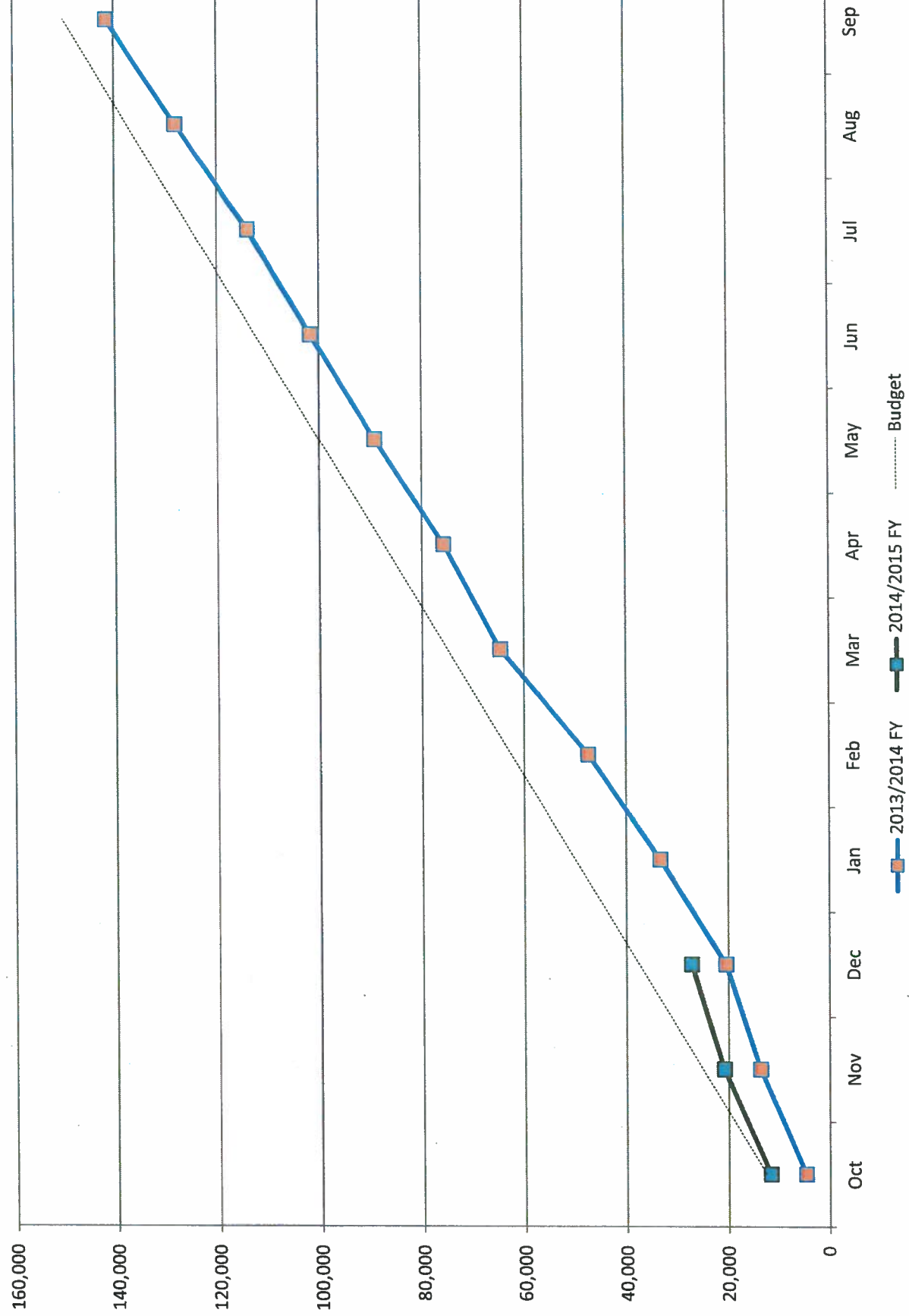
# General Fund Revenue Progress

Budget Year 10/2014 thru 9/2015

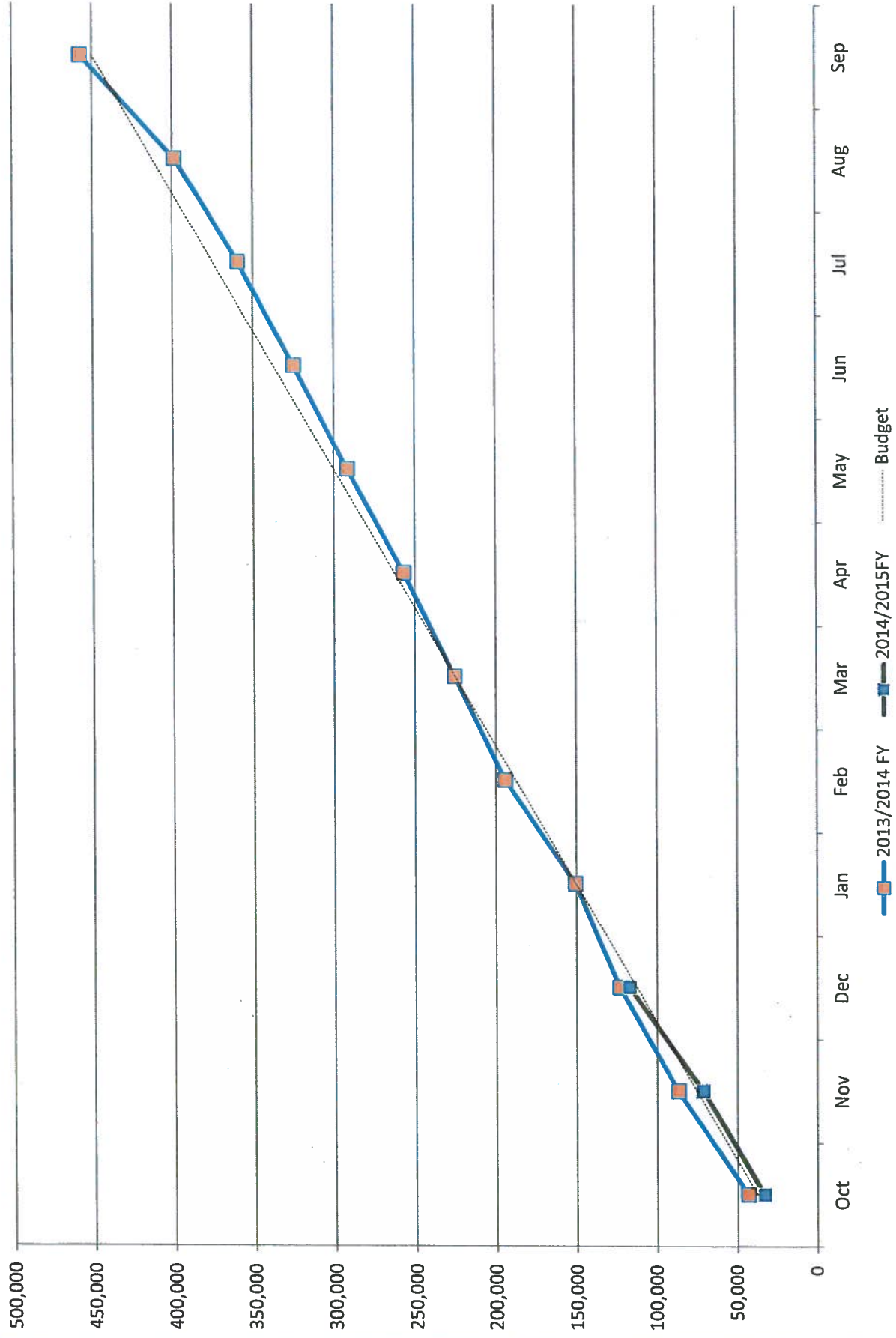




# Municipal Court Revenue Comparison Chart



# Sales Tax Chart



CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2014

100-GENERAL FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	3,265,557	445,378.67	970,954.97	0.00	2,294,602.03	29.73
TOTAL REVENUES	3,265,557	445,378.67	970,954.97	0.00	2,294,602.03	29.73
<u>EXPENDITURE SUMMARY</u>						
00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
11-MAYOR & CITY COUNCIL						
PERSONNEL SERVICES	2,040	170.00	510.00	0.00	1,530.00	25.00
CONTRACTS & PROF. SVCS	150	0.00	0.00	0.00	150.00	0.00
MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	34,000	1,746.14	10,512.01	0.00	23,487.99	30.92
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 11-MAYOR & CITY COUNCIL	36,190	1,916.14	11,022.01	0.00	25,167.99	30.46
12-ADMINISTRATION						
PERSONNEL SERVICES	211,988	21,778.01	52,628.21	0.00	159,359.79	24.83
CONTRACTS & PROF. SVCS	98,550	12,678.37	17,325.80	0.00	81,224.20	17.58
MAINTENANCE	101,240	10,874.55	20,790.53	0.00	80,449.47	20.54
UTILITIES	21,150	2,085.03	4,205.29	0.00	16,944.71	19.88
SUPPLIES	20,500	2,796.18	8,557.44	0.00	11,942.56	41.74
MISCELLANEOUS	54,045	45.18	13,050.90	0.00	40,994.10	24.15
CAPITAL EXPENDITURES	25,177	0.00	0.00	0.00	25,177.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 12-ADMINISTRATION	532,650	50,257.32	116,558.17	0.00	416,091.83	21.88
14-MUNICIPAL COURT						
PERSONNEL SERVICES	134,255	12,208.39	32,972.84	0.00	101,282.16	24.56
CONTRACTS & PROF. SVCS	25,300	1,364.60	4,914.60	0.00	20,385.40	19.43
MAINTENANCE	16,805	680.31	4,244.78	0.00	12,560.22	25.26
UTILITIES	1,200	101.65	244.92	0.00	955.08	20.41
SUPPLIES	11,000	33.80	658.80	0.00	10,341.20	5.99
MISCELLANEOUS	8,200	350.11	3,824.66	0.00	4,375.34	46.64
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 14-MUNICIPAL COURT	196,760	14,738.86	46,860.60	0.00	149,899.40	23.82
15-LIBRARY						
PERSONNEL SERVICES	94,671	8,848.20	23,123.81	0.00	71,547.19	24.43
CONTRACTS & PROF. SVCS	250	0.00	0.00	0.00	250.00	0.00
MAINTENANCE	36,260	2,522.62	6,895.27	0.00	29,364.73	19.02
UTILITIES	9,750	896.81	2,049.85	0.00	7,700.15	21.02
SUPPLIES	3,700	344.63	727.26	0.00	2,972.74	19.66
MISCELLANEOUS	5,700	0.00	2,274.50	0.00	3,425.50	39.90

CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2014

% OF YEAR COMPLETED: 25.00

100-GENERAL FUND  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
CAPITAL EXPENDITURES	15,000	1,197.58	3,006.14	525.00	11,468.86	23.54
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 15-LIBRARY	165,331	13,809.84	38,076.83	525.00	126,729.17	23.35
16-CIVIC/CENTER						
UTILITIES	16,500	1,039.38	2,349.20	0.00	14,150.80	14.24
TOTAL 16-CIVIC/CENTER	16,500	1,039.38	2,349.20	0.00	14,150.80	14.24
21-POLICE DEPT.						
PERSONNEL SERVICES	730,240	57,765.74	170,018.32	0.00	560,221.68	23.28
CONTRACTS & PROF. SVCS	43,400	348.95	7,769.72	0.00	35,630.28	17.90
MISCELLANEOUS	1,000	34.48	34.48	0.00	965.52	3.45
MAINTENANCE	77,982	4,630.41	13,980.94	0.00	64,001.06	17.93
UTILITIES	36,580	2,661.98	6,244.34	0.00	30,335.66	17.07
SUPPLIES	63,100	665.92	6,182.31	0.00	56,917.69	9.80
MISCELLANEOUS	19,500	1,115.08	14,600.70	1,068.04	3,831.26	80.35
CAPITAL EXPENDITURES	23,344	46,380.02	46,281.36	2,269.24	25,206.60	207.98
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 21-POLICE DEPT.	995,146	113,602.58	265,112.17	3,337.28	726,696.55	26.98
22-FIRE DEPT.						
PERSONNEL SERVICES	173,546	12,424.04	34,098.82	0.00	139,447.18	19.65
CONTRACTS & PROF. SVCS	46,914	9,984.51	10,294.51	0.00	36,619.49	21.94
MISCELLANEOUS	1,500	43.00	43.00	0.00	1,457.00	2.87
MAINTENANCE	44,567	2,611.50	9,377.71	83.52	35,105.77	21.23
UTILITIES	720	30.00	135.98	0.00	584.02	18.89
SUPPLIES	41,500	115.19	1,414.83	0.00	40,085.17	3.41
MISCELLANEOUS	16,500	0.00	7,759.00	0.00	8,741.00	47.02
CAPITAL EXPENDITURES	85,033	0.00	0.00	0.00	85,033.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 22-FIRE DEPT.	410,280	25,208.24	63,123.85	83.52	347,072.63	15.41
34-STREET SYSTEM						
PERSONNEL SERVICES	125,360	11,375.78	33,056.42	0.00	92,303.58	26.37
CONTRACTS & PROF. SVCS	17,300	178.06	713.66	0.00	16,586.34	4.13
MISCELLANEOUS	52,000	10,951.84	30,237.25	0.00	21,762.75	58.15
MAINTENANCE	6,500	60.00	187.22	0.00	6,312.78	2.88
UTILITIES	52,740	1,027.89	1,971.03	0.00	50,768.97	3.74
SUPPLIES	12,150	807.78	1,950.26	0.00	10,199.74	16.05
MISCELLANEOUS	500	0.00	250.37	0.00	249.63	50.07
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 34-STREET SYSTEM	266,550	24,401.35	68,366.21	0.00	198,183.79	25.65
60-PUBLIC WORKS BLDG						
PERSONNEL SERVICES	61,040	12,016.93	27,445.97	0.00	33,594.03	44.96
CONTRACTS & PROF. SVCS	16,000	1,051.49	1,476.96	0.00	14,523.04	9.23
MISCELLANEOUS	29,000	1,230.28	5,759.43	12,288.43	10,952.14	62.23
MAINTENANCE	109,018	0.00	1,002.45	586.87	107,428.68	1.46
UTILITIES	13,020	2,458.58	4,334.06	0.00	8,685.94	33.29
SUPPLIES	3,000	0.00	213.18	0.00	2,786.82	7.11

CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2014

100-GENERAL FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
MISCELLANEOUS	0	14.61	14.61	0.00 (	14.61)	0.00
CAPITAL EXPENDITURES	25,177	0.00	0.00	0.00	25,177.00	0.00
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 60-PUBLIC WORKS BLDG	256,255	16,771.89	40,246.66	12,875.30	203,133.04	20.73
39-PARKS						
PERSONNEL SERVICES	40,035	1,273.43	11,611.94	0.00	28,423.06	29.00
CONTRACTS & PROF. SVCS	82,750 (	3,185.70)	6,202.30	0.00	76,547.70	7.50
MISCELLANEOUS	22,750	349.85	1,500.82	0.00	21,249.18	6.60
MAINTENANCE	16,500	1,100.75	3,468.50	0.00	13,031.50	21.02
UTILITIES	75,800	7,798.73	12,410.81	0.00	63,389.19	16.37
SUPPLIES	15,000	783.66	783.66	0.00	14,216.34	5.22
MISCELLANEOUS	250	28.36	55.10	0.00	194.90	22.04
CAPITAL EXPENDITURES	30,000	0.00	0.00	0.00	30,000.00	0.00
TOTAL 39-PARKS	283,085	8,149.08	36,033.13	0.00	247,051.87	12.73
71-DEBT SERVICE						
DEBT SERVICE	106,810	0.00	59,494.71	0.00	47,315.29	55.70
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 71-DEBT SERVICE	106,810	0.00	59,494.71	0.00	47,315.29	55.70
TOTAL EXPENDITURES	3,265,557	269,894.68	747,243.54	16,821.10	2,501,492.36	23.40
REVENUE OVER/(UNDER) EXPENDITURES	0	175,483.99	223,711.43 (	16,821.10) (	206,890.33)	0.00

CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2014

## 100-GENERAL FUND

% OF YEAR COMPLETED: 25.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
100.00.5711.000 AD VALOREM TAX	726,518	259,644.12	316,314.07	0.00	410,203.93	43.54
100.00.5712.000 CC CONV FEE COURT	0	0.00	0.00	0.00	0.00	0.00
100.00.5713.000 DEL. TAX, PEN. & INT.	10,000	1,108.78	4,323.14	0.00	5,676.86	43.23
100.00.5714.000 CC CONV FEE UTILITY	0	0.00	0.00	0.00	0.00	0.00
100.00.5715.000 TIRZ	15,000	0.00	0.00	0.00	15,000.00	0.00
100.00.5721.000 SALES TAX	450,000	42,006.89	110,610.53	0.00	339,389.47	24.58
100.00.5722.000 BEVERAGE TAX	850	0.00	629.55	0.00	220.45	74.06
100.00.5730.000 FRANCHISE FEES - GARBAGE	0	0.00	0.00	0.00	0.00	0.00
100.00.5731.000 FRANCHISE FEES - GAS	22,000	0.00	29,519.47	0.00 (	7,519.47)	134.18
100.00.5732.000 SKYBEAM	48,000	4,860.00	14,580.00	0.00	33,420.00	30.38
100.00.5733.000 ELEC. FUND FRANCHISE FEE	5,500	0.00	1,041.83	0.00	4,458.17	18.94
100.00.5734.000 FRANCHISE FEES - TELE.	5,000 (	787.33)	283.60	0.00	4,716.40	5.67
100.00.5735.000 FRANCHISE FEES - CABLE	13,000	0.00	2,873.49	0.00	10,126.51	22.10
100.00.5736.000 FRANCHISE FEES - OTHER	0	0.00	0.00	0.00	0.00	0.00
100.00.5741.000 PERMITS & INSPECTIONS	25,000	1,339.70	14,206.45	0.00	10,793.55	56.83
100.00.5742.000 PLANNING & ZONING FEES	2,000	0.00	0.00	0.00	2,000.00	0.00
100.00.5743.000 FEES	100	0.00	0.00	0.00	100.00	0.00
100.00.5744.000 PENALTIES	150,000	6,359.80	27,211.03	0.00	122,788.97	18.14
100.00.5745.000 CNTY FIRE RUNS	110,997	0.00	54,764.05	0.00	56,232.95	49.34
100.00.5746.000 ONION SHED RENTAL	1,000	0.00	50.00	0.00	950.00	5.00
100.00.5747.000 COUNTY LIBRARY FUND	14,800	0.00	0.00	0.00	14,800.00	0.00
100.00.5748.000 MICRO CHIP PROGRAM	0	0.00	0.00	0.00	0.00	0.00
100.00.5749.000 MUN. CT. BLDG. SECURITY	0	0.00	0.00	0.00	0.00	0.00
100.00.5750.000 LAMKIN MEMORIAL	0	0.00	0.00	0.00	0.00	0.00
100.00.5751.000 MUN. CT. TECHNOLOGY FUND	0	0.00	0.00	0.00	0.00	0.00
100.00.5754.000 GRANT PROCEEDS	0	0.00	0.00	0.00	0.00	0.00
100.00.5758.000 T-MOBILE LEASE	15,205	1,395.64	4,186.92	0.00	11,018.08	27.54
100.00.5759.000 GAMING MACHINE LICENSE	9,105	255.00	255.00	0.00	8,850.00	2.80
100.00.5760.000 SRO SUPPORT	0	0.00	0.00	0.00	0.00	0.00
100.00.5762.000 INTEREST EARNED	250	48.15	85.60	0.00	164.40	34.24
100.00.5763.000 FEDC 4A STAFF SUPPORT	600	0.00	0.00	0.00	600.00	0.00
100.00.5764.000 FDCC IMPROVEMENTS	0	0.00	0.00	0.00	0.00	0.00
100.00.5765.000 RENT E. TX. MED CTR.	12,000	1,000.00	3,000.00	0.00	9,000.00	25.00
100.00.5766.000 FEDC IMPROVEMENT FUND	0	0.00	0.00	0.00	0.00	0.00
100.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
100.00.5768.000 S W BELL LEASE	5,400	0.00	3,732.90	0.00	1,667.10	69.13
100.00.5769.000 OTHER INCOME	25,000	1,436.76	2,781.04	0.00	22,218.96	11.12
100.00.5770.000 C.C. CHILD SAFETY	0	0.00	0.00	0.00	0.00	0.00
100.00.5771.000 ATHLETIC COMPLEX	0	0.00	0.00	0.00	0.00	0.00
100.00.5772.000 PUBLIC WORKS REVENUE	0	12,233.25	12,233.25	0.00 (	12,233.25)	0.00
100.00.5773.000 REVENUE RESCUE	3,400	0.00	1,289.32	0.00	2,110.68	37.92
100.00.5774.000 ALARM FEE	2,500	50.00	175.00	0.00	2,325.00	7.00
100.00.5775.000 TEXAS FOREST SERVICE GRA	0	0.00	0.00	0.00	0.00	0.00
100.00.5776.000 LIBRARY GRANT TIF	0	0.00	0.00	0.00	0.00	0.00
100.00.5777.000 BRICK CAMPAIGN	0	0.00	0.00	0.00	0.00	0.00
100.00.5778.000 PARK DEDICATION FEE	0	0.00	0.00	0.00	0.00	0.00
100.00.5790.000 COURT EOY CORRECTION	0	0.00	0.00	0.00	0.00	0.00

CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2014

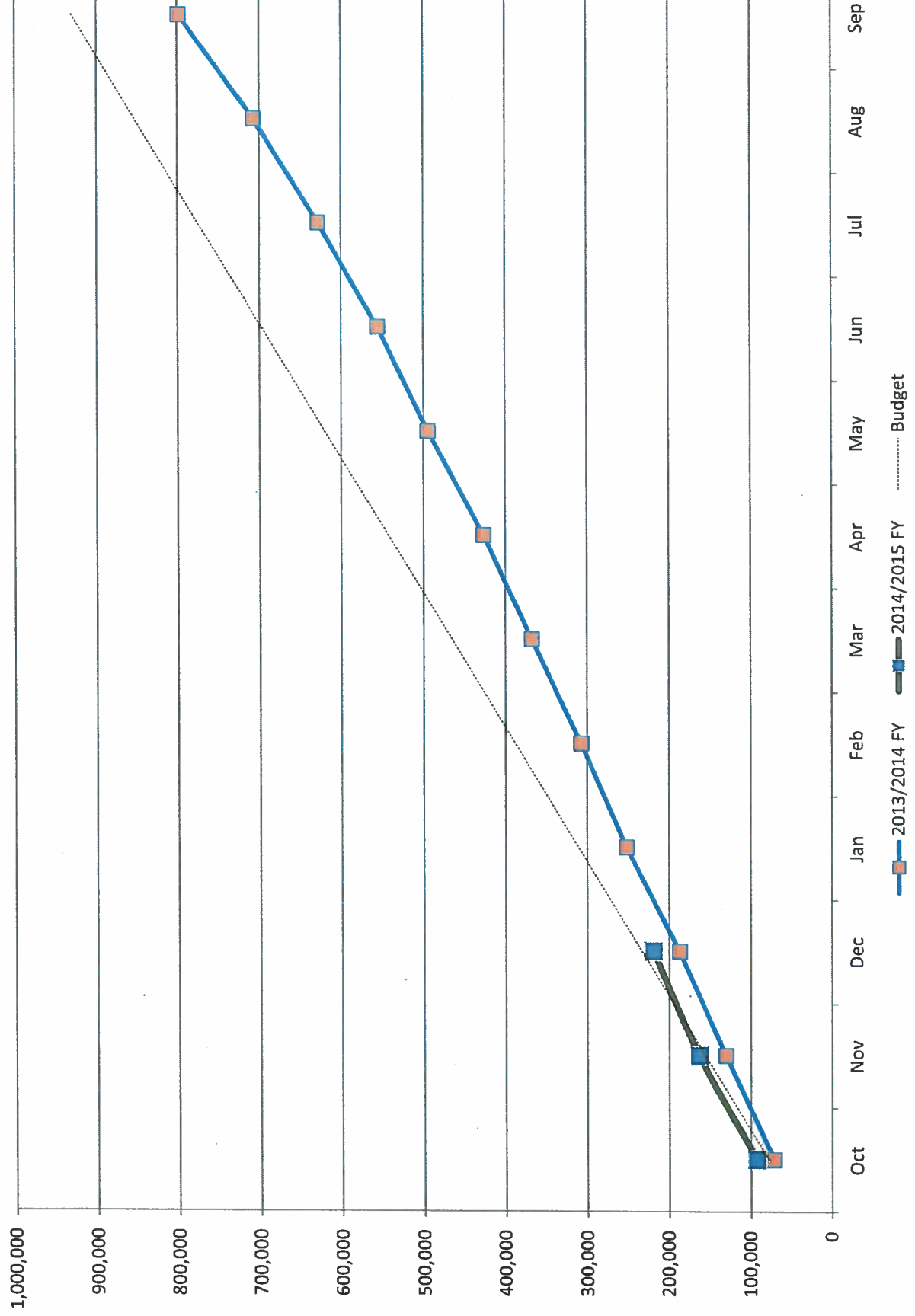
PAGE: 5

## 100-GENERAL FUND

% OF YEAR COMPLETED: 25.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
100.00.5791.000 4B SUPPORT REVENUE	0	0.00	0.00	0.00	0.00	0.00
100.00.5792.000 ADM.SUPPORT CHARGES	20,710	1,725.83	5,177.49	0.00	15,532.51	25.00
100.00.5793.000 RENT RECEIVED	3,600	300.00	900.00	0.00	2,700.00	25.00
100.00.5794.000 CIVIC RENT	5,500	375.00	650.00	0.00	4,850.00	11.82
100.00.5795.000 4B SALARY	59,809	0.00	0.00	0.00	59,809.00	0.00
100.00.5796.000 KCS RAILWAY MOWING	0	0.00	0.00	0.00	0.00	0.00
100.00.5797.000 MARKETING	23,000	0.00	24,000.00	0.00 (	1,000.00)	104.35
100.00.5798.000 STEP PROGRAM	0	0.00	0.00	0.00	0.00	0.00
100.00.5799.000 CAPITAL LEASE REFUNDING	0	0.00	0.00	0.00	0.00	0.00
100.00.5939.000 FORESTRY SVC GRANT	0	0.00	0.00	0.00	0.00	0.00
100.00.5991.000 TRANSFERS IN-OTHER FUNDS	1,344,325	112,027.08	336,081.24	0.00	1,008,243.76	25.00
100.00.5992.000 SALE OF FIXED ASSETS	0	0.00	0.00	0.00	0.00	0.00
100.00.5994.000 LEASE PURCHASE PROCEEDS	0	0.00	0.00	0.00	0.00	0.00
100.00.5995.000 TRANSFERS-RESERVE	135,388	0.00	0.00	0.00	135,388.00	0.00
100.00.5998.000 TRANS.IN- GEN.FND.SURPLU	0	0.00	0.00	0.00	0.00	0.00
100.00.5999.000 TRANS.IN-PARK IMP.SURPLU	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	3,265,557	445,378.67	970,954.97	0.00	2,294,602.03	29.73
TOTAL REVENUE	3,265,557	445,378.67	970,954.97	0.00	2,294,602.03	29.73

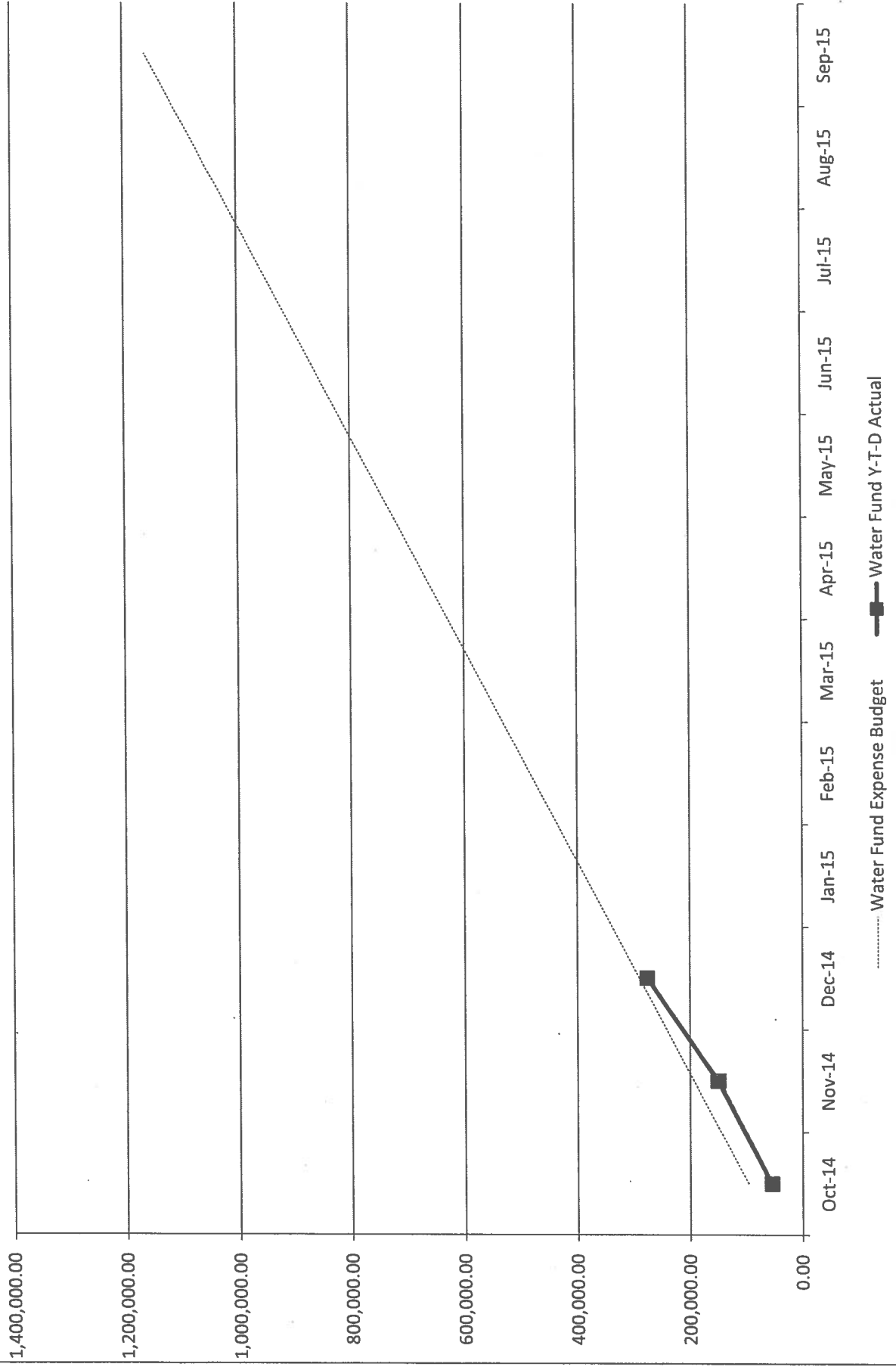
# City Water Sales



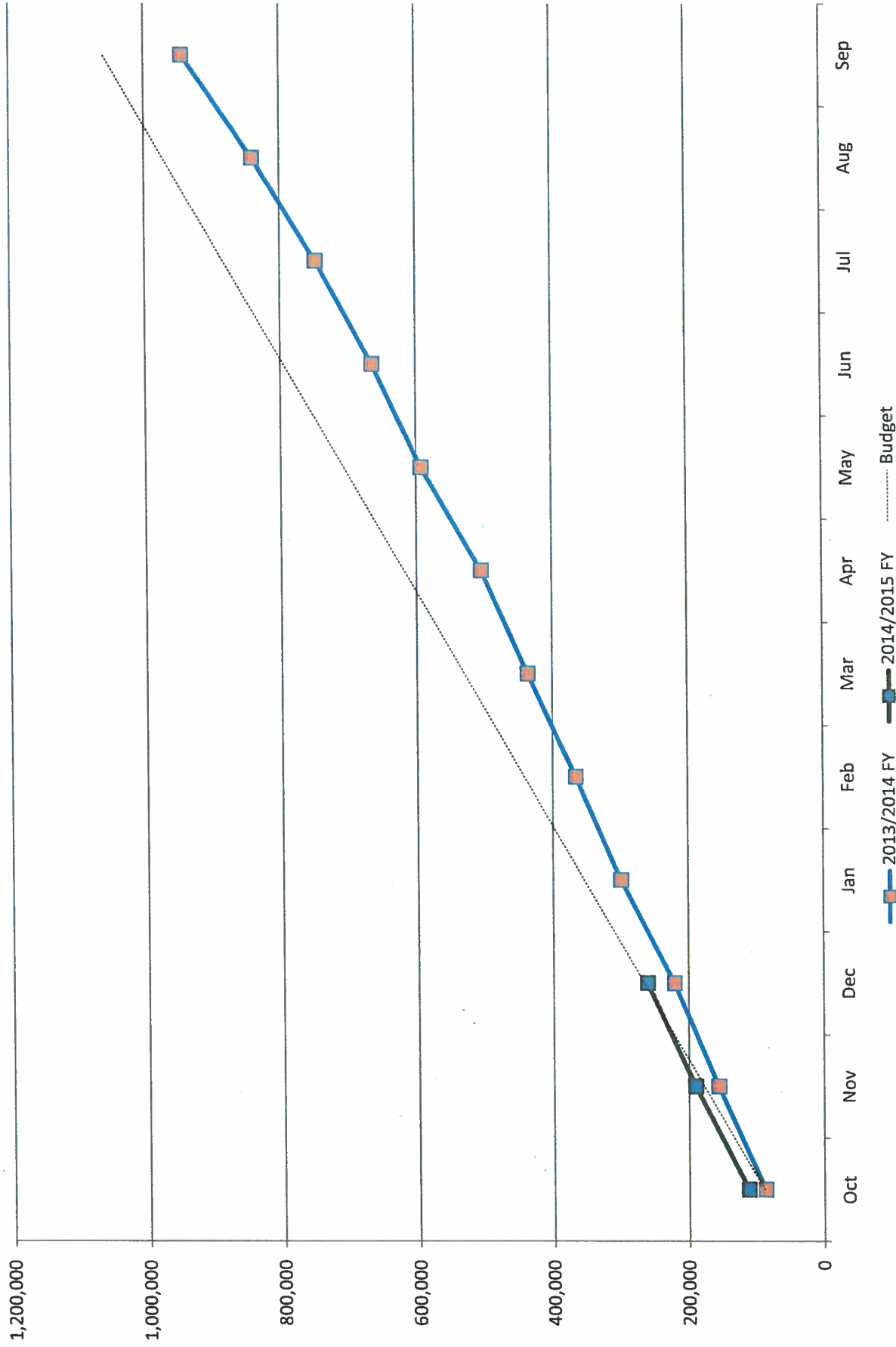


# Water Fund Expense

Budget Year 10/2014 thru 9/2015



# Water Revenue Comparison Chart



CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2014

700-WATER FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	1,060,153	70,429.47	260,540.87	0.00	799,612.13	24.58
TOTAL REVENUES	1,060,153	70,429.47	260,540.87	0.00	799,612.13	24.58
<u>EXPENDITURE SUMMARY</u>						
00-TRANSFER OUT						
TRANSFERS	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-TRANSFER OUT	0	0.00	0.00	0.00	0.00	0.00
12-ADMINISTRATION						
PERSONNEL SERVICES	71,835	4,704.40	23,752.52	0.00	48,082.48	33.07
CONTRACTS & PROF. SVCS	300	0.00	0.00	0.00	300.00	0.00
MAINTENANCE	12,344	4,623.12	11,176.07	0.00	1,167.93	90.54
UTILITIES	20,000	0.00	924.04	0.00	19,075.96	4.62
SUPPLIES	500	0.00	60.50	0.00	439.50	12.10
MISCELLANEOUS	2,400	908.12	2,369.40	0.00	30.60	98.73
TOTAL 12-ADMINISTRATION	107,379	10,235.64	38,282.53	0.00	69,096.47	35.65
52-STORM WATER SYSTEM						
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTS & PROF. SVCS	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
UTILITIES	0	0.00	0.00	0.00	0.00	0.00
SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
MISCELLANEOUS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 52-STORM WATER SYSTEM	0	0.00	0.00	0.00	0.00	0.00
35-WATER DEPT.						
PERSONNEL SERVICES	168,947	13,512.88	47,549.98	0.00	121,397.02	28.14
CONTRACTS & PROF. SVCS	55,655	35,890.60	46,142.54	0.00	9,512.46	82.91
MISCELLANEOUS	79,000	2,720.96	5,519.81	1.00	73,479.19	6.99
MAINTENANCE	5,000	560.86	649.56	0.00	4,350.44	12.99
UTILITIES	26,250	3,488.32	6,584.78	0.00	19,665.22	25.08
SUPPLIES	587,765	48,702.81	97,742.07	0.00	490,022.93	16.63
MISCELLANEOUS	8,000	839.87	3,388.37	0.00	4,611.63	42.35
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	121,874	10,156.16	30,468.48	0.00	91,405.52	25.00
TOTAL 35-WATER DEPT.	1,052,491	115,872.46	238,045.59	1.00	814,444.41	22.62
TOTAL EXPENDITURES	1,159,870	126,108.10	276,328.12	1.00	883,540.88	23.82
REVENUE OVER/(UNDER) EXPENDITURES	( 99,717 )	55,678.63	15,787.25	( 1.00 )	83,928.75	15.83

CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2014

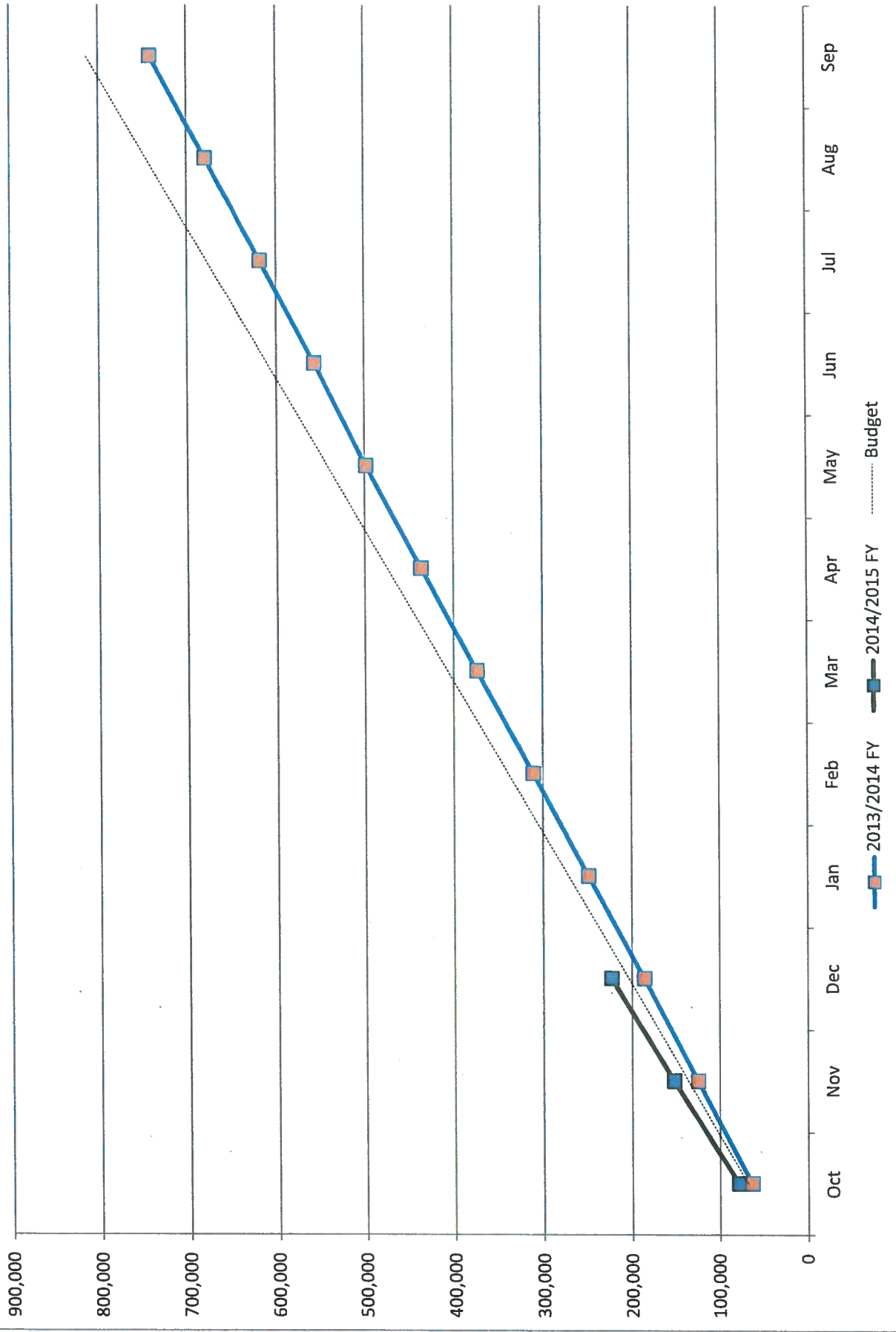
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## 700-WATER FUND

% OF YEAR COMPLETED: 25.00

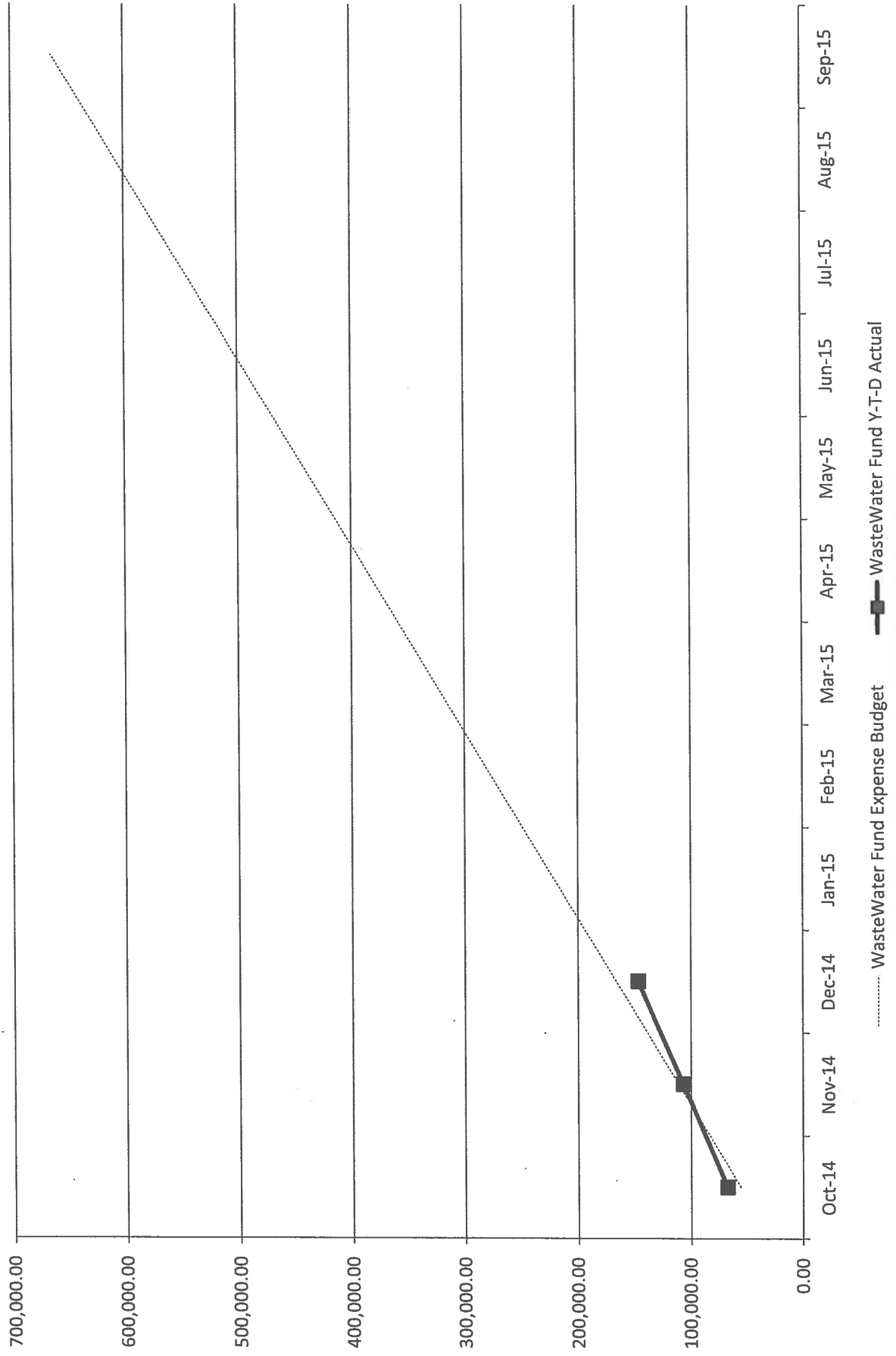
REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
700.00.5714.000 CC CONV. FEE	0	0.00	0.00	0.00	0.00	0.00
700.00.5743.000 CONNECT FEE	3,500	180.00	630.00	0.00	2,870.00	18.00
700.00.5744.000 PENALTIES	18,000	948.09	3,697.23	0.00	14,302.77	20.54
700.00.5745.000 AGREEMENTS AND CONTRACTS	99,000	13,414.46	37,283.58	0.00	61,716.42	37.66
700.00.5746.000 IMPACT FEE	4,055	0.00	0.00	0.00	4,055.00	0.00
700.00.5751.000 CITY WATER SALES	930,898	55,798.67	218,688.14	0.00	712,209.86	23.49
700.00.5753.000 WATER TAP FEES	3,700	0.00	0.00	0.00	3,700.00	0.00
700.00.5762.000 INTEREST EARNED	500	60.75	154.42	0.00	345.58	30.88
700.00.5767.000 OTHER REVENUE	0	27.50	87.50	0.00 (	87.50)	0.00
700.00.5769.000 OTHER REVENUE	500	0.00	0.00	0.00	500.00	0.00
TOTAL 00-REVENUE	1,060,153	70,429.47	260,540.87	0.00	799,612.13	24.58
TOTAL REVENUE	1,060,153	70,429.47	260,540.87	0.00	799,612.13	24.58

## City Sewer Sales

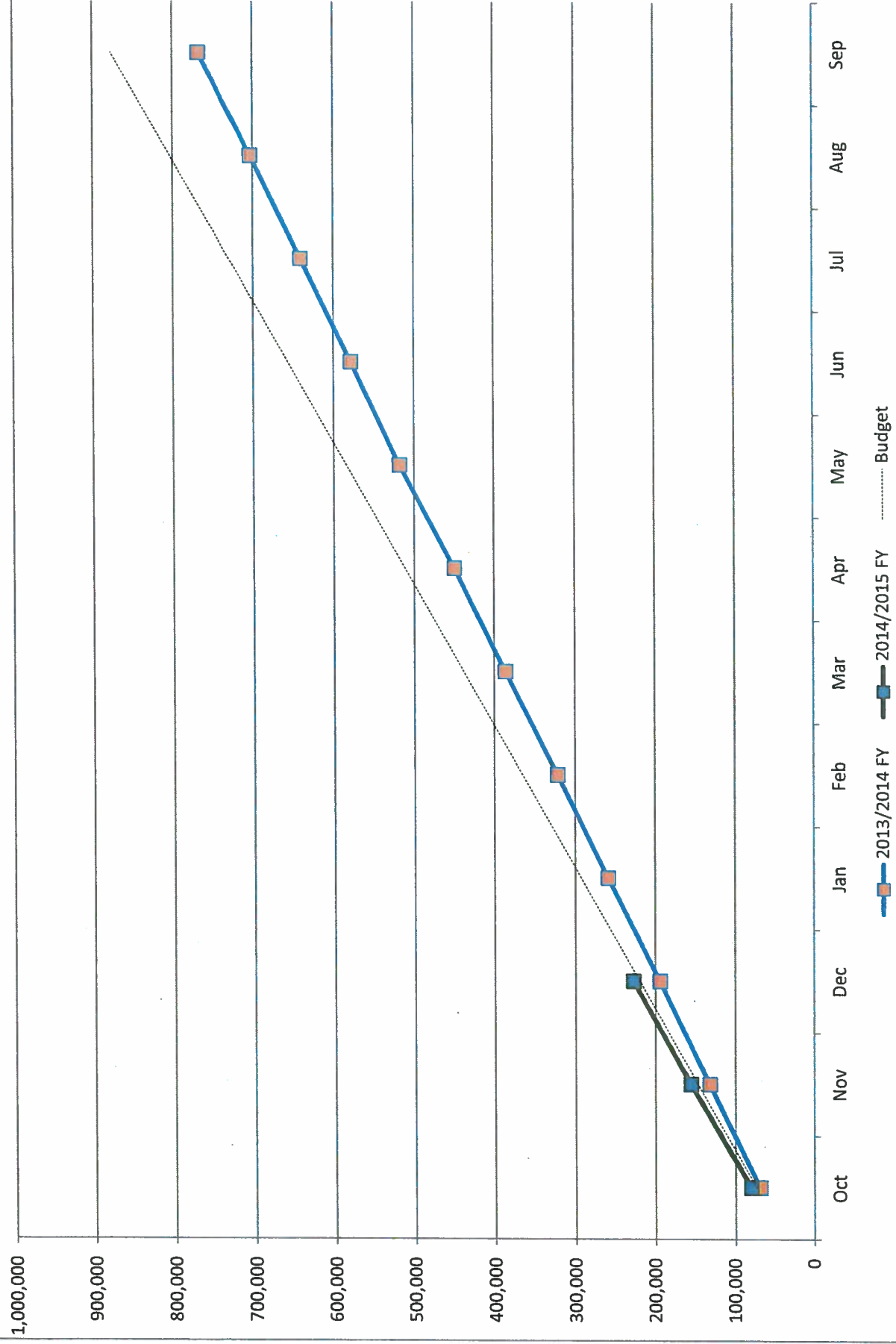


# Wastewater Fund Expense

Budget Year 10/2014 thru 9/2015



# Wastewater Revenue Comparison Chart



CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2014

705-WASTEWATER  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	892,310	72,317.98	227,425.43	0.00	664,884.57	25.49
TOTAL REVENUES	892,310	72,317.98	227,425.43	0.00	664,884.57	25.49
<u>EXPENDITURE SUMMARY</u>						
12-ADMINISTRATION						
PERSONNEL SERVICES	46,724	1,713.68	2,981.06	0.00	43,742.94	6.38
TOTAL 12-ADMINISTRATION	46,724	1,713.68	2,981.06	0.00	43,742.94	6.38
36-WASTEWATER SYSTEM						
PERSONNEL SERVICES	119,350	5,185.43	17,005.44	0.00	102,344.56	14.25
CONTRACTS & PROF. SVCS	11,500	458.91	1,632.95	0.00	9,867.05	14.20
MISCELLANEOUS	18,500	146.15	7,649.14	1.00	10,849.86	41.35
MAINTENANCE	309,253	19,395.71	78,107.12	0.00	231,145.88	25.26
UTILITIES	11,000	791.10	1,892.90	0.00	9,107.10	17.21
SUPPLIES	11,000	379.81	1,272.30	0.00	9,727.70	11.57
MISCELLANEOUS	15,500	0.00	0.00	0.00	15,500.00	0.00
DEBT SERVICE	20,710	0.00	0.00	0.00	20,710.00	0.00
CAPITAL EXPENDITURES	80,000	0.00	0.00	0.00	80,000.00	0.00
TRANSFERS	144,601	12,050.10	36,150.30	0.00	108,450.70	25.00
TOTAL 36-WASTEWATER SYSTEM	741,414	38,407.21	143,710.15	1.00	597,702.85	19.38
TOTAL EXPENDITURES	788,138	40,120.89	146,691.21	1.00	641,445.79	18.61
REVENUE OVER/ (UNDER) EXPENDITURES	104,172	32,197.09	80,734.22 (	1.00)	23,438.78	77.50



CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2014

PAGE: 2

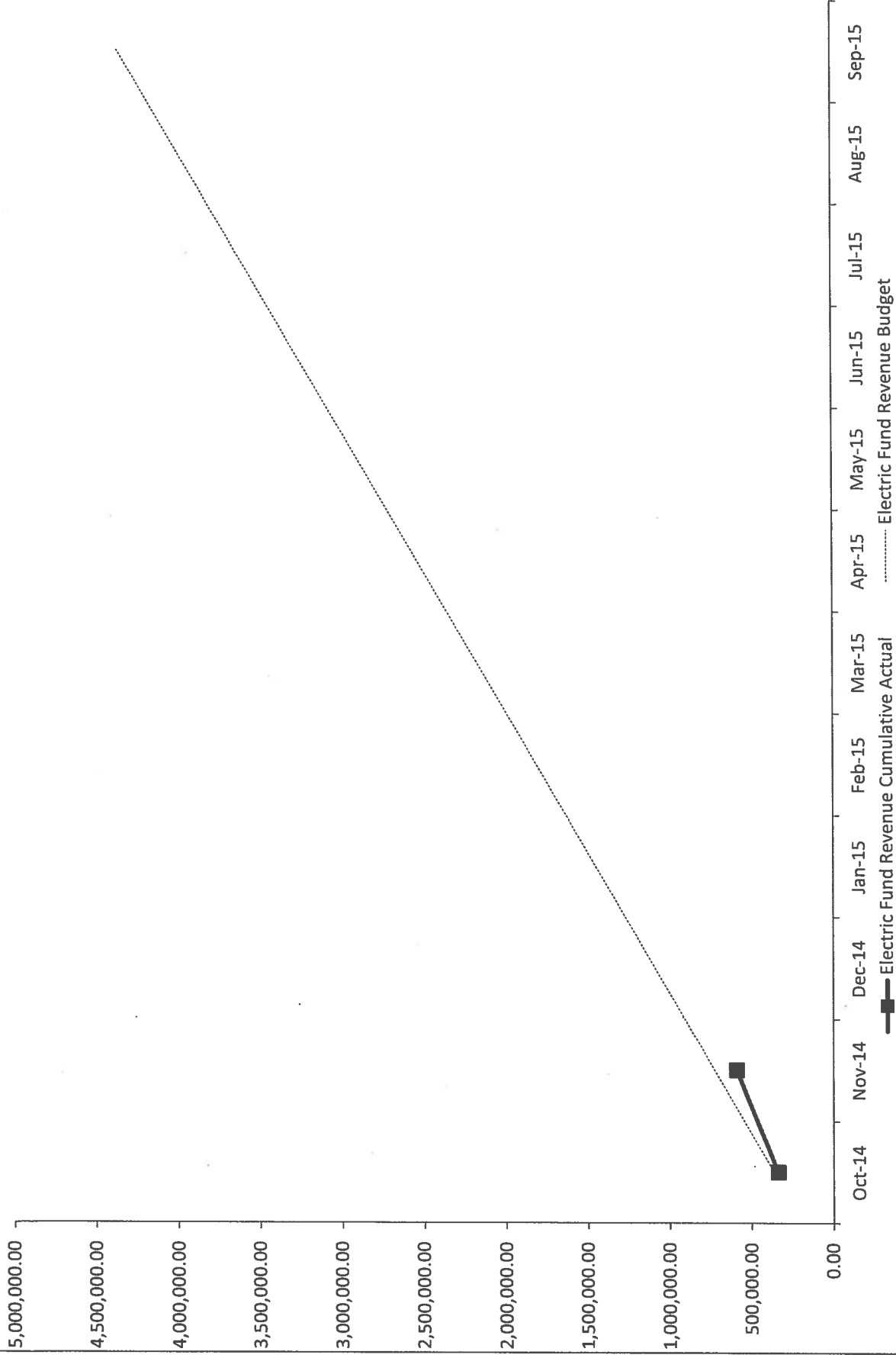
## 705-WASTEWATER

% OF YEAR COMPLETED: 25.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
705.00.5741.000 SEWER SALES	870,990	71,066.72	223,158.00	0.00	647,832.00	25.62
705.00.5743.000 FEES	0	0.00	0.00	0.00	0.00	0.00
705.00.5744.000 PENALTIES	16,880	1,251.26	4,267.43	0.00	12,612.57	25.28
705.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
705.00.5746.000 IMPACT FEE	4,440	0.00	0.00	0.00	4,440.00	0.00
705.00.5753.000 SEWER TAP FEE	0	0.00	0.00	0.00	0.00	0.00
705.00.5762.000 INTEREST EARNED	0	0.00	0.00	0.00	0.00	0.00
705.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
705.00.5768.000 SEWER BACKUP SERVICES	0	0.00	0.00	0.00	0.00	0.00
705.00.5995.000 TRANSFER IN RESERVES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 00-REVENUE	892,310	72,317.98	227,425.43	0.00	664,884.57	25.49
TOTAL REVENUE	892,310	72,317.98	227,425.43	0.00	664,884.57	25.49

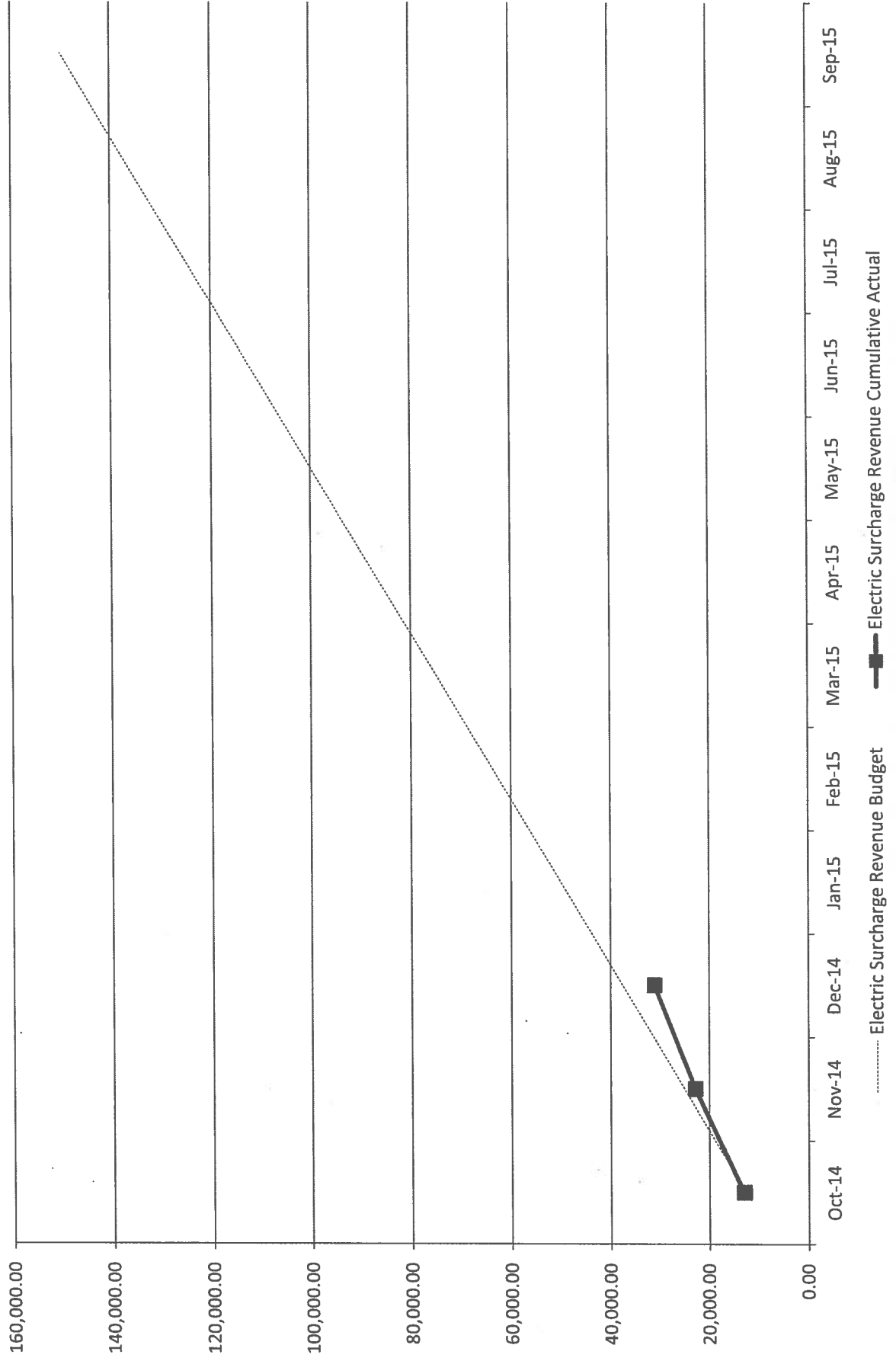
# Electric Fund Revenue Progress

Budget Year 10/2014 thru 9/2015



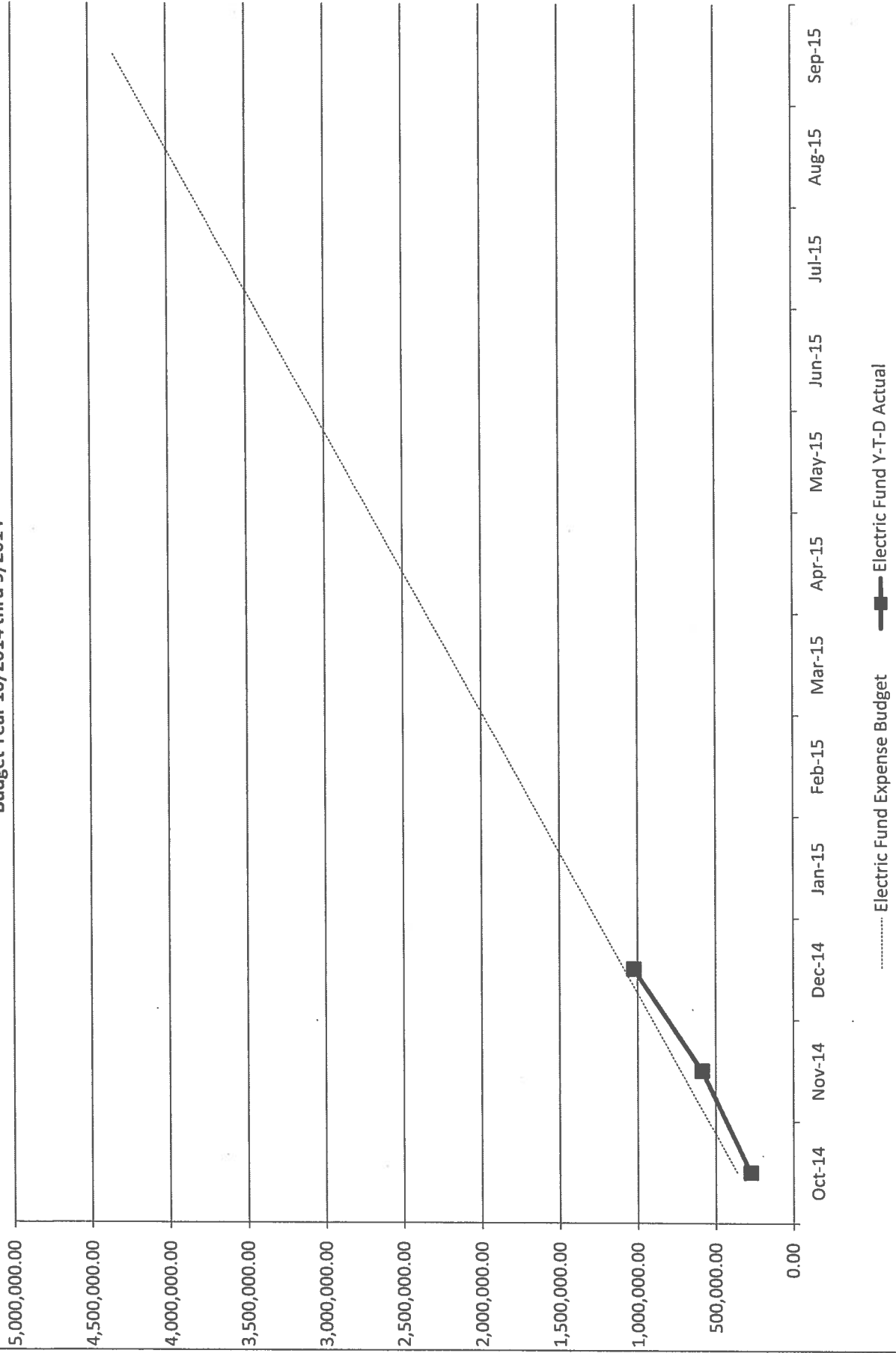
# Electric Fund Surcharge Revenue Progress

Budget Year 10/2014 thru 9/2015



# Electric Fund Expense

Budget Year 10/2014 thru 9/2014



CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2014

715-ELECTRIC FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 25.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>REVENUE SUMMARY</u>						
00-REVENUE	4,347,171	222,212.19	825,124.66	0.00	3,522,046.34	18.98
TOTAL REVENUES	4,347,171	222,212.19	825,124.66	0.00	3,522,046.34	18.98
<u>EXPENDITURE SUMMARY</u>						
12-ADMINISTRATION						
PERSONNEL SERVICES	92,130	4,992.92	9,867.92	0.00	82,262.08	10.71
TOTAL 12-ADMINISTRATION	92,130	4,992.92	9,867.92	0.00	82,262.08	10.71
37-ELECTRIC DEPT.						
PERSONNEL SERVICES	377,689	29,570.21	91,394.59	0.00	286,294.41	24.20
CONTRACTS & PROF. SVCS	77,800	2,295.95	15,771.24	0.00	62,028.76	20.27
MISCELLANEOUS	144,500	11,717.57	34,827.54	615.44	109,057.02	24.53
MAINTENANCE	21,150	1,938.87	2,305.31	0.00	18,844.69	10.90
UTILITIES	3,840	658.08	1,809.30	0.00	2,030.70	47.12
SUPPLIES	2,038,682	134,650.83	395,296.14	0.00	1,643,385.86	19.39
MISCELLANEOUS	12,000	491.15	941.54	0.00	11,058.46	7.85
DEBT SERVICE	127,091	0.00	0.00	0.00	127,091.00	0.00
CAPITAL EXPENDITURES	430,000	96,965.81	150,814.65	68,926.80	210,258.55	51.10
TRANSFERS	1,017,750	83,562.50	250,687.50	0.00	767,062.50	24.63
TOTAL 37-ELECTRIC DEPT.	4,250,502	361,850.97	943,847.81	69,542.24	3,237,111.95	23.84
TOTAL EXPENDITURES	4,342,632	366,843.89	953,715.73	69,542.24	3,319,374.03	23.56
REVENUE OVER/ (UNDER) EXPENDITURES	4,539 (	144,631.70) (	128,591.07) (	69,542.24)	202,672.31	4,365.13-

CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2014

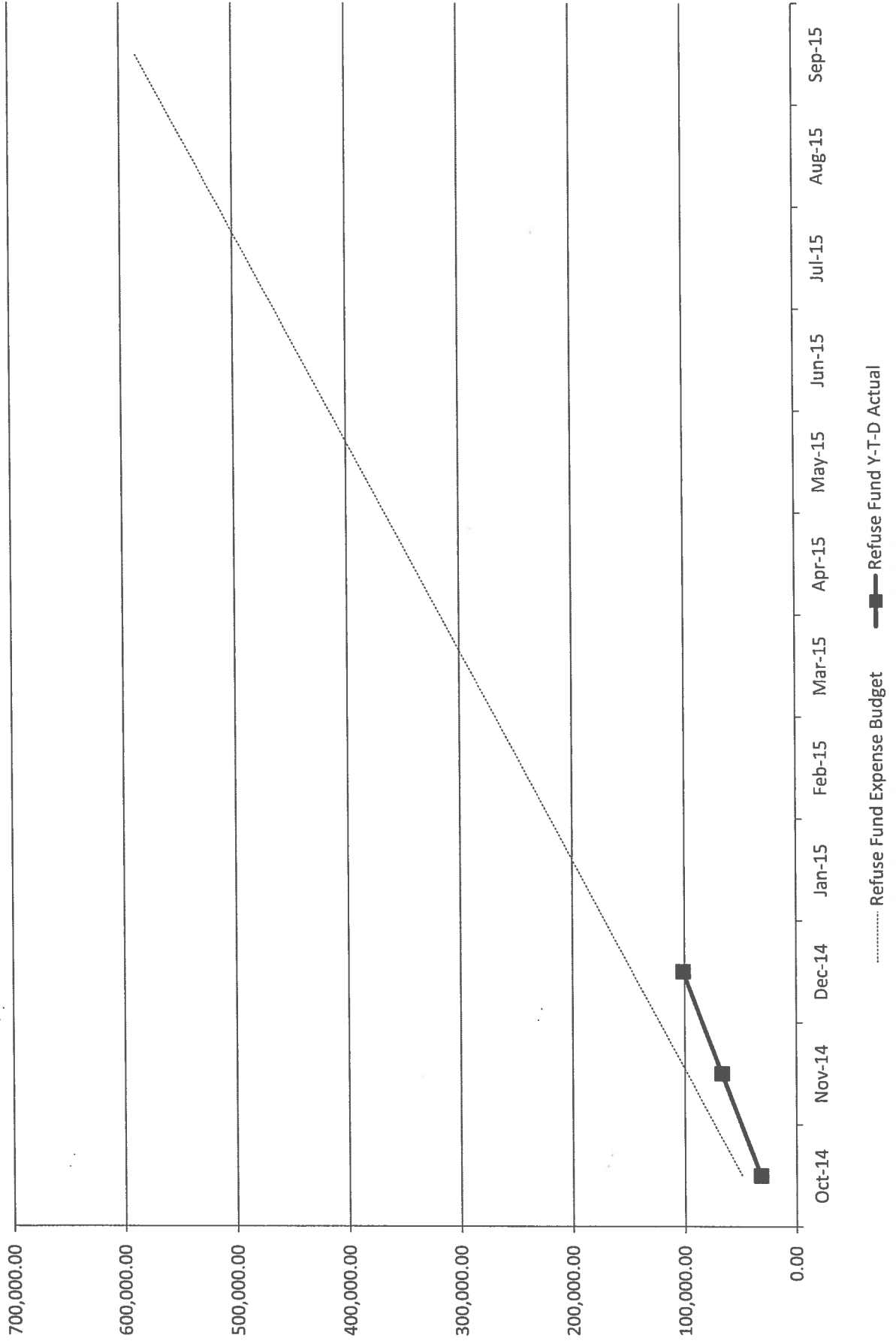
## 715-ELECTRIC FUND

% OF YEAR COMPLETED: 25.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
715.00.5743.000 FEES	3,000	567.50	1,527.50	0.00	1,472.50	50.92
715.00.5744.000 PENALTIES	15,000	3,254.60	14,452.25	0.00	547.75	96.35
715.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
715.00.5751.000 ELECTRICITY SALES	3,574,921	204,104.59	743,914.95	0.00	2,831,006.05	20.81
715.00.5755.000 SURCHARGE	150,000	8,298.70	31,120.75	0.00	118,879.25	20.75
715.00.5757.000 PCA (POWER COST ADJ)	324,000	5,959.38	13,764.01	0.00	310,235.99	4.25
715.00.5762.000 INTEREST	250	19.16	45.92	0.00	204.08	18.37
715.00.5767.000 OTHER REVENUE	0	8.26	20,299.28	0.00 (	20,299.28)	0.00
715.00.5799.000 4A SUPPORT	0	0.00	0.00	0.00	0.00	0.00
715.00.5995.000 TRANSFER IN ELEC NOTE	0	0.00	0.00	0.00	0.00	0.00
715.00.5998.000 TRANSFER IN RESERVES	280,000	0.00	0.00	0.00	280,000.00	0.00
TOTAL 00-REVENUE	4,347,171	222,212.19	825,124.66	0.00	3,522,046.34	18.98
TOTAL REVENUE	4,347,171	222,212.19	825,124.66	0.00	3,522,046.34	18.98

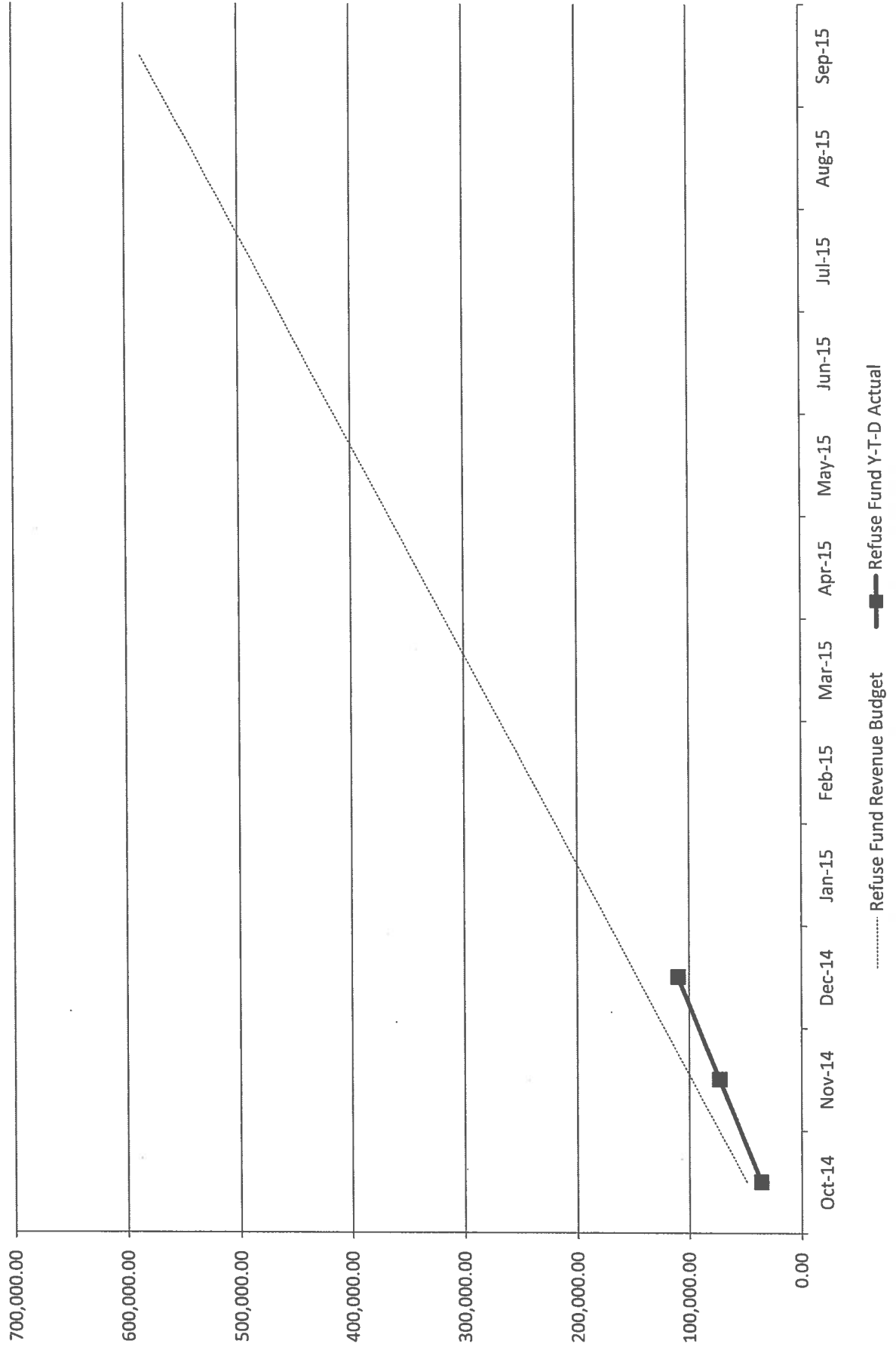
# Refuse Fund Expense

Budget Year 10/2014 thru 9/2015



# Refuse Fund Revenue Progress

Budget Year 10/2014 thru 9/2015





CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2014

% OF YEAR COMPLETED: 25.00

720-REFUSE FUND  
FINANCIAL SUMMARY

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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REVENUE SUMMARY

00-REVENUE	585,748	36,717.56	109,745.14	0.00	476,002.86	18.74
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TOTAL REVENUES

585,748	36,717.56	109,745.14	0.00	476,002.86	18.74
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EXPENDITURE SUMMARY

32-REFUSE DEPT.

PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTS & PROF. SVCS	467,620	28,200.84	81,958.47	0.00	385,661.53	17.53
MISCELLANEOUS	75,100	6,258.33	18,774.99	0.00	56,325.01	25.00
MAINTENANCE	0	0.00	0.00	0.00	0.00	0.00
UTILITIES	2,400	200.00	600.00	0.00	1,800.00	25.00
MISCELLANEOUS	5,000	0.00	0.00	0.00	5,000.00	0.00
CAPITAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS	35,628	0.00	0.00	0.00	35,628.00	0.00
TOTAL 32-REFUSE DEPT.	585,748	34,659.17	101,333.46	0.00	484,414.54	17.30

35-WATER DEPT.

SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
TOTAL 35-WATER DEPT.	0	0.00	0.00	0.00	0.00	0.00

TOTAL EXPENDITURES

585,748	34,659.17	101,333.46	0.00	484,414.54	17.30
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REVENUE OVER/ (UNDER) EXPENDITURES

0	2,058.39	8,411.68	0.00 (	8,411.68)	0.00
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CITY OF FARMERSVILLE  
REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: DECEMBER 31ST, 2014

PAGE: 2

## 720-REFUSE FUND

% OF YEAR COMPLETED: 25.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
00-REVENUE						
720.00.5743.000 FEES	0	0.00	0.00	0.00	0.00	0.00
720.00.5744.000 PENALTIES	7,500	459.08	1,647.95	0.00	5,852.05	21.97
720.00.5745.000 AGREEMENTS AND CONTRACTS	0	0.00	0.00	0.00	0.00	0.00
720.00.5751.000 RESIDENTIAL TRASH COLL	273,900	21,173.35	63,432.67	0.00	210,467.33	23.16
720.00.5752.000 COMMERCIAL TRASH COLLECT	291,453	15,063.45	44,517.61	0.00	246,935.39	15.27
720.00.5755.000 RECYCLE	4,970	17.15	51.45	0.00	4,918.55	1.04
720.00.5762.000 INTEREST EARNED	125	4.53	10.46	0.00	114.54	8.37
720.00.5767.000 OTHER REVENUE	0	0.00	0.00	0.00	0.00	0.00
720.00.5768.000 BRUSH AND CHIPPING AND P	0	0.00	85.00	0.00	85.00	0.00
720.00.5770.000 HHW	7,800	0.00	0.00	0.00	7,800.00	0.00
TOTAL 00-REVENUE	585,748	36,717.56	109,745.14	0.00	476,002.86	18.74
TOTAL REVENUE	585,748	36,717.56	109,745.14	0.00	476,002.86	18.74



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: January 27, 2015

SUBJECT: Consider, discuss and act upon a resolution calling the May 9, 2015 General Election to elect three Council members

- A resolution and Order of Election is attached for review

**ACTION: Council to approve or disapprove the resolution as presented.**

**CITY OF FARMERSVILLE  
RESOLUTION #R-2015-0127-001**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FARMERSVILLE, TEXAS, CALLING A GENERAL ELECTION FOR MAY 9, 2015 TO ELECT COUNCILMEMBER PLACE 1, COUNCILMEMBER PLACE 3 AND COUNCILMEMBER PLACE 5, PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR THE USE OF DIRECT RECORDING ELECTRONIC VOTING MACHINES; PROVIDING FOR EARLY VOTING; ESTABLISHING EXTENDED BUSINESS HOURS OF THE CITY SECRETARY'S OFFICE FOR EARLY VOTING BY PERSONAL APPEARANCE; APPOINTING AN EARLY VOTING CLERK, AN EARLY VOTING DEPUTY CLERK, AN ELECTION JUDGE AND AN ALTERNATE ELECTION JUDGE; ESTABLISHING PAY RATES FOR ELECTION WORKERS; APPROVING THE ORDER OF GENERAL ELECTION FOR SAID ELECTION; PROVIDING FOR OTHER MATTERS INCIDENT AND RELATED TO SUCH ELECTION; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**Section 1:** That a General Election is hereby ordered and shall be held on Saturday, May 9, 2015, to elect the following officials for the City of Farmersville ("City"): Councilmember Place 1; Councilmember Place 3; and, Councilmember Place 5. The Order of General Election attached hereto as Exhibit A is hereby approved and adopted by the City Council of the City of Farmersville as the Order for the General Election to be held on May 9, 2015.

**Section 2:** All independent candidates for the General Election to be held on May 9, 2015, for the above mentioned offices shall file their applications with the City Secretary at City Hall, 205 South Main Street, between 8:00 a.m. and 5:00 p.m. Monday through Friday, beginning January 28, 2015 and ending February 27, 2015. All applications shall be on a form as prescribed by Section 141.031 of the Texas Election Code. All applications shall become public information immediately upon filing.

**Section 3:** The order in which the names of the candidates are to be printed on the ballot shall be determined by a drawing by the City Secretary as provided in Section 52.094 of the Texas Election Code.

**Section 4:** Should all candidates for a particular office in the General Election fail to receive a plurality vote, in that event it shall be the duty of the City Council to order a runoff election for every office in the regular municipal election to which no one was elected.

**Section 5:** **Sheila Nelson** is hereby appointed the presiding Election Judge; **Cynthia Clark** is hereby appointed the Alternate Presiding Election Judge. Said judges shall designate not less than two (2) nor more than six (6) clerks to assist as shall be necessary and advisable, to be paid an hourly rate of ten dollars (\$10) per hour on

election day, with the judge who delivers the election returns to be paid twenty-five dollars (\$25) for that service.

**Section 6:** The polling place for **Election Day, May 9, 2015**, shall be as follows:

**Farmersville City Hall  
205 S. Main Street  
Farmersville, TX 75442**

**Section 7:** The poll at the above designated polling place shall be open from 7:00 a.m. to 7:00 p.m. on Election Day.

**Section 8:** The polling place for **Early Voting, April 27, 2015 through May 5, 2015**, shall be in the Council Chambers in Farmersville City Hall, 205 S. Main St. Farmersville, TX, and will be conducted by the Office of the City Secretary. The **City Secretary** is hereby appointed Clerk for Early Voting and **Paula Jackson** is hereby appointed Deputy Early Voting Clerk. Said clerks shall designate not less than two (2) nor more than six (6) clerks to assist as shall be necessary and advisable, to be paid an hourly rate of ten dollars (\$10) per hour during the designated early voting period.

**Section 9:** Early Voting by personal appearance for the election shall commence on April 27, 2015, at 8:00 a.m. and end at 7:00 p.m. on May 5, 2015. Early voting by personal appearance shall be conducted during regular business hours from 8:00 a.m. until 5:00 p.m., except for the final two days of the early voting period. On the final two days of early voting by personal appearance, the hours are hereby designated as 7:00 a.m. until 7:00 p.m.

**Section 10:** The above described place for early voting is also the Early Voting Clerk's mailing address to which ballot applications and ballots voting by mail may be sent. Early voting, by mail, shall be by paper ballots and shall be canvassed by an Early Voting Ballot Board.

**Section 11:** Direct recording electronic voting machines shall be used for voting at the foregoing election polling places and electronic counting devices and equipment shall be used for counting the ballots at said election.

**Section 12:** The City Secretary is expressly authorized to obtain election supplies and equipment required by law and necessary to conduct said election.

**Section 13:** The office of the City Secretary shall give notice of the election and prepare the official ballots as required by law. Election materials as outlined in Section 272.005 of the Texas Election Code shall be printed in both English and Spanish for use at the polling places and for early voting for said election.

**Section 14:** Said election shall be held in accordance with the Texas Election Code and only resident qualified voters of the City shall be eligible to vote at said election for Councilmember Place 1, Councilmember Place 3, and Councilmember Place 5.

**Section 15:** The City Council shall give notice of this election in accordance with the terms and provisions of Chapter 4 of the Texas Election Code, and the City Council shall issue all necessary orders and writs for said election.

**Section 16:** The Collin County Elections Administrator shall be responsible for establishing and operating the Central Counting Station to receive and tabulate the electronic voted ballots in accordance with Section 127.001 of the Texas Election Code. Counting Station Manager and Central Count Judge shall be Sharon Rowe.

**Section 17:** Notice of Election shall be published in both English and Spanish in accordance with the Texas Election Code. Returns of said election shall be made to the Council immediately after closing of the polls.

**Section 18:** Should any part, section, subsection, paragraph, sentence, clause or phrase contained in this resolution be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this resolution, but in all respect said remaining portion shall be and remain in full force and effect.

**Section 19:** This resolution shall be effective immediately upon adoption.

**APPROVED AND ADOPTED** by the City Council of the City of Farmersville this 27<sup>th</sup> day of January, 2015.

City of Farmersville:

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Joseph E. Helmberger, P.E., Mayor

ATTEST:

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Edie Sims, City Secretary

# **ORDER OF GENERAL ELECTION**

## **(ORDEN DE ELECCION GENERAL)**

An election is hereby ordered to be held on May 9, 2015, in Farmersville, Collin County, Texas for the purpose of electing the following city officers as required by Article XVI, Section 65 of the Texas Constitution.

*(Por la presente se ordena que se lleve a cabo una elección el día 9 de mayo, 2015, en el Condado de Farmersville, Collin County, Texas, con el propósito de elegir los siguientes oficiales del condado y del precinto como requerido por el Artículo XVI, Sección 65, de la Constitución de Texas.)*

Councilmember Place 1; Councilmember Place 3; and Councilmember Place 5

Early voting by personal appearance will be conducted each weekday at:

*(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)*

Location (sitio): City Hall, 205 S. Main Street, Farmersville, Texas

Between the hours of 8:00am and 5:00pm beginning on April 27, 2015 and ending on May 5, 2015. May 4 and May 5, 2015, between the hours of 7:00am and 7:00pm.

*(entre las 8:00 de la mañana y las 5:00 de la tarde empezando el abril 27, 2015 y terminando el 5 mayo, 2015. 4 mayo un 5 mayo, 2015 entre las 7:00 de la mañana y las 7:00pm de la tarde empezando).*

Applications for ballot by mail shall be mailed to:

*(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)*

**Edie Sims**

(Name of Early Voting Clerk) *(Nombre del Secretario de la Votación Adelantada)*

**205 S. Main Street**

(Address) *(Dirección)*

**Farmersville, Texas 75442**

(City) *(Ciudad)* (Zip Code) *(Zona Postal)*

Applications for ballots by mail must be received no later than the close of business on: April 30, 2015.

*(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse para el fin de las horas de negocio el: 30 abril, 2015.)*

Issued this the 27th day of January, 2015.

*(Emitada este día 27 de enero, 2015.)*

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Joseph E. Helmberger, P.E., Mayor



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: January 27, 2015

SUBJECT: Consider, discuss and act upon receiving two resignations from the Building & Property Standards Commission and appointing two members to serve on the Building & Property Standards Commission

- Two resignations are included for Council review.
- A Commission Directory is attached for review.

**ACTION: Accept resignations from two Commission members and appoint two commission members to the Building & Property Standards Commission.**



## Edie Sims

---

**From:** Aubry Huddleston [ajhuddles@hotmail.com]  
**Sent:** Wednesday, January 21, 2015 3:38 PM  
**To:** Edie Sims  
**Subject:** Resignation

Dear Eddie,

Its is with regret that I tender my resignation from the board, effective immediately to my employment. I am thankful for the opportunity I have had to serve on the board.

Sincerely,

Rafiq Huddleston

Happy Connecting. Sent from my Sprint Samsung Galaxy S® 5

## Edie Sims

---

**From:** Andy Washam [andy\_washam@yahoo.com]  
**Sent:** Saturday, January 17, 2015 10:55 PM  
**To:** Edie Sims  
**Subject:** Re: Building & Property Standards Commission Meeting 01/08/2014

Sorry i was absent I have had a busy new year i am not good with Email if you want to replace me you can. Lost the coffee shop getting married serving at my church looking for a new job has kept me real busy you can call me if you need to speak to me on this manor.

Andy Washam

On Monday, January 5, 2015 10:10 AM, Edie Sims <[e.sims@farmersvilletx.com](mailto:e.sims@farmersvilletx.com)> wrote:

Happy New Year Commissioners!

Please find attached the agenda and minutes for this coming Thursday's Building & Property Standards Commission meeting. Please let me know if you will or will not be in attendance to determine if we have a quorum.

Greatest thanks and see you Thursday!

*Edie Sims* 

City Secretary  
City of Farmersville  
205 S Main Street  
Farmersville, TX 75442  
phone: (972)782-6151 fax: (972)782-6604  
[www.farmersvilletx.com](http://www.farmersvilletx.com)

*"Discover a Texas Treasure"*

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## BUILDING AND PROPERTY STANDARDS COMMISSION

Term: Three years – Two Terms Max  
Residency Requirements: 1 year in the City Limits

Name
Andrew Washam <b>(NEEDS REPLACEMENT)</b> 2 <sup>nd</sup> Term Began 5/12 – Term ends 5/15
Rafiq Huddleston <b>(NEEDS REPLACEMENT)</b> 1 <sup>st</sup> Term Began 5/13 – Term ends 5/16
Autumn Barton <b>(Chairman)</b> 1 <sup>st</sup> Term Began 5/13 – Term ends 5/16
Anne Hall 1 <sup>st</sup> Term Began 5/14 – Term ends 5/17
Patti Ford <b>(Vice-Chairman)</b> 2 <sup>nd</sup> Term Began 5/13 – Term ends 5/15

Meet: as needed, 6:00 p.m.

Council Liaison: **John Politz**

Staff: Code Enforcement Officer

Potential Candidates	Meets residency requirements
Patti Eisenhower	yes



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: January 27, 2015

SUBJECT: Consider, discuss and act upon a contract with Daniel & Brown, Inc. to supply engineering services for the CDBG Sewer Grant project

- A revised contract is presented for review. The Special Services has been reduced to zero along with an email of explanation.

**ACTION: Approve or disapprove the contract as presented.**

# ENGINEERING SERVICES CONTRACT

## PART I AGREEMENT

THIS AGREEMENT, entered into this 14 day of January, 2015 by and between the City of Farmersville, hereinafter called the "City", acting herein by Joseph Helmberger, P.E., Mayor hereunto duly authorized, and Daniel & Brown Inc. hereinafter called "Firm", acting herein by Eddy Daniel, P.E., procured in conformance with Texas Government Code Chapter 2254, Subchapter A, "Professional Services".

### WITNESSETH THAT:

WHEREAS, the City of Farmersville desires to implement Sewer System Improvements under the general direction of the Texas Community Development Program; and

WHEREAS the City desires to engage Daniel & Brown Inc. to render certain services in connection with its Sewer System Improvements.

NOW THEREFORE, the parties do mutually agree as follows:

#### 1. Scope of Services

Part II, Scope of Services, is hereby incorporated by reference into this Agreement.

2. Time of Performance - The services of Daniel & Brown Inc. shall commence on January 2015. In any event, all of the services required and performed hereunder shall be completed no later than October 14, 2016.

3. Access to Information - It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to Daniel & Brown Inc. by the City and its agencies. No charge will be made to Daniel & Brown Inc. for such information and the City and its agencies will cooperate with Daniel & Brown Inc. in every way possible to facilitate the performance of the work described in the contract.

4. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$ 40,500.00. Payment to Daniel & Brown Inc. shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Contract.

5. Indemnification - Daniel & Brown Inc. shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

#### 6. Miscellaneous Provisions

a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Collin County, Texas.

b. This Agreement shall be binding upon and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

7. Terms and Conditions - This Agreement is subject to the provisions titled, "Part IV Terms and Conditions" and attached hereto and incorporated by reference herein.

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

CITY OF FARMERSVILLE

FIRM: Daniel & Brown Inc.

BY: \_\_\_\_\_  
Joseph Helmberger, P.E. - Mayor

BY:  \_\_\_\_\_  
Eddy W. Daniel, P.E. - President

NOTE: This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification.

## **PART II**

### **PROFESSIONAL ENGINEERING/ARCHITECTURAL SCOPE OF SERVICES**

The Engineering Firm shall render the following services necessary for the development of the project:

#### **SCOPE OF SERVICES**

1. Attend preliminary conferences with the Grant Recipient regarding the requirements of the project.
2. Determine necessity for any acquisition of any additional real property/easements/ROWs for the CDBG project and, if applicable, furnish to the Grant Recipient:
  - Name and address of property owners;
  - Legal description of parcels to be acquired;
  - Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the Grant Recipient providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Engineer will review any tests required and act as the Grant Recipient's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Grant Recipient, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Engineer's recommendations; to be completed within 90 days of contract execution.
6. Furnish the Grant Recipient copies of the preliminary report, if applicable (additional copies will be furnished to the Grant Recipient at direct cost of reproduction);
7. Furnish the Grant Recipient a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by the Texas Department of Agriculture - Office of Rural Affairs (TDA - ORA). The format for this report is attached to this Agreement as Part IV.
8. Submit detailed drawings and plans/specifications to appropriate regulatory agency (ies) and obtain clearance.
9. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Engineering Firm shall also furnish to the Grant Recipient an updated written Estimate of Probable Costs for the Project.
10. Ensure 10-day call is submitted to confirm prevailing wage decision issued by TxCDBG.
11. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
12. Conduct bid opening and prepare minutes.
13. Tabulate, analyze, and review bids for completeness and accuracy.
14. Accomplish Construction Contractor eligibility verification.
15. Conduct pre-construction conference and prepare copy of report/minutes.
16. Issue Start of Construction Notice to TCDBG and Notice to Proceed to construction contractor.
17. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
18. Design for access by persons with disabilities to facilities to be used by the public in accordance with Public Law 504.
19. Use forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond that have TxCDBG approval.
20. Make periodic visits, no less than every 30 days during the construction period, to the site to observe the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract.
21. Consult with and advise the Grant Recipient during construction; issue to contractors all instructions requested by the Grant Recipient; and prepare routine change orders if required, at no charge for engineering services to the Grant Recipient when the change order is required to correct errors or omissions by the Engineer; provide price analysis for change orders; process change orders approved by Grant Recipient and the project engineer and submit to TxCDBG for approval prior to execution with the construction contractor.
22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the Construction Contractor.
24. Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to

- the Grant Recipient, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the Grant Recipient and approval by TxCDBG, unless State or local law provides otherwise.
  26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
  27. Conduct interim/final inspections.
  28. Revise contract drawings to show the work as actually constructed, and furnish the Grant Recipient with a set of "record drawings" plans.
  29. The Engineer will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the owner. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

#### CONSTRUCTION CONTRACTS AND SUBCONTRACTS

1. No work under this Contract shall be subcontracted by Engineer without prior approval, in writing, from the Grant Recipient.
2. The Engineer shall, prior to proceeding with the work, notify Grant Recipient in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the Grant Recipient determines that any subcontractor is incompetent or undesirable, the Grant Recipient will notify the Engineer who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Contract shall create any contractual relation between any subcontractor and Grant Recipient.
4. The Engineer will include in all contracts and subcontracts of amounts in excess of \$100,000 a provision which requires compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S. 1857 (h)], Section 508 of the Clean Water Act (33 U.S.C. 1368d), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to TxCDBG and to the U.S. Environmental Protection Agency Assistant Administrator for Enforcement.
5. The Engineer will include in all contracts and subcontracts other than for small purchases (less than \$10,000), provisions or conditions which will allow for administrative, contractual or legal remedies in instances which violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Engineer will include in all contracts and subcontracts in excess of \$10,000 suitable provisions for termination by the Grant Recipient including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the Engineer.
7. The Engineer will include in all contracts and subcontracts in excess of \$10,000 provisions requiring compliance with the following:

The Engineer will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, physical or mental disability, marital status, parenthood, or age.

  - Executive Order 11246 - Equal Employment Opportunity.
  - Copeland Anti-Kickback Act.
  - Davis-Bacon Act – prime contractor contracts in excess of \$2,000.
  - Section 103 and 107 of the Contract Work Hours and Safety Standards Act – contracts in excess of \$2,000.
  - a provision recognizing mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
  - Section 3 of the Housing and Urban Development Act of 1969.
  - Title VI of the Civil Rights Act of 1964
8. The Engineer will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.

9. The Engineer will include in all negotiated contracts and subcontracts a provision to the effect that the Grant Recipient, TxCDBG, the Comptroller General of the State of Texas, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Engineer will include in all contracts and subcontracts a requirement that the Contractor maintain all relevant project records for three (3) years after the Grant Recipient has made final payment to the Contractor and all other pending matters are closed.

#### STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Engineer and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Engineer represents that it has the required skills and capacity to perform work and services to be provided under this Contract.
2. The Engineer represents that services provided under this Contract shall be performed within the limits prescribed by the Grant Recipient in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Engineer's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from Grant Recipient and at the Engineer's expense if the deficiency is due to Engineer's negligence. The Grant Recipient shall notify the Engineer in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the Grant Recipient under applicable state or federal law.
4. The Engineer agrees to and shall hold harmless the Grant Recipient, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Engineer, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Engineer doing the work herein contracted for or by or in consequence of any negligence in the performance of this Contract, or by or on account of any omission in the performance of this Contract.



**PART III -- PAYMENT SCHEDULE  
PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES**

Grant Recipient shall reimburse Daniel & Brown Inc. for basic engineering services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
• Approval of Preliminary Engineering Plans and Specifications by Grant Recipient.	20%
• Approval of plans and specifications by Regulatory Agency (ies).	45%
• Completion of bid advertisement and contract award.	20%
• Completion of construction staking	5%
• Completion of Final Closeout Assessment and submittal of "As Builts" to Grant Recipient.	5%
• Completion of final inspection and acceptance by the Grant Recipient.	5%
<b>Total</b>	<b>100%</b>

**NOTE:** Percentages of payment listed here are general guidelines based on engineering services typically provided. These are negotiable, and should serve only as a guide. Payment schedule should be tied directly to the actual Scope of Work identified in Part II - Engineering/Architectural Scope of Services. **No more than 50% of the engineering budget shall be paid prior to construction.**

**SPECIAL SERVICES**

Special Services shall be reimbursed under the following hourly rate schedule: (List all applicable services to include overhead charge).

Registered Surveyor	\$ 105.00
Survey Crew (3 members)	\$ 150.00
Project Engineer	\$ 125.00
Engineering Technician	\$ 75.00
Project Representative	\$ 55.00
Draftsman	\$ 55.00

The fee for all other Special Services shall not exceed a total of Zero and No/100 Dollars (\$ 0.00). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Engineer shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of N/A and No/100 Dollars (\$ N/A).
2. The Engineer shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory, plus a 0 percent (0 %) overhead charge. All fees for testing shall not exceed a total of Zero and No/100 Dollars (\$ 0.00).
3. The payment requests shall be prepared by the Engineer and be accompanied by such supporting data to substantiate the amounts requested.
4. Any work performed by the Engineer prior to the execution of this contract is at the Engineer's sole risk and expense.

**PART IV**  
**TERMS AND CONDITIONS**

**PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR ARCHITECTURAL SERVICES**

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the City, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Firm, and the City may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the City from the Firm is determined.

2. Termination for Convenience of the City. The City may terminate this Contract at any time by giving at least ten (10) days' notice in writing to the Firm. If the Contract is terminated by the City as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The City may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the City and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel.
- a. The Firm represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
  - b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto: Provided, however, that claims for money by the Firm from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
6. Reports and Information. The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Firm shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.

10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:
  - a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non-discrimination clause.
  - b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national origin.
  - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. Section 109 of the Housing and Community Development Act of 1974.
  - a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.
  - a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Office of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.
  - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of TxCDBG issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
  - c. The Firm will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The Firm will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
15. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers
  - a. The Firm will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Firm agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  - b. The Firm agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - c. In the event of the Firm's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to

the Act.

- d. The Firm will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
16. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract. And the Firm shall take appropriate steps to assure compliance.
17. Interest of Other Local Public Officials. No member of the governing body of the Grant Recipient and no other public official of such Grant Recipient, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.
18. Interest of Firm and Employees. The Firm covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.
19. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.
20. Primary Contact. The Client's contact person with the Consultant shall be the City Manager.



**TO:** Mayor and Councilmembers

**FROM:** City Manager Ben White

**DATE:** January 27, 2015

**SUBJECT:** Consider, discuss and act upon a contract and change order with Cole Construction and authorize the Mayor to sign the notice to proceed regarding the Chaparral Trail Phase III project

- A contract and Change Order is attached for review from Cole Construction
- Insurance requirements are in process at time of Council packet and expect to have resolved by Council meeting.

**ACTION:** Approve or disapprove the contract and Change Order as presented and authorize the Mayor to sign the Notice to Proceed.

**CONTRACT DOCUMENTS AND SPECIFICATIONS**

FOR

**CONSTRUCTION OF THE CHAPARRAL TRAIL  
PHASE III**

**LOCATED IN FARMERSVILLE, TEXAS**

**Collin County Open Space Grant Fund**

TO SERVE THE

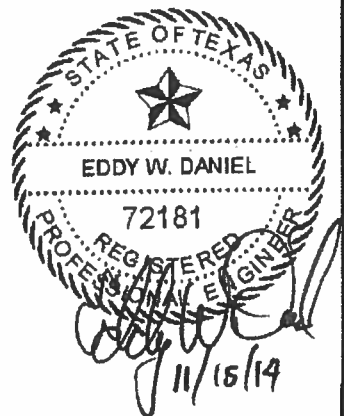
**THE CITY OF FARMERSVILLE**

**COLLIN COUNTY, TEXAS**

December 2014



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



## **TABLE OF CONTENTS**

<b><u>DESCRIPTION</u></b>	<b><u>SECTION</u></b>
Notice to Bidders	101
Instructions to Bidders	EJCDC C-200
Bid Form	EJCDC C-410
Bid Bond	EJCDC C-430
Notice of Award	EJCDC C-510
Contract Agreement	EJCDC C-520
Notice to Proceed	EJCDC C-550
Performance Bond	EJCDC C-610
Payment Bond	EJCDC C-615
Maintenance Bond	611
Standard General Conditions	EJCDC C-700
Supplemental General Conditions	108
Specifications	
Special Specifications	001
Earthwork	201
Seeding	203
Structural Excavating, Backfilling and Compacting	206
Concrete	301
Crack Sealing	
Precast Concrete Curb Stops	
Flexible Base Crushed Limestone	
Curlex Blankets	
Sample Forms	
Contractor's Application for Payment	EJCDC C-620
Certificate of Substantial Completion	EJCDC C-625
Change Order	EJCDC C-941
Contractor's Affidavit	110
Location and Plan Sheets	

## **NOTICE TO BIDDERS**

Sealed BIDS addressed to:

**CITY OF FARMERSVILLE  
205 S. Main Street  
Farmersville, TX 75442  
972-782-6151**

for the furnishing of all labor, materials and equipment necessary for the construction of Chaparral Trail Project Phase III located in Farmersville Texas will be received at the city hall office at 205 S. Main St, Farmersville, Texas, until:

**Thursday, December 4, 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 is required for each set of Plans and Contract Documents. A CD is available for \$25.00 or a hard copy is available for \$50.00.

The 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

## TABLE OF CONTENTS

ARTICLE 1 - DEFINED TERMS.....	1
ARTICLE 2 - COPIES OF BIDDING DOCUMENTS.....	1
ARTICLE 3 - QUALIFICATIONS OF BIDDERS.....	2
ARTICLE 4 - EXAMINATION OF BIDDING DOCUMENTS, OTHER RELATED DATA, AND SITE.....	2
ARTICLE 5 - PRE-BID CONFERENCE.....	3
ARTICLE 6 - SITE AND OTHER AREAS.....	4
ARTICLE 7 - INTERPRETATIONS AND ADDENDA.....	4
ARTICLE 8 - BID SECURITY.....	4
ARTICLE 9 - CONTRACT TIMES.....	4
ARTICLE 10 - LIQUIDATED DAMAGES.....	4
ARTICLE 11 - SUBSTITUTE AND "OR-EQUAL" ITEMS.....	4
ARTICLE 12 - SUBCONTRACTORS, SUPPLIERS, AND OTHERS.....	5
ARTICLE 13 - PREPARATION OF BID.....	5
ARTICLE 14 - BASIS OF BID; COMPARISON OF BIDS.....	6
ARTICLE 15 - SUBMITTAL OF BID.....	6
ARTICLE 16 - MODIFICATION AND WITHDRAWAL OF BID.....	6
ARTICLE 17 - OPENING OF BIDS.....	6
ARTICLE 18 - BIDS TO REMAIN SUBJECT TO ACCEPTANCE.....	6
ARTICLE 19 - EVALUATION OF BIDS AND AWARD OF CONTRACT.....	7
ARTICLE 20 - CONTRACT SECURITY AND INSURANCE.....	7
ARTICLE 21 - SIGNING OF AGREEMENT.....	7
ARTICLE 22 - SALES AND USE TAXES.....	7

## 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 No pre-bid conference will 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, 205 S. Main St., 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.

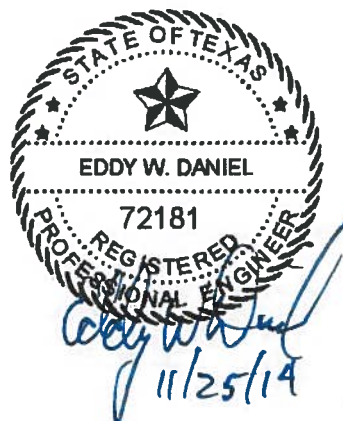
## **ARTICLE 22 - SALES AND USE TAXES**

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.



**DANIEL & BROWN INC.**  
ENGINEERS/CONSULTANTS/PLANNERS

**DATE:** November 25, 2014  
**TO:** Prospective Bidders  
**FROM:** Eddy Daniel, P.E.  
**SUBJECT:** Addendum #1  
Construction of Chaparral Trail Phase III,  
Collin County Open Space Grant Fund



**BID DATE:** Thursday, December 4, 2014, 2:00 P.M., at the Farmersville City Hall  
located at 205 S. Main St, Farmersville, Texas

Enclosed please find the following changes/additions/clarifications to the plans, contract documents and specifications for the City of Farmersville, Chaparral Trail Project:

The bid date will change:

**FROM:** Thursday, December 4, 2014 at 2:00 p.m.  
**TO:** Thursday, December 11, 2014 at 2:00 p.m.

If you should have any questions please feel free to contact me at 972-784-7777.



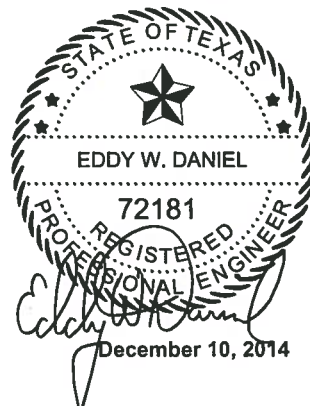
**DATE:** December 10, 2014  
**TO:** Prospective Bidders  
**FROM:** Eddy Daniel, P.E.  
**SUBJECT:** Addendum #2  
Construction of Chaparral Trail Phase III,  
Collin County Open Space Grant Fund

**BID DATE:** Thursday, December 11, 2014, 2:00 P.M., at the Farmersville City Hall  
located at 205 S. Main St, Farmersville, Texas

Enclosed please find the following changes/additions/clarifications to the plans, contract documents and specifications for the City of Farmersville, Chaparral Trail Project:

1. Use revised bid form attached.

If you should have any questions please feel free to contact me at 972-784-7777.



**BID FORM (REVISED 12-10-14)**

**Construction of the Chaparral Trail, Phase III  
Located in Farmersville, Texas  
City of Farmersville  
Collin County, Texas**

**TABLE OF ARTICLES**

	<b>Page</b>
Article 1 – Bid Recipient .....	1
Article 2 – Bidder's Acknowledgements .....	1
Article 3 – Bidder's Representations.....	1
Article 4 – Further Representations.....	2
Article 5 – Basis of Bid .....	3
Article 6 – Time of Completion .....	5
Article 7 – Attachments To This Bid .....	5
Article 8 – Defined Terms .....	5
Article 9 – Bid Submittal .....	6

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

City of Farmersville  
205 S Main Street  
Farmersville, TX 75442  
972-782-6151

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):

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
1	Furnish and install decomposed granite trail as specified for the sum of:	LF	900	\$ _____	\$ _____
2	Repair trail asphalt cracks for 0.75 mile as specified for the sum of:	LS	1	\$ _____	\$ _____
3	Furnish and install 4" PVC C900 waterline with appurtenances as specified for the sum of:	LF	5,000	\$ _____	\$ _____
4	Furnish and install county road bore for 4" waterline with 8" SCH 40 PVC casing as specified for the sum of:	LF	50	\$ _____	\$ _____
5	Furnish and install creek bore with 6" steel casing as specified for the sum of:	LF	100	\$ _____	\$ _____
6	Furnish and install Dumor Bench Model 58-60 as specified for the sum of:	EA	11	\$ _____	\$ _____
7	Furnish and install Dumor Trash Receptacle 84-32 with shield as specified for the sum of:	EA	11	\$ _____	\$ _____
8	Furnish and install Trail Kiosk as specified for the sum of:	EA	3	\$ _____	\$ _____
9	Furnish and install TxDOT handrail as specified for the sum of:	LF	115	\$ _____	\$ _____
10	Furnish and install street sign as specified for the sum of:	EA	1	\$ _____	\$ _____
11	Furnish and install road crossing with signage and pedestrian striping as specified for the sum of:	EA	7	\$ _____	\$ _____
12	Furnish and Install 0.08" aluminum sign backing to existing trail monument as specified for the sum of:	EA	2	\$ _____	\$ _____
13	Furnish and install new standard bollards as specified for the sum of:	EA	90	\$ _____	\$ _____
14	Furnish and install new removable bollards as specified for the sum of:	EA	40	\$ _____	\$ _____
15	Remove existing bollards as specified for the sum of:	EA	52	\$ _____	\$ _____

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
16	Furnish and install Chaparral Trail Sign Blade as specified for the sum of	EA	7	\$ _____	\$ _____
17	Furnish and install curb stops for Trail head parking area as specified for the sum of:	EA	3	\$ _____	\$ _____
18	Project mobilization and overhead, for the sum of:	LS	1	\$ _____	\$ _____
Total of All Base Bid Prices (1 thru 18)					(\$ _____)

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. This project is a unit price bid. Quantities may be adjusted and/or deleted by the Owner to accommodate available funds. All items shall be bid accordingly.

Add/alternate bid items:

Bidders shall provide additive pricing below for additional items which may be constructed pending available funds. Except where shown as lump sum all items shall be bid as unit prices. Quantities are shown for comparison only. More or less of each item may be approved.

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
19	Furnish and install lighting as specified for the sum of:	EA	52	\$ _____	\$ _____
20	Furnish and install city limits sign as specified for the sum of:	EA	1	\$ _____	\$ _____
21	Furnish and install county line sign as specified for the sum of:	EA	1	\$ _____	\$ _____
22	Remove/replace mile markers as specified for the sum of:	EA	8	\$ _____	\$ _____
23	Furnish and install bridge surface reinforcement as specified for the sum of:	LF	155	\$ _____	\$ _____
24	Repair Drainage problem Area 1 as specified for the sum of:	LS	1	\$ _____	\$ _____
25	Repair Drainage problem Area 2 as specified for the sum of:	LS	1	\$ _____	\$ _____
26	Furnish and install irrigation system to Picnic Area as specified for the sum of:	EA	2	\$ _____	\$ _____
27	Furnish and install irrigation system to S-Curve as specified for the sum of:	EA	1	\$ _____	\$ _____

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Bid Unit Price</u>	<u>Bid Price</u>
28	Furnish and install barbed wire fencing as specified for the sum of:	LF	50	\$ _____	\$ _____
29	Furnish and install pipe fencing as specified for the sum of:	LF	100	\$ _____	\$ _____
30	Furnish and install Trail head parking area with striping as specified for the sum of:	LS	1	\$ _____	\$ _____
31	Furnish and install curb stops for Trail head parking area as specified for the sum of:	EA	22	\$ _____	\$ _____

#### **ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees that the Work will be substantially complete within \_\_\_\_ 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 \_\_\_\_ 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: \_\_\_\_\_ (SEAL)

State of Incorporation: \_\_\_\_\_  
Type (General Business, Professional, Service, Limited Liability): \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature – attach evidence of authority to sign)*

Name (typed or printed): \_\_\_\_\_

Title: \_\_\_\_\_  
(CORPORATE SEAL)

Attest: \_\_\_\_\_  
*(Signature of Corporate Secretary)*

Date of Qualification to do business in \_\_\_\_\_ [State Where Project is Located] is  
\_\_\_\_/\_\_\_\_/\_\_\_\_.

Submitted on \_\_\_\_\_, 20\_\_\_\_.

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: \_\_\_\_\_

State Contractor License No. \_\_\_\_\_. (If applicable)





**DATE:** December 10, 2014

**TO:** Prospective Bidders

**FROM:** Eddy Daniel, P.E.

**SUBJECT:** Addendum #3  
Construction of Chaparral Trail Phase III,  
Collin County Open Space Grant Fund

**BID DATE:** Thursday, December 11, 2014, 2:00 P.M., at the Farmersville City Hall  
located at 205 S. Main St, Farmersville, Texas

Enclosed please find the following changes/additions/clarifications to the plans, contract documents and specifications for the City of Farmersville, Chaparral Trail Project:

1. In addition to the work specified on the plans sheets, Item #19 trail lighting shall include the trenching and installation of 600 L.F. of 2-inch PVC conduit and the removal of existing aluminum conductors and the installation of 3,200 L.F. of three each #6 THHN Copper conductors (total #6 THHN required – 9,600 L.F.).

If you should have any questions please feel free to contact me at 972-784-7777.

**BID FORM (REVISED 12-10-14)**

**Construction of the Chaparral Trail, Phase III  
Located in Farmersville, Texas  
City of Farmersville  
Collin County, Texas**

**TABLE OF ARTICLES**

	Page
Article 1 – Bid Recipient.....	1
Article 2 – Bidder’s Acknowledgements .....	1
Article 3 – Bidder’s Representations.....	1
Article 4 – Further Representations.....	2
Article 5 – Basis of Bid .....	3
Article 6 – Time of Completion .....	5
Article 7 – Attachments To This Bid .....	5
Article 8 – Defined Terms.....	5
Article 9 – Bid Submittal.....	6

**ARTICLE 1 – BID RECIPIENT**

**1.01 This Bid is submitted to:**

City of Farmersville  
205 S Main Street  
Farmersville, TX 75442  
972-782-6151

**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.**

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>#1</u>	<u>11.25.14</u>
<u>#2</u>	<u>12.02.14</u>
<u>#3</u>	<u>12.10.14</u>

**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 decomposed granite trail as specified for the sum of:	LF	900	\$ <u>33<sup>-</sup></u>	\$ <u>29,700<sup>-</sup></u>
2	Repair trail asphalt cracks for 0.75 mile as specified for the sum of:	LS	1	\$ <u>8,000<sup>-</sup></u>	\$ <u>8,000<sup>-</sup></u>
3	Furnish and install 4" PVC C900 waterline with appurtenances as specified for the sum of:	LF	5,000	\$ <u>15<sup>-</sup></u>	\$ <u>75,000<sup>-</sup></u>
4	Furnish and install county road bore for 4" waterline with 8" SCH 40 PVC casing as specified for the sum of:	LF	50	\$ <u>116<sup>-</sup></u>	\$ <u>5,800<sup>-</sup></u>
5	Furnish and install creek bore with 6" steel casing as specified for the sum of:	LF	100	\$ <u>166<sup>-</sup></u>	\$ <u>16,600<sup>-</sup></u>
6	Furnish and install Dumor Bench Model 58-60 as specified for the sum of:	EA	11	\$ <u>1,400<sup>-</sup></u>	\$ <u>15,400<sup>-</sup></u>
7	Furnish and install Dumor Trash Receptacle 84-32 with shield as specified for the sum of:	EA	11	\$ <u>1,200<sup>-</sup></u>	\$ <u>13,200<sup>-</sup></u>
8	Furnish and install Trail Kiosk as specified for the sum of:	EA	3	\$ <u>5,200<sup>-</sup></u>	\$ <u>15,600<sup>-</sup></u>
9	Furnish and install TxDOT handrail as specified for the sum of:	LF	115	\$ <u>138<sup>-</sup></u>	\$ <u>15,870<sup>-</sup></u>
10	Furnish and install street sign as specified for the sum of:	EA	1	\$ <u>240<sup>-</sup></u>	\$ <u>240<sup>-</sup></u>
11	Furnish and install road crossing with signage and pedestrian striping as specified for the sum of:	EA	7	\$ <u>1,200<sup>-</sup></u>	\$ <u>8,400<sup>-</sup></u>
12	Furnish and Install 0.08" aluminum sign backing to existing trail monument as specified for the sum of:	EA	2	\$ <u>880<sup>-</sup></u>	\$ <u>1,760<sup>-</sup></u>
13	Furnish and install new standard bollards as specified for the sum of:	EA	90	\$ <u>480<sup>-</sup></u>	\$ <u>43,200<sup>-</sup></u>
14	Furnish and install new removable bollards as specified for the sum of:	EA	40	\$ <u>1,100<sup>-</sup></u>	\$ <u>44,000<sup>-</sup></u>
15	Remove existing bollards as specified for the sum of:	EA	52	\$ <u>50<sup>-</sup></u>	\$ <u>2,600<sup>-</sup></u>

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
16	Furnish and install Chaparral Trail Sign Blade as specified for the sum of	EA	7	\$ <u>280<sup>-</sup></u>	\$ <u>1,960<sup>-</sup></u>
17	Furnish and install curb stops for Trail head parking area as specified for the sum of:	EA	3	\$ <u>100<sup>-</sup></u>	\$ <u>300<sup>-</sup></u>
18	Project mobilization and overhead, for the sum of:	LS	1	\$ <u>36,000<sup>-</sup></u>	\$ <u>36,000<sup>-</sup></u>
Total of All Base Bid Prices (1 thru 18)					(\$ <u>333,630<sup>-</sup></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. This project is a unit price bid. Quantities may be adjusted and/or deleted by the Owner to accommodate available funds. All items shall be bid accordingly.

Add/alternate bid items:

Bidders shall provide additive pricing below for additional items which may be constructed pending available funds. Except where shown as lump sum all items shall be bid as unit prices. Quantities are shown for comparison only. More or less of each item may be approved.

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
19	Furnish and install lighting as specified for the sum of:	EA	52	\$ <u>2,665<sup>-</sup></u>	\$ <u>138,580<sup>-</sup></u>
20	Furnish and install city limits sign as specified for the sum of:	EA	1	\$ <u>380<sup>-</sup></u>	\$ <u>380<sup>-</sup></u>
21	Furnish and install county line sign as specified for the sum of:	EA	1	\$ <u>460<sup>-</sup></u>	\$ <u>460<sup>-</sup></u>
22	Remove/replace mile markers as specified for the sum of:	EA	8	\$ <u>460<sup>-</sup></u>	\$ <u>3,680<sup>-</sup></u>
23	Furnish and install bridge surface reinforcement as specified for the sum of:	LF	155	\$ <u>466<sup>-</sup></u>	\$ <u>72,230<sup>-</sup></u>
24	Repair Drainage problem Area 1 as specified for the sum of:	LS	1	\$ <u>2,200<sup>-</sup></u>	\$ <u>2,200<sup>-</sup></u>
25	Repair Drainage problem Area 2 as specified for the sum of:	LS	1	\$ <u>4,600<sup>-</sup></u>	\$ <u>4,600<sup>-</sup></u>
26	Furnish and install irrigation system to Picnic Area as specified for the sum of:	EA	2	\$ <u>5,000<sup>-</sup></u>	\$ <u>10,000<sup>-</sup></u>
27	Furnish and install irrigation system to S-Curve as specified for the sum of:	EA	1	\$ <u>4,400<sup>-</sup></u>	\$ <u>4,400<sup>-</sup></u>

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Price
28	Furnish and install barbed wire fencing as specified for the sum of:	LF	50	\$ <u>12<sup>-</sup></u>	\$ <u>600<sup>-</sup></u>
29	Furnish and install pipe fencing as specified for the sum of:	LF	100	\$ <u>48<sup>-</sup></u>	\$ <u>4800<sup>-</sup></u>
30	Furnish and install Trail head parking area with striping as specified for the sum of:	LS	1	\$ <u>18,000<sup>-</sup></u>	\$ <u>18,000<sup>-</sup></u>
31	Furnish and install curb stops for Trail head parking area as specified for the sum of:	EA	22	\$ <u>100<sup>-</sup></u>	\$ <u>2,200<sup>-</sup></u>

#### ARTICLE 6 - TIME OF COMPLETION

*BASE BID: 92 CALENDAR DAYS  
BASE & ALL ALTS: 162 CALENDAR DAYS*

- 6.01 Bidder agrees that the Work will be substantially complete within 102 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 102 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; *TBD*
- C. List of Proposed Suppliers; *AS SPECIFIED*
- D. List of Project References. *ATTACHED*

#### 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.

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: \_\_\_\_\_

State Contractor License No. \_\_\_\_\_ (If applicable)

**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: Cole Construction Inc. (SEAL)

State of Incorporation: TX

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

By: \_\_\_\_\_  
(Signature – attach evidence of authority to sign)

Name (typed or printed): Kenneth L. Thorne

Title: President

(CORPORATE SEAL)

Attest: \_\_\_\_\_  
(Signature of Corporate Secretary)

Date of Qualification to do business in TEXAS [State Where Project is Located] is  
\_\_\_\_\_.

Submitted on 12.11.14, 2014.



# THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Cole Construction, Inc.

10315 Alta Vista Road

Keller

TX

76248

as Principal, hereinafter called the Principal, and RLI Insurance Company

9025 N. Lindbergh Drive

Peoria

IL

61615

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Farmersville, TX

TX

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Greatest Amount Bid

Dollars (\$ 5% GAB ),

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 Chaparral Trail Phase III

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, 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.

Signed and sealed this 11th day of December, 2014

Cole Construction, Inc.

(Principal)

(Seal)

By: 

(Title)

  
(Witness)

RLI Insurance Company

(Surety)

(Seal)

By: 

Attorney-in-Fact Jack M. Crowley

(Title)



P.O. Box 3967 | Peoria, IL 61612-3967  
Phone: (800)645-2402 | Fax: (309)689-2036

# POWER OF ATTORNEY

## RLI Insurance Company

### Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company**, a Illinois corporation, and/or **Contractors Bonding and Insurance Company**, a Washington corporation (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Jack M. Crowley, Steven Foster, Marie Perryman, jointly or severally

in the City of Addison, State of Texas, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

**RLI Insurance Company** and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 2nd day of June, 2014.

State of Illinois }  
County of Peoria }

SS



**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

Roy C. Die

Vice President

#### CERTIFICATE

On this 2nd day of June, 2014, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, and/or **Contractors Bonding and Insurance Company**, a Washington corporation, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 11th day of December, 2014.

Jacqueline M. Bockler

Notary Public



**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

Roy C. Die

Vice President

Dated: December 16, 2014

EJCDC C-510 Suggested Bid Form for Construction Contracts  
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510-1

## CONTRACT AGREEMENT

THIS AGREEMENT is by and between City of Farmersville

(Owner) and Cole Construction Inc.

(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 the Chaparral Trail Phase III.

### 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 the Chaparral Trail Phase III.

### 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 102 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 102 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 decomposed granite trail as specified for the sum of:	LF	900	\$33.00	\$29,700.00
2	Repair trail asphalt cracks for 0.75 mile as specified for the sum of:	LS	1	\$8,000.00	\$8,000.00
3	Furnish and install 4" PVC C900 waterline with appurtenances as specified for the sum of:	LF	5,000	\$15.00	\$75,000.00
4	Furnish and install county road bore for 4" waterline with 8" SCH 40 PVC casing as specified for the sum of:	LF	50	\$116.00	\$5,800.00
5	Furnish and install creek bore with 6" steel casing as specified for the sum of:	LF	100	\$166.00	\$16,600.00
6	Furnish and install Dumor Bench Model 58-60 as specified for the sum of:	EA	11	\$1,400.00	\$15,400.00
7	Furnish and install Dumor Trash Receptacle 84-32 with shield as specified for the sum of:	EA	11	\$1,200.00	\$13,200.00
8	Furnish and install Trail Kiosk as specified for the sum of:	EA	3	\$5,200.00	\$15,600.00
9	Furnish and install TxDOT handrail as specified for the sum of:	LF	115	\$138.00	\$15,870.00
10	Furnish and install street sign as specified for the sum of:	EA	1	\$240.00	\$240.00
11	Furnish and install road crossing with signage and pedestrian striping as specified for the sum of:	EA	7	\$1,200.00	\$8,400.00

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated</u>
12	Furnish and install 0.08" aluminum sign backing to existing trail monument as specified for the sum of:	EA	2	\$880.00	\$1,760.00
13	Furnish and install new standard bollards as specified for the sum of:	EA	90	\$480.00	\$43,200.00
14	Furnish and install new removable bollards as specified for the sum of:	EA	40	\$1,100.00	\$44,000.00
15	Remove existing bollards as specified for the sum of:	EA	52	\$50.00	\$2,600.00
16	Furnish and install Chaparral Trail Sign Blade as specified for the sum of:	EA	7	\$280.00	\$1,960.00
17	Furnish and install curb stops for Trail head parking area as specified for the sum of:	EA	3	\$100.00	\$300.00
18	Project mobilization and overhead, for the sum of:	LS	1	\$36,000.00	\$36,000.00
Total of All Estimated Prices (Words)		Three hundred thirty three thousand six hundred thirty and 00/100 Dollars			
Total of All Bid Prices		\$333,630.00			

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 7, 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 611-1 to 611-1, inclusive).
  - a. Maintenance Bond (pages 611-1 to 611-1, 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 1 to 3, 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 \_\_\_\_\_, \_\_\_\_\_ (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:

Cole Construction Inc.

By: \_\_\_\_\_

Title: \_\_\_\_\_

[CORPORATE SEAL]

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

10315 Alta Vista Road

Fort Worth, Texas 76244

817-431-9636

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: \_\_\_\_\_

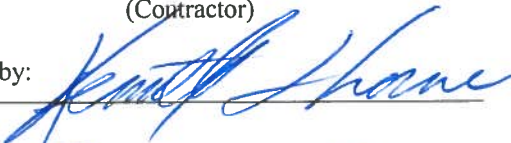


Project: <b>Construction of the Chaparral Trail, Phase III</b>	Owner: <b>City of Farmersville</b>	Owner's Contract No.:
Contract:		Engineer's Project No.:
Contractor: <b>Cole Construction Inc.</b>		
Contractor's Address: [send Certified Mail, Return Receipt Requested]		
<b>10315 Alta Vista Road</b>		
<b>Fort Worth, Texas 76244</b>		

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 102, and the number of days to achieve readiness for final payment is 102.

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]:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<b>Cole Construction, Inc.</b>	<b>City of Farmersville</b>
_____ (Contractor)	_____ Owner
Received by: 	Given by: _____
 _____ (Title)	_____ Authorized Signature
 _____ (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): Cole Construction, Inc.  
10315 Alta Vista Road  
Fort Worth, TX 76244

SURETY (Name and Address of Principal Place of  
RLI Insurance Company  
PO Box 3967  
Peoria, IL 61612

OWNER (Name and Address):  
City of Farmersville, TX  
205 S Main Street  
Farmersville, TX 75442

## CONTRACT

Date:  
Amount: \$333,630.00  
Description (Name and Location): Construction of the Chaparral Trail Phase III  
Farmersville, TX

## BOND

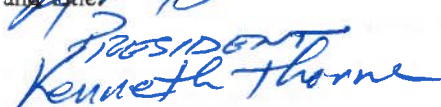
Bond Number: SSB0422088  
Date (Not earlier than Contract Date):  
Amount: \$336,630.00  
Modifications to this Bond Form: None

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: Cole Construction, Inc.

Signature:  (Seal)  
Name and Title:

  
PRESIDENT  
Kenneth Thorne

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

## CONTRACTOR AS PRINCIPAL

Company:

Signature: \_\_\_\_\_ (Seal)  
Name and Title:

## SURETY

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

By:   
Signature and Title Jack M. Crowley  
(Attach Power of Attorney) Attorney in Fact

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

972-385-9800

Surety Agency or Broker Willis of Texas, Inc./15305 N Dallas Pkwy, #1100, Addison, TX 75001  
Owner's Representative (engineer or other party)



P.O. Box 3967 | Peoria, IL 61612-3967  
Phone: (800)645-2402 | Fax: (309)689-2036

# POWER OF ATTORNEY

## RLI Insurance Company

### Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company**, a Illinois corporation, and/or **Contractors Bonding and Insurance Company**, a Washington corporation (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Jack M. Crowley, Steven Foster, Marie Perryman, jointly or severally

in the City of Addison, State of Texas, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

**RLI Insurance Company** and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 2nd day of June, 2014.

State of Illinois

County of Peoria

} SS



**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

Roy C. Die

Vice President

#### CERTIFICATE

On this 2nd day of June, 2014, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, and/or **Contractors Bonding and Insurance Company**, a Washington corporation, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this \_\_\_\_\_, day of \_\_\_\_\_, \_\_\_\_\_.

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

Roy C. Die

Vice President

Jacqueline M. Bockler  
Jacqueline M. Bockler Notary Public





# PAYMENT BOND

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

CONTRACTOR (Name and Address):

Cole Construction, Inc.  
10315 Alta Vista, Fort Worth, TX  
OWNER (Name and Address): 76244

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

RLI Insurance Company  
PO Box 3967  
Peoria, IL 61612

## CONTRACT

Date:

Amount: \$333,630.00

Description (Name and Location): Construction of the Chaparral Trail Phase III

## BOND

Bond Number: SSB0422088

Date (Not earlier than Contract Date):

Amount: \$333,630.00

Modifications to this Bond Form: None

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: Cole Construction, Inc.

Signature:  (Seal)  
Name and Title: PRESIDENT  
Kenneth L. Home

(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 Jack M. Crowley  
(Attach Power of Attorney) Attorney in Fact

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

972-385-9800

Surety Agency or Broker: Willis of Texas, INC. 15305 N Dallas Pkwy, #1100, Addison, TX 75001

Owner's Representative (engineer or other party):





P.O. Box 3967 | Peoria, IL 61612-3967  
Phone: (800)645-2402 | Fax: (309)689-2036

# POWER OF ATTORNEY

## RLI Insurance Company

### Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company**, a Illinois corporation, and/or **Contractors Bonding and Insurance Company**, a Washington corporation (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Jack M. Crowley, Steven Foster, Marie Perryman, jointly or severally

in the City of Addison, State of Texas, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

**RLI Insurance Company** and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 2nd day of June, 2014.

State of Illinois }  
County of Peoria }

SS



**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

Roy C. Die

Vice President

#### CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, and/or **Contractors Bonding and Insurance Company**, a Washington corporation, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

Roy C. Die

Vice President

Jacqueline M. Bockler  
Jacqueline M. Bockler Notary Public



# 00611 MAINTENANCE BOND

Bond SSB0422088

STATE OF TEXAS  
COUNTY OF COLLIN

KNOW ALL MEN BY THESE PRESENTS:

That Cole 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 10315 Alta Vista Road of the City of Fort Worth County of Tarrant, and State of Texas (hereinafter referred to as "Principal"), and RLI Insurance Company (hereinafter referred to as "Surety", a corporation organized under the laws of the State of Illinois 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 Framersville, TX (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 Three Hundred Thirty Six Thousand\* Dollars (\$336,630.00) 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 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 ONE 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

Eileen Banks

PRINCIPAL

Kenneth Thomas  
Printed/Typed Name Kenneth Thomas  
Title: PRESIDENT  
Company: Cole Construction, Inc.

Address: 10315 Alta Vista Road  
Fort Worth, TX 76244

SURETY

Jack M Crowley  
Printed/Typed Name Jack M Crowley  
Title: Attorney in Fact  
Company: RLI Insurance Company

Address: PO Box 3967  
Peoria, IL 61612

WITNESS

Mark

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

Name: Willis of Texas, Inc.  
Address: 15305 N Dallas Pkwy, #1100, Addison, TX 75001  
Phone Number: 972-385-9800

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

Revised 11/2008



P.O. Box 3967 | Peoria, IL 61612-3967  
Phone: (800)645-2402 | Fax: (309)689-2036

# POWER OF ATTORNEY

## RLI Insurance Company

### Contractors Bonding and Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company** and **Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company**, a Illinois corporation, and/or **Contractors Bonding and Insurance Company**, a Washington corporation (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

Jack M. Crowley, Steven Foster, Marie Perryman, jointly or severally

in the City of Addison, State of Texas, as Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

**RLI Insurance Company** and **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of the Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 2nd day of June, 2014.

State of Illinois  
County of Peoria

} SS



**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

Roy C. Die

Vice President

#### CERTIFICATE

On this 2nd day of June, 2014, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, and/or **Contractors Bonding and Insurance Company**, a Washington corporation, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this \_\_\_\_\_ day of \_\_\_\_\_.

Jacqueline M. Bockler  
Jacqueline M. Bockler Notary Public



**RLI Insurance Company**  
**Contractors Bonding and Insurance Company**

Roy C. Die

Vice President



RLI Insurance Company  
P.O. Box 3967 Peoria, IL 61612-3967  
Phone: 309-692-1000 Fax: 309-683-1610

## TEXAS COMPLAINT NOTICE

### IMPORTANT NOTICE

To obtain information or make a complaint

You may call RLI Insurance Company's toll free telephone number for information or to make a complaint at 800-645-2402.

You may also write to RLI Insurance Company at:

9025 N. Lindbergh Drive  
Peoria, IL 61615  
FAX # 309-683-1610

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

You may write the Texas Department of Insurance:

P.O. Box 149104  
Austin, TX 78714-9104  
FAX # (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.state.tx.us](mailto:ConsumerProtection@tdi.state.tx.us)

### PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact RLI Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

### ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/7/2015

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 Willis of Texas, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME: <b>certificates@willis.com</b>	
	PHONE (A/C, No, Ext): <b>(877) 945-7378</b> FAX (A/C, No): <b>(888) 467-2378</b>	
INSURED  Cole Construction, Inc. 10315 Alta Vista Road Ft. Worth, TX 76244	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: <b>Travelers Indemnity Company of CT</b>	<b>25682</b>
	INSURER B: <b>Travelers Property Casualty Insurance Company</b>	<b>36161</b>
	INSURER C: <b>Texas Mutual Insurance Company</b>	<b>22945</b>
	INSURER D:	
INSURER E:		
INSURER F:		

## COVERAGES

## CERTIFICATE NUMBER:

## 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	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	CO 7592R039	09/01/2014	09/01/2015	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>300,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>2,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	BA-7596R39A	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	CUP-8502R976	09/01/2014	09/01/2015	EACH OCCURRENCE \$ <b>5,000,000</b> AGGREGATE \$ <b>5,000,000</b> \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	TSF-0001062730 20140901	09/01/2014	09/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>

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

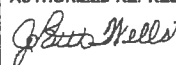
Re: Chaparral Trail Phase III, City of Farmersville.

Named Insureds include: Ray White Road Outside Storage, Sprinkle 'n Sprout

Umbrella Liability follows form of underlying policies.

## 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 



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/7/2015

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).

<b>PRODUCER</b> Willis of Texas, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 37230-5191	<b>CONTACT NAME:</b> certificates@willis.com	
	<b>PHONE (A/C, No, Ext):</b> (877) 945-7378	<b>FAX (A/C, No):</b> (888) 467-2378
<b>INSURED</b>  Cole Construction, Inc. 10315 Alta Vista Road Ft. Worth, TX 76244	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Travelers Indemnity Company of CT	<b>NAIC #</b> 25682
	<b>INSURER B:</b> Travelers Property Casualty Insurance Company	<b>NAIC #</b> 36161
	<b>INSURER C:</b> Texas Mutual Insurance Company	<b>NAIC #</b> 22945
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CO 7592R039	09/01/2014	09/01/2015	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	BA-7596R39A	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS		\$					
	<input type="checkbox"/> NON-OWNED AUTOS		\$					
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	CUP-8502R976	09/01/2014	09/01/2015	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$ 5,000,000
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/>	<input checked="" type="checkbox"/>	TSF-0001062730 20140901	09/01/2014	09/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						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

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

THIS CERTIFICATE VOIDS AND REPLACES PREVIOUSLY ISSUED CERTIFICATE DATED: 1/7/2015

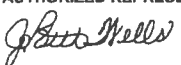
Named Insureds Include: Ray White Road Outside Storage, Sprinkle 'n Sprout

Re: Chaparral Trail Phase III, City of Farmersville.

Umbrella Liability follows form of underlying policies.

## CERTIFICATE HOLDER

## CANCELLATION

Daniel & Brown, Inc. P. O. 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 

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: - -

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## **DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Designated Project(s):**

**Designated Project  
General Aggregate(s):**

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:
1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
  2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
  4. The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

## COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C. Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
    - a. Damages under **Coverage B**; and
    - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.
- E. For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F. The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED (CONTRACTORS)**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part. However, the person or organization is only an additional insured with respect to liability for "bodily injury", "property damage" or "personal injury" and as described in Paragraph **a)**, **b)** or **c)** below, whichever applies:
  - a) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:
    - i. The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or
    - ii. The Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01 and the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies.
  - b) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:
    - i. The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 and the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04; or
    - ii. The Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 and the Additional Insured – Owners, Lessees or Contractors – Completed Op-
  - c) If neither Paragraph **a)** nor **b)** above applies:
    - i. The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and
    - ii. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field or-

ders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- ii. Supervisory, inspection, architectural or engineering activities.
  - c) The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
- a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
    - i. How, when and where the "occurrence" or offense took place;
    - ii. The names and addresses of any injured persons and witnesses; and

iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
    - i. Immediately record the specifics of the claim or "suit" and the date received; and
    - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
  - d) The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in Paragraph 3. above.
5. The following definition is added to SECTION V. – DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

- a. After the signing and execution of the contract or agreement by you; and
- b. While that part of the contract or agreement is in effect.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CONTRACTORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |  |
|---|--|
| A. Aircraft Chartered With Pilot  | H. Blanket Additional Insured – Lessors Of Leased Equipment                |
| B. Damage To Premises Rented To You                                     | I. Blanket Additional Insured – States Or Political Subdivisions – Permits |
| C. Increased Supplementary Payments                                     | J. Knowledge And Notice Of Occurrence Or Offense                           |
| D. Incidental Medical Malpractice                                       | K. Unintentional Omission  |
| E. Who Is An Insured – Newly Acquired Or Formed Organizations           | L. Blanket Waiver Of Subrogation   |
| F. Who Is An Insured – Broadened Named Insured – Unnamed Subsidiaries   | M. Amended Bodily Injury Definition  |
| G. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises | N. Contractual Liability – Railroads                                       |

### PROVISIONS

#### A. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion g., **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- Chartered with a pilot to any insured;
- Not owned by any insured; and
- Not being used to carry any person or property for a charge.

#### B. DAMAGE TO PREMISES RENTED TO YOU

- The first paragraph of the exceptions in Exclusion ~~j., Damage To Property~~, in Paragraph 2. of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
- The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY**

### INJURY AND PROPERTY DAMAGE LIABILITY:

Exclusions c. and g. through n. do not apply to "premises damage". Exclusion f.(1)(a) does not apply to "premises damage" caused by:

- Fire;
- Explosion;
- Lightning;
- Smoke resulting from such fire, explosion, or lightning; or
- Water;

unless Exclusion f. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion – All Pollution Injury Or Damage or Total Pollution Exclusion in its title.

A separate limit of Insurance applies to "premises damage" as described in Paragraph 6. of **SECTION III – LIMITS OF INSURANCE**.

## COMMERCIAL GENERAL LIABILITY

### 3. The following replaces Paragraph 6. of SECTION III – LIMITS OF INSURANCE:

Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
  - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.
4. The following replaces Paragraph a. of the definition of "insured contract" in the DEFINITIONS Section:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
5. The following is added to the DEFINITIONS Section:
- "Premises damage" means "property damage" to:
- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
  - b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.
6. The following replaces Paragraph 4.b.(1)(b) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:
- (b) That is insurance for "premises damage"; or
7. Paragraph 4.b.(1)(c) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is deleted.

### C. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGE:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVERAGES A AND B of SECTION I – COVERAGE:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

### D. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to the definition of "occurrence" in the DEFINITIONS Section:

"Occurrence" also means an act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a.(1) of SECTION II – WHO IS AN INSURED:

Paragraph (1)(d) above does not apply to "bodily injury" arising out of providing or failing to provide:

- (i) "Incidental medical services" by any of your "employees" who is a nurse practitioner, registered nurse, licensed practical nurse, nurse assistant, emergency medical technician or paramedic; or
- (ii) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of SECTION III – LIMITS OF INSURANCE:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

**Sale Of Pharmaceuticals**

"Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the DEFINITIONS Section:

"Incidental medical services" means:

- a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
- b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

6. The following is added to Paragraph 4.b., Excess Insurance, of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance is excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" or "volunteer workers" for "bodily injury" that arises out of providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

**E. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

The following replaces Paragraph 4. of SECTION II – WHO IS AN INSURED:

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or
- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage B does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

**F. WHO IS AN INSURED – BROADENED NAMED INSURED – UNNAMED SUBSIDIARIES**

The following is added to SECTION II – WHO IS AN INSURED:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if you maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such subsidiary.

## COMMERCIAL GENERAL LIABILITY

### G. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
  - (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, lessor or manager.
- c. The insurance provided to such premises owner, manager or lessor is excess over any valid and collectible other insurance available to such premises owner, manager or lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

### H. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal injury" or "advertising injury" caused by an offense that is committed, subsequent to the execution of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits which you agreed to provide in the written contract or agreement, or the limits shown on the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.
- c. The insurance provided to such equipment lessor is excess over any valid and collectible other insurance available to such equipment lessor, whether primary, excess, contingent or on any other basis, unless you have agreed in the written contract or agreement that this insurance must be primary to, or non-contributory with, such other insurance, in which case this insurance will be primary to, and non-contributory with, such other insurance.

### I. BLANKET ADDITIONAL INSURED – STATES OR POLITICAL SUBDIVISIONS – PERMITS

The following is added to SECTION II – WHO IS AN INSURED:

Any state or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required

## COMMERCIAL GENERAL LIABILITY

by any ordinance, law or building code to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to:

- a. Any "bodily injury," "property damage," "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

### J. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2., **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II - Who Is An Insured:
  - (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture or limited liability company) or any "employee" authorized by you to give notice of an "occurrence" or offense.
  - (2) If you are a partnership, joint venture or limited liability company, and none of your partners, joint venture members or managers are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
    - (a) Any individual who is:
      - (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company; or

- (iii) An executive officer or director of any other organization;

that is your partner, joint venture member or manager; or

- (b) Any "employee" authorized by such partnership, joint venture, limited liability company or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or of an offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this Coverage Part includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

### K. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect ~~additional premium or to exercise our rights of~~ cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

### L. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

## COMMERCIAL GENERAL LIABILITY

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of that contract or agreement.

### M. AMENDED BODILY INJURY DEFINITION

The following replaces the definition of "bodily injury" in the DEFINITIONS Section:

3. "Bodily injury" means bodily injury, mental anguish, mental injury, shock, fright, disability, humiliation, sickness or disease sustained by a person, including death resulting from any of these at any time.

### N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the DEFINITIONS Section:
  - c. Any easement or license agreement;
2. Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**GENERAL DESCRIPTION OF COVERAGE** – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- |   |   |
|---|---|
| <b>A. BROAD FORM NAMED INSURED</b>                                  | <b>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</b>  |
| <b>B. BLANKET ADDITIONAL INSURED</b>                                | <b>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</b> |
| <b>C. EMPLOYEE HIRED AUTO</b>                                       | <b>J. PERSONAL EFFECTS</b>  |
| <b>D. EMPLOYEES AS INSURED</b>                                      | <b>K. AIRBAGS</b>   |
| <b>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</b>                 | <b>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</b>                    |
| <b>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</b> | <b>M. BLANKET WAIVER OF SUBROGATION</b>                               |
| <b>G. WAIVER OF DEDUCTIBLE – GLASS</b>                              | <b>N. UNINTENTIONAL ERRORS OR OMISSIONS</b>                           |

### PROVISIONS

#### A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

#### C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

#### B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – LIABILITY COVERAGE:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

## COMMERCIAL AUTO

2. The following replaces Paragraph b. in B.5., Other Insurance, of SECTION IV – BUSINESS AUTO CONDITIONS:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

### D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., Who Is An Insured, of SECTION II – LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

### E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – LIABILITY COVERAGE:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – LIABILITY COVERAGE:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

### F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., Policy Period, Coverage Territory, of SECTION IV – BUSINESS AUTO CONDITIONS:

- (5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

- (a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

- (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

- (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

- (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

- (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.

- (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

- (b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

#### G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph D., Deductible, of SECTION III - PHYSICAL DAMAGE COVERAGE:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

#### H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., Loss Of Use Expenses, of SECTION III - PHYSICAL DAMAGE COVERAGE:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

#### I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph ~~A.4.a., Transportation Expenses,~~ of SECTION III - PHYSICAL DAMAGE COVERAGE:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

#### J. PERSONAL EFFECTS

The following is added to Paragraph A.4., Coverage Extensions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

##### Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

#### K. AIRBAGS

The following is added to Paragraph B.3., Exclusions, of SECTION III - PHYSICAL DAMAGE COVERAGE:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

#### L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV - BUSINESS AUTO CONDITIONS:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

COMMERCIAL AUTO

**M. BLANKET WAIVER OF SUBROGATION**

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - BUSINESS AUTO CONDITIONS**:

**5. Transfer Of Rights Of Recovery Against Others To Us**

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

**N. UNINTENTIONAL ERRORS OR OMISSIONS**

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV - BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

## TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

### Schedule

1. ( ) Specific Waiver  
Name of person or organization

( X ) Blanket Waiver  
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium

The premium charge for this endorsement shall be 2.00 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium INCLUDED, SEE INFORMATION PAGE.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on

at 12:01 A.M. standard time, forms a part of

Policy No. TSF-0001062730 20140901 of the Texas Mutual Insurance Company

Issued to COLE CONSTRUCTION INC

Premium \$

Endorsement No.



Authorized Representative

WC420304A (ED. 1-01-2000)

POLICY NUMBER: C07592R039

ISSUE DATE:

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED ENTITY – NOTICE OF  
CANCELLATION PROVIDED BY US**

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

PERSON OR  
ORGANIZATION:

ANY PERSON OR ORGANIZATION  
CONTINUED ON IL T8 03

**ADDRESS:**

THE ADDRESS FOR THAT PERSON  
CONTINUED ON IL T8 03  
KELLER  
TX  
76248

**PROVISIONS:**

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

POLICY NUMBER: BA 7596R39A

ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED ENTITY – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

### SCHEDULE

CANCELLATION:

Number of Days Notice of Cancellation: 30

PERSON OR  
ORGANIZATION:

SEE CA T8 04

ADDRESS:

KELLER, TX 76248

---

### PROVISIONS:

If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule

above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.



ROBERTS & CROW INC - AGC  
12221 MERIT DR STE 300  
DALLAS, TX 75251-2207

REF: TSF-0001062730  
COLE CONSTRUCTION INC  
10315 ALTA VISTA RD  
User ID:

WASENDRS





WORKERS' COMPENSATION AND EMPLOYERS  
LIABILITY INSURANCE POLICY

WC 99 03 01

GENERAL CHANGE ENDORSEMENT

The policy to which this endorsement is attached is amended as shown below:

ADDED Blanket NOMC, see certificate list

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on **September 1, 2014** at 12:01 A.M. standard time, forms a part of

Policy No. **TSF-0001062730 20140901** of the Texas Mutual Insurance Company

Issued to **COLE CONSTRUCTION INC**

Premium \$ **0.00**

Endorsement No. **1**

Authorized Representative

WC990301 (ED. 1-94)

AGENT'S COPY

WASENDRS

8-27-2014



# WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

## ENDORSEMENT SCHEDULE

EXTENSION OF INFORMATION PAGE

PAGE 2

NAME AND ADDRESS OF INSURED

COLE CONSTRUCTION INC

10315 ALTA VISTA RD

FORT WORTH, TX 76244-6501

POLICY NUMBER

TSF-0001062730 20140901

ISSUE DATE

8-27-2014

ITEM 3D

\*\* ENDORSEMENT SCHEDULE \*\*

STATE	NUMBER	DESCRIPTION	EDITION DATE
42	WC00 00 00B	WORKERS COMPENSATION AND EMPLO	7-01-2011
42	WC00 00 01A	WORKERS COMP/EMPLOYERS LIAB	7-01-2011
42	WC00 04 06	PREMIUM DISCOUNT	1-01-1994
42	WC42 03 01F	TEXAS AMENDATORY	1-01-2000
42	TM-LRC-2008	LIMITED REIMBURSEMENT COVERAGE	1-01-2008
42	PC-2003	POLICY CONDITIONS ENDORSEMENT	3-25-2003
42	TM-MV-2011	MUTUAL ENDORSEMENT FORM	1-01-2012
42	TM-TRIPRA-2008	TERRORISM RISK INSURANCE PROG	1-01-2008
42	TM-TPE-2008	TERRORISM PREMIUM ENDORSEMENT	1-01-2008
42	WC00 03 02	DESIGNATED WORKPLACE EXCLU	1-01-1994
42	WC42 04 04	GROUP PURCHASE OF WORKERS COMP	1-01-1994
42	WC42 04 07	AUDIT PREMIUM ENDORSEMENT	3-23-2002
42	WC42 04 08	NETWORK DISCOUNT	4-15-2006
42	WC42 06 01	TX NOTICE OF MATERIAL CHANGE	1-01-1994
42	WC42 03 04A	TX WAIVER OF RIGHT TO RECOVER	1-01-2000

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on September 1, 2014

at 12:01 A.M. standard time, forms a part of

Policy No. TSF-0001062730 20140901 of the Texas Mutual Insurance Company

Issued to COLE CONSTRUCTION INC

Premium \$ 0.00

NCCI Carrier Code 29939

Endorsement No. 1

Authorized Representative

WC000001A (ED. 7-11)

AGENT'S COPY

WASENDRS

8-27-2014

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice: 30

2. Notice will be mailed to:

PER LIST ON FILE

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on September 1, 2014 at 12:01 A.M. standard time, forms a part of

Policy No. TSF-0001062730 20140901 of the Texas Mutual Insurance Company

Issued to COLE CONSTRUCTION INC

Premium \$ 0.00

Endorsement No. 1



Authorized Representative

# 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  
*a practice division of the*  
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

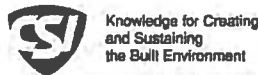
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AMERICAN SOCIETY OF CIVIL ENGINEERS

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Construction Specifications Institute

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These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

## TABLE OF CONTENTS

### Page

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY .....	6
1.01 <i>Defined Terms</i> .....	6
1.02 <i>Terminology</i> .....	8
ARTICLE 2 - PRELIMINARY MATTERS .....	9
2.01 <i>Delivery of Bonds and Evidence of Insurance</i> .....	9
2.02 <i>Copies of Documents</i> .....	9
2.03 <i>Commencement of Contract Times; Notice to Proceed</i> .....	9
2.04 <i>Starting the Work</i> .....	9
2.05 <i>Before Starting Construction</i> .....	9
2.06 <i>Preconstruction Conference</i> .....	9
2.07 <i>Initial Acceptance of Schedules</i> .....	9
ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE .....	10
3.01 <i>Intent</i> .....	10
3.02 <i>Reference Standards</i> .....	10
3.03 <i>Reporting and Resolving Discrepancies</i> .....	10
3.04 <i>Amending and Supplementing Contract Documents</i> .....	11
3.05 <i>Reuse of Documents</i> .....	11
3.06 <i>Electronic Data</i> .....	11
ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS .....	11
4.01 <i>Availability of Lands</i> .....	11
4.02 <i>Subsurface and Physical Conditions</i> .....	12
4.03 <i>Differing Subsurface or Physical Conditions</i> .....	12
4.04 <i>Underground Facilities</i> .....	13
4.05 <i>Reference Points</i> .....	13
4.06 <i>Hazardous Environmental Condition at Site</i> .....	13
ARTICLE 5 - BONDS AND INSURANCE .....	14
5.01 <i>Performance, Payment, and Other Bonds</i> .....	14
5.02 <i>Licensed Sureties and Insurers</i> .....	15
5.03 <i>Certificates of Insurance</i> .....	15
5.04 <i>Contractor's Liability Insurance</i> .....	15
5.05 <i>Owner's Liability Insurance</i> .....	16
5.06 <i>Property Insurance</i> .....	16
5.07 <i>Waiver of Rights</i> .....	17
5.08 <i>Receipt and Application of Insurance Proceeds</i> .....	17
5.09 <i>Acceptance of Bonds and Insurance; Option to Replace</i> .....	17
5.10 <i>Partial Utilization, Acknowledgment of Property Insurer</i> .....	18
ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES .....	18
6.01 <i>Supervision and Superintendence</i> .....	18
6.02 <i>Labor; Working Hours</i> .....	18
6.03 <i>Services, Materials, and Equipment</i> .....	18
6.04 <i>Progress Schedule</i> .....	18
6.05 <i>Substitutes and "Or-Equals"</i> .....	19
6.06 <i>Concerning Subcontractors, Suppliers, and Others</i> .....	20
6.07 <i>Patent Fees and Royalties</i> .....	21
6.08 <i>Permits</i> .....	21
6.09 <i>Laws and Regulations</i> .....	21
6.10 <i>Taxes</i> .....	22
6.11 <i>Use of Site and Other Areas</i> .....	22
6.12 <i>Record Documents</i> .....	22
6.13 <i>Safety and Protection</i> .....	22
6.14 <i>Safety Representative</i> .....	23

6.15	<i>Hazard Communication Programs</i> .....	23
6.16	<i>Emergencies</i> .....	23
6.17	<i>Shop Drawings and Samples</i> .....	23
6.18	<i>Continuing the Work</i> .....	24
6.19	<i>Contractor's General Warranty and Guarantee</i> .....	24
6.20	<i>Indemnification</i> .....	24
6.21	<i>Delegation of Professional Design Services</i> .....	25
ARTICLE 7 - OTHER WORK AT THE SITE .....		25
7.01	<i>Related Work at Site</i> .....	25
7.02	<i>Coordination</i> .....	26
7.03	<i>Legal Relationships</i> .....	26
ARTICLE 8 - OWNER'S RESPONSIBILITIES .....		26
8.01	<i>Communications to Contractor</i> .....	26
8.02	<i>Replacement of Engineer</i> .....	26
8.03	<i>Furnish Data</i> .....	26
8.04	<i>Pay When Due</i> .....	26
8.05	<i>Lands and Easements; Reports and Tests</i> .....	26
8.06	<i>Insurance</i> .....	26
8.07	<i>Change Orders</i> .....	26
8.08	<i>Inspections, Tests, and Approvals</i> .....	26
8.09	<i>Limitations on Owner's Responsibilities</i> .....	27
8.10	<i>Undisclosed Hazardous Environmental Condition</i> .....	27
8.11	<i>Evidence of Financial Arrangements</i> .....	27
ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION .....		27
9.01	<i>Owner's Representative</i> .....	27
9.02	<i>Visits to Site</i> .....	27
9.03	<i>Project Representative</i> .....	27
9.04	<i>Authorized Variations in Work</i> .....	27
9.05	<i>Rejecting Defective Work</i> .....	27
9.06	<i>Shop Drawings, Change Orders and Payments</i> .....	28
9.07	<i>Determinations for Unit Price Work</i> .....	28
9.08	<i>Decisions on Requirements of Contract Documents and Acceptability of Work</i> .....	28
9.09	<i>Limitations on Engineer's Authority and Responsibilities</i> .....	28
ARTICLE 10 - CHANGES IN THE WORK; CLAIMS .....		28
10.01	<i>Authorized Changes in the Work</i> .....	28
10.02	<i>Unauthorized Changes in the Work</i> .....	29
10.03	<i>Execution of Change Orders</i> .....	29
10.04	<i>Notification to Surety</i> .....	29
10.05	<i>Claims</i> .....	29
ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK.....		30
11.01	<i>Cost of the Work</i> .....	30
11.02	<i>Allowances</i> .....	31
11.03	<i>Unit Price Work</i> .....	31
ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES .....		32
12.01	<i>Change of Contract Price</i> .....	32
12.02	<i>Change of Contract Times</i> .....	33
12.03	<i>Delays</i> .....	33
ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK.....		33
13.01	<i>Notice of Defects</i> .....	33
13.02	<i>Access to Work</i> .....	33
13.03	<i>Tests and Inspections</i> .....	33
13.04	<i>Uncovering Work</i> .....	34
13.05	<i>Owner May Stop the Work</i> .....	34
13.06	<i>Correction or Removal of Defective Work</i> .....	34
13.07	<i>Correction Period</i> .....	34
13.08	<i>Acceptance of Defective Work</i> .....	35
13.09	<i>Owner May Correct Defective Work</i> .....	35
ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION .....		36
14.01	<i>Schedule of Values</i> .....	36
14.02	<i>Progress Payments</i> .....	36

14.03	<i>Contractor's Warranty of Title</i> .....	37
14.04	<i>Substantial Completion</i> .....	37
14.05	<i>Partial Utilization</i> .....	38
14.06	<i>Final Inspection</i> .....	38
14.07	<i>Final Payment</i> .....	38
14.08	<i>Final Completion Delayed</i> .....	39
14.09	<i>Waiver of Claims</i> .....	39
ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION .....		39
15.01	<i>Owner May Suspend Work</i> .....	39
15.02	<i>Owner May Terminate for Cause</i> .....	39
15.03	<i>Owner May Terminate For Convenience</i> .....	40
15.04	<i>Contractor May Stop Work or Terminate</i> .....	40
ARTICLE 16 - DISPUTE RESOLUTION .....		41
16.01	<i>Methods and Procedures</i> .....	41
ARTICLE 17 - MISCELLANEOUS .....		41
17.01	<i>Giving Notice</i> .....	41
17.02	<i>Computation of Times</i> .....	41
17.03	<i>Cumulative Remedies</i> .....	41
17.04	<i>Survival of Obligations</i> .....	41
17.05	<i>Controlling Law</i> .....	41
17.06	<i>Headings</i> .....	41



## GENERAL CONDITIONS

### ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

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#### 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

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##### 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.

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## ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

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### 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

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### 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

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### 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

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#### 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

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### 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**

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*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

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### 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 Totalled 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-black 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 001  
SPECIAL SPECIFICATIONS**

**ARTICLE 1 – GENERAL**

- 1.01 This section includes the material and installation requirements for stabilized decomposed granite trails.

**ARTICLE 2 – MATERIALS**

**2.01 DECOMPOSED GRANITE**

- A. Decomposed Granite shall meet the following specification: Sieve Analysis Percentage of Weight Passing a Square Mesh Sieve AASHTO T11-82 and T27-82

**1/4" MINUS AGGREGATE GRADATION**

U.S. Sieve No.	Percent Passing by Weight
# 3/8"	100
# 4	90 – 100
# 8	75 – 80
# 16	55 – 65
# 30	40 – 50
# 50	25 – 35
# 100	15 – 20
# 200	10 – 15

- B. The decomposed granite shall be of a color that will match the color of granite installed on Phase II of the Chaparral Trail. Existing decomposed granite was supplied from Marble Falls, TX.
- C. The decomposed granite supplier shall be identified and a sample shall be submitted for pre-approval prior to delivery.

**2.02 BINDING MATERIAL**

- A. The binder/solidifying agent shall be "STABILIZER" by Stabilizer Solutions Inc. or approved equal.
1. Approximately 15 Lbs. of "STABILIZER" is required per ton of aggregate.
  2. 25 to 45 gallons of water per ton of "STABILIZER" aggregate mix is required for activation.

**2.03 SOIL STERILIZER**

- A. Soil sterilizer shall be standard, quick-acting, short lived, and non-selective weed and grass killer, commonly used under road/transportation projects.



## 2.04 Removable Pipe Bollards

- A. Removable bollards shall be Ironsmith Removable Bollard 9000R-6 or approved equal

## ARTICLE 3 – SITE PREPARATION

### 3.01 CLEARING ZONES

- A. Clearing Zone – All brush and trees within 12.5' of the centerline of the trail shall be cleared regardless of type or size
- B. Selective Clearing Zone – All brush and trees within 20' of the centerline of the trail and smaller than 6" in trunk diameter shall be cleared. Trees that are included in the following list shall remain regardless of size:

Alligator Juniper	Chittamwood	Pecan	Star Magnolia
American Elm	Crabapple	Pond Cypress	Sweetgum
Arizona Cypress	Crape Myrtle	Possumhaw Holly	Sycamore
Austrian Pine	Dawn Redwood	Post Oak	Texas Ash
Bald Cypress	Eastern Red Cedar	Red Maple	Texas Buckeye
Black Jack Oak	Eldarica Pine	Redbud	Texas Hickory
Burr Oak	Eve's Necklace	Rough Leaf	Texas Persimmon
Caddo Maple	Gingko	Dogwood	Texas Red Oak
Callery Pear	Golden Raintree	Rusty Blackhaw	Walnut
Carolina Buckthorn	Hawthorn	Saucer magnolia	Water Oak
Cedar Elm	Hickory	Shantung Maple	Western Soapberry
Cherry Laurel	Lacebark Elm	Shumard Red Oak	Winged Elm
Chinese Pistachio	Live Oak	Smoketree	Yaupon Holly
Chinquapin Oak	Mexican Plum	Southern Magnolia	

- C. Minimal Clearing Zone – Clearing shall be minimized to only what is necessary for trail installation. Trimming and selective clearing within 15' of the centerline of the trail shall still be required in these areas
- D. All limbs and branches that extend into the clearing zone shall be trimmed to a height of 9'. If a tree is limbed significantly on the cleared side, and there are opposite limbs left on the other side, these limbs shall be removed so that the form of the tree is balanced
- E. The site shall be cleared of large trash and debris prior to construction. All such materials shall be removed from the site and disposed of in an acceptable manner.

## ARTICLE 4 – INSTALLATION OF DECOMPOSED GRANITE TRAIL

### 4.01 SUBGRADE PREPARATION

- A. Trail shall be installed on top of existing railroad bed unless otherwise specified.
- B. The existing railroad surface shall be smoothed, and leveled in preparation for granite installation. Disturbed areas shall be recompact to 95% standard proctor.

- C. The soil shall be sterilized to prevent vegetation growth. Soil sterilant shall not be applied more than 6 inches beyond the decomposed granite limits.

#### 4.02 DECOMPOSED GRANITE APPLICATION

- A. Prior to placement of granite material, thoroughly combine binder into granite fines to achieve a uniform mixture. Mix decomposed granite, binder, and apply with water per manufacturers recommendations.
- B. Decomposed granite shall be installed in two – 1.5” lifts, compacted to a 3” total depth. It shall be wetted, rolled, and compacted to 95% relative density with a 2% cross slope. Compaction must not begin less than 6 hours after placement, nor more than 48 hours.
- C. Decomposed granite shall be spread uniformly to create a smooth even surface.
- D. Do not install decomposed granite in temperatures under 40F or in rainy conditions.

#### ARTICLE 5 – PROJECT SIGN

- 5.01 Contractor shall provide, install, and maintain a project sign at the construction site for the duration of the project. The sign shall be a min of \_\_\_' x \_\_\_' and contain the following information:

The City of Farmersville  
Chaparral Trail Extension Project, Phase III  
Funding assistance by Collin County 2007 Parks  
and Open Space Bond Program

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## 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.

### 3.2

- D. Dispose of removed obstructions and debris off-site in accordance with local requirements.

#### 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 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.

- Strength: As indicated in applicable specifications or as shown on plans.
- 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

- 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 cementious 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

## CRACK SEALING

### 4.13 Specifications:

4.13.1 **Description.** Clean and seal joints and cracks in roadway surfaces.

4.13.2 **Materials.** Furnish sealant materials in accordance with the Texas Department of Transportation specification Item 300, "Asphalts, Oils, and Emulsions." Furnish an approved fine aggregate.

4.13.3 **Equipment.** Furnish equipment, tools, and machinery for proper prosecution of the work. The rubberized crack seal material shall be capable of being melted and applied by suitable oil jacketed kettle equipped with high pressure pumps, hose, and nozzle at a temperature of 400 degrees F or less. The material shall contain no water or highly volatile matter and shall not be tracked by traffic once cooled to the temperature of the pavement.

All equipment for the handling of all materials and placing of the sealant shall be maintained in good repair and operation condition and subject to the approval of the Collin County Foreman. The Contractor, at no cost to the County, will replace any equipment found to be defective and potentially affecting the quality of the crack seal.

4.13.3.1 **Hot Applied Sealants.** Heat in a double-jacketed heater using heat transfer oil so that no direct flame comes in contact with the shell of the vessel containing the sealing compound. Provide a heater capable of circulating and agitating the sealant during the heating process to achieve a uniform temperature rise and to maintain the desired temperature. Provide gauges to monitor the temperature of the vessel contents and to avoid overheating the material. Provide a heater equipped with a gear-driven asphalt pump with adequate pressure to dispense the sealant.

4.13.3.2 **Cold Applied Sealants.** Provide equipment with adequate pressure to dispense the sealant in a continuous flow.

### 4.13.4 Stockpiling and Storage:

4.13.4.1 **Storage of Rubberized Asphalt Sealant:** The sealant material shall be kept in a clean condition at all times and shall be handled in such a manner that there will be no contamination with foreign matter.

4.13.4.2 **Storage Location:** The Contractor shall be responsible for providing storage locations for materials at no cost to the County.

4.13.5 **Work Methods:** Clean and seal joints and cracks that are 1/16 in. or greater in width. When required, rout or saw joints and cracks. Clean joints and cracks with air blast cleaning or other acceptable methods to a depth of least twice the joint or crack width. Joints and cracks must be free of moisture, vegetation, loose aggregate, and soil before sealing. Dispose of materials removed as directed or approved. Apply sealing material with a pressure nozzle. Completely fill cracks and joints. Squeegee material to no more than 3 in. wide and 1/8 in. above the pavement surface.



No material shall be applied before 8:00 AM and the material must be cooled and able to support traffic without tracking by 4:00 PM. The material shall be applied only when the atmospheric temperature is at least forty degrees F and rising. Also, the material shall not be applied during rainy weather, or when the humidity is 100%. The Contractor shall keep the existing drainage structures open and free from all construction debris. The Contractor is prohibited from discharging any liquid pollutants from equipment onto the roadside.

- 4.13.6 **Measurement:** This item will be measured by the pound. Shoulders wider than 6 ft. are considered additional lanes.
- 4.13.7 **Notification:** In a residential area the Contractor shall be responsible for notifying all residents adjacent to the crack seal project of operations and schedules. Such notice shall be given at least 48 hours before the work begins. Contractor must use a door hanger approved by the Public Works department.
- 4.13.8 **Traffic Control:** It shall be the responsibility of the Contractor to provide adequate traffic control measures, such as barricades, flagmen, cones, etc., to protect the uncured crack seal surface from all types of traffic and provide safety in the construction area. Advanced warning signs and barricades shall be required.
- 4.13.9 **Payment:** The work performed and materials furnished in accordance with this item and measured as provided under "Measurement" will be paid for at the unit price bid for "Routing and Sealing of Cracks" and "Sawing and Sealing of Cracks". This price is full compensation for routing, sawing, cleaning, and sealing joints and cracks; furnishing and placing materials; and equipment, labor, tools, and incidentals.

## **SPECIAL SPECIFICATION**

### **Precast Concrete Curb Stops**

1. **Description.** Furnish and install concrete wheel stops.
2. **Materials.** Wheel stops shall be a minimum of 6 ft. long concrete stops unless otherwise shown on the plans or as approved.
  - A. Minimum concrete strength is equal to Class A concrete.
  - B. For concrete wheel stops provide reinforcing steel conforming to TxDOT Item 440, "Reinforcing Steel." Minimum reinforcing shall be two No. 4 or three No. 3 bars placed longitudinally.
  - C. Submit commercially available wheel stop designs for approval.
3. **Construction.** Anchoring method and anchor rod type shall be as shown on the plans or by approval.
4. **Measurement.** This Item will be measured as each wheel stop.
5. **Payment.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Curb Stops." This price shall be full compensation for furnishing, preparing, hauling and placing all materials, and for all labor, equipment, tools and incidentals.

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## **FLEXIBLE BASE CRUSHED LIMESTONE**

### **PART 1 - GENERAL**

#### **1.1 DESCRIPTION**

- A. This item shall consist of a base course composed of crusher-run broken limestone. The base shall be constructed as specified in one or more courses in conformity with the typical section shown on the Plans, and to the line and grades established by the Engineer.

#### **1.2 MEASUREMENT AND PAYMENT**

- A. Payment for flexible base will be made at the unit price bid in the Proposal. The price shall include preparing and rolling the sub-grade, furnishing and placing the base material, all royalty and freight, hauling and delivery on the street, spreading, shaping, dragging, sprinkling or drying, compacting and finishing; for all manipulation, labor, tools and incidentals necessary to complete the work. Payment will not be made for unauthorized work.

#### **1.3 SUBMITTALS**

- A. The Contractor shall furnish the Engineer with two copies of all test results performed by a pre-approved independent testing laboratory. The documentation shall be specifically for the material that is to be used on the project.

### **PART 2 - PRODUCTS**

#### **2.1 MATERIALS**

- A. The material shall meet the material requirements of TX DOT 247, Type A, Grade 1. The Contractor shall be responsible for insuring that all materials delivered at the job site meet the specifications. The Engineer may require testing or retesting by an acceptable independent testing laboratory of any materials submitted. If this testing indicates the material to be unsatisfactory, the Contractor shall be required to pay for those tests, as well as supply materials which comply with said specifications. The material shall be obtained from pre-approved sources at the time of submittal, shall be crushed, and shall consist of durable particles of stone mixed with pre-approved binding materials. Unless otherwise specified on the Plans the processed material shall meet the following requirements:

1. Test Requirements: The processed material shall meet the following requirements when tested in accordance with procedures as outlined in TX DOT Item 247.

Retained on 1 3/4" sieve	0%
Retained on 7/8" sieve	10% - 35%
Retained on 3/8" sieve	30% - 50%
Retained on 4 mesh sieve	45% - 65%
Retained on 40 mesh sieve	70% - 85%

- a. Liquid Limit: The portion of material passing the 40 mesh sieve shall have a liquid limit of 35 or less, in accordance with TEX-104-E.
- b. Plasticity Index: The portion of material passing the 40 mesh sieve shall have a plasticity index of not less than 4 nor more than 10, in accordance with TEX-106-E.
- c. Abrasion: The crushed stone shall have an abrasion loss of not more than 40% when subjected to the Wet Ball Mill Test, TEX-116-E with a maximum of 20% increase in passing the No. 40 sieve.
- d. Triaxial Test: The crushed stone shall have a minimum compression strength of 45 psi at 0 psi lateral pressure and 175 psi at 15 psi lateral pressure in accordance with TEX-117-E.

## 2.4 EQUIPMENT

- A. All equipment shall be adequate for the purposes intended, meeting the approval of the Engineer prior to the start of work.

## 2.3 TESTING REQUIREMENTS

- A. The Contractor shall have field densities performed on the base for review by the Engineer. These tests shall be taken at points directed by the Engineer with a maximum of one test per construction station. The City will not pay for failing tests.
- B. Testing for required depth will be performed upon completion of the course to the lines and grades specified.

## PART 3 - EXECUTION

### 3.1 PLACING

- A. The flexible base course shall be placed upon a previously approved sub-grade. Immediately before placing the flexible base material, the sub-grade shall be checked for conformance with the Plans and Specifications and any corrections as pre-approved by the Engineer shall be made.
- B. Material deposited upon the sub-grade shall be spread and shaped the same day. The material shall conform to the typical sections as shown on the Plans. All areas and "nests" of segregated coarse or fine materials shall be corrected or removed and replaced with well-graded material. The Contractor shall furnish and apply additional binder to the in-place material, if directed by the Engineer. Such binder material shall be carefully and evenly incorporated with the in-place material by scarifying, harrowing, brooming, or other pre-approved methods.

### 3.2 FINISHING AND COMPACTION

- A. The flexible base course shall be sprinkled as required and rolled until obtaining a uniform compaction and the required density.
- B. Compaction of the flexible base course shall be accomplished with a pneumatic. Rolling shall continue until the base course material has been compacted to ninety five percent (95%)

of the modified density (ASTM D1557). The allowable deviation from optimum moisture content is to +4%.

- C. The shape of the course shall be maintained by blading throughout the entire compacting operation. The completed surface shall be smooth and in conformance with the typical sections shown on Plans and to the established lines and grades. Completed surfaces that deviate in excess of one-fourth (1/4) inch in cross-section and in a length of sixteen (16) feet measured longitudinally shall be connected.
- D. The method of correction shall be by loosening, adding or removing material, and reshaping and recompact by sprinkling and rolling. All irregularities, depressions or weak spots which develop shall be corrected immediately by scarifying the affected areas, adding suitable material as required, and reshaping and recompact by sprinkling and rolling.
- E. When directed by the Engineer the base course may be opened to traffic. The Contractor shall direct and distribute the traffic uniformly over the entire width of the course. During the period traffic is being directed over the course, the surface shall be satisfactorily maintained by the use of blades, drags and other equipment. Maintenance operations shall continue until starting the application of the next course or the surface course.

**END OF SECTION**

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# Curlex® Blankets

## Excelsior Erosion Control Blankets

American Excelsior Company is the inventor of biodegradable erosion control blankets. Developed in the early 60's, Curlex excelsior blankets are specifically designed to actually promote ideal growing conditions for grass seed, while simultaneously protecting topsoil from wind and water erosion. Curlex excelsior blankets have long passed the test of time. By design, Curlex blankets have a built-in swell factor - wet curled excelsior fibers slightly expand in thickness and interlock to form a strong, fiber matrix. This allows the fibers to provide intimate contact with local terrain. Water flow is trained to follow the curled fiber matrix. The roughness of the curled excelsior matrix slows the velocity to a point where gravity takes over, which allows moisture to slowly seep into the topsoil to promote ideal growing conditions.

### MATERIAL CHARACTERISTICS

Curlex blankets consist of unique softly barbed, interlocking, curled, Aspen excelsior fibers. They are weed seed free. Curlex blankets are available with a variety of environmentally sensitive and/or stronger netting types to match job site requirements. We offer a green color-coded plastic netting for applications requiring UV resistance strength and longevity. Our photodegradable QuickMow™ netting is recommended for urban, golf course, and certain roadside projects. It is color-coded white to identify it as a rapid break-down, polypropylene netting designed for use in areas to be mowed. Also available is our FibreNet™ - 100% biodegradable netting - for use in critical environmentally sensitive areas.

Most straight-line fiber blankets draw the line at 270 g/m<sup>2</sup> (.50 lb/yd<sup>2</sup>), but not Curlex. At just under 400 g/m<sup>2</sup> (.75 lb/yd<sup>2</sup>) Curlex blankets bring 50% more erosion control fibers to your job site. Curlex blankets are available in natural Aspen or QuickGRASS® (green). Combine that with a roll that's wider than conventional blankets and you have today's most effective and efficient, multi-purpose degradable erosion control blanket. Curlex excelsior blankets are available individually wrapped or in master packs to allow for mechanical unloading and stacking.

### PERFORMANCE CAPABILITIES

Product	Slopes	Shear Stress Rating
Curlex I	2H:1V & flatter	84 Pa (1.75 lb/ft <sup>2</sup> )
Curlex II	1.5H:1V & flatter	108 Pa (2.25 lb/ft <sup>2</sup> )

### TYPICAL APPLICATIONS

- Highway embankments, ditch bottoms and slopes, bridges, approaches and medians
- Residential, commercial, & industrial developments
- Urban drainage, stream banks, and waterways
- Golf course fairways, roughs, waterways, & drop structures
- Landfill caps, side slopes, and let down structures
- Pipeline right-of-ways

American  
Excelsior  
Company®



Earth Science Division

Arlington, Texas (800) 777-SOIL • [www.curlex.com](http://www.curlex.com)







## SUGGESTED SPECIFICATIONS

### Curlex Single Net (Curlex I)

A specific cut of Great Lakes Aspen curled wood excelsior with 80% six-inch fibers or greater fiber length. It shall be of consistent thickness, with fibers evenly distributed throughout the entire area of the blanket. The top of each blanket shall be covered with photodegradable or biodegradable netting. Material shall not contain any weed seed or chemical additives.

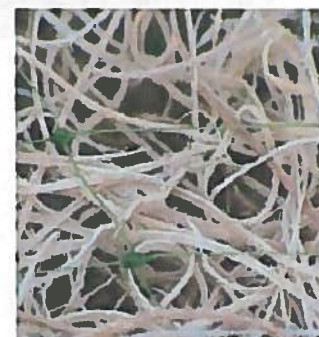


#### Specifications

Recommended Use: Slopes to 2:1, Channel to 7 ft/s, shear stress to 1.75 lb/ft<sup>2</sup>  
Roll Sizes: 4' x 101.25' (45 yd<sup>2</sup>), 8' x 101.25' (90 yd<sup>2</sup>), 12' x 101.25' (135 yd<sup>2</sup>),  
16' x 101.25' (180 yd<sup>2</sup>)  
Standard Weight\*: .73 lb/yd<sup>2</sup>  
Netting Options: Green, QuickMow White (90 day), FibreNet  
Color: Natural Aspen or QuickGRASS Green

### Curlex Double Net (Curlex II)

A specific cut of Great Lakes Aspen curled wood excelsior with 80% six-inch fibers or greater fiber length. It shall be of consistent thickness, with fibers evenly distributed throughout the entire area of the blanket. The top and bottom of each blanket shall be covered with photodegradable or biodegradable netting. Material shall not contain any weed seed or chemical additives.



#### Specifications

Recommended Use: Slopes to 1.5:1, Channels to 9 ft/s, shear stress to 2.25 lb/ft<sup>2</sup>  
Roll Sizes: 4' x 101.25' (45 yd<sup>2</sup>), 8' x 101.25' (90 yd<sup>2</sup>), 12' x 101.25' (135 yd<sup>2</sup>),  
16' x 101.25' (180 yd<sup>2</sup>)  
Standard Weight\*: .73 lb/yd<sup>2</sup>  
Netting Options: Green, QuickMow White (90 day), FibreNet  
Color: Natural Aspen or QuickGRASS Green

\*Weight is based on a dry fiber weight basis at time of manufacture. Baseline moisture content of Great Lakes Aspen Excelsior is 22%.

### Installation

Before installing Curlex blankets, the seedbed shall be inspected by the Owner's Representative to ensure it has been properly compacted and fine graded to remove any existing rills. It shall be free of obstructions, such as tree roots, projections such as stones, and other foreign objects. Grass seed shall match soil conditions to allow for maximum germination, dense vegetation, and a structural root system. Contractor shall proceed when satisfactory conditions are present. After the area has been properly shaped, seeded, fertilized, and compacted, locate the start of the roll, making sure the roll is facing toward the area to be covered, and then roll out the blanket. Blankets shall be rolled out flat, even, and smooth without stretching the material then anchored to the subgrade.

**Slopes:** It is recommended that the blankets be installed in the same direction as the water flow; however, on short slopes it may be more practical to install horizontally across the width of the application. If more than one width is required, simply abut the edges together and secure the blankets with a common row of biodegradable staples, steel staples, or stakes. Overlapping of Curlex excelsior blankets is not required or recommended. An exception is waterway slopes.

**Channels:** Curlex blankets shall be centered to offset a seam in the middle of the waterway. They shall be installed in the same direction as the water flow. The adjoining blankets shall be installed away from the center of channel and concentrated water flow. They shall be secured by a common row of staples. It is usually not necessary to overlap Curlex blankets; however, a 2" shingle type installation shall be used in waterway slopes applications. Curlex blanket installation should continue up the side slopes 3' above the anticipated high water elevation. Flanks exposed to runoff, or sheet flow, must be protected by a check slot or trenched. Curlex blankets shall be trenched at the start of the channel and anchored using a staggered staple pattern at end of roll overlaps and end of roll terminations.

Disclaimer: Curlex is a system for erosion control and re-vegetation on slopes and channels. American Excelsior Company (AEC) believes that the information contained herein to be reliable and accurate for use in erosion control and re-vegetation applications. However, since physical conditions vary from job site to job site and even within a given job site, AEC makes no performance guarantees and assumes no obligation or liability for the reliability or accuracy of information contained herein for the results, safety, or suitability of using Curlex, or for damages occurring in connection with the installation of any erosion control product whether or not made by AEC or its affiliates, except as separately and specifically made in writing by AEC. These specifications are subject to change without notice.

If you would like to receive more information or consult with one of our Customer Care Center Specialists, please call us toll free at (888-352-9582)

PDF download specifications available in the Technical Support Library at [www.curlex.com](http://www.curlex.com)

## **SAMPLE FORMS**

2025/01/15

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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
	Contract: Start TBD, TBD days	
Owner's Contract No:	Contractor's Project No:	Engineer's Project No:

## Application for Payment

## Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS	\$0.00	\$0.00
NET CHANGE BY CHANGE ORDERS		\$0.00

- |    |  |    |      |
|----|--|----|------|
| 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<br>(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<br>(Column G on Progress Estimate + Line 5 above)..... | \$ | 0.00 |

## 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.

Payment of:

**\$0.00**

(Line 8 or other - attach explanation of other amount)

is recommended by:

(Engineer)

(Date)

Payment of:

(Line 8 or other - attach explanation of other amount)

**is approved by:**

(Owner)

(Date)

Approved by:

Funding Agency (if applicable)

                      
(Date)

By: \_\_\_\_\_ Date: \_\_\_\_\_



# Contractor's Application

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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:	
<b>The Contract Documents are modified as follows upon execution of this Change Order:</b>			
Description:			
Attachments: (List documents supporting change):			
<b>Change in Contract Price:</b>		<b>Change in Contract Times</b>	
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 \_\_\_\_\_

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## **LOCATION AND PLAN SHEETS**

# CHAPARRAL TRAIL IMPROVEMENT PROJECT

## PHASE III

### FOR

## THE CITY OF FARMERSVILLE

## COLLIN COUNTY, TEXAS

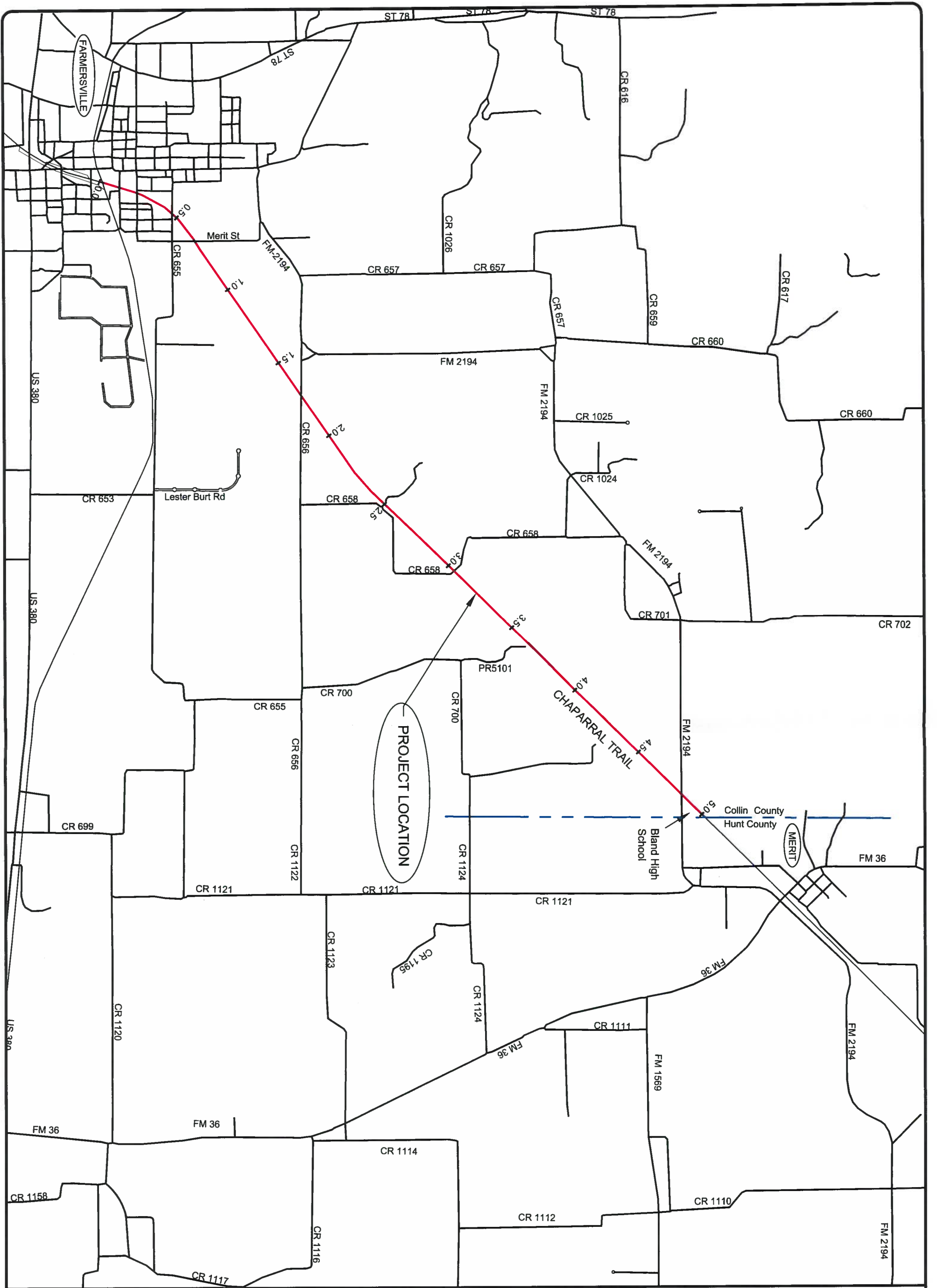
## DECEMBER 2014



**DANIEL & BROWN INC.**  
ENGINEERS/CONSULTANTS/PLANNERS

118 McKinney St. Phone 972-784-7777  
P.O. Box 606 Fax 972-782-7721  
Farmersville, Texas 75442 [www.DBIConsultants.com](http://www.DBIConsultants.com)  
Registration No.: F-002225

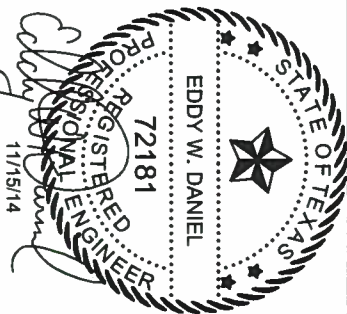




SHEET 1

CHAPARRAL TRAIL EXTENSION PROJECT  
PHASE III  
FOR  
CITY OF FARMERSVILLE  
COLLIN COUNTY, TEXAS

PROJECT LOCATION



**DANIEL & BROWN INC.**  
ENGINEERS/CONSULTANTS/PLANNERS

118 McKinney St.  
P.O. Box 606  
Farmersville, Texas 75442

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DESIGNED: E.W.D.  
DRAWN: M.W.B.

DATE: 11/03/14  
REVISION: B

REGISTRATION NO.: F-002225

FILE: N:\Farmersville City of Rails to Trails\Phase III, Collin Co Open Space\Chaparral Rails to Trails Phase III 7-30-2014



SPECIAL SPECIFICATIONS:

MATERIALS

1. DECOMPOSED GRANITE

- 1.1. THE MATERIAL SHALL COMPLY WITH THE FOLLOWING GRADATION:  
U.S. SIEVE NO. - (PERCENT PASSING BY WEIGHT)

- # 3/8" - (100%)
- # 4 - (90 - 100%)
- # 8 - (75 - 80%)
- # 16 - (55 - 65%)
- # 30 - (40 - 50%)
- # 50 - (25 - 35%)
- # 100 - (15 - 20%)
- # 200 - (10 - 15%)

1.2. BINDING MATERIAL

- 1.2.1. THE BINDER/SOLIDIFYING AGENT WILL BE "STABILIZER" BY STABILIZER SOLUTIONS INC. OR APPROVED EQUAL.

- 1.2.1. APPROXIMATELY 15 LBS OF "STABILIZER" IS REQUIRED PER TON OF AGGREGATE.

- 1.2.2. 25-45 GALLONS OF WATER PER TON OF "STABILIZER" AGGREGATE MIX IS REQUIRED FOR ACTIVATION.

2. SOIL STERILIZER

- 2.1. STERILIZER SHALL BE STANDARD, QUICK-ACTING, SHORT LIVED, AND NON-SELECTIVE WEED AND GRASS KILLER, COMMONLY USED UNDER ROADWAY/TRANSPORTATION PROJECTS.

SITE PREPARATION

3. CLEARING ZONE - ALL BRUSH AND TREES WITHIN 12.5' OF THE CENTERLINE OF THE TRAIL SHALL BE CLEARED REGARDLESS OF TYPE OR SIZE.

4. SELECTIVE CLEARING ZONE - ALL BRUSH AND TREES WITHIN 20' OF THE CENTERLINE OF THE TRAIL AND SMALLER THAN 6" IN TRUNK DIAMETER SHALL BE CLEARED. TREES THAT ARE INCLUDED IN THE FOLLOWING LIST SHALL REMAIN REGARDLESS OF SIZE:

- |                      |                     |                      |                     |
|----------------------|---------------------|----------------------|---------------------|
| • Alligator Juniper  | • Chinquapin Oak    | • Mexican Plum       | • Southern Magnolia |
| • American Elm       | • Chittamwood       | • Pecan              | • Star Magnolia     |
| • Arizona Cypress    | • Crabapple         | • Pond Cypress       | • Sweetgum          |
| • Austrian Pine      | • Crape Myrtle      | • Possumhaw Holly    | • Sycamore          |
| • Bald Cypress       | • Dawn Redwood      | • Post Oak           | • Texas Ash         |
| • Black Jack Oak     | • Eastern Red Cedar | • Red Maple          | • Texas Buckeye     |
| • Burr Oak           | • Eldarica Pine     | • Redbud             | • Texas Hickory     |
| • Caddo Maple        | • Eves Necklace     | • Rough Leaf Dogwood | • Texas Persimmon   |
| • Gallery Pear       | • Gingko            | • Rusty Blackhaw     | • Texas Red Oak     |
| • Carolina Buckthorn | • Golden Raintree   | • Saucer magnolia    | • Walnut            |
| • Cedar Elm          | • Hawthorn          | • Shantung Maple     | • Water Oak         |
| • Cherry Laurel      | • Hickory           | • Shumard Red Oak    | • Western Soapberry |
| • Chinese Pistachio  | • Lacebark Elm      | • Smokeetree         | • Winged Elm        |

5. MINIMAL CLEARING ZONE - CLEARING SHALL BE MINIMIZED TO ONLY WHAT IS NECESSARY FOR TRAIL INSTALLATION. TRIMMING AND SELECTIVE CLEARING WITHIN 20' OF TRAIL CENTERLINE SHALL STILL BE REQUIRED IN THESE AREAS.

6. ALL LIMBS AND BRANCHES THAT EXTEND INTO THE CLEARING ZONE SHALL BE TRIMMED TO A HEIGHT OF 9'. IF A TREE IS LIMBED SIGNIFICANTLY ON THE CLEARED SIDE, AND THERE ARE OPPOSITE LIMBS LEFT ON THE OTHER SIDE, THESE LIMBS SHALL BE REMOVED SO THAT THE FORM OF THE TREE IS BALANCED
7. THE SITE SHALL BE CLEARED OF LARGE TRASH AND DEBRIS PRIOR TO CONSTRUCTION. ALL SUCH MATERIALS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN AN ACCEPTABLE MANNER.

INSTALLATION OF DECOMPOSED GRANITE TRAIL

8. TRAIL SHALL BE PLACED ON TOP OF EXISTING RAILROAD BED UNLESS OTHERWISE SPECIFIED.

9. COMPACT SUBGRADE MATERIAL TO 95% STANDARD PROCTOR (ASTM-D-698) AT OR ABOVE OPTIMUM MOISTURE CONTENT TO ACHIEVE A SMOOTH UNIFORM SURFACE

10. AFTER COMPACTION, THE SOIL SHALL BE STERILIZED TO PREVENT VEGETATION REGROWTH.

- 10.1. SOIL STERILANT SHALL NOT BE APPLIED MORE THAN 6 INCHES BEYOND THE DECOMPOSED GRANITE LIMITS

11. PRIOR TO PLACEMENT OF GRANITE MATERIAL, THOROUGHLY COMBINE BINDER INTO GRANITE FINES TO ACHIEVE A UNIFORM MIXTURE.

12. DECOMPOSED GRANITE SHALL BE INSTALLED IN TWO - 1.5" LIFTS AND COMPACTED TO A 3" TOTAL DEPTH. EACH LIFT SHALL BE WETTED, ROLLED, AND COMPACTED TO 95% STANDARD PROCTOR (ASTM-D-698) AT OR ABOVE OPTIMUM MOISTURE CONTENT WITH A 2% CROSS SLOPE. COMPACTION MUST NOT BEGIN LESS THAN 6 HOURS AFTER PLACEMENT, NOR MORE THAN 48 HOURS.

GENERAL NOTES

1. CONTRACTOR SHALL REPAIR ALL LONGITUDINAL CRACKING IN EXISTING ASPHALT TRAIL FROM MILE 0.0 TO MILE 0.75. CRACKS SHALL BE REPAIRED IN ACCORDANCE WITH COLLIN COUNTY CRACK SEALING SPECIFICATIONS. (SEE ATTACHED SPECIFICATIONS)

2. ALL CONCRETE SHALL BE CLASS 'C' 3600 P.S.I., EXCEPT WHERE OTHERWISE NOTED.



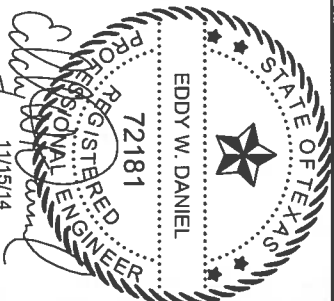
DANIEL & BROWN INC.  
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DRAWN: M.W.B.	REVISION: B	

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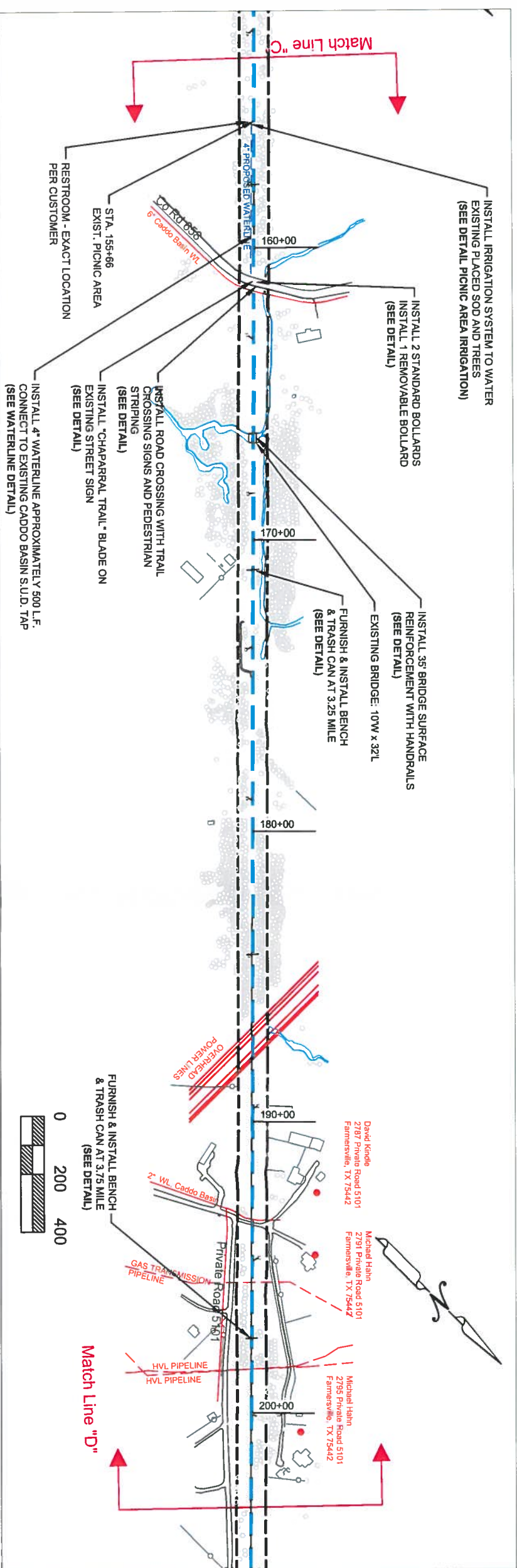
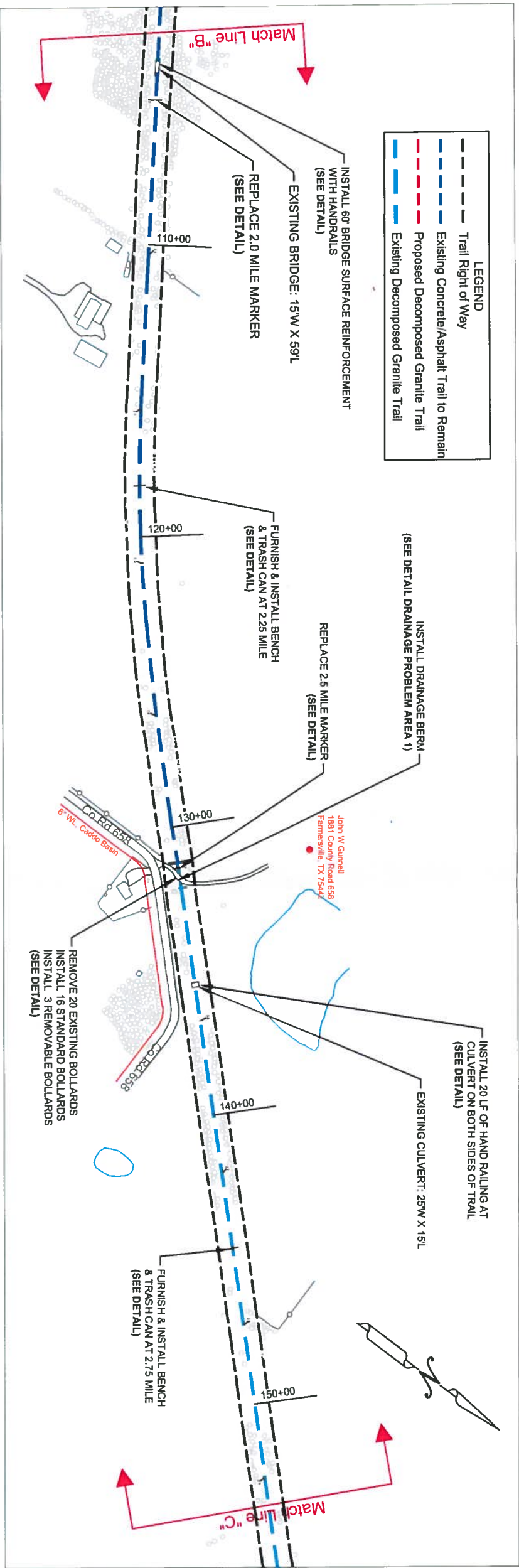


CHAPARRAL TRAIL EXTENSION PROJECT  
PHASE III  
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COLLIN COUNTY, TEXAS

SPECIAL SPECIFICATIONS







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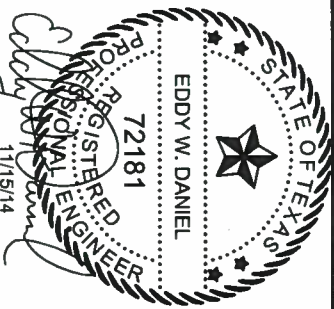
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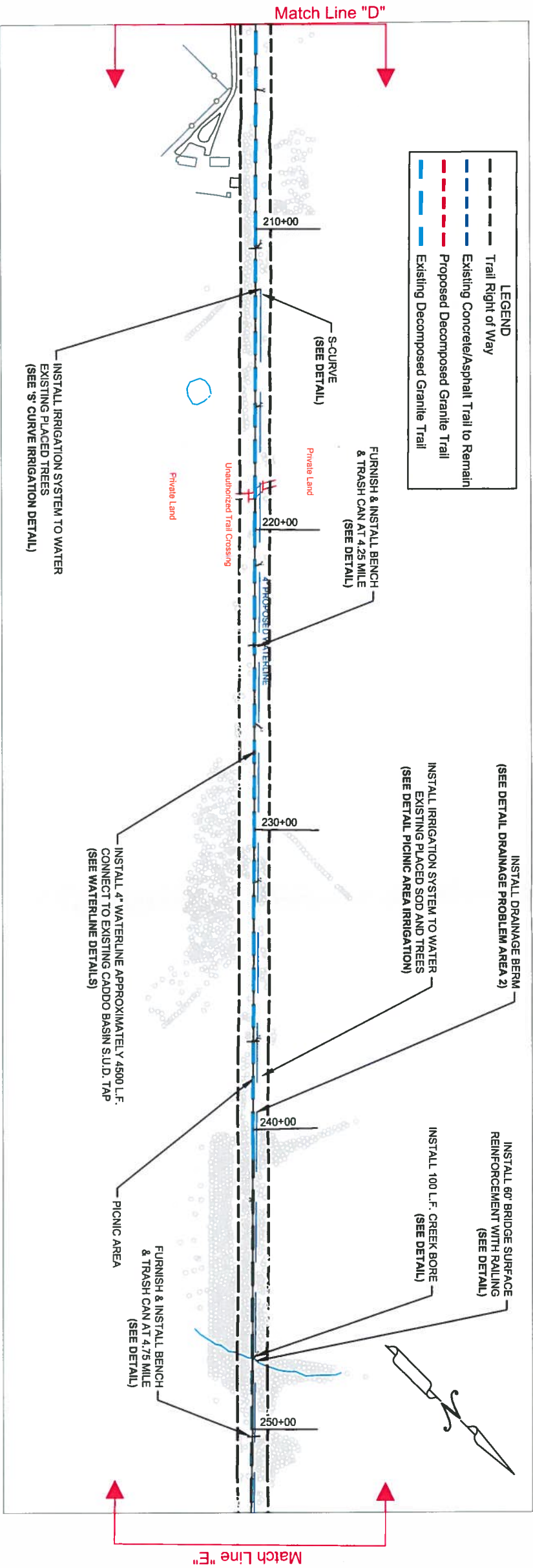
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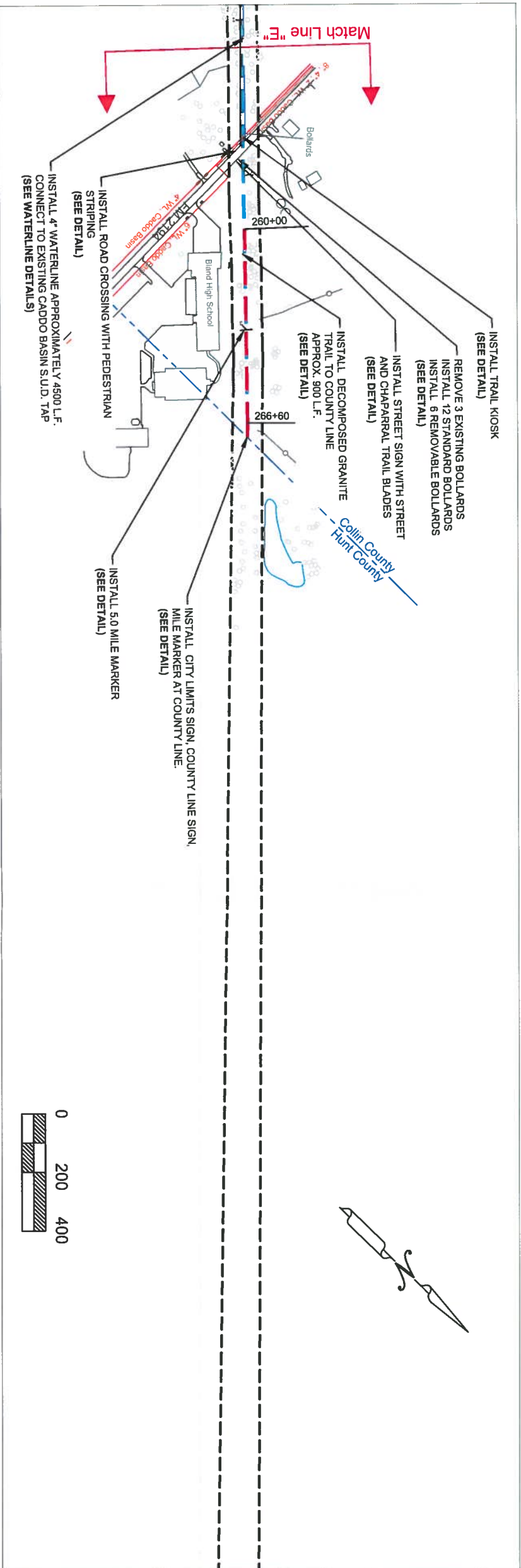


CHAPARRAL TRAIL EXTENSION PROJECT  
PHASE III  
FOR  
CITY OF FARMERSVILLE  
COLLIN COUNTY, TEXAS

DETAIL MAP

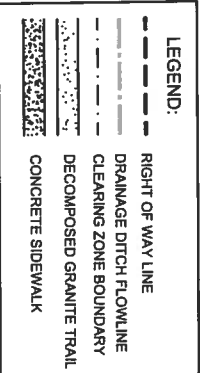


- LEGEND**
- Trail Right of Way
  - Existing Concrete/Asphalt Trail to Remain
  - Proposed Decomposed Granite Trail
  - Existing Decomposed Granite Trail

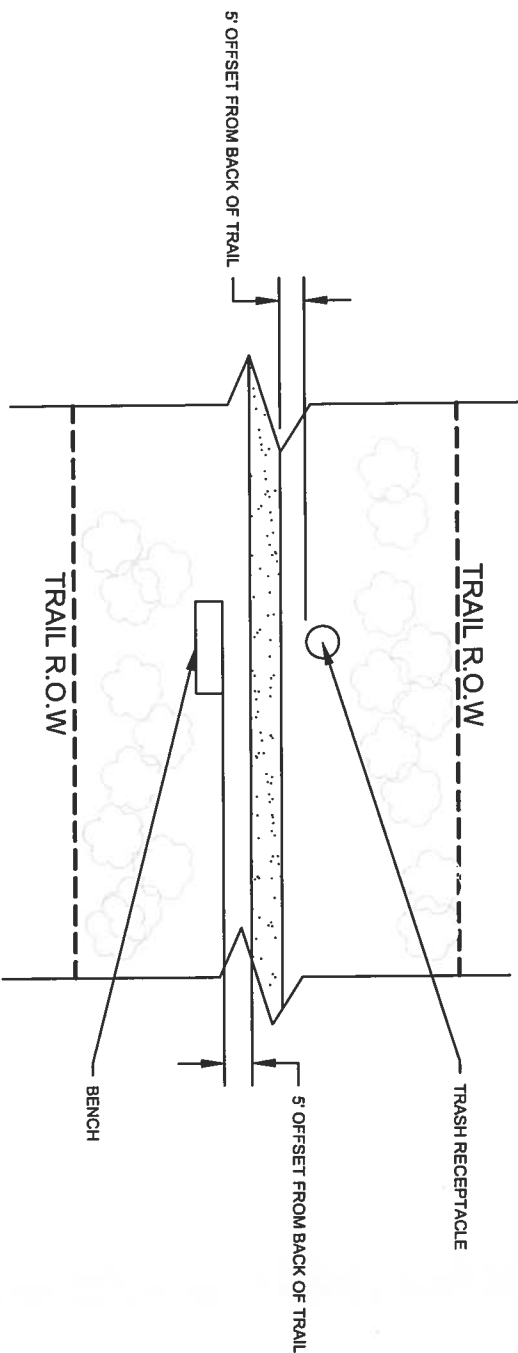


SHEET 5	<p>CHAPARRAL TRAIL EXTENSION PROJECT PHASE III FOR CITY OF FARMERSVILLE COLLIN COUNTY, TEXAS</p>		<p><b>DBI</b> <b>DANIEL &amp; BROWN INC.</b> ENGINEERS/CONSULTANTS/PLANNERS</p> <p>118 McKinney St. Phone 972-784-7777 P.O. Box 606 Fax 972-782-7721 Farmersville, Texas 75442 www.DBIconultants.com</p>
	<b>DETAIL MAP</b>		<p>DESIGNED: E.W.D. DATE: 11/03/14 REGISTRATION NO.: F-002225 DRAWN: M.W.B. REVISION: B</p>
	<p>FILE: N:\Farmersville City of Rails to Trails\Phase III, Collin Co Open Space\Chaparral Rails to Trails Phase III 7-30-2014</p>		

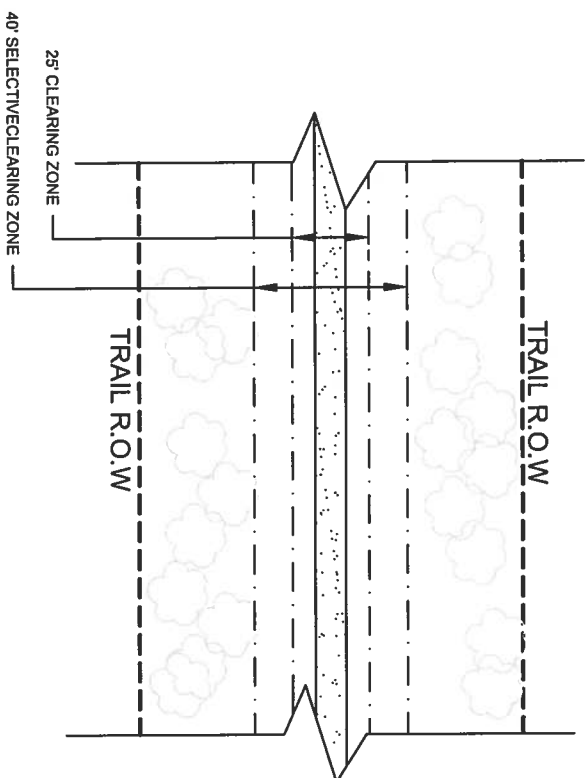




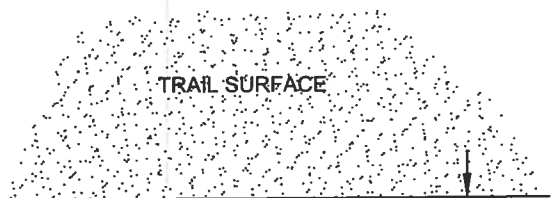
NOTE:  
1. PLACEMENT TO BE APPROVED BY OWNER/ENGINEER



**TYPICAL BENCH AND TRASH RECEPTACLE PLACEMENT**  
NOT TO SCALE



**TYPICAL TRAIL SECTION**  
NOT TO SCALE



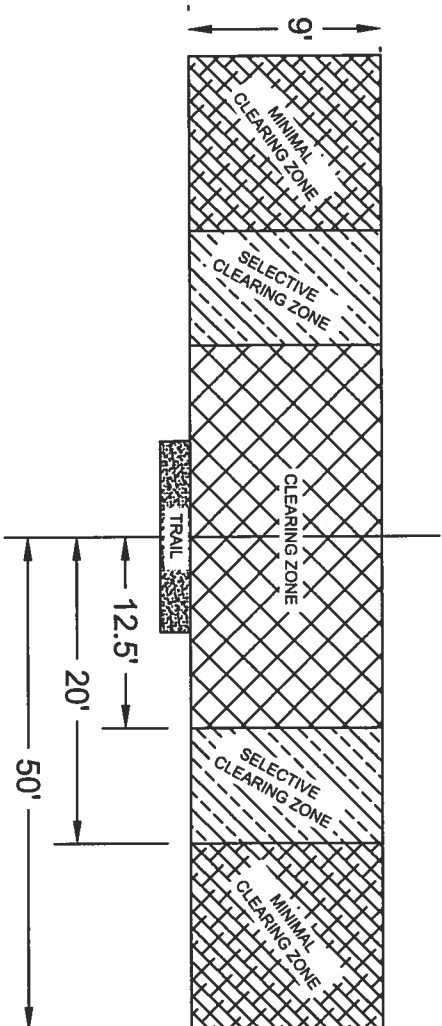
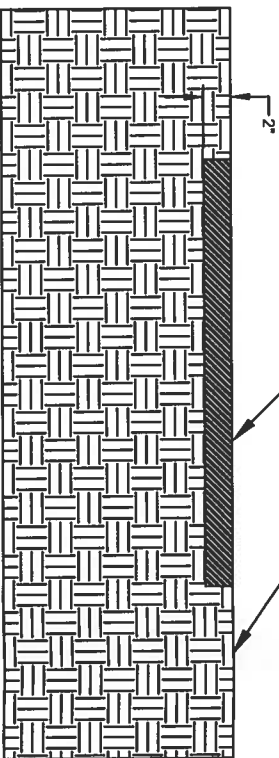
**MILE MARKER DETAIL**  
NOT TO SCALE



16" X 16" X 2" ETCHED GRANITE STONE FACE  
STONE COLOR PROVIDED BY CITY

16" X 16" X 2" STONE MILE MARKER

EXISTING GRADE



**TYPICAL TRAIL CLEARING ZONES SECTION**  
NOT TO SCALE

NOTE:  
1. REFER TO SITE PREPARATION NOTES ON SHEET 2 REGARDING CLEARING ZONES.

CHAPARRAL TRAIL EXTENSION PROJECT  
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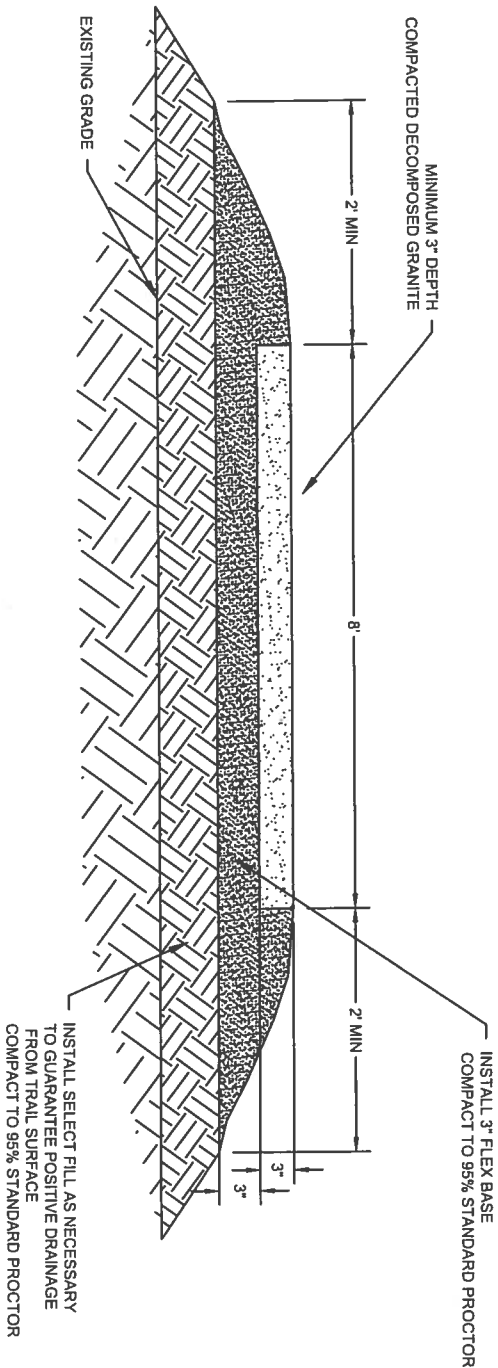


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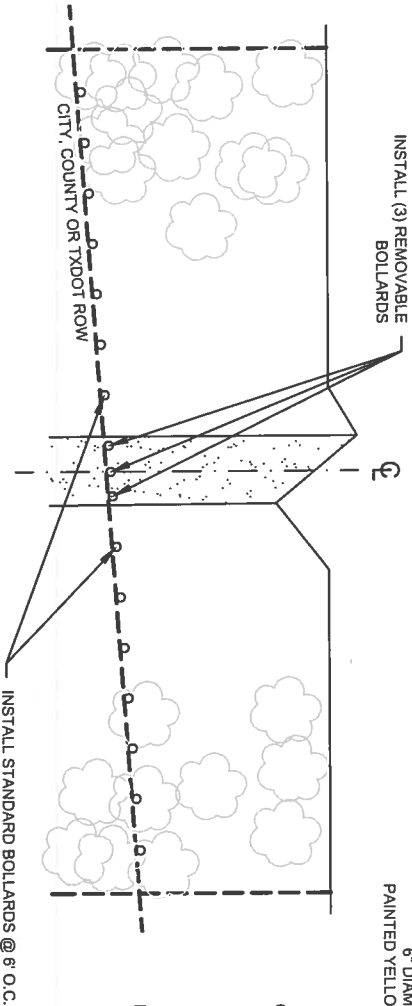
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DRAWN: M.W.B. REVISION: B  
FILE: N:\Farmersville City of\Rails to Trails\Phase III, Collin Co Open Space\Chaparral Rails to Trails Phase III 7-30-2014



**TRAIL CROSS SECTION WHEN INSTALL OFF RAILROAD BED**  
NOT TO SCALE

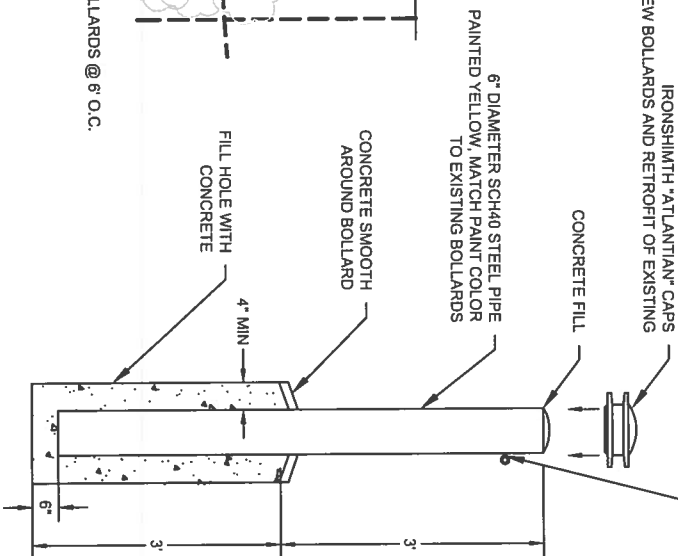
- NOTE:**
- CONTRACTOR SHALL INSURE THAT STORM WATER SHALL HAVE POSITIVE DRAIN ALONG TRAIL TO CULVERTS. NO PONDING OF WATER TO BE ALLOWED

CONTRACTOR TO WELD  $\frac{3}{4}$ " DROP FORGED EYE BOLT TO ALL EXISTING BOLLARDS  
CONTRACTOR TO SUPPLY AND INSTALL  $\frac{3}{4}$ " S.S. CHAIN BETWEEN EACH BOLLARD  
CHAIN TO BE RUN THROUGH EYELET AND END AT REMOVABLE BOLLARD WITH COMBINATION PAD LOCK (APPROVED BY CITY)  
CONTRACTOR SHALL PROVIDE (2) TWO LOCKS AT EACH LOCATION.



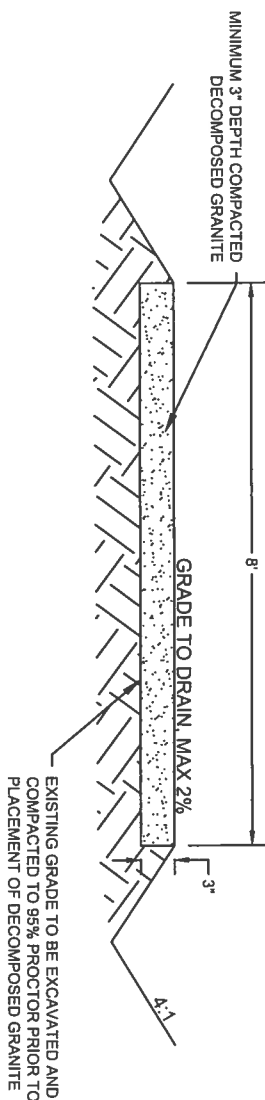
**TYPICAL BOLLARD PLACEMENT**  
NOT TO SCALE

- NOTE:**
- BOLLARDS SHALL BE PLACED ACROSS THE ENTIRE TRAIL R.O.W. EXCEPT IN LOCATIONS WHERE THE NATURAL TERRAIN OR VEGETATION PROVIDES A SUFFICIENT BARRIER FOR VEHICLES. THESE LOCATIONS WILL BE DETERMINED IN THE FIELD BY THE OWNER OR THE ENGINEER.



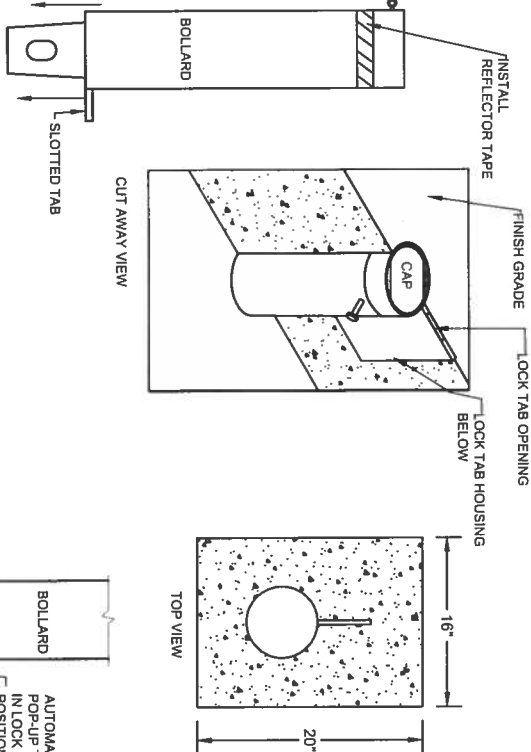
**STANDARD PIPE BOLLARD DETAIL**  
NOT TO SCALE

- NOTE:**
- INSTALL FLEX BASE ON TOP OF RAILROAD BED WHERE NECESSARY TO GUARANTEE POSITIVE DRAINAGE FROM TRAIL SURFACE. COMPACT TO 95% STANDARD PROCTOR
  - TRAIL SHALL HAVE A MAXIMUM OF 5% RUNNING SLOPE



**TRAIL CROSS SECTION WHEN INSTALLED ON RAILROAD BED**  
NOT TO SCALE

- NOTE:**
- STORM WATER TO DRAIN ALONG TRAIL. NO PONDING OF WATER TO BE ALLOWED



- NOTE:**
- REMOVABLE BOLLARDS SHALL BE 6" IRONSMITH "ATLANTIAN" BOLLARD AND RECEIVER OR APPROVED EQUAL

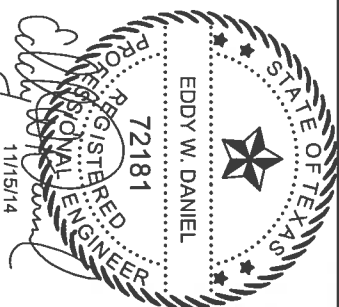
**REMOVABLE PIPE BOLLARD DETAIL**  
NOT TO SCALE



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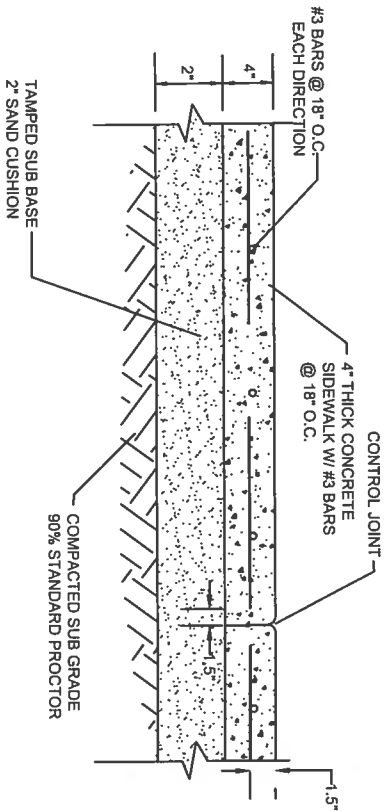


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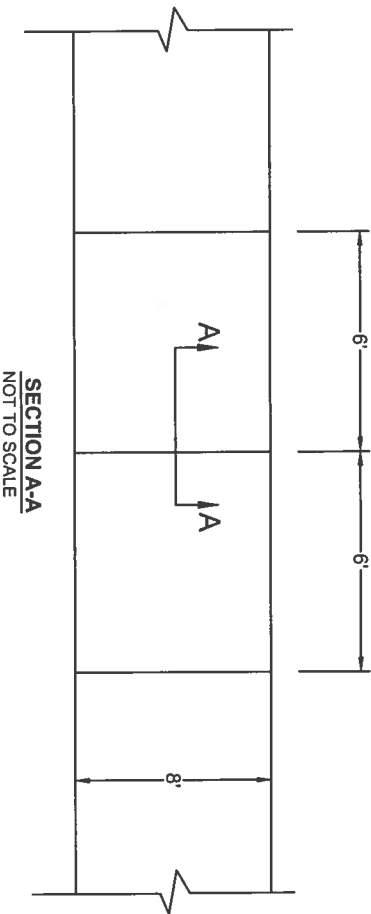
STANDARD DETAILS

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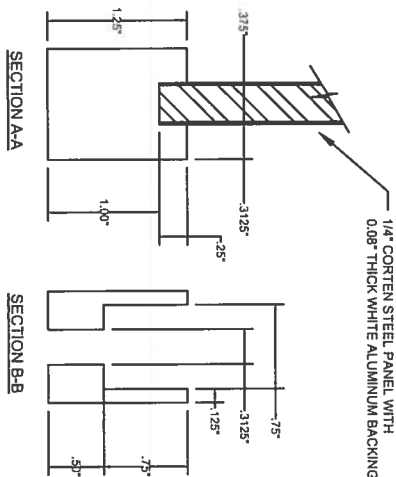
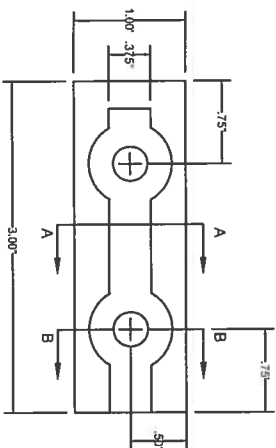
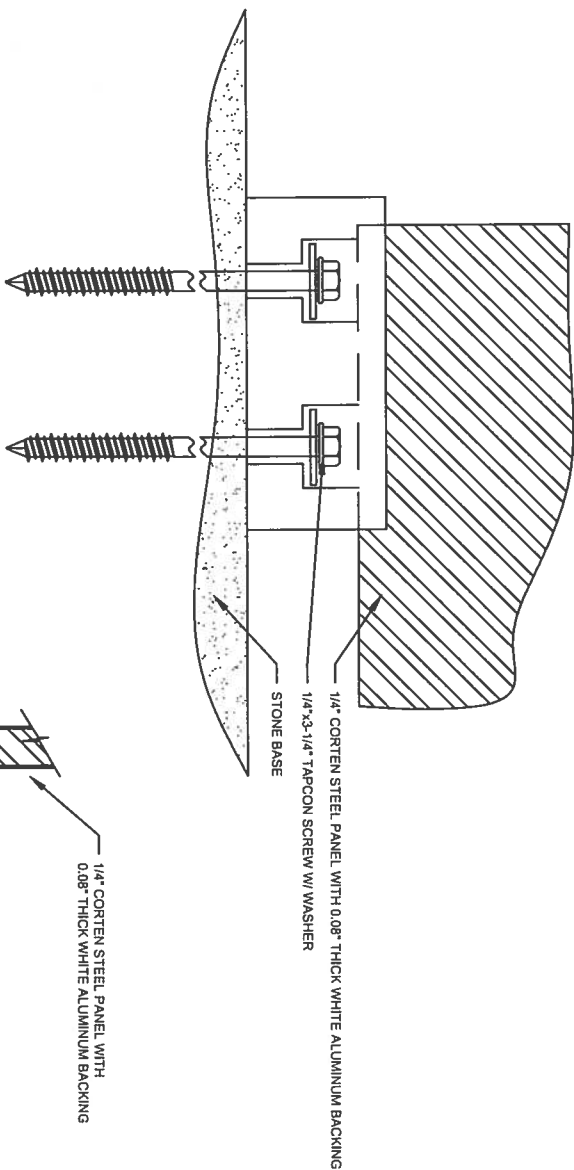
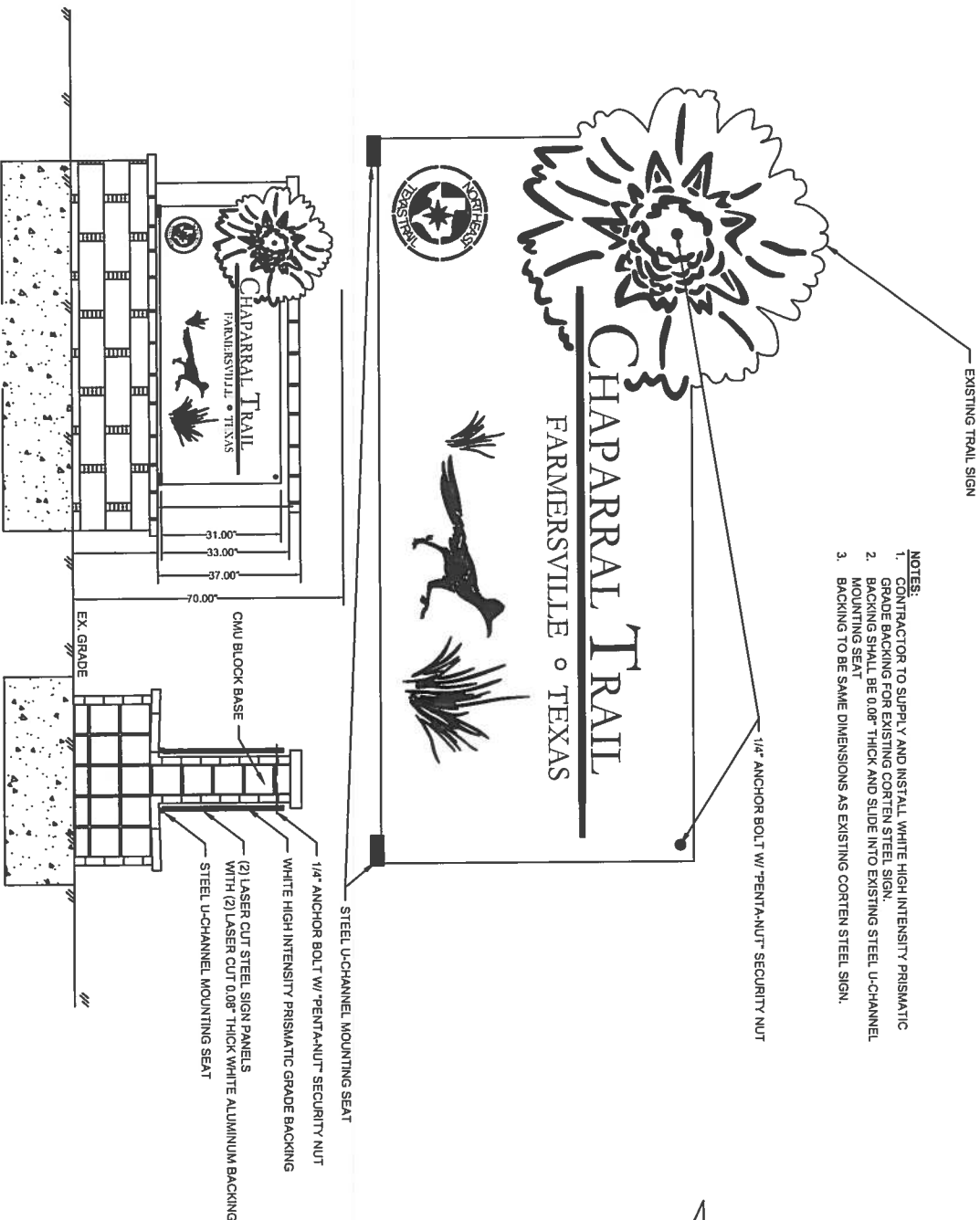


**CONCRETE SIDEWALK DETAIL**  
NOT TO SCALE



- NOTES:
1. SAW CUT EXISTING PAVING/SIDEWALK WHERE NECESSARY
  2. SIDEWALK SHALL HAVE A MAXIMUM CROSS SLOPE OF 2%.
  3. SIDEWALK SHALL HAVE A MAXIMUM SLOPE OF 5% IN THE DIRECTION OF TRAVEL
  4. SIDEWALK SHALL BE CLASS "A" CONCRETE (3000PSI)

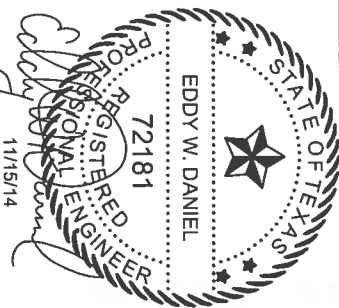
- NOTES:
1. CONTRACTOR TO SUPPLY AND INSTALL WHITE HIGH INTENSITY PRISMATIC GRADE BACKING FOR EXISTING CORTEN STEEL SIGN.
  2. BACKING SHALL BE 0.08" THICK AND SLIDE INTO EXISTING STEEL U-CHANNEL MOUNTING SEAT
  3. BACKING TO BE SAME DIMENSIONS AS EXISTING CORTEN STEEL SIGN.



**STEEL U-CHANNEL MOUNTING SEAT**  
NOT TO SCALE

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STANDARD DETAILS



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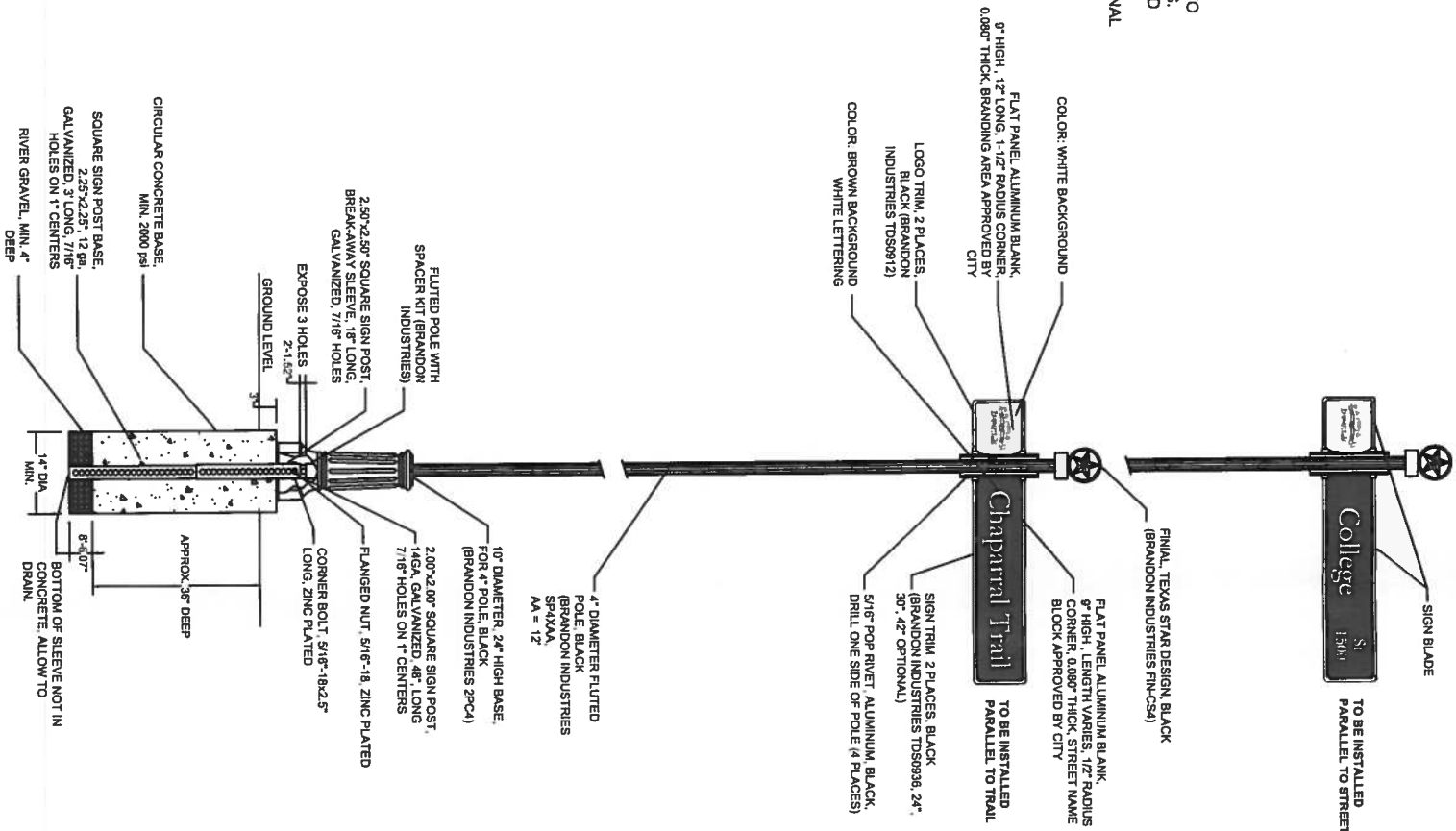
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- SIGN NOTES:**
1. SIGN DESIGN SHALL BE USED FOR PARKS / STREETS.
  2. FONT TYPE: ARIAL NARROW OR CLEARVIEW (75% TO 86% HORIZONTAL COMPRESSION).
  3. BROWN BACKGROUND: 3M ELECTROCU (EC) FILM SERIES 1170 OR EQUIVALENT, NON-REFLECTIVE.
  4. REFLECTIVITY, BRANDING AREA: HIGH INTENSITY PRISMATIC GRADE EXCEPT FOR LOGO.
  5. REFLECTIVITY, LETTERING AREA: HIGH INTENSITY PRISMATIC GRADE.
  6. BACKGROUND COLOR: BROWN.
  7. CITY BRANDING AREA: 9" HIGH X 12" WIDE
  8. STREET TYPE / BLOCK AREA: 9" HIGH X 9" WIDE (TYP)
  9. FONT COLOR: WHITE
  10. CITY BRANDING AREA BACKGROUND: WHITE
  11. SIGN VERTICAL DIMENSIONS FROM THE GROUND AND SIGN DISTANCE RELATIVE TO EACH OTHER FOR SIGNS SHALL MEET CITY, STATE, AND FEDERAL REQUIREMENTS.
  12. CITY SHALL PROVIDE APPROVE ALL STREET SIGN DESIGNS, COLOR, MARKING, AND PLACEMENT PRIOR TO INSTALLATION.
  13. HEIGHT OF POLE, STREET SIGN COUNT, AND INFORMATIONAL SIGN COUNT OPTIONAL. DEPENDANT UPON APPLICATION.



**STREET SIGN DETAIL**

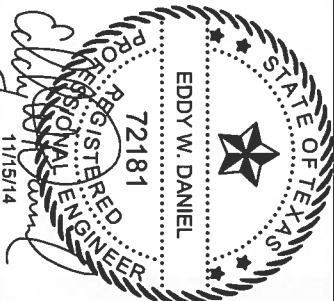
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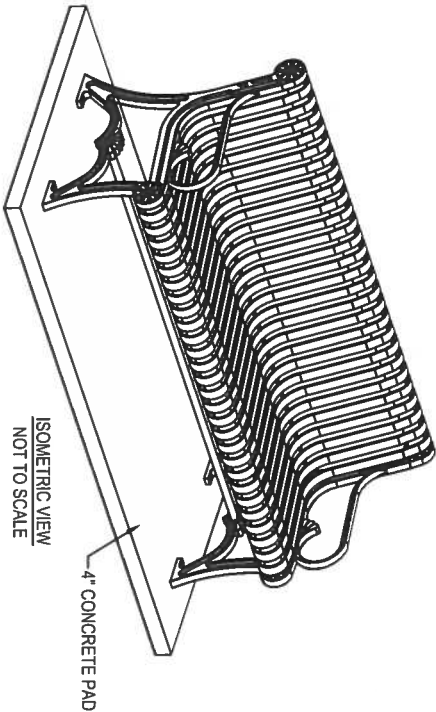
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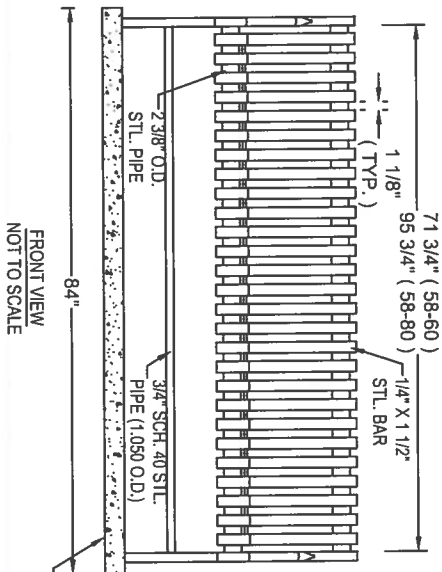
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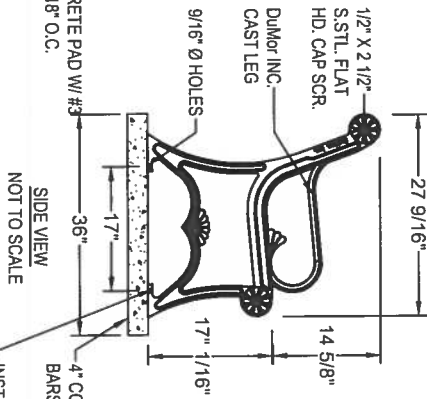




ISOMETRIC VIEW  
NOT TO SCALE



FRONT VIEW  
NOT TO SCALE

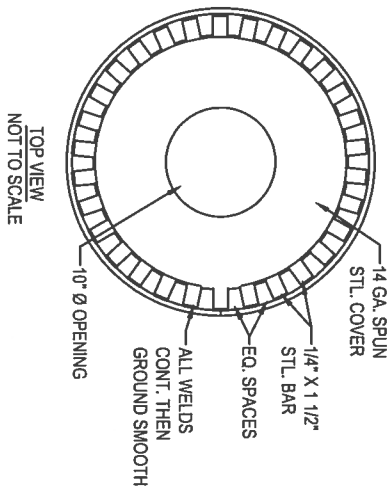


SIDE VIEW  
NOT TO SCALE

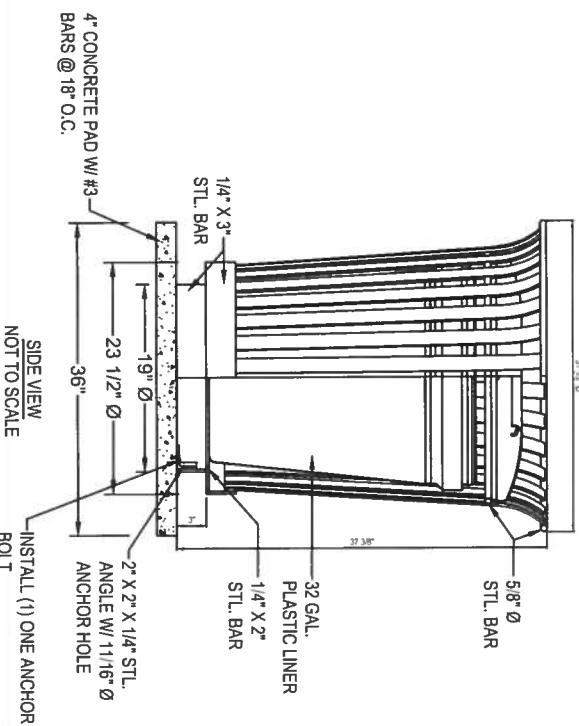
### DUMOR BENCH

MODEL NUMBER: 58-60

- NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
  2. ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
  3. 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED.



TOP VIEW  
NOT TO SCALE

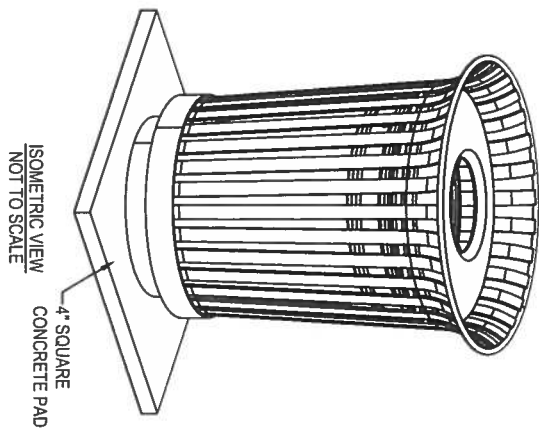


SIDE VIEW  
NOT TO SCALE

### DUMOR TRASH RECEPTACLE

MODEL NUMBER: 84-32 (WITH SHIELD)

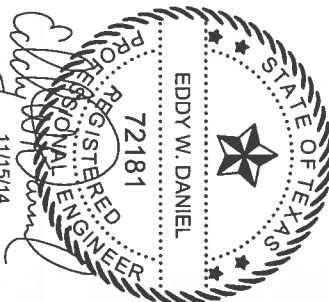
- NOTES:
1. INSTALLATION TO BE COMPLETED IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS.
  2. ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
  3. RECEPTACLE FULLY ASSEMBLED AT FACTORY.
  4. ALL WELDS CONT. THEN GROUND SMOOTH.
  5. 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED.



ISOMETRIC VIEW  
NOT TO SCALE

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P.O. Box 606  
Farmersville, Texas 75442

Phone 972-784-7777  
Fax 972-782-7721  
www.DBIConsultants.com

DESIGNED: E.W.D.

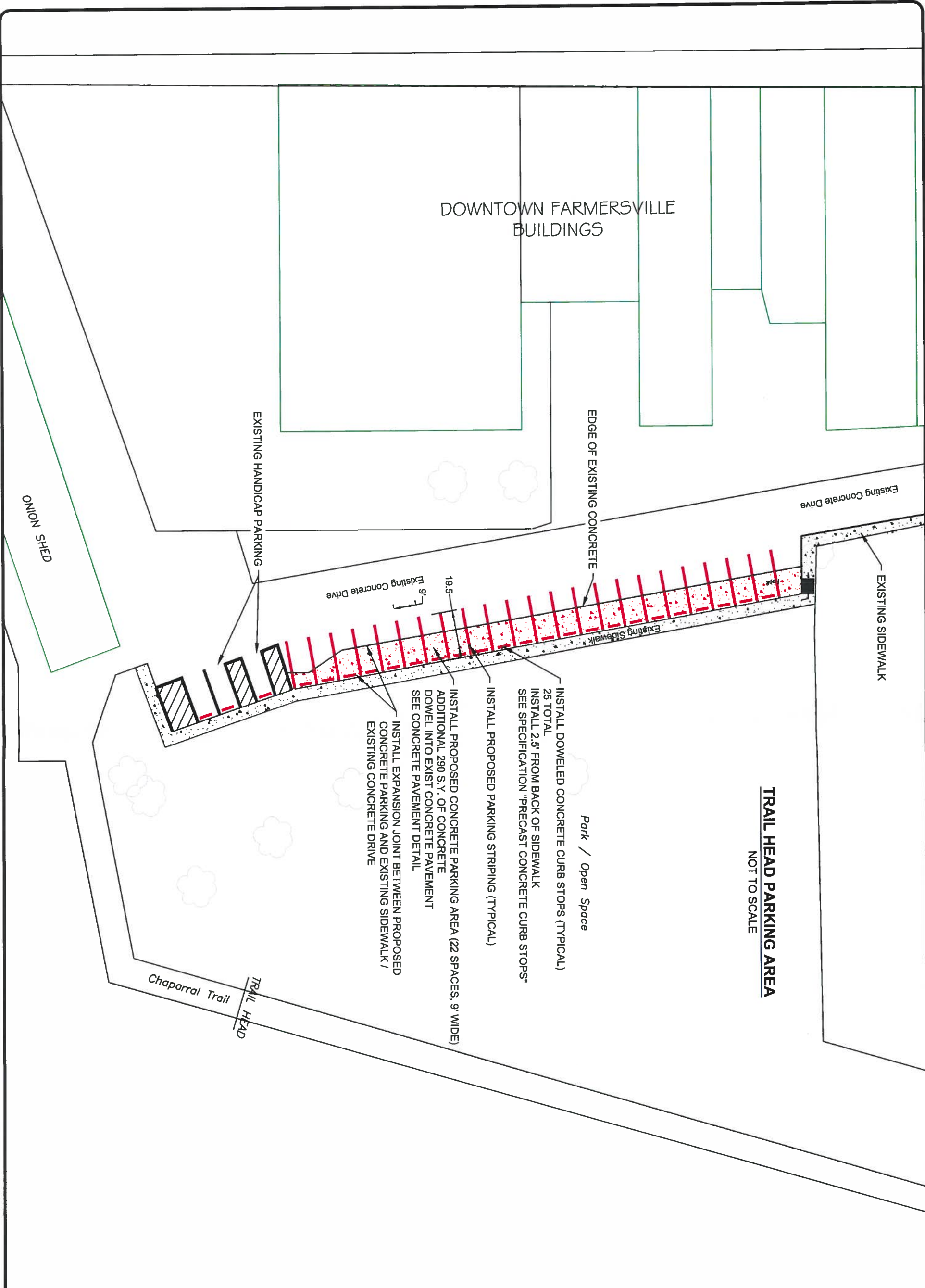
DATE: 11/03/14

REGISTRATION NO.: F-002225

DRAWN: M.W.B.

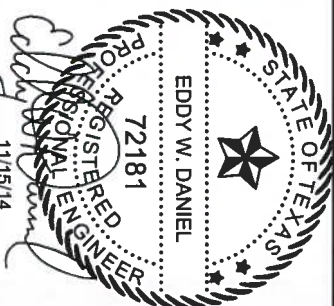
REVISION: B

FILE: N:\Farmersville City of\Rails to Trails\Phase III, Collin Co Open Space\Chaparral Rails to Trails Phase III 7-30-2014



CHAPARRAL TRAIL EXTENSION PROJECT  
PHASE III  
FOR  
CITY OF FARMERSVILLE  
COLLIN COUNTY, TEXAS

TRAIL HEAD PARKING AREA



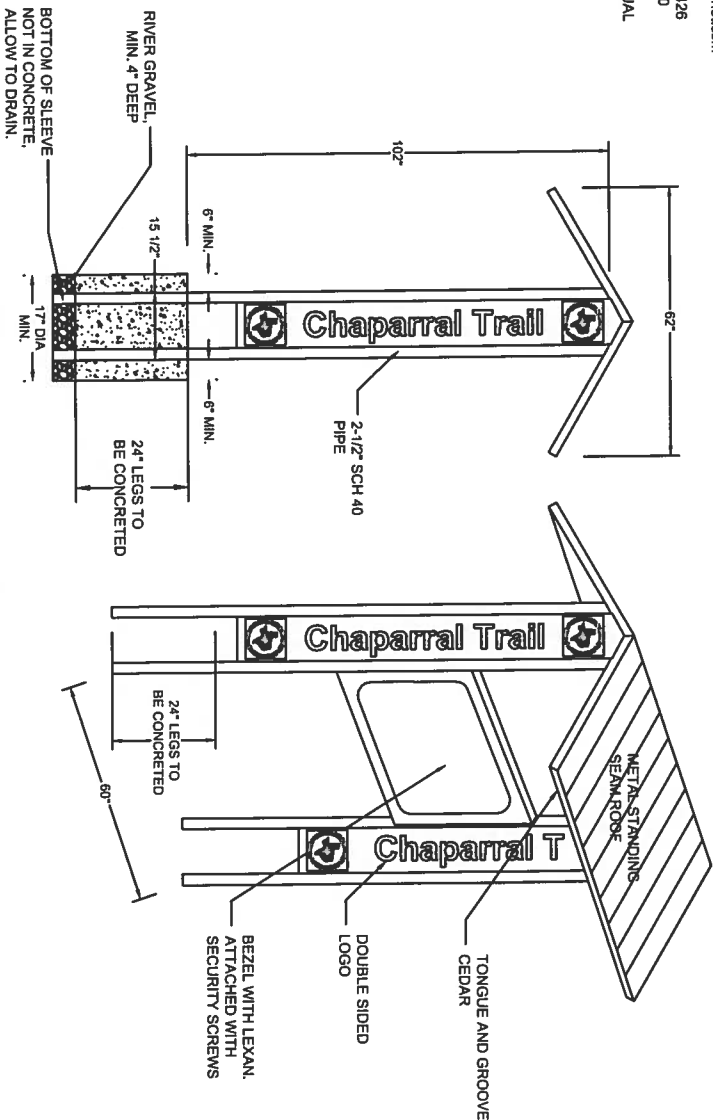
DANIEL & BROWN INC.  
ENGINEERS/CONSULTANTS/PLANNERS

118 McKinney St.  
P.O. Box 606  
Farmersville, Texas 75442

Phone 972-784-7777  
Fax 972-782-7721  
www.DBIConsultants.com

DESIGNED: E.W.D.	DATE: 11/03/14	REGISTRATION NO.: F-002225
DRAWN: M.W.B.	REVISION: B	
FILE: N:\Farmersville City of\Rails to Trails\Phase III, Collin Co Open Space\Chaparral Rails to Trails Phase III 7-30-2014		

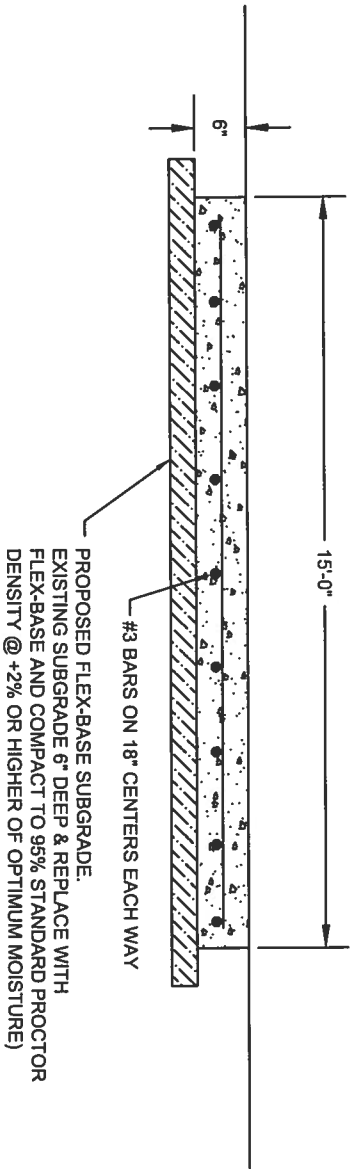
K&B STEEL  
A Div. of Wabbe Industries Inc.  
e-mail: kbsteel@valmet.com  
525 Industrial Drive  
Clarksville, Texas 75426  
Phone (903) 427-5980  
Fax (903) 427-5817  
OR APPROVED EQUAL



**TRAIL KIOSK STANDING SEAM ROOF**  
**(POWDER COATED)**

NOT TO SCALE

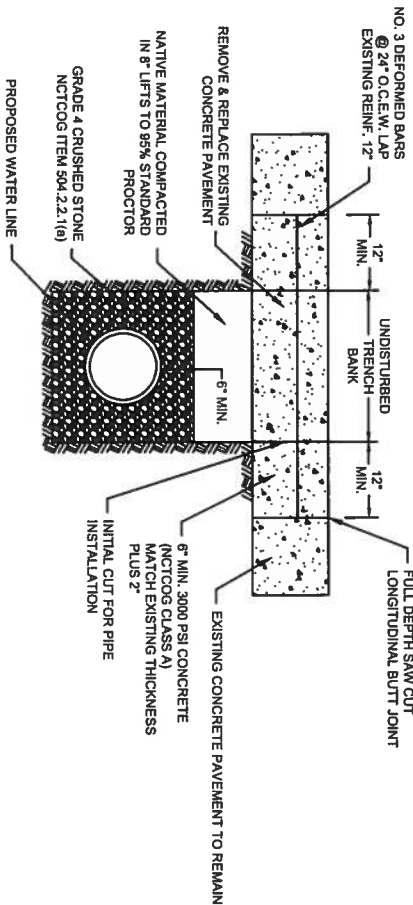
- NOTE:**  
1. TO BE MANUFACTURED BY K&B STEEL OR APPROVED  
EQUAL  
2. METAL COLOR: DEEP BROWN  
3. ROOF COLOR: GALVALUME



**PROPOSED PARKING DETAIL -**  
**REINFORCED CONCRETE**

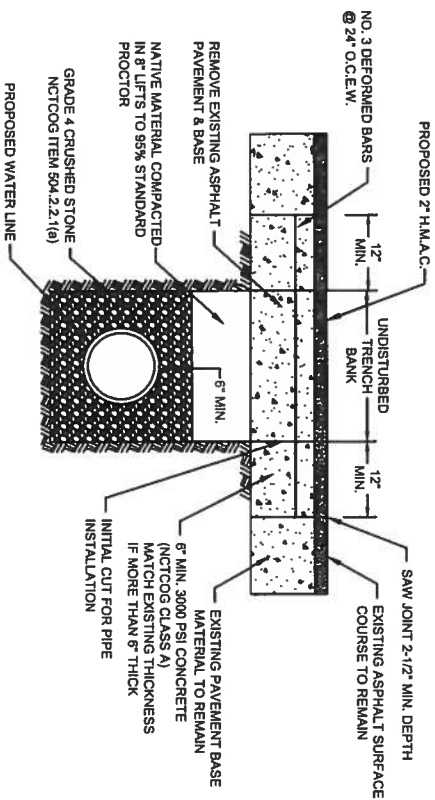
NOT TO SCALE

- NOTE:**  
1. DRIVEWAY CONCRETE SHALL BE CLASS "C" 3600 PSI.  
2. CONSTRUCT TRANSVERSE SAWED DUMMY JOINTS, PER  
SLUD STD. PAVING DETAILS, AT EQUAL SPACES ALONG  
DRIVEWAY NOT EXCEEDING 20' C-C.  
3. SCARIFY EXISTING SUBGRADE 6" DEEP



**CONCRETE STREET OR DRIVEWAY REPAIR**

NOT TO SCALE



**ASPHALT STREET OR DRIVEWAY REPAIR**

NOT TO SCALE

CHAPARRAL TRAIL EXTENSION PROJECT  
PHASE III  
FOR  
CITY OF FARMERSVILLE  
COLLIN COUNTY, TEXAS



**DANIEL & BROWN INC.**  
ENGINEERS/CONSULTANTS/PLANNERS

118 McKinney St.  
P.O. Box 606  
Farmersville, Texas 75442

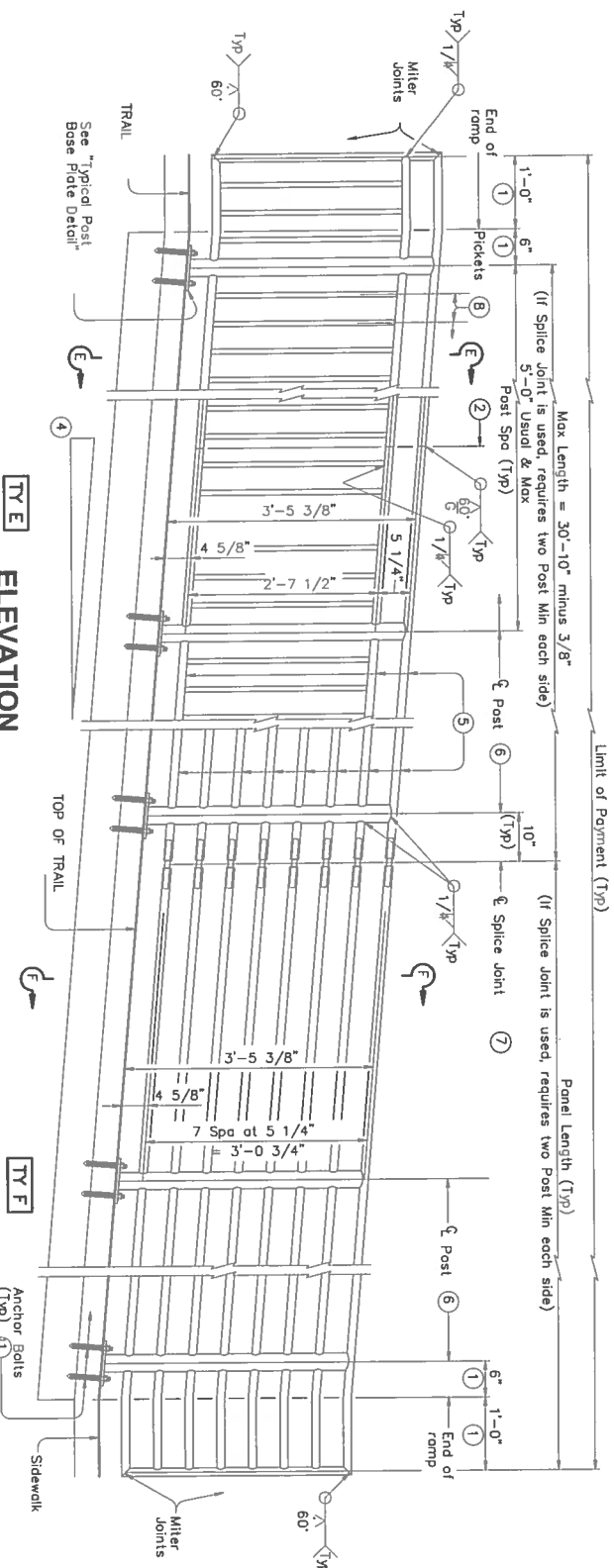
Phone 972-784-7777  
Fax 972-782-7721  
www.DBIConsultants.com

DESIGNED: E.W.D. DATE: 11/03/14 REGISTRATION NO.: F-002225  
DRAWN: M.W.B. REVISION: B

FILE: N:\Farmersville City of Rails to Trails\Phase III, Collin Co Open Space\Chaparral Rails to Trails Phase III 7-30-2014

STANDARD DETAILS

**TXDOT HANDRAIL WITH CONCRETE FOUNDATION**  
**NOT TO SCALE**



**TYPE E**

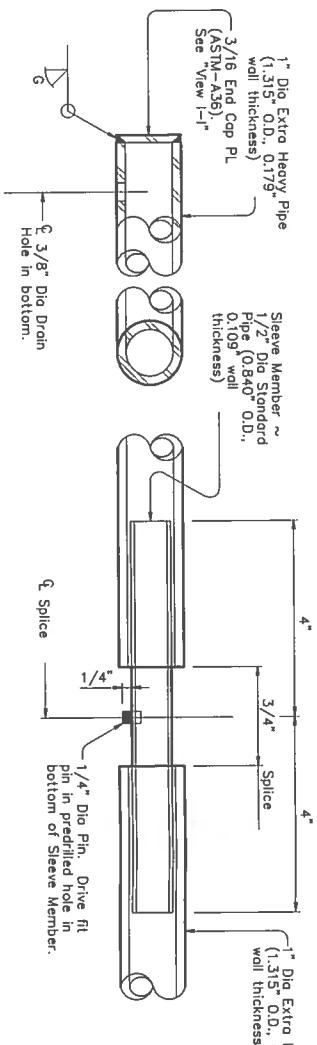
**ELEVATION**

(SHOP SPLICES AND SPLICE JOINTS ONLY SHOW ON ONE TYPE FOR CLARITY)

**TYPE F**

1. PARALLEL TO GROUND.
2. ONE SHOP SPLICE PER PANEL. IS PERMITTED WITH MINIMUM 85 PERCENT PENETRATION. THE WELD MAY BE SQUARE GROOVE OR SINGLE VEE GROOVE. GRIND SMOOTH.
3. SHOP SPLICE IS PERMITTED WITH MINIMUM 85 PERCENT PENETRATION. THE WELD MAY BE SQUARE GROOVE OR SINGLE VEE GROOVE. GRIND SMOOTH.
4. SEE RAMP DETAILS LOCATED ELSEWHERE IN PLANS FOR RAMP SLOPE AND DIMENSIONS. MAXIMUM RAMP SLOPE WILL NOT EXCEED 8.3 PERCENT. LEVEL LANDING REQUIRED FOR EACH 50' RISE IF GRADE EXCEEDS 5 PERCENT.
5. 1" DIA. EXTRA HEAVY PIPE (0.315" O.D., 0.179" WALL THICKNESS), PARALLEL TO RAMPSIDEWALK. PROVIDE HOLES AS NEEDED IN 1" DIA. PIPE FOR GALVANIZING DRAINAGE AND VENTING.
6. 2 1/2" DIA. STANDARD PIPE (2.875" O.D., 0.203" WALL THICKNESS). PLUMB ALL POSTS. SEE "POST MOUNT DETAIL" FOR CRIMPING AND TRIMMING POST TO FIT DIA. OF TOP RAIL. PROVIDE HOLES AS NEEDED IN POST FOR GALVANIZING DRAINAGE AND VENTING.
7. SEE "HANDRAIL FABRICATION DETAILS" FOR SPLICE JOINTS.
8. 1/2" DIA. ROUND BAR EQ. SPA AT 4 1/2" MAX. PLUMB ALL PICKETS.
9. WHEN NEEDED FOR ACCESSIBILITY (GRADE 5 PERCENT) OR AS NEEDED FOR PEDESTRIAN SAFETY.
10. NOT TO BE USED ON BRIDGES.
11. SEE "GENERAL NOTES" FOR ANCHOR BOLT INFORMATION.

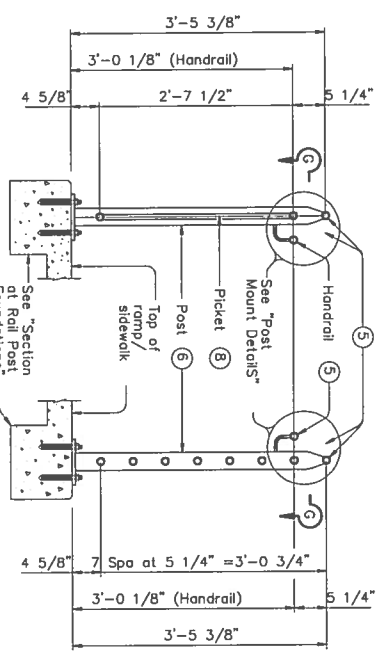
1. DESIGNED ACCORDING TO ADAAG, TEXAS ACCESSIBILITY STANDARDS, UNIFORM BUILDING CODE, AND AUSTIN STANDARD SPECIFICATIONS FOR STRUCTURAL STEEL.
2. REQUIREMENT FOR SELECT STRUCTURE TYPES. SEE APPROPRIATE DETAILS ELSEWHERE IN PLANS FOR THESE MODIFICATIONS.
3. PIPE WILL CONFORM TO ASTM-A53 GRADE B, A500 GRADE B OR A501.
4. STEEL PLATES AND STEEL BARS WILL CONFORM TO ASTM-A36 UNLESS NOTED OTHERWISE.
5. GALVANIZE ALL STEEL COMPONENTS EXCEPT REINFORCING STEEL UNLESS NOTED OTHERWISE.
6. CONCRETE NECESSARY FOR FOUNDATIONS WILL BE SUBORDINARY TO RAILING DETAIL.
7. ALL REINFORCING STEEL MUST BE GRADE 60.
8. BAR LAPS, WHERE REQUIRED, WILL BE AS FOLLOWS:
  - 8.1. UNCOATED - #4, = 1'-5"
  - 8.2. EPOXY COATED - #4, = 2'-4"
9. WHEN THE PLANS REQUIRE PAINTED STEEL, FOLLOW THE REQUIREMENTS FOR PAINTING GALVANIZED STEEL IN ITEM 4.16, "CLEANING AND PAINTING/STEEL".
10. STEEL MEMBERS WILL RECEIVE GALVANIZATION AND ONLY DETAIL PAINTED AFTER INSTALLATION UNLESS SPECIFICALLY NOTED OTHERWISE.
11. HANDRAILS SHALL BE INSTALLED WITH ONE HANDSHELD STEEL WASHER AT EACH BOLT. EMBEDMENT DEPTH OF CAST-IN-PLACE BOLT WILL BE 8" FOR POST BASE PLATE 5" EMBED THREADED RODS INTO CONCRETE WITH A TYPE III (CLASS C) EPOXY MEETING THE REQUIREMENTS OF DWS-0100.
12. TYPE III (CLASS C) EPOXY MEETING THE REQUIREMENTS OF DWS-0100, EPOXIES AND ADHESIVES, MIX AND DISPENSE ADHESIVE WITH THE MANUFACTURER'S STATIC MIXING/NOZZLE/BOUL. DISPENSING SYSTEM. COME WITH 10 MINUTE SETTING TIME.
13. AT THE CONTRACTOR'S OPTION THE POST BASE PLATE ANCHOR BOLT MAY BECAST WITH THE RAMPSIDEWALK (SEE CAST-IN-PLACE ANCHOR BOLT OPTIONS).
14. OPTIONAL CAST-IN-PLACE ANCHOR BOLTS WILL BE 5/8" DIA. ASTM A307 GRADE A BOLTS (OR A36 THREADED RODS WITH ONE JACK WELDED HEX NUT EACH) WITH ONE HEX NUT AND ONE HANDSHELD STEEL WASHER AT EACH BOLT. EMBEDMENT DEPTH OF CAST-IN-PLACE BOLT WILL BE 8" FOR POST BASE PLATE 5" EMBED THREADED RODS INTO CONCRETE WITH A TYPE III (CLASS C) EPOXY MEETING THE REQUIREMENTS OF DWS-0100.
15. DIA. ASTM A36 THREADED RODS WITH ONE HEX NUT AND ONE HANDSHELD STEEL WASHER AT EACH BOLT. 5/8" DIA. THREADED ROD EMBEDMENT DEPTH FOR WALL MOUNTS IS 3 1/2" AND EMBEDMENT DEPTH FOR POST BASE PLATES 5".
16. FOR ALL HANDRAILS, ERECTION DRAWINGS WILL BE SUBMITTED TO THE ENGINEER FOR APPROVAL TO ENSURE PROPER SETTING OF THE BOLTS, SPACING, RAMP SLOPE, AND/OR SPLICE JOINT LOCATIONS, AND HANDRAIL LENGTHS WITH IDENTIFICATION SHOWING WHERE EACH HANDRAIL GOES ON THE LAYOUT.
17. PAYMENT FOR ALL ITEMS SHOWN IS TO BE INCLUDED IN UNIT PRICE BID IN ACCORDANCE RATING OF THE TYPE SPECIFIED.
18. ALL EXPOSED EDGES WILL BE ROUNDED OR CHAMFERED TO APPROXIMATELY 1/8" BY GRINDING.



**AT TYPE W HANDRAIL END CAPS**

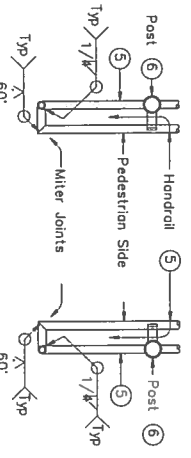
**AT SPLICE JOINTS**

**HANDRAIL FABRICATION DETAILS**

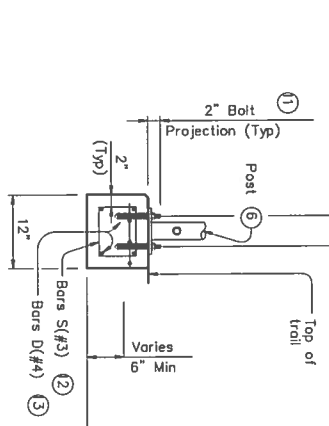


**SECTION E-E**  
(SHOWING HANDRAIL TYPE E)

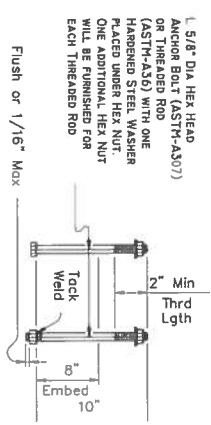
**SECTION F-F**  
(SHOWING HANDRAIL TYPE E)



**SECTION G-G**  
(SHOWING HANDRAIL TERMINATION)



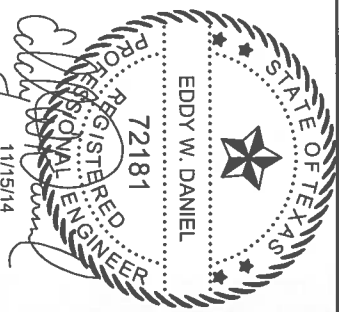
**SECTION AT RAIL POST FOUNDATIONS**  
**NOT TO SCALE**



**CAST-IN-PLACE ANCHOR BOLT OPTIONS**  
(USED FOR POST BASE PLATE ONLY)  
**NOT TO SCALE**

CHAPARRAL TRAIL EXTENSION PROJECT  
PHASE III  
FOR  
CITY OF FARMERSVILLE  
COLLIN COUNTY, TEXAS

**STANDARD DETAILS**



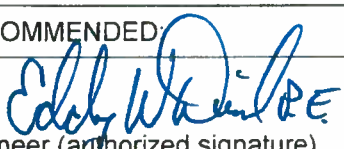
**DBI DANIEL & BROWN INC.**  
ENGINEERS/CONSULTANTS/PLANNERS  
118 McKinney St. Phone 972-784-7777  
P.O. Box 606 Fax 972-782-7721  
Farmersville, Texas 75442 www.DBIConsultants.com

DESIGNED: E.W.D.	DATE: 11/03/14	REGISTRATION NO.: F-002225
DRAWN: M.W.B.	REVISION: B	

FILE: N:\Farmersville City of Rails to Trails\Phase III, Collin Co Open Space\Chaparral Rails to Trails Phase III 7-30-2014

# Change Order

Number: 01

Date of Issuance:		Effective Date:	
Project: <b>Construction of the Chaparral Trail Phase III</b>	Owner: <b>City of Farmersville</b>	Owner's Contract Number:	
Contract: <b>Construction of the Chaparral Trail Phase III</b>		Date of Contract:	
Contractor: <b>Cole Construction Inc.</b>		Engineer's Project Number:	
<b>The Contract Documents are modified as follows upon execution of this Change Order:</b>			
Description: Change quantities			
Attachments: (List documents supporting change): City of Farmersville – Chaparral Trail Phase III Spreadsheet			
<b>Change in Contract Price:</b>		<b>Change in Contract Times</b>	
Original Contract Price: \$ 333,630.00		Original contract times: [working] [calendar] days Substantial completion (days or date): 102 Ready for final payment (days or date): 102	
[Increase][Decrease] from previously approved change orders No. to No. \$ N/A		[Increase][Decrease] from previously approved change orders No. to No. NA Substantial completion (days): Ready for final payment (days or date):	
Contract price prior to this change order \$ 333,630.00		Contract times prior to this change order Substantial completion (days or date): 102 Ready for final payment (days or date): 102	
[Increase][Decrease] of this change order \$ 35,070.00		[Increase][Decrease] of this change order Substantial completion (days or date): NA Ready for final payment (days or date): NA	
Contract price incorporating this change order \$ 298,560.00		Contract times with all approved change orders: Substantial completion (days or date): 102 Ready for final payment (days or date): 102	
RECOMMENDED:	ACCEPTED:	ACCEPTED:	
By:  Engineer (authorized signature)	By: Owner (authorized signature)	By: Contractor (authorized signature)	
Date: 1/21/2015	Date:	Date:	
Approved by funding agency (if applicable):		Date:	



**City of Farmersville**  
**Chaparral Trail Phase III**

ITEM #	ITEM DESCRIPTION	Cole Construction Inc. Keller, TX			PROPOSED		TOTAL PROPOSED PROJECT COST
		Qty	Unit	Total			
1	Furnish and install decomposed granite trail	900	\$33.00	\$29,700.00	900	\$ 29,700.00	\$ 298,560.00
2	Repair trail asphalt cracks for 0.75 mile	1	\$8,000.00	\$8,000.00	1	\$ 8,000.00	
3	Furnish and install 4" PVC C900 waterline	5000	\$15.00	\$75,000.00	0	\$ -	
4	Furnish and install county road bore for 4" waterline with 8" SCH 40 PVC casing	50	\$116.00	\$5,800.00	0	\$ -	
5	Furnish and install creek bore with 6" steel casing	100	\$166.00	\$16,600.00	0	\$ -	
6	Furnish and install Dumor Bench Model 58-60	11	\$1,400.00	\$15,400.00	11	\$ 15,400.00	
7	Furnish and install Dumor Trash Receptacle 84-32 with shield	11	\$1,200.00	\$13,200.00	11	\$ 13,200.00	
8	Furnish and install Trail Kiosk	3	\$5,200.00	\$15,600.00	3	\$ 15,600.00	
9	Furnish and install TxDOT handrail	115	\$138.00	\$15,870.00	115	\$ 15,870.00	
10	Furnish and install street sign	1	\$240.00	\$240.00	1	\$ 240.00	
11	Furnish and install road crossing with signage and pedestrian stripping	7	\$1,200.00	\$8,400.00	0	\$ -	
12	Furnish and install 0.08" aluminum sign backing to existing trail monument	2	\$880.00	\$1,760.00	2	\$ 1,760.00	
13	Furnish and install new standard bollards	90	\$480.00	\$43,200.00	50	\$ 24,000.00	
14	Furnish and install new removable bollards	40	\$1,100.00	\$44,000.00	40	\$ 44,000.00	
15	Remove existing bollards	52	\$50.00	\$2,600.00	52	\$ 2,600.00	
16	Furnish and install Chaparral Trail Sign Blade	7	\$280.00	\$1,960.00	7	\$ 1,960.00	
17	Furnish and install curb stops for Trail head parking area	3	\$100.00	\$300.00	0	\$ -	
18	Project mobilization and overhead	1	\$36,000.00	\$36,000.00	1	\$ 36,000.00	
	<b>TOTAL OF ALL BID ITEMS (1 THRU 18)</b>			<b>\$333,630.00</b>		<b>\$ -</b>	
	<b>CALENDAR DAYS</b>	<b>102</b>					

**City of Farmersville**  
**Chaparral Trail Phase III**

Add/Alternate Bid Items		Cole Construction Inc. Keller, TX			PROPOSED	
19	Furnish and install lighting	52	\$2,665.00	\$138,580.00	0	\$ -
20	Furnish and install city limits sign	1	\$380.00	\$380.00	0	\$ -
21	Furnish and install county line sign	1	\$460.00	\$460.00	0	\$ -
22	Remove/replace mile markers	8	\$460.00	\$3,680.00	0	\$ -
23	Furnish and install bridge surface reinforcement	155	\$466.00	\$72,230.00	155	\$ 72,230.00
24	Repair Drainage problem Area 1	1	\$2,200.00	\$2,200.00	0	\$ -
25	Repair Drainage problem Area 2	1	\$4,600.00	\$4,600.00	0	\$ -
26	Furnish and install irrigation system to Picnic Area	2	\$5,000.00	\$10,000.00	0	\$ -
27	Furnish and install irrigation system to S-Curve	1	\$4,400.00	\$4,400.00	0	\$ -
28	Furnish and install barbed wire fencing	50	\$12.00	\$600.00	0	\$ -
29	Furnish and install pipe fencing	100	\$48.00	\$4,800.00	0	\$ -
30	Furnish and install Trail head parking area with striping	1	\$18,000.00	\$18,000.00	1	\$ 18,000.00
31	Furnish and install curb stops for Trail head parking area	22	\$100.00	\$2,200.00	0	\$ -



**TO:** Mayor and Councilmembers

**FROM:** City Manager Ben White

**DATE:** January 27, 2015

**SUBJECT:** Consider, discuss and act upon a change order for the Sycamore Street waterline project funded through the General Obligation Bond

- A Change Order is attached for review

**ACTION:** Approve or disapprove the Change Order as presented.



# Change Order

Number: 5

Date of Issuance: <u>January 10, 2015</u>		Effective Date: <u>January 10, 2015</u>
Project: Sycamore Street Waterline Project	Owner: City of Farmersville	Owner's Contract Number: N/A
Contract:		Date of Contract: March 25, 2014
Contractor: Capps-Capco Construction Inc.		Engineer's Project Number: N/A
<b>The Contract Documents are modified as follows upon execution of this Change Order:</b>		
Description: Changes requested by the City of Farmersville		
Attachments: (List documents supporting change): Attached email		
<b>Change in Contract Price:</b>		<b>Change in Contract Times</b>
Original Contract Price: \$ 536,910.00		Original contract times: [working] [calendar] days Substantial completion (days or date): 150 Ready for final payment (days or date): 180
Decrease from previously approved change orders No.1 to No.4 \$ 35,878.01		[[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 \$ 501,031.99		Contract times prior to this change order Substantial completion (days or date):150 Ready for final payment (days or date):180
[Increase] of this change order \$ 4,180.00		[[Increase]][Decrease] of this change order Substantial completion (days or date):NA Ready for final payment (days or date):
Contract price incorporating this change order \$ 505,211.99		Contract times with all approved change orders: Substantial completion (days or date):150 Ready for final payment (days or date):180
RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Eddy W. Daniel, P.E.</u> Engineer (authorized signature)	By: <u>BW</u> Owner (authorized signature)	By: <u>Robyn Capps</u> Contractor (authorized signature)
Date: <u>1/10/15</u>	Date:	Date: <u>1/13/15</u>
Approved by funding agency (if applicable): N/A		Date:

## Stacey Jenkins

---

**From:** Matthew Boley <matt@dbiconsultants.com>  
**Sent:** Friday, January 09, 2015 8:36 AM  
**To:** Stacey Jenkins  
**Cc:** Eddy Daniel  
**Subject:** Fwd: Sycamore

Stacey,

Can you draft a CO for the below email?

Thanks,  
Matt

Matthew Boley  
Daniel & Brown Inc.  
Engineer-In-Training (EIT)  
Office: 972-784-7777  
Cell: 254-624-2261  
matt@dbiconsultants.com

Begin forwarded message:

**From:** "Mike Lavender" <mike@capps-capco.com>  
**Date:** January 9, 2015 at 8:00:46 AM CST  
**To:** "'Matt Boley'" <Matt@dbiconsultants.com>, "'Eddy Daniel'" <eddy@dbiconsultants.com>  
**Cc:** "'Brian Capps'" <brian@capco-engineering.com>, "'Robyn Capps'" <robyn@capps-capco.com>  
**Subject:** Sycamore

We need to request a change order as follows:

1) remove fire hydrant from Sycamore and Main	1 EA@ \$1100	\$1700
2) install fire hydrant at the end of Washington with New tee and valve	1 LS@ \$2480	\$2480
	TOTAL:	\$4180

This is what the city wanted. We have already removed the fire hydrant and will be installing today on Washington. Thanks

Mike Lavender  
Construction Operations Superintendent

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

mike@capps-capco.com  
Office: (903)561-6657  
Mobile: (903) 705-8581  
Fax: (903) 531-9675



**TO:** Mayor and Councilmembers

**FROM:** City Manager Ben White

**DATE:** January 27, 2015

**SUBJECT:** Consider giving direction to the Planning & Zoning Commission to hold a public hearing authorizing a possible text amendment to the Comprehensive Zoning Ordinance allowing inclusion of a pawn shop in the Highway Commercial zoning district

- A request regarding a pawn shop is attached for review
- An excerpt from the Code of Ordinance depicting allowed zoning for pawn shops

**ACTION:** Receive direction from the Council on this matter.

## **Edie Sims**

---

**From:** JT Howland [jt.howland@yahoo.com]  
**Sent:** Wednesday, January 14, 2015 10:54 AM  
**To:** Edie Sims  
**Subject:** Request for a change in the farmersville tx city ordinance .

### Letter of Request

Request for ordinance change – 676 W. Audie Murphy Pkwy, Farmersville, TX 75442

The above address is currently zoned “highway commercial”. Current City Ordinances and Zoning do not allow for a pawn shop at this location. However, a pawn shop is allowed in the City of Farmersville in areas zoned as commercial.

Blackland Pawn is requesting a zoning variance for this location due to the high visibility. With recent and ongoing improvements to the highway, this location will give us an excellent opportunity to offer job opportunities in the area as well as to increase commercial business. As Farmersville continues to grow and public services are of the highest quality, we would like to add to the growth potential.

While historically pawn shops have often had poor reputations primarily by the portrayal of pawn shops in the movies, the reality is much different. Most pawnbrokers are well educated, and active in their communities. Pawn shops are highly regulated by many state and federal laws. Identification is required by each customer, and every transaction is reported to city and local law enforcement.

There is also a big economic benefit to the community. We can put thousands of dollars into the hands of local residents on a daily basis.

Your assistance in placing this ordinance change request on the agenda for the City Council meeting on January 27, 2015 is appreciated.

If you have any questions or need further information, please do not hesitate to contact Rachael Harrison at 903-274-5563 or Jamie Howland at 214-693-0274.

Thank you,

Jamie Howland



# LOVE & RUFFS

For Lease  
482-874-3192

676



**RETAIL AND RELATED SERVICE USES cont.**

Type of Use Continued	A	SF-1	SF-2	SF-3	2F	MF-1	MF-2	P	O	NS	GR	C	HC	CA	I-1	I-2	PD
Garden Shop and Plant Sales											●	●	●	●	●	●	●
Handcraft and Art Objects Sales										●	●	●	●	●	●	●	●
Hardware Store or Hobby Shop										●	●	●	●	●	●	●	●
Key Shop										●	●	●	●	●	●	●	●
Laboratory, Medical or Dental									S	●	●	●	●	●	●	●	●
Medical Appliances, Fitting, Sales or Rental									S	●	●	●	●	●	●	●	●
Mortuary									S	●	●	●	●	●	●	●	●
Offices, General Business or Professional									●	●	●	●	●	●	●	●	●
Office Showroom/Warehouse or Sales Facilities												●	●	S	●	●	●
Optical Shop or Laboratory									S		●	●	●	●	●	●	●
<b>Pawn Shop</b>												●			●	●	●
Pet Shop, Small Animals, Birds, and Fish											●	●	●	●	●	●	●
Private Club											●	●	●	●	●	●	●
Repair of Appliances, T.V., Radio and Similar Equipment											●	●	●	●	●	●	●
Restaurant or Cafeteria (Not Drive-In Type)									S	S	●	●	●	●	●	●	●
Restaurant or Eating Establishment (Drive-In Service)											●	●	●	●	●	●	●
Retail Shop, Apparel, Gift Accessory and Similarities											●	●	●	●	●	●	●
Sexually Oriented Establishment															S		
Studio Decorator and Display of Art Objects									●		●	●	●	●	●	●	●



**TO:** Mayor and Councilmembers

**FROM:** City Manager Ben White

**DATE:** January 27, 2015

**SUBJECT:** Consider, discuss and act upon reducing the speed limit on residential streets

- Mayor Helmberger will discuss this item

**ACTION:** Council to act as deemed appropriate.



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: January 27, 2015

SUBJECT: Consider, discuss and act upon adding customers outside the Farmersville City Limits to the recycle program and Household Hazardous Waste program

- City Manager Ben White will discuss this topic

**ACTION: Council to act as deemed necessary**





TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: January 27, 2015

SUBJECT: Update on Chaparral Trail projects

- An update is attached for review

**ACTION: Receive information and act as deemed necessary.**

## Chaparral Trail Project Update

Description	Total Project Estimate	City's Share	Estimated Construction Begin Date	Estimated Construction Completion Date	Comments and Status
Chaparral Trail Grant Texas Park & Wildlife (Phase I)	\$250,000	\$50,000 4B Funded	Oct-12	May-13	Construction complete. Reimbursed \$21,120 as part of follow-on request after internal audit. Will use this money and future TP&W reimbursement (prior to June 2015) to fund \$35,942.40 worth or additional projects.
Chaparral Trail Grant Collin County Open Space (Phase III)	\$300,000	\$150,000 (4B, \$60K 2013) (4B, \$60K 2014) (CoF, \$30K 2014)	Feb-15	Jun-15	Cole Construction selected as contractor. Construction likely to begin Feb 2015.



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: January 27, 2015

SUBJECT: Update on water, wastewater and street General Obligation Bond projects

- An update is attached for review

**ACTION: Receive information.**

## Water/Wastewater GO Bond Project Status

Project Number	Project Name	Budget	Actual Bond CTD	Status	Estimated Construction Start Date	Estimated Construction End Date
Water Projects						
16	North ET/North Main Street	189,000	548,983	Construction	Apr-14	Jan-15
17	Sycamore St/Hwy 78/N Washington	329,000		Complete	Apr-14	Oct-14
18	Hamilton St		24,737	Complete	Jun-14	Jul-14
19	Rike/Houston/Austin Street/Maple/Jackson	163,500		Engineering	Mar-15	Jul-15
20	Automated Meter Reading System	520,000	381,124	Construction	Mar-13	May-15
21	Bob Tedford Drive	83,000	25,305	Construction	Nov-14	Mar-15
23	S Washington/Sante Fe			Engineering	Feb-15	May-15
24	CR 608/CR 609	63,500		Not Started		
Wastewater Projects						
25	S Main & Abbey – Gravity Main	52,000		Not Started	Mar-15	Jul-15
26	Hwy 78 & Maple St – Gravity Main	57,000		Not Started	Apr-15	Dec-15
27	Hwy 78 & CR 611 – Gravity Main	172,500		Not Started	Apr-15	Nov-15
28	Floyd St – Lift Station	50,000		Not Started	Mar-15	Jul-15
29	Sycamore – Gravity Main	23,000	16,497	Complete	May-13	Jul-13
30	Hamilton St - Gravity Main		16,608	Complete	Jun-14	Jul-14
31	Hwy 380 & Welch Dr – Gravity Main	164,500		Not Started	Mar-15	Jul-15
32	Hwy 380 (AFI to Floyd St) – Lift Station & Force Main	445,000		Not Started	Jul-15	Dec-15
33	Locust – Gravity Main	88,500		Not Started	Mar-15	Jul-05
Water and Wastewater Projects Total		2,400,500	1,013,254	1,387,246		
Water and Wastewater Projects GO Bond		2,400,000				



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: January 27, 2015

SUBJECT: Update on Highway 380 project

- An update is attached for review

**ACTION: Receive information.**

## **US 380 Highway Project Status**

1. 1st Railroad Bridge, Passing Track: Complete.
2. 2nd Railroad Bridge, Main Track: Dec 2014 thru May 2015
3. 380 Roadway, East Bound: Complete. Open to two-way traffic.
  - a. East Bound Off-Ramp (Southwest Ramp), Mar 2015
  - b. East Bound On-Ramp (Southeast Ramp), Complete. Two-way ramp.
4. 380 Roadway, West Bound: Feb 2015, however a small section around the RR bridge area will probably be under construction until May 2015.
  - a. West Bound Off-Ramp (Northeast Ramp), Mar 2015
  - b. West Bound On-Ramp (Northwest Ramp), Mar 2015
  - c. Street interconnection, Floyd: Complete
  - d. Street interconnection, Mimosa: Complete
  - e. Street interconnection, Beene: End of Jan 2015
  - f. Street interconnection, Rike: End of Jan 2015
  - g. Street interconnection, Hamilton: End of Jan 2015
  - h. Street interconnection, Raymond: Feb 2015
  - i. Street interconnection, Orange: Feb 2015
5. Main Street Bridge Construction: Complete
  - a. Main Street Roadway: Complete
6. Hill Street Crossing: Complete, however sidewalk work still needs to be done.
7. Walnut Street Crossing: Jun 2015
8. Main/Summit Street Crossing
  - a. Passing track: Complete
  - b. Main track: Jun 2015



TO: Mayor and Councilmembers

FROM: City Manager Ben White

DATE: January 27, 2015

SUBJECT: Update on wastewater treatment facility

- An update is attached for review

**ACTION: Receive information.**

## **Wastewater Treatment Plant Project Status**

1. Received responses from Request for Qualifications for wastewater treatment plant and interceptor line engineer.
2. Selection team had first meeting on 22 Jan 2015. Follow-on meeting tentatively set for 5 Feb 2015.