



NOTICE OF THE CITY OF BRECKENRIDGE
**REGULAR MEETING OF THE BRECKENRIDGE CITY
COMMISSION**

September 03, 2024 at 5:30 PM

AGENDA

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the City Commission will meet in a Regular Meeting of the Breckenridge City Commission on September 03, 2024 at 5:30 PM at the Breckenridge City Offices, 105 N. Rose Avenue, Breckenridge, Texas.

CALL TO ORDER

INVOCATION led by Cynthia Northrop

PLEDGE OF ALLEGIANCE

American Flag

OPEN FORUM

This is an opportunity for the public to address the City Commission on any matter of public business, except public hearings. Comments related to public hearings will be heard when the specific hearing begins.

STAFF REPORT

(Staff Reports are for discussion only. No action may be taken on items listed under this portion of the agenda, other than to provide general direction to staff or to direct staff to place such items of a future agenda for action.)

City Manager

1. City Business

Public Works Employee of the Month - Gabe Hyatt

Reschedule the October Commission meeting

Department Head reports

2. Upcoming Events

09/07 911 First Responder Benefit

09/19 Bulk Pickup

09/25 Homecoming Parade

10/01 National Night Out

CONSENT AGENDA

Any commission member may request an item on the Consent Agenda to be taken up for individual consideration.

- [3.](#) Consider approval of the August 6, 2024, regular commission meeting minutes as recorded.
- [4.](#) Consider approval of the August 20, 2024, special commission meeting minutes as recorded.
- [5.](#) Consider approval of the August 27, 2024, special commission meeting minutes as recorded.
- [6.](#) Consider approval of Resolution 2024-23 BISD Homecoming Parade.
- [7.](#) Consider approval of Resolution 2024-22 for recommended Board of Director appointments to the BEDC.
- [8.](#) Consider approval of Interlocal agreement with Young County, Texas for the purpose of funding a bond supervision officer.
- [9.](#) Consider approval of Resolution 2024-25 confirming and accepting securities pledged for municipal funds while acting as City Depository.

PUBLIC HEARING ITEMS

- [10.](#) Public Hearing on proposed FY 2024-2025 City of Breckenridge budget.

ACTION ITEMS

- [11.](#) Discussion and any necessary action regarding the BEDC FY 2024-2025 Budget.
- [12.](#) Discussion and any necessary action approving Resolution 2024-26; BEDC's Vacant-to-Vibrant grant program (first reading).
- [13.](#) Discussion and any necessary action regarding the Chamber of Commerce annual report.
- [14.](#) Discussion and any necessary action regarding awarding a construction contract related to Phase 1 of 2024 Paving Improvements.
- [15.](#) Discussion and any necessary action approving the Facility Use Agreement with Stephens County Humane Society for a city owned building located at 210 N. Live Oak Street, Breckenridge, previously known as the Sis Clark Building.
- [16.](#) Discussion and any necessary action on approving Ordinance 2024-16 adopting a budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025 in accordance with the Laws of the State of Texas, appropriating the various amounts thereof, and repealing all Ordinances in conflict therewith; and providing for an effective date.

- [17.](#) Discussion and any necessary action regarding approval of Resolution 2024-24 ratifying the tax revenue for the tax year 2024 (FY 2024-2025) for the City of Breckenridge.
- [18.](#) Discussion and any necessary action regarding Ordinance 2024-17 Levying Ad Valorem Taxes for the Use and Support of the Municipal Government of the City of Breckenridge, Texas, and providing for the Interest and Sinking Fund for the Fiscal Year 2024-2025; Directing the collection thereof; and providing for the time of paying the Ad Valorem taxes levied and providing that taxes become delinquent if not paid.
- [19.](#) Discussion and any necessary action regarding Ordinance 2024-15 amending FY 2023-2024 official budget adopted by Ordinance 2023-15.
- [20.](#) Discussion and any necessary action regarding approval of Ordinance 2024-13 updating Schedule of Fees (Second Reading).

EXECUTIVE SESSION

Pursuant to Texas Government Code, Annotated, Chapter 551, Subchapter D, Texas Open Meetings Act (the "Act"), City Commission will recess into Executive Session (closed meeting) to discuss the following:

Personnel Matters

§551.074: Personnel matters (to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee):

21. City Manager
22. Public Works

RECONVENE INTO OPEN SESSION

In accordance with Texas Government Code, Section 551, the City Commission will reconvene into Open Session and consider action, if any, on matters discussed in Executive Session.

RECEIVE REQUESTS FROM COMMISSION MEMBERS/STAFF FOR ITEMS TO BE PLACED ON NEXT MEETING AGENDA

Discussion under this section must be limited to whether or not the Commission wishes to include a potential item on a future agenda.

ADJOURN

NOTE: As authorized by Section 551.071 of the Texas Government Code (Consultation with City Attorney), this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item herein.

CERTIFICATION

I hereby certify that the above notice was posted in the bulletin board at Breckenridge City Hall, 105 North Rose Avenue, Breckenridge, Texas, by **5:00 PM** on the **31st day of August 2024**.

City Secretary



Persons with disabilities who plan to attend this public meeting and who may need auxiliary aid or services are requested to contact the Breckenridge City Hall 48 hours in advance, at 254-559-8287, and reasonable accommodations will be made for assistance.



DEPARTMENTAL REPORTS

JULY 2024

105 N. Rose Ave.
Breckenridge, TX 76424
254.559.8287
www.breckenridgetx.gov

Finance

Bank

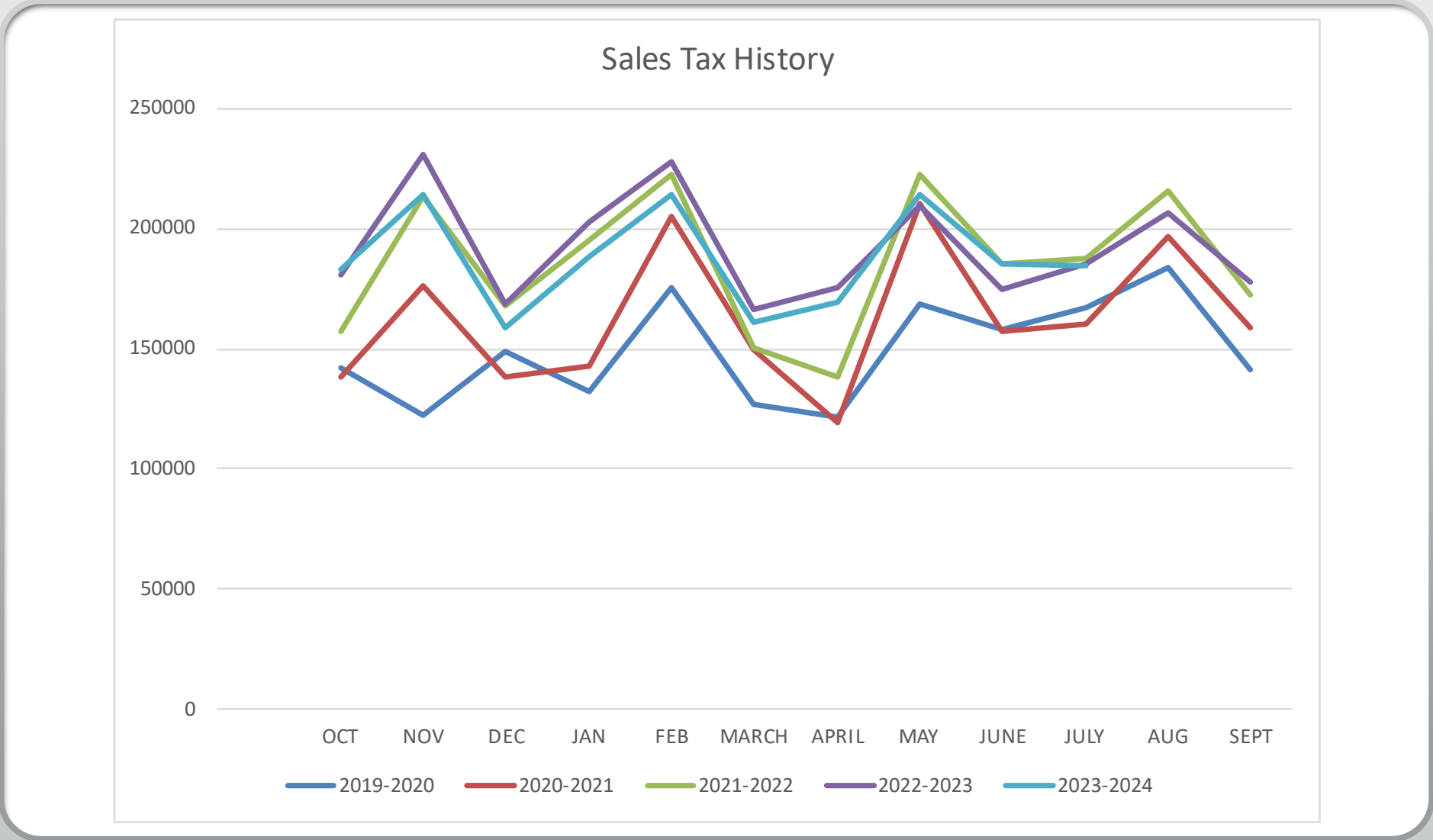
Statement

Balances

	Account Name	Balances as of July 2023	Balances as of July 2022	Item 1.
1001	GENERAL FUND	\$ 1,582,402.43	\$ 2,027,524.82	
1013	ARSON FUND	\$ 509.89	\$ 509.89	
1014	FEDERAL TAX & LOAN	\$ 25,088.11	\$ 29,192.25	
1001	WATER FUND	\$ 1,428,403.82	\$ 1,836,350.46	
1001	WASTEWATER FUND	\$ 859,778.08	\$ 1,313,435.03	
1001	SANITATION	\$ 32,731.16	\$ 30,613.77	
1001	FIRE DEPT. SPECIAL	\$ 10,511.42	\$ 7,948.01	
1001	FORFEITED PROPERTY	\$ 1,477.17	\$ 1,480.99	
1002	PAYROLL FUND	\$ 123,179.46	\$ 48,641.29	
1001	EQUIP. REPLACEMENT FUND	\$ 233,473.59	\$ 272,059.36	
1001	STREET MAINTENANCE	\$ 877,519.33	\$ 275,643.50	
1001	BRECKENRIDGE PARK FUND	\$ 9,243.15	\$ 9,633.38	
1001	POLICE DEPT. SPECIAL	\$ 13,607.99	\$ 13,642.97	
1001	Excess Sales Tax Revenue	\$ 17,625.09	\$ 17,670.38	
1001	Breck Trade Days	\$ 39,407.99	\$ 39,509.29	
1051	CO 2017 A&B Sinking /Rd	\$ 486,705.42	\$ -	
1001	Water Capital Projects	\$ -	\$ -	
1001	Wastewater Capital Projects	\$ -	\$ -	
1001	Capital Improvement Project	\$ 609,011.68	\$ 138,853.60	
1058	GENERAL DEBT SERVICE FUND	\$ 1,286,485.71	\$ -	
1001	General Debt Service Fund P/C	\$ -	\$ 372,742.43	
1001	REVENUE DEBT SERVICE FUND	\$ -	\$ 178,113.18	
1025	Rescue Boat Donation	\$ 1,812.28	\$ 1,816.82	
1073	CWSRF LF1001492	\$ 1.99	\$ 3.02	
1076	CWSRF LF1001492 ESCROW	\$ 1,234,164.30	\$ 1,212,126.34	
1056	CWSRF CO 2022A L1001491	\$ 1.00	\$ 1.00	
1074	CWSRF CO 2022A L1001491 ESCROW	\$ 933,729.18	\$ 974,488.02	
1072	CWSRF CO 2022A L1001426	\$ 1.00	\$ 1.00	
1075	CWSRF CO 2022A L1001426 ESCROW	\$ 1,977,534.01	\$ 2,063,856.69	
1071	DWSRF LF1001495	\$ 1.10	\$ 2.10	
1079	DWSRF LF1001495 ESCROW	\$ 1,338,588.92	\$ 1,310,693.59	
1070	DWSRF CO 2022B L1001493	\$ 1.00	\$ 1.00	
1078	DWSRF CO 2022B L1001493 ESCROW	\$ 1,347,614.55	\$ 1,406,440.19	
1057	DWSRF CO 2022B L1001494	\$ 1.00	\$ 1.00	
1077	DWSRF CO 2022B L1001494 ESCROW	\$ 944,617.12	\$ 985,851.25	
1010	LOGIC CO 2023	\$ -	\$ 7,862,190.50	
	TOTAL - ALL FUNDS	\$ 15,415,228.94	\$ 22,431,037.12	

Fiscal Year Sales Tax Revenue Received

MONTH RECEIVED	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
OCT	142,235	138,040	157,493	180,530	182,914
NOV	122,415	176,091	213,510	230,739	214,002
DEC	149,000	138,215	167,667	169,037	158,898
JAN	132,144	142,770	195,423	203,137	188,303
FEB	175,232	204,822	222,525	228,165	214,081
MARCH	127,285	149,849	150,395	166,133	161,140
APRIL	121,607	119,118	138,407	175,456	169,163
MAY	168,693	210,823	222,804	210,071	213,928
JUNE	158,145	157,037	185,695	175,128	185,558
JULY	167,474	160,631	187,757	185,736	184,363
AUG	183,855	196,582	215,658	206,710	
SEPT	141,151	158,558	172,552	177,704	
TOTAL	1,789,236	1,952,536	2,229,886	2,308,546	1,872,350



SECURITIES PLEDGED

The following shows the calculation of deposit coverage for the deposits of The City of Breckenridge held in Clear Fork Bank on: July 26, 2024 and securities pledged as of: July 25, 2024

Checking account balances:	\$	6,839,783.34
CD balances:	\$	-
Total on deposit:	\$	<u>6,839,783.34</u>
FDIC Insurance coverage:	\$	250,000.00
Checking account balances:	\$	-
CD balances:	\$	<u>250,000.00</u>
Total Deposit balance		
less FDIC coverage:	\$	<u>6,589,783.34</u>
Securities pledged at market value:	\$	<u>7,466,447.87</u>
Excess securities pledged:	\$	<u>876,664.53</u>

BUILDING & DEVELOPMENT

JULY 2024		FY 2023-2024
Permits Issued:		
Building	1	45
Roof	6	18
Fence, windows, siding, etc.	1	8
Sign	0	3
Mobile home	1	6
Certificate of Occupancy	1	7
Electrical	6	50
Plumbing	0	27
Gas line	1	28
Irrigation	0	2
HVAC	1	17
Moving	0	0
Demolition	0	1
P&Z	0	3
Variance	0	5
Prelim/final plat/replat	0	3
Solicitor/vendor	0	8
Beer/wine/liquor license	4	14
Gaming machine license	0	5
Food Mobile Unit	4	13
Fire alarm	0	0
Fire sprinkler	0	0

CODE ENFORCEMENT

Violations reported to Code Enforcement via email – 1

Violations reported to Code Enforcement via phone – 4

New violations cases opened – 32

High weeds – 210 Pembroke

High weeds – 207 Pembroke

High weeds – 213 Pembroke

RV violation – 405 W. 6th

High weeds, trash – 1005 E. Wheeler

High weeds – 312 W. 1st

High weeds – 430 N. McAmis

High weeds – FM 3099 & Hwy. 180

High weeds – 600 block E. Walker

Grass clippings in street – 1109 E. Walker

High weeds, trash – 900 W. Jeanette

High weeds – 109 S. Liveoak

High weeds – 205 W. 2nd

High weeds – 305 W. 2nd

High weeds – 904 W. Lindsey

High weeds – 903 W. Lindsey

Trash, no water utility – 901 W. Jeanette

High weeds – 115 E. 1st

High weeds – 823 N. Breckenridge

Trash – 113 E. 2nd

High weeds – 200 block Sunset

Substandard house – 201 W. 3rd

High weeds – 201 W. 3rd

High weeds – 100 Medina Court

High weeds – 312 W. 1st

Trash – 303 W. 3rd

High weeds – 607 N. Panther

High weeds – 800 N. Panther

High weeds – 800 N. Shelton

High weeds – 315 W. 2nd

High weeds – 101 W. Williams

High weeds – 1105 E. Williams

CODE ENFORCEMENT

Violations closed due to compliance – 7

- Letter sent after verbal warning – 3102 W. Walker
- Mowed – 503 N. Harvey
- Mowed – 501 W. 3rd
- Mowed – 904 W. Lindsey
- Mowed – 903 W. Lindsey
- TxDOT will mow – 823 N. Breckenridge Ave.
- Mowed – 201 W. 3rd

Cases sent to Municipal Court - 4

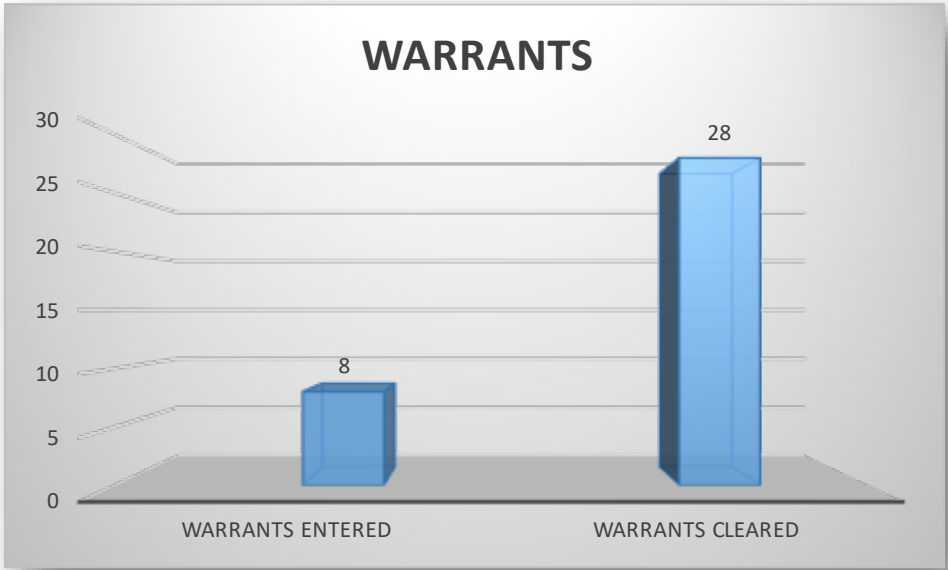
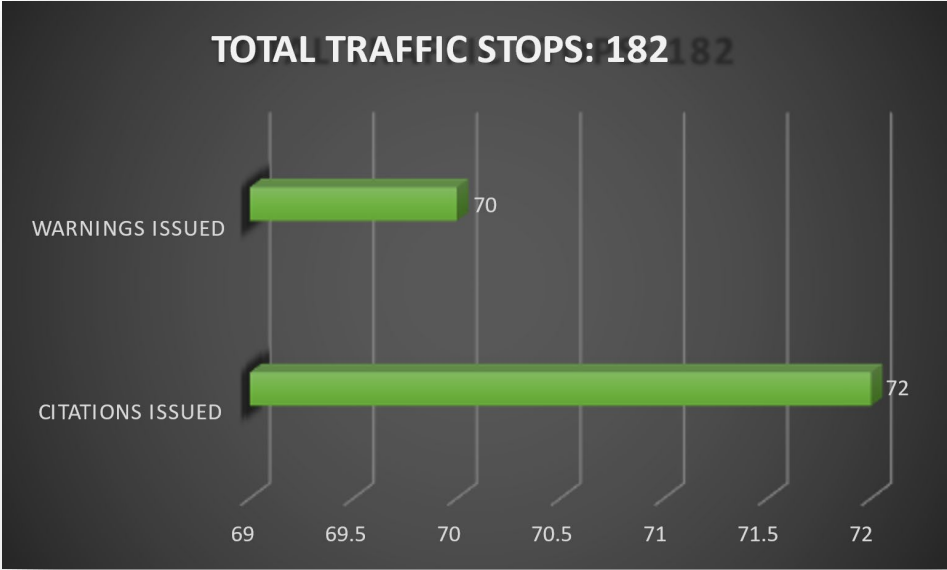
- 617 N. Pecan – High weeds
- 305 W. 2nd – High weeds
- 901 W. Jeanette – Rubbish
- 113 E. 2nd - Rubbish

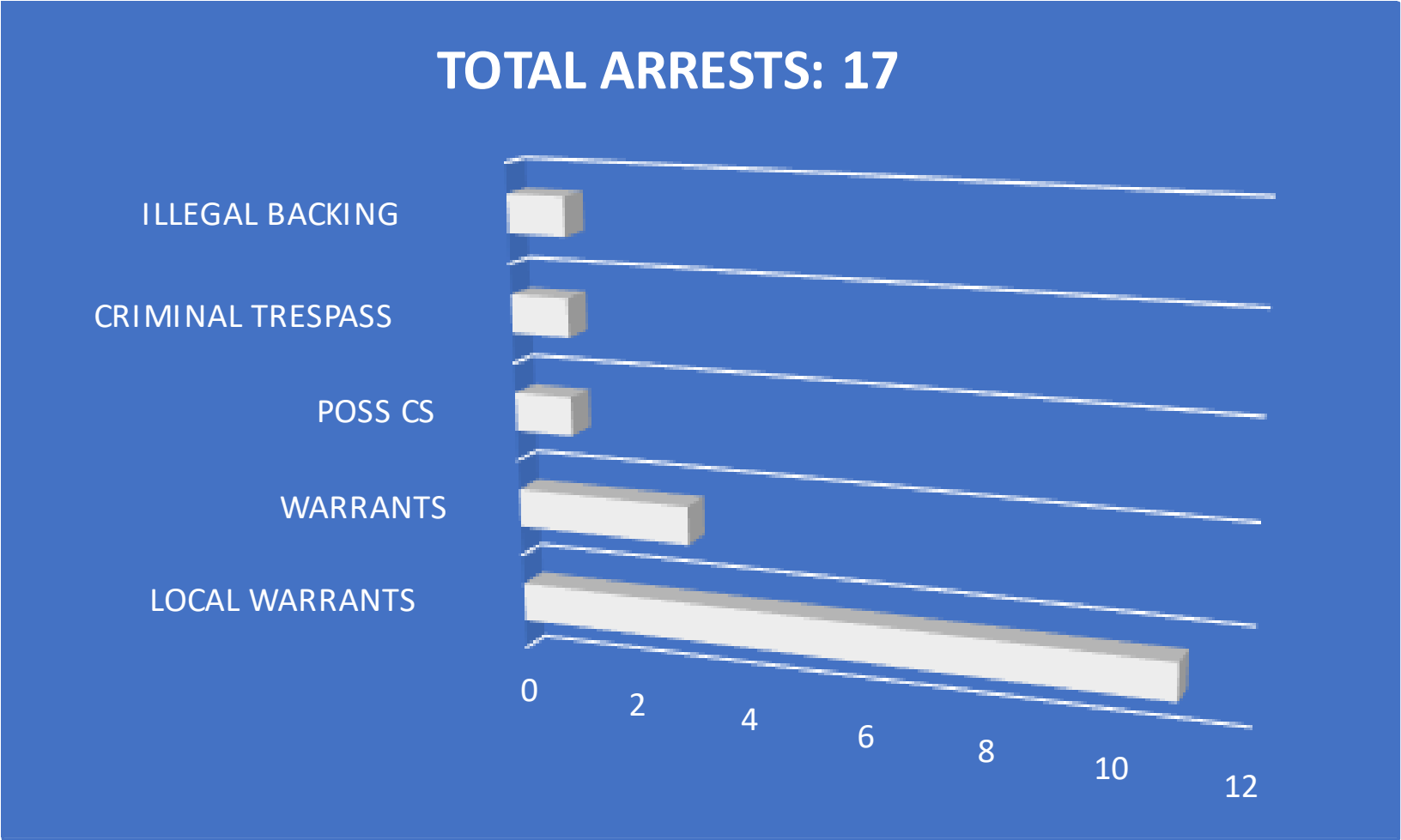
CODE ENFORCEMENT

Substandard homes ready for demolition by the City – 8

- 1305 W. 1st (city owned)
- 806 S. Cutting (city owned) – demolished and hauled off
- 601 N. Harvey (city owned)
- 205 W. 3rd (city owned) – demolished and hauled off
- 803 W. Hullum
- 513 S. Stoker
- 907 N. Shelton – demolished and most has been hauled off
- 1214 W. 4th



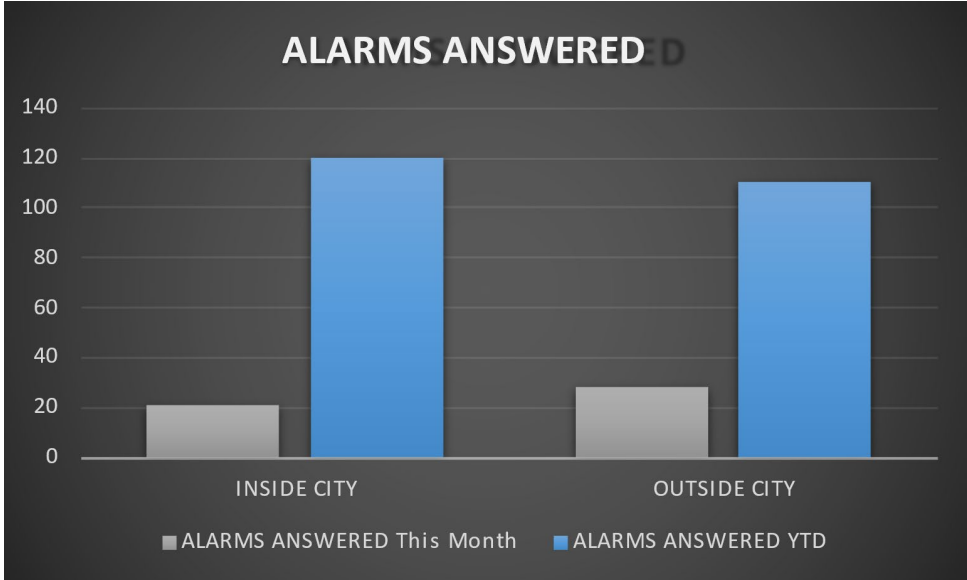
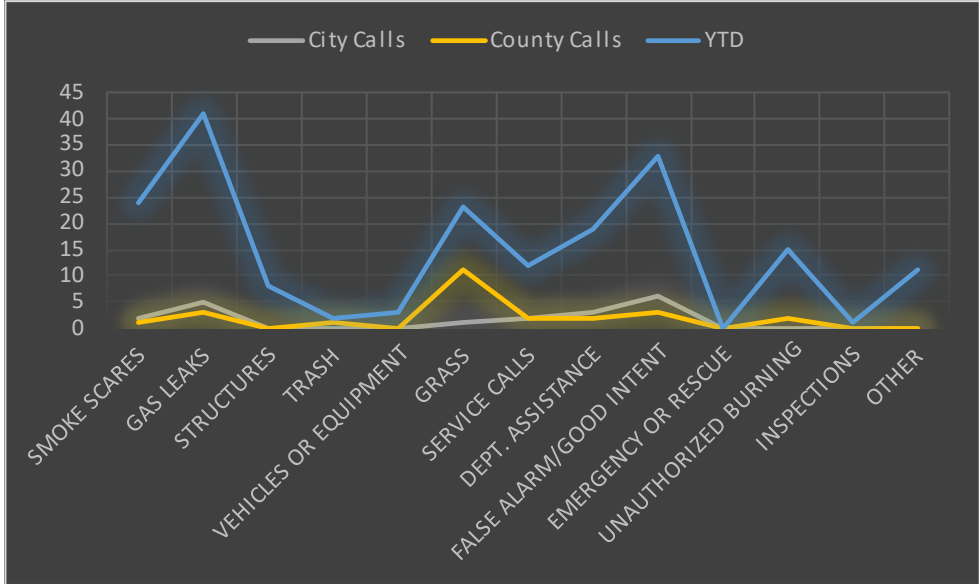


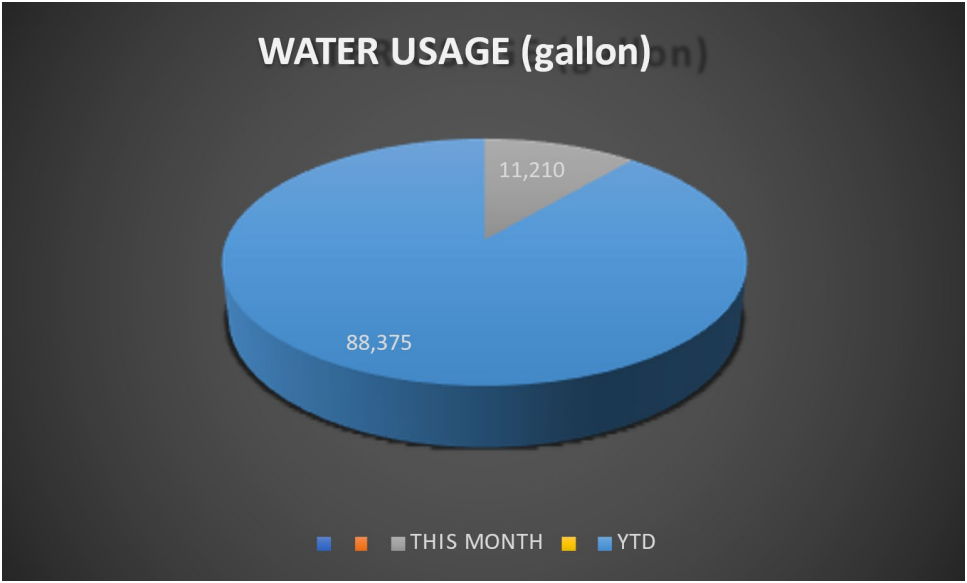
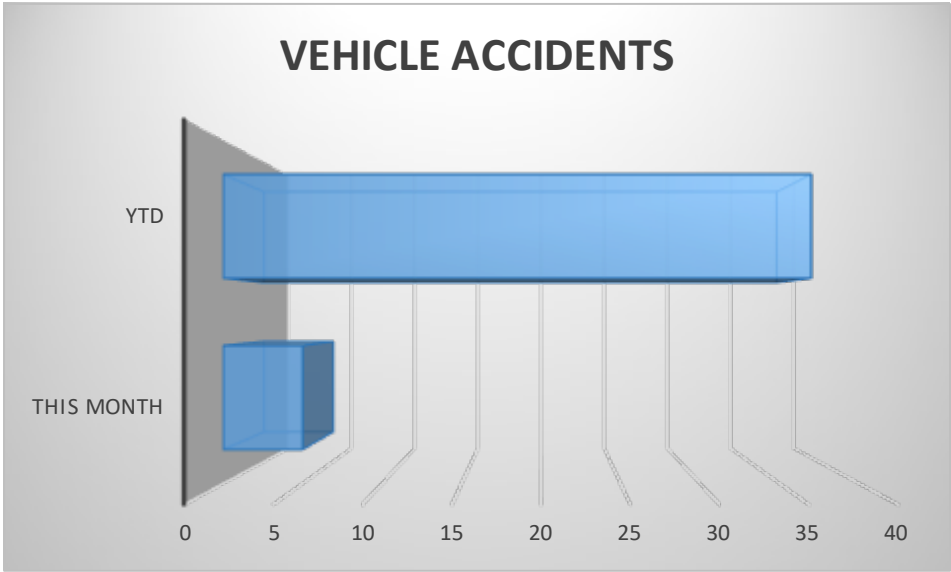


ANIMAL CONTROL

Call Type	Carcass	Nuisance Dog/Other	Stray	Missing Pet	Bite- animal	Bite- Human	Wildlife/ Livestock	Welfare	Info	Injured	Total
	10	15/1	17	6	1	0	1/2	3	10	2	68
Shelter Intake	Surrender	Stray	Aggressive	Carcass	Cat	Born					
	0	16	4	10	1	4					25/10c
Left Shelter	Owner	Adopted	Foster	Euthanized	Expired	Rescue					
	5	4	4	6	0	0					19
Total in Shelter at Month End											41 (9 adult 32 puppies)







PARKS & CEMETERY





4 pavilion rentals

Pool doing Good, finishing the year strong

Volleyball big hit, Lot of participation

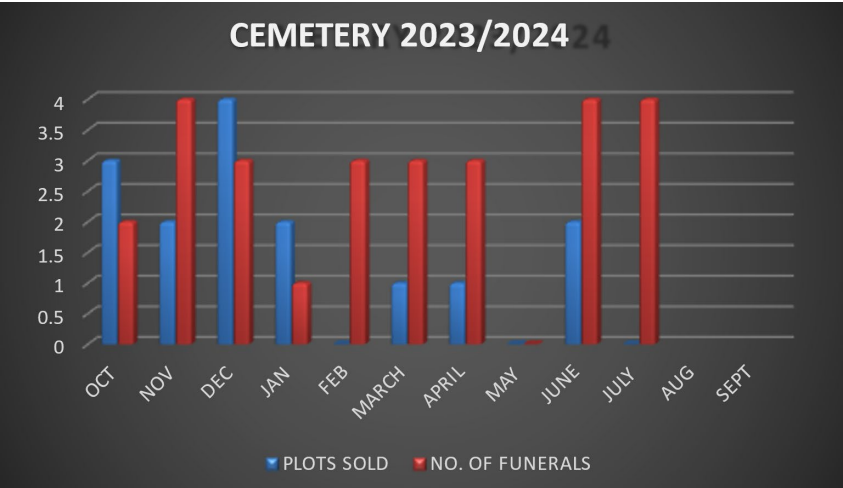
Community Garden is about done for this year

Maintaining all park

A lot of people using the park

Several projects are still being worked on, including the Dog Park, Toddler Park

Spraying Weeds around the park



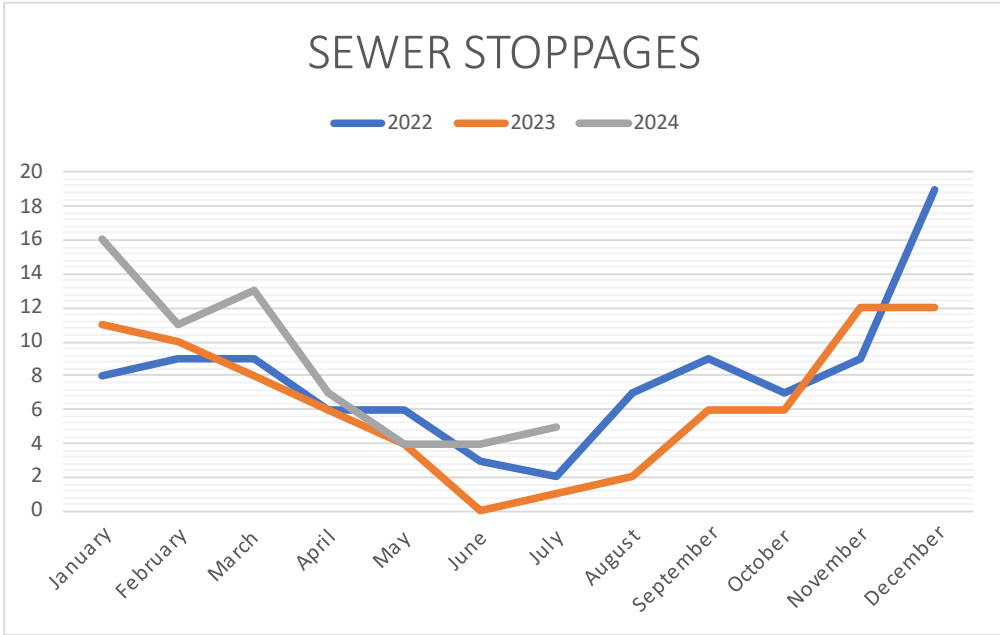
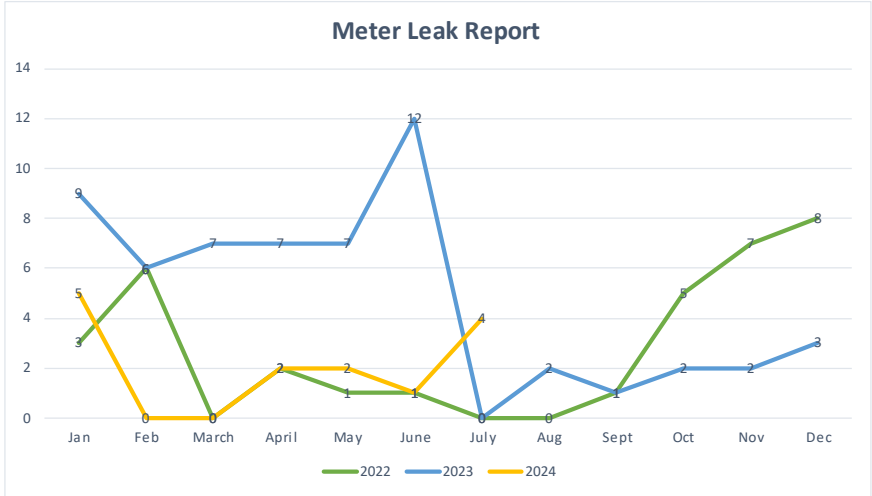
- 4 funerals to report
- Beginning to water
- Leveling small military stones
- Fix leak on sprinklers
- Maintaining Cemetery
- Maintaining equipment
- Filling Graves
- Helping in park

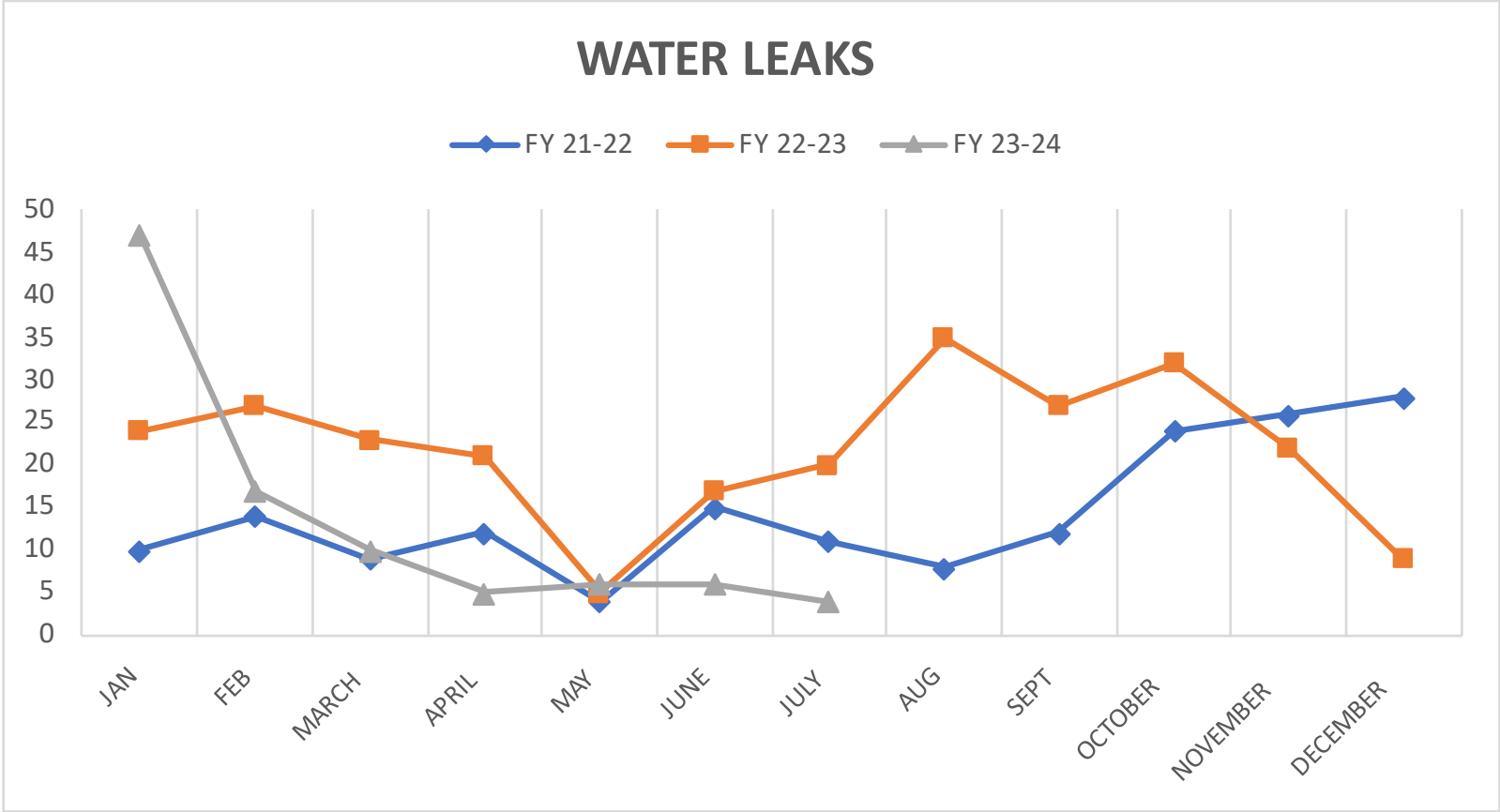
CEMETERY

PUBLIC WORKS



DEPARTMENT





911 First Responders Benefit

Saturday, September 7th

GET YOUR
RAFFLE
TICKETS!



FREE
LUNCH
11am-2pm



JOIN US IN GIVING BACK TO OUR HEROES!

ALL DONATIONS AND RAFFLE PROCEEDS WILL BE GIVEN TO LOCAL FIRST RESPONDERS & COMMUNITY-BASED ORGANIZATIONS.

Saturday, September 7th

\$10 OFF

ENTIRE Purchase of \$30 or more



SERVING COMMUNITIES SINCE 1881

HIGGINBOTHAM

BROTHERS

BRECKENRIDGE, TX

3720 W. WALKER

(254)559-2766

Saturday, September 7th

20% OFF

ALL Fire safety items

Item 2.

The City of Breckenridge and Breckenridge Police Department



Proudly

Present

NATIONAL NIGHT OUT

Tuesday, October 1st, 2024: 6PM – 8PM

Stephens County Law Enforcement Center - 210 E. Dyer Street



NATIONAL NIGHT OUT is an annual, national event designed to strengthen community spirit and partnerships with **LAW ENFORCEMENT** and **FIRST RESPONDERS**, generate support for community organizations and programs, raise crime prevention awareness, and send a strong message to the **CRIMINALS** that this we are all working together to fight back.

➤ ***Please join us at the National Night Out Block Party to enjoy:***

FREE: Food & Drinks; Games & Prizes; Live DJ & Music from **KLXK / KROO**; Child ID & Fingerprinting; Career Information; Equipment Demonstrations; Meet representatives from:

Breckenridge Police Department/911 Call Center/Animal Center, Breckenridge Fire Department/Code Enforcement, Stephens County Sheriff's Office, AIR EVAC Lifeteam, Stephens Memorial Hospital District / Breckenridge Medical Center, Resource Care, Sacred Cross EMS, APS, CPI, DPS, Texas Parks & Wildlife, Doctor Goodall's House-CAC/CASA, Betty Hardwick Center, Stephens County Adult & Juvenile Probation, City / County / District Court Officers, Central West Texas Council of Governments, Girl Scouts & Boy Scouts, Local Civic & Business Organizations, Texas State Technical College,



Questions? Contact: City of Breckenridge: www.breckenridgetx.gov / NNO: www.natw.org
Breckenridge Police Department (254) 559-2211 / City Offices: (254) 559-8287



BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Consider approval of the August 6, 2024, regular commission meeting minutes as recorded.

Department: Administration

Staff Contact: Jessica Sutter

Title: City Secretary

BACKGROUND INFORMATION:

Meeting minutes for the regular commission meeting on August 6, 2024.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of the August 6, 2024, regular meeting minutes as presented.

REGULAR MEETING OF THE BRECKENRIDGE CITY COMMISSION



Tuesday, August 6, 2024, at 5:30 PM
Breckenridge City Offices Commission Chambers
105 North Rose Avenue
Breckenridge, Texas 76424

MINUTES

REGULAR CITY COMMISSION MEETING OF THE CITY OF BRECKENRIDGE, TEXAS, HELD ON THIS DATE WITH THE FOLLOWING MEMBERS' PRESENT.

PRESENT

MAYOR
COMMISSIONER, PLACE 1
COMMISSIONER, PLACE 2
MAYOR PRO TEM, PLACE 3
COMMISSIONER, PLACE 4

BOB SIMS
BLAKE HAMILTON
GREG AKERS
VINCE MOORE
GARY MERCER

CITY MANAGER
CITY SECRETARY
CITY ATTORNEY
POLICE CHIEF
PUBLIC SERVICES DIRECTOR
CODE ENFORCEMENT/FIRE CHIEF
FINANCE DIRECTOR

CYNTHIA NORTHROP
JESSICA SUTTER
EILEEN HAYMAN
BLAKE JOHNSON
STACY HARRISON
MALCOLM BUFKIN
DIANE LATHAM

CALL TO ORDER

Mayor Sims called the meeting to order at 5:30 p.m.

Invocation led by Samantha Chambers of First Methodist Church

PLEDGE OF ALLEGIANCE

OPEN FORUM

Leslie Howk-108 Medina Court
Marvin Chaney-105 Gaston Court
Gary Fambro-1516 CR 225

No Action Taken

STAFF REPORT

City Manager

- 1. City Business
 - Utility billing update
 - Also gave Cactus Cove (BWRN) update*
 - Park improvement update
 - Certificate of Appreciation- Mercedes Luna
 - Department head reports
- 2. Upcoming Events
 - August 10 Sips of Summer
 - August 15 Bulk Pickup
 - August 27 Special Meeting-Public Hearing on Tax Rate
 - September 2 City Offices Closed in Observance of Labor Day

Police Chief

- 3. Employee of the Month - Raymond J. Walker
 - No Action Taken

SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

(Mayoral proclamations, presentations of awards and certificates, and other acknowledgements of significant accomplishments or service to the community.)

- 4. Presentation of Certificate of Appreciation to Betty Brewer for her years of service as the Executive Director of the Breckenridge Housing Authority.
- 5. Administer the Oath of Office to Police Officer Heath Oakley.
- 6. Presentation of Proclamation and Lifesaving award to Officer Drew Boggs for his successful efforts in saving a human life in the line of duty.
- 7. Stephens County Humane Society to address the Commission regarding animal control practices and animal ordinance.

No Action Taken

CONSENT AGENDA.

8. Consider approval of the July 2, 2024, regular commission meeting minutes as recorded.
9. Consider approval of the agreement between the City of Breckenridge and the Breckenridge Library and Fine Arts Foundation.

Commissioner Akers made a motion to approve consent agenda items 8-9 as presented. Commissioner Mercer seconded the motion. The motion passed 5-0.

ACTION ITEMS

10. Discussion and any necessary action regarding BEDC - Downtown Development Committee request for funding assistance

JB Sparks addressed Commissioners explaining that the BEDC has been funding a part-time position that keeps the downtown area cleaned up. The BEDC is requesting a cost share of the position to keep him on staff. The position is contracted at \$15.00 per hour and is capped at \$750 bi-weekly. The cost to the city will be \$9,750.00.

Commissioner Hamilton made a motion to approve the Downtown Development Committee's request for funding assistance. Mayor Pro Tem Moore seconded the motion. The motion passed 5-0.

11. Discussion and any necessary action regarding BEDC agreement with Shackelford County Community Resource Center to purchase property owned by the Breckenridge Industrial Foundation.

This item was incorrectly posted and will be brought back to the Commissioners for consideration during the Special meeting on August 27, 2024.

12. Discussion and any necessary action regarding Resolution 2024-19; proposed Commission Code of Ethics.

City Manager Cynthia Northrop stated that during the development of a City Commissioner orientation packet for new Commissioners, it was discovered that we do not have a Code of Ethics. This is a standard practice for cities to have. Commissioner Akers stated that he would like to table the item to consult with the City Attorney at a later date.

Commissioner Akers made a motion to table until the next commission meeting. Commissioner Mercer seconded the motion. The motion passed 5-0.

13. Discussion and any necessary action regarding approval of Resolution 2024-21 updating the Personnel Policy regarding Employee Code of Ethics.

Commissioner Akers made a motion to table until the next commission meeting. Mayor Pro Tem Moore seconded the motion. The motion passed 5-0.

14. Discussion and any necessary action regarding proposal to address Fire Station living quarters for employees.

City Manager Northrop reviewed the proposed solutions regarding the living quarters for the City of Breckenridge Firefighters. There was an Ad Hoc Committee that brainstormed several solutions. The recommended solution would include three phases. First, to place temporary living quarters on the parking lot of the north side of the fire station. Phase two would be to demo the existing Fire Station building. Third, would be to construct a metal building on the remaining slab.

Commissioner Akers made a motion to approve the Ad Hoc committee recommendation as presented. Commissioner Mercer seconded the motion. The motion passed 5-0.

15. Discussion and any necessary action regarding approval of Resolution 2024-20 accepting the 2024 Certified Appraisal roll.

City Manager Northrop reviewed the 2024 Tax Appraisal Roll as prepared by the Stephens County Appraisal District.

Commissioner Mercer made a motion to approve Resolution 2024-20 accepting the 2024 Certified appraisal roll. Commissioner Hamilton seconded the motion. The motion passed 5-0.

16. Discussion and any necessary action regarding FY 2024-2025 Budget.

City Manager Northrop presented an updated draft budget based on Certified values.

No action taken.

17. Discussion and any necessary action to schedule August 27, 2024, for Public Hearing on the proposed tax rate, discuss tax rate, NNR, and Voter Approval Rate, De Minimus Rate and take a record vote.

Northrop explained that in order to comply with state statutes the City Commission is required to hold a Public Hearing on the proposed tax rate. The Public Hearing is recommended to be held on Tuesday, August 27, 2024.

Mayor Pro Tem Moore made a motion to approve scheduling August 27, 2024, for a Public Hearing on the proposed tax rate. Commissioner Hamilton seconded the motion. City Secretary Jessica Sutter took a roll call vote. Mayor Sims -Aye, Commissioner Hamilton -Aye, Commissioner Akers- Aye, Mayor Pro Tem Moore-Aye, Commissioner Mercer-Aye.

18. Discussion and any necessary action regarding setting a Public Hearing to consider FY 2024/2025 proposed budget on September 3, 2024.

City Manager Northrop explained that in order to conform with the Local Government Code Commissioners will need to schedule a public hearing on the proposed FY 2024/2024 budget. It is recommended to hold the public hearing on September 3, 2024.

Commissioner Hamilton made a motion to approve setting a public hearing to consider FY 2024/2025 proposed budget on September 3, 2024. Mayor Pro Tem Moore seconded the motion. The motion passed 5-0.

19. Discussion and any necessary action regarding approval of Ordinance 2024-13 updating Schedule of Fees (First Reading).

Northrop explained that this fee schedule update includes water and wastewater rate increases that were approved by Commissioners previously as a result of the water/wastewater rate study.

Commissioner Hamilton made a motion to approve the first reading of Ordinance 2024-13 as presented. Commissioner Mercer seconded the motion. The motion passed 4-1 with Commissioner Akers voting Nay.

RECEIVE REQUESTS FROM COMMISSION MEMBERS/STAFF FOR ITEMS TO BE PLACED ON NEXT MEETING AGENDA

Discussion under this section must be limited to whether or not the Commission wishes to include a potential item on a future agenda.

No requests.

ADJOURN

There being no further business, Mayor Sims adjourned the regular session at 7:35 p.m.

Bob Sims, Mayor

Jessica Sutter, City Secretary



**BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM**

Subject: Consider approval of the August 20, 2024, special commission meeting minutes as recorded.

Department: Administration

Staff Contact: Jessica Sutter

Title: City Secretary

BACKGROUND INFORMATION:

Meeting minutes for the special commission meeting on August 20, 2024.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of the August 20, 2024, special meeting minutes as presented.

SPECIAL MEETING OF THE BRECKENRIDGE CITY COMMISSION



Tuesday, August 20, 2024, at 5:30 PM
Stephens County Courthouse
200 W. Walker
Breckenridge, Texas 76424

MINUTES

SPECIAL CITY COMMISSION MEETING OF THE CITY OF BRECKENRIDGE, TEXAS, HELD ON THIS DATE WITH THE FOLLOWING MEMBERS' PRESENT.

PRESENT

MAYOR
COMMISSIONER, PLACE 1
COMMISSIONER, PLACE 2
MAYOR PRO TEM, PLACE 3

BOB SIMS
BLAKE HAMILTON
GREG AKERS
VINCE MOORE

CITY MANAGER
CITY SECRETARY
POLICE CHIEF
CODE ENFORCEMENT/FIRE CHIEF

CYNTHIA NORTHROP
JESSICA SUTTER
BLAKE JOHNSON
MALCOLM BUFKIN

NOT PRESENT

COMMISSIONER, PLACE 4

GARY MERCER

CALL TO ORDER

The meeting was called to order at 5:30 p.m.

WORKSHOP ITEMS

1. Discussion with Stephens County Commissioners regarding various City/County Interlocal Agreements

Joint discussion with County Commissioners, City Commissioners, County Judge, and City Manager regarding current and potential interlocal agreements. This was discussion only and no action was taken.

ADJOURN

There being no further business, the meeting was adjourned at 7:53 p.m.

Bob Sims, Mayor

Jessica Sutter, City Secretary



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of the August 27, 2024, special commission meeting minutes as recorded.

Department: Administration

Staff Contact: Jessica Sutter

Title: City Secretary

BACKGROUND INFORMATION:

Meeting minutes for the special commission meeting on August 27, 2024.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of the August 27, 2024, special meeting minutes as presented.

SPECIAL MEETING OF THE BRECKENRIDGE CITY COMMISSION



Tuesday, August 27, 2024, at 5:30 PM
Breckenridge City Offices Commission Chambers
105 North Rose Avenue
Breckenridge, Texas 76424

MINUTES

SPECIAL CITY COMMISSION MEETING OF THE CITY OF BRECKENRIDGE, TEXAS, HELD ON THIS DATE WITH THE FOLLOWING MEMBERS' PRESENT.

PRESENT

MAYOR
COMMISSIONER, PLACE 1
COMMISSIONER, PLACE 2
MAYOR PRO TEM, PLACE 3
COMMISSIONER, PLACE 4

BOB SIMS
BLAKE HAMILTON
GREG AKERS
VINCE MOORE
GARY MERCER

CITY MANAGER
CITY SECRETARY
CITY ATTORNEY

CYNTHIA NORTHROP
JESSICA SUTTER
EILEEN HAYMAN

NOT PRESENT

CALL TO ORDER

Mayor Sims called the meeting to order at 5:30 p.m.

OPEN FORUM

No Speakers

PUBLIC HEARING ITEMS

Mayor Sims opened the public hearing at 5:31 p.m.

1. Public Hearing on Proposed FY 2024-2025 City of Breckenridge Tax Rate

No Speakers

Mayor Sims closed the public hearing at 5:31 p.m.

ACTION ITEMS

2. Discussion and any necessary action regarding BEDC agreement with Shackelford County Community Resource Center to purchase property

City Manager Northrop explained that this item was discussed at the August 6, 2024, meeting however it was incorrectly posted. This is to correct the action taken. The BEDC has agreed with the Shackelford County Community Resource Center to purchase roughly 1.7 acres. The Industrial Foundation currently owns 2.4 acres contiguous with this land. This purchase will increase the efficiency of this land that will be offered to a hotel developer.

Commissioner Hamilton made a motion to approve the BEDC agreement with Shackelford County Community Resource Center to purchase property. Mayor Pro Tem Moore seconded the motion. The motion passed 5-0.

3. Discussion and any necessary action regarding Ordinance No. 2024-14 temporarily reducing the speed limit for portions of US Highway 180 and FM 3099

Northrop stated that the TxDOT is requesting that the city approve temporary construction speed zones on US Highway 180/Walker and FM 3099 during the FM 3099 intersection improvements. The project (FM 3099/180 Intersection Straightening) is estimated to be completed in the spring of 2025.

Mayor Pro Tem Moore made a motion to approve Ordinance 2024-14 temporarily reducing the speed limit for portions of US Highway 180 and FM 3099. Commissioner Mercer seconded the motion. The motion passed 5-0.

Commissioners went into executive session before agenda items 4 and 5 at 5:35 pm.

4. Discussion and any necessary action regarding Resolution 2024-19; proposed Commission Code of Ethics

Mayor Pro Tem Moore made a motion to approve Resolution 2024-19 Commissioner Code of Ethics. Commissioner Hamilton seconded the motion. The motion passed 5-0.

5. Discussion and any necessary action regarding approval of Resolution 2024-21 updating the Personnel Policy regarding Employee Code of Ethics

Commissioner Mercer made a motion to approve Resolution 2024-21 updating the personnel policy regarding the employee code of ethics. Mayor Pro Tem Moore seconded the motion. The motion passed 5-0.

EXECUTIVE SESSION

Mayor Sims convened the meeting into executive session at 5:35 pm.

Consultation with Attorney

§551.071(1),(2): Consultation with attorney regarding pending or anticipated litigation, or a settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter:

6. Commissioner Code of Ethics
7. Employee Code of Ethics

Mayor Sims Reconvened the meeting into open session at 6:04 pm and commissioners continued with action items four and five.

ADJOURN

There being no further business, Mayor Sims adjourned the regular session at 6:04 p.m.

Bob Sims, Mayor

Jessica Sutter, City Secretary



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of Resolution 2024-23 BISD Homecoming Parade.

Department: Administration

Staff Contact: Jessica Sutter

Title: City Secretary

BACKGROUND INFORMATION:

BISD has requested a temporary closure of a portion of US 180 on September 25, 2024, from 7:00 pm-8:00 pm for the Homecoming Parade. They will be using the same route as the 2023 Homecoming Parade.

FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

Consider approval of Resolution 2024-23 as presented.

Agreement No. _____

STATE OF TEXAS §
COUNTY OF §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the “State,” and the City of Breckenridge, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the “local government.”

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including US HWY 180, in Stephens, County; and

WHEREAS, the local government has requested the temporary closure of US Highway 180 (Walker Street) for the purpose of Homecoming Parade, from 09/25/2023 to 09/25/2023 as described in the attached “Exhibit A,” hereinafter identified as the “Event;” and

WHEREAS, the Event will be located within the local government’s incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State’s right of way will be performed within the State’s requirements; and

WHEREAS, on the 3rd day of Septemeber, 2024, the Breckenridge City Council passed Resolution / Ordinance No. 2024-23, attached hereto and identified as “Exhibit B,” establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway

numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will

be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall

Agreement No. _____

provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

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

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of Breckenridge 105 N. Rose Ave Breckenridge, TX 76424	Texas Department of Transportation 2495 Highway 183 North Brownwood, TX 76802

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

Agreement No. _____

THE CITY OF BRECKENRIDGE

Executed on behalf of the local government by:

By _____ Date _____
City Official

Typed or Printed Name and Title BOB SIMS, MAYOR

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Exhibit A

DESCRIPTION OF EVENT:

HOMEcomings PARADE

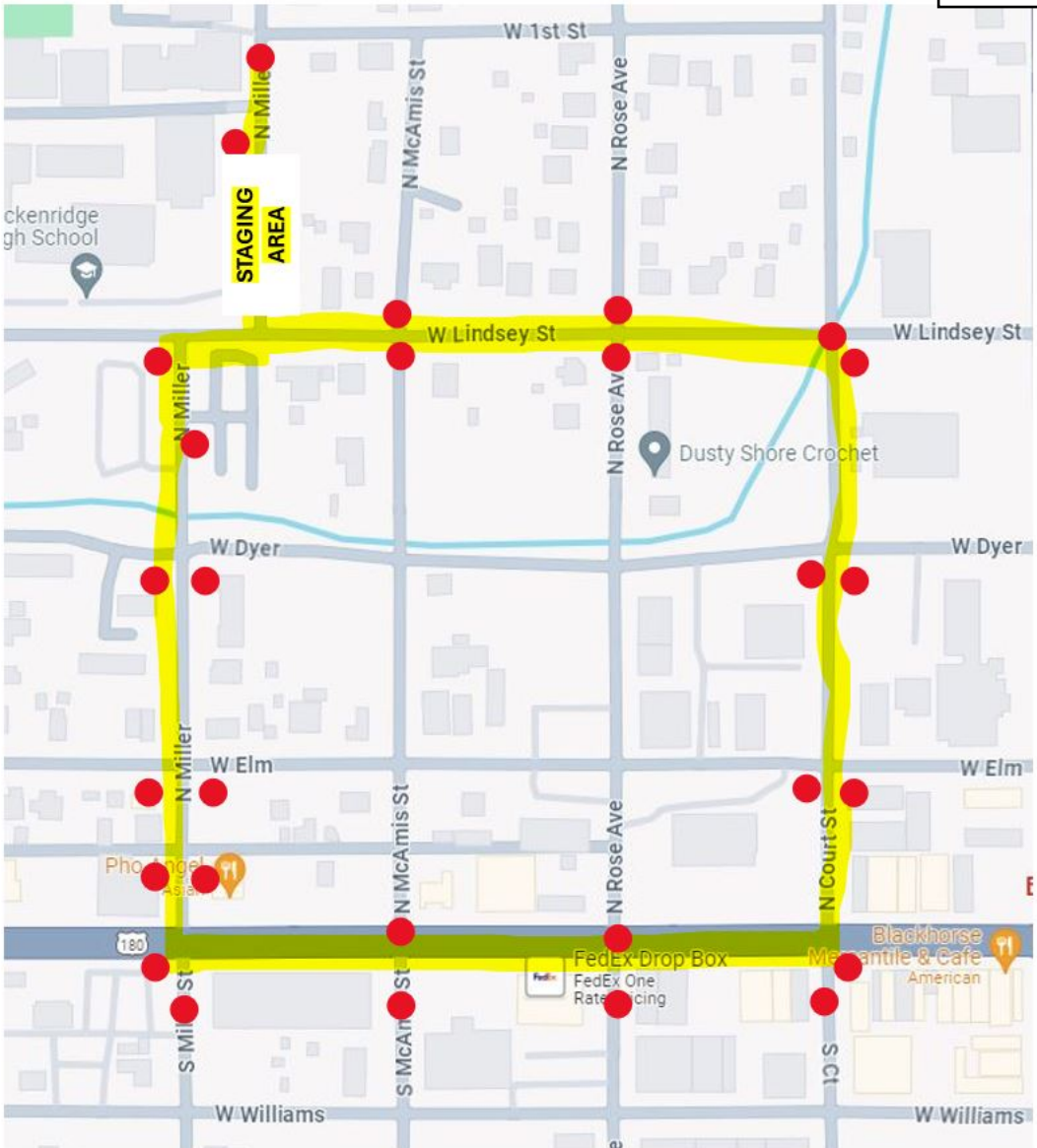
Exhibit B

**RESOLUTION 2024-23
ATTACHED**

Exhibit C**Stephens County – US Hwy 180
of Lanes: 4****Date: September 25, 2024
Estimated Attendance: 400-800 People****Equipment Involved will include, but not be limited to the following:**

- 1. Tractor & Vehicle/ Trailer Drawn Floats**
- 2. Horse Drawn Wagons**
- 3. Mounted Riding Groups**
- 4. Marching Band**
- 5. Dance Groups**
- 6. Walking Groups (Goody Toss)**
- 7. New and Antique Automobiles**
- 8. Motorcycle & ATV's**
- 9. Fire & Police Vehicles**
- 10. Buses**
- 11. EMS Vehicles**

Item 6.



Yellow-Route

Red-Road Closures



BRECKENRIDGE POLICE DEPARTMENT

August 5, 2024

To Whom It May Concern:

Please be advised that the Breckenridge Police Department will provide traffic control for the Breckenridge Homecoming parade scheduled for Wednesday, September 25, 2024, from 7:00 P.M. until 8:00 P.M. The parade floats will be staged along Miller Road. The parade will proceed south on Miller, then east on Walker, then north on Court. Walker will be closed for approximately one hour.

If anything further is required, please contact our department at (254) 559-2211 or by fax at (254) 559-7100.

Thank You,

A handwritten signature in black ink, appearing to read "Blake Johnson", is written over a horizontal line.

Blake Johnson
Chief of Police
Breckenridge Police Department

RESOLUTION NO. 2024-23

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, TO ENTER INTO AN AGREEMENT WITH THE STATE OF TEXAS THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION FOR THE TEMPORARY CLOSURE OF STATE HIGHWAY 180 FOR A PARADE ASSOCIATED WITH THE BRECKENRIDGE INDEPENDENT SCHOOLDISTRICT.

WHEREAS, the City Commission of the City of Breckenridge is in cooperation with the State of Texas for the safety and convenience of the traveling public; and

WHEREAS, the City of Breckenridge requests the temporary closure of State Highway 180 on September 25, 2024, for a Homecoming Parade associated with the Breckenridge Independent School District; and

WHEREAS, the Homecoming Parade will be located within the City of Breckenridge incorporated area, and the closure will be performed within the State’s requirements;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS:

That at a meeting of the City Commission held on the 3rd day of September 2024, this resolution was adopted in accordance with Chapter 43, Texas Administrative Code, Section 22.12 to comply with the rules and procedures established by said chapter and section.

This resolution is adopted so that the Homecoming Parade may be conducted on September 25, 2024.

PASSED AND APPROVED this 3rd day of September 2024.

Bob Sims,
Mayor

ATTEST:

Jessica Sutter, City Secretary

SEAL



CERTIFICATE OF INSURANCE

Agents should complete this form by providing all requested information, then either email, fax, or mail this form as noted at the bottom of page two. Copies of endorsements listed below are not required as attachments to this certificate.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not confer any rights or obligations other than the rights and obligations conveyed by the policies referenced on this certificate. The terms of the policies referenced in this certificate control over the terms of the certificate.

Insured: Breckenridge ISD
Street/Mailing Address: 208 North Miller / PO Box 1738
City/State/Zip: Breckenridge, TX 76424
Phone Number: (254) 559 - 2278

WORKERS' COMPENSATION INSURANCE COVERAGE:

Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name:			Carrier Phone #: () -	
Address:			City, State, Zip:	
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability:
Workers' Compensation				Not Less Than: Statutory - Texas

COMMERCIAL GENERAL LIABILITY INSURANCE:

Carrier Name: Property Alliance of Texas			Carrier Phone #: (405) 556 - 2363	
Address: 12300 Dundee Ct. Suite 112			City, State, Zip: Cypress, TX 77429	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Commercial General Liability Insurance	PC215-901-24	09/01/2024	09/01/2025	Not Less Than: \$ 600,000 each occurrence

BUSINESS AUTOMOBILE POLICY:

Carrier Name: Property Alliance of Texas			Carrier Phone #: (405) 556 - 2363	
Address: 12300 Dundee Ct. Suite 112			City, State, Zip: Cypress, TX 77429	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Business Automobile Policy	PC215-901-24	09/01/2024	09/01/2025	Not Less Than: \$ 600,000 combined single limit

UMBRELLA POLICY (if applicable):

Carrier Name:			Carrier Phone #: () -	
Address:			City, State, Zip:	
Type of Insurance:	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability:
Umbrella Policy				

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. THIS IS TO CERTIFY to the Texas Department of Transportation acting on behalf of the State of Texas that the insurance policies named are in full force and effect. If this form is sent by facsimile machine (fax), the sender adopts the document received by TxDOT as a duplicate original and adopts the signature produced by the receiving fax machine as the sender's original signature.

Agency Name	Address	City, State, Zip Code
Edwards Risk Management, Inc.	1004 Marble Heights Dr.	Marble Falls, TX 78654
(830) 693 - 2728	<i>Walker Tudeau</i>	08/26/2024
Authorized Agent's Phone Number	Authorized Agent Original Signature	Date

The Texas Department of Transportation maintains the information collected through this form. With few exceptions, you are entitled on request to be informed about the information that we collect about you. Under §§552.021 and 552.023 of the Texas Government Code, you also are entitled to receive and review the information. Under §559.004 of the Government Code, you are also entitled to have us correct information about you that is incorrect.

NOTES TO AGENTS:

Agents must provide all requested information then either email, fax, or mail this form as noted below.

Pre-printed limits are the minimum required; if higher limits are provided by the policy, enter the higher limit amount on an Acord Form.

To avoid work suspension, an updated insurance form must reach the address listed below **one business day prior** to the expiration date. **Insurance must be in force in order to perform any work.**

Binder numbers are not acceptable for policy numbers.

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

List the contractor's legal company name, including the DBA (doing business as) name as the insured. If a staff leasing service is providing insurance to the contractor/client company, list the staff leasing service as the insured and show the contractor/client company in parenthesis.

The Texas Department of Insurance (TDI) approved forms are the only acceptable proof of insurance for department contracts. The preferred Certificate of Insurance (COI) is on a 1560 or Acord form.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

DO NOT COMPLETE THIS FORM UNLESS THE WORKERS' COMPENSATION POLICY IS ENDORSED WITH A WAIVER OF SUBROGATION IN FAVOR OF TXDOT.

The **SIGNATURE** of the agent is required.

CERTIFICATE OF INSURANCE REQUIREMENTS:

WORKERS' COMPENSATION INSURANCE:

The contractor is required to have Workers' Compensation Insurance if the contractor has any employees including relatives.

The word STATUTORY, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or ACCIDENT INSURANCE is not an acceptable substitute for Workers' Compensation.

COMMERCIAL GENERAL LIABILITY INSURANCE:

MANUFACTURERS' or CONTRACTOR LIABILITY INSURANCE is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

BUSINESS AUTOMOBILE POLICY:

If coverages are specified separately, they must be at least these amounts:

Bodily Injury	\$500,000 each occurrence \$100,000 each occurrence
Property Damage	\$100,000 for aggregate

PRIVATE AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for a Business Automobile Policy.

Completed forms may be submitted by any of the following methods:

Email: CST_Insurance@txdot.gov
Fax: (512) 416-2536
Mail: Texas Department of Transportation
CST – Contract Processing
125 E. 11th Street
Austin, TX 78701-2483



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of Resolution 2024-22 for recommended Board of Director appointments to the BEDC.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The BEDC Board is recommending the following Board of Director appointments:

- Virgil Moore III – Former EDC Executive Director
- Ronnie Langford – Graham Savings & Loan and Chamber President
- Jacob Cornwall – CFO for Petex

These three new directors will each serve a two-year term (September 30, 2024 – September 30, 2026) and will replace Board President, Lee Olsen, Director Wade Smith, and Director David Duggan who are each serving a two-year term that expires September 30, 2024.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of Resolution 2024-22 as presented.



P.O. Box 1466 100 EAST ELM STREET BRECKENRIDGE, TEXAS 76424
PHONE 254-559-6228 FAX 254-559-7104 EMAIL: VMOORE@BRECKENRIDGETEXAS.COM

July 31, 2024

RE: BOARD OF DIRECTORS APPOINTMENTS

Mayor Bob Sims
Breckenridge City Commission

Dear Sirs:

The two-year terms of David Duggan, Lee Olson, and Wade Smith, members of the Board of Directors of the Breckenridge Economic Development Corporation, expire on September 30, 2024.

At our Board meeting held July 30, 2024, the BEDC Board unanimously recommended the following names and request their appointment by the City Commission:

New Directors to be appointed for a two-year term: Virgil Moore III, Ronnie Langford, and Jacob Cornwall.

Each of the nominees has been contacted and agrees to serve if appointed.

Thank you for your consideration.

Sincerely,

Lee Olson, Board President

RESOLUTION NO. 2024-22

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, TO APPOINT THREE MEMBERS TO THE BOARD OF DIRECTORS OF THE BRECKENRIDGE ECONOMIC DEVELOPMENT CORPORATION.

WHEREAS, Resolution No. 07-16 authorized and approved the creation of the Breckenridge Economic Development Corporation; and

WHEREAS, the City Commission is charged with the responsibility of appointing members to the Board of Directors of the Breckenridge Economic Development Corporation; and

WHEREAS, the terms of office for David Duggan, Lee Olson, and Wade Smith expire September 30, 2024; and

WHEREAS, David Duggan has served three successive terms and is not eligible to be reappointed to another term at this time; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS:

New Directors to be appointed for a two-year term Virgil Moore III, Ronnie Langford, and Jacob Cornwall expiring September 30, 2026.

PASSED AND APPROVED this 3rd day of September 2024.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L



BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Consider approval of Interlocal agreement with Young County, Texas for the purpose of funding a bond supervision officer

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The proposed agreement is between Young County, Stephens County, City of Graham, City of Olney, and Breckenridge. The purpose of the agreement is to cost share an employee position that manages the supervision of probationers within our jurisdiction. The commission previously approved the same agreement and began participation during FY 2021 at the requested funding amount of \$7,500. The Chief Probation Officer of the 90th Judicial District Court is the responsible party for hiring and supervising the position.

The ILA further states that if revenue for an annual term exceeds the projected revenue by \$5,000, a proportionate amount will be refunded to the entities.

FINANCIAL IMPACT:

This was a budgeted expense.

STAFF RECOMMENDATION:

Consider approval of Interlocal agreement with Young County, Texas for the purpose of funding a bond supervision officer

YOUNG COUNTY

STATE OF

TEXAS



GRAHAM, TEXAS 76450

July 29, 2024

City of Breckenridge
ATTN: City Manager
1054 N. Rose
Breckenridge, TX 76424

To Whom it May Concern,

Enclosed is the Interlocal Cooperation Funding Agreement for the Bond Supervision Officer for FY25. When the agreement is executed, ***please return the original signed approval page to the address below.*** Invoices will be sent out closer to year end, as payment is not due until Jan 2025.

Feel free to reach out should you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Sharri Ashley". The signature is written in a cursive, flowing style.

Sharri Ashley
Assistant Auditor
Young County
PO BOX 607
Graham, TX 76450
940-549-1786 Ph

INTERLOCAL COOPERATION FUNDING AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, by and between Young County, Texas, The City of Graham, The City of Olney, Stephens County and The City of Breckenridge, all political subdivisions of the State of Texas.

RECITALS

WHEREAS, Chapter 17 of the Texas Code of Criminal Procedure sets forth certain restrictions on those who are released on bond;

WHEREAS, it is in the interest of all citizens of Young and Stephens Counties and the communities therein to see that those released on bond are supervised in accordance with the court-ordered restrictions;

WHEREAS, The County of Young, The City of Graham, The City of Olney, City of Breckenridge and Stephens County, Texas mutually desire that those released on bond are supervised by a Bond Supervision Officer in accordance with the court-ordered restrictions;

WHEREAS, Chapter 791, (3) (n), Texas Government Code, allows for the cooperation of local governments to contract for services that the contracting parties have a mutual interest in;

NOW, THEREFORE, Young County, Texas, The City of Graham, The City of Olney, Stephens County, Texas and City of Breckenridge for the mutual consideration stated herein, agree and understand as follows:

AGREEMENTS

1. Young County, Texas shall create the Department of Bond Supervisions and be the employing agency of a Bond Supervision Officer. All requirements necessary for a Young County Employee must be met

Commissioners Court Minutes
 T. 29. 21
 Exhibit E
 Page 1

in accordance with hiring policies of Young County, Texas. The Bond Supervision Officer will follow the personnel policies of Young County, Texas and other policies and procedures as maybe promulgated by the supervising officer with advice and consent of Young County Commissioners Court.

2. The Chief Probation Officer for the 90th Judicial District Court shall conduct interviews and recommend hiring of the Bond Supervision Officer subject to such opening as may become necessary to fill with advice and consent of Young County Commissioners Court.
3. The Chief Probation Officer of the 90th District shall be the immediate supervisor of the Bond Supervision Officer, following the guidelines set forth of the 90th Judicial District Court.
4. The department and position are created under the authority of the Commissioners Court of Young County, Texas and the employee is an employee of said county subject to the policies and procedures in place or as may be prescribed, added, modified or amended by Young County Commissioners Court. All fringe benefits ordinary to an employee of Young County shall be provided by Young County according to Young County policy.
5. All fees collected by the Bond Supervision Officer will be used for the offset of expenses of the department. These funds shall be deposited with the Treasurer of Young County, Texas and credited to the proper fund according to the Texas Local Government Code, Title 4, Subtitle B.
6. The City of Graham, Texas, The City of Olney, Texas, Stephens County, Texas and the City of Breckenridge, Texas each agree to provide funding to Young County in amounts set as fixed portions for each contributing entity for the fiscal year **2025** and may be adjusted for each fiscal year thereafter by agreement of the governmental bodies. A fiscal year shall begin October 1, and shall end September 30th of the year next following. These funds shall be deposited with the Treasurer of Young County, Texas and credited in accordance with the laws and regulations of Texas Local Government Code, Title 4, SubTitle B. Funding as follows shall be due on or before **January 15th, 2025.**

Commissioners Court Minutes
 January 15th, 2025. 1:29:24
 Exhibit E
 Page 2

- City of Graham, Texas ----- \$12,500.
- Young County ----- \$9,250.
- City of Breckenridge ----- \$7,500.
- Stephens County, Texas ----- \$7,000.
- City of Olney, Texas ----- \$4,000.

Provided however, if revenues for any annual term exceed projected revenues by more than \$5,000.00, such overage shall be refunded back to each entity in their proportionate part.

7. The Term of this Funding Agreement is for one year (12 months) beginning **October 1, 2024 and ending September 30, 2025** and may be extended for each additional 12 month period as a subsequent term. This Agreement expresses the entire agreement between the parties hereto regarding the subject matter contained herein, and may not be modified or amended except by written agreement.
8. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.
9. This Agreement shall be construed in accordance with the laws of the State of Texas, and venue for all purposes hereunder shall be Young County, Texas.
10. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be fully severable here from and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect.
11. This agreement is not intended to extend the liability of the parties beyond that provided by law. The Parties do not waive any immunity or defense that would otherwise be available to it against claims by third parties.

Commissioners Court Minutes
 Exhibit E
 Page 3

12. Any notices required under this Agreement will be sent to the following:

- a. Young County Judge
516 Fourth Street Room 108
Graham, Texas 76450
- b. City Manager City of Graham
612 Elm Street
Graham, Texas 76450
- c. City Manager City of
Olney
P.O. Box 546
Olney, Texas 76374
- d. Stephens County Judge
200 W. Walker
Breckenridge, Texas 76424
- e. City Manager City of Breckenridge
1054 N. Rose
Breckenridge, Texas 76424

13. The Chief Probation Officer shall promulgate the operation, procedures and rules for the Bond Supervision Officer to be approved by the 90th District Court with advice and consent of the Commissioners Court of Young County, Texas.

Commissioners Court Minutes
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Page 4

APPROVED BY THE COMMISSIONERS COURT OF YOUNG COUNTY, GRAHAM TEXAS

In a meeting of the court This 29 Day of July 2024 and executed by its authorized representative.

YOUNG COUNTY, TEXAS

By: [Signature]

Title: YOUNG COUNTY JUDGE

ATTEST:

[Signature]

Title: Chief Deputy

Commissioners Court Minutes

7/29/24

Exhibit E

Page 5

APPROVED BY THE CITY COUNCIL OF BRECKENRIDGE, TEXAS

In a meeting of the court This _____ Day of _____ 2024
and executed by its authorized representative.

CITY OF BRECKENRIDGE, TEXAS

By:

Title:

ATTEST:

Title: _____

Commissioners Court Minutes
7-29-24
Exhibit E
Page 9



**BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM**

Subject: Consider approval of Resolution 2024-25 confirming and accepting securities pledged for municipal funds while acting as City Depository.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The Resolution confirms and accepts securities pledged for municipal funds while acting as city depository; securities pledged by First National Bank Albany/Breckenridge (Clear Fork Bank) as evidenced by safekeeping receipts attached are approved and accepted.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of Resolution 2024-25 as presented

RESOLUTION NO. 2024-25

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, CONFIRMING AND ACCEPTING SECURITIES PLEDGED FOR MUNICIPAL FUNDS WHILE ACTING AS CITY DEPOSITORY.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Breckenridge:

That the securities pledged by First National Bank Albany/Breckenridge (Clearfork Bank), as evidenced by safekeeping receipts attached hereto and made a part thereof, are approved and accepted.

PASSED AND APPROVED by the City Commission of the City of Breckenridge this the 3rd day of September 2024.

CITY OF BRECKENRIDGE, TEXAS

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L



BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Public Hearing on proposed FY 2024-2025 City of Breckenridge budget.
Department: Administration
Staff Contact: Cynthia Northrop
Title: City Manager

BACKGROUND INFORMATION:

The notice of the Public Hearing to consider the FY 2023-2024 City of Breckenridge Budget was published on August 21, 2024, as provided by Section 102.005(b) of the Texas Local Government Code.

Proposed Tax Rate	\$1.04471 per \$100
No New Revenue Tax Rate	\$1.00536 per \$100
Voter Approval Tax Rate	\$1.08110 per \$100
De Minimis Tax Rate	\$1.25059 per \$100

‘The budget will raise more total property taxes than last year’s budget by \$101,347 (4.11%) and of that amount \$11,137 tax revenue to be raised from new property added to the roll this year.’

SUMMARY OF PROPOSED 2024-2025 BUDGET

General Fund: For Maintenance & Operating	\$ 5,322,461
Water Fund: For Maintenance & Operating	\$ 2,865,414
Wastewater Fund: For Maintenance & Operating	\$ 1,540,668
Sanitation Fund: For Maintenance & Operating	\$ 506,397
Trade Days	\$ -0-
Fire Department Special Fund	\$ -0-
Cemetery Trust	\$ 6,000
Forfeited Property Fund	\$ -0-
Equipment Replacement	\$ 671,298
Street Maintenance Sales Tax Fund	\$ 50,000
Breckenridge Park Fund	\$ -0-

Police Department Special Fund	\$ -0-
Water Capital Improvement Project	\$ 3,443,000
Wastewater Capital Improvement Project	\$ 3,942,000
Capital Improvement Project	\$ 5,049,600
General Debt Service Fund	\$ 633,075
Revenue Debt Service Fund	\$ 700,798

FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

No action-PH only.



**BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM**

Subject: Discussion and any necessary action regarding the BEDC FY 2024-2025 Budget

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The BEDC Board is recommending approval of the FY 2024-2025 Budget.

FINANCIAL IMPACT:

NA-see attached

STAFF RECOMMENDATION:

Consider approval of BEDC FY 2024-2025 Budget as submitted



P.O. Box 1466 100 EAST ELM STREET BRECKENRIDGE, TEXAS 76424
PHONE 254-559-6228 FAX 254-559-7104 EMAIL: VMOORE@BRECKENRIDGETEXAS.COM

BOARD OF DIRECTORS
LEE OLSON, PRESIDENT
TY BARTOSKEWITZ
DAVID DUGGAN
MIKE GRIFFITH
KY KENNEDY
SID CURRY
WADE SMITH

August 21, 2024

RE: BEDC 2024-25 BUDGET

Mayor Bob Sims
Breckenridge City Commission

Dear Sirs:

Attached, please find the proposed budget for the Breckenridge Economic Development Corporation for the fiscal year beginning October 1, 2024 through September 30, 2025.

The Board of Directors unanimously voted to approve this budget at our meeting on August 20, 2024.

We respectfully request approval of this budget by the Breckenridge City Commission at your next City Commission meeting.

Thank you for your consideration.

Sincerely,

Lee Olson, Board President

encl.

Breckenridge Economic Development

Budget Overview: Budget_FY25_P&L - FY25 P&L

October 2024 - September 2025

	TOTAL
Income	
5010 - Revenue-1/2% Sales Tax	550,500.00
5020 - Fund Balance Reserve	391,803.66
5033 - ESP Lease 1250 Brown Rd	72,000.00
5035 - RGN Lease 820Industrial	102,000.00
5036 - RGN Ins Billable Expense Income	99,586.16
Total 5035 - RGN Lease 820Industrial	201,586.16
5100 - Interest Income	
5100 - Interest Income	
5110 - CD Interest Income	4,300.00
5120 - BDC Bank Acct Interest	8,400.00
Total 5100 - Interest Income	12,700.00
5200 - Restricted Use Income	
5200 - Restricted Use Income	
5220 - USDA CD Interest Income	100.00
5233 - BYC Party Planet Int inc	824.99
5234 - Jr Buck Academy Interest	5,657.37
5236 - W5 Pharmacy & Coffee Int	1,090.98
5240 - Neri's Interest	3,000.00
Total 5200 - Restricted Use Income	10,673.34
Total Income	\$1,239,263.16
GROSS PROFIT	\$1,239,263.16
Expenses	
6100 - Administrative Expenses	
6100 - Administrative Expenses	
6110 - Payroll Expenses	
6100.1 - Health Stipend	7,200.00
Total 6110 - Payroll Expenses	7,200.00
6112 - Chamber Contract	
6112 - Chamber Contract	10,000.00
6114 CVB Contract	26,000.00
Total 6112 - Chamber Contract	36,000.00
6120 - Continuing Education	6,000.00
6130 - Memberships/Subscription	14,000.00
6131 - Events Expense	3,000.00
6140 - Meals/Lodging/Auto	5,000.00
6150 - Board/Director Bond	350.00
6151 - Worker's Comp Insurance	300.00
6152 - Dir & Ofcr Liability Ins	1,800.00
6153 - Gen. Liability Insurance	1,100.00
Total 6100 - Administrative Expenses	74,750.00
6200 - Facilities/Operation Exp	
6200 - Facilities/Operation Exp	
6210 - Office Bldg Repairs	60,000.00
6220 - Office Bldg Maintenance	2,400.00
6230 - Office Yard Maintenance	1,800.00
6240 - Office Supplies	1,200.00
6245 - Computer Expense	800.00

6250 - Postage	300.00
6260 - Corp Office Insurance	3,900.00
6300 - Office Utilities	
6310 - Office Electric Svc	4,000.00
6330 - Cell Phone Expense	1,200.00
6340 - Web Site Expense	300.00
6350 Alarm System	450.00
Total 6300 - Office Utilities	5,950.00
Total 6200 - Facilities/Operation Exp	76,350.00
6500 - Contract Services	
6520 - Annual Audit	9,500.00
6530 - Legal Fees	20,000.00
6540 - Consultant fees	35,000.00
6541 - Bookkeeping Svcs	3,500.00
Total 6500 - Contract Services	68,000.00
7000 - Economic Development Exp	
7013 - Economic Development Services	150,000.00
7100 - Bus. Retention/Expansion	
7103 - Bridgeport Mfg	100,000.00
7118 - Ox Mfg Growth Incentive	300,000.00
7150 - TSTC Project	
7170 -TSTC Work Skills Training	3,000.00
Total 7150 - TSTC Project	3,000.00
Total 7100 - Bus. Retention/Expansion	403,000.00
7200 - Direct Prospects	
7215 - 820 Ind Loop	
7215.4 - 820 Ind Loop Insurance	99,586.16
7215.8 - Tenant Allowance	40,000.00
Total 7215 - 820 Ind Loop	139,586.16
7236 - Airport Grant Match	25,000.00
Total 7200 - Direct Prospects	164,586.16
7300 - Demolition Expenses	10,000.00
7324 - City Demo	10,000.00
Total 7300 - Demolition Expenses	20,000.00
7400 - Marketing/Advertising	20,000.00
7401 - Shop Local	25,000.00
Total 7400 - Marketing/Advertising	45,000.00
7500 - 4B(a)(2) Improvements	
7601 - Refurbish Expenses	10,000.00
Facade Grants Inside City Limit	20,000.00
Total 7500 - 4B(a)(2) Improvements	30,000.00
Total 7000 - Economic Development Exp	812,586.16
7555 - Downtown Development	
7555.2 - Supplies	300.00
7555.3 - Contract Services	10,000.00
7555.5 - Downtown Facade Grants	50,000.00
7555.6 Vacant to Vibrant STR	60,000.00
Total 7555 - Downtown Development	120,300.00

Payroll Expenses	
Taxes	4,500.00
Wages	82,657.00
Total Payroll Expenses	87,157.00
QuickBooks Payments Fees	120.00
Total Expenses	\$1,239,263.16
NET OPERATING INCOME	\$0.00
NET INCOME	\$0.00



BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Discussion and any necessary action approving Resolution 2024-26; BEDC’s Vacant-to-Vibrant grant program (first reading)

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The BEDC approved a project for the repurposing of underutilized 2nd story spaces in the downtown district to be used as short-term rentals. This program will reimburse building owners or business owners for capital improvements made.

FINANCIAL IMPACT:

BEDC would fund the project between \$5,000-\$10,000 per rentable unit based on bedroom count.

STAFF RECOMMENDATION:

Consider approval of the first reading of Resolution 2024-26 BEDC vacant-to-vibrant grant program as presented.



**SHORT-TERM RENTAL CONVERSION
Economic Development Assistance Application
for 2nd Story Downtown Properties**

APPLICATION FORM

This form must be completed and returned to the Breckenridge EDC office, 100 E. Elm St. (or mailed to PO Box 1466, Breckenridge, TX 76424) before your project can be considered for an agenda item at a Board of Directors meeting. For more information, call 254-559-6228.

Date of Application _____

Name of Business or Individual _____

Your Physical Address _____

Mailing Address (if different) _____

Phone _____ Email _____

Contact Person _____ Title _____

Please provide the following information about the 2nd story property you intend to renovate:

Address _____

When did you purchase the property _____

Current use of the downstairs area _____

Current use of the upstairs area _____

How many of each Unit Size do you anticipate

One Bedroom _____ Two Bedrooms _____ Three Bedrooms _____

Estimated square footage of each unit

One Bedroom _____ sf Two Bedrooms _____ sf Three Bedrooms _____ sf

When do expect to start _____ and finish _____ the project?

Projected cost for construction:

Materials _____ Labor _____ **Total** _____

Please provide a brief summary of the speculative renovation and any other improvements you will make to the property outside of this application.



SHORT-TERM RENTAL CONVERSION Economic Development Assistance Application for 2nd Story Downtown Properties

The Breckenridge EDC is offering assistance to qualified builders and developers who renovate underutilized or vacant 2nd story spaces in the Downtown District in order to provide quality short-term housing rental options for overnight stays. The BEDC considers the availability short-term vacation rentals to be an absolute prerequisite to tourism and also to retaining industry and business for Breckenridge.

GUIDELINES FOR APPLICANTS

Requirements

- Structure must be a 2nd story building in the Downtown District.
- You must provide proof of purchase for the property.
- Structure must meet all City of Breckenridge's code requirements.
- Property may not become your personal residence or a residence of a family member or a long-term rental (28+ days at time of booking).
- The property must be put into service as a short-term rental before reimbursement

Procedure

- Applicant must complete and submit the attached application to the BEDC office, 100 E. Elm Street.
- After the application is received, BEDC may request a copy of construction plans, financing details for the project, and any pertinent City permits.
- BEDC will consider the application and approve or deny the project.
- After construction is complete, BEDC will request a final inspection and verify satisfactory City requirements.
- Applicant must obtain a Certificate of Occupancy from the City to verify completion.
- BEDC will issue incentive check after the property is marketed as a short-term rental, but no sooner than sixty days after project is initially published in local newspaper and a public hearing is held.

What does not qualify for this program?

- Any property in which you or any immediate member of your family will reside
- Any property that will be for lease as a long-term rental (28+ days at time of booking)

Formula for BEDC incentive

- Per one-bedroom home: \$5,000.00
- Per two-bedroom home: \$7,500.00
- Per three-bedroom home: \$10,000.00



**SHORT-TERM RENTAL CONVERSION
Economic Development Assistance Application
for 2nd Story Downtown Properties**

CHECKLIST FOR BEDC DEVELOPMENT INCENTIVE

- Application completed and turned in to BEDC office, 100 E. Elm St.
- Copy of construction plans, survey, financing details for the project, and any pertinent City permits have been submitted
- Application approved by BEDC
- Construction completed
- Post-construction inspection performed, and City requirements verified
- Any noted deficiencies corrected
- Corrected deficiencies approved by BEDC
- Proof of home purchase received by BEDC
- Incentive Approval posted in local newspaper by BEDC
- Public Hearing held for Incentive Approval by BEDC

Number of Units (1 BR) _____ (2BR) _____ (3BR) _____

TOTAL INCENTIVE _____

Materials Cost _____ Labor Cost _____

TOTAL _____

Incentive amount approved by BEDC _____

Authorized by _____ Date _____

Payment Received by _____ Date _____

RESOLUTION NO. 2024-26

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS AUTHORIZING THE BRECKENRIDGE ECONOMIC DEVELOPMENT CORPORATION TO CREATE THE VACANT TO VIBRANT PROGRAM TO PROMOTE NEW OR EXPANDED BUSINESS ENTERPRISES BY PROVIDING A GRANT OF UP TO \$10,000 PER RENTABLE UNIT TO BUILDING AND BUSINESS OWNERS IN THE DOWNTOWN DISTRICT FOR CAPITAL IMPROVEMENTS MADE FOR SHORT-TERM RENTALS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Breckenridge Economic Development Corporation (“Breckenridge EDC”) is a Type B economic development corporation governed by Chapters 501 and 505 of the Texas Local Government Code;

WHEREAS, the Board of Directors of the Breckenridge EDC (the “EDC Board”) has approved a proposed program to provide a grant in an amount no less than \$5,000 no more than \$10,000 per rentable unit, based on bedroom count, to building and business owners in the downtown district in exchange for capital improvements made by repurposing underutilized second story spaces in the downtown district to be used as short-term rentals in the City of Breckenridge (the “Program”);

WHEREAS, the EDC Board has found that the Program is authorized pursuant to Section 505.158 of the Texas Local Government Code, as the Project would promote new and expanded business enterprises in the City of Breckenridge;

WHEREAS, Section 505.158(b) of the Texas Local Government Code requires the City Commission of the City of Breckenridge (the “City Commission”) to authorize a project allowed by that section by a resolution approved upon two readings if it involves the expenditure of more than \$10,000; and

WHEREAS, the City Commission wishes to approve the proposed Project.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS THAT:

SECTION 1. The recitals outlined above are found to be true and correct and are hereby adopted.

SECTION 2. The Program, as defined above, is hereby authorized.

SECTION 3. This Resolution shall take effect immediately upon its approval on second reading by the City Commission.

PASSED AND APPROVED on first reading by the City Commission of the City of Breckenridge this the 3rd day of September 2024.

PASSED, ADOPTED, AND APPROVED on second reading by the City Commission of the City of Breckenridge this the 1st day of October 2024.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L



**BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM**

Subject: Discussion and any necessary action regarding the Chamber of Commerce annual report

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The Chamber of Commerce Executive Director will present the annual Chamber of Commerce report, to include HOT FUND report.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of the Chamber of Commerce annual report.

BRECKENRIDGE CHAMBER OF COMMERCE

Chamber Budget 2024-2025

Presentation September 2024

City Hotel/Motel

Income	
47000 Quarterly Sales Tax	
47010 City Quarterly Sales Tax	45,000.00
Total 47000 Quarterly Sales Tax	\$ 45,000.00
Total Income	\$ 45,000.00
Gross Profit	\$ 45,000.00
Expenses	
62100 Administrative Expenses	11,205.00
Total 62100 Administrative Expenses	\$ 11,205.00
63000 Events/Development Expense	
63000.1 Community Events	
63020 Christmas Advertisement	100.00
63021 Mingle Jingle Gift Certs.	500.00
63022 Christmas Parade Floats	
63025 Christmas Decoration/Supplies	100.00
Total 63020 Christmas	\$ 700.00
63030 Frontier Days	
63031 Chuckwagon Expenses	6,900.00
63032 Entertainment Expenses	14,000.00
63033 Contest Expenses	545.00
63034 Breckenridge Idol	1,200.00
63036 Materials/Supplies Expense	1,600.00
63037 Rental Expense	2,000.00
63039.1 Advertising	400.00
Total 63030 Frontier Days	\$ 26,645.00
63110 Golf Tournament	
63110.2 Prizes/Raffle Items	3,500.00
63110.3 Catering	100.00
63110.4 Supplies	300.00
Total 63110 Golf Tournament	\$ 3,900.00
63186 July 4th	
63188 Advertising	250.00
63189.1 Supplies	
63189.5 Walker Street Banner	
Total 63186 July 4th	\$ 250.00
63195 Catfish Tournament	
63196 Hunting & Fishing Promo	
63300 Sips of Summer	

63320 Catering		400.00
63330 Entertainment		300.00
63340 Rentals/Venue		300.00
63350 Advertising		100.00
63360 Supplies		600.00
Total 63300 Sips of Summer	\$	1,700.00
63400 Spring Fling Advertisement		100.00
63400.1 Spring Fling Prizes		500.00
Total 63400 Spring Fling	\$	600.00
Total Expenses	\$	45,000.00

0.00

Wednesday, Aug 21, 2024 12:27:06 PM GMT-7 - Cash Basis



BRECKENRIDGE CITY REPORT

SEPTEMBER 2024 PRESENTATION

Presented by:
Yuri Huntigtinton, Executive Director
Breckenridge Chamber of Commerce



HOTEL OCCUPANCY TAXES, ACHIEVEMENTS, AND FUTURE INITIATIVES.

- Events
- Networking initiatives
- Partnership
- Ambassador Program
- New Projects

CONTINUE




Spring 2024 FLING


FRIDAY, APRIL 5TH @ 3PM - 9PM

PROJECTS
FASHION
PLANTING
DÉCOR & MORE


40 SOMETHING COWGIRLS 113 W. WALKER ST.	CLASSY WITH A LITTLE SASS 1110 W. WALKER ST.	BUNKHOUSE DIVAS BOUTIQUE 3402 W. WALKER ST.
Katherine Parker Designs 101 W. WALKER ST.	BERTIE & OLIF 207 W. WALKER ST.	THE SHIRT SHOP 2111 W. WALKER
ABECCA GRACE 125 W. WALKER ST.	CACTUS CHIC 918 E. WALKER	H&H GARDEN CENTER 3005 W. WALKER ST.
UNIQUELY HANDMADE FOUNDATION PARK	TURNER SEED FOUNDATION PARK	DEBBIE WINDSOR CRAFTS FOUNDATION PARK
HUB ANTIQUES 111 W. WALKER ST.	THE VINTAGE BUTTERFLY 102 W. WILLIAMS ST.	HAPPY DAYS ANTIQUES 214 E. WALKER
THE WHITE ORCHID 135 E. WALKER	OL' TIMERS DINER 201 E. WALKER	BLACKHORSE 103 W. WALKER
SOGGY DOG 203 W. WALKER	RHAINE MEDICAL SPA 1000 E. WILLIAMS ST.	HALO COSMETICS 806 W. WALKER
WALKER SAYLE UNIT FOUNDATION PARK	Tupperware Fun Foundation Park	American Discount Liquor 3114 W. Walker
PIT STOP BAR-B-Q 303 S. BRECKENRIDGE AVE.		




BOOMTOWN BONANZA CARNIVAL



- 18 CARNIVAL RIDES
- MIDWAY GAMES
- CONCESSIONS





BOOMTOWN BONANZA CARNIVAL IS TAKING PLACE IN BRECKENRIDGE, TEXAS APRIL 18-21 IN THE LOT BESIDE HIGGINBOTHAM'S!

STEPHENS COUNTY FRONTIER DAYS



how

WE ARE GRATEFUL TO THE CITY OF BRECKENRIDGE FOR SUPPORTING THIS EVENT

FRIDAY, MAY 3RD & SATURDAY, MAY 4TH

- DISC GOLF TOURNAMENT
- MISS BRECK. PAGEANT
- CHUCKWAGON COOK-OFF
- BRECKS GOT TALENT/IDOL
- COW PATTY BINGO
- CLASSIC CAR SHOW
- STICK HORSE RACE



BRECKENRIDGE

TORA! TORA! TORA!

AIRSHOW

19 XXII 77

MAY 25-26TH
GATES OPEN AT 9AM
AIRSHOW 1PM - 5PM



CARL BEST



DAVID MARTIN



JT AIRSHOWS



NEXTGEN EAGLES



STEWART DAWSON



B-25 "YELLOW ROSE"



MARK MASTREN

FOR TICKETS AND INFO GO TO WWW.BRECKENRIDGEAIRSHOW.COM

WWII AERIAL REENACTMENTS
AND FLYING DISPLAYS.
40+ WWII AIRCRAFT CONFIRMED!

P-51 MUSTANGS
TIGERCAT
SEAFURY
B-25
C-47

GENERAL ADMISSION
6 YEARS OLD AND UP - \$21

CATCH IT ALL WITH WEEKEND PASSES
PREMIUM AND VIP SEATS AVAILABLE

BOOMFEST


FIREWORK SHOW

PRESENTED BY CADDO CREEK INVESTMENTS, LLC & CLEARFORK BANK

HUBBARD CREEK LAKE
FRIDAY, JULY 5
VENDORS 5PM TO 10PM
SHOW BEGINS AT 9PM

ENTERTAINMENT WILL BEGIN AT 5PM BRING YOUR DANCING SHOES!

BLACKHORSE PRESENTS
LIVE MUSIC @ BOOMFEST



BRENT WADE
FRI. JULY 5TH
FACEBOOK.COM/VISITBLACKHORSE

SINGERS

Abbi Duran
Anthony Kelly
Jordyn Gregory
Preslie Malcuit
Hannah Leverton

FOOD VENDORS

Bahama Bucks
El Patio De Luna
Kens Chicken-N-Fish
Mama Lama
Smackin Mac

Texas Muncheez
Chela Hernandez
Gilbert Gonzales
Inflate the Fun non food

BOOMTOWN

Summer SALE

BOUNCE HOUSE AND FACE PAINTING AT THE COURTHOUSE LAWN

FRIDAY, JULY 26 | 2:00PM - 6:30PM

AT THE COURT HOUSE LAWN AND PARTICIPATING BUSINESSES
RSVP BY JULY 19 | 254-559-2301

INFLATE THE FUN	CACTUS CHIC	ABECCA GRACE
COURTHOUSE LAWN	918 E. WALKER	125 W. WALKER
THE WATER STORE	HAPPY DAYS ANTIQUES	MAIN STREET FLORAL
COURTHOUSE LAWN	214 E. WALKER	129 W. WALKER
THE VINTAGE BUTTERFLY	KATHERINE PARKER DESIGNS	BERTIE & OLIF
COURTHOUSE LAWN	101 W. WALKER	207 W. WALKER
AREA AGENCY ON AGING	BLACKHORSE	SWENSON MUSEUM
COURTHOUSE LAWN	103 W. WALKER	116 W. WALKER
OL TIMERS DINER	THE HUB ANTIQUES	CLASSY WITH A LITTLE SASS
COURTHOUSE LAWN	111 W. WALKER	110 W. WALKER
LISA HOMAN	40 SOMETHING COWGIRLS	THE SHIRT SHOP
COURTHOUSE LAWN	113 W. WALKER	2111 W. WALKER
UNIQUELY HANDMADE	MLR GRAPHICS	AMERICAN DISCOUNT LIQUOR
COURTHOUSE LAWN	121 W. WALKER	3114 W. WALKER

SIPS OF SUMMER
WINE AND CRAFT BEER TASTING

\$40 WINE TASTING & \$30 CRAFT BEER TASTING
 TICKETS AVAILABLE AT THE CHAMBER

SAT. AUGUST 10TH, 2024. 6-9 PM

THE VINTAGE GARDEN

117 N. BRECKENRIDGE AVENUE
 THE MARKETPLACE



***THIS EVENT IS OPEN TO ADULTS
 21 AND UP ONLY***



**JOHNNY BATES
 MEMORIAL**



**SCHOLARSHIP
 GOLF
 TOURNAMENT
 2024**

WALKER ST.



*Mingle
 & Tingle*

Family
Fun Fest

Annual
 Award Ceremony

COMMUNITY WIDE
**SIDEWALK
 GARAGE
 SALE**

**CHRISTMAS
 PARADE**

*Chamber
 Banquet*



NETWORKING EVENTS

Coffee and Connections

*Monthly Business Sponsors

Texas Midwest Community Network

*Area Chamber Collaboration



CONTINUE



AMBASSADOR PROGRAM



Jessica Wade
Halo Cosmetics



Jonathan Newton
Clear Fork Bank



Jeannine Herrington
H bar Realty



Paula Grissom
Uniquely Handmade



Cynthia Northrop
City Manager



Carrie Duncan
Mobile Boat Works

Ambassadors are a special group of people who volunteer their time to help promote the Breckenridge Chamber community, support Chamber functions, and encourage others to become Chamber members.



COMMUNITY PARTNERSHIPS



- Stephens County Courthouse
- Economic Development Corporation
- Conventions and Visitors Bureau
- Downtown Development Council

- TMCN Student Leadership Program
- Texas Department of Criminal Justice



VISION & INITIATIVES

Promoting our town through social media.

170M

Active users in the US including 7M+ businesses

52% rely on TikTok

\$24B

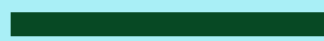
added to the US economy by SMBs using TikTok



VISION & INITIATIVES

- Grant Opportunities
- More Networking Opportunities
- SCORE
- Business Recognition
- BISD Partnership

Q&A



**BRECKENRIDGE
CHAMBER
of COMMERCE**



**Thank
You**



BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding awarding a construction contract related to Phase 1 of 2024 Paving Improvements.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The City issued Certificate of Obligation in 2023 to fund street improvements, park improvements and PW Facility improvements, dedicating approximately \$7.4 million to streets.

A Street Improvement Plan was developed, and street projects were prioritized into short, mid, and long-term draft list based on several factors including condition, drainage, and upcoming water/sewer line replacements (see attached Street Improvement Plan).

The City’s Engineers, eHT, were tasked with design of the mid-term street projects in June of 2024 (work order #040), Request for Proposal was advertised with proposals due, opened and read August 30, 2024:

JR West Texas Concrete	Base Bid - \$3,877,956.75
Raydon, Inc.	Base Bid - \$2,405,233.20

The Engineers have identified the lowest and best bid: Raydon, Inc..

FINANCIAL IMPACT:

See above

STAFF RECOMMENDATION:

Consider award of bid for Phase 1 of Paving improvements to Raydon, Inc., the lowest and best bid.

**ADVERTISEMENT FOR BIDS
CITY OF BRECKENRIDGE, TEXAS
PHASE I 2024 PAVING IMPROVEMENTS**

General Notice

City of Breckenridge (Owner) is requesting Bids for the construction of the following Project:

Phase I 2024 Paving Improvements

Bids for the construction of the Project will be received at the **Breckenridge City Hall** located at **105 N. Rose Avenue, Breckenridge, Texas 76424**, until **Friday, August 30, 2024** at **10:30 a.m.** local time. At that time the Bids received will be **publicly** opened and read.

The Project includes the following Work:

Roadway Improvements for various locations throughout the City of Breckenridge, totaling approximately 26,000 linear footage of roadway improvements. Associated items include, but are not limited to, the installation of hot mix overlay, concrete pavement, concrete curb and gutter, ROW clearing, and drainage improvements.

Bids are requested for the following Contract: **Phase I 2024 Paving Improvements**

Obtaining the Bidding Documents

Information and Bidding Documents for the Project can be found at the following designated website:

www.civcastusa.com

Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

Pre-bid Conference

A pre-bid conference for the Project will not be held.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: **City of Breckenridge**
By: **Cynthia Northrop**
Title: **City Manager**
Date: **August 14, 2024**



August 30, 2024

City of Breckenridge
105 N Rose Ave.
Breckenridge, Texas 76424
Attn: Mr. Bob Sims, Mayor

**Re: Recommendation of Bid Award
Phase I 2024 Paving Improvements
City of Breckenridge, Stephens County, Texas**

Dear Mayor Sims:

Bids for the referenced project were opened and read aloud on August 30, 2024. Three (3) bids were received and are summarized in the attached bid tabulation. One of the bids is not reflected on the bid tabulation due to lack of responsiveness to the bid document requirements. The apparent low bidder is Raydon, Inc. based out of Breckenridge, Texas.

The responsiveness and responsibility of the low bidder has been evaluated for conformity with all material conditions of the Advertisement to Bid and the Information for Bidders. Additionally, the contractor's ability to perform the project successfully and the qualifications submitted by the low bidder have been evaluated in accordance with the Contract Documents. The contractor's bid meets requirements of the Contract Documents and therefore no informalities of the bid process were required to be waived.

Based upon the information provided, it is recommended that award of the construction contract for the Phase I 2024 Paving Improvements project be made to Raydon, Inc., as the lowest, responsible, responsive bidder, for the total Base Bid amount of **\$2,405,233.20** (Base Bid).

We look forward to working with the City of Breckenridge as this project moves into the construction phase.

Sincerely,

Enprotec / Hibbs & Todd

Sage Diller, P.E.

SD/jd

Encl: Bid Tabulation

c: Cynthia Northrop, City Manager
Project File 5580-40

P:\Projects\Breckenridge, City of\5580 General Services Agreement\5580-40 Paving Improvements\5. Bidding Phase\Phase I 2024 Paving Improvements\Bidder Evaluation\083024 Recommendation of Award.doc



Enprotec / Hibbs & Todd, Inc., 402 Cedar Street, Abilene, Texas 79601

TABULATION OF BIDS FOR: Phase I 2024 Paving Improvements, City of Breckenridge, Texas


BIDS RECEIVED: 8/30/2024

PE Firm Registration No. 1151

Item No.	Quantity	Unit	Item	BASE BID		Raydon, Inc.		JR West Texas Concrete, LLC	
				Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount
1	1	LS	Mobilization, Bonds & Insurance	\$ 52,063.40	\$ 52,063.40	\$ 184,000.00	\$ 184,000.00	\$ 184,000.00	\$ 184,000.00
2	1	LS	Traffic Control Plan	\$ 14,000.00	\$ 14,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00
3	1	LS	Erosion Control BMPs	\$ 15,600.00	\$ 15,600.00	\$ 16,500.00	\$ 16,500.00	\$ 16,500.00	\$ 16,500.00
4	8,100	TON	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22) Over-Lay	\$ 141.00	\$ 1,142,100.00	\$ 202.50	\$ 1,640,250.00	\$ 202.50	\$ 1,640,250.00
5	17,611	GAL	Tack Coat (CSS-1H)(0.25 GAL/SY)	\$ 6.50	\$ 114,471.50	\$ 1.75	\$ 30,819.25	\$ 1.75	\$ 30,819.25
6	490	CY	Base Material (6")(Type A, Grade 1 or 2) (Widening)	\$ 81.06	\$ 39,719.40	\$ 80.00	\$ 39,200.00	\$ 80.00	\$ 39,200.00
7	732.5	GAL	Prime Coat (AEP) (0.25 GAL/SY) (Widening)	\$ 6.50	\$ 4,761.25	\$ 9.00	\$ 6,592.50	\$ 9.00	\$ 6,592.50
8	337	TON	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22) (Widening)	\$ 141.00	\$ 47,517.00	\$ 281.00	\$ 94,697.00	\$ 281.00	\$ 94,697.00
9	6,090	SY	Demolish, Remove & Dispose of Existing Pavement (Tie-in Locations)	\$ 7.11	\$ 43,299.90	\$ 10.00	\$ 60,900.00	\$ 10.00	\$ 60,900.00
10	1,520	GAL	Prime Coat (AEP) (0.25 GAL/SY) (Tie-in Locations)	\$ 6.50	\$ 9,880.00	\$ 14.90	\$ 22,648.00	\$ 14.90	\$ 22,648.00
11	835	TON	Hot Mix Asphaltic Concrete (2")(Type D)(PG 70-22)(Tie-in Locations)	\$ 151.00	\$ 126,085.00	\$ 406.00	\$ 339,010.00	\$ 406.00	\$ 339,010.00
12	4,300	SY	Demolish, Remove & Dispose of Existing Pavement Hullum & Harvey	\$ 12.56	\$ 54,008.00	\$ 10.00	\$ 43,000.00	\$ 10.00	\$ 43,000.00
13	2,990	LF	Demolish, Remove & Dispose of Existing Concrete Curb & Gutter	\$ 2.00	\$ 5,980.00	\$ 16.00	\$ 47,840.00	\$ 16.00	\$ 47,840.00
14	320	SY	Demolish, Remove & Dispose of Existing Residential Concrete Driveway	\$ 31.50	\$ 10,080.00	\$ 30.00	\$ 9,600.00	\$ 30.00	\$ 9,600.00
15	2,675	SY	Repair of Gravel Driveways	\$ 5.88	\$ 15,729.00	\$ 38.00	\$ 101,650.00	\$ 38.00	\$ 101,650.00
16	375	SY	Residential Concrete Driveway Apron	\$ 107.25	\$ 40,218.75	\$ 140.00	\$ 52,500.00	\$ 140.00	\$ 52,500.00
17	550	SY	Cross-Street Concrete Apron with Monolithic Curb	\$ 115.50	\$ 63,525.00	\$ 145.00	\$ 79,750.00	\$ 145.00	\$ 79,750.00
18	4,525	SY	Concrete Pavement with Monolithic Curb (Class "P")(7")	\$ 105.50	\$ 477,387.50	\$ 108.00	\$ 488,700.00	\$ 108.00	\$ 488,700.00
19	1,150	LF	Concrete Curb & Gutter	\$ 20.85	\$ 23,977.50	\$ 42.00	\$ 48,300.00	\$ 42.00	\$ 48,300.00
20	30	EA	Concrete Valve Collar	\$ 525.00	\$ 15,750.00	\$ 1,200.00	\$ 36,000.00	\$ 1,200.00	\$ 36,000.00
21	22	EA	Concrete Manhole Collar	\$ 840.00	\$ 18,480.00	\$ 1,600.00	\$ 35,200.00	\$ 1,600.00	\$ 35,200.00
22	4	EA	Manhole Rim Adjustment	\$ 235.00	\$ 940.00	\$ 2,100.00	\$ 8,400.00	\$ 2,100.00	\$ 8,400.00
23	4	EA	Valve Height Adjustment	\$ 60.00	\$ 240.00	\$ 1,600.00	\$ 6,400.00	\$ 1,600.00	\$ 6,400.00
24	26,000	LF	Right-Of-Way Clearance	\$ 2.67	\$ 69,420.00	\$ 18.00	\$ 468,000.00	\$ 18.00	\$ 468,000.00
TOTAL BASE BID PRICE (Items 1 thru 24)					\$ 2,405,233.20		\$ 3,877,956.75		\$ 3,877,956.75

Note: Due to lack of responsiveness to the Bid Document requirements, Bidding Information provided by Permian Paving, Inc. is NOT REFLECTED ON BID TABULATION.

I, SAGE DILLER, P.E., #96645, DO HEREBY CERTIFY THAT THE ABOVE REFERENCED BIDS WERE RECEIVED, IN ACCORDANCE WITH THE ADVERTISED PROCEDURES, OPENED, AND READ ALOUD. THE BID TABULATION HEREIN IS A TRUE AND ACCURATE REPRESENTATION OF THE BIDS READ ALOUD.


SAGE DILLER, P.E., #96645



8/30/2024

8.30.2024

Item 14.

10:30am



Enprotec | Hibbs & Todd

Project: Breckenridge, Phase I 2024 Paving Improvements Project #: 5580-40

Project Manager: Sage Diller, P.E.

Date/Place/Time: Friday, August 30, 2024, Breckenridge City Hall, 105 N Rose Ave., Breckenridge, Texas 76424 / 10:30 A.M.

CONTRACTOR NAME	BASE BID
Permian Paving Midland, TX	1-24 \$ 2,499,359
JR West TX Concrete	1-24 \$ 3,877,956. ⁷⁵
Raydon, Inc.	1-24 \$ 2,405,233. ²⁰
2 addendums issued	

CITY OF BRECKENRIDGE, TEXAS

BID DOCUMENTS
SPECIFICATIONS
FORMS OF CONTRACT AND BOND

FOR

PHASE I 2024 PAVING IMPROVEMENTS

AUGUST 2024



Enprotec | Hibbs & Todd



CITY OF BRECKENRIDGE, TEXAS

BID PROPOSAL, SPECIFICATIONS
CONTRACT AND BOND FORMS

FOR

PHASE I
2024 PAVING IMPROVEMENTS

AUGUST 2024



8/14/2024

Sage Diller



**CITY OF BRECKENRIDGE, TEXAS
PHASE I 2024 PAVING IMPROVEMENTS
PROJECT MANUAL INDEX**

BIDDING DOCUMENTS

Advertisement to Bid
Instructions to Bidders
Bid Form
Bid Bond
Qualifications Statement
Contractors Compliance with Worker's Compensation Law
Non-Collusion Affidavit of Prime Bidder
Certificate of Interested Parties (Form 1295)
Sales Tax Notice to Contractors

CONTRACT DOCUMENTS

Notice of Award
Form of Agreement
Notice to Proceed
Performance Bond
Payment Bond
Certificate of Insurance
General Conditions

TECHNICAL SPECIFICATIONS**DIVISION 1 – GENERAL REQUIREMENTS**

01010 Summary of Work
01019 Contract Considerations
01039 Coordination and Meetings
01090 Standard References
01300 Submittals
01400 Quality Control
01500 Construction Facilities and Temporary Controls
01563 Temporary Erosion and Sediment Control During Construction
01600 Material and Equipment
01700 Contract Closeout

DIVISION 2 – SITE WORK

02110 Site Clearing and Grubbing
02226 Excavation, Backfilling, and Compaction for Pavement
02231 Aggregate Base Course
02232 Rehabilitation Existing Base
02245 Lime Soil Stabilization
02510 Hot Mix Paving Overlay
02512 Pavement Repair
02520 Concrete Pavement, Sidewalks, Curb and Gutter and Approaches
02611 Manhole Grade Adjustment
02911 Topsoiling and Finished Grading

DIVISION 3 – CONCRETE

03300 Cast-in-Place Concrete

BID DOCUMENTS

ADVERTISEMENT FOR BIDS
CITY OF BRECKENRIDGE, TEXAS
PHASE I 2024 PAVING IMPROVEMENTS

General Notice

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Bids are requested for the following Contract: **Phase I 2024 Paving Improvements**

Obtaining the Bidding Documents

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Bidding Documents may be downloaded from the designated website. Prospective Bidders are urged to register with the designated website as a plan holder, even if Bidding Documents are obtained from a plan room or source other than the designated website in either electronic or paper format. The designated website will be updated periodically with addenda, lists of registered plan holders, reports, and other information relevant to submitting a Bid for the Project. All official notifications, addenda, and other Bidding Documents will be offered only through the designated website. Neither Owner nor Engineer will be responsible for Bidding Documents, including addenda, if any, obtained from sources other than the designated website.

Pre-bid Conference

A pre-bid conference for the Project will not be held.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

Owner: **City of Breckenridge**
By: **Cynthia Northrop**
Title: **City Manager**
Date: **August 14, 2024**

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner recommends that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader Version **8.0** or later. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents

and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder’s reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder’s qualifications to perform the Work, after submitting its Bid and within 4 days of Owner’s request, Bidder must submit the following information:
 - A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
 - B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
 - C. Bidder’s state or other contractor license number, if applicable.
 - D. Subcontractor and Supplier qualification information.
 - E. Other required information regarding qualifications.
- 3.02 A Bidder’s failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder’s qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A pre-bid conference will not be conducted for this Project.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER’S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 5.01 *Site and Other Areas*
 - A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- 5.02 *Existing Site Conditions*
 - A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*
 - 1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.

- b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in 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.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.
4. *Geotechnical Baseline Report/Geotechnical Data Report*: The Bidding Documents contain a Geotechnical Baseline Report (GBR) and Geotechnical Data Report (GDR).
- a. As set forth in the Supplementary Conditions, the GBR describes certain select subsurface conditions that are anticipated to be encountered by Contractor during construction in specified locations (“Baseline Conditions”). The GBR is a Contract Document.
 - b. The Baseline Conditions in the GBR are intended to reduce uncertainty and the degree of contingency in submitted Bids. However, Bidders cannot rely solely on the Baseline Conditions. Bids should be based on a comprehensive approach that includes an independent review and analysis of the GBR, all other Contract Documents, Technical Data, other available information, and observable surface conditions. Not all potential subsurface conditions are baselined.
 - c. Nothing in the GBR is intended to relieve Bidders of the responsibility to make their own determinations regarding construction costs, bidding strategies, and Bid prices, nor of the responsibility to select and be responsible for the means, methods, techniques, sequences, and procedures of construction, and for safety precautions and programs incident thereto.
 - d. As set forth in the Supplementary Conditions, the GDR is a Contract Document containing data prepared by or for the Owner in support of the GBR.
- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:
- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.
- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.
- E. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. Bidders visiting the Site are required to arrange their own transportation to the Site.
- C. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the Owner or Engineer contact for visiting the Site. Bidder must conduct the required Site visit during normal working hours.
- D. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- E. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- F. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- G. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder’s examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing. Contact information and submittal procedures for such questions are as follows:
- A. **Refer to contact information listed on bidding website for questions.**
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.
- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **five** percent of Bidder’s maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and

furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.

- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 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 (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for the Work within five days after Bid opening.
- 11.02 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

- 11.03 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 and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, 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 subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must 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 must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.

- 12.11 The Bid must contain evidence of Bidder’s authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder’s licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder’s state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

13.01 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The “Bid Price” (sometimes referred to as the extended price) for each unit price Bid item will be the product of the “Estimated Quantity”, which Owner or its representative has set forth in the Bid Form, for the item and the corresponding “Bid Unit Price” offered by the Bidder. The total of all unit price Bid items will be the sum of these “Bid Prices”; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 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.

13.02 *Allowances*

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor’s overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package 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 must 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 must be enclosed in a separate package plainly marked on the outside with the notation “BID ENCLOSED.” A mailed Bid must be addressed to the location designated in the Advertisement.

14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same 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. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

15.03 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, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

16.01 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 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

17.01 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 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

- A. In evaluating Bids, Owner will consider whether 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.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.
 - C. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.
- 18.08 **Provision of Texas Ethics Commission Form 1295 (“TEC Form 1295”) by Bidders: Effective January 1, 2016, pursuant to Texas Government Code § 2252.908 (the “Interested Party Disclosure Act” or the “Act”), the Owner may not award the contract to a bidder unless the bidder has provided to the Owner a completed, signed TEC Form 1295 which has been assigned a certificate number by the Texas Ethics Commission (the “TEC”). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed, and provided to the Owner. The TEC Form 1295 may accompany the bid or may be submitted separately, but must be provided to the Owner prior to the award of the contract. For purposes of completing the TEC Form 1295, the entity’s name is the City of Breckenridge; the contract ID number is 5580-40 (Engineers Project No.); and the description of goods and services is Phase I 2024 Paving Improvements. Neither the Owner nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.**

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner’s requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—SALES AND USE TAXES

21.01 Owner is exempt from **Texas** state sales and use taxes on materials and equipment to be incorporated in the Work. Said taxes must not be included in the Bid. Refer to Paragraph SC-7.10 of the Supplementary Conditions for additional information.

BID FORM FOR CONSTRUCTION CONTRACT

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 1—OWNER AND BIDDER

1.01 This Bid is submitted to: **City of Breckenridge**
105 N. Rose Avenue
Breckenridge, Texas 76424

Project: Phase I 2024 Paving Improvements
Project Number: 5580-40

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—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
 - E. Contractor’s license number as evidence of Bidder’s State Contractor’s License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;
 - F. Required Bidder Qualification Statement with supporting data; and

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Unit Price Bids*
- A. Bidder will perform the following Work at the indicated unit prices:

BASE BID
Asphalt Pavement

Item No.	Estimated Quantity Total	Description and Unit Price (Price to be written in words)	Unit Price	Total Amount
1	1 LS	Mobilization, Bonds, and Insurance (not to exceed 5% of total base bid), for _____ _____ _____ Dollars and _____ Cents per lump sum.		\$ _____

Item No.	Estimated Quantity Total	Description and Unit Price (Price to be written in words)	Unit Price	Total Amount
2	1 LS	Furnish and implement a Traffic Control Plan, and all related work, as specified, for _____ _____ _____ Dollars and _____ Cents per lump sum.		\$ _____
3	1 LS	Furnish and implement erosion control BMPs, and related work, as specified, for _____ _____ _____ Dollars and _____ Cents per lump sum.		\$ _____
4	8,100 TON	Furnish and install Hot Mix Asphaltic Concrete (2")(Type D) (PG 70-22) over-lay, complete and in place, for _____ _____ _____ Dollars and _____ Cents per ton.	\$ _____/TON	\$ _____
5	17,611 GAL	Furnish and install Tack Coat (CSS-1H) (0.25 GAL/SY), complete and in place, for _____ _____ _____ Dollars and _____ Cents per gallon.	\$ _____/GAL	\$ _____
6	490 CY	Furnish and install Base Material (6") (Type A, Grade 1 or 2) (Widening), complete and in place, for _____ _____ _____ Dollars and _____ Cents per cubic yard.	\$ _____/CY	\$ _____
7	732.5 GAL	Furnish and install Prime Coat (AEP) (0.25 GAL/SY) (Widening), complete and in place, for _____ _____ _____ Dollars and _____ Cents per gallon.	\$ _____/GAL	\$ _____
8	337 TON	Furnish and install Hot Mix Asphaltic Concrete (2")(Type D) (PG 70-22) (Widening), complete and in place, for _____ _____ _____ Dollars and _____ Cents per ton.	\$ _____/TON	\$ _____
9	7,270 SY	Demolish, remove, and dispose of Existing Pavement (Tie-In locations), as shown and as specified, for _____ _____ _____ Dollars and _____ Cents per square yard.	\$ _____/SY	\$ _____
10	1,820 GAL	Furnish and install Prime Coat (AEP) (0.25 GAL/SY) (Tie-In locations) complete and in place, for _____ _____ _____ Dollars and _____ Cents per gallon.	\$ _____/GAL	\$ _____

Item No.	Estimated Quantity Total	Description and Unit Price (Price to be written in words)	Unit Price	Total Amount
11	835 TON	Furnish and install Hot Mix Asphaltic Concrete (2")(Type D) (PG 70-22) (Tie-In locations), complete and in place, for _____ _____ _____ Dollars and _____ Cents per ton.	\$_____/TON	\$_____
12	4,300 SY	Demolish, remove, and dispose of Existing Pavement – Hullum and Willis reconstruction, as shown and as specified, for _____ _____ _____ Dollars and _____ Cents per square yard.	\$_____/SY	\$_____
13	2,990 LF	Demolish, remove, and dispose of Existing Concrete Curb and Gutter, as shown and as specified, for _____ _____ _____ Dollars and _____ Cents per linear foot.	\$_____/LF	\$_____
14	320 SY	Demolish, remove, and dispose of Existing Residential Concrete Driveway, as shown and as specified, for _____ _____ _____ Dollars and _____ Cents per square yard.	\$_____/SY	\$_____
15	2,675 SY	Furnish and repair of Gravel Driveways, as shown and as specified, for _____ _____ _____ Dollars and _____ Cents per square yard.	\$_____/SY	\$_____
16	375 SY	Furnish and install Residential Concrete Driveway Apron, complete and in place, for _____ _____ _____ Dollars and _____ Cents per square yard.	\$_____/SY	\$_____
17	550 SY	Furnish and install Cross-Street Concrete Apron with Monolithic Curb, complete and in place, for _____ _____ _____ Dollars and _____ Cents per square yard.	\$_____/SY	\$_____
18	4,525 SY	Furnish and install Concrete Pavement with Monolithic Curb (Class "P")(7"), complete and in place, for _____ _____ _____ Dollars and _____ Cents per square yard.	\$_____/SY	\$_____

Item No.	Estimated Quantity Total	Description and Unit Price (Price to be written in words)	Unit Price	Total Amount
19	1,150 LF	Furnish and install Concrete Curb & Gutter, complete and in place, as shown and as specified, for _____ Dollars and _____ Cents per linear foot.	\$_____/LF	\$_____
20	30 EA	Furnish and install Concrete Valve Collar, complete and in place, as shown and as specified, for _____ Dollars and _____ Cents per each.	\$_____/EA	\$_____
21	22 EA	Furnish and install Concrete Manhole Collar, complete and in place, as shown and as specified, for _____ Dollars and _____ Cents per each.	\$_____/EA	\$_____
22	4 EA	Furnish and install Manhole Rim adjustment, complete and in place, as shown and as specified, for _____ Dollars and _____ Cents per each.	\$_____/EA	\$_____
23	4 EA	Furnish and install Valve Height adjustment, complete and in place, as shown and as specified, for _____ Dollars and _____ Cents per each.	\$_____/EA	\$_____
TOTAL BASE BID (Items 1 thru 23)			\$_____	

B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor’s overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. 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.

5.02 *Instructions to Bidders*

Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
 1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and

procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.

7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no 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.
8. 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.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. 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 collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

BID BOND (PENAL SUM FORM)

<p>Bidder Name: Address <i>(principal place of business)</i>:</p>	<p>Surety Name: Address <i>(principal place of business)</i>:</p>
<p>Owner Name: City of Breckenridge Address <i>(principal place of business)</i>: 105 N. Rose Avenue Breckenridge, Texas 76424</p>	<p>Bid Project <i>(name and location)</i>: Phase I 2024 Paving Improvements, Breckenridge, Texas Bid Due Date:</p>
<p>Bond Penal Sum: Date of Bond:</p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p>Bidder</p>	<p>Surety</p>
<p style="text-align: center;"><i>(Full formal name of Bidder)</i></p>	<p style="text-align: center;"><i>(Full formal name of Surety) (corporate seal)</i></p>
<p>By: _____ <i>(Signature)</i></p>	<p>By: _____ <i>(Signature) (Attach Power of Attorney)</i></p>
<p>Name: _____ <i>(Printed or typed)</i></p>	<p>Name: _____ <i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p>Attest: _____ <i>(Signature)</i></p>	<p>Attest: _____ <i>(Signature)</i></p>
<p>Name: _____ <i>(Printed or typed)</i></p>	<p>Name: _____ <i>(Printed or typed)</i></p>
<p>Title: _____</p>	<p>Title: _____</p>
<p><i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i></p>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

QUALIFICATIONS STATEMENT

ARTICLE 1—GENERAL INFORMATION

1.01 Provide contact information for the Business:

Legal Name of Business:			
Corporate Office			
Name:		Phone number:	
Title:		Email address:	
Business address of corporate office:			
Local Office			
Name:		Phone number:	
Title:		Email address:	
Business address of local office:			

1.02 Provide information on the Business’s organizational structure:

Form of Business:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation		
	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Joint Venture comprised of the following companies:		
	1.		
	2.		
	3.		
Provide a separate Qualification Statement for each Joint Venturer.			
Date Business was formed:		State in which Business was formed:	
Is this Business authorized to operate in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending	

1.03 Identify all businesses that own Business in whole or in part (25% or greater), or that are wholly or partly (25% or greater) owned by Business:

Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			
Name of business:		Affiliation:	
Address:			

1.04 Provide information regarding the Business’s officers, partners, and limits of authority.

Name:		Title:	
Authorized to sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No		Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No		Limit of Authority:	\$
Name:		Title:	
Authorized to sign contracts: <input type="checkbox"/> Yes <input type="checkbox"/> No		Limit of Authority:	\$
Name:		Title:	

ARTICLE 2—LICENSING

2.01 Provide information regarding licensure for Business:

Name of License:			
Licensing Agency:			
License No:		Expiration Date:	
Name of License:			
Licensing Agency:			
License No:		Expiration Date:	

ARTICLE 3—DIVERSE BUSINESS CERTIFICATIONS

3.01 Provide information regarding Business’s Diverse Business Certification, if any. Provide evidence of current certification.

Certification	Certifying Agency	Certification Date
<input type="checkbox"/> Disadvantaged Business Enterprise		
<input type="checkbox"/> Minority Business Enterprise		
<input type="checkbox"/> Woman-Owned Business Enterprise		
<input type="checkbox"/> Small Business Enterprise		
<input type="checkbox"/> Disabled Business Enterprise		
<input type="checkbox"/> Veteran-Owned Business Enterprise		
<input type="checkbox"/> Service-Disabled Veteran-Owned Business		
<input type="checkbox"/> HUBZone Business (Historically Underutilized) Business		
<input type="checkbox"/> Other		
<input type="checkbox"/> None		

ARTICLE 4—SAFETY

4.01 Provide information regarding Business’s safety organization and safety performance.

Name of Business’s Safety Officer:		
Safety Certifications		
Certification Name	Issuing Agency	Expiration

4.02 Provide Worker’s Compensation Insurance Experience Modification Rate (EMR), Total Recordable Frequency Rate (TRFR) for incidents, and Total Number of Recorded Manhours (MH) for the last 3 years and the EMR, TRFR, and MH history for the last 3 years of any proposed Subcontractor(s) that will provide Work valued at 10% or more of the Contract Price. Provide documentation of the EMR history for Business and Subcontractor(s).

Year									
Company	EMR	TRFR	MH	EMR	TRFR	MH	EMR	TRFR	MH

ARTICLE 5—FINANCIAL

5.01 Provide information regarding the Business’s financial stability. Provide the most recent audited financial statement, and if such audited financial statement is not current, also provide the most current financial statement.

Financial Institution:		
Business address:		
Date of Business’s most recent financial statement:		<input type="checkbox"/> Attached
Date of Business’s most recent audited financial statement:		<input type="checkbox"/> Attached
Financial indicators from the most recent financial statement		
Contractor’s Current Ratio (Current Assets ÷ Current Liabilities)		
Contractor’s Quick Ratio ((Cash and Cash Equivalents + Accounts Receivable + Short Term Investments) ÷ Current Liabilities)		

ARTICLE 6—SURETY INFORMATION

6.01 Provide information regarding the surety company that will issue required bonds on behalf of the Business, including but not limited to performance and payment bonds.

Surety Name:	
--------------	--

Surety is a corporation organized and existing under the laws of the state of:		
Is surety authorized to provide surety bonds in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Is surety listed in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" published in Department Circular 570 (as amended) by the Bureau of the Fiscal Service, U.S. Department of the Treasury? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Mailing Address (principal place of business):		
Physical Address (principal place of business):		
Phone (main):		Phone (claims):

ARTICLE 7—INSURANCE

7.01 Provide information regarding Business’s insurance company(s), including but not limited to its Commercial General Liability carrier. Provide information for each provider.

Name of insurance provider, and type of policy (CLE, auto, etc.):		
Insurance Provider	Type of Policy (Coverage Provided)	
Are providers licensed or authorized to issue policies in the Project location?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Does provider have an A.M. Best Rating of A-VII or better?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Mailing Address (principal place of business):		
Physical Address (principal place of business):		
Phone (main):		Phone (claims):

ARTICLE 8—CONSTRUCTION EXPERIENCE

8.01 Provide information that will identify the overall size and capacity of the Business.

Average number of current full-time employees:	
Estimate of revenue for the current year:	
Estimate of revenue for the previous year:	

8.02 Provide information regarding the Business’s previous contracting experience.

Years of experience with projects like the proposed project:		
As a general contractor:		As a joint venturer:
Has Business, or a predecessor in interest, or an affiliate identified in Paragraph 1.03:		
Been disqualified as a bidder by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Been barred from contracting by any local, state, or federal agency within the last 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Been released from a bid in the past 5 years? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Defaulted on a project or failed to complete any contract awarded to it? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Refused to construct or refused to provide materials defined in the contract documents or in a change order? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Been a party to any currently pending litigation or arbitration? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Provide full details in a separate attachment if the response to any of these questions is Yes.		

8.03 List all projects currently under contract in Schedule A and provide indicated information.

8.04 List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business’s experience with projects similar in type and cost of construction.

8.05 In Schedule C, provide information on key individuals whom Business intends to assign to the Project. Provide resumes for those individuals included in Schedule C. Key individuals include the Project Manager, Project Superintendent, Quality Manager, and Safety Manager. Resumes may be provided for Business’s key leaders as well.

ARTICLE 9—REQUIRED ATTACHMENTS

9.01 Provide the following information with the Statement of Qualifications:

- A. If Business is a Joint Venture, separate Qualifications Statements for each Joint Venturer, as required in Paragraph 1.02.
- B. Diverse Business Certifications if required by Paragraph 3.01.
- C. Certification of Business’s safety performance if required by Paragraph 4.02.
- D. Financial statements as required by Paragraph 5.01.
- E. Attachments providing additional information as required by Paragraph 8.02.
- F. Schedule A (Current Projects) as required by Paragraph 8.03.
- G. Schedule B (Previous Experience with Similar Projects) as required by Paragraph 8.04.
- H. Schedule C (Key Individuals) and resumes for the key individuals listed, as required by Paragraph 8.05.
- I. Additional items as pertinent.

This Statement of Qualifications is offered by:

Business: _____
(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(date signed)

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

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address: _____

Phone: _____

Email: _____

Schedule A—Current Projects

Name of Organization					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Name		Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Name		Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Name		Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Name		Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Name		Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Name		Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule B—Previous Experience with Similar Projects

Name of Organization					
Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Name		Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Name		Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Project Owner		Project Name			
General Description of Project					
Project Cost		Date Project			
Key Project Personnel		Project Manager	Project Superintendent	Safety Manager	Quality Control Manager
Name					
Reference Contact Information (listing names indicates approval to contacting the names individuals as a reference)					
Name		Title/Position	Organization	Telephone	Email
Owner					
Designer					
Construction Manager					

Schedule C—Key Individuals

Project Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Project Superintendent			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

Safety Manager			
Name of individual			
Years of experience as project manager			
Years of experience with this organization			
Number of similar projects as project manager			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	
Quality Control Manager			
Name of individual			
Years of experience as project superintendent			
Years of experience with this organization			
Number of similar projects as project superintendent			
Number of similar projects in other positions			
Current Project Assignments			
Name of assignment		Percent of time used for this project	Estimated project completion date
Reference Contact Information (listing names indicates approval to contact named individuals as a reference)			
Name		Name	
Title/Position		Title/Position	
Organization		Organization	
Telephone		Telephone	
Email		Email	
Project		Project	
Candidate's role on project		Candidate's role on project	

**CONTRACTOR COMPLIANCE WITH
WORKER'S COMPENSATION LAW**

Pursuant to Article 8308-3.23 of Vernon's Annotated Civil Statutes, Contractor certified that it provides worker's compensation insurance coverage for all of its employees employed on this City of Breckenridge project.

CONTRACTOR

By: _____

Title

Date

STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of _____ for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 20____.

Notary Public in and for
the State of Texas

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____ §

County of _____ §

_____, being first duly sworn,
deposes and says that:

- (1) He is _____ of _____ the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any advantage against the City of Breckenridge or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees or parties in interest, including this affiant.

(signed) _____

Title

Subscribed and sworn to before me

this _____ day of _____, 20____.

My commission expires _____, 20____.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

SPECIAL PROVISION
SALES TAX NOTICE TO CONTRACTORS

The City of Breckenridge is an exempt organization in accordance with Section 151.309 of Chapter 151, Subchapter E, Tax Code, also known as the Limited Sales, Excise, and Use Tax Act. Any contract awarded for this project shall meet the criteria in Chapter 151, Subchapter E, Tax Code for an exempt contract.

Contractor's should be knowledgeable of Chapter 151, Subchapter E, Tax Code and the applicable rules of the Comptroller of Public Accounts, specifically 34 TAC 3.291 (Contractors) and 34 TAC 3.287 (Exemption Certificates) and shall assure that the City of Breckenridge receives all tax exemptions provided by State law.

Contractor's may obtain additional information, including sample exemption certificates, by contacting the Comptroller of Public Accounts, Tax Policy Division, 111 West 6th Street, Austin, Texas 78701-2913. The Comptroller of Public Accounts can be reached by calling their toll-free number 1-800-252-5555 or in Austin 512-463-4600.

CONTRACT DOCUMENTS

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between **City of Breckenridge** (“Owner”) and _____ (“Contractor”).

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction of a new Asphalt Roadway for Woodrow Road.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Phase I 2024 Paving Improvements**

ARTICLE 3—ENGINEER

3.01 The Owner has retained **Enprotec / Hibbs & Todd, Inc.** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by the Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is 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 *Contract Times: Days*

A. The Work will be substantially complete within 150 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 180 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 as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. 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):

1. *Substantial Completion:* Contractor shall pay Owner **\$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner’s sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. Total of Lump Sum Amount and Unit Price Work \$_____.

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 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 the basis of Contractor’s Applications for Payment on or about the 5th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in 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 elsewhere in the Contract.
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 Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95** percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, 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).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions.
 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
 6. Drawings (not attached but incorporated by reference) consisting of **28** sheets with each sheet bearing the following general title: Street Paving Improvements.
 7. Addenda (numbers _____ to _____, inclusive).
 8. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 7, Inclusive)
 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.

- d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.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 7.
 - D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no 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.

8. 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.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Contractor:

CITY OF BRECKENRIDGE

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

Phone: _____

Phone: _____

Email: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(where applicable)

State: _____

NOTICE TO PROCEED

Owner: City of Breckenridge Owner's Project No.: _____
 Engineer: Enprotec / Hibbs & Todd, Inc. Engineer's Project No.: 5580-40
 Contractor: _____ Contractor's Project No.: _____
 Project: Phase I 2024 Paving Improvements
 Contract Name: Phase I 2024 Paving Improvements
 Effective Date of Contract: _____

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on _____ pursuant to Paragraph 4.01 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The number of days to achieve Substantial Completion is _____ from the date stated above for the commencement of the Contract Times, resulting in a date for Substantial Completion of _____; and the number of days to achieve readiness for final payment is _____ from the commencement date of the Contract Times, resulting in a date for readiness for final payment of _____.

Before starting any Work at the Site, Contractor must comply with the following:

Owner: City of Breckenridge
 By (signature): _____
 Name (printed): _____
 Title: _____
 Date Issued: _____
 Copy: Engineer

PERFORMANCE BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address <i>(principal place of business)</i>: _____</p>
<p>Owner</p> <p>Name: City of Breckenridge</p> <p>Mailing address <i>(principal place of business)</i>: 105 N. Rose Avenue Breckenridge, Texas 76424</p>	<p>Contract</p> <p>Description <i>(name and location)</i>: Phase I 2024 Paving Improvements, Breckenridge, Texas</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the 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 periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **None**

PAYMENT BOND

<p>Contractor</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>	<p>Surety</p> <p>Name: _____</p> <p>Address (<i>principal place of business</i>): _____</p>
<p>Owner</p> <p>Name: City of Breckenridge</p> <p>Mailing address (<i>principal place of business</i>): 105 N. Rose Avenue Breckenridge, Texas 76424</p>	<p>Contract</p> <p>Description (<i>name and location</i>): Phase I 2024 Paving Improvements, Breckenridge, Texas</p> <p>Contract Price: _____</p> <p>Effective Date of Contract: _____</p>
<p>Bond</p> <p>Bond Amount: _____</p> <p>Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i></p> <p>Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18</p>	
<p>Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.</p>	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<p><i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i></p>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, 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 will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic’s lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of “labor, materials, or equipment” that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the 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.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **None**

CERTIFICATE OF INSURANCE

TO: _____
 Owner _____
 Address _____

Date _____
 Project No _____
 Type of _____
 Project _____

THIS IS TO CERTIFY THAT _____
 (Name and address of Insured)

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

TYPE OF INSURANCE

	Policy No.	Effective	Expires	Limits of Liability
Workmen's Compensation				
Public Liability				1 Person \$ _____ 1 Accident \$ _____
Contingent Liability				1 Person \$ _____ 1 Accident \$ _____
Property Damage				
Builder's Risk				
Automobile				
Other				

The foregoing Policies (do) (do not) cover all sub-contractors.

Locations Covered: _____

Descriptions of Operations Covered: _____

The above policies either in the body thereof or by appropriate endorsement provide that they may not be changed or canceled by the insurer in less than five days after the insured has received written notice of such change or cancellation.

Where applicable local laws or regulations require more than five days actual notice of change or cancellation to the assured, the above policies contain such special requirements, wither in the body thereof or by appropriate endorsement thereto attached.

 (Name of Insurer)

By _____

Title _____

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. 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, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document 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, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

- requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.
- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and

recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. *Engineer*—The individual or entity named as such in the Agreement.
23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
29. *Notice to Proceed*—A written notice 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.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor’s plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *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.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *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, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *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.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *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 of such Work.
43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.

44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions. **Supplementary Conditions are established by redline edits to these Standard General Conditions of the Construction Contract.**
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, 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 a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *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; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* 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 information in the Contract Documents and with the design concept of the 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 Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
1. does not conform to the Contract Documents;
 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 3. 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 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
1. The word “furnish,” when used in connection with services, materials, or equipment, means 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, means 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, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that 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 Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), 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;
 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.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- 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 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *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 the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will 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 the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document 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.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will 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.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract 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, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer 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 part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then 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 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
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 had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); 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 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and

binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers 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 its consultants, including electronic media versions, or reuse any 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 adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner’s express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract 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 Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *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.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 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 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, 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 Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.
 - 5. **Weather-Related Delays**
 - a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which

the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.

- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a “bad weather day”:
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 0.50-inches of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.
 - ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 30 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is equal to or greater than the following high temperature threshold: 115 degrees Fahrenheit.
 - 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by National Weather Service weather monitoring station at Stephens County Airport, Stephens County, **Texas**.
 - 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit B—Foreseeable Bad Weather Days.
 - 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit B—Foreseeable Bad Weather Days will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.
- D. Contractor’s entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor’s entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.

- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.

Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.

- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing 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.
- 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 permanent improvements are to be made 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.

5.02 Use of Site and Other Areas

- A. *Limitation on Use of Site and Other Areas*
 1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other

materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all 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 directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will 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 and adjacent areas 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 of 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 structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
 1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
 2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
 3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.
- C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.
- D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, 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;
 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
 3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner’s archival documents concerning the Site; or
 4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.
- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely:

Report Title	Date of Report	Technical Data
None		

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
None		

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
 1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;

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 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, 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 fall within any one or more of the categories described in Paragraph 5.04.A;
 - 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 Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a 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 otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then 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 7.15), notify Owner and Engineer in writing regarding such Underground Facility.

C. *Engineer's Review*: Engineer will:

1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Early Resumption of Work*: If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.

F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. 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 Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor’s entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner’s issuance of the Owner’s written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor’s remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.
4. The following table lists the reports known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and the Technical Data (if any) upon which Contractor may rely:

Report Title	Date of Report	Technical Data
N/A		

5. The following table lists the drawings known to Owner relating to Hazardous Environmental Conditions at or adjacent to the Site, and Technical Data (if any) contained in such Drawings upon which Contractor may rely:

Drawings Title	Date of Drawings	Technical Data
N/A		

- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, 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;
 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 removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) 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. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. 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, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.

- H. 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, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, 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, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, 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 failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.

- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
 - 1. Contractor may obtain worker’s compensation insurance from an insurance company that has not been rated by A.M. Best, provided that such company (a) is domiciled in the state in which the Project is located, (b) is certified or authorized as a worker’s compensation insurance provider by the appropriate state agency, and (c) has been accepted to provide worker’s compensation insurance for similar projects by the state within the last 12 months.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.

- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, 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.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under

Article 16.

- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 1. include at least the specific coverages required;
 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 4. apply with respect to the performance of the Work, whether such performance is 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; and
 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;

2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor’s acts or omissions, or the acts and omissions of those working on Contractor’s behalf, in the performance of Contractor’s operations.
- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to Owner and Engineer) the following:
- E. *Workers’ Compensation and Employer’s Liability:* Contractor shall purchase and maintain workers’ compensation and employer’s liability insurance, including, as applicable, United States Longshoreman and Harbor Workers’ Compensation Act, Jones Act, stop-gap employer’s liability coverage for monopolistic states, and foreign voluntary workers’ compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers’ Compensation and Related Policies	Policy limits of not less than:
Workers’ Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman’s)	Statutory
Foreign voluntary workers’ compensation (employer’s responsibility coverage), if applicable	Statutory
Employer’s Liability	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$2,000,000

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor’s employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor’s commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:

1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
 2. Blanket contractual liability coverage, including but not limited to coverage of Contractor’s contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 “Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured” or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of “insured contract” (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured’s vicarious liability, strict liability, or statutory liability (other than worker’s compensation).
 6. Any limitation or exclusion based on the nature of Contractor’s work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- J. *Automobile Liability*: Contractor shall purchase and maintain automobile liability insurance 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. The automobile liability policy must be written on an occurrence basis.

Automobile Liability	Policy limits of not less than:
Bodily Injury	
Each Person	\$500,000
Each Accident	\$1,000,000
Property Damage	
Each Accident	\$1,000,000

- K. *Umbrella or Excess Liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer’s liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

- L. *Using Umbrella or Excess Liability Insurance to Meet CGL and Other Policy Limit Requirements*: Contractor may meet the policy limits specified for employer’s liability, commercial general liability, and automobile liability through the primary policies alone, or through combinations of the primary insurance policy’s policy limits and partial attribution of the policy limits of an umbrella or excess liability policy that is at least as broad in coverage as that of the underlying policy, as specified herein. If such umbrella or excess liability policy was required under this Contract, at a specified minimum policy limit, such umbrella or excess policy must retain a minimum limit of \$[specify amount] after accounting for partial attribution of its limits to underlying policies, as allowed above.

- M. *Contractor’s Pollution Liability Insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage, including cleanup costs, as a result of pollution conditions arising from Contractor’s operations and completed operations. This insurance must be maintained for no less than three years after final completion.

Contractor’s Pollution Liability	Policy limits of not less than:
Each Occurrence/Claim	\$N/A
General Aggregate	\$N/A

- N. *Contractor’s Professional Liability Insurance*: If Contractor will provide or furnish professional services under this *Contract*, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance must cover negligent acts, errors, or omissions in the performance of professional design or related services by the insured or others for whom the insured is legally liable. The insurance must be maintained throughout the

duration of the Contract and for a minimum of two years after Substantial Completion. The retroactive date on the policy must pre-date the commencement of furnishing services on the Project.

Contractor's Professional Liability	Policy limits of not less than:
Each Claim	\$2,000,000
Annual Aggregate	\$5,000,000

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur:* Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities:* Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or

damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, 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, risks, 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 Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, 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 fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights 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 insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, 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 fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *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.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *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 maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. 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 will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *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, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will 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 must 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.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item 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 is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) 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) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:

- a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether 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
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable 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.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.

- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *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 an 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 will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, 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 specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, 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.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. 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 the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *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.
- B. Owner is exempt from payment of sales and compensating use taxes of the State of Texas and of cities and counties thereof on all materials to be incorporated into the Work.
 - 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 - 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work

7.11 *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. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, 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 such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available

to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. 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, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.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 at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer 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).
- E. 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.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as 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.

7.15 *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 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 by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must 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 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall 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 7.16.C.
 3. 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. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. 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, comply with the requirements of 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, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.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 will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
 6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
 7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
 8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.
- D. *Resubmittal Procedures for Shop Drawings and Samples*
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.
 2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
 3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.
- E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*
1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.

- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 *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 is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
1. abuse, or improper modification, 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.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
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;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (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 from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage 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 officers, directors, members, partners, employees, agents, consultants, or subcontractors, 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 7.18.A will 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.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.

- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
1. Checking for conformance with the requirements of this Paragraph 7.19;
 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. 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 such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, 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.

- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or

utility owner the Owner’s contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.

- 2. When Owner is performing other work at or adjacent to the Site with Owner’s employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor’s failure to take reasonable and customary measures with respect to Owner’s other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor’s failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor’s actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all 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 damage, delay, disruption, or interference.

ARTICLE 9—OWNER’S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer’s status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner’s duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner’s duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner’s identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *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.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *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.

10.02 *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 10.07. 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.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.
- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
 1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 3. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
 4. *Review of Work; Defective Work*
 - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance

with the Contract Documents.

- b. Observe whether any Work in place appears to be defective.
- c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.

5. *Inspections and Tests*

- a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
- b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.

6. *Payment Requests: Review Applications for Payment with Contractor.*

7. *Completion*

- a. Participate in Engineer's visits regarding Substantial Completion.
- b. Assist in the preparation of a punch list of items to be completed or corrected.
- c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- d. Observe whether items on the final punch list have been completed or corrected.

D. The RPR will not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Authorize Owner to occupy the Project in whole or in part.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, 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, will 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 responsible 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 Contractor under Paragraph 15.06.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 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in 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;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:

1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes 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. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-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. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *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, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. 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, then by application of such unit prices to the quantities of the items involved (subject to

the provisions of Paragraph 13.03);

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit will 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 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 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 Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter

submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety 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), 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.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator’s fees and costs.
- E. *Partial Approval:* If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim:* If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results:* If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work:* The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 - 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those

additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
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 in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will 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 accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will 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, which 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 will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of 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, 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.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
- c. *Construction Equipment Rental*
- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - ~~2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.~~
 - 2) The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of the Rental Rate Blue Book for Construction Equipment.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price (“changed Work”), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as 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 builder’s risk or other property insurance established in accordance with Paragraph 6.04), 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 include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will 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 communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work does not include any of the following items:

- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general 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 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
- 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - a. For purposes of this paragraph, "small tools and hand tools" means any tool or equipment whose current price if it were purchased new at retail would be less than \$500.
- 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
- 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
- 5. 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.
- 6. Expenses incurred in preparing and advancing Claims.
- 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*

- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.

- 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.
- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 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*: Contractor agrees that:
 1. 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
 2. 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 for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's 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 for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 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. Payments to Contractor for Unit Price Work will be based on actual quantities.
- 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. 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, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

~~E. Adjustments in Unit Price~~

- ~~1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:

 - ~~a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and~~
 - ~~b. Contractor’s unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.~~~~
- ~~2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor’s costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.~~
- ~~3. Adjusted unit prices will apply to all units of that item.~~

E. Adjustments in Unit Price

- 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor’s unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
- 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor’s costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
- 3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor

shall provide them proper and safe conditions for such access and advise them of Contractor’s safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- 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, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner’s and Engineer’s acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor’s purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. 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, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor’s expense unless Contractor had given Engineer timely notice of Contractor’s intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor’s Obligation:* It is Contractor’s obligation to assure that the Work is not defective.

- B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects*: Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then 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, and provide all necessary labor, material, and

equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages 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 pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
2. 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, 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, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *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, then 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 will 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.

14.07 *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 defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, 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, 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 incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. 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 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *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.
 2. 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 must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
 3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
 4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications*
1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, 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 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, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and 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; or
 - b. 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;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; 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 15.01.C.2.
 6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. 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; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
- 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, 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, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.
- F. For contracts in which the Contract Price is based on the Cost of Work, if Owner determines that progress payments made to date substantially exceed the actual progress of the Work (as measured by reference to the Schedule of Values), or present a potential conflict with the Guaranteed Maximum Price, then Owner may require that Contractor prepare and submit a plan for the remaining anticipated Applications for Payment that will bring payments and progress into closer alignment and take into account the Guaranteed Maximum Price (if any), through reductions in billings, increases in retainage, or other equitable measures. Owner will review the plan, discuss any necessary modifications, and implement the plan as modified for all remaining Applications for Payment.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *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 and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- 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 preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- 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. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work 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 15.03 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 6.04 regarding builder's risk or other property insurance.

15.05 *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, or

agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *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, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, 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, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

- B. *Engineer's Review of Final Application and Recommendation of Payment:* 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 have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. 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. *Notice of Acceptability*: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due*: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *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 Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 1. correct the defective repairs to the Site or such adjacent areas;
 2. correct such defective Work;
 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, 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. Contractor shall pay all 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). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. 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.
 - E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, 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.
 - F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *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 written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and 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);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, 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 complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.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 the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds 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.
- F. 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, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 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; and
 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 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 16.03.
- 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, 7 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 are not intended to preclude Contractor from submitting a Change Proposal 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 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:

1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract 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.

18.03 *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. 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.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is 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.

18.09 *Successors and Assigns*

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

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

EXHIBIT A— SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contactors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version 10 or later			
DWG	Autodesk® AutoCAD .dwg format Version 2019			
DOC	Microsoft® Word .docx format Version 10			
EXC	Microsoft® Excel .xls or .xml format Version 10			
DB	Microsoft® Access .mdb format Version 10			

EXHIBIT B— FORESEEABLE BAD WEATHER DAYS

Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) (0.50)	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.)	Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.)
January	1	1	0
February	2	1	0
March	2	0	0
April	2	0	0
May	3	0	0
June	3	0	0
July	1	0	0
August	2	0	0
September	2	0	0
October	2	0	0
November	1	1	0
December	1	3	0

Notes:

- Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of “dry” powder snow equals one inch of rain.

TECHNICAL SPECIFICATIONS

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Contract Description:

- 1. Roadway rehabilitation of existing roadways throughout the City of Breckenridge to include (as specified within the drawings) hot-mix overlay, concrete pavement, concrete curb and gutter, ROW clearing, and grading improvements.

1.2 CONTRACTOR USE OF SITE:

A. Access to site:

- 1. unlimited. Coordinate construction, detours, and/or street closings with the Engineer and Owner.

B. Time restrictions for performing Work:

- 1. Daylight hours, Monday through Saturday, except in emergency situations or with prior approval by the Engineer and Owner.

C. Existing utilities are to be protected and remain in service at all times. Any damage to existing utilities shall be repaired by the Contractor at no additional cost to the Owner.

D. Not more than two (2) consecutive cross-streets may be closed to traffic at any time, unless permission is given by the Owner.

END OF SECTION

SECTION 01019

CONTRACT CONSIDERATIONS

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Materials Testing.
- B. Construction Staking and Surveying.
- C. Schedule of Values.
- D. Application for Payment.
- E. Change Procedures.
- F. Measurement and Payment.

1.2 MATERIALS TESTING:

- A. On behalf of the Owner, the Engineer will engage a recognized construction materials testing firm.
- B. Contractor shall be responsible for:
 - 1. Costs of incidental labor and facilities required to assist testing firm.
 - 2. Costs of testing laboratory services used by Contractor separate from Contract Document or Owner requirements.
 - 3. Costs of retesting upon failure of previous tests as determined by Engineer.

1.3 CONSTRUCTION STAKING AND SURVEYING

- A. The Owner will provide benchmarks and control points as shown on the plans. These will be set only once by the Owner. The Contractor shall take necessary precautions to protect survey benchmarks and control points during construction.
- B. All stakes, references, line, grades, etc. which may be required for construction operations shall be furnished by the Contractor.
- C. The Contractor shall be solely and completely responsible for the accuracy of the line and grade of all features of the work. Any errors or apparent discrepancies found in previous surveys or plans shall be called to the attention of the Engineer prior to proceeding with the work.
- D. Construction staking and surveying work shall be incidental to other work items.

1.4 SCHEDULE OF VALUES:

- A. Submit a printed schedule on EJCDC C-620. Contractor's standard form or electronic media printout will be considered.
- B. Submit Schedule of Values at the Preconstruction Conference. Provide four (4) reproducible copies.
- C. Format: Provide itemized schedule breakdown of Lump Sum Bid. Coordinate schedule with Engineer for approval.
- D. Revise schedule to list approved Change Orders, with each Application for Payment.

1.5 APPLICATIONS FOR PAYMENT:

- A. Contractor's electronic media driven form or EJCDC C-620.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Payment Period: Submit by the 25th of each month.
- D. Include executed Contractor Affidavit for Partial Payment with each Application for Payment.
- E. Submit certification by Contractor of Labor Standards compliance with each Application for Payment.

1.6 CHANGE PROCEDURES:

- A. The Engineer will advise of minor changes in the Work not involving an adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions in writing.
- B. The Engineer may issue a Notice of Change which includes a detailed description of a proposed change with supplementary or revised Drawings and Specifications, a change in contract time for executing the change and the period of time during which the requested price will be considered valid. Contractor will prepare and submit an estimate within 10 days.
- C. The Contractor may propose changes by submitting a request for change to the Engineer, describing the proposed change and its full effect on the Work. Include a statement describing the reason for the change, and the effect on the Contract Sum/Price and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01600.
- D. Stipulated Sum/Price Change Order: Based on Notice of Change and Contractor's fixed price quotation or Contractor's request for a Change Order as approved by Engineer.

- E. Work Directive Change: Engineer may issue a directive, on EJCDC C-940 Work Directive Change signed by the Owner, instructing the Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order. Document will describe changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute the change.
- F. Change Order Forms: EJCDC C-941 or Engineer’s standard electronic media driven form.
- G. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.

1.7 MEASUREMENT AND PAYMENT:

- A. Authority: Work under this Contractor shall be measured by the Item Lump Sum Price as indicated on the Bid Schedule. Where the Item Lump Sum Price applies, the work will be considered as a complete installation as shown and specified.

Unit Quantities: Quantities and measurements indicated in the Bid Form are for contract purposes only. Quantities and measurements supplied or placed in the Work shall determine payment. The bid price for any Unit Price method item shall be in effect for any actual quantity encountered within plus or minus 25 percent of the estimated quantity. Payment or adjustment for quantities greater than plus or minus 25 percent will be subject to negotiation.

- B. Payment Includes: Full compensation for required labor, Products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.
- C. Defect Assessment: Replace the Work, or portions of the Work, not conforming to specified requirements. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 01039

COORDINATION AND MEETINGS

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Coordination.
- B. Field Engineering.
- C. Preconstruction Meeting.

1.2 COORDINATION:

- A. Coordinate scheduling, submittal, and Work of the various sections of the Project Manual to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Coordinate completion and clean up of Work of separate sections in preparation for Substantial Completion.
- C. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 FIELD ENGINEERING:

- A. Contractor to verify set-backs and easements, confirm drawing dimensions and elevations.
- B. Contractor to provide field engineering services as required to support his work. Establish elevations, lines, and levels, utilizing recognized engineering survey practices.

1.4 PRECONSTRUCTION MEETING:

- A. Engineer will schedule a meeting after Notice of Award.
- B. Attendance Required: Owner, Engineer, and Contractor.
- C. Agenda:
 - 1. Distribution of Owner-Contractor Agreement / Contract Document.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Submission of list of Subcontractors, list of Products, schedule of values, and progress schedule.
 - 4. Designation of personnel representing the parties in Contract, and the Engineer.

- 5. Procedures and processing of field decisions, submittal, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 6. Scheduling.
 - 7. Coordination with other agencies/organizations.
- D. Engineer to record minutes and distribute copies after meeting to participants.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01090

STANDARD REFERENCES

Whenever used in the Project Manual, the following abbreviations will have the meanings listed:

When documents are referenced, they are a part of the Specification as specified and modified. In case of conflict between the requirements of these Specifications and those on the referenced documents, these Specifications shall prevail.

AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, Ste. 249 Washington, DC 20001
ACI	American Concrete Institute 38800 Country Club Drive Farmington Hills, MI 48331
AISC	American Institute of Steel Construction One East Wacker Drive, Ste. 700 Chicago, IL 60601-1802
AISI	American Iron and Steel Institute 1140 Connecticut Ave., Ste. 705 Washington, DC 20036
AITC	American Institute of Timber Construction 7012 S. Revere Parkway, Ste. 140 Centennial, CO 80112
ANSI	American National Standards Institute, Inc. 1899 L Street, NW, 11 th Floor Washington, DC 20036
APA	American Plywood Association 7011 S. 19 th Street Tacoma, WA 98466-5333
API	American Petroleum Institute 1220 L Street, NW Washington, DC 20005-4070
APSP	Association of Pool and Spa Professionals 2111 Eisenhower Ave., Ste. 500 Alexandria, VA 22314
ASCE	American Society of Civil Engineers 1801 Alexander Bell Drive Reston, VA 20191

ASCII	American Standard Code for Information Interchange United States of American Standards Institute 25 West 43 rd Street, 4 th Floor New York, NY 10036
ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers United Engineering Center 1791 Tullie Circle, NE Atlanta, GA 30329
ASME	American Society of Mechanical Engineers Three Park Avenue New York, NY 10016
ASTM	American Society for Testing and Materials 100 Bar Harbor Drive West Conshohocken, PA 19428 (http://www.astm.org)
AWPA	American Wood Preservers Association 100 Chase Park South, Ste. 116 Birmingham, AL 35244
AWS	American Welding Society 550 LeJeane Road Miami, FL 33126
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235
CRSI	Concrete Reinforcing Steel Institute 933 North Plum Grove Road Schaumburg, IL 60173
EEl	Edison Electric Institute 701 Pennsylvania Ave., NW Washington, DC 20004
ENGINEER	Enprotec / Hibbs & Todd, Inc. 402 Cedar Street Abilene, Texas 79601
FEDSPEC	Federal Specifications General Services Administration Specification and Consumer Information Distribution Branch 1275 First Street, NE Washington, DC 20417
FEDSTDS	Federal Standards (see FEDSPECS)

HI	Hydraulic Institute 6 Campus Drive, First Floor North Parsippany, NJ 07054
IBC	International Building Code (Published by ICC)
ICC	International Code Council 500 New Jersey Ave., NW, 6 th Floor Washington, DC 20001
ICEA	Insulated Cable Engineers Association P.O. Box 1568 Carrolton, GA 30112
IEEE	Institute of Electrical and Electronic Engineers, Inc. 3 Park Avenue, 17 th Floor New York, NY 10016
IES	Illuminating Engineering Society c/o United Engineering Center 120 Wall Street, Floor 17 New York, NY 10005
IMC	International Mechanical Code (Published by ICC)
IPC	International Plumbing Code (Published by ICC)
ISA	Instrument Society of America 67 Alexander Drive Research Triangle Park, NC 27709
MILSPEC	Military Specifications Navy Publications and Forms Center 5801 Tabor Avenue Philadelphia, PA 19120
NAAMM	National Association of Architectural Metal Manufacturers 800 Roosevelt Rd., Bldg. C, Ste 312 Glen Ellyn, IL 60137
NACE	National Association of Corrosion Engineers 1440 South Creek Drive Houston, Texas 77084
NEC	National Electrical Code National Fire Protection Association 1 Batterymarch Park Quincy, MA 02169

NEMA	National Electrical Manufacturer's Association 1300 North 17 th Street, Ste. 1752 Rosslyn, VA 22209
NFPA	National Forest Products Association 1111 19 th Street, NW, Ste. 800 Washington, DC 20036
NFPA	National Fire Protection Association 1 Batterymarch Park Quincy, MA 02169
NSF	National Sanitation Foundation 789 N. Dixboro Road Ann Arbor, MI 48113
OSHA	Occupational Safety and Health Act Occupational/Safety and Health Administration Lubbock Area Office 1205 Texas Avenue Lubbock, TX 79401
OWNER	City of Breckenridge 105 N. Rose Avenue Breckenridge, Texas 76424
SBCC	Southern Building Code Congress 900 Montclair Road Birmingham, AL 35213
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association 4201 Lafayette Center Drive Chantilly, VA 20151-1209
SSPC	Steel Structures Painting Council 4516 Henry Street, Suite 301 Pittsburgh, PA 15123-3728
SSPWC-NCT	Standard Specifications for Public Works Construction-- North Central Texas North Central Texas Council of Governments P O Box 5888 Arlington, Texas 76005-5888
TCA	Tile Council of America, Inc. 100 Clemson Research Blvd. Anderson, SC 29625
TCEQ	Texas Commission on Environmental Quality P O Box 13087 Austin, TX 78711-3087

- TDSHS Texas Department of State Health Services
1100 West 49th Street
Austin, Texas 78756-3199

- TWDB Texas Water Development Board
1700 North Congress Avenue
Austin, Texas 78711

- TXDOT Texas Department of Transportation
125 E. 11th Street
Austin, TX 78701

- UBC Uniform Building Code
Published by ICB

- UL Underwriters Laboratories, Inc.
2600 NW Lake Road
Camas, WA 98607

- USBR Bureau of Reclamation
U.S. Department of Interior
Engineering and Research Center
Denver Federal Center, Building 67
Denver, CO 80225

- WWPA Western Wood Products Association
522 SW Fifth Ave, Ste. 500
Portland, OR 97204

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Mechanics and administration of the submittal process.
2. General content requirements for Shop Drawings.
3. Content requirements for Operation and Maintenance Manuals.

B. Related Sections include but are not necessarily limited to:

1. Division 0 - Bidding Requirements, Contract Forms, and Conditions of the Contract.
2. Division 1 - General Requirements.
3. Sections in Divisions 2 through 16 identifying required submittals.

1.2 DEFINITIONS

A. Shop Drawings:

1. See General Conditions.
2. Product data and samples are Shop Drawing information.

B. Operation and Maintenance (O&M) Manuals:

1. Contain the information required for proper installation and maintenance of building materials and finishes.
2. Contain the technical information required for proper installation, operation and maintenance of process, electrical and mechanical equipment and systems.

C. Miscellaneous Submittals:

1. Submittals other than Shop Drawings and O&M Manuals.
2. Representative types of miscellaneous submittal items include but are not limited to:
 - a. HVAC test and balance reports.
 - b. Installed equipment and systems performance test reports.
 - c. Manufacturer's installation certification letters.
 - d. Instrumentation and control commissioning reports.
 - e. Warranties.

1.3 SUBMITTAL SCHEDULE

- A. Shop Drawings: Submittal and approval prior to 50 percent completion.
- B. Operation and Maintenance Manuals and Completed Equipment Record Sheets: Initial submittal within 90 days after date Shop Drawings are approved.

1.4 PREPARATION OF SUBMITTALS

- A. Shop Drawings:
 - 1. Format:
 - a. Submit only electronic copy of each submittal to the Engineer as single printable, searchable PDF file.
 - b. All electronic files shall be in PDF format and shall contain no pages larger than 11" x 17". Ensure that scanned documents are fully legible.
 - i. Each submittal shall consists of a single, merged PDF file to facilitate review, portfolio PDF files will be rejected. Engineer will review and return an electronic copy (PDF) to Contractor.
 - c. Submittal numbering:
 - i. Submittals shall be named and numbered with the specification number listed first, followed by a dash and a sequential number for the submittal under the specification section. For example, 11301-02 would be the second submittal for the membrane filtration system specification.
 - ii. Should a resubmittal be required, the original submittal number shall be followed by an "A", "B", etc. For example, 11260-02A would be the first resubmittal on the second submittal for the chlorination equipment.
 - d. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing and detail number, and Specification section number, as appropriate.
 - e. Apply Contractor's stamp, signed or initialed, certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.

- f. Schedule submittals to expedite the Project and deliver to Engineer at business email. Coordinate submission of related items.
 - g. For each submittal for review, allow 10 business days.
 - h. Provide space for Contractor and Engineer review stamps.
 - i. Revise and resubmit, if required, and identify all changes made since previous submission.
 - j. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with provisions.
 - k. Submittals not requested will not be recognized or processed.
 - l. When submitting "or-equal" items that are not the products of named manufacturers, follow Article 7, Paragraph 7.04 of the General Conditions.
2. Submittal contents:
- a. Each submittal shall be limited to a single specification section or material topic. Where equipment packages, assemblies, and the like are interrelated, the submittals should be provided together facilitating review of the Contractor's purposed offering. When related portions of an equipment package or system are not provided, the submittals may be returned without review.
 - b. Provide submittal information defining specific equipment or materials utilized on the Project.
 - i. Generalized product information, not clearly defining specific equipment or materials to be provided, will be rejected.
 - c. Coordinate and identify Shop Drawing contents so that all items can be easily verified by the Engineer.
 - d. Identify equipment or material use, tag number, Drawing detail reference, weight, and other Project specific information. Indicate exact item or model and all options proposed.
 - e. Provide sufficient information together with technical cuts and technical data to allow an evaluation to be made to determine that the item submitted is in compliance with the Contract Documents.

- f. Identify variations/exceptions from Contract Documents and Product or system limitations which may be detrimental to successful performance of the completed work.
 - i. Use a separate page(s) at the beginning of each portion of the submittal package.
 - ii. If no variations are proposed, state such on a separate page at the beginning of the submittal package.
- g. When a Shop Drawing submittal is called for in any Specification Section, include as appropriate, scaled details, sizes, dimensions, performance characteristics, capacities, test data, anchoring details, installation instructions, storage and handling instructions, color charts, layout Drawings, rough-in diagrams, wiring diagrams, controls, weights and other pertinent data in addition to information specifically stipulated in the Specification Section.
 - i. Arrange data and performance information in format similar to that provided in Contract Documents.
 - ii. Provide, at minimum, the detail specified in the Contract Documents.

B. Samples:

- 1. Identification:
 - a. Identify sample as to transmittal number, manufacturer, item, use, type, project designation, tag number, standard Specification Section or Drawing detail reference, color, range, texture, finish and other pertinent data.
 - b. If identifying information cannot be marked directly on sample without defacing or adversely altering samples, provide a durable tag with identifying information securely attached to the sample.
- 2. Include application specific brochures, and installation instructions.
- 3. Provide Contractor's stamp of approval on samples or transmittal form as indication of Contractor's checking and verification of dimensions and coordination with interrelated work.
- 4. Resubmit samples of rejected items.

C. Operation and Maintenance Manuals:

- 1. Owner's use of manufacturer's Operation and Maintenance materials:

- a. Materials are provided for Owner's use, reproduction and distribution as training and reference materials within Owner's organization.
 - i. Applicable to hard copy or electronic media.
 - ii. Applicable to materials containing copyright notice as well as those with no copyright notice.
 - b. Notify manufacturer of this intended use of materials provided under the Contract.
2. Number each Operation and Maintenance Manual transmittal with the original root number of the associated Shop Drawing.
- a. Identify resubmittals with the original number plus a suffix letter starting with "A."
3. Submittal format:
- a. Interim submittals: Submit electronic copies (PDF format) until manual is approved.
 - b. Final submittals: Submit two (2) paper copies.
4. Paper copy submittals:
- a. Submit Operation and Maintenance Manuals printed on 8-1/2 x 11 IN size heavy first quality paper with standard three-hole punching and bound in appropriately sized three-ring (or post) vinyl view binders with clear overlays front, spine and back.
 - i. Provide binders with titles inserted under clear overlay on front and on spine of each binder.
 - As space allows, binder titles shall include, but not necessarily be limited to, Project Name, related Specification Number, Equipment Name(s) and Project Equipment Tag Numbers.
 - ii. Provide a Cover Page for each manual with the following information:
 - Manufacturer(s).
 - Date.
 - Project Owner and Project Name.
 - Specification Section.
 - Project Equipment Tag Numbers.
 - Model Numbers.
 - Engineer.
 - Contractor.

- iii. Provide a Table of Contents or Index for each manual.
 - iv. Use plastic-coated dividers to tab each section of each manual per the manual's Table of Contents/Index for easy reference.
 - v. Provide plastic sheet lifters prior to first page and following last page.
 - b. Reduce Drawings or diagrams bound in manuals to an 8-1/2 x 11 IN or 11 x 17 IN size.
 - i. Where reduction is not practical to ensure readability, fold larger Drawings separately and place in vinyl envelopes which are bound into the binder.
 - ii. Identify vinyl envelopes with Drawing numbers.
 - c. Mark each sheet to clearly identify specific products and component parts and data applicable to the installation for the Project.
 - i. Delete or cross out information that does not specifically apply to the Project.
- 5. Operation and Maintenance Manuals for Materials and Finishes:
 - a. Building Products, Applied Materials and Finishes:
 - i. Include product data, with catalog number, size, composition and color and texture designations.
 - ii. Provide information for re-ordering custom manufactured products.
 - b. Instructions for Care and Maintenance:
 - i. Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods and recommended schedule for cleaning and maintenance.
 - c. Moisture Protection and Weather Exposed Products:
 - i. Include product data listing, applicable reference standards, chemical composition, and details of installation.
 - ii. Provide recommendations for inspections, maintenance and repair.
 - d. Additional requirements as specified in individual product specifications.

6. Operation and Maintenance Manuals for Equipment and Systems:

a. Submission of Operation and Maintenance Manuals for equipment and systems is applicable but not necessarily limited to:

- i. Major equipment.
- ii. Equipment powered by electrical, pneumatic or hydraulic systems.
- iii. Specialized equipment and systems including instrumentation and control systems and system components for HVAC process system control.
- iv. Valves and water control gates.

b. Equipment and Systems Operation and Maintenance Manuals shall include, but not necessarily be limited to, the following completed forms and detailed information, as applicable:

i. Fully completed Equipment Records, shall be included under the first tab following the Table of Contents of each Operation and Maintenance Manual.

- Each section of the Equipment Record must be completed in detail.
 - Simply referencing the related manual for nameplate, maintenance, spare parts or lubricant information is not acceptable.
- For equipment items involving components or subunits, a fully completed Equipment Record Form is required for each operating component or subunit.
- Submittals that do not include the associated Equipment Record(s) will be rejected without further content review.
- Use manufacturer's Standard Equipment Record Forms:
 - Equipment Data and Spare Parts Summary.
 - Recommended Maintenance Summary.
 - Lubrication Summary.

- ii. Equipment function, normal operating characteristics, limiting operations.
- iii. Assembly, disassembly, installation, alignment, adjustment, and checking instructions.
- iv. Operating instructions for start-up, normal operation, control, shutdown, and emergency conditions.
- v. Lubrication and maintenance instructions.
- vi. Troubleshooting guide.
- vii. Parts lists:
 - Comprehensive parts and parts price lists.
 - A list of recommended spare parts.
 - List of spare parts provided as specified in the associated Specification Section.
- viii. Outline, cross-section, and assembly Drawings; engineering data; and electrical diagrams, including elementary diagrams, wiring diagrams, connection diagrams, word description of wiring diagrams and interconnection diagrams.
- ix. Test data and performance curves.
- x. As-constructed fabrication or layout Drawings and wiring diagrams.
- xi. Instrumentation or tag numbers assigned to the equipment by the Contract Documents are to be used to identify equipment and system components.
- xii. Additional information as specified in the associated equipment or system Specification Section.

1.5 TRANSMITTAL OF SUBMITTALS:

- A. Shop Drawings, Samples and Operation and Maintenance Manuals:
 - 1. Transmit all submittals to the Engineer electronically via Dropbox, a cloud-based file sharing service.
 - a. The Engineer will set up a Dropbox folder for the project. Contractor shall purchase and maintain his/her own Dropbox access for the duration of the project.
 - 2. All submittals must be from Contractor.
 - a. Submittals from subcontractors will not be accepted.

B. Miscellaneous Submittals:

1. Transmit under Contractor's standard letter of transmittal or letterhead.

2. Transmit to:

Enprotec / Hibbs & Todd, Inc.
402 Cedar St.
Abilene, Texas 79601
Attn: Sage Diller, P.E.

1.6 ENGINEER'S REVIEW ACTION:

A. Items within transmittals will be reviewed for overall design intent and will receive one of the following actions:

- 1. Resubmittal Not Required - Make Corrections Noted / See All Comments.
- 2. Correct and Resubmit - Make Corrections Noted / See All Comments.
- 3. Rejected - See All Comments.
- 4. Submittal Not Reviewed, Filed for Record.

B. Calculations required in individual Specification Sections will be received for information purposes only, as evidence calculations have been performed by individuals meeting specified qualifications, and will be returned marked "Submittal Not Reviewed, Filed for Record" to acknowledge receipt.

C. Samples may be retained for comparison purposes.

- 1. Remove samples when directed.
- 2. Include in bid all costs of furnishing and removing samples.

D. Approved samples submitted or constructed, constitute criteria for judging completed work.

- 1. Finished work or items not equal to samples will be rejected.

PART 2 PRODUCTS

Not used.

PART 3 PRODUCTS

Not used.

END OF SECTION

SECTION 01400

QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Quality Assurance--Control of Installation.
- B. Tolerances.
- C. References.
- D. Testing Laboratory Services.
- E. Manufacturers' Field Services and Reports.

1.2 QUALITY ASSURANCE--CONTROL OF INSTALLATION:

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce workmanship of specified quality.
- F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 TOLERANCES:

- A. Monitor tolerance control of installed Products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust Products to appropriate dimensions; position before securing Products in place.

1.4 REFERENCES:

- A. For Products or workmanship specified by association, trade, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents, except where a specific date is established by code.
- C. Obtain copies of standards where required by product Specification sections.
- D. The contractual relationship, duties, and responsibilities of the parties in Contract and of the Engineer, shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.5 TESTING LABORATORY SERVICES:

- A. Owner will appoint and employ services of an independent firm to perform inspecting and testing.
- B. The independent firm will perform inspections, tests, and other services specified in individual Specification sections and as required by the Engineer or the Owner.
- C. Inspecting, testing, and source quality control may occur on or off the project site. Perform off-site inspecting or testing as required by the Engineer or the Owner.
- D. Reports will be submitted by the independent firm to the Engineer and Contractor, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Engineer and independent firm 24 hours prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- F. Testing or inspecting does not relieve the Contractor of his responsibility to perform Work to contract requirements.
- G. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Engineer. Payment for retesting shall be the Contractor's responsibility.

1.6 MANUFACTURERS' FIELD SERVICES AND REPORTS:

- A. When specified, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions that are supplemental or contrary to manufacturers' written instructions.
- C. Submit report in duplicate within 30 days of observation to Engineer for information.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Temporary Utilities: Electricity, telephone service, water, and sanitary facilities.
- B. Temporary Controls: Barriers, protection of the work, and water control.
- C. Construction Facilities: Access roads, parking, progress cleaning, material storage areas, project signage, and temporary buildings.

1.2 TEMPORARY WATER SERVICE:

- A. Connect to existing water source for construction operations.
- B. Contractor will pay cost of water used. Exercise measures to conserve water.

1.3 TEMPORARY SANITARY FACILITIES:

- A. Provide and maintain required facilities and enclosures.

1.4 BARRIERS:

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.5 WATER CONTROL:

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect site from puddles or running water. Provide water barriers as required to protect site from soil erosion.

1.6 PROTECTION OF INSTALLED WORK:

- A. Protect installed work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

1.7 ACCESS ROADS:

- A. Construct and maintain temporary roads accessing public thoroughfares to serve construction area.
- B. Extend and relocate as work progress requires. Provide detours necessary for unimpeded traffic flow.
- C. Provide and maintain access to fire hydrants, free of obstructions.
- D. Provide means of removing mud from vehicle wheels before entering streets.

1.8 PARKING:

- A. Arrange for temporary surface parking areas to accommodate construction personnel.
- B. When site space is not adequate, provide additional off-site parking.

1.9 PROGRESS CLEANING AND WASTE REMOVAL:

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.

1.10 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS:

- A. Remove temporary utilities, equipment, facilities, and materials prior to final inspection.
- B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01563

TEMPORARY EROSION AND SEDIMENT CONTROL DURING CONSTRUCTION

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. The Contractor shall limit total ground disturbance for this project to be less than one acre. Temporary measures required to control erosion and sediment during construction. This includes preparation of an erosion and sediment control plan to limit sediment runoff and erosion during construction.
- B. Temporary hay bale dike.
- C. Stabilized construction entrance.
- D. Silt fence.
- E. Rock check dam.
- F. Diversion dike.

1.2 PAYMENT:

- A. Payment will be as stipulated in the Bid Form. If no individual line item is identified, include in appropriate Lump Sum bid item(s). Provide as a Schedule of Values project element in accordance with Section 01019.

1.3 REFERENCES:

- A. ASTM D751--Coated Fences.
- B. ASTM D3786--Hydraulic Bursting Strength of Knitted Goods and Non-woven Fabrics.
- C. ASTM A116--Zinc Coated (Galvanized) Steel Woven Wire Fence Fabric.
- D. ASTM D698--Test for Moisture Density Relations for Soils (Standard).
- E. Texas Department of Transportation (TxDOT) Specifications for Construction of Highways, Streets, and Bridges.
 - 1. Item 432--Rip Rap.

1.4 SUBMITTALS:

- A. Procedures for Submittals: Section 01300.
- B. Product Data:
 - 1. Silt fencing.
 - 2. Non-woven filter fabric.

1.5 MAINTENANCE:

- A. Maintain erosion control devices as necessary to prohibit sediment runoff and erosion. Any work required for modifications, revisions and maintenance shall be the responsibility of the Contractor and shall not be a basis for additional compensation.

PART 2 PRODUCTS

2.1 MATERIALS:

- A. Hay bales shall weigh a minimum of fifty (50) pounds and shall be at least thirty (30) inches in length. Bales shall be composed entirely of vegetable matter and be free of seeds. Binding shall be either wire or nylon string, jute or cotton binding is unacceptable. Bales shall be used for not more than two months before being replaced. However, if weather conditions cause biological degradation of the hay bales, they shall be replaced sooner than the two month time period to prevent a loss of structural integrity of the hay bale dike.
- B. Stone material shall consist of type "A" rip-rap conforming to TxDOT Standard Specification Item 432.4 and shall be placed as shown or in a layer of at least 12 inches thick.
- C. Geotextile Fabrics shall be a non-woven polypropylene fabric designed specifically for use as a soil filtration media. Fabric shall have an approximate weight of 6 oz/yd², and shall conform to the following:

<u>Designation</u>	<u>Topic</u>	<u>Value</u>
ASTM D4632	Grab Strength (lbs.)	200
ASTM D4632	Grab Elongation	15%
ASTM D4533	Trapezoidal Tear (lbs.)	50
ASTM D751	Burst (psi)	320
ASTM D751	Puncture (psi)	80

ASTM D4751 Equivalent Opening Size (EOS) (mm)-soil retention.

<u>For Soils in Which:</u>	<u>EOS:</u>
50% or less passes a #200 mesh sieve	Greater than a #30 sieve
More than 50% passes a #200 mesh sieve	Greater than a #50 sieve

ASTM D4491 Permeability (k):

<u>For Soils in Which:</u>	<u>EOS:</u>
Critical/Severe:	k (fabric) > 10k (soil)
Normal Applications:	k (fabric) > k (soil)

- D. Geotextile Silt Fence Fabric shall be a nylon reinforced polypropylene fabric having a reinforcing cord running the entire length to the top edge of the fabric. The fabric must meet or exceed the following criteria:

<u>Test Designation</u>	<u>Topic</u>	<u>Average Roll Minimum Value</u>
ASTM D4632	Grab Strength (lbs.)	90 lbs. @ 12"/minute
ASTM D4632	Grab Elongation	15% @ 12"/minute
ASTM D4751	Equivalent Opening Size (EOS)	U.S. sieve No. 20
ASTM D4491	Permittivity	> .01 sec. ⁻¹
ASTM D4355	U.V Resistance (500 hours exposure)	70%

- E. Fence Posts for Silt Fence shall be galvanized steel "T" posts of sufficient length to support the silt fence system.
- F. Woven Wire Support for Silt Fence: W1.4, 4" x 4", zinc coated (galvanized) steel woven wire fabric conforming to ASTM A116.

PART 3 EXECUTION

3.1 TEMPORARY HAY BALE DIKE:

- A. Install where shown or as needed for erosion control.
- B. Hay bales shall be embedded a minimum of four (4) inches and securely anchored using 3/8-inch diameter steel stakes or 2" x 2" wood stakes driven through the bales into the ground a minimum of six (6) inches. Hay bales are to be placed directly adjacent to one another leaving no gap between them.

3.2 STABILIZED CONSTRUCTION ENTRANCE:

- A. A temporary construction entrance shall be installed at any point where traffic will be entering or leaving the construction site to or from a public right-of-way, street, alley, sidewalk or parking area. The purpose of a stabilized construction entrance is to reduce or eliminate the tracking or flowing of sediment onto public rights-of-way. The entrance must be properly graded or incorporate a drainage swale to prevent runoff from leaving the construction site. The length of the entrance shall be as required, but not less than twenty (20) feet.
- B. The temporary construction entrance shall be maintained in a condition which will prevent tracking or flowing of sediment onto public rights-of-way. This may require periodic top dressing with additional stone as conditions demand and repair and/or clean-out of any measures used to trap sediment. All sediment spilled, dropped, washed or tracked onto public rights-of-way must be removed immediately by the Contractor.
- C. When necessary, wheels must be cleaned to remove sediment prior to entrance onto public right-of-way. When washing is required, it shall be done on an area stabilized with crushed stone (Type "A" rip-rap) which drains into an approved sediment trap or sediment basin. All sediment shall be prevented from entering any storm drain, ditch or watercourse using approved methods.

3.3 SILT FENCE:

- A. Silt Fence: shall consist of nylon reinforced polypropylene netting supported by woven wire mesh, W1.4 x W1.4 and galvanized steel posts set a minimum depth of 2 feet and spaced not more than 6 feet on center. A 6-inch wide trench is to be cut 6 inches deep at the toe of the fence on the uphill side to allow the fabric to be laid below the surface and backfilled with gravel. Fabric shall overlap at abutting ends a minimum of 3 feet, and shall be joined such that no leakage or bypass occurs. Remove accumulated sediment when the depth reaches 6 inches.

3.4 ROCK CHECK DAM:

- A. Rock Check Dams shall be constructed as needed to reduce velocity in channels. Geotextile fabric shall be placed beneath the rock and shall conform to these specifications. Rock shall consist of Type "A" rip-rap conforming to these specifications.

3.5 DIVERSION DIKE:

- A. Diversion dikes shall be installed prior to and maintained for the duration of construction and shall intercept no more than five (5) acres of runoff. Dikes shall have a minimum top width of 2 feet and a minimum height of compacted fill of 18" measured from the top of the existing ground at the up-slope toe to top of the dike and having side slopes of 3:1 or flatter. The channel which is formed by the dike must have a minimum slope of one (1) percent for the entire length to an outlet. When the slope exceeds three (3) percent, or velocities exceed one foot per second (regardless of slope), stone stabilization (Type "A" rip-rap) is required. Plant grass on dikes not requiring stone stabilization.

3.6 EROSION AND SEDIMENT CONTROL:

- A. The Contractor shall be responsible for implementing and maintaining, and updating the Erosion and Sediment Controls during construction.
- B. All Erosion and Sediment Controls (BMPs) shall remain in place until construction site reaches a minimum of 70% stabilization (uniform vegetative cover has been established on all unpaved areas and areas not covered by permanent structures, or equivalent stabilization measures). Contractor shall be fully responsible for BMP maintenance until construction is complete.
- C. Contractor is responsible for all fees (and fines) associated with erosion or sediment runoff for the Owner and the Contractor.

END OF SECTION

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Transportation and Handling.
- B. Storage and Protection.
- C. Product Options.
- D. Substitutions.

1.2 TRANSPORTATION AND HANDLING:

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- D. Pipe to be transported with exposed ends tarped to prevent accumulation of airborne contaminants during transport.

1.3 STORAGE AND PROTECTION:

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible.
- B. Store sensitive products in weather tight, climate controlled enclosures.
- C. For exterior storage of fabricated products, place on sloped supports, above ground.
- D. Provide off-site storage and protection when site does not permit on-site storage or protection.
- E. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation or potential degradation of product.
- F. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
- G. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

- H. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.4 PRODUCT OPTIONS:

- A. Products Specified by Reference Standards or by Description Only: Any product meeting those standards or description.
- B. Products Specified by naming one or more Manufacturers: Products of manufacturers named and meeting Specifications, no options or substitutions allowed.
- C. Products Specified by naming one or more Manufacturers with a Provision for Substitutions: Submit a request for substitution for any manufacturer not named in accordance with the following article. Where terms such as "or equal," "or equivalent" are used in this Contract, they shall be taken to mean "or approved equivalent." Proposed equivalents shall be offered as substitutions.

1.5 SUBSTITUTIONS:

- A. Engineer will consider requests for Substitutions only within 20 days after date established in Notice to proceed.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide the same warranty for the Substitution as for the specified product.
 - 3. Will coordinate installation and make changes to other work which may be required for the work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent as a result of the Substitution.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:

- 1. Submit copies of request for Substitution for consideration. Number of copies as specified in Sub-Section 01300-1.5. Limit each request to one proposed Substitution.
- 2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence. Burden of proof is on proposer.
- 3. The Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Closeout procedures.
- B. Final Cleaning.
- C. Adjusting.
- D. Project record documents.
- E. Operation and Maintenance Data.
- F. Warranty.
- G. Spare parts and maintenance materials.

1.2 CLOSEOUT PROCEDURES:

- A. Submit written certification that contract documents have been reviewed, work has been inspected, and that work is complete in accordance with contract documents and ready for Engineer's review.
- B. Provide submittals to Engineer that are required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract sum, previous payments, and sum remaining due.
- D. Submit executed Affidavit of Bills paid with final Application for payment. Affidavit shall state all bills for labor, materials, and incidentals incurred in the construction of the project have been paid in full, and that there are no claims pending of which the Contractor has been notified.

1.3 FINAL CLEANING:

- A. Execute final cleaning prior to final project assessment.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces.
- C. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- D. Clean filters of operating equipment.

- E. Clean debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from the site.

1.4 ADJUSTING:

- A. Adjust operating products and equipment to ensure smooth and unhindered operation.

1.5 PROJECT RECORD DOCUMENTS:

- A. Maintain on site, one set of the following record documents; record actual revisions to the work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and start-up of products and equipment.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Documents and shop drawings: Legibly mark each item to record actual construction including:
 - 1. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 2. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the work.
 - 3. Field changes of dimension and detail.
 - 4. Details not on original contract drawings.

- G. Remove Engineer title block and seal from all documents.
- H. Submit documents to Engineer with claim for final Application for Payment.

1.6 OPERATION AND MAINTENANCE DATA:

- A. Submit data bound in 8-1/2 x 11 inch text pages, three D side ring binders with durable plastic covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project, and subject matter of binder when multiple binders are required.
- C. Submit two sets of revised final volumes, within 10 days after final inspection.

1.7 WARRANTY:

- A. The Contractor shall guarantee the work performed under this contract against defective materials and workmanship for a period of one year from the date of Substantial Completion or acceptance of individual work elements. The Contractor shall arrange to have his performance bond remain in effect for a period of one year after this date to cover his guarantee as stipulated under this item and in the General Conditions.
- B. If defective materials and/or workmanship are discovered which require repairs made under this guarantee, all such repairs shall be done by the Contractor at his own expense within ten days after written notice of such defect. Should the Contractor fail to repair or correct such deficiency within ten days after notification, the Owner may make the necessary repairs and charge the Contractor with the applicable costs of all labor and materials required to correct the deficiency.

1.8 SPARE PARTS AND MAINTENANCE MATERIALS:

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification sections.
- B. Deliver to project site and place in location as directed; obtain receipt prior to final payment.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 02110

SITE CLEARING AND GRUBBING

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Preparation for Work.
- B. Protection of Existing Features.
- C. Clearing and Grubbing.
- D. Debris Removal.
- E. Erosion Control.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

3.1 GENERAL:

- A. Site clearing and grubbing shall consist of the removal and disposal of trees, stumps, brush, roots, vegetation, logs, rubbish and other objectionable matter from the construction area.

3.2 PREPARATION FOR WORK:

- A. Verify that existing plant life designated to remain, if any, is tagged or identified and protected.
- B. Verify and protect survey control.

3.3 PROTECTION OF EXISTING FEATURES:

- A. Locate, identify and protect the utilities to remain from damage.
- B. Protect trees, plant growth and features designated to remain.
- C. Protect benchmarks and survey control from damage or displacement.

3.4 CLEARING AND GRUBBING:

- A. The designated construction area shall be cleared of all trees, brush, shrubbery and plants, not indicated to be preserved. Trees and brush designated to be left in place shall be carefully trimmed as directed and shall be protected from scarring, barking, or other injuries during construction operations. Pruned limbs over two inches in diameter shall be treated by painting the exposed ends with an approved asphaltic material. Stumps,

roots and other objectionable materials sources are to be removed to the complete extent necessary to prevent objectionable matter from becoming mixed with the material to be used in construction.

- B. Unless otherwise provided, all merchantable timber removed as previously specified shall become the property of the Contractor. It is the intent of this Specification to provide for the removal and disposal of all obstructions and objectionable materials not designated to remain.
- C. Remove existing concrete and asphalt paving, curb, gutter, walks and other items shown, or described to be removed.
- D. Remove trees, shrubs and other plant life within the site shown, or described to be removed. Remove trees and shrub stumps and root system to a depth of 24 inches below existing grades. Remove grass and ground cover root system to a depth of 6 inches.

3.5 DEBRIS REMOVAL:

- A. Removed material shall become the property of the Contractor. Contractor shall remove debris, rock and extracted plant life from site and legally dispose.

3.6 EROSION CONTROL:

- A. Provide erosion control measures necessary to maintain site. Protect against both wind and rainfall erosion.
- B. Provide erosion control as specified in Section 01563.

END OF SECTION

SECTION 02226

EXCAVATION, BACKFILLING AND COMPACTING FOR PAVEMENT

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Excavating, Backfilling and Compacting flexible base for asphaltic concrete paving. New flexible base must meet the specification requirements.

1.2 REFERENCES:

- A. ASTM D698 - Moisture - Density Relations of soils (standard).
- B. ASTM D1557 - Moisture-Density Relations of soils (modified).
- C. ASTM D4318 - Test for liquid limit, plastic limit and plasticity index of soils.
- D. ASTM D3017 - Moisture content of Soil and Soil Aggregate In-Place by Nuclear Methods.
- E. ASTM D2992 - Density of Soil and Soil Aggregate In-Place by Nuclear Methods.
- F. TxDOT - Texas Department of Transportation Standard Specifications.

1.3 SUBMITTALS:

- A. Procedures for submittals: Reference Section 01300.

1.4 DEFINITION:

- A. Classification: Earthwork materials are classified in accordance with definitions in this article.
- B. Topsoil: Top 6 inches of natural surface soil possessing the characteristics of representative soils on the site that produce growths of grass or other vegetation. Topsoil includes roots and other vegetation.
- C. Natural Subgrade: Consists of that portion of the surface on which a compacted embankment or pavement is constructed, after removal of 6-inch topsoil layer.
- D. Compacted Fill: A subgrade under pavement consisting of fill placed and compacted between the top of the compacted natural subgrade and underside of pavement and including fill areas adjacent to paving within limits shown on typical cross sections.
- E. Borrow: Material taken from approved areas to makeup any deficit of excavated material.

- F. Finish grading: Operations required for smoothing disturbed areas that are not overlaid with pavement.
- G. Excavation: Excavation of every description and of whatever substance encountered within the grading limits of the project to the lines and grades indicated in the drawings.
- H. Compaction: Compaction of soil materials shall be measured as a percent of standard or modified proctor density at the specified moisture content as determined by ASTM D698 or ASTM D1557.

1.5 EXISTING UTILITIES:

- A. Where pipes, ducts and structures are encountered in the excavation but are not shown on the drawings, immediately notify the Engineer and Owner.
- B. Take extra precaution to avoid damage to existing manholes, lids, concrete collars, etc. Damages must be repaired at the Contractor’s expense.

PART 2 PRODUCTS

2.1 MATERIALS:

- A. Flexible Base: TxDOT Item 247, Type B - Crushed, Grade 2, or better.

PART 3 EXECUTION:

3.1 EXCAVATION:

- A. Objective: Excavate to lines, grades and elevations required for subsequent construction of pavement fill, flexible base, or pavement.
- B. Drainage: During excavation, maintain grades for complete drainage. When directed, install temporary drains or drainage ditches to intercept or divert water and prevent interference or delay or the work.
- C. Stockpiling: If at time of excavation it is not possible to place material in the proper section of permanent construction, stockpile the material in Owner or Engineer approved areas for later use.
- D. Stone or Rock: Stones or rock fragments larger than 2 inches in their greatest dimension will not be permitted in top 6 inches backfill.
- E. Dressing: Uniformly dress, cut and fill slope, cross section and alignment.
- F. Conformance with all SWPPP requirements is the Contractor’s responsibility and should be factored into the various bid items of the project.
- G. Roadway excavation shall be delivered and stockpiled at a City owned location within a 2.5 mile radius.
- H. Grade as necessary to match existing driveways, right-of-way, etc., to the satisfaction of the Engineer and Owner.

3.2 PLACING PAVEMENT FILL FOR GRADE ADJUSTMENTS:

- A. Attaining proper bond: If the compacted surface of a layer is too smooth to bond with succeeding layers, loosen the surface by harrowing or other approved method before continuing work.
- B. Flexible Base Course: Place and compact flexible base course under pavement sections, or for roadways where indicated. Compact to a density of 95 to 100 percent of the maximum dry density at ± 2 percent of optimum moisture content per ASTM D1557. The thickness of each layer before compaction shall not exceed 6 inches.
- C. Provide and compact base material behind curb and gutter to match existing driveways. Grade as necessary to match existing driveways, right-of-way, etc., to the satisfaction of the Engineer and Owner.

3.3 MOISTURE CONTROL:

- A. Intent: Developing the maximum density obtainable with the natural moisture of the material is preferred. However, the moisture content of the pavement fill and flexible base fill shall not vary from the optimum, as determined by ASTM D698 or ASTM 1557, by ranging between -2 and +4 percent of optimum. The moisture content of the natural subgrade under pavement sections, including grade adjustments with pavement fill, as determined by ASTM D698 shall range from optimum to +4 percent of optimum.
- B. Adjustment: If the moisture content is too high, adjust to within the specified limits by spreading the material and permitting it to dry. Assist the drying process by dicing or harrowing if necessary. When the material is too dry, sprinkle each layer with water. Work the moisture into the soil by harrowing or other approved method.

3.4 COMPACTION:

- A. Compact each layer of subgrade with suitable rollers (sheepsfoot rollers for clayey type soils) as necessary to obtain a dry density of 95% to 98% maximum dry density within the specified range of the moisture content, according to ASTM D698.
- B. Compact each layer of flex base as necessary to obtain a dry density of 95% to 100% maximum dry density within the specified range of the moisture content, according to ASTM D1557.

3.5 MATERIAL DISPOSAL:

- A. Excess excavated material (soil material free of trees, stumps, logs, brush, roots, rubbish and other objectionable matter which has been accepted). Remove excess excavated material from the construction site before pre-final inspection. Legally dispose of material at a licensed site or with written and notarized permission from the property Owner for a private disposal site. All costs associated with waste material removal and disposal shall be paid for by the Contractor.

- B. Waste material (soil material including trees, stumps, logs, brush, roots, rubbish and other objectionable matter which has been accepted). Remove waste material from the project site before pre-final inspection.

3.6 TESTING:

- A. Laboratory testing and inspection services: As specified in Section 01400 - Quality Control.

3.7 GRADE CONTROL:

- A. Construction staking will be provided one (1) time. Additional information or replacement of stakes will be the responsibility of the Contractor. Work closely with the Engineer's Representative in the field.

3.8 DRIVEWAYS AND SIDEWALKS:

- A. Contractor is responsible for matching existing driveways and sidewalks in a manner acceptable to the Owner and Engineer.
- B. Sawcut all driveways and sidewalks where the proposed work ties-in. Sawcutting shall be subsidiary to the pertinent bid items of the contract.
- C. When acceptable to the Owner, the cross slope may be adjusted to provide for proper matching of grade.
- D. If additional material is needed to tie-in a driveway or sidewalk, the material, labor and incidentals shall be considered subsidiary to the pertinent bid items of the contract.

END OF SECTION

SECTION 02231

AGGREGATE BASE COURSE

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Aggregate base material, consisting of crushed or uncrushed coarse and fine aggregate material, as necessary to meet the requirements herein and in conformity with lines, grades, compacted thickness and typical sections shown.

1.2 REFERENCES:

- A. TxDOT Item 247--Flexible Base.
- B. ASTM D698--Test Methods for Moisture-Density Relations of Soils (Standard).
- C. ASTM D1557 - Test Methods for Moisture-Density Relations of Soils (Modified)

1.3 SUBMITTALS:

- A. Refer to Section 01300 for submittal requirements.
- B. Samples: Aggregate samples of material as required by the testing laboratory.

1.4 DELIVERY, STORAGE AND HANDLING:

- A. Aggregate Base Course shall be hauled in tight trucks previously cleaned of all dirt and foreign material.
- B. Place aggregate base course the same day as delivered to the jobsite unless otherwise approved by the Engineer.

PART 2 PRODUCTS

2.1 MATERIALS:

- A. Aggregate Base Course shall meet the requirements TxDOT Item 247--Flexible Base, Type A Grade 2, with material larger than 3 inches removed.

PART 3 EXECUTION

3.1 EXAMINATION:

- A. Place material only after the subgrade has been properly constructed and inspected.

3.2 PREPARATION:

- A. Do not place fill or base on soft, muddy, or frozen surfaces.

3.3 AGGREGATE PLACEMENT:

- A. Place aggregate in maximum 8 inch layers and compact to 98% standard density \pm 2% of optimum moisture. For thicknesses over 8 inches, construct in multiple courses of equal thickness.
- B. Upon completion, the material shall be smooth and in conformity with the typical sections as shown.
- C. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

3.4 TOLERANCES:

- A. Correct any deviation in by loosening, adding or removing material, reshaping and recompacting at the Contractor's expense.

3.5 FIELD QUALITY CONTROL:

- A. If the aggregate base material should lose the required density or finish before foundation is complete, it shall be reworked, recompacted, refinished and retested at the Contractor's expense.

END OF SECTION

SECTION 02232

REHABILITATE EXISTING BASE

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. The rehabilitation of the existing base by scarifying, blading, sprinkling, adding base and rolling to obtain a smooth uniform texture and density.

1.2 REFERENCES:

- A. Tx DOT 247 – Flexible Base
- B. ASTM D698 – Test Methods for Moisture – Density Relating of Soils (Standard)
- C. ASTM D1557 - Test Methods for Moisture-Density Relations of Soils (Modified)

1.3 SUBMITTAL:

- A. Refer to Section 01300 for submittal requirement.

1.4 DELVIERY, STORAGE AND HANDLING:

- A. If additional Base material is required, it shall be hauled in tight trucks previously cleaned of all dirt and foreign material.
- B. If additional base material is required, place new material the same day as delivered to the job site unless otherwise approved by the Engineer.

PART 2 PRODUCTS

2.1 MATERIALS:

- A. New aggregate base course, if required, shall meet the requirements of Tx DOT Item 247 – Flexible Base, Type A, Grade 2 or better.

PART 3 EXECUTION

3.1 PREPARATION:

- A. The existing base surface shall be thoroughly cleaned of all debris, and other foreign materials.
- B. The existing base surface shall be examined, and proof rolled to determine if there are any areas that have been damaged or have otherwise lost stability and density. Any locations that are determined to be inadequate will be corrected by the Contractor and approved by the Engineer. Material and labor associated with making necessary correction will not be paid for directly but will be considered subsidiary.

- C. The depth of scarification shall be a minimum of 4". The amount of density required will be determined by taking a proctor test and determining the weight of the compacted material. Minimum density will be 98% ± 2% of optimum moisture determined by ASTM D698.

3.2 PURPOSE AND INTENT:

- A. The intent of this specification is to restore the finish and ride of the existing base material. The surface will be rehabilitated to the point that it is in condition to receive a layer of hot mix asphalt.

END OF SECTION

SECTION 02245

LIME SOIL STABILIZATION

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Requirements for pulverizing, adding lime, mixing and compacting the mixed material in conformity with lines, grades and typical cross sections shown.

1.2 REFERENCES:

- A. TxDOT Item 260—Lime Treatment for Materials Used as Subgrade.
- B. TxDOT DMS-6350—Lime and Lime Slurry.

1.3 SUBMITTALS:

- A. Refer to Section 01300 for submittal requirements.
- B. Submit mix design that will achieve specified requirements.
- C. Submit samples in air-tight containers to testing laboratory as directed by the Engineer.

1.4 QUALITY ASSURANCE:

- A. Perform Work in accordance with TxDOT Item 260-Lime Treatment for Materials Used as Subgrade (Road Mixed), except as noted.

1.5 SITE CONDITIONS:

- A. Lime shall not be placed when weather conditions, in the opinion of the Engineer, are unsuitable.

PART 2 PRODUCTS

2.1 MIX MATERIALS:

- A. Use existing on-site soils unless otherwise shown.
- B. Use hydrated lime meeting the requirements of TxDOT DMS-6350—Lime and Lime Slurry. Lime must be applied in liquid form. Dry-placing will not be allowed.
- C. The Engineer will determine the target lime content and optimum moisture content in accordance with Tex-121-E or prior experience with the project materials. When treating existing materials, limit the amount of asphalt concrete pavement to no more than 50% of the mix unless otherwise shown on the plans or directed.

2.2 ACCESSORIES:

- A. The completed stabilized section shall be moist cured or prevented from drying by the addition of an asphalt prime coat material at the rate of 0.05 to 0.20 gallons per square yard as determined by the Engineer. The type of asphalt shall be as approved by the Engineer.

2.3 EQUIPMENT:

- A. All equipment used shall be capable of excavating subsoil, mixing and placing materials, wetting, consolidation and compaction of material. All equipment shall be approved by the Engineer.

PART 3 EXECUTION

3.1 EXAMINATION:

- A. Do not place stabilized material over frozen or spongy subgrade surfaces.

3.2 PREPARATION:

- A. Coordinate stabilization activities with other construction activities.

3.3 EXCAVATION:

- A. Protect adjacent structures from damage by this work.
- B. Excavate subsoil to a depth sufficient to accommodate soil stabilization, construction operations and to construct the material to the thickness indicated.
- C. Before pulverizing or scarifying the subgrade, the Contractor shall proof roll the subgrade to identify soft areas. Soft areas shall be corrected as directed by the Engineer.
- D. Notify Engineer of unexpected subsurface conditions. Discontinue affected Work in area until notified to resume Work.
- E. Stockpile excavated material in area designated on site; remove excess material not being reused from site.

3.4 SOIL TREATMENT AND BACKFILLING:

- A. Blend treated subsoil mix to achieve mix formulation and required stabilization.
- B. Following initial mix, allow one to four days as directed by the Engineer. If quicklime is allowed by the Engineer, allow 2 to 4 days for mixture to mellow.
- C. After the mellowing period, the material shall be brought to optimum moisture, remixed and compacted.

- D. The stabilized material shall be compacted to the density shown.
- E. Shape to required lines, grade and cross section.
- F. Make grade changes gradual. Blend slope into level areas.
- G. At end of day, terminate completed Work by forming a straight and vertical construction joint.
- H. Replace damaged fill with new mix to full depth of original mix.

3.5 CURING:

- A. Immediately following compaction of mix, seal top surface to prevent drying.
- B. Do not permit traffic on the stabilized material until approval is given by the Engineer, which is normally 7 days.

3.6 FIELD QUALITY CONTROL:

- A. Field inspection and testing will be performed under provisions of Section 01400.
- B. If test indicate Work does not meet specified requirements, the Work shall be reworked, recompacted, refinished and retested at the Contractor's expense.

END OF SECTION

SECTION 02510

HOT MIX PAVING OVERLAY

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Surface course, consisting of compacted mixture of coarse and fine aggregates and asphaltic material, placed on existing and/or milled pavement in conformity with lines, grades, compacted thickness and typical cross sections shown. Contractor shall inspect the roadway surfaces to be overlaid and factor into the bid any necessary improvements deemed required for acceptable preparation. By submitting a bid, the Contractor accepts all existing conditions and warrants the work in accordance with the Contract Documents.

1.2 REFERENCES:

- A. TxDOT Item 300 - Asphalts, Oils and Emulsions.
- B. TxDOT Item 310 - Prime Coat (cutback asphaltic material only).
- C. TxDOT Item 340 - Dense graded Hot Mix Asphalt (method).

1.3 SUBMITTALS:

- A. Procedures for Submittals: Section 01300.
- B. Contractor shall certify the mixing plant will conform to the requirements of TxDOT.
- C. Certified weight tickets shall be submitted with each delivery of asphaltic concrete to the work site.
- D. Contractor shall submit design mixtures, including additive modifiers, for review and approval at least 30 days before any asphaltic pavement is placed. The design mixes shall be prepared by a certified independent testing laboratory employed and paid by the Contractor.

1.4 DELIVERY, STORAGE and HANDLING:

- A. Asphaltic concrete material shall be hauled in tight trucks previously cleaned of all dirt and foreign material with the load completely covered by canvas.
- B. All material shall be delivered so that material can be placed and rolled during daylight hours.

1.5 DELIVERY, STORAGE and HANDLING:

- A. Asphaltic concrete shall not be placed when the ambient temperature is below 60 degrees F and is falling.

- B. Asphaltic concrete may be mixed and placed when the ambient temperature is above 50 degrees F and rising.

PART 2 PRODUCTS

2.1 PRIME COAT:

- A. Asphaltic Materials: TxDOT Item 300, "Asphalts, Oils and Emulsions".
- B. Provide grade MC-30 or AE-P.

2.2 TACK COAT:

- A. Asphaltic Materials: TxDOT Item 300, "Asphalts, Oils and Emulsions".
- B. Provide grade CSS-1H. Do not dilute emulsions.

2.3 HOT MIX ASPHALTIC CONCRETE SURFACE COURSE:

- A. The asphaltic concrete surface course shall be plant mixed, hot laid Type D (Fine Graded Surface Course) meeting requirements in TxDOT Item 340 and specific criteria for the job mix formula.
- B. The mix shall be designed for stability of at least 35 as determined by test method Tex-227-F and shall be compacted to between 92 and 98 percent of the maximum theoretical density and determined under test method Tex-207-F.
- C. The asphalt cement content by percent of total mixture weight shall fall within a tolerance of ± 0.3 percent asphalt cement from the specific mix. In addition, the mix shall be designed so that 75 to 85 percent of the voids in the mineral aggregate (VMA) are filled with asphalt cement.

PART 3 EXECUTION

3.1 PRIME COAT:

- A. Apply with an approved sprayer. Prime coat shall be applied at a rate of 0.20 to 0.30 gallons per square yard as shown on contract drawings over compacted flexible base and shall be cured for 24 hours minimum. The actual rate of application to be determined in the field based on actual conditions.

3.2 MILLING:

- A. Where indicated in the drawings, mill the existing pavement to the depths specified. Take care to avoid damage to any surface utilities (valve caps, manhole lids, etc.) that are present within the roadway section.
- B. The milled asphaltic concrete material shall be delivered to the City's yard.

3.3 TACK COAT:

- A. Apply with approved sprayer. Thoroughly clean pavement surface and apply tack coat at a rate of 0.05 to 0.15 gallons per square yard of pavement contact surface. The actual rate of application to be determined in the field based on actual conditions.
- B. Tack coat shall be applied to all surfaces in contact with the proposed hot mix.
- C. Prior to paving, tack coat shall be “black and sticky” and should “stick to your boots” in order to create a sufficient bond with the proposed hot mix.

3.4 LAYING:

- A. Placement: Haul the asphaltic concrete mixture, which has been heated and prepared as specified, to the project in tight vehicles previously cleaned of foreign material. The mixture shall be at a temperature between 200 degrees Fahrenheit and 350 degrees Fahrenheit when laid. The Engineer will determine the lowest acceptable temperature; a variance of 30 F upward will be allowed. Spread the material into place with approved mechanical finishing machine of screening or tamping type. **Use a tire or track-mounted finish machine capable of maintaining uniform grade WITHIN SPECIFIED TOLERANCES while placing directly on the flexible base subgrade.**
- B. Surface Course Material: A surface course 2 inches or less in thickness may be spread in one lift. Spread all lifts in such a manner that when compacted, the finished course will be smooth, of uniform density and to section, line and grade shown.
- C. It is imperative that a crown be re-established on the project roadways to facilitate proper drainage of water off of the roadway sections and/or toward curb and gutter sections. Payment is to be made on a unit bid amount for the actual tonnage placed in the field. Contractor shall incorporate additional hotmix material where needed in order to establish a proper crown and constant cross slope to the edge of pavement.

3.5 LAYERING IN RESTRICTED AREAS:

- A. If use of a paver is impractical, asphalt surface courses may be spread and finished by hand. Use wood or steel forms, rigidly supported to assure correct grade and cross section. Carefully place materials to avoid segregation of the mix. Broadcasting the material will not be permitted. Any lumps that do not break down readily shall be removed. Place asphalt courses in the same sequence as if placed by machine.

3.6 ROLLING:

- A. Begin rolling while pavement is still hot and as soon as it will bear the roller without undue displacement or hair cracking. To prevent adhesion of surface mixture to the roller, keep wheels properly moistened with water. Excessive use of water will not be permitted.

- B. Compress the surface thoroughly and uniformly, first with power-driven, 3-wheel, or tandem rollers weighing 10 tons. Obtain subsequent compression by starting at the side and rolling longitudinally toward the center of the pavement, overlapping on successive trips by at least one-half width of rear wheels. Make alternate trips slightly different in length. Continue rolling until further compression cannot be contained and all rolling marks are eliminated.
- C. Use a tandem roller for the final rolling. Double coverage with an approved pneumatic roller on asphaltic concrete surface is acceptable after flat wheel and tandem rolling has been completed.

3.7 HAND TAMPING:

- A. Along walls, curbs, headers and similar structures and in all locations not accessible to rollers, compact the mixture thoroughly with a vibrating plate compactor.

3.8 DENSITY:

- A. Compact the hot mix course to the density shown. If, during the construction, the results of density tests show that the surface has a density less than specified, an additional rolling with a 3-wheel or pneumatic roller will be required. Such a rolling shall be done before the mix cools if it is to be successful.

3.9 SURFACE TESTS:

- A. The completed surface, when tested with a 16-foot straightedge laid parallel to the center line of the pavement, shall show no deviation in excess of 1/16 inch per foot from the nearest point of contact. The maximum ordinate measured from the face of the straightedge shall not exceed 1/4 inch at any point. Furnish approved templates for checking subgrade in finished sections. The strength and rigidity of templates shall be such that if a support is transferred to center, no deflection in excess of 1/8 inch will be observed.

3.10 CONSTRUCTION JOINTS:

- A. Place courses as nearly continuously as possible. Pass the roller over unprotected ends of the freshly laid mixture only when the mixture has become chilled. When work is resumed, cut back the laid material to produce a slightly beveled edge for the fill thickness of the course. Remove old material which has been cut away and lay the new mix against the fresh cut.
- B. When new asphaltic material is laid against existing or old asphalt, the existing or old asphalt shall be cut to provide a straight smooth joint. A tack coat is to be applied against this sawed joint face before applying new hot mix.

3.11 DEFECTIVE PAVEMENT:

- A. Recompact pavement sections not meeting specified densities or replace them with new asphaltic concrete material. Replace with new material sections of surface course pavement not meeting surface test requirements

or having an unacceptable surface texture. Patch asphaltic pavement sections in accordance with procedures established by the Asphalt Institute. Replace asphalt pavement sections which do not meet the specifications.

3.12 FIELD QUALITY CONTROL:

- A. Laboratory Testing and Inspection Services: As specified in 01400.

3.13 DEFICIENT SURFACE THICKNESS:

- A. Any area of asphalt surface found deficient in thickness by more than 0.25 inches shall be removed and replaced, at the Contractor's expense, with asphalt surface of the thickness shown. Care should be taken not to damage or remove the pavement below the asphalt surface. Should damage to the pavement below the asphalt surface occur, it shall be removed and replaced at the Contractor's expense.
- B. No additional payment will be made for any asphalt surface of a thickness exceeding 0.25 inches greater than that required by the contract documents.

END OF SECTION

SECTION 02512

PAVEMENT REPAIR

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. The repair of existing damaged pavement section (potholes) within the confines of an existing roadway pavement section including, but not limited to, asphalt (hot-mix, surface treatment, etc.), and brick.

1.2 REFERENCES:

- A. TxDOT Item 300—Asphalts, Oils, and Emulsions
- B. TxDOT Item 334—Hot Mix Cold-Laid Asphaltic Concrete Pavement

1.3 SUBMITTALS:

- A. Procedures for Submittals: Section 01300.
- B. Contractor shall certify the asphalt plant will conform to the requirements of the TxDOT.
- C. Contractor shall submit design mixtures for asphalt, including additive modifiers, for review and approval at least 30 days before any pavement is placed.

1.4 DELIVERY, STORAGE, AND HANDLING:

- A. Asphaltic Concrete Material shall be hauled in tight trucks previously cleaned of dirt and foreign material.
- B. All material shall be delivered and immediately placed or stockpiled. Care shall be taken when stockpiling to prevent contamination of materials.

1.5 ENVIRONMENTAL REQUIREMENTS:

- A. Asphaltic Concrete shall not be placed when the ambient temperature is below 60 degrees F and is falling.
- B. Asphaltic Concrete may be mixed and placed when the ambient temperature is above 50 degrees F and is rising.
- C. Paving materials shall not be placed on wet or frozen subgrade.

PART 2 PRODUCTS

2.1 TACK COAT:

- A. Asphaltic Materials: TxDOT Item 300, "Asphalts, Oils, and Emulsions".

B. Provide grade RC-250, or as approved by the Engineer.

2.2 HOT MIX, COLD-LAID ASPHALTIC CONCRETE SURFACE COURSE:

A. Shall meet the individual material and mixture material requirements as specified within TxDOT Item 334 for the type shown on the drawings.

PART 3 EXECUTION

3.1 EXTENT OF REPAIR:

A. Roadway/street shall be restored to its original elevation as depicted on the drawings.

B. The Contractor shall repair all pavement "potholes" and damaged areas, unless otherwise noted on the drawings.

3.2 FIELD QUALITY CONTROL:

A. If, in the judgment of the Engineer, the quality of materials used or the completed installation (including compacted density, surface thickness or surface texture) is questionable, the Engineer may conduct the appropriate tests to verify the quality of the installation. These tests will be at the expense of the Contractor. If the installation does not meet the criteria listed in this section, the material shall be removed and replaced at the expense of the Contractor such that the installation meets the criteria in this section.

3.3 BARRICADES:

A. The Contractor shall maintain lights and barricades around the work areas until the pavement is ready for traffic.

B. Control work so as to minimize disruption of normal traffic flow and prevention of access to normal traffic routes.

3.4 ASPHALTIC CONCRETE ROADWAYS:

A. Tack Coat:

1. Shall be applied to saw-cut edges, adjacent concrete or other appurtenances within the confines of the paved area. Apply at a rate of 0.15 gallons per square yard.

B. Laying:

1. Shall meet the requirements of TxDOT Item 334, or as approved by the Engineer.

C. Compacting:

1. Contractor shall use any equipment deemed necessary. All equipment shall be approved by the Engineer.

D. Density:

1. As specified within TxDOT Item 334.

E. Surface Tests:

1. The finished surface of the replacement asphalt shall be at the same elevation and grade as the original pavement, or as shown on the drawings.

F. Construction Joints:

1. Apply tack coat to old asphalt edge as previously described in this specification, prior to laying new material.

3.5 MEASUREMENT AND PAYMENT:

- A. Pavement repair will be paid for by the ton which shall be the total payment for finishing and replacing the pavement as per this section.

END OF SECTION

SECTION 02520

CONCRETE PAVEMENT, SIDEWALKS, CURB AND GUTTER AND APPROACHES

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Portland cement concrete pavements with monolithic curb, sidewalks, curb and gutter and approaches on a prepared subgrade or subbase course in conformity with lines, grades and typical cross sections shown.

1.2 REFERENCES:

- A. ACI 301—Specifications for Structural concrete.
- B. ASTM A615—Deformed and Plain Billet-Steel Bars.
- C. ASTM A616—Rail-Steel Deformed and Plain Bars.
- D. ASTM C260—Air-Entraining Admixtures for concrete.
- E. ASTM C494—Chemical Admixtures for concrete.
- F. TxDOT Item 360—Concrete Pavement.
- G. TxDOT Item 421—Hydraulic Cement Concrete.
- H. TxDOT DMS 6310—Joint Sealants and Fillers.
- I. TxDOT DMS 4650—Hydraulic Cement Concrete Curing Materials and Evaporation Retardants.

1.3 SUBMITTALS FOR REVIEW:

- A. Refer to Section 01300 for submittal requirements.
- B. Submit data on all joint materials and curing compounds to be incorporated into the project 30 days prior to use.
- C. Submit design mixtures, including additive modifiers, for review and approval at least 30 days before any concrete pavement is placed. The design mixes shall be prepared by a certified independent testing laboratory employed and paid by the Contractor.

1.4 SITE CONDITIONS:

- A. Do not place concrete when surface temperature is less than 40 degrees F or surface is wet or frozen.

PART 2 PRODUCTS

2.1 FORM MATERIALS:

- A. Forms for concrete Pavement shall comply with the requirements of TxDOT Item 360—Concrete Pavement.
- B. Forms for sidewalks, curb and gutter and concrete approaches shall be as approved by the Engineer.

2.2 REINFORCEMENT:

- A. Reinforcing Steel shall meet the requirements of ASTM A616, Grade 60 new Billet-steel bars.
- B. Dowels for expansion joints shall meet the requirements of ASTM A615, Grade 60.

2.3 CONCRETE MATERIALS:

- A. Use Class "P" concrete as specified in TxDOT Item 421—Hydraulic Cement Concrete.
- B. Mixing water shall be potable and not detrimental to the concrete.
- C. The concrete shall contain 3 to 5 percent entrained air and shall meet the requirements of ASTM C260.
- D. Do not use chemical mixtures such as water reducing, retarding and accelerating agents unless approved by the Engineer. The admixtures shall meet the requirements of ASTM C494.

2.4 ACCESSORIES:

- A. Curing material shall meet the requirements of DMS 4650—Hydraulic Cement Concrete Curing Materials and Evaporation Retardants.
- B. Joint fillers and backer rods shall meet the requirements of DMS 6310—Joint Sealants and Fillers.

2.5 CONCRETE MIX:

- A. The concrete mix shall meet the requirements of Class "P" Portland cement concrete as specified in TxDOT Item 421—Hydraulic Cement Concrete.
- B. The minimum concrete flexural strength shall be 680 psi at 28 days using third-point loading.
- C. Use accelerating admixtures in cold weather only when approved by the Engineer. Use of admixtures will not relax cold weather placement requirements.
- D. Use calcium chloride only when approved by Engineer.

- E. Use set retarding admixtures during hot weather only when approved by Engineer.

2.6 SOURCE QUALITY CONTROL AND TESTS:

- A. Refer to Section 01400 for requirements.
- B. Tests on cement and aggregate will be performed to ensure conformance with specified requirements.

PART 3 EXECUTION

3.1 EXAMINATION:

- A. Place concrete only on approved underlying material.
- B. Any underlying material determined to be unsatisfactory for any reason, shall be corrected at the Contractor's expense.

3.2 PREPARATION:

- A. Moisten underlying pavement layer to minimize absorption of water from fresh concrete.
- B. Coat surfaces of manholes, drop inlets, etc. with oil to prevent bond with concrete.
- C. Notify Engineer minimum 24 hours prior to commencement of concreting operations.

3.3 FORMING:

- A. Place and secure forms to correct location, dimension, profile and gradient.
- B. Assemble formwork to permit easy stripping and dismantling without damaging concrete.
- C. Place joint filler vertical in position, in straight lines. Secure to formwork during concrete placement.

3.4 REINFORCEMENT:

- A. The size and location of reinforcement shall be as shown on the plans.

3.5 CONCRETE PAVEMENT:

- A. Place concrete in accordance with TxDOT Item 360—Concrete Pavement unless noted within this specification.
- B. Place concrete using the slip form technique. Other methods may be used if approved by the Engineer.

- C. Ensure reinforcement, inserts, embedded parts, formed joints, etc. are not disturbed during concrete placement.
- D. Place concrete continuously over the full width of the panel and between predetermined construction joints. Do not break or interrupt successive pours such that cold joints occur.
- E. Concrete pavement panels shall have a maximum size of 25 feet by 25 feet. Typical joint layout shall be as shown.

3.6 SIDEWALKS:

- A. Sidewalks shall be constructed in sections of approximately 32 feet in length. One-half inch expansion joints with filler board shall be constructed at the beginning and end of each sidewalk section. Filler board shall be approved by the Engineer. Expansion joints shall not contain dowels unless shown. A three inch cushion of granular material shall be placed on the subgrade, unless otherwise shown.
- B. After the surface has been worked to a true plane, one inch deep control joints shall be made every five feet unless otherwise shown on the plans. Sidewalk thickness shall be as shown on the plans.

3.7 CURB AND GUTTER:

- A. Curb and gutter adjacent to asphalt pavement shall be constructed in sections of approximately thirty feet in length, unless otherwise shown on the plans. Expansion joints shall be placed at every thirty feet section and at the beginning and end of every curb return. Where walks or other concrete improvements join the curb, a one-half inch wide expansion joint shall be placed at the back of the curb. The expansion joint will consist of a one-half inch filler board without dowels. Filler board shall be approved by the Engineer.
- B. Control joints will be placed ten feet apart along the length of each section. Joints shall be cut through the curb and one and one-half inches below the surface of the curb and gutter.
- C. Concrete pavement with monolithic curb shall be constructed as shown.

3.8 CONCRETE APPROACHES:

- A. Concrete approaches shall be constructed as shown.

3.9 JOINTS:

- A. Place joints at a maximum spacing of 25 feet.
- B. For concrete pavement with monolithic curb, curb joints shall be of the same type and location as the adjacent concrete pavement.
- C. Joint sealant for concrete pavement shall meet the requirements of TxDOT Class 5 joint sealant as described in DMS 6310—Joint Sealants and Fillers.

3.10 FINISHING:

- A. Concrete surfaces shall receive a light broom finish.
- B. Place curing compound on exposed concrete surfaces immediately after finishing. Apply in accordance with manufacturer's instructions.

3.11 JOINT SEALING:

- A. Place sealant in accordance with manufacturer's recommendations.
- B. Joint reservoir dimensions shall be as shown.

3.12 TOLERANCES:

- A. Refer to Section 01400 for tolerance requirements.
- B. The maximum variation of surface flatness shall be 1/4 inch in 10 ft for straight-line grades.
- C. Horizontal tolerances shall be \pm 1/4 inch in forms.

3.13 FIELD QUALITY CONTROL:

- A. Field inspection and testing will be performed under the provisions of Section 01400.
- B. Testing firm will take beams and perform slump and air entrainment tests in accordance with ACI 301.
- C. One additional test beam will be taken during cold weather and cured on site under same conditions as concrete it represents.
- D. One slump test will be taken for each set of test beams taken.
- E. Maintain records of placed concrete items. Record date, location of pour, quantity, air temperature and test samples taken.

3.14 PROTECTION:

- A. Immediately after placement, protect pavement from premature drying, excessive hot or cold temperatures and mechanical injury.
- B. Do not permit vehicular traffic over pavement for at least 4 days minimum after finishing unless directed by the Engineer. This period may be extended if required by the Engineer.

END OF SECTION

SECTION 02611

MANHOLE GRADE ADJUSTMENT

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Furnishing of all work necessary to accomplish and complete the installation of Injection Molded Recycled High Density Polyethylene (HDPE) Manhole Adjustment Rings for vertical adjustment (raising or lowering) and sloping of manhole ring and cover to match grade of existing roadway.

1.2 REFERENCES:

- A. ASTM D-1248: Standard Specification for Polyethylene Plastic Molding and Extrusion Materials.
- B. AASHTO HS-25: AASHTO Highway Bridge Specification. Axial Loading to meet or exceed 21,280 pounds/wheel load.

1.3 SUBMITTALS FOR REVIEW:

- A. Section 01300 - Submittals: Procedures for Submittals.
- B. Product Data: Provide component construction, features, configuration, dimensions and manufacturer name and address.

PART 2 PRODUCTS

2.1 MATERIALS:

A. Manufacturers:

- 1. LADTECH, INC., Lino Lakes, Minnesota
- 2. or approved equal.

B. SCOPE:

- 1. The recycled HDPE manhole adjustment rings shall be a one-piece injection molded unit constructed of 100% recycled material in accordance with the performance requirements as defined in ASTM D-1248. Recycled HDPE.
- 2. Polyethylene Manhole Adjustment Rings shall be approved for use in Texas Department of Transportation for use in TxDOT right of way.
- 3. Recycled HDPE Polyethylene Manhole Adjustment Rings shall be manufactured by the injection molding process as defined by the Society of Plastics Engineers (SPE).

2.2 GENERAL DESCRIPTION:

A. Dimensions:

- 1. The Recycled HDPE Polyethylene Manhole Adjustment Rings shall be a circular one piece injection molded ring. reduced at the top to a circular manway not smaller than 30" inside diameter. Recycled HDPE Polyethylene Manhole Adjustment Rings shall be produced in 32" Inside Diameter Rings.

B. Configuration:

- 1. Recycled HDPE Polyethylene Manhole Adjustment Rings shall provide a bearing surface on which a standard manhole ring and cover casting may be supported and adjusted to grade. The complete adjustment system shall consist of the rings, bonded to the structure, casting, and one another by means of an approved butyl rubber sealant furnished by the ring manufacturer designed to prevent infiltration and/or exfiltration through the adjustment section between the manhole cone and the base of the ring and cover manhole casting.

C. For Fiberglass Manholes & Structures:

Inside Diameter 32"

Vertical heights	Part #
<u>Flat Adjustment Rings</u>	
1 ½ "	2330F150
2 ¼ "	2330F225
<u>Sloped Adjustment Rings</u>	
1 ½ " by 2 ¼ "	2330S225

- D. Sealant: Manufacturer supplied sealant shall be a non-hardening extruded butyl rubber base sealant supplied 3/8" square in rolls of 21'. 28 rolls per case. Service temperature range -15 to 200° F.
- E. Class: The manhole grade adjustment rings shall be manufactured in one class of load rating. This class shall be H-25 wheel load (minimum 21,280 pounds dynamic wheel load). Manufacturer on request shall provide documentation of testing by an Independent Testing Laboratory.

PART 3 EXECUTION

3.1 INSTALLATION METHODS:

- A. Clean debris from the brick ledge of the fiberglass cone section including rocks, gravel, blacktop etc. using a whisk broom or brush.
- B. Remove the male lip of the first HDPE ring utilizing a hand saw or hand tools so the first HDPE ring will sit flat on the brick ledge of the fiberglass cone section.

- C. Apply manufacturer supplied butyl mastic only sealant to the first HDPE ring. Place the sealant 360 degrees on the flat bearing side of the first ring that will sit on the cone section of the fiberglass manhole.
- D. Install a second application of sealant to that ring, between first sealant and the holes. This second application of the sealant helps the first ring to seal level.
- E. Again, place the sealant around the second ring on the flat side, as close to the male lip as possible, being careful to cover the entire 360 degrees of the ring.
- F. Install the second ring (male lip down), on top of the first ring. Compress the sealant by standing on the rings.
- G. Continue steps E & F using combined heights of flat and sloped HDPE rings as required for each manhole to obtain a height difference within ¼" of grade, after the casting is installed in step H.
- H. Prior to placing the casting, install an approved sealant to the top of the last ring so the sealant is between the casting and all 360 degrees of the flat portion of the top ring.
- I. All HDPE rings are installed male lip down.
- J. Install cast-in-place concrete surrounding HPDE grade adjustments rings as shown on the Drawings.
- K. Any variations to these steps must be approved by the Engineer.

END OF SECTION

SECTION 02911

TOPSOILING AND FINISHED GRADING

PART 1 GENERAL

1.1 SECTION INCLUDES:

A. Topsoiling and finished grading.

1.2 SUBMITTALS:

A. Shop Drawings:

1. See Section 01300 for requirements for the mechanics and administration of the submittal process.

2. Project Data: Test reports for furnished topsoil.

1.3 PROJECT CONDITIONS:

A. Location of Work: All areas within limits of grading designated on the Drawings and all areas outside limits of grading which are disturbed in the course of the work.

PART 2 PRODUCTS

2.1 MATERIALS:

A. Topsoil:

1. Original surface soil typical of the area.

2. Existing topsoil stockpiled under Section 02110 – Site Clearing and Grubbing.

3. Capable of supporting native plant growth.

2.2 TOLERANCE:

A. Finish Grading Tolerance: 0.1 FT plus/minus from required elevations.

PART 3 EXECUTION

3.1 PREPARATION:

A. Correct, adjust and/or repair rough graded areas.

1. Cut off mounds and ridges.

2. Fill gullies and depressions.

3. Perform other necessary repairs.

4. Bring all sub-grades to specified contours, even and properly compacted.
 - B. Loosen surface to depth of 2 inches, minimum.
 - C. Remove all stones and debris over 2 inches in any dimension.
- 3.2 ROUGH GRADE REVIEW:
- A. Reviewed by Engineer in Section 02110, Site Clearing & Grubbing.
- 3.3 PLACING TOPSOIL:
- A. Do not place when subgrade is wet or frozen enough to cause clodding.
 - B. Spread to compacted depth of 4 inches for all areas designated to receive hydro mulch seeding.
 - C. Provide finished surface free of stones, sticks, or other material 1 inch or more in any dimension.
 - D. Provide finished surface smooth and true to required grades.
 - E. Restore stockpile area to condition of rest of finished work.
- 3.4 ACCEPTANCE:
- A. Upon completion of topsoiling, obtain Engineer's acceptance of grade and surface.
 - B. Make test holes where directed to verify proper placement and thickness of topsoil.

END OF SECTION

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.1 SECTION INCLUDES:

- A. Cast-in-place concrete consisting of Portland cement, aggregate, water and admixtures.
- B. Mix design requirements.
- C. Formwork, reinforcement, joints and placing requirements.

1.2 REFERENCES:

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A. ASTM A615—Deformed and Plain Billet Steel Bars for Concrete Reinforcement.
- B. ASTM C31—Making and Curing Concrete Test Specimens in the Field.
- C. ASTM C33—Concrete Aggregates.
- D. ASTM C39—Compressive Strength of Cylindrical Concrete Specimens.
- E. ASTM C94—(1986; Rev. b) Ready-Mixed Concrete.
- F. ASTM C143—Slump of Portland Cement Concrete.
- G. ASTM C172—Sampling Freshly Mixed Concrete.
- H. ASTM C173—Air Content of Freshly Mixed Concrete by the Volumetric Method.

1.3 SUBMITTALS:

- A. Section 01300—Submittals: Procedures for submittals.
- B. Certificates: Mill certificates for bulk cement.
- C. Product Data: Manufacturer's data sheets for Engineer approved additives and bonding agents.
- D. Submit test data on proposed design mixes for each type of concrete to be used in the project to verify that the Specification requirements are met or exceeded.

1.4 QUALITY ASSURANCE:

- A. Project Controls: Provide necessary controls during evaluation of material, mix designs, production and delivery of concrete, placement, compaction, finishing and curing necessary to assure that work will be accomplished in such a manner to produce the work in accordance with contract documents.

1.5 DELIVERY, STORAGE AND HANDLING:

- A. Materials shall be delivered, stored and handled in a manner to prevent deterioration, contamination, or any other circumstances that would be harmful to cast-in-place concrete.

1.6 PROJECT CONDITIONS:

- A. Do not place concrete during rain, sleet, or snow unless protection is provided and approved by the Engineer.
- B. Coordinate concrete placement schedule with other related work.
- C. Notify Engineer at least 24 hours before placement.

PART 2 PRODUCTS

2.1 MATERIALS:

- A. Cement: ASTM C94, Type 1 Cement, unless approved by the Engineer. Only one brand of any one type of cement shall be used for exposed concrete surfaces of any individual structure.
- B. Fine Aggregate: Aggregate meeting the requirements of ASTM C33.
- C. Coarse Aggregate: Aggregate sizes No. 467 or No. 57 according to ASTM C33, or as approved by the Engineer.
- D. Water: Potable water free from detrimental chemicals and solids that will decrease the strength of the concrete.
- E. Embedded Items: Embedded items shall be of the size and type shown, or as needed for the application.
- F. Curing Materials: Curing materials shall be burlap, impervious sheets, or membrane-forming compounds.
- G. Dowels: Plain carbon steel bars, minimum yield point of 40,000 psi for use in slabs on grade.
- H. Expansion Joint Filler Strips: Pre-molded, non-extruding, resilient, bituminous or non bituminous type for use in concrete paving or construction, thickness as shown.

- I. Form materials: Wood, metal, or other Engineer approved materials that will produce the specified finishes without adversely affecting the concrete surfaces.
- J. Form Coating: Non-staining form oil or form-release agent that will not deleteriously affect concrete surfaces nor impair subsequent applications.
- K. Form Ties: Metal, factory-fabricated, removable snap-off type, that will not have holes less than ¼-inch nor more than 1-inch deep and not more than 1 inch in diameter.
- L. Joint Sealant: As shown or approved by Engineer for sealing joints in concrete against moisture infiltration.
- M. Reinforcement: Bar reinforcement shall be deformed, grade 60 conforming to ASTM A615. Mesh reinforcement shall be welded wire fabric with wires at right angles to each other.
- N. Bonding Agent: As approved by Engineer.
- O. Admixtures: Air-entraining, retarders and other admixtures as approved by Engineer.

2.2 MIX DESIGN:

- A. Concrete Class: Concrete mixes shall be proportioned to obtain the following characteristics:
 - 1. Class "A": Minimum compressive strength of 3000 psi in 28 days with a minimum of 5 bags of cement per cubic yard.
 - 2. Class "B": Minimum compressive strength of 2500 psi in 28 days with a minimum of 4 bags of cement per cubic yard.
- B. All concrete shall be Class "A", unless specified otherwise.
- C. Air Content: Total air content of exterior concrete shall be maintained at 5 to 7 percent by volume of concrete.
- D. Slump: Slump shall be 3 to 5 inches. If admixtures are used, slump shall be as approved by Engineer.

2.3 STORAGE:

- A. Materials shall be stored so as not to deteriorate or become contaminated.

PART 3 EXECUTION

3.1 FORMWORK:

- A. Formwork shall be made mortar tight, properly aligned and adequately supported to produce concrete conforming accurately to the indicated shapes, lines, dimensions and to surfaces free of offsets, waviness, or

bulges.

- B. Unless otherwise shown, exposed external corners shall be chamfered, beveled, or rounded by moldings placed in the forms. Chamfer shall be 1-inch nominal.
- C. Surfaces shall be thoroughly cleaned and coated before each use.
- D. Forms shall be removed at a time and in a manner that will not damage the concrete.

3.2 REINFORCEMENT:

- A. Reinforcement shall be fabricated to the shapes required.
- B. Reinforcement shall be interrupted 2 inches clear on each side of expansion joints.
- C. Reinforcement shall be continuous through contraction and construction joints.
- D. Supports fabricated of plastic, or other Engineer approved material, shall be used to support reinforcement during placing operations.
- E. Dowels and tie bars shall be installed at right angles to joints, accurately aligned parallel to the finished surface and rigidly held in place and supported during concrete placement.
- F. One end of dowel shall be oiled and greased.

3.3 INSTALLATION OF ANCHORAGE ITEMS:

- A. Installation of anchorage items shall be as shown or required to ensure sufficient anchorage for purpose intended.

3.4 JOINTS:

- A. Contraction Joints: Joints shall be installed as specified or shown.
- B. Expansion Joints: Joints shall be installed as specified or shown.
- C. Construction Joints: Construction joints shall be located as shown or approved by the Engineer.

3.5 PLACING:

- A. Surfaces to receive concrete shall be clean and free from frost, ice, mud and water.
- B. Concrete may be placed directly on impervious surfaces that are thoroughly moistened but not muddy.

- C. During cold weather, in-place concrete shall be protected from freezing weather, throughout the curing period.
- D. During hot weather, a retarder may be used if approved by the Engineer.
- E. Concrete to receive other construction shall be struck to the proper level leaving a textured surface to receive the additional construction.

3.6 CONSOLIDATION OF CONCRETE:

- A. Except for slabs 4 inches or less, each layer of concrete shall be consolidated with internal concrete vibrators supplemented by hand spading, rodding and tamping.
- B. Vibrating equipment shall be adequate to thoroughly consolidate the concrete.
- C. Concrete in slabs 4 inches and less shall be consolidated by compacting and screeding.

3.7 FINISHING CONCRETE:

A. Formed Surfaces:

- 1. Fins and loose material shall be removed.
- 2. Unsound concrete, voids over ½-inch in diameter, and tie-rod and bolt holes shall be cut back to solid concrete, reamed, brush-coated with cement grout and filled solid with a stiff Portland-cement-sand mortar mix.
- 3. Patchwork shall be finished with adjoining concrete surfaces and, where exposed, shall match adjoining surfaces in texture and color.

B. Unformed Surfaces:

- 1. Surfaces shall be finished to a true plane with no deviation exceeding 5/16 inch when tested with a 10-foot straightedge.
- 2. Surfaces shall be screened and floated to the required finish level with no coarse aggregate visible before finishing as specified below.

C. Monolithic Finish:

- 1. Monolithic finish shall be given to flatwork unless otherwise specified.
- 2. After the surface moisture has disappeared, floated surfaces shall be steel-troweled to a smooth, even, dense finish, free from blemish, including trowel marks.

3.8 CURING:

- A. Curing shall start as soon as free water has disappeared from concrete surfaces after placing and finishing.
- B. Curing materials shall be applied and maintained so as to protect the concrete from moisture loss for 7 days.
- C. Curing shall be accomplished by impervious sheet or membrane-forming curing compound.
- D. Concrete surfaces shall be thoroughly wetted before covering with impervious sheet materials.
- E. Membrane-forming curing compound shall be applied with mechanical spraying equipment at a coverage rate as recommended by manufacturer.
- F. Curing compound shall not be used on surfaces receiving applications depending on adhesion or bonding.

3.9 TESTING:

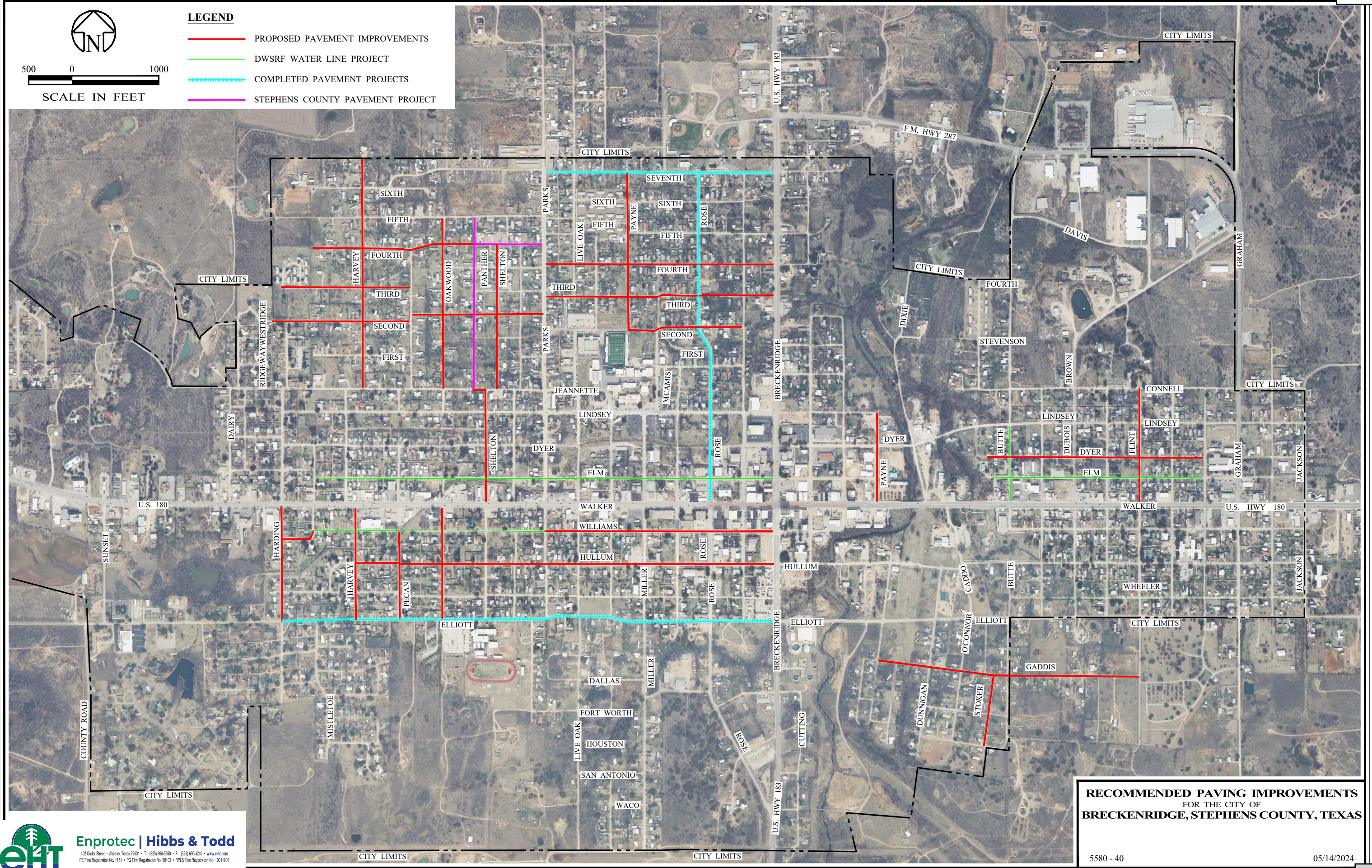
- A. The frequency and type of tests shall be determined by the Engineer.
- B. Aggregates: Aggregates shall be sampled and tested in accordance with ASTM C33.
- C. Sampling of concrete: Samples of concrete for air, slump, unit weight and strength tests shall be taken in accordance with ASTM C172.
- D. Air Content: Tests for air content shall be performed in accordance with ASTM C173.
- E. Slump: Slump tests shall be performed in accordance with ASTM C143.
- F. Cylinders: Cylinders shall be molded and cured according to ASTM C31 and tested in accordance with ASTM C39.

END OF SECTION



- LEGEND**
- PROPOSED PAVEMENT IMPROVEMENTS
 - DWSRF WATER LINE PROJECT
 - - - COMPLETED PAVEMENT PROJECTS
 - STEPHENS COUNTY PAVEMENT PROJECT

P:\Projects\Breckenridge, City of\5580 General Services Agreement\5580-40 Paving Improvements\10_CAD\8_MISC\5580-33 - PAVEMENT IMPROVEMENT EXHIBITS.dwg



**RECOMMENDED PAVING IMPROVEMENTS
FOR THE CITY OF
BRECKENRIDGE, STEPHENS COUNTY, TEXAS**

5580 - 40

05/14/2024

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City of Breckenridge

Street Improvement Plan

April 2023

BACKGROUND

The City of Breckenridge has 66 miles of city street to maintain. The average cost per mile to improve, without being engineered, is approximately \$1 million per mile. The challenge with the condition of our city streets has been exacerbated by aging water/wastewater infrastructure and lack of resources, both capital and human.

The city initiated a Strategic Planning effort which included staff, Mayor, City Commissioners, Community Leaders and the public. Street improvements were at the top of the list of items that desperately need attention.

The City Commission has taken several actions over the course of the last few months to plan and implement an aggressive street improvement plan for the City of Breckenridge.

This plan lays out a summary of upcoming street improvements in the City of Breckenridge.

SUMMARY OF STREET IMPROVEMENT ACTION ITEMS

1. **Pavement Evaluation Project:** Identifying variable factors including road condition, drainage, timing of water/wastewater infrastructure improvements (past and future planned improvements via TWDB low interest rate loans/loan forgiveness Series 2022 A/B). This will assist in developing priorities and ultimately a CIP list of short, mid, long-term street projects (*see DRAFT CIP listing below*).
2. **Onboarded a general street maintenance contractor to jump start street improvements.**
 - a. While Street Department has 5 FTE's, there are currently 2 vacant positions. Even with a full crew, the maintenance demands are beyond our in-house capacity to address.
 - b. We are identifying several intersection improvements, base failure repair projects and candidates for level up and asphalt overlay.
3. **CDBG City of Breckenridge submittal for Street improvements:** \$500K for selected project (Panther from Jeanette to 5th Street and 4th Street from Panther to Parks). This is a 2-yr. cycle grant; two opportunities to be selected.
4. **Partnering with Stephens County:**
 - a. Interlocal for streets – will select streets conducive to chip seal roads (those streets that have a rural section (no curb/bar ditches) vs. curbs, i.e., Chaparral subdivision, Ridge Road area, Northglen or Cactus Cove, etc.)
 - b. Interlocal for a CDBG – If County is awarded the \$500K grant they are planning on improving:
 - i. 3rd Street, north of the High School from Parks to Rose
 - ii. Hartford, by the Hospital, from Elliott to 180/Walker.
 - c. Partnership Agreement with Stephens County, BEDC and City to demolish homes declared substandard.
5. **Planning for debt issuance for General Fund FY 2023-2024 to fund street improvements** (*see below debt issuance details*)
6. **Development of a short, mid and long-term Capital Improvement Plan:** based on all aforementioned

SHORT TERM (1-2 YEARS)	MID-TERM (2 – 5 YEARS)	LONG-TERM (5- 10 YEARS)
Pavement Maintenance: North Rose Ave (pavement overlay)	CO's – S. Harvey (Walker to Elliott)	W 2 nd (Pecan to Westridge)
Intersections & Various locations – Pothole, base failure repair and Overlay	CO's – Hullum (Harvey to Breck Ave)	1 st (Rose to Miller)
If Funded – CDBG Grant N. Panther & W. 4th	CO's - W. Elm Street (Wilson to Rose)	McAmis (Walker to 1 st)
If Funded – CDBG Grant with County	CO's - E. Gaddis Street (Robert to Flint)	W. Williams (Wilson to Parks)
W. 7 th from Parks to Breck Ave	CO's - E. Elm Street (Butte to Jackson)	
Elliott (Harvey to Breck)	CO's – E. Dyer Street (Butte to Jackson)	
	CO's – Shelton (Jeannette to 4 th)	
	CO's - N. Butte to Walker to Dyer	
	CO's – E. Wheeler (Jackson to Butte)	
	CO's – N. Oakwood (Jeannette to 5 th)	
	CO's – N. Flint (Walker to Connell)	
	CO's – N. Payne (2 nd to 7 th)	
	CO's – N. Harvey (Jeanette to 6 th)	
	CO's – S. Pecan (Williams to Elliot)	
	CO's – S. Stoker (Gaddis to Power)	
	CO's – W. 3 rd (Pecan to Circle Heights)	
	CO's – S. Harding (Walker to Elliot)	
	CO's – W. 4 th (Breck Ave to Parks)	
	CO's – S. Harvey (Walker to Elliott)	

** Draft Listing is Subject to change based on various factors, i.e., pavement evaluation, timing of TWDB W/L improvements and market conditions affecting project pricing*

Upcoming Certificate of Obligation Debt Issuance

1. **Water/Wastewater Fund** - Conducted a Water/Wastewater Rate Study to identify needed improvements, associated financial impact and developed 5-yr rate increase schedule to accommodate operations, maintenance and current debt service payments associated with W/WW projects.
2. **Previous City Commission direction** - Structured debt service transfer from General Fund to W/WW and identified capacity to make additional debt service payment in FY 2022-2023 in the amount of \$1,469,000.
3. **Previous City Commission direction** - With existing W/WW debt moving to W/WW Fund in 2023-2024, debt capacity is freed up on the General Fund side to accommodate need improvements including streets, facilities, parks.
 - a. In alignment with outcome of Strategic Planning the following were identified as priorities:
 - i. *Invest in infrastructure* – Streets (draft projects identified above)
 - ii. *Invest in infrastructure* – Parks (replacement/upgrade of playground equipment)
 - iii. *Invest in Employees* – Facility (improvements in Public Works bottom/top shop)
4. These improvements are in alignment with the Strategic Planning goals identified over the last 6 months.
5. Staff have been working with our financial advisors and bond counsel to identify the timing of issuing the Certificates of Obligation. A Notice of Intent and further details on action items planned for the June meeting will be provided over the coming weeks. See attached draft information based on 20- year debt issuance and estimated available funding (the actual final funding amount would be dependent upon current market conditions at time of sale).
6. See attached Calendar for issuing Notice of Intent June 6, 2023. This ***will allow for Certified Values to be in hand prior to pricing***, which will help ensure we are able to target the desired amount of debt service and tax rate for FY 2023-2024.

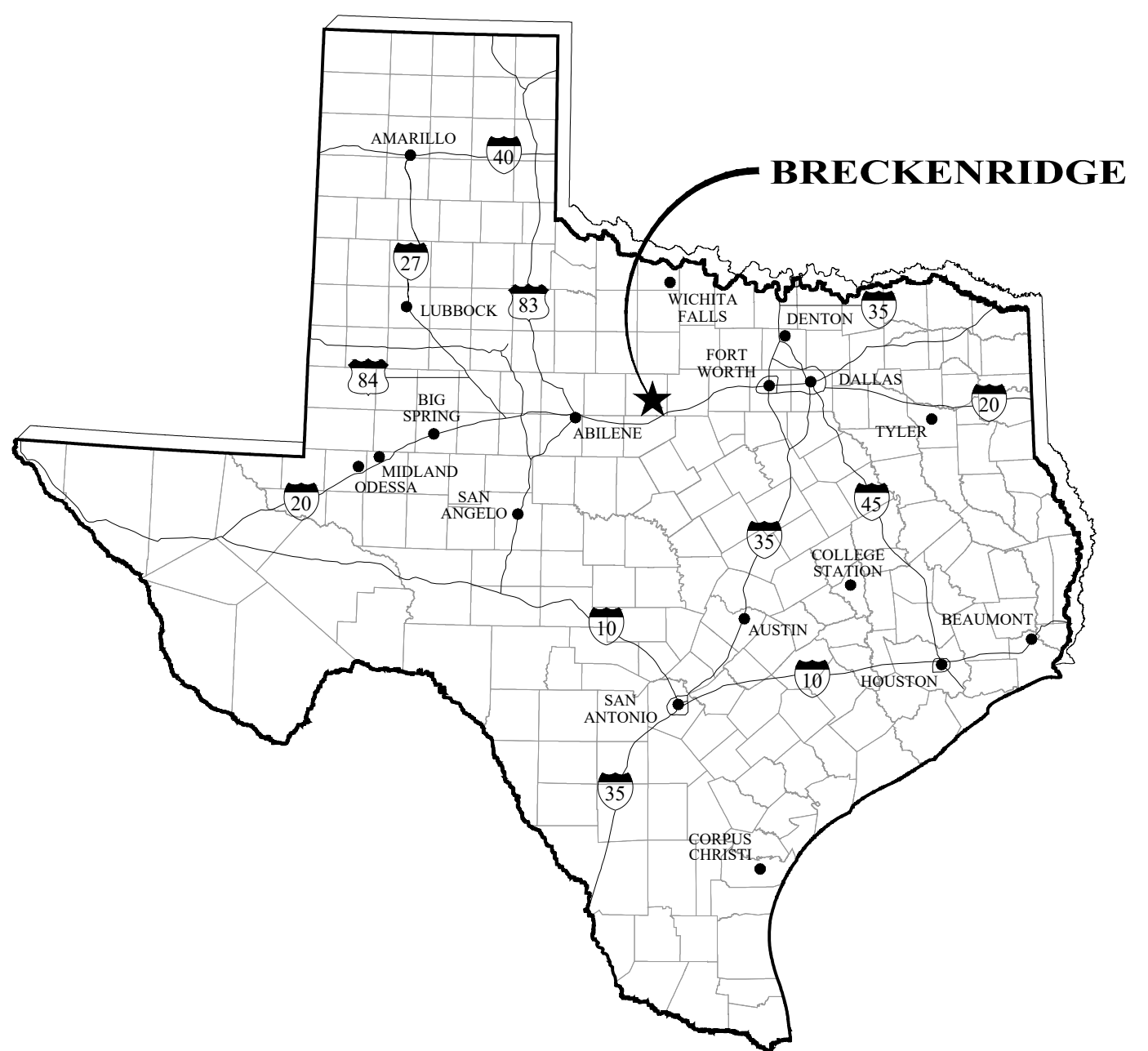
CONSTRUCTION PLANS FOR STREET PAVING IMPROVEMENTS BRECKENRIDGE, STEPHENS COUNTY, TEXAS

MAYOR
BOB SIMS

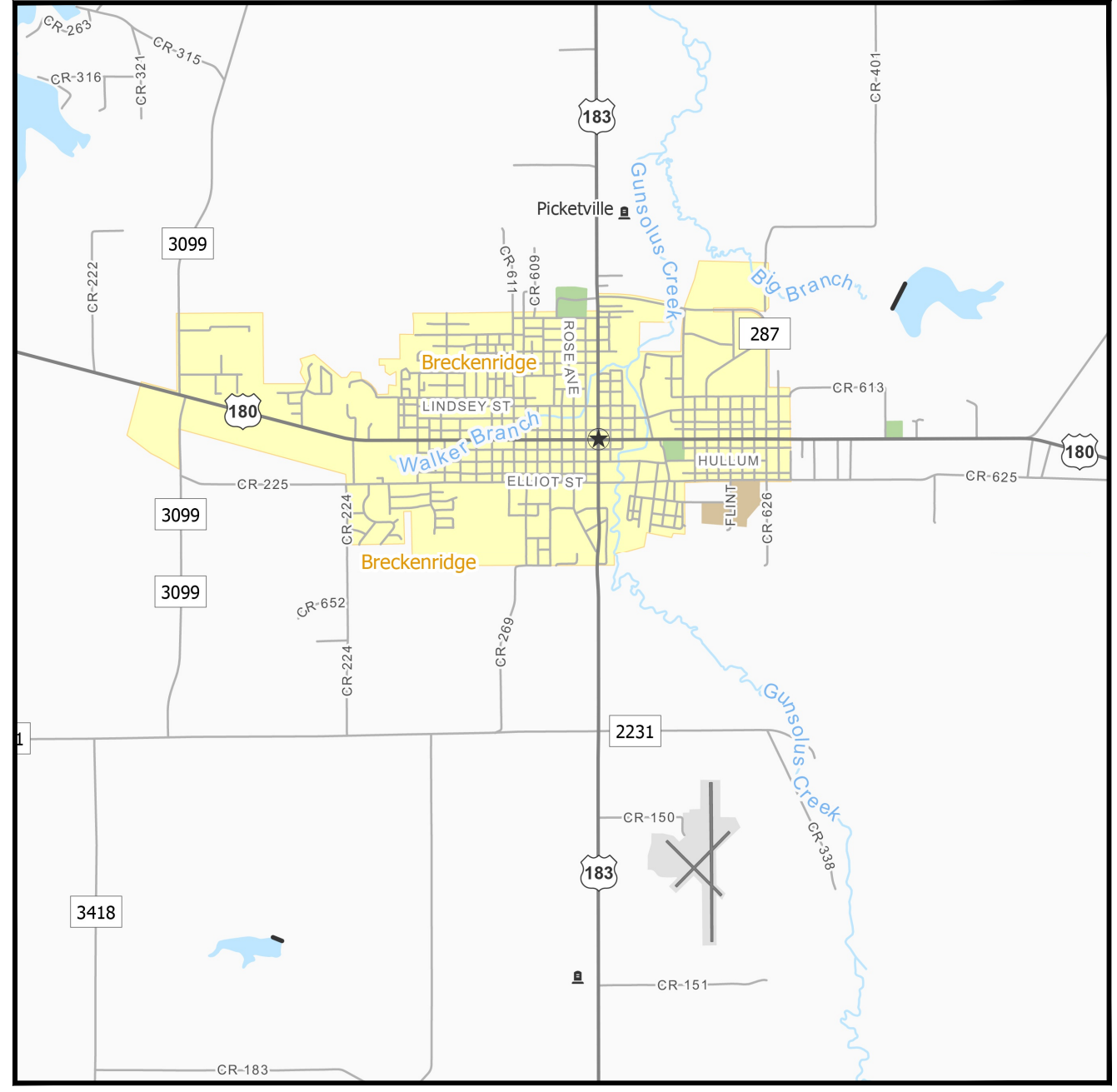
MAYOR PRO-TEM
GREG AKERS

COMMISSION MEMBERS
BLAKE HAMILTON
VINCE MOORE
GARY MERCER

CITY MANAGER
CYNTHIA NORTHROP



 **VICINITY MAP**
NO SCALE



 **LOCATION MAP**
SCALE: 1" = 5000'



Sage Diller, P.E.
SAGE DILLER, P.E.



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CONTRACT NO. 5580-40
SHEET NO. 1

A B C D E F G H I

GENERAL CONSTRUCTION NOTES

- 1. CONTRACTOR TO CONTACT ALL UTILITY COMPANIES IN THE AREA FOR FIELD VERIFICATION OF EXISTING FACILITIES. UTILITY COMPANY'S SHALL INCLUDE BUT NOT BE LIMITED TO THE FOLLOWING: BRECKENRIDGE, TXDOT - BROWWOOD, WCTMWD - ABILENE, AT&T, VERIZON WIRELESS, ATMOS ENERGY, TX. EXCAVATION SAFETY SYSTEM... THE FOLLOWING UTILITY COMPANY'S WILL BE PRESENT WHEN EXCAVATION OCCURS NEAR THEIR LINES. RIDGE OIL COMPANY (JESS WILLIAMS), FLITE HIGH PROFILE LINES... 2. ALL EXISTING UNDERGROUND UTILITIES ARE NOT GUARANTEED TO BE COMPLETE OR DEFINITE, BUT WERE OBTAINED FROM THE BEST INFORMATION AVAILABLE... 3. THE LOCATION OF TELEPHONE, GAS, FIBER OPTIC AND POWER COMPANY UTILITIES ARE SHOWN IN APPROXIMATE LOCATION ONLY... 4. CONTRACTOR SHALL "POTHOLE" ALL FIBER OPTIC AND GAS LINES AHEAD OF THE CONSTRUCTION CREWS TO LOCATED AND VERIFY EXISTING VERTICAL ELEVATIONS PRIOR TO START OF CONSTRUCTION... 5. ANY EXISTING UTILITY MAINS (WATER/SEWER) IN CONFLICT WITH PROPOSED CONSTRUCTION SHALL BE TEMPORARILY RELOCATED AS REQUIRED SO AS TO PROVIDE CONTINUOUS SERVICE BY THE UTILITY... 6. ANY PERMANENT RELOCATION OF AN EXISTING UTILITY NOT SHOWN ON THE DRAWINGS SHALL BE APPROVED BY THE OWNER PRIOR TO RELOCATION AND SHALL CONFORM TO THE APPLICABLE GOVERNING STANDARDS AND SPECIFICATIONS OF EL TANQUE WATER SUPPLY CORPORATION... 7. UTILITY SERVICE LINES ARE NOT SHOWN ON DRAWINGS. ANTICIPATE THAT SUCH SERVICE LINES EXIST AND REPAIR THEM IF DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER... 8. ALL DIMENSIONS SHOWN ARE APPROXIMATE AND ARE TO BE VERIFIED BY THE CONTRACTOR... 9. CONTRACTOR SHALL BE RESPONSIBLE FOR AND ADEQUATELY PROTECT PRIVATE PROPERTY, EXISTING STRUCTURES, UTILITIES, TREES, SHRUBS, AND OTHER ADJOINING FACILITIES, AND REPAIR OR REPLACE DUE TO DAMAGE CAUSED BY CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER... 10. RESTORE AND/OR REPLACE TO NEW CONDITION ANY FENCES DAMAGED DURING CONSTRUCTION... 11. IN AREAS WHERE EXISTING LANDSCAPING REQUIRES REMOVAL DUE TO WATER LINE IMPROVEMENTS, CONTACT RESIDENT AND OBTAIN DESIRED LOCATION TO RELOCATE... 12. CONTRACTOR SHALL COVER OPEN EXCAVATIONS WITH ANCHORED 1/2" STEEL PLATES DURING NON-WORKING HOURS... 13. USE APPROPRIATE COMPACTION EQUIPMENT FOR THE TYPE OF SOIL ENCOUNTERED... 14. IF GROUND WATER IS ENCOUNTERED THE CONTRACTOR SHALL USE WELL POINTS TO DEWATER THE AREA TO ALLOW UNDERGROUND CONSTRUCTION... 15. TEST MATERIALS TO BE USED FOR BACKFILL AND ADJUST MOISTURE CONTENT TO SPECIFIED LEVELS... 16. THE CONTRACTOR IS RESPONSIBLE FOR SCHEDULING CONSTRUCTION MATERIALS TESTING THROUGH THE DESIGNATED FIELD REPRESENTATIVE 24 HOURS PRIOR TO TESTING... 17. CONTRACTOR SHALL VERIFY THAT BENCH MARKS HAVE NOT BEEN DISTURBED...

LIMITS OF CONSTRUCTION

- 1. LIMIT OPERATIONS TO WITHIN THE CONFINES OF THE CONSTRUCTION WORK LIMITS SHOWN ON THE DRAWINGS. UNLESS OTHERWISE NOTED, THE FOLLOWING MORE SPECIFIC TERMS APPLY AND SHALL BE FOLLOWED: 2. LIMIT THE STORAGE OF EQUIPMENT, MATERIALS, STOCK PILES, ETC. TO ONE (1) CONSTRUCTION WEEK ALONG CONSTRUCTION ROUTE.

TRAFFIC NOTES (WHERE APPLICABLE)

- 1. CONTRACTOR MUST NOTIFY RESIDENTS OF CONSTRUCTION ONE WEEK PRIOR TO CONSTRUCTION START. COORDINATE CLOSURE OF BUSINESS AND DRIVEWAYS ALONG THE ALIGNMENT TWO WEEKS IN ADVANCE. CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING DRIVEWAYS. 2. A NOTICE PREPARED BY THE CONTRACTOR AND APPROVED BY THE OWNER SHALL BE HAND DELIVERED BY THE CONTRACTOR TO ALL RESIDENTS WITHIN THE VICINITY OF CONSTRUCTION NOTIFYING THEM OF THE PROPOSED CONSTRUCTION AND POSSIBLE DISRUPTIONS IN SERVICE TO WATER, SEWER, ROADS, ACCESS, ETC. NOTICE SHALL INCLUDE DATES AND NUMBERS TO CONTACT IN CASE OF ANY QUESTIONS. 3. MAINTAIN ACCESS TO ALL PROPERTIES AFFECTED BY CONSTRUCTION IN ONE OR MORE OF THE FOLLOWING METHODS: (1) ANCHORED 1/2" STEEL PLATES (2) BACK FILLING IMMEDIATELY AFTER CONSTRUCTION (3) PLACING CALICHE SURFACE FOR TEMPORARY DRIVEWAY PURPOSES... 4. CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TEXAS MUTCD, LATEST EDITION) DURING CONSTRUCTION. 5. WHEN APPLICABLE, CONTRACTOR WILL BE RESPONSIBLE FOR MAINTAINING CONTINUOUS SIGNAL OPERATION AT SIGNALIZED INTERSECTIONS... 6. WHEN APPLICABLE, THE CONTRACTOR SHALL REMOVE EXISTING PAVEMENT MARKINGS WHICH COULD CAUSE DRIVERS CONFUSION... 7. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN PEDESTRIAN SAFETY FENCES AND BARRICADES AT ALL TIMES AT EACH SITE WHERE PEDESTRIAN TRAFFIC IS EVIDENT. 8. CONSTRUCTION WARNING SIGNS AND END OF CONSTRUCTION SIGNS SHALL BE PLACED AT PROJECT LIMITS AND SHALL REMAIN IN PLACE THROUGHOUT THE DURATION OF THE CONSTRUCTION. 9. CONTRACTOR SHALL MAINTAIN TRAFFIC IN EACH DIRECTION BY MEANS OF FLAGMEN OR DETOUR DURING WORKING HOURS. 10. FLAGMEN ARE REQUIRED TO DIRECT TRAFFIC WHERE TRAFFIC LANES ARE BLOCKED... 11. CONTRACTOR SHALL CONDUCT HIS OPERATIONS IN A MANNER SUCH THAT TRUCKS AND OTHER VEHICLES DO NOT CREATE A DIRT/DUST NUISANCE OR SAFETY HAZARD... 12. CONTRACTOR SHALL NOTIFY TXDOT PRIOR TO BEGINNING WORK ALONG ALL TXDOT RIGHT-OF-WAYS.

DRAINAGE STRUCTURES (WHERE APPLICABLE)

- 1. ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND ANY DRAINAGE DITCH OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO THE SATISFACTION OF THE OWNER.

GENERAL PAVING NOTES

- 1. ACCESS TO ALL BUSINESSES AND RESIDENCES SHALL BE PROVIDED AT ALL TIMES. COST ASSOCIATED WITH THE CONSTRUCTION AND MAINTENANCE OF THIS ACCESS WILL NOT BE PAID FOR DIRECTLY BUT WILL BE SUBSIDIARY TO OTHER BID ITEMS... 2. THE CONTRACTOR SHALL APPOINT, IN WRITING, A SUPERINTENDENT FOR THIS PROJECT... 3. UTILITIES - IF IT BECOMES NECESSARY TO MAKE UTILITY ADJUSTMENTS DURING THE PROJECT... 4. JOINT SEALANTS AND FILLERS (EXPANSION JOINTS): AN EXPANSION JOINT (3/4") SHALL BE PROVIDED WHERE NEW CONCRETE MEETS OLD CONCRETE... 5. BARRICADES, SIGNS, AND TRAFFIC HANDLING: THIS PROJECT REQUIRES THE CONTRACTOR TO INSTALL CONSTRUCTION BARRICADES, SIGNS, AND TRAFFIC HANDLING ON THIS PROJECT... 6. BROKEN CONCRETE AND DEBRIS WILL BE REMOVED FROM THE JOB SITE TO A LOCATION DETERMINED BY THE CONTRACTOR... 7. THE CONTRACTOR'S EMPLOYEES WILL SEEK PARKING LOCATIONS AWAY FROM THIS PROJECT. 8. THE ENGINEER RESERVES THE RIGHT TO ALTER THE DESIGN TO BETTER FIT FIELD CONDITIONS... 9. HOT MIX ASPHALTIC CONCRETE CAN ONLY BE LAID IF THE TEMPERATURE IS 50 DEGREES AND RISING... 10. CONTRACTOR SHALL AIM TO MAINTAIN A CONSTANT WIDTH BETWEEN CROSS-ROADS, UNLESS OTHERWISE SPECIFIED ON CONSTRUCTION DRAWINGS.

ELECTRICAL NOTES (WHERE APPLICABLE)

- 1. WARNING: OVERHEAD LINES MAY EXIST ON THE PROPERTY. SINCE THEY ARE CLEARLY VISIBLE THEY HAVE NOT BEEN MARKED ON THE PLANS... 2. HAND DIG WITHIN ONE (1) FOOT OF UNDERGROUND CONDUIT OR CABLE.

GAS NOTES (WHERE APPLICABLE)

- 1. CAUTION: UNDERGROUND GAS FACILITIES: LOCATION OF GAS LINES (TO INCLUDE UNIT GAS TRANSMISSION, AND/OR INDUSTRIAL GAS SUPPLY CORPORATION WHERE APPLICABLE) ARE SHOWN IN AN APPROXIMATE LOCATION ONLY... 2. HAND DIG WITHIN ONE (1) FOOT OF UNDERGROUND CONDUIT CABLE SYSTEMS OR MANHOLES. 3. TAKE EXTRA PRECAUTION WHEN EXCAVATING NEAR TELEPHONE POLES TO PREVENT LOSS OF SOIL SUPPORT FOR POLE STRUCTURE. 4. COORDINATE ANY CONFLICT WITH TELEPHONE COMPANY REPRESENTATIVES AND PROVIDE NECESSARY SUPPORT FOR TELEPHONE CABLE AS INSTRUCTED BY TELEPHONE COMPANY.

TELEPHONE (WHERE APPLICABLE)

- 1. THE LOCATIONS OF TELEPHONE CO. UTILITIES ARE SHOWN IN AN APPROXIMATE LOCATION ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BEFORE COMMENCING WORK... 2. HAND DIG WITHIN ONE (1) FOOT OF UNDERGROUND CONDUIT CABLE SYSTEMS OR MANHOLES. 3. TAKE EXTRA PRECAUTION WHEN EXCAVATING NEAR TELEPHONE POLES TO PREVENT LOSS OF SOIL SUPPORT FOR POLE STRUCTURE. 4. COORDINATE ANY CONFLICT WITH TELEPHONE COMPANY REPRESENTATIVES AND PROVIDE NECESSARY SUPPORT FOR TELEPHONE CABLE AS INSTRUCTED BY TELEPHONE COMPANY.

Table with 3 columns: NO., REVISION, DATE. Row 0: ISSUED FOR BID, 08/13/2024.

08/13/2024



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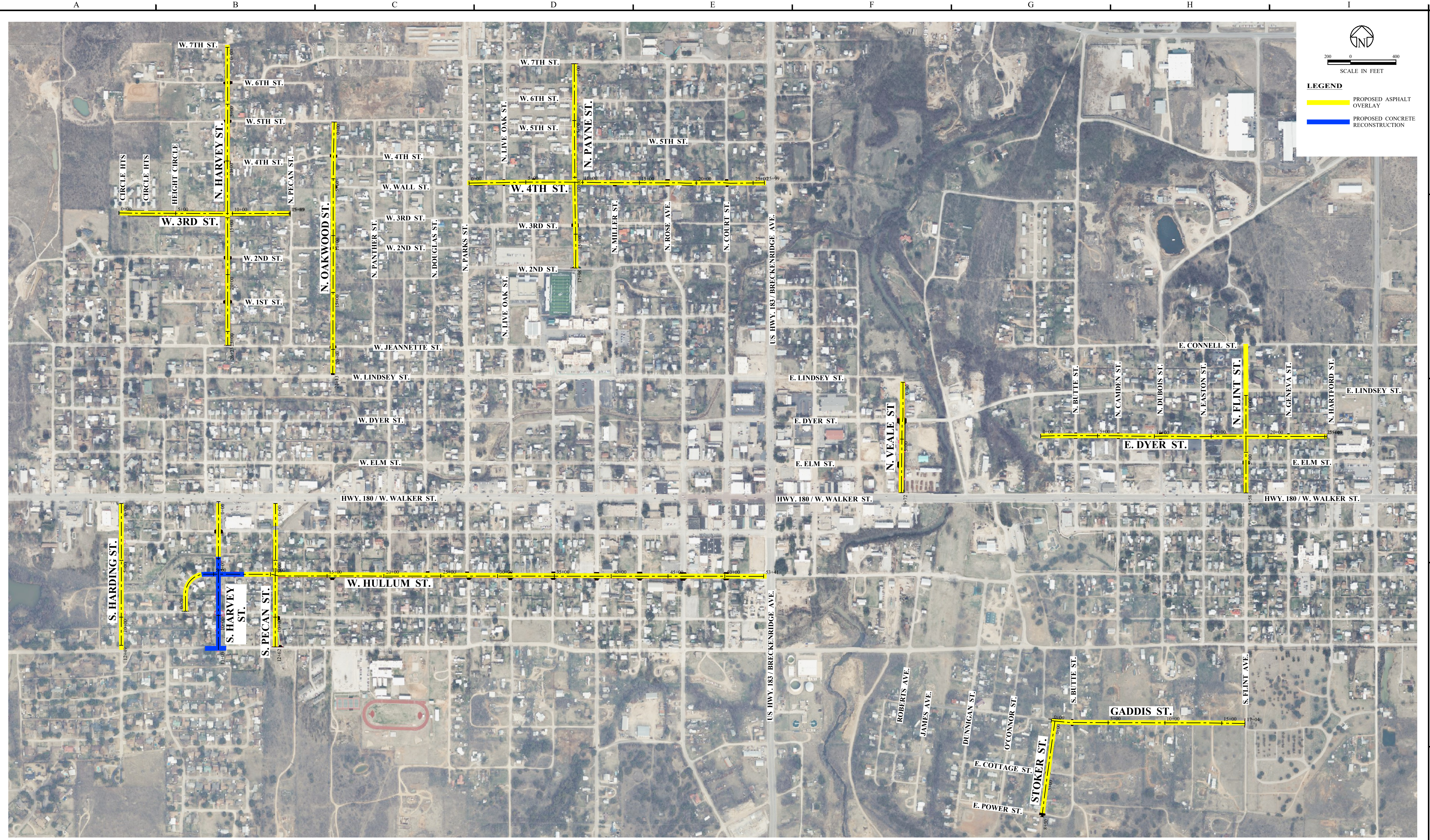
DESIGNED BY C. NORRIS
DRAWN BY D. BORCIK
CHECKED BY S. DILLER

SCALE NO SCALE
DATE 08/13/2024

STREET PAVING IMPROVEMENTS
BRECKENRIDGE, TEXAS
GENERAL NOTES

PROJECT NO.: 5580 - 40
SHEET No. 2

A B C D E F G H I



Prepared for the City of Breckenridge, Texas, by Enprotec | Hibbs & Todd, Inc. (EHT) under contract with the City of Breckenridge, Texas. EHT is not responsible for any errors or omissions on this drawing.

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Signatures



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DRAWN BY
D. BORCIK

CHECKED BY
S. DILLER

SCALE
1" = 400'

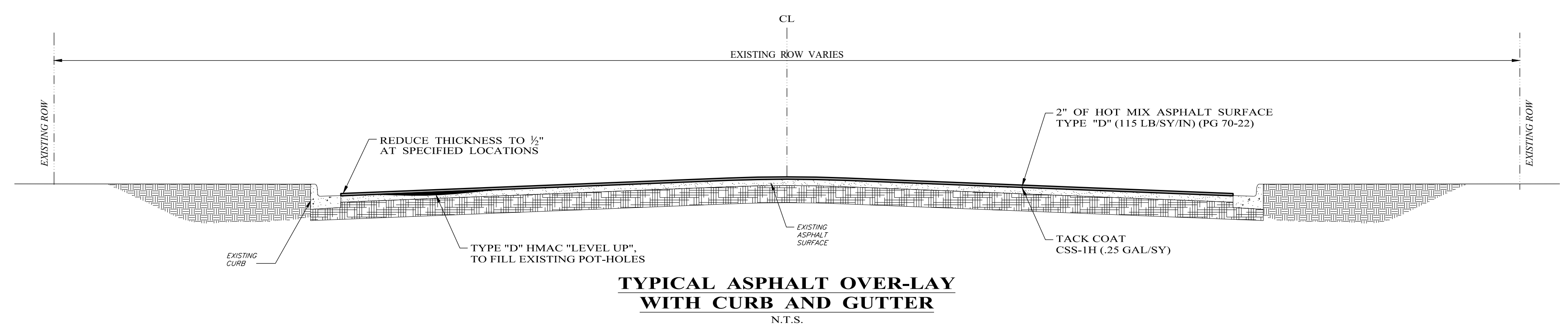
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 BRECKENRIDGE, TEXAS**

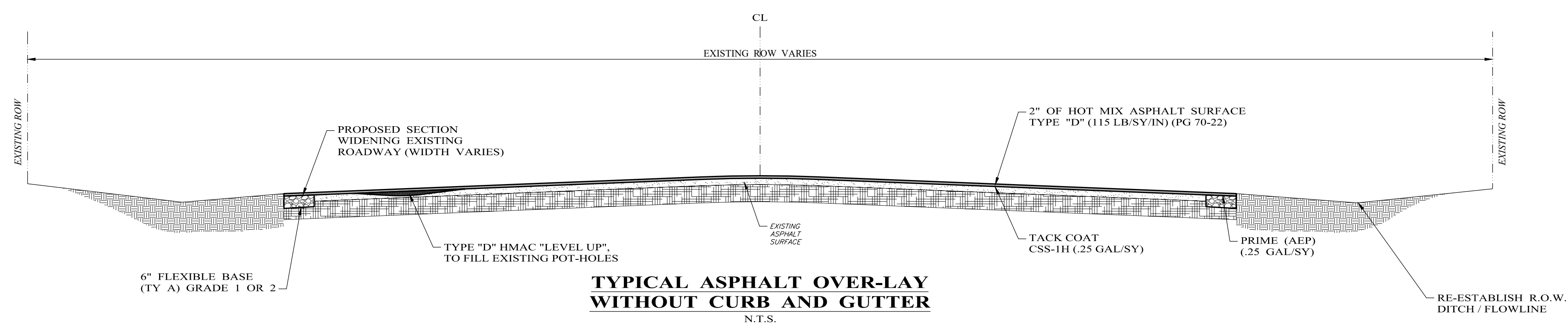
OVERALL PROJECT LAYOUT

PROJECT NO.:
5580 - 40

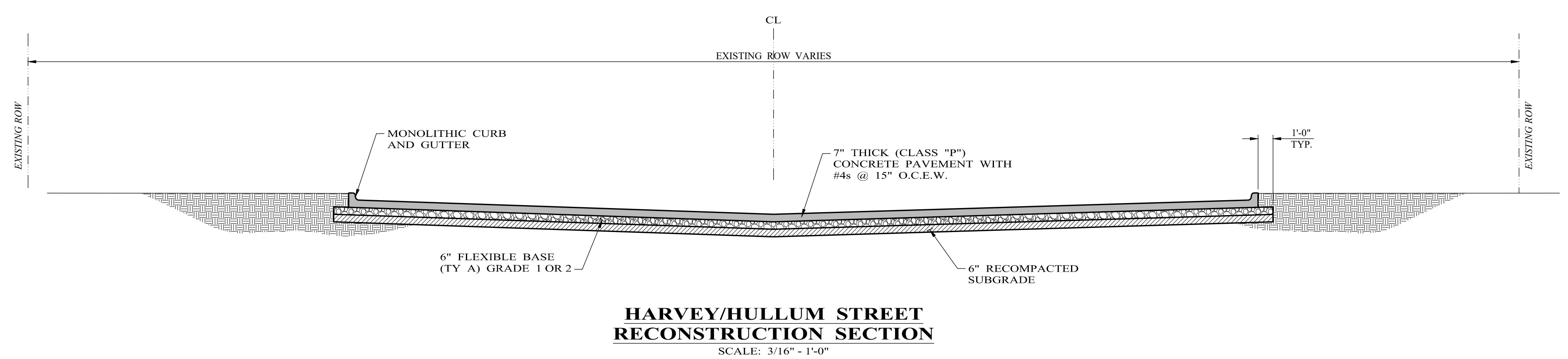
SHEET No.
3



TYPICAL ASPHALT OVER-LAY WITH CURB AND GUTTER
N.T.S.



TYPICAL ASPHALT OVER-LAY WITHOUT CURB AND GUTTER
N.T.S.



HARVEY/HULLUM STREET RECONSTRUCTION SECTION
SCALE: 3/16" = 1'-0"

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Sage Diller, P.E.



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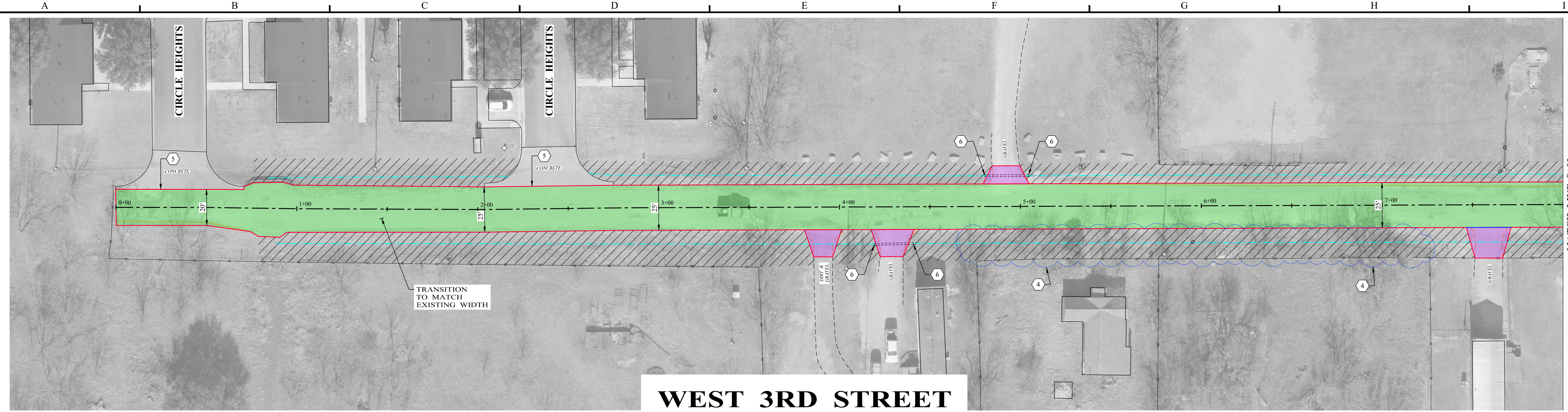
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**STREET PAVING IMPROVEMENTS
BRECKENRIDGE, TEXAS**

**TYPICAL PROPOSED ROADWAY
SECTIONS**

PROJECT NO.:
5580 - 40

SHEET No.
4



WEST 3RD STREET



WEST 3RD STREET

LEGEND - EXISTING

- ⊙ POWER POLE
- Ⓜ MAIL BOX
- Ⓢ SANITARY SEWER MANHOLE
- Ⓜ WATER METER
- Ⓢ FIRE HYDRANT
- Ⓢ SIGNAGE
- FENCE
- ⋯ PIPE CULVERT

LEGEND - PROPOSED

- EXISTING EDGE OF PAVEMENT
- ▭ INSTALL CONCRETE PAVEMENT AS PER DETAIL
- ▭ INSTALL 1-1/2" ASPHALT OVERLAY AS PER DETAIL
- ▭ EXISTING PAVEMENT TO BE REMOVED AND REPLACED TO PROVIDE SMOOTH TRANSITION FROM EXISTING ASPHALT
- ▭ INSTALL GRAVEL PAVEMENT AS NEEDED TO PROVIDE SMOOTH TRANSITION BETWEEN ST. AND DRIVEWAYS
- ▭ RE-ESTABLISH EXISTING DITCH TO DRAIN

NOTES INDICATED BY NUMBER IN (#):

1. INSTALL MONOLITHIC CURB AS PER DETAIL.
2. INSTALL CURB AND GUTTER SECTION TO MATCH EXISTING.
3. INSTALL CONCRETE COLLAR AS PER DETAIL.
4. AREA OF BRUSH/TREES (WITHIN RIGHT-OF-WAY) TO BE REMOVED AND LEGALLY DISPOSED.
5. REDUCE OVERLAY THICKNESS TO 1/2" IN ORDER TO CREATE A SMOOTH TRANSITION INTO THE DRIVEWAY.
6. MATCH EXISTING CULVERT FLOWLINE.
7. INSTALL LAYDOWN CURB AS PER DETAIL.

NO.	REVISION	DATE
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08/13/2024
Sage Diller, P.E.



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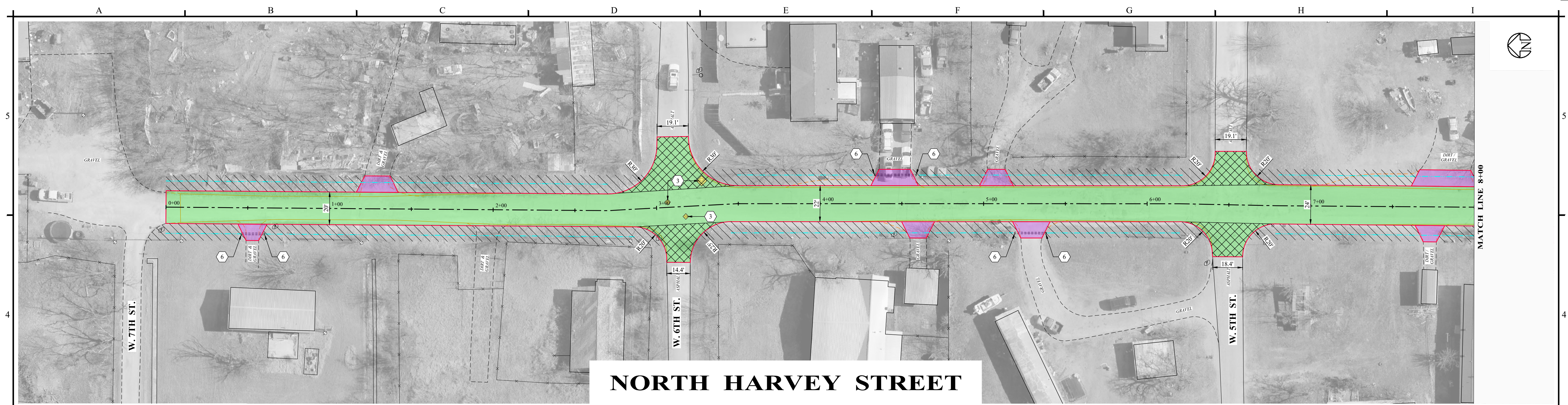
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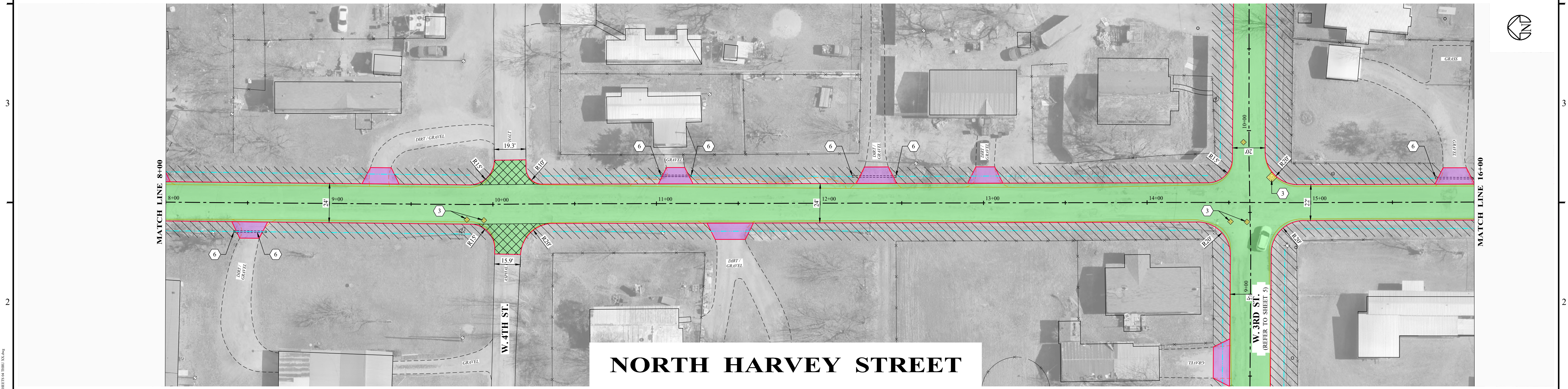
SCALE
1" = 30'
 DATE
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**STREET PAVING IMPROVEMENTS
 BRECKENRIDGE, TEXAS**
WEST 3RD STREET

PROJECT NO.:
5580 - 40
 SHEET No.:
5



NORTH HARVEY STREET



NORTH HARVEY STREET

LEGEND - EXISTING

- ⊙ POWER POLE
- Ⓜ MAIL BOX
- ⊕ SANITARY SEWER MANHOLE
- ⊙ WATER METER
- ⊕ FIRE HYDRANT
- ▽ SIGNAGE
- FENCE
- ⋯ PIPE CULVERT

LEGEND - PROPOSED

- EXISTING EDGE OF PAVEMENT
- ▭ INSTALL CONCRETE PAVEMENT AS PER DETAIL
- ▭ INSTALL 1-1/2" ASPHALT OVERLAY AS PER DETAIL
- ▭ EXISTING PAVEMENT TO BE REMOVED AND REPLACED TO PROVIDE SMOOTH TRANSITION FROM EXISTING ASPHALT
- ▭ INSTALL GRAVEL PAVEMENT AS NEEDED TO PROVIDE SMOOTH TRANSITION BETWEEN ST. AND DRIVEWAYS
- ▭ RE-ESTABLISH EXISTING DITCH TO DRAIN

NOTES INDICATED BY NUMBER IN (#):

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2. INSTALL CURB AND GUTTER SECTION TO MATCH EXISTING.
3. INSTALL CONCRETE COLLAR AS PER DETAIL.
4. AREA OF BRUSH/TREES (WITHIN RIGHT-OF-WAY) TO BE REMOVED AND LEGALLY DISPOSED.
5. REDUCE OVERLAY THICKNESS TO 1/2" IN ORDER TO CREATE A SMOOTH TRANSITION INTO THE DRIVEWAY.
6. MATCH EXISTING CULVERT FLOWLINE.
7. INSTALL LAYDOWN CURB AS PER DETAIL.

NO.	REVISION	DATE
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08/13/2024
Sequoyia, P.E.



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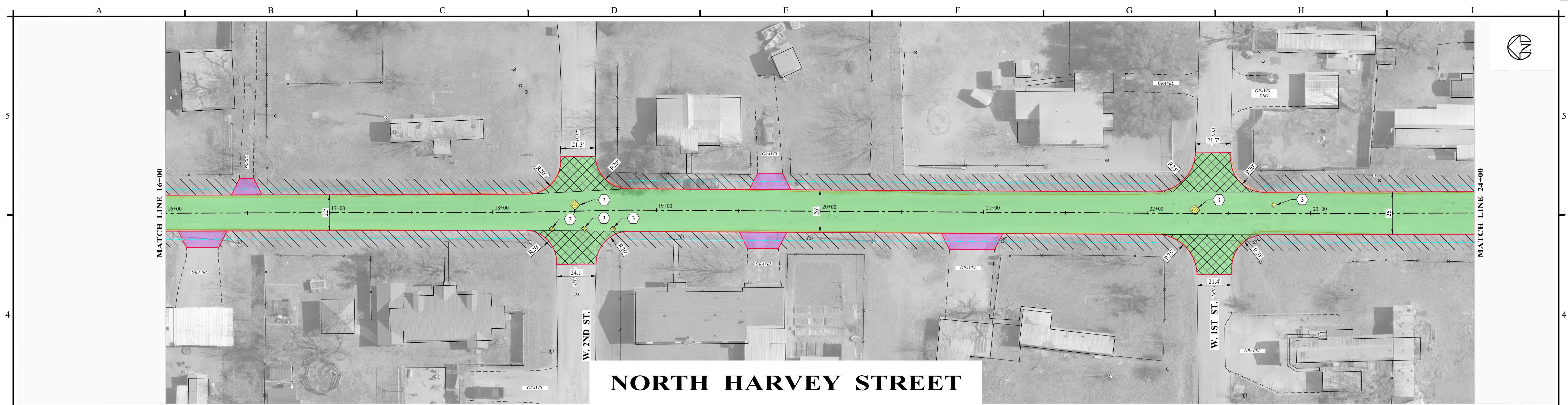
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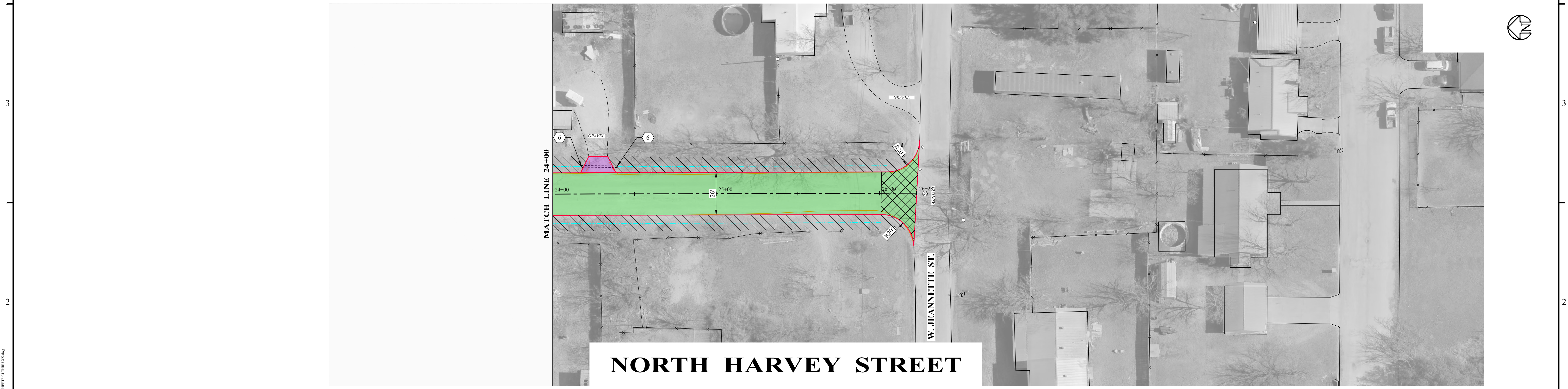
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**STREET PAVING IMPROVEMENTS
 BRECKENRIDGE, TEXAS**
NORTH HARVEY STREET

PROJECT NO.:
5580 - 40
 SHEET No.
6



NORTH HARVEY STREET



NORTH HARVEY STREET

LEGEND - EXISTING

- ⊙ POWER POLE
- Ⓜ MAIL BOX
- ⊙ SANITARY SEWER MANHOLE
- ⊙ WATER METER
- ⊙ FIRE HYDRANT
- ▽ SIGNAGE
- FENCE
- ⋯ PIPE CULVERT

LEGEND - PROPOSED

- EXISTING EDGE OF PAVEMENT
- INSTALL CONCRETE PAVEMENT AS PER DETAIL
- INSTALL 1-1/2" ASPHALT OVERLAY AS PER DETAIL
- EXISTING PAVEMENT TO BE REMOVED AND REPLACED TO PROVIDE SMOOTH TRANSITION FROM EXISTING ASPHALT
- INSTALL GRAVEL PAVEMENT AS NEEDED TO PROVIDE SMOOTH TRANSITION BETWEEN ST. AND DRIVEWAYS
- RE-ESTABLISH EXISTING DITCH TO DRAIN

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5. REDUCE OVERLAY THICKNESS TO 1/2" IN ORDER TO CREATE A SMOOTH TRANSITION INTO THE DRIVEWAY.
6. MATCH EXISTING CULVERT FLOWLINE.
7. INSTALL LAYDOWN CURB AS PER DETAIL.

NO.	REVISION	DATE
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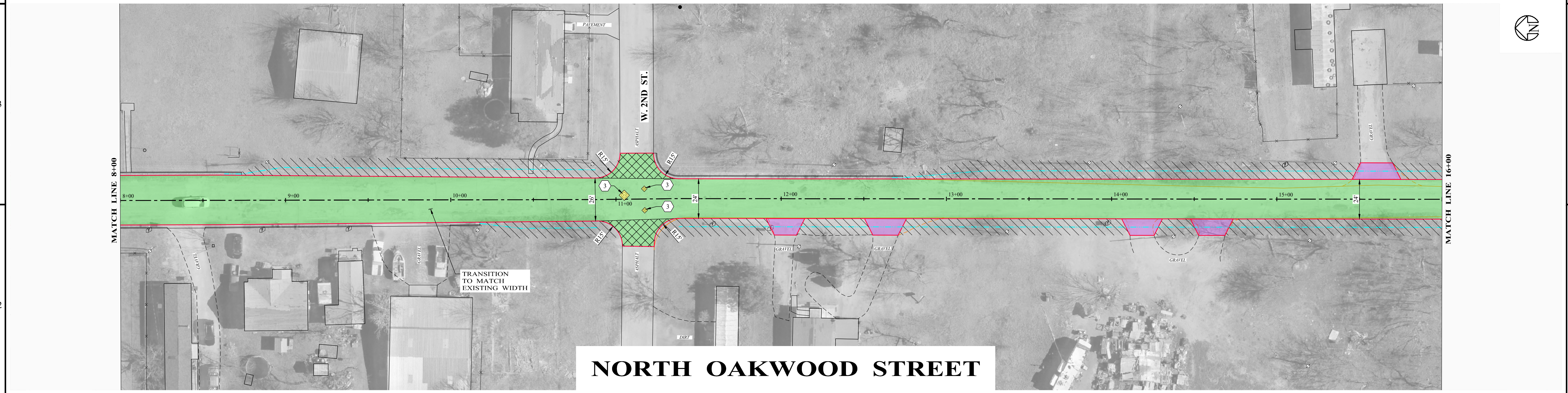
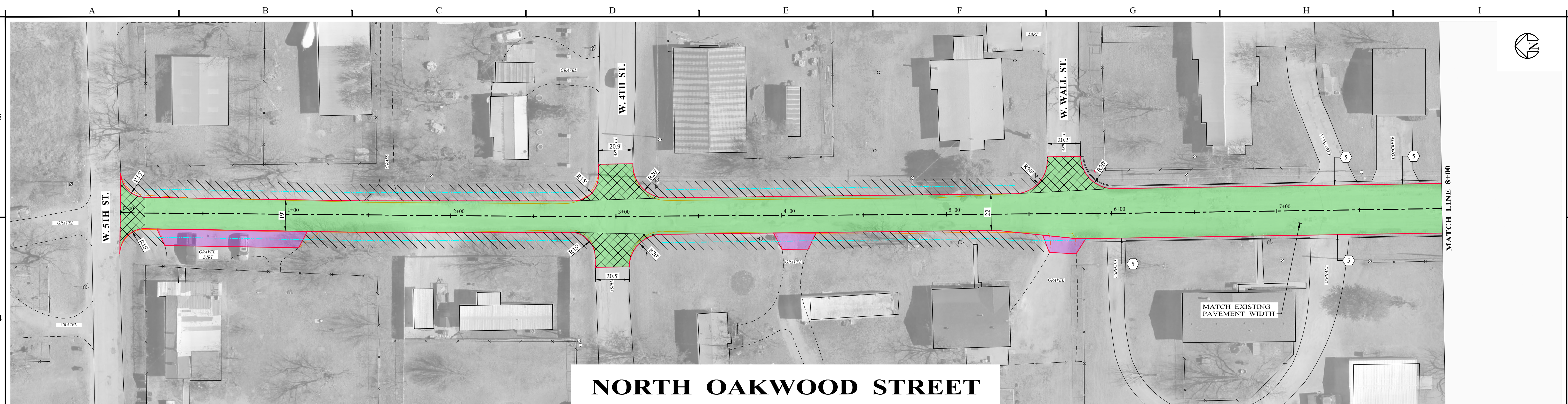
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**STREET PAVING IMPROVEMENTS
 BRECKENRIDGE, TEXAS**

NORTH HARVEY STREET

PROJECT NO.:
5580 - 40

SHEET No.
7



LEGEND - EXISTING

- ⊙ POWER POLE
- Ⓜ MAIL BOX
- ⊙ SANITARY SEWER MANHOLE
- ⊙ WATER METER
- ⊙ FIRE HYDRANT
- ▽ SIGNAGE
- FENCE
- ⋯ PIPE CULVERT

LEGEND - PROPOSED

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D. BORCIK

CHECKED BY
S. DILLER

SCALE
1" = 30'

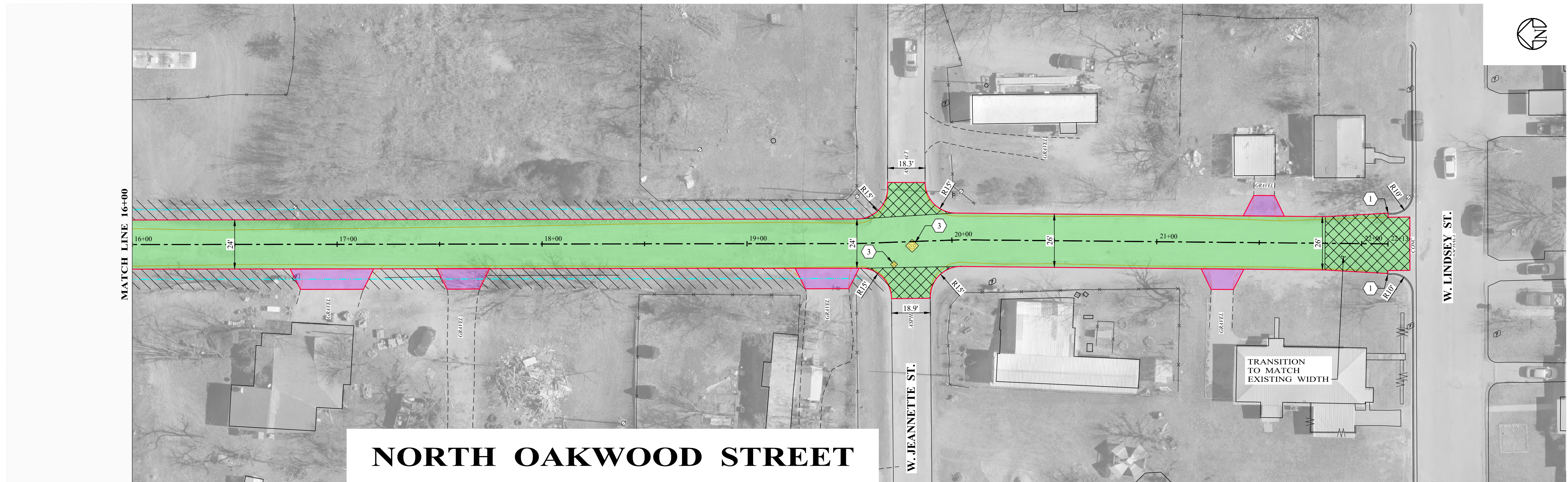
DATE
08/13/2024

**STREET PAVING IMPROVEMENTS
 BRECKENRIDGE, TEXAS**

NORTH OAKWOOD STREET

PROJECT NO.:
5580 - 40

SHEET No.
8



NORTH OAKWOOD STREET

LEGEND - EXISTING

- ⊙ POWER POLE
- Ⓜ MAIL BOX
- ⊙ SANITARY SEWER MANHOLE
- ⊙ WATER METER
- ⊙ FIRE HYDRANT
- ▽ SIGNAGE
- FENCE
- ⋯ PIPE CULVERT

LEGEND - PROPOSED

- EXISTING EDGE OF PAVEMENT
- ▭ INSTALL CONCRETE PAVEMENT AS PER DETAIL
- ▭ INSTALL 1-1/2" ASPHALT OVERLAY AS PER DETAIL
- ▭ EXISTING PAVEMENT TO BE REMOVED AND REPLACED TO PROVIDE SMOOTH TRANSITION FROM EXISTING ASPHALT
- ▭ INSTALL GRAVEL PAVEMENT AS NEEDED TO PROVIDE SMOOTH TRANSITION BETWEEN ST. AND DRIVEWAYS
- ▭ RE-ESTABLISH EXISTING DITCH TO DRAIN

NOTES INDICATED BY NUMBER IN (#):

1. INSTALL MONOLITHIC CURB AS PER DETAIL.
2. INSTALL CURB AND GUTTER SECTION TO MATCH EXISTING.
3. INSTALL CONCRETE COLLAR AS PER DETAIL.
4. AREA OF BRUSHTREES (WITHIN RIGHT-OF-WAY) TO BE REMOVED AND LEGALLY DISPOSED.
5. REDUCE OVERLAY THICKNESS TO 1/2" IN ORDER TO CREATE A SMOOTH TRANSITION INTO THE DRIVEWAY.
6. MATCH EXISTING CULVERT FLOWLINE.
7. INSTALL LAYDOWN CURB AS PER DETAIL.

NO.	REVISION	DATE	
0	ISSUED FOR BID	08/13/2024	08/13/2024

Sage Diller, P.E.



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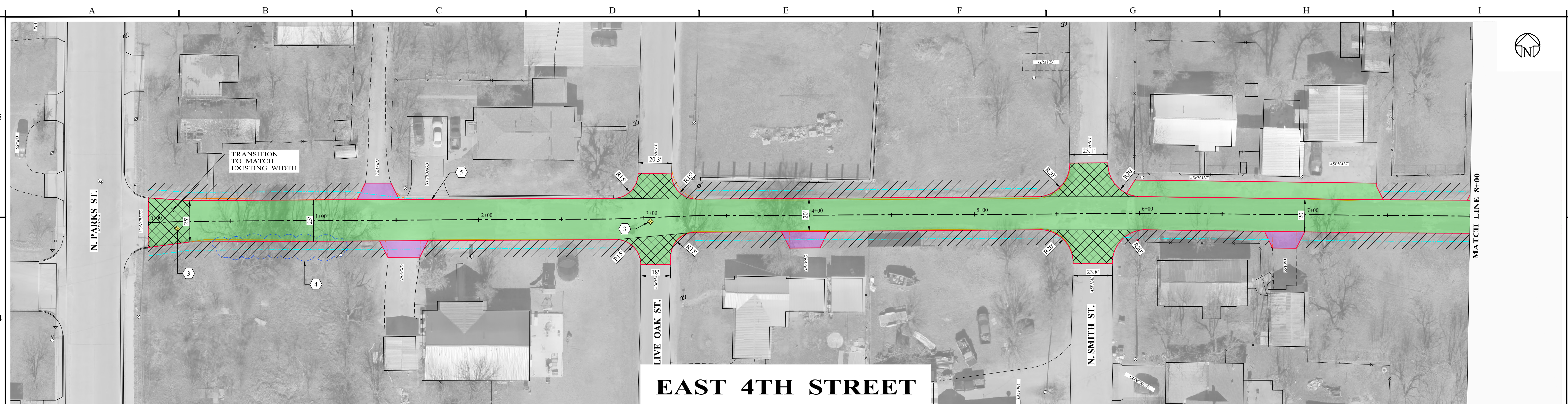
**STREET PAVING IMPROVEMENTS
 BRECKENRIDGE, TEXAS**

**NORTH OAKWOOD
 STREET**

PROJECT NO.:
5580 - 40

SHEET No.
9

Project Information: City of Breckenridge, Breckenridge, Texas. Project Name: Street Paving Improvements. Date: 08/13/2024. Sheet No.: 9 of 14.



EAST 4TH STREET



EAST 4TH STREET

LEGEND - EXISTING

- ⊙ POWER POLE
- Ⓜ MAIL BOX
- ⊙ SANITARY SEWER MANHOLE
- ⊙ WATER METER
- ⊙ FIRE HYDRANT
- SIGNAGE
- FENCE
- ⋯ PIPE CULVERT

LEGEND - PROPOSED

- EXISTING EDGE OF PAVEMENT
- INSTALL CONCRETE PAVEMENT AS PER DETAIL
- INSTALL 1-1/2" ASPHALT OVERLAY AS PER DETAIL
- EXISTING PAVEMENT TO BE REMOVED AND REPLACED TO PROVIDE SMOOTH TRANSITION FROM EXISTING ASPHALT
- INSTALL GRAVEL PAVEMENT AS NEEDED TO PROVIDE SMOOTH TRANSITION BETWEEN ST. AND DRIVEWAYS
- RE-ESTABLISH EXISTING DITCH TO DRAIN

NOTES INDICATED BY NUMBER IN (#):

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3. INSTALL CONCRETE COLLAR AS PER DETAIL.
4. AREA OF BRUSH/TREES (WITHIN RIGHT-OF-WAY) TO BE REMOVED AND LEGALLY DISPOSED.
5. REDUCE OVERLAY THICKNESS TO 1/2" IN ORDER TO CREATE A SMOOTH TRANSITION INTO THE DRIVEWAY.
6. MATCH EXISTING CULVERT FLOWLINE.
7. INSTALL LAYDOWN CURB AS PER DETAIL.

NO.	REVISION	DATE
0	ISSUED FOR BID	08/13/2024

08/13/2024
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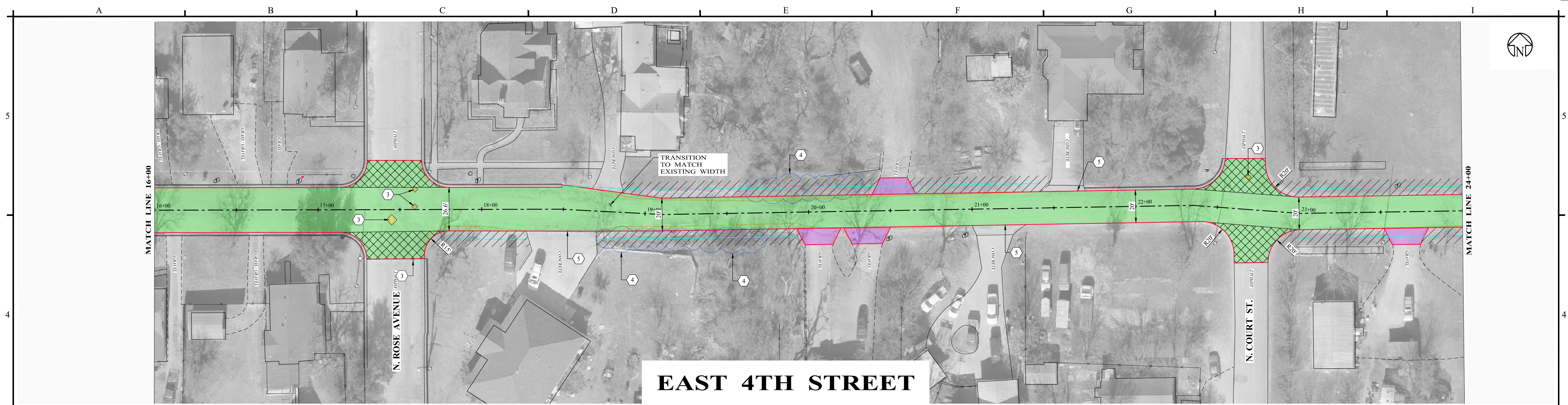
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**STREET PAVING IMPROVEMENTS
 BRECKENRIDGE, TEXAS**

WEST 4TH STREET

PROJECT NO.:
5580 - 40

SHEET No.
10



EAST 4TH STREET



EAST 4TH STREET

- LEGEND - EXISTING**
- ⊙ POWER POLE
 - Ⓜ MAIL BOX
 - ⊙ SANITARY SEWER MANHOLE
 - ⊙ WATER METER
 - ⊙ FIRE HYDRANT
 - ▽ SIGNAGE
 - FENCE
 - ⋯ PIPE CULVERT

- LEGEND - PROPOSED**
- EXISTING EDGE OF PAVEMENT
 - ▭ INSTALL CONCRETE PAVEMENT AS PER DETAIL
 - ▭ INSTALL 1-1/2" ASPHALT OVERLAY AS PER DETAIL
 - ▭ EXISTING PAVEMENT TO BE REMOVED AND REPLACED TO PROVIDE SMOOTH TRANSITION FROM EXISTING ASPHALT
 - ▭ INSTALL GRAVEL PAVEMENT AS NEEDED TO PROVIDE SMOOTH TRANSITION BETWEEN ST. AND DRIVEWAYS
 - ▭ RE-ESTABLISH EXISTING DITCH TO DRAIN

- NOTES INDICATED BY NUMBER IN (#):**
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 2. INSTALL CURB AND GUTTER SECTION TO MATCH EXISTING.
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 6. MATCH EXISTING CULVERT FLOWLINE.
 7. INSTALL LAYDOWN CURB AS PER DETAIL.

NO.	REVISION	DATE
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08/13/2024

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Calculating 35 years

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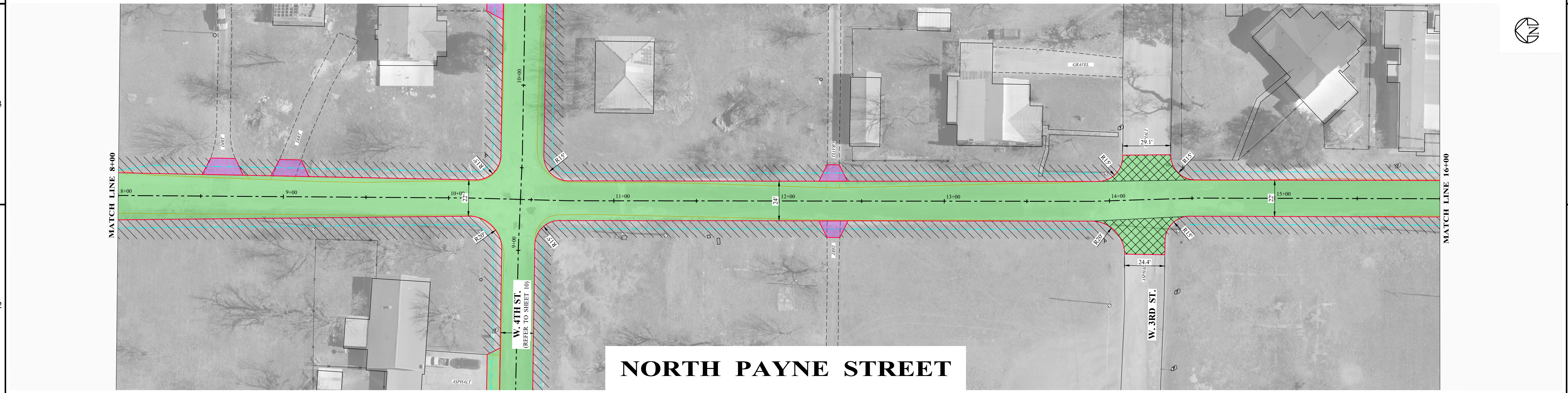
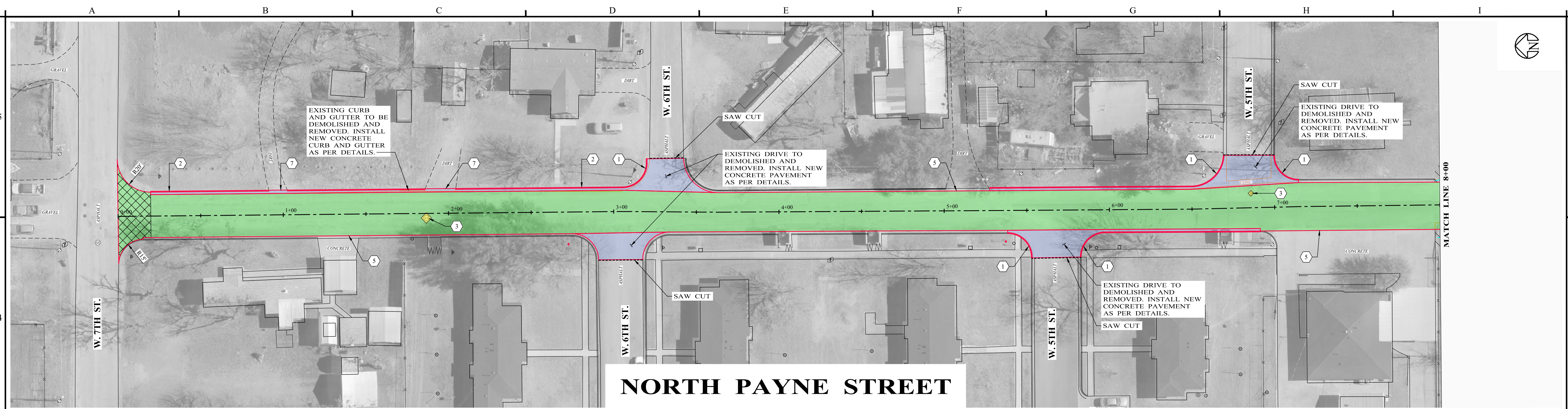
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**STREET PAVING IMPROVEMENTS
 BRECKENRIDGE, TEXAS**

WEST 4TH STREET

PROJECT NO.:
5580 - 40

SHEET No.
11



LEGEND - EXISTING

- ⊙ POWER POLE
- Ⓜ MAIL BOX
- ⊙ SANITARY SEWER MANHOLE
- ⊙ WATER METER
- ⊙ FIRE HYDRANT
- ▽ SIGNAGE
- FENCE
- ⋯ PIPE CULVERT

LEGEND - PROPOSED

- EXISTING EDGE OF PAVEMENT
- ▭ INSTALL CONCRETE PAVEMENT AS PER DETAIL
- ▭ INSTALL 1-1/2" ASPHALT OVERLAY AS PER DETAIL
- ▭ EXISTING PAVEMENT TO BE REMOVED AND REPLACED TO PROVIDE SMOOTH TRANSITION FROM EXISTING ASPHALT
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5. REDUCE OVERLAY THICKNESS TO 1/2" IN ORDER TO CREATE A SMOOTH TRANSITION INTO THE DRIVEWAY.
6. MATCH EXISTING CULVERT FLOWLINE.
7. INSTALL LAYDOWN CURB AS PER DETAIL.

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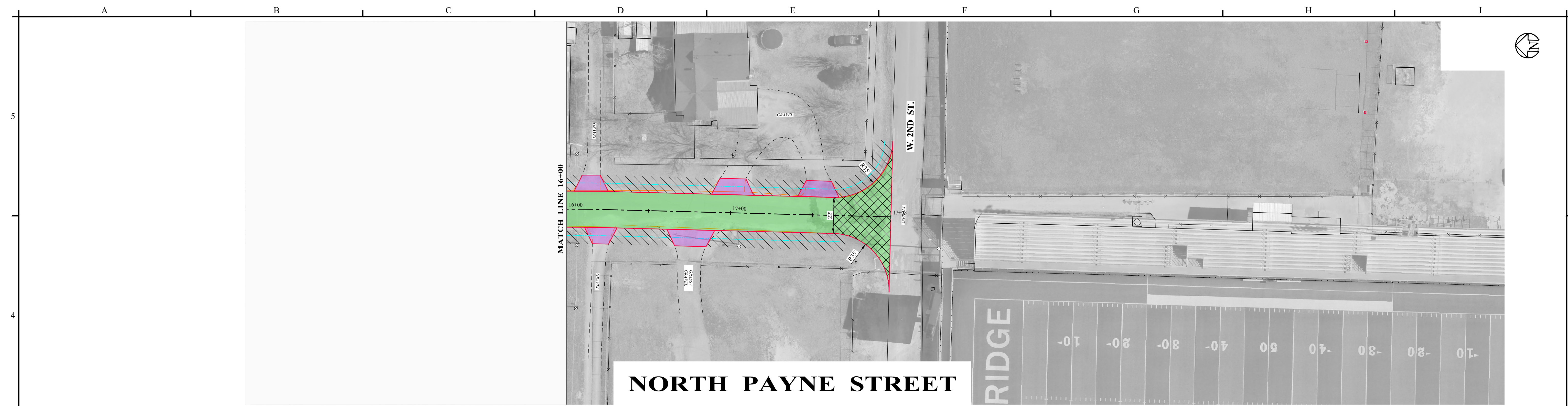
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**STREET PAVING IMPROVEMENTS
 BRECKENRIDGE, TEXAS**
NORTH PAYNE STREET

PROJECT NO.:
5580 - 40
 SHEET No.:
12



NORTH PAYNE STREET

LEGEND - EXISTING

- ⊗ POWER POLE
- Ⓜ MAIL BOX
- ⊙ SANITARY SEWER MANHOLE
- ⊙ WATER METER
- ⬠ FIRE HYDRANT
- ▽ SIGNAGE
- FENCE
- ⋯ PIPE CULVERT

LEGEND - PROPOSED

- EXISTING EDGE OF PAVEMENT
- INSTALL CONCRETE PAVEMENT AS PER DETAIL
- INSTALL 1-1/2" ASPHALT OVERLAY AS PER DETAIL
- EXISTING PAVEMENT TO BE REMOVED AND REPLACED TO PROVIDE SMOOTH TRANSITION FROM EXISTING ASPHALT
- INSTALL GRAVEL PAVEMENT AS NEEDED TO PROVIDE SMOOTH TRANSITION BETWEEN ST. AND DRIVEWAYS
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6. MATCH EXISTING CULVERT FLOWLINE.
7. INSTALL LAYDOWN CURB AS PER DETAIL.

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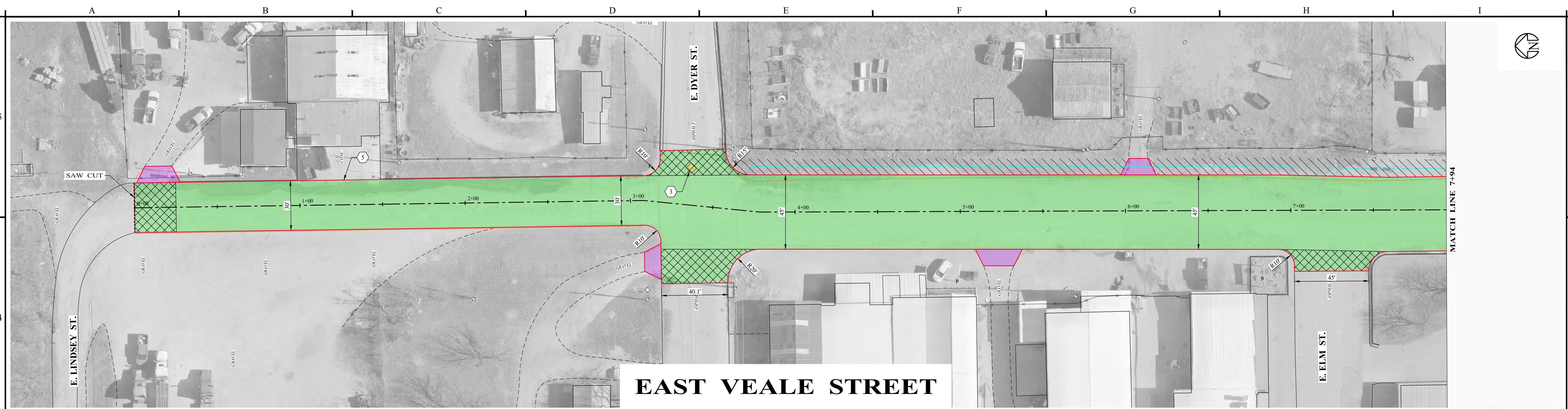
**STREET PAVING IMPROVEMENTS
 BRECKENRIDGE, TEXAS**

NORTH PAYNE STREET

PROJECT NO.:
5580 - 40

SHEET No.
13

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EAST VEALE STREET



EAST VEALE STREET

LEGEND - EXISTING

- ⊙ POWER POLE
- ⊕ MAIL BOX
- ⊗ SANITARY SEWER MANHOLE
- ⊙ WATER METER
- ⊕ FIRE HYDRANT
- ▽ SIGNAGE
- FENCE
- ⋯ PIPE CULVERT

LEGEND - PROPOSED

- EXISTING EDGE OF PAVEMENT
- ▭ INSTALL CONCRETE PAVEMENT AS PER DETAIL
- ▭ INSTALL 1-1/2" ASPHALT OVERLAY AS PER DETAIL
- ▭ EXISTING PAVEMENT TO BE REMOVED AND REPLACED TO PROVIDE SMOOTH TRANSITION FROM EXISTING ASPHALT
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6. MATCH EXISTING CULVERT FLOWLINE.
7. INSTALL LAYDOWN CURB AS PER DETAIL.

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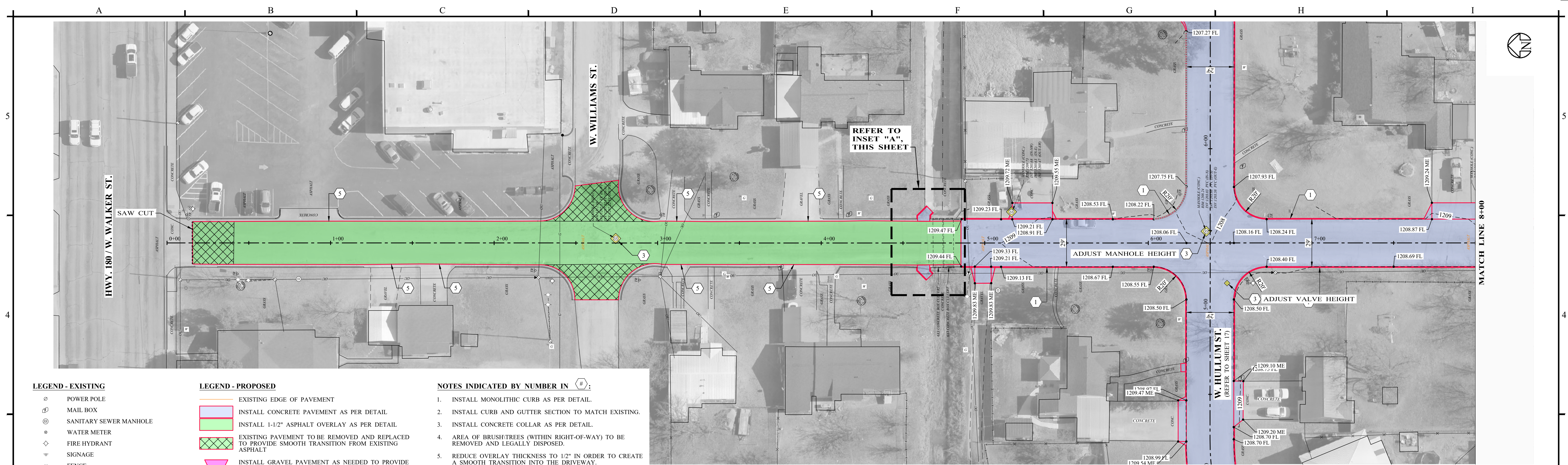
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 BRECKENRIDGE, TEXAS**

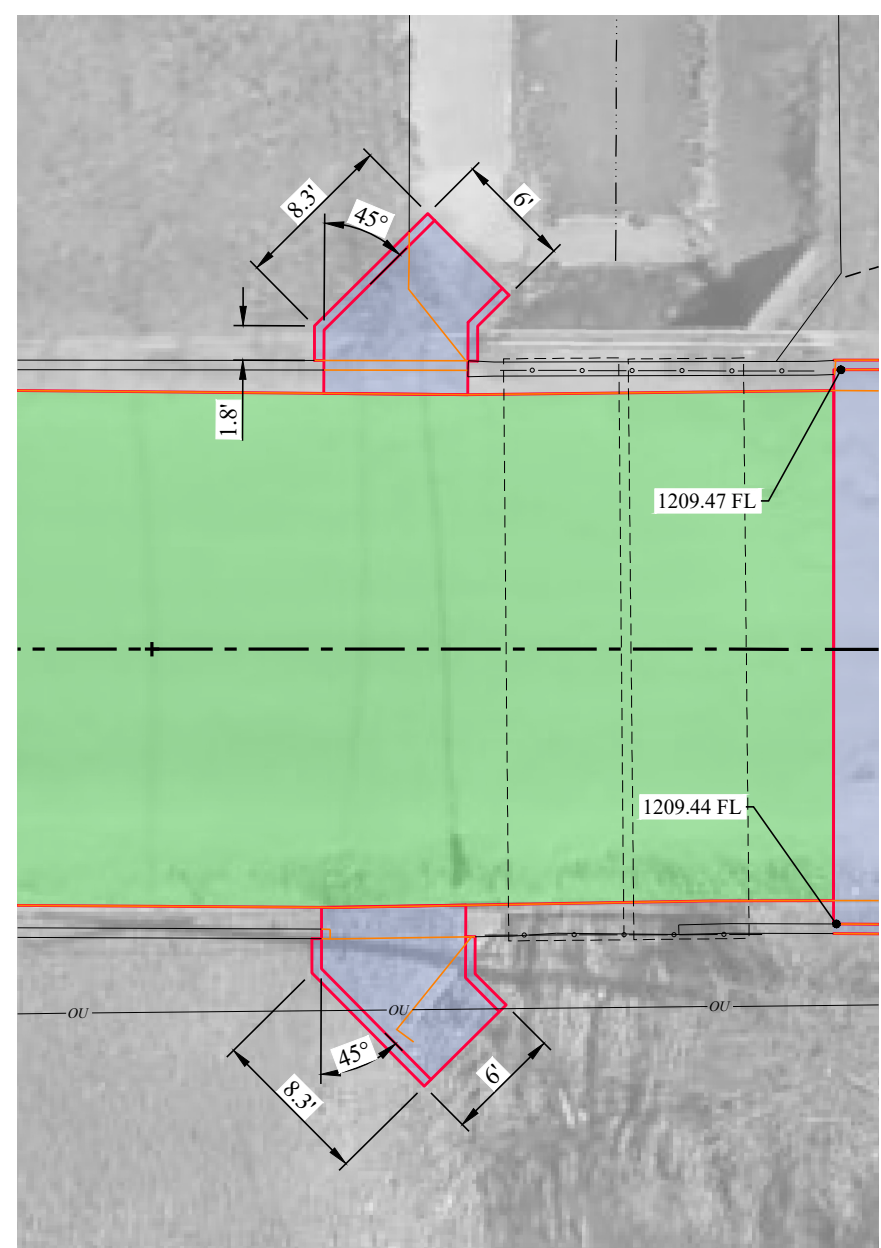
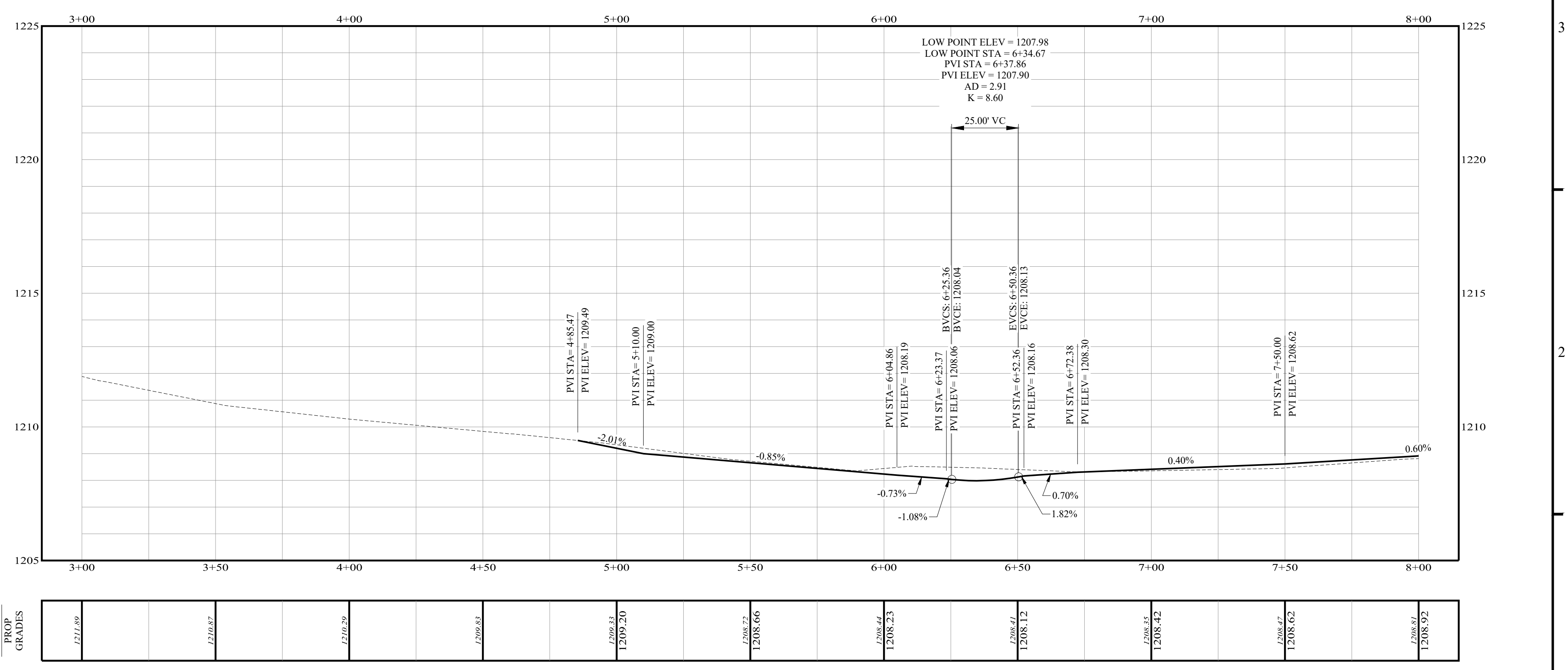
NORTH VEALE STREET

PROJECT NO.:
5580 - 40

SHEET No.:
14



SOUTH HARVEY STREET



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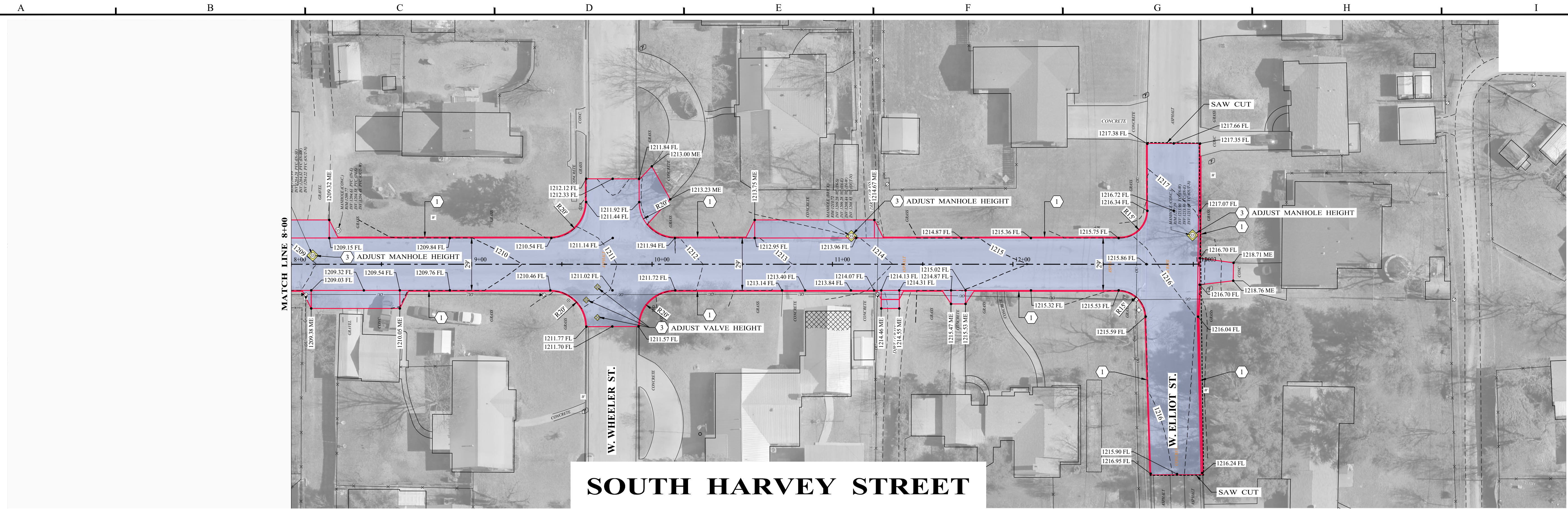
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 BRECKENRIDGE, TEXAS**

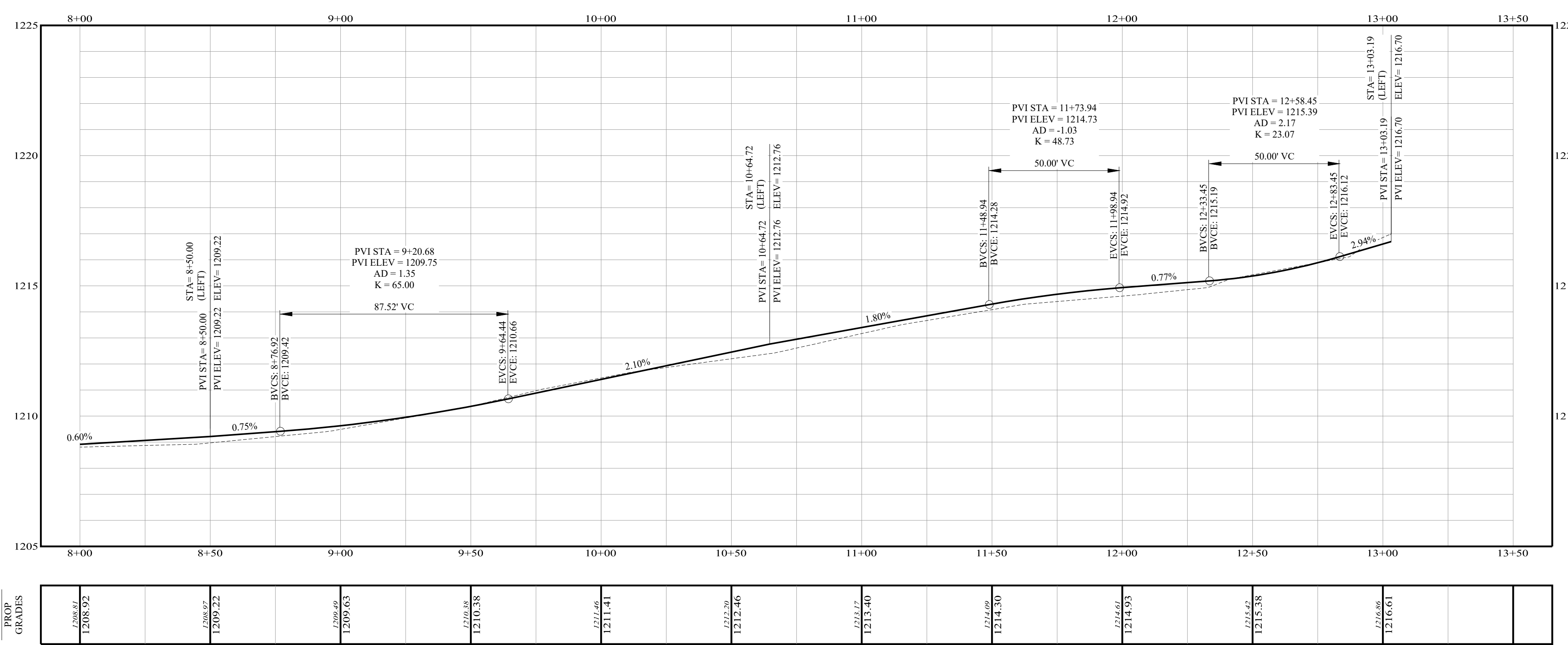
SOUTH HARVEY STREET

PROJECT NO.:
5580 - 40

SHEET No.
15



SOUTH HARVEY STREET



- LEGEND - EXISTING**
- ⊙ POWER POLE
 - Ⓜ MAIL BOX
 - ⊙ SANITARY SEWER MANHOLE
 - ⊙ WATER METER
 - ⊙ FIRE HYDRANT
 - Ⓜ SIGNAGE
 - FENCE
 - ⋯ PIPE CULVERT

- LEGEND - PROPOSED**
- EXISTING EDGE OF PAVEMENT
 - ▭ INSTALL CONCRETE PAVEMENT AS PER DETAIL
 - ▭ INSTALL 1-1/2" ASPHALT OVERLAY AS PER DETAIL
 - ▭ EXISTING PAVEMENT TO BE REMOVED AND REPLACE TO PROVIDE SMOOTH TRANSITION FROM EXISTING ASPHALT
 - ▭ INSTALL GRAVEL PAVEMENT AS NEEDED TO PROVIDE SMOOTH TRANSITION BETWEEN ST. AND DRIVEWAY
 - ▭ RE-ESTABLISH EXISTING DITCH TO DRAIN

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 3. INSTALL CONCRETE COLLAR AS PER DETAIL.
 4. AREA OF BRUSHTREES (WITHIN RIGHT-OF-WAY) TO BE REMOVED AND LEGALLY DISPOSED.
 5. REDUCE OVERLAY THICKNESS TO 1/2" IN ORDER TO CREATE A SMOOTH TRANSITION INTO THE DRIVEWAY.

EXIST GRADES	1208.92
PROP GRADES	1209.22

NO.	REVISION	DATE
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08/13/2024

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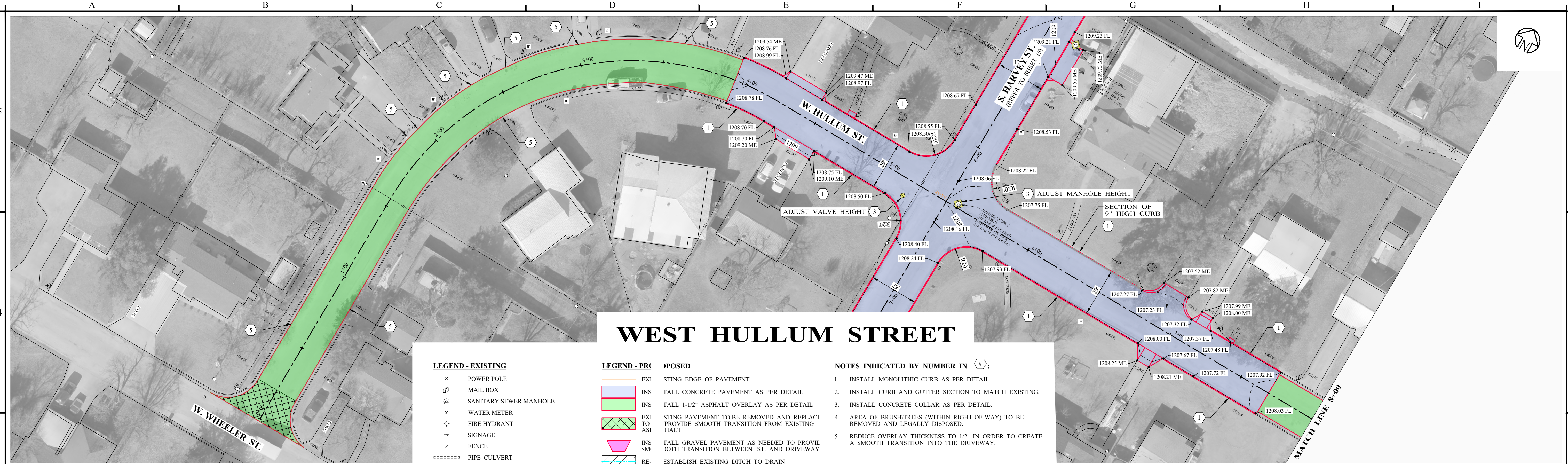
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**STREET PAVING IMPROVEMENTS
 BRECKENRIDGE, TEXAS**

SOUTH HARVEY STREET

PROJECT NO.:
5580 - 40

SHEET No.
16

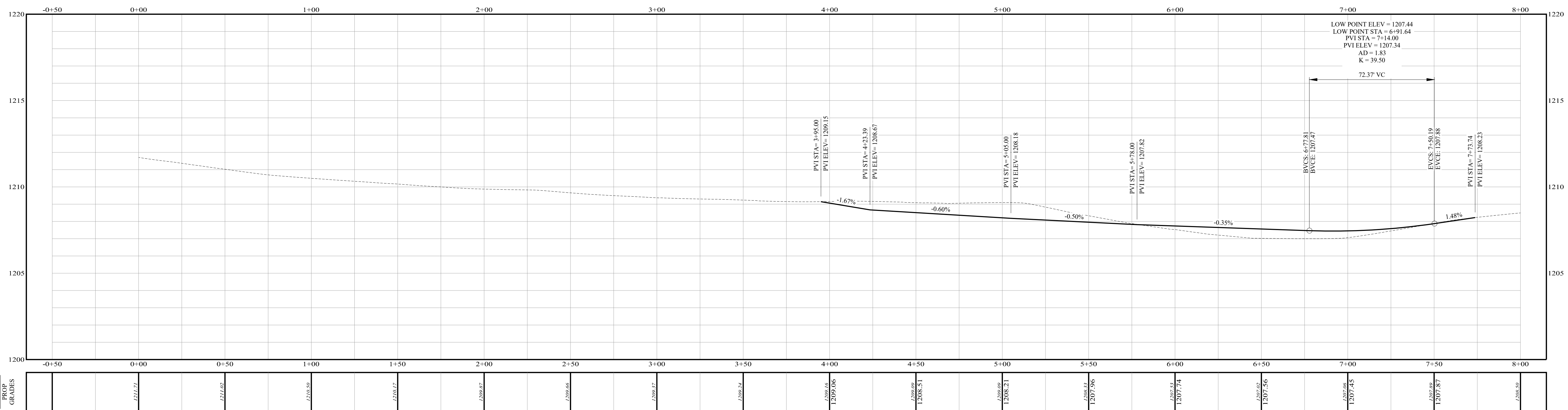


WEST HULLUM STREET

- LEGEND - EXISTING**
- ⊙ POWER POLE
 - ⊙ MAIL BOX
 - ⊙ SANITARY SEWER MANHOLE
 - ⊙ WATER METER
 - ⊙ FIRE HYDRANT
 - ⊙ SIGNAGE
 - FENCE
 - ⋯ PIPE CULVERT

- LEGEND - PROPOSED**
- EXI STING EDGE OF PAVEMENT
 - INS TALL CONCRETE PAVEMENT AS PER DETAIL
 - INS TALL 1-1/2" ASPHALT OVERLAY AS PER DETAIL
 - EXI STING PAVEMENT TO BE REMOVED AND REPLACE TO PROVIDE SMOOTH TRANSITION FROM EXISTING 'HALT'
 - INS TALL GRAVEL PAVEMENT AS NEEDED TO PROVIDE SMOOTH TRANSITION BETWEEN ST. AND DRIVEWAY
 - RE- ESTABLISH EXISTING DITCH TO DRAIN

- NOTES INDICATED BY NUMBER IN (#):**
1. INSTALL MONOLITHIC CURB AS PER DETAIL.
 2. INSTALL CURB AND GUTTER SECTION TO MATCH EXISTING.
 3. INSTALL CONCRETE COLLAR AS PER DETAIL.
 4. AREA OF BRUSH TREES (WITHIN RIGHT-OF-WAY) TO BE REMOVED AND LEGALLY DISPOSED.
 5. REDUCE OVERLAY THICKNESS TO 1/2" IN ORDER TO CREATE A SMOOTH TRANSITION INTO THE DRIVEWAY.



NO.	REVISION	DATE
0	ISSUED FOR BID	08/13/2024

08/13/2024

Signatures



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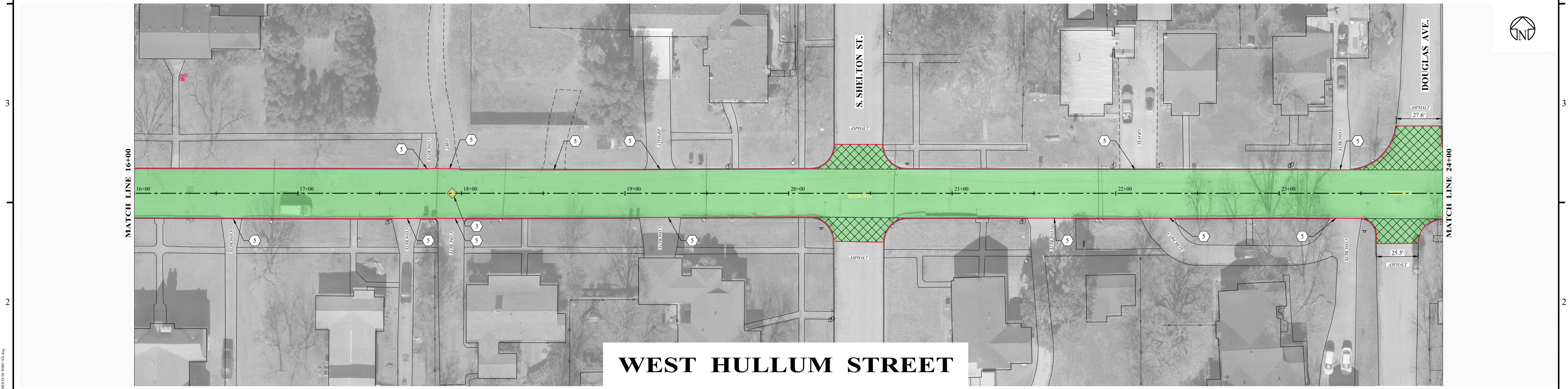
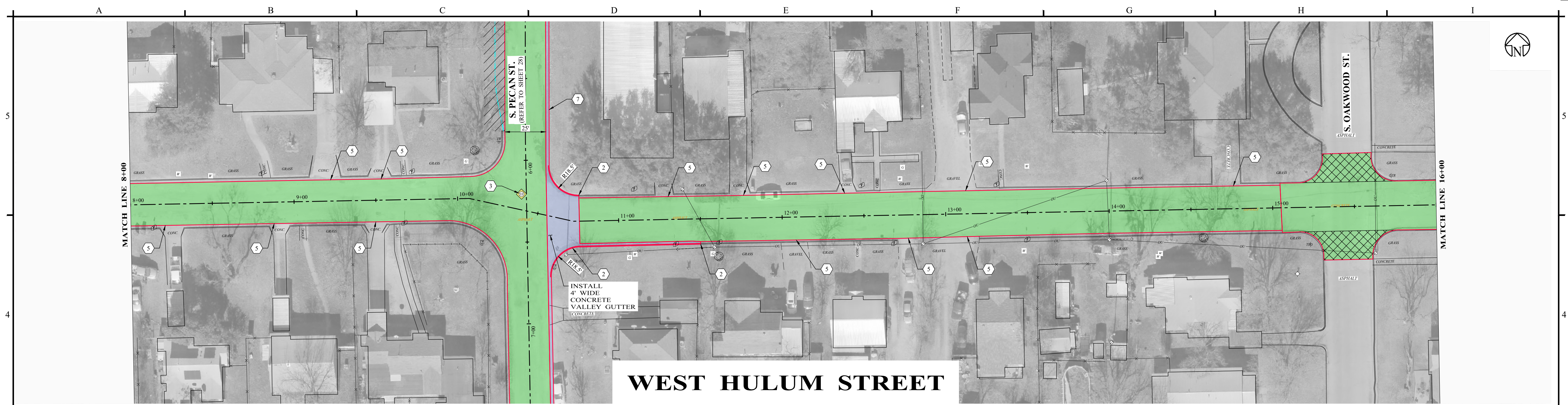
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**STREET PAVING IMPROVEMENTS
 BRECKENRIDGE, TEXAS**

WEST HULLUM STREET

PROJECT NO.: **5580 - 40**

SHEET No. **17**



LEGEND - EXISTING			LEGEND - PROPOSED			NOTES INDICATED BY NUMBER IN (#):		
⊙	POWER POLE	—	—	EXISTING EDGE OF PAVEMENT	1.	INSTALL MONOLITHIC CURB AS PER DETAIL.		
⊕	MAIL BOX	▭	▭	INSTALL CONCRETE PAVEMENT AS PER DETAIL	2.	INSTALL CURB AND GUTTER SECTION TO MATCH EXISTING.		
⊗	SANITARY SEWER MANHOLE	▭	▭	INSTALL 1-1/2" ASPHALT OVERLAY AS PER DETAIL	3.	INSTALL CONCRETE COLLAR AS PER DETAIL.		
⊙	WATER METER	▭	▭	EXISTING PAVEMENT TO BE REMOVED AND REPLACED TO PROVIDE SMOOTH TRANSITION FROM EXISTING ASPHALT	4.	AREA OF BRUSH/TREES (WITHIN RIGHT-OF-WAY) TO BE REMOVED AND LEGALLY DISPOSED.		
⊕	FIRE HYDRANT	▭	▭	INSTALL GRAVEL PAVEMENT AS NEEDED TO PROVIDE SMOOTH TRANSITION BETWEEN ST. AND DRIVEWAYS	5.	REDUCE OVERLAY THICKNESS TO 1/2" IN ORDER TO CREATE A SMOOTH TRANSITION INTO THE DRIVEWAY.		
⊕	SIGNAGE	▭	▭	RE-ESTABLISH EXISTING DITCH TO DRAIN	6.	MATCH EXISTING CULVERT FLOWLINE.		
—	FENCE				7.	INSTALL LAYDOWN CURB AS PER DETAIL.		
⋯	PIPE CULVERT							

NO.	REVISION	DATE
0	ISSUED FOR BID	08/13/2024

08/13/2024

Sage Diller, P.E.



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C. NORRIS

DRAWN BY
D. BORCIK

CHECKED BY
S. DILLER

SCALE
1" = 30'

DATE
08/13/2024

**STREET PAVING IMPROVEMENTS
 BRECKENRIDGE, TEXAS**

WEST HULLUM STREET

PROJECT NO.:
5580 - 40

SHEET No.
18



WEST HULLUM STREET

WEST HULLUM STREET

LEGEND - EXISTING

- ⊙ POWER POLE
- Ⓜ MAIL BOX
- ⊕ SANITARY SEWER MANHOLE
- ⊙ WATER METER
- ⊕ FIRE HYDRANT
- ▽ SIGNAGE
- FENCE
- ⋯ PIPE CULVERT

LEGEND - PROPOSED

- EXISTING EDGE OF PAVEMENT
- ▭ INSTALL CONCRETE PAVEMENT AS PER DETAIL
- ▭ INSTALL 1-1/2" ASPHALT OVERLAY AS PER DETAIL
- ▭ EXISTING PAVEMENT TO BE REMOVED AND REPLACED TO PROVIDE SMOOTH TRANSITION FROM EXISTING ASPHALT
- ▭ INSTALL GRAVEL PAVEMENT AS NEEDED TO PROVIDE SMOOTH TRANSITION BETWEEN ST. AND DRIVEWAYS
- ▭ RE-ESTABLISH EXISTING DITCH TO DRAIN

NOTES INDICATED BY NUMBER IN (#):

1. INSTALL MONOLITHIC CURB AS PER DETAIL.
2. INSTALL CURB AND GUTTER SECTION TO MATCH EXISTING.
3. INSTALL CONCRETE COLLAR AS PER DETAIL.
4. AREA OF BRUSH/TREES (WITHIN RIGHT-OF-WAY) TO BE REMOVED AND LEGALLY DISPOSED.
5. REDUCE OVERLAY THICKNESS TO 1/2" IN ORDER TO CREATE A SMOOTH TRANSITION INTO THE DRIVEWAY.
6. MATCH EXISTING CULVERT FLOWLINE.
7. INSTALL LAYDOWN CURB AS PER DETAIL.

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 BRECKENRIDGE, TEXAS**

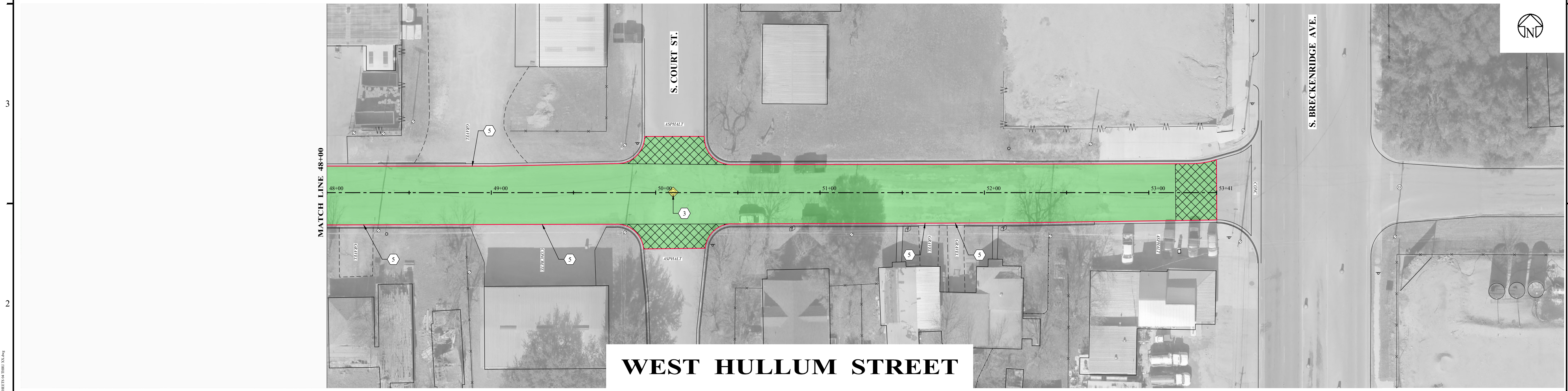
WEST HULLUM STREET

PROJECT NO.:
5580 - 40

SHEET No.
19



WEST HULLUM STREET



WEST HULLUM STREET

LEGEND - EXISTING

- ⊙ POWER POLE
- Ⓜ MAIL BOX
- ⊙ SANITARY SEWER MANHOLE
- ⊙ WATER METER
- ⊙ FIRE HYDRANT
- ▽ SIGNAGE
- FENCE
- ⋯ PIPE CULVERT

LEGEND - PROPOSED

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7. INSTALL LAYDOWN CURB AS PER DETAIL.

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**STREET PAVING IMPROVEMENTS
 BRECKENRIDGE, TEXAS**

WEST HULLUM STREET

PROJECT NO.:
5580 - 40

SHEET No.
20



- ⊙ POWER POLE
- Ⓜ MAIL BOX
- ⊗ SANITARY SEWER MANHOLE
- ⊙ WATER METER
- ⊕ FIRE HYDRANT
- Ⓜ SIGNAGE
- FENCE
- ⋯ PIPE CULVERT

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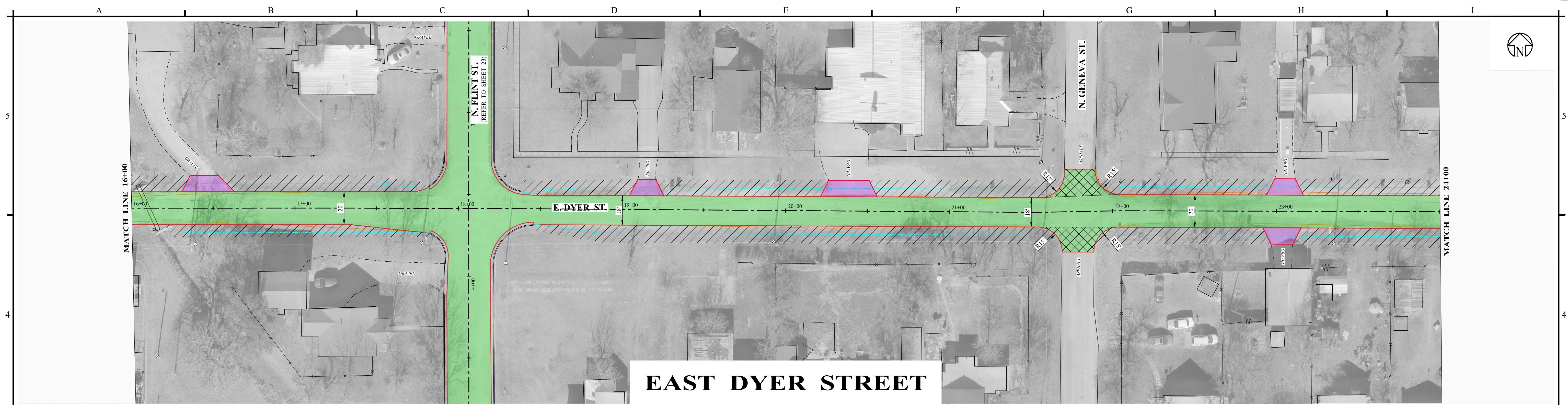
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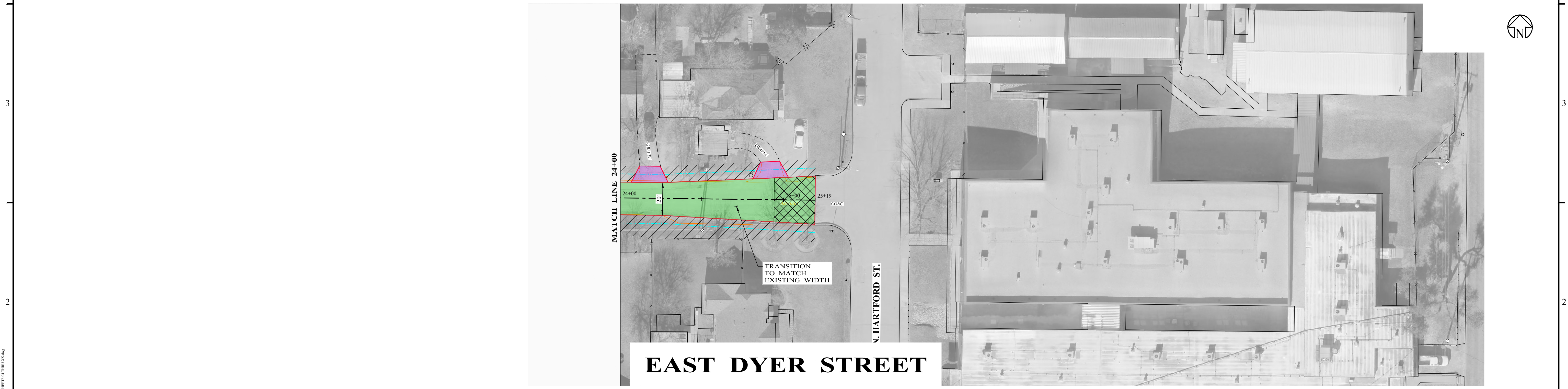
EAST DYER STREET

PROJECT NO.:
5580 - 40

SHEET No.
21



EAST DYER STREET



EAST DYER STREET

LEGEND - EXISTING

- ⊗ POWER POLE
- Ⓜ MAIL BOX
- ⊙ SANITARY SEWER MANHOLE
- ⊙ WATER METER
- ⊙ FIRE HYDRANT
- ▽ SIGNAGE
- FENCE
- ⋯ PIPE CULVERT

LEGEND - PROPOSED

- EXISTING EDGE OF PAVEMENT
- ▭ INSTALL CONCRETE PAVEMENT AS PER DETAIL
- ▭ INSTALL 1-1/2" ASPHALT OVERLAY AS PER DETAIL
- ▭ EXISTING PAVEMENT TO BE REMOVED AND REPLACED TO PROVIDE SMOOTH TRANSITION FROM EXISTING ASPHALT
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6. MATCH EXISTING CULVERT FLOWLINE.
7. INSTALL LAYDOWN CURB AS PER DETAIL.

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Sequoia Diller, P.E.



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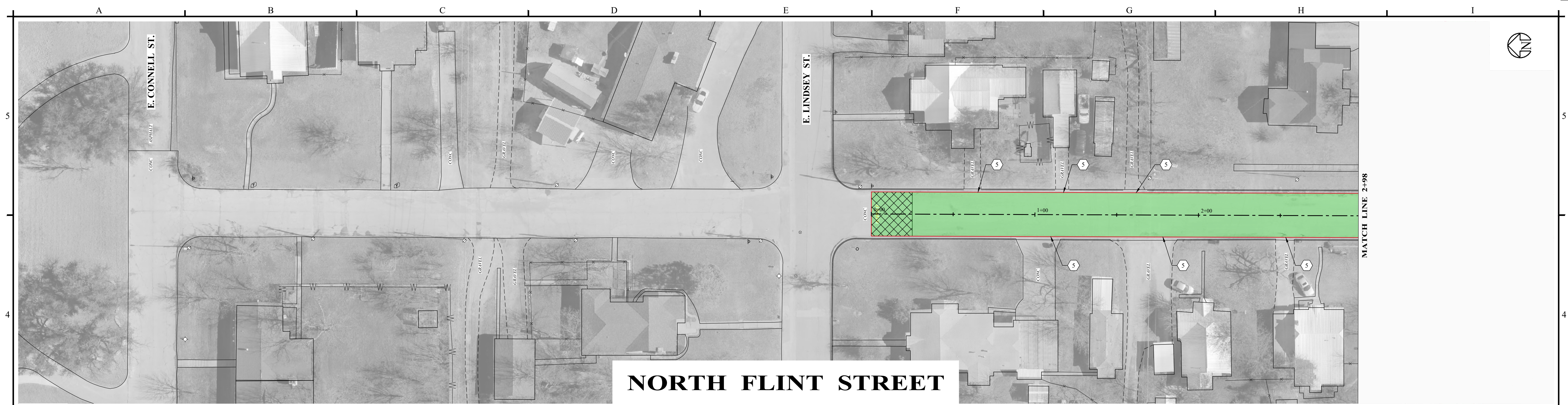
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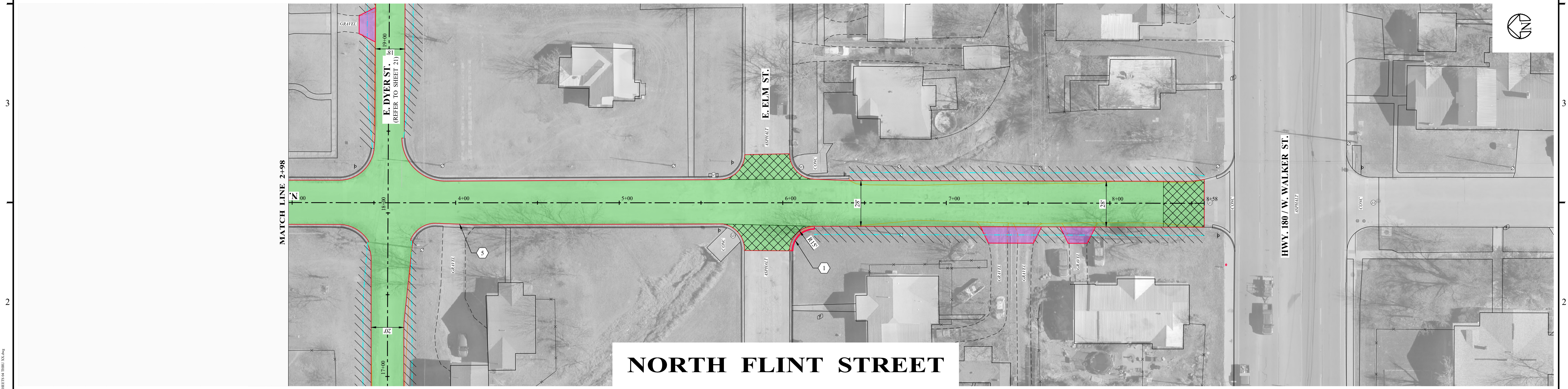
EAST DYER STREET

PROJECT NO.:
5580 - 40

SHEET No.:
22



NORTH FLINT STREET



NORTH FLINT STREET

LEGEND - EXISTING

- ⊙ POWER POLE
- Ⓜ MAIL BOX
- ⊕ SANITARY SEWER MANHOLE
- ⊙ WATER METER
- ⊕ FIRE HYDRANT
- ⊕ SIGNAGE
- FENCE
- ⋯ PIPE CULVERT

LEGEND - PROPOSED

- EXISTING EDGE OF PAVEMENT
- ▭ INSTALL CONCRETE PAVEMENT AS PER DETAIL
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6. MATCH EXISTING CULVERT FLOWLINE.
7. INSTALL LAYDOWN CURB AS PER DETAIL.

NO.	REVISION	DATE
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08/13/2024

Signatures



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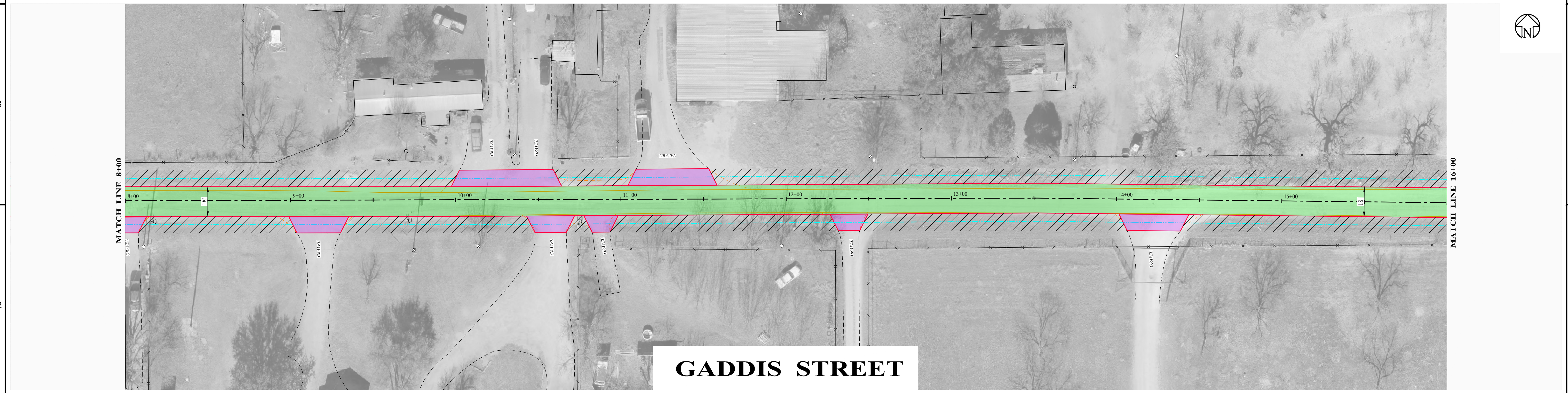
NORTH FLINT STREET

PROJECT NO.:
5580 - 40

SHEET No.
23



GADDIS STREET



GADDIS STREET

LEGEND - EXISTING

- ⊙ POWER POLE
- Ⓜ MAIL BOX
- ⊙ SANITARY SEWER MANHOLE
- ⊙ WATER METER
- ⊙ FIRE HYDRANT
- ▽ SIGNAGE
- FENCE
- ⋯ PIPE CULVERT

LEGEND - PROPOSED

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7. INSTALL LAYDOWN CURB AS PER DETAIL.

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 BRECKENRIDGE, TEXAS**

GADDIS STREET

PROJECT NO.:
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GADDIS STREET

LEGEND - EXISTING

- ⊙ POWER POLE
- Ⓜ MAIL BOX
- ⊙ SANITARY SEWER MANHOLE
- ⊙ WATER METER
- ⊙ FIRE HYDRANT
- ▽ SIGNAGE
- x— FENCE
- ===== PIPE CULVERT

LEGEND - PROPOSED

- EXISTING EDGE OF PAVEMENT
- INSTALL CONCRETE PAVEMENT AS PER DETAIL
- INSTALL 1-1/2" ASPHALT OVERLAY AS PER DETAIL
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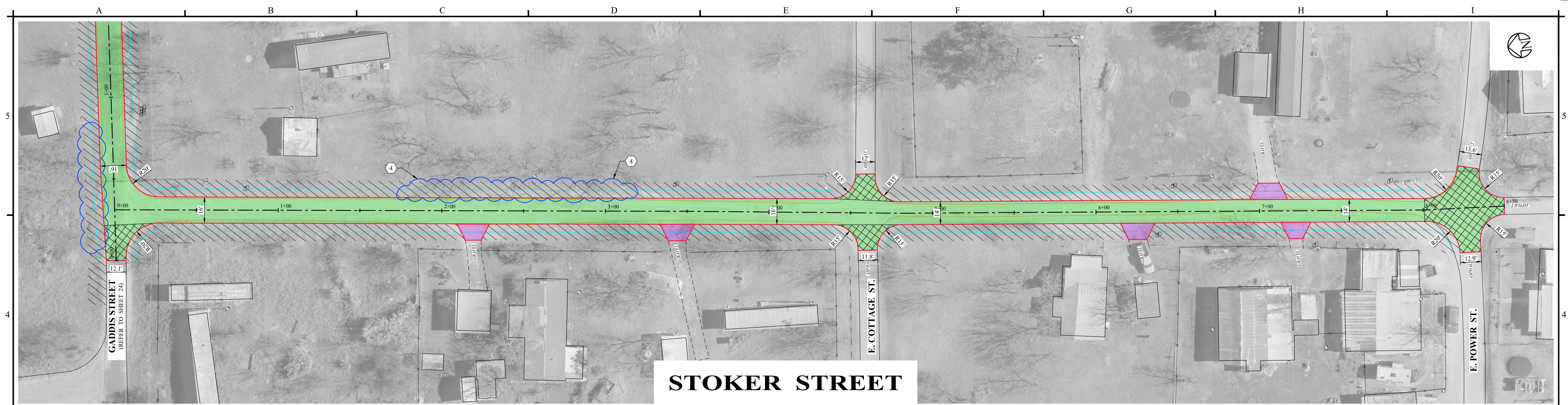
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 BRECKENRIDGE, TEXAS**

GADDIS STREET

PROJECT NO.:
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SHEET No.
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STOKER STREET

LEGEND - EXISTING

- ⊙ POWER POLE
- Ⓜ MAIL BOX
- ⊕ SANITARY SEWER MANHOLE
- ⊙ WATER METER
- ⊕ FIRE HYDRANT
- ▽ SIGNAGE
- FENCE
- ⋯ PIPE CULVERT

LEGEND - PROPOSED

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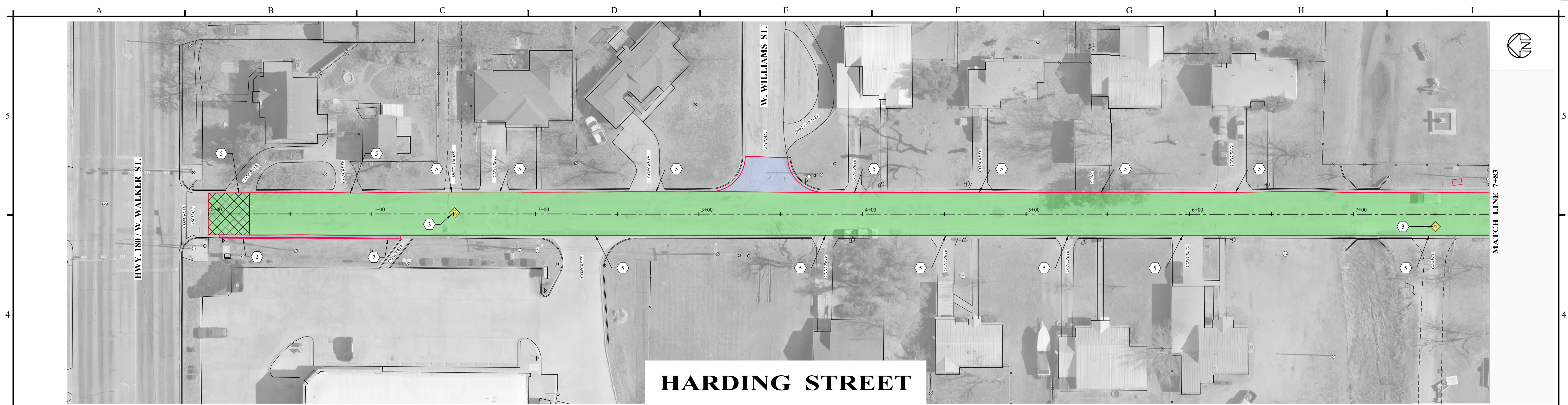
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STREET PAVING IMPROVEMENTS BRECKENRIDGE, TEXAS

STOKER STREET

PROJECT NO.:
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SHEET No.
26



HARDING STREET



HARDING STREET

LEGEND - EXISTING

- ⊙ POWER POLE
- Ⓜ MAIL BOX
- ⊕ SANITARY SEWER MANHOLE
- ⊙ WATER METER
- ⊕ FIRE HYDRANT
- ▽ SIGNAGE
- FENCE
- ⋯ PIPE CULVERT

LEGEND - PROPOSED

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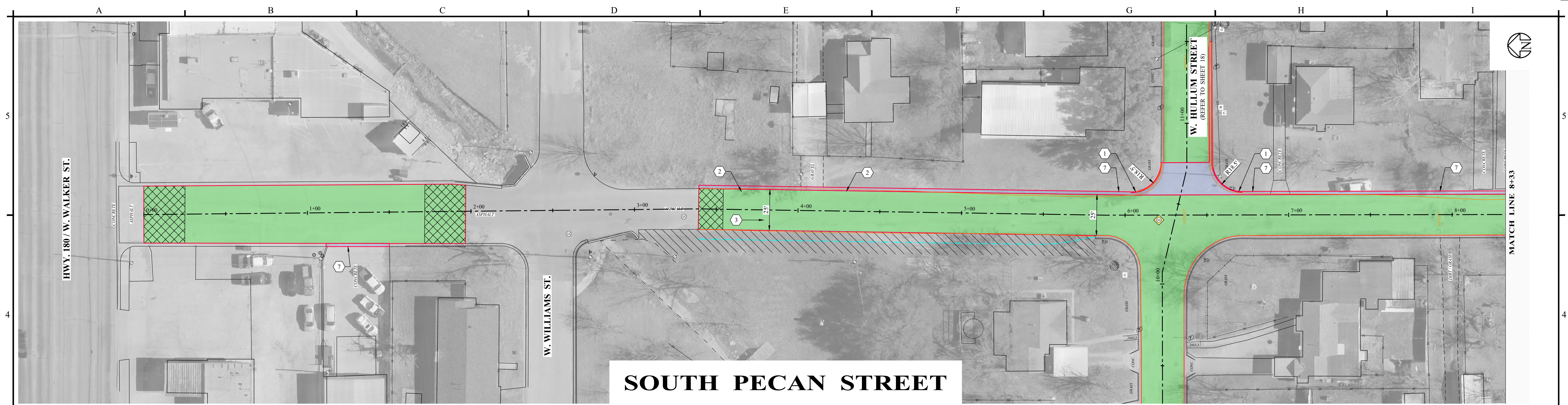
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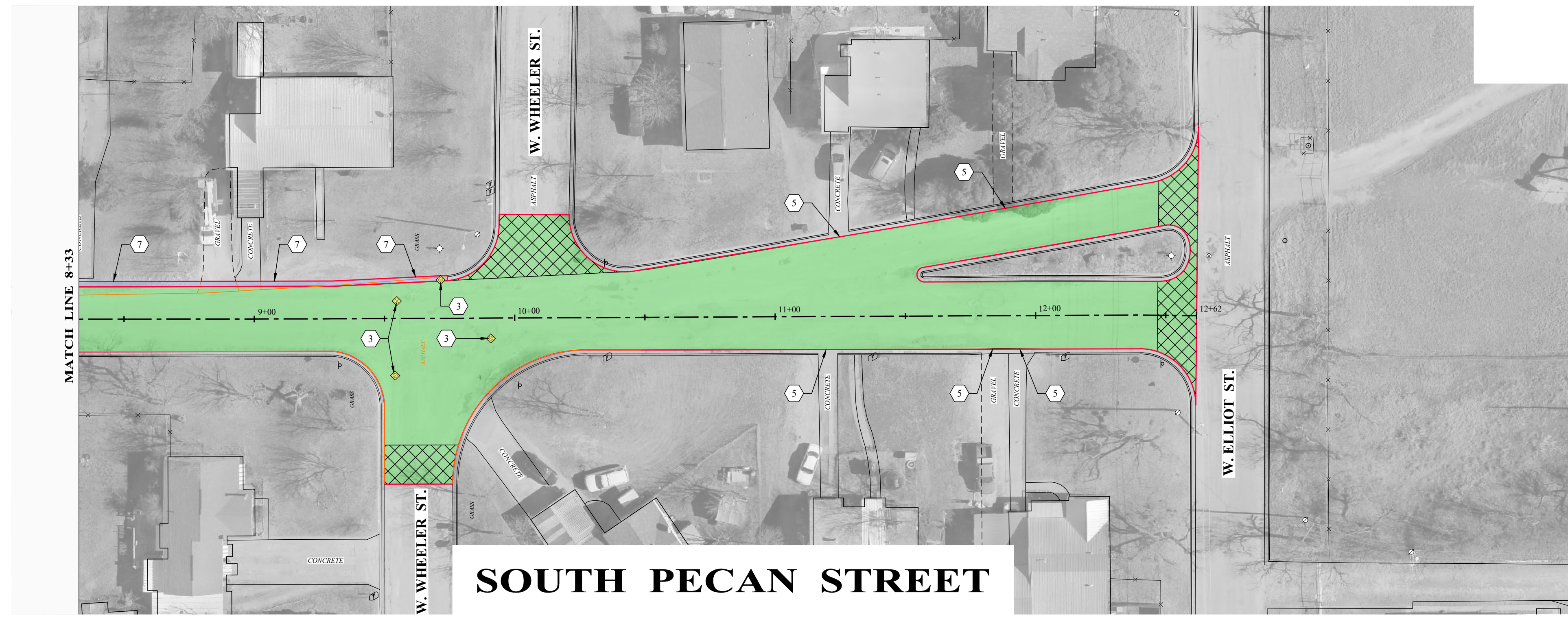
HARDING STREET

PROJECT NO.:
5580 - 40

SHEET No.
27



SOUTH PECAN STREET



SOUTH PECAN STREET

LEGEND - EXISTING

- ⊙ POWER POLE
- Ⓜ MAIL BOX
- ⊙ SANITARY SEWER MANHOLE
- ⊙ WATER METER
- ⊙ FIRE HYDRANT
- Ⓢ SIGNAGE
- FENCE
- ⋯ PIPE CULVERT

LEGEND - PROPOSED

- EXISTING EDGE OF PAVEMENT
- ▭ INSTALL CONCRETE PAVEMENT AS PER DETAIL
- ▭ INSTALL 1-1/2" ASPHALT OVERLAY AS PER DETAIL
- ▭ EXISTING PAVEMENT TO BE REMOVED AND REPLACED TO PROVIDE SMOOTH TRANSITION FROM EXISTING ASPHALT
- ▭ INSTALL GRAVEL PAVEMENT AS NEEDED TO PROVIDE SMOOTH TRANSITION BETWEEN ST. AND DRIVEWAYS
- ▭ RE-ESTABLISH EXISTING DITCH TO DRAIN

NOTES INDICATED BY NUMBER IN (#):

1. INSTALL MONOLITHIC CURB AS PER DETAIL.
2. INSTALL CURB AND GUTTER SECTION TO MATCH EXISTING.
3. INSTALL CONCRETE COLLAR AS PER DETAIL.
4. AREA OF BRUSH/TREES (WITHIN RIGHT-OF-WAY) TO BE REMOVED AND LEGALLY DISPOSED.
5. REDUCE OVERLAY THICKNESS TO 1/2" IN ORDER TO CREATE A SMOOTH TRANSITION INTO THE DRIVEWAY.
6. MATCH EXISTING CULVERT FLOWLINE.
7. INSTALL LAYDOWN CURB AS PER DETAIL.

NO.	REVISION	DATE
0	ISSUED FOR BID	08/13/2024

08/13/2024

Sage Diller, P.E.



Enprotec | Hibbs & Todd

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 PE Firm Registration No. 1151 • PG Firm Registration No. 50103 • RPLS Firm Registration No. 10011900

BAR IS ONE INCH ON ORIGINAL DRAWING

IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DISCLAIMER:
 THIS DRAWING IS INTENDED TO BE PRINTED IN COLOR!

DESIGNED BY
C. NORRIS

DRAWN BY
D. BORCIK

CHECKED BY
S. DILLER

SCALE
1" = 30'

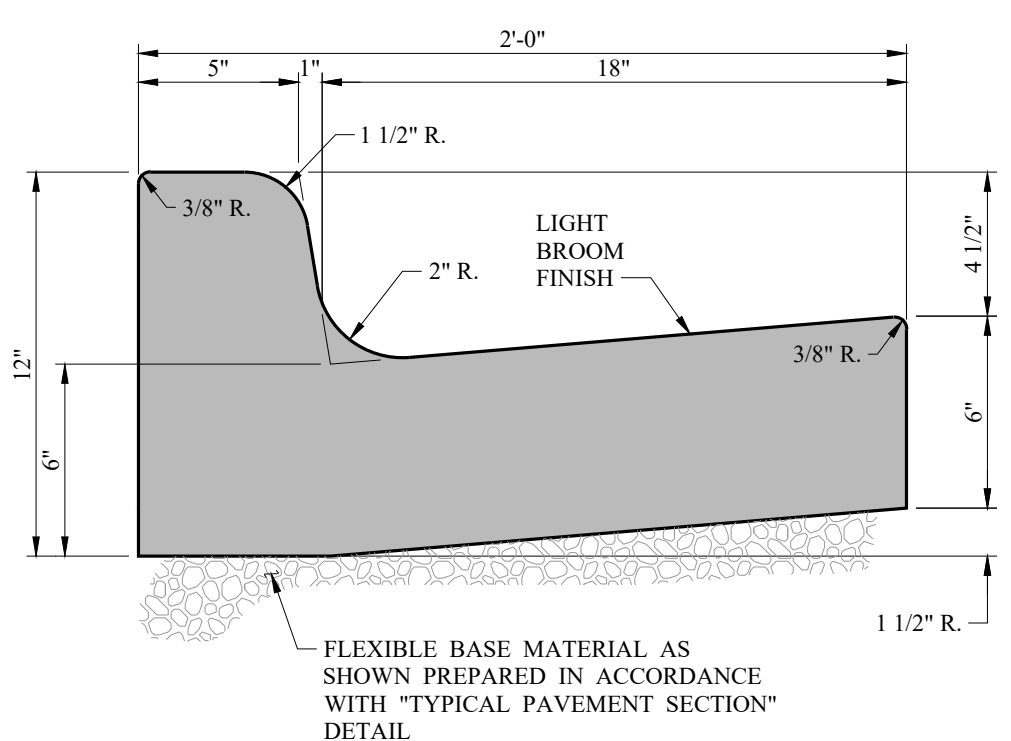
DATE
08/13/2024

**STREET PAVING IMPROVEMENTS
 BRECKENRIDGE, TEXAS**

SOUTH PECAN STREET

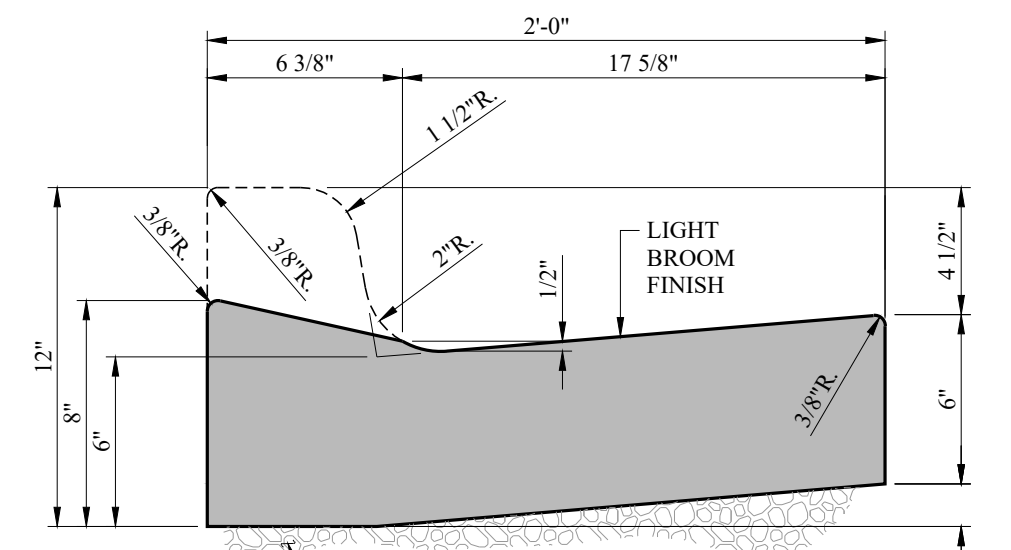
PROJECT NO.:
5580 - 40

SHEET No.
28



NOTE
1/2" EXPANSION JOINT ON 50' CENTERS, AT POINT OF INTERSECTION AND AT RADIUS. CONTRACTION JOINTS ON 10' CENTERS.

STANDARD CATCH CURB AND GUTTER
NO SCALE



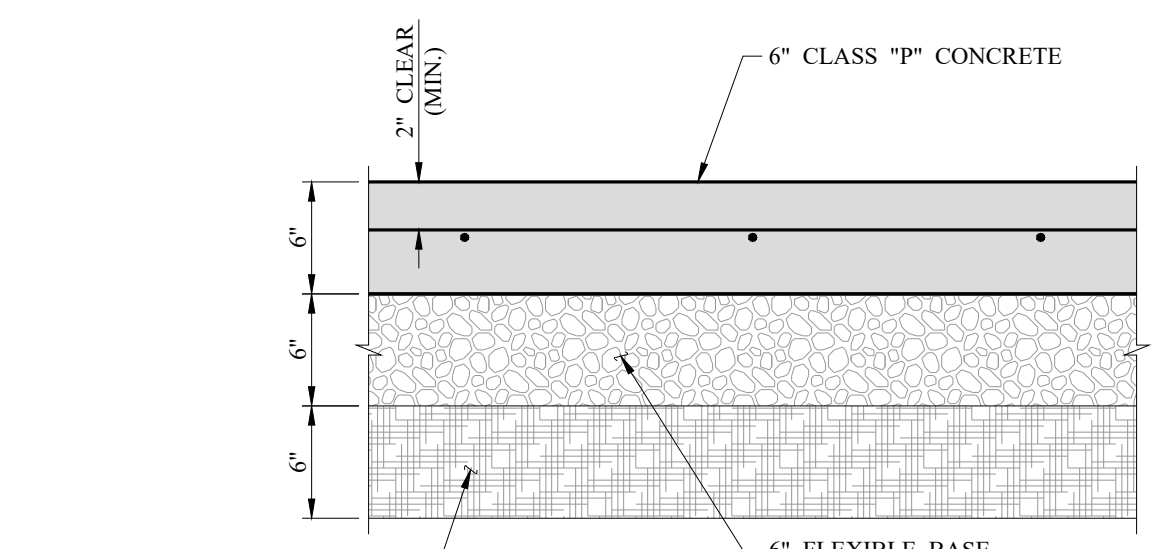
NOTES
1/2" EXPANSION JOINT ON 50' CENTERS, AT POINT OF INTERSECTION AND AT RADIUS. CONTRACTION JOINTS ON 10' CENTERS.

STANDARD 6" LAY DOWN CURB AND GUTTER
NO SCALE



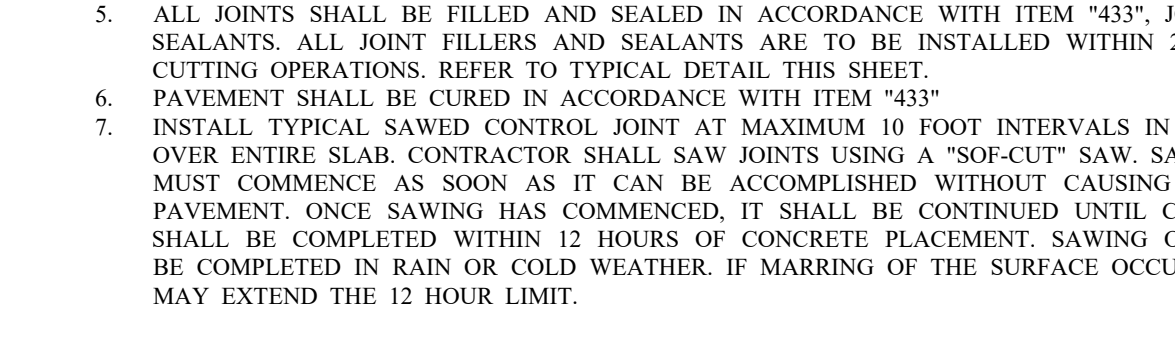
NOTE
INSTALL PREMOLD EXPANSION JOINT EVERY 50' THROUGH CURB.

STANDARD MONOLITHIC CURB ON CONCRETE DRIVEWAY
NO SCALE

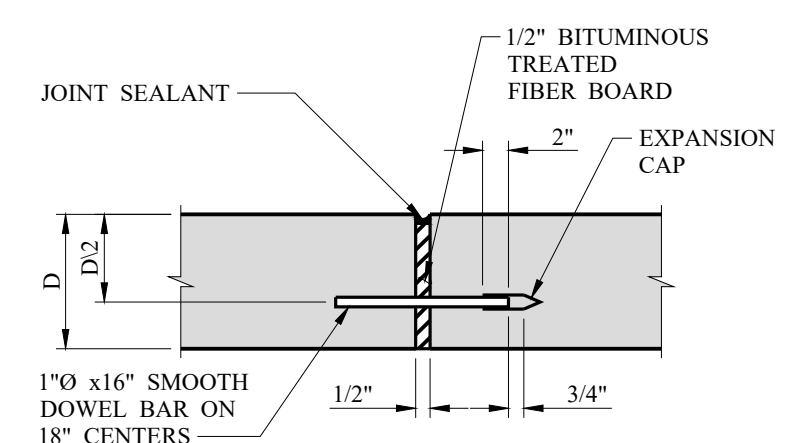


CONCRETE PAVEMENT NOTES:
1. CONSTRUCT CONCRETE PAVEMENT IN ACCORDANCE WITH TXDOT ITEM 360 OF TXDOT STANDARDS.
2. INSTALL SAWED CONTROL JOINTS AT 10' INTERVALS IN EACH DIRECTION.
3. PLACE TYPICAL CONSTRUCTION JOINTS AS NECESSARY TO FACILITATE CONCRETE PLACEMENT.
4. INSTALL TYPICAL EXPANSION JOINT AT 40' INTERVALS (MAXIMUM) IN EACH DIRECTION.
5. ALL JOINTS SHALL BE FILLED AND SEALED IN ACCORDANCE WITH ITEM "433", JOINT FILLERS AND SEALANTS. ALL JOINT FILLERS AND SEALANTS ARE TO BE INSTALLED WITHIN 24 HOURS OF SAW CUTTING OPERATIONS. REFER TO TYPICAL DETAIL THIS SHEET.
6. PAVEMENT SHALL BE CURED IN ACCORDANCE WITH ITEM "433".
7. INSTALL TYPICAL SAWED CONTROL JOINT AT MAXIMUM 10 FOOT INTERVALS IN BOTH DIRECTIONS OVER ENTIRE SLAB. CONTRACTOR SHALL SAW JOINTS USING A "SOFT-CUT" SAW. SAWING OPERATIONS MUST COMMENCE AS SOON AS IT CAN BE ACCOMPLISHED WITHOUT CAUSING DAMAGE TO THE PAVEMENT. ONCE SAWING HAS COMMENCED, IT SHALL BE CONTINUED UNTIL COMPLETE. SAWING SHALL BE COMPLETED WITHIN 12 HOURS OF CONCRETE PLACEMENT. SAWING OPERATIONS SHALL BE COMPLETED IN RAIN OR COLD WEATHER. IF MARRING OF THE SURFACE OCCURS, THE ENGINEER MAY EXTEND THE 12 HOUR LIMIT.

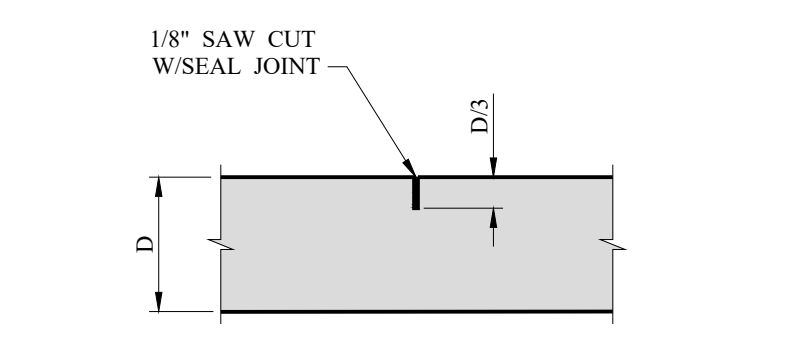
TYPICAL CONCRETE PAVEMENT DETAIL
NO SCALE



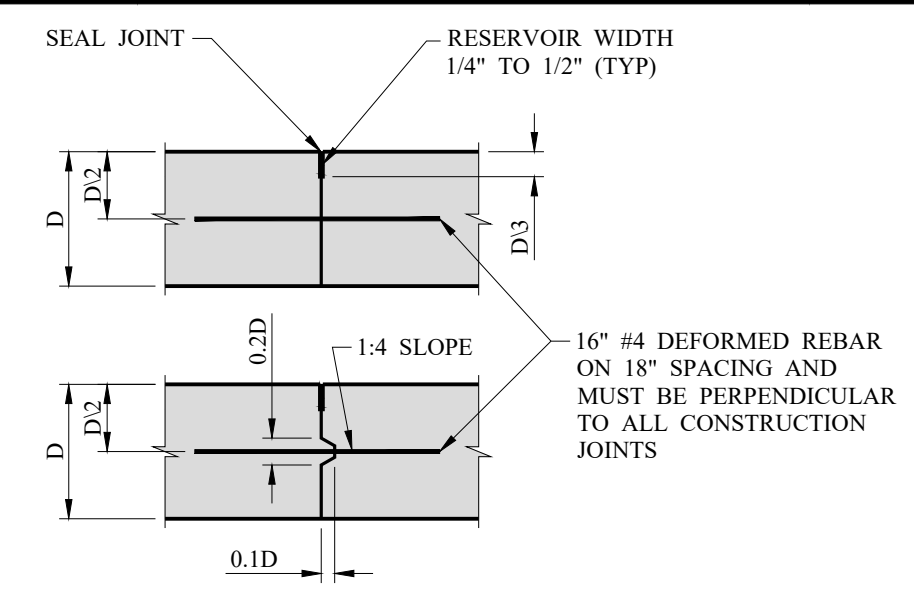
TYPICAL CONCRETE ENTRANCE DRIVE
NO SCALE



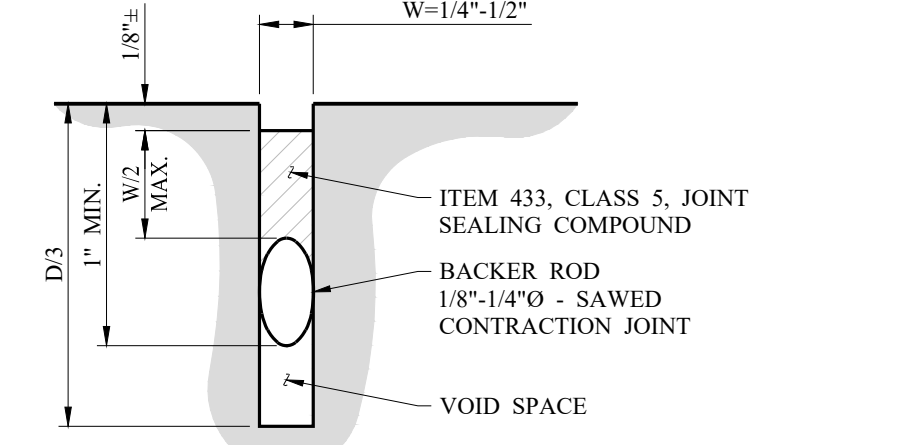
EXPANSION JOINTS



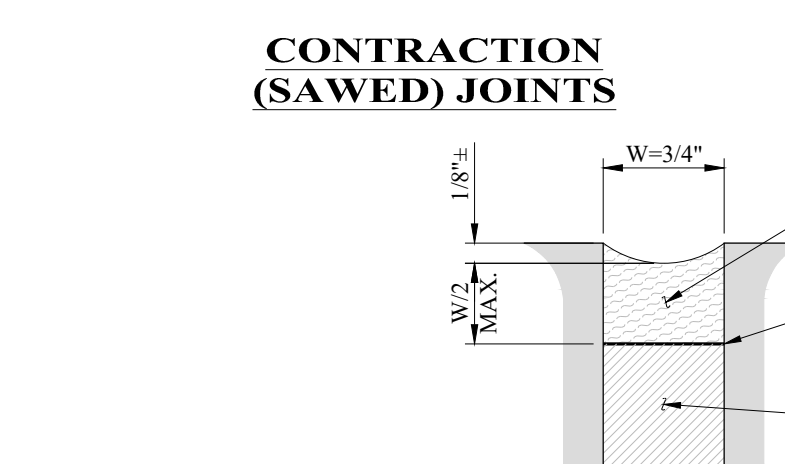
CONTRACTION (SAWED) JOINTS



CONSTRUCTION JOINTS



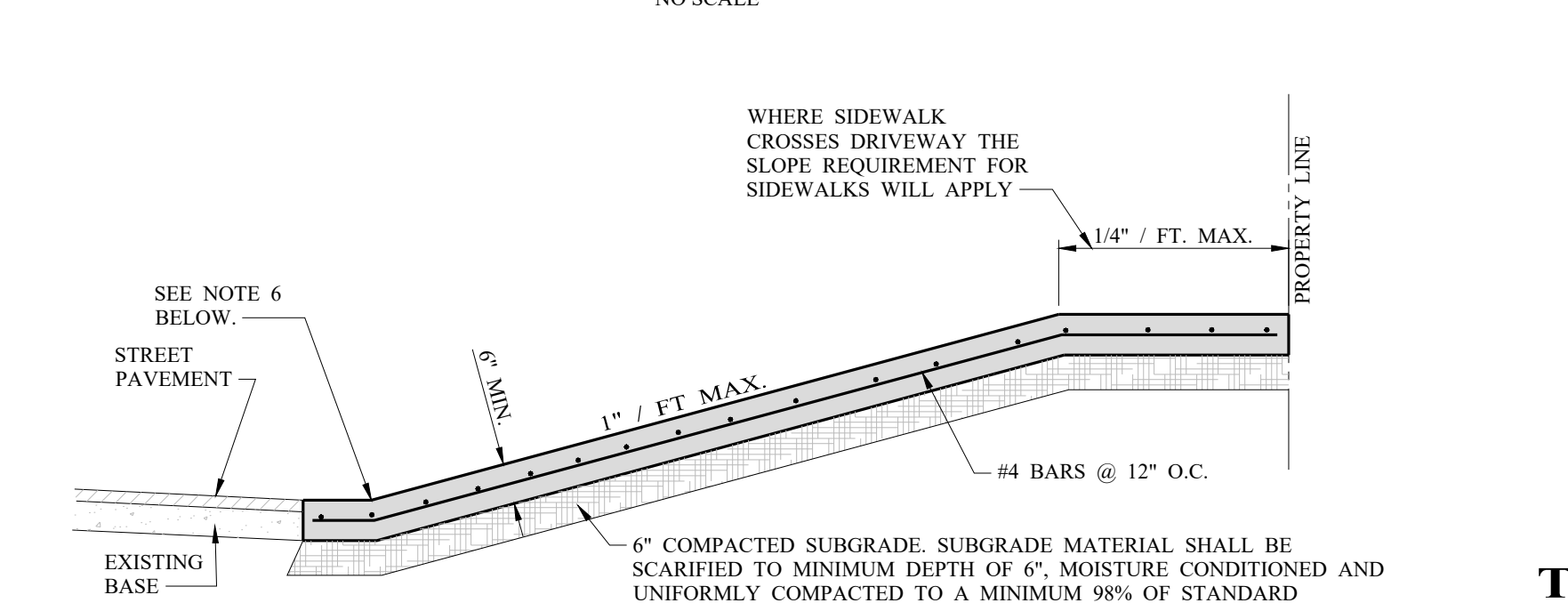
JOINT SEAL (SAWED OR TOOLED JOINT)



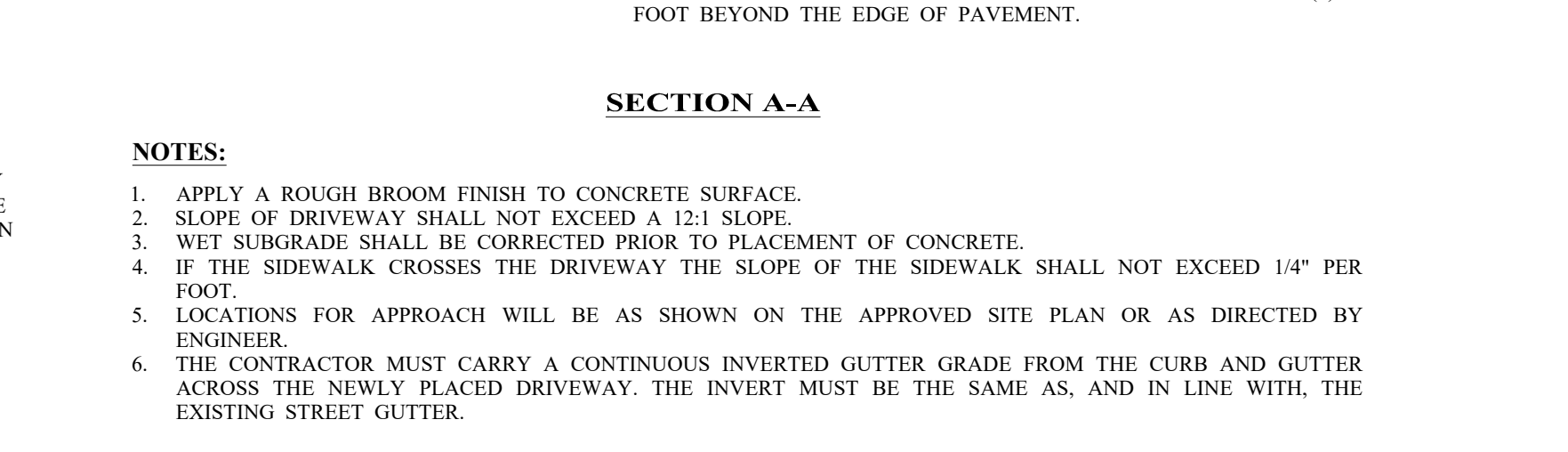
JOINT SEAL (EXPANSION JOINT)

NOTES:
1. BACKER RODS SHALL BE COMPATIBLE WITH THE CLASS OF SEALANT USED.
2. D= SLAB THICKNESS.
3. SAWED JOINT NOTE: SAWED JOINTS SHALL BE COMPLETED USING A "SOFT SAW" BLADE. SAWING OPERATIONS MUST COMMENCE AS SOON AS IT CAN BE ACCOMPLISHED WITHOUT CAUSING DAMAGE TO THE PAVEMENT. ONCE SAWING HAS COMMENCED, IT SHALL BE CONTINUED UNTIL COMPLETE. SAWING SHALL BE COMPLETED WITHIN 12 HOURS OF CONCRETE PLACEMENT. SAWING OPERATIONS SHALL BE COMPLETED IN RAIN OR COLD WEATHER. IF MARRING OF THE SURFACE OCCURS, THE ENGINEER MAY EXTEND THE 12 HOUR LIMIT. REFER TO SECTION 03 3000 "CAST-IN PLACE CONCRETE" FOR FURTHER REQUIREMENTS.

TYPICAL CONCRETE PAVEMENT JOINT DETAILS
NO SCALE

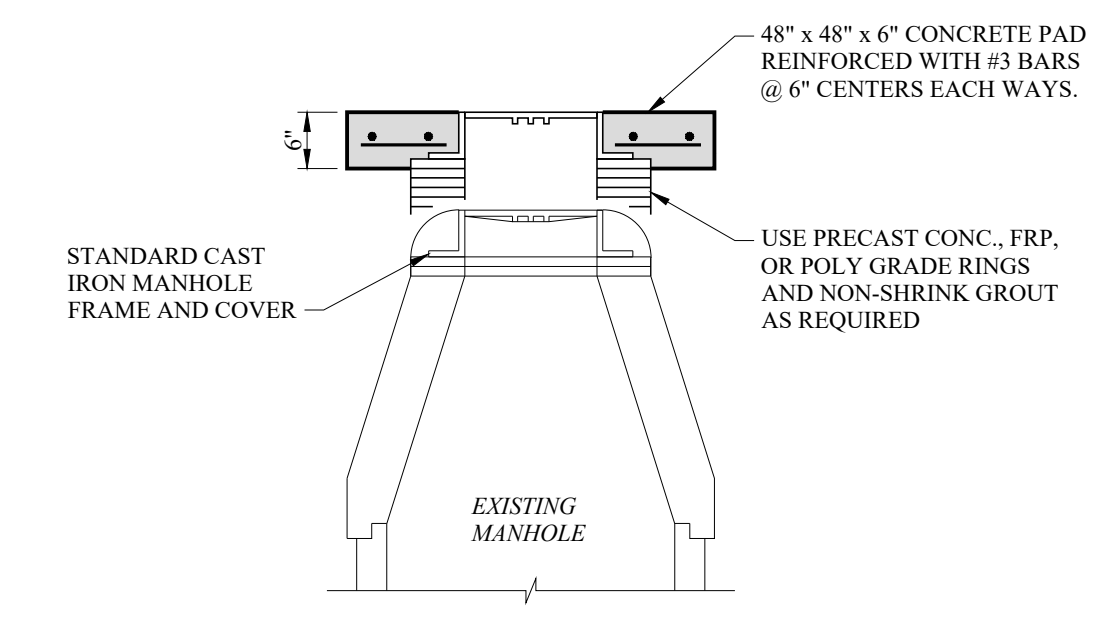


TYPICAL GRAVEL DRIVEWAY DETAIL
NO SCALE

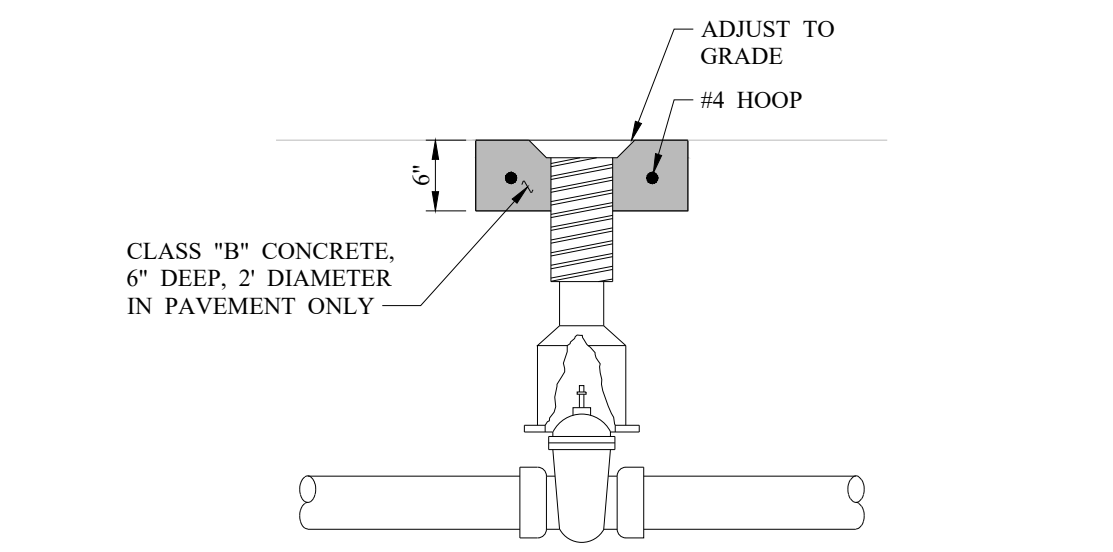


SECTION A-A

NOTES:
1. APPLY A ROUGH BROOM FINISH TO CONCRETE SURFACE.
2. SLOPE OF DRIVEWAY SHALL NOT EXCEED A 12:1 SLOPE.
3. WET SUBGRADE SHALL BE CORRECTED PRIOR TO PLACEMENT OF CONCRETE.
4. IF THE SIDEWALK CROSSES THE DRIVEWAY THE SLOPE OF THE SIDEWALK SHALL NOT EXCEED 1/4" PER FOOT.
5. LOCATIONS FOR APPROACH WILL BE AS SHOWN ON THE APPROVED SITE PLAN OR AS DIRECTED BY ENGINEER.
6. THE CONTRACTOR MUST CARRY A CONTINUOUS INVERTED GUTTER GRADE FROM THE CURB AND GUTTER ACROSS THE NEWLY PLACED DRIVEWAY. THE INVERT MUST BE THE SAME AS, AND IN LINE WITH, THE EXISTING STREET GUTTER.



MANHOLE ADJUSTMENT DETAIL
NO SCALE



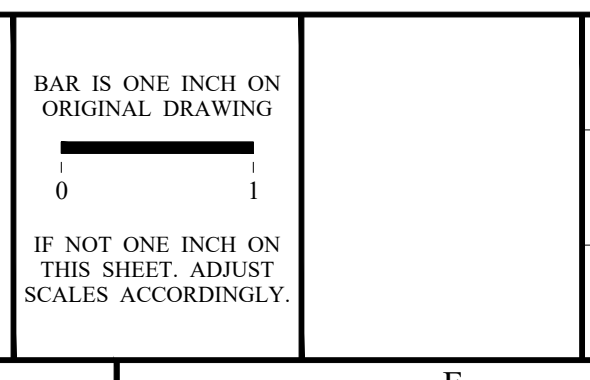
WATER VALVE RING ADJUSTMENT DETAIL
NO SCALE

NO.	REVISION	DATE
0	ISSUED FOR BID	08/13/2024

08/13/2024
Sage Diller, P.E.



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DESIGNED BY
C. NORRIS
DRAWN BY
D. BORCIK
CHECKED BY
S. DILLER

SCALE
NO SCALE
DATE
08/13/2024

**STREET PAVING IMPROVEMENTS
BRECKENRIDGE, TEXAS**
MISCELLANEOUS DETAILS
PROJECT NO.:
5580 - 40
SHEET No.
29



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action approving the Facility Use Agreement with Stephens County Humane Society for a city owned building located at 210 N. Live Oak Street, Breckenridge, previously known as the Sis Clark Building

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The Facility Use Agreement between the City of Breckenridge and the Stephens County Humane Society is up for renewal and allows the SCHC the exclusive right and privilege to use the City’s facility at 210 N. Live Oak as a resale shop, proceeds from which will support the SCHS.

FINANCIAL IMPACT:

The SCHS pays for the electricity and the City provides water, sewer, and solid waste services at no cost.

STAFF Recommendation:

Consider approval of the Stephens County Humane Society Facility Use Agreement

FACILITY USE AGREEMENT

In consideration of the mutual promises and covenants set out herein by and between **City of Breckenridge, Texas**, its successors and assigns (the “City”), and **Stephens County Humane Society**, its successors and assigns, (the “Society”) hereby enter into this Facility Use Agreement (the “Agreement”), to be effective September 3, 2024.

WHEREAS, the Society is a non-profit animal welfare organization; and

WHEREAS, the City and the Society seek to enter into an agreement so that the Society may use City property to raise additional funds to support the Society.

NOW, THEREFORE, the City and the Society hereby agree as follows:

1. SERVICES

City grants Society the exclusive right and privilege to use City’s facility at **210 N. Liveoak Street, Breckenridge, TX 76424** (the “Premises”) for use as a re-sale shop, the proceeds from which will support the Society.

2. MAINTENANCE AND SANITATION

Society shall maintain all areas in a clean, sanitary condition in accordance with recognized standards and in accordance with all laws, ordinances, regulations and rules of Federal, State and local authorities. Minor maintenance (\$250.00 or less) will be the responsibility of the Society with major maintenance (over \$250.00) to be the responsibility of the City.

3. INDEMNIFICATION

Society shall and hereby does indemnify, hold harmless and defend City, its officers, directors, employees and agents from and against all claims, losses, liabilities, damages, and expenses (including reasonable attorney’s fees) for personal injury, death, property damage, violations of federal, state, or local laws and regulations relating to use of the Premises, or other losses which are proximately caused by the Society, its employees or agents under this Agreement.

4. RENT; UTILITIES

The care and support provided by the Society for the animals in Breckenridge and Stephens County will be considered as rent payment on the Premises. The Society will obtain and pay for electric services for the Premises; the City will provide water, sewer, and solid waste services to the Premises at no cost to the Society.

5. TERM

This agreement shall be effective **September 3, 2024** for a period of one (1) year. This Agreement may be renewed for one additional year if the Society provides notice of its desire to renew the

Agreement to the City on or before August 29, 2025. Thereafter this Agreement will be reviewed and considered for reauthorization annually.

6. PUBLIC PURPOSE; AD VALOREM TAXES

The City declares that the Society’s use of the Premises is a public purpose, because the funds raised by the Society will be used, in part, to help the animals in the community. However, if ad valorem taxes are assessed against the Premises, the Society will be responsible for the prompt payment of same.

7. BREACH; TERMINATION

In the event any provision of this Agreement is violated by either party, the other party shall serve written notice upon the breaching party setting forth the violations and demanding compliance with the agreement. Unless within 30 calendar days after serving such notice, such violations shall cease or arrangements (reasonably satisfactory to the suffering party) are made for corrections, the suffering party may terminate this Agreement by serving 30 days written notice of its intention to cancel the Agreement on the offending party by registered or certified mail.

8. VACATING PREMISES

Upon the termination or expiration of this Agreement, Society shall vacate all parts of the Premises occupied by Society and shall return same to City in the same condition as when originally made available to Society, reasonable wear and tear excepted. If Society fails to remove its property and effects upon termination or expiration of this Agreement, within a reasonable time, City shall have the right to remove and store all of said property and effects at the expense of Society.

8. NO PARTNERSHIP

Nothing in this Agreement is intended or will be construed to create any partnership, joint venture, joint enterprise or other similar joint relationship between the parties relating to the use of the Premises under this Agreement, nor shall either party be deemed to be an employee, agent or legal representative of the other for any purpose whatsoever. Neither party will have any authority, whether express, implied or apparent to assume or create any obligations for, on behalf of, in the name of, or for the benefit of the other.

9. NOTICES

All notices as required herein or otherwise to City shall be addressed to it at **105 North Rose Avenue, Breckenridge, TX 76424**. All notices to Society as required herein or otherwise shall be addressed to it at **606 W. Elm Street, Breckenridge, TX 76424**.

10. LAWS APPLICABLE

The provisions of this Agreement shall be construed under the laws of the State of Texas.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties hereto relating to the use of the Premises and all previous communications between the parties whether written or oral with reference to the subject matter of this Agreement are canceled and superseded.

WITNESS our hands this and seals ____ day of September 2024.

Kathy O’Shields
President, Stephens County Humane Society

Cynthia Northrop
City Manager, City of Breckenridge

SWORN TO AND SUBSCRIBED BEFORE ME, this the _____ day of September,
2024.

Notary Public, State of Texas

[NOTARY SEAL]



BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Discussion and any necessary action on approving Ordinance 2024-16 adopting a budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025 in accordance with the Laws of the State of Texas, appropriating the various amounts thereof, and repealing all Ordinances in conflict therewith; and providing for an effective date.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The notice of the Public Hearing to consider the FY 2023-2024 City of Breckenridge Budget was published on August 21, 2024, as provided by Section 102.005(b) of the Texas Local Government Code.

Proposed Tax Rate	\$1.04471 per \$100
No New Revenue Tax Rate	\$1.00536 per \$100
Voter Approval Tax Rate	\$1.08110 per \$100

“The budget will raise more total property taxes than last year’s budget by \$101,347 (4.11%) and of that amount \$11,137 tax revenue to be raised from new property added to the roll this year.”

SUMMARY OF PROPOSED 2024-2025 BUDGET

General Fund: For Maintenance & Operating	\$ 5,322,461
Water Fund: For Maintenance & Operating	\$ 2,865,414
Wastewater Fund: For Maintenance & Operating	\$ 1,540,668
Sanitation Fund: For Maintenance & Operating	\$ 506,397
Trade Days	\$ -0-
Fire Department Special Fund	\$ -0-
Cemetery Trust	\$ 6,000
Forfeited Property Fund	\$ -0-
Equipment Replacement	\$ 671,298

Street Maintenance Sales Tax Fund	\$ 50,000
Breckenridge Park Fund	\$ -0-
Police Department Special Fund	\$ -0-
Water Capital Improvement Project	\$ 3,443,000
Wastewater Capital Improvement Project	\$ 3,942,000
Capital Improvement Project	\$ 5,049,600
General Debt Service Fund	\$ 633,075
Revenue Debt Service Fund	\$ 700,798

FINANCIAL IMPACT:

See above.

STAFF RECOMMENDATION:

Consider approval of proposed FY 2024-2025 City of Breckenridge Budget

ORDINANCE NO. 2024-16

AN ORDINANCE ADOPTING THE BUDGET AND APPROPRIATED RESOURCES FOR THE BUDGET YEAR BEGINNING ON OCTOBER 1, 2024 AND ENDING ON SEPTEMBER 30, 2025.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS:

Section 1. That the budget estimate of the revenues and expenditures for the City of Breckenridge, Texas, as prepared by the City Manager and approved by the City Commission for the fiscal year beginning on October 1, 2024, and ending on September 30, 2025, be and is hereby adopted as the budget for such fiscal year.

Section 2. That the sum of \$5,331,739 is hereby appropriated out of the General Fund as follows:

For Maintenance & Operating \$5,322,461

Section 3. That the sum of \$2,932,000 is hereby appropriated out the Water Fund as follows:

For Maintenance and Operating \$2,865,414

Section 4. That the sum of \$1,705,400 is hereby appropriated out of Wastewater Fund as follows:

For Maintenance & Operating \$1,540,668

Section 5. That the sum of \$525,275 is hereby appropriated out of Sanitation Fund as follows:

For Maintenance & Operating \$506,397

Section 6. That the sum of \$6,000 is hereby appropriated out of the Cemetery Trust Fund.

Section 7. That the sum of \$671,298 is hereby appropriated out of the Equipment Replacement Fund.

Section 8. That the sum of \$50,000 is hereby appropriated out of the Street Maintenance Sales Tax Fund.

Section 9. That the sum of \$3,443,000 is hereby appropriated out of the Water Capital Improvement Project Fund

Section 10. That the sum of \$3,942,000 is hereby appropriated out of the Wastewater Capital Improvement Fund.

Section 11. That the sum of \$5,049,600 is hereby appropriated out of the Capital Improvement Project Fund.

Section 12. That the sum of \$633,075 is hereby appropriated out of the General Debt Service Fund.

Section 13. That the sum of \$700,798 is hereby appropriated out of the Revenue Debt Service Fund.

Section 14. That this ordinance be in full force and effect from and after its adoption.

PASSED, APPROVED AND ADOPTED BY THE CITY COMMISSION THIS 3rd DAY OF SEPTEMBER 2024.

CITY OF BRECKENRIDGE, TEXAS

**Bob Sims,
Mayor**

ATTEST:

**Jessica Sutter
City Secretary**

S E A L



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of Resolution 2024-24 ratifying the tax revenue for the tax year 2024 (FY 2024-2025) for the City of Breckenridge

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The Public Hearing on proposed tax rate increase was held Tuesday, August 27, 2024, during a special meeting held at City Hall, 105 N. Rose, Breckenridge, Texas.

Proposed Tax Rate	\$1.04471 per \$100
No New Revenue Tax Rate	\$1.00536 per \$100
Voter Approval Tax Rate	\$1.08110 per \$100
De Minimis Tax Rate	\$1.25059 per \$100

‘The budget will raise more total property taxes than last year’s budget by \$101,347 (4.11%) and of that amount \$11,137 tax revenue to be raised from new property added to the roll this year.’

SUMMARY OF PROPOSED 2024-2025 BUDGET

General Fund: For Maintenance & Operating	\$ 5,322,461
Water Fund: For Maintenance & Operating	\$ 2,865,414
Wastewater Fund: For Maintenance & Operating	\$ 1,540,668
Sanitation Fund: For Maintenance & Operating	\$ 506,397
Trade Days	\$ -0-
Fire Department Special Fund	\$ -0-
Cemetery Trust	\$ 6,000
Forfeited Property Fund	\$ -0-
Equipment Replacement	\$ 671,298

Street Maintenance Sales Tax Fund	\$ 50,000
Breckenridge Park Fund	\$ -0-
Police Department Special Fund	\$ -0-
Water Capital Improvement Project	\$ 3,443,000
Wastewater Capital Improvement Project	\$ 3,942,000
Capital Improvement Project	\$ 5,049,600
General Debt Service Fund	\$ 633,075
Revenue Debt Service Fund	\$ 700,798

FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

Consider approval of Resolution 2024-24 ratifying the tax revenue for the tax year 2023(FY 2024-2025) for the City of Breckenridge.

RESOLUTION NO. 24-24

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, RATIFYING THE TAX REVENUE FOR THE TAX YEAR 2024 (FISCAL YEAR 2024-2025) FOR THE CITY OF BRECKENRIDGE, TEXAS.

WHEREAS, Section 102 of the Texas Local Government Code requires a separate vote of the governing body to ratify the property tax revenue increase reflected in the adopted annual budget; and

WHEREAS, proper notice of a public hearing on the proposed budget was provided in accordance with Section 102 of the Texas Local Government Code, and said public hearing was held on September 3, 2024; and

WHEREAS, proper notice of one public hearing on the proposed tax rate was provided in accordance with Chapter 26 of the Tax Code, and said public hearing were held on August 27, 2024; and

WHEREAS, proper notice of the vote on the tax rate was provided in accordance with Chapter 26 of the Tax Code, and said vote was held on September 3, 2024.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS:

Section 1: THAT, the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

Section 2: THAT, the City Commission of the City of Breckenridge hereby ratifies the property tax revenue increase reflected in the adopted budget for fiscal year 2024-2025 for the City of Breckenridge, Texas

AND IT IS SO RESOLVED.

Passed by a vote of ___ to ___ on this the 3rd day of September 2024.

Vote on Motion	For	Against
Bob Sims, Mayor		
Blake Hamilton, Commissioner 1		
Greg Akers, Commissioner 2		
Vince Moore, Mayor Pro-Tem Commissioner 3		
Gary Mercer, Commissioner 4		

CITY OF BRECKENRIDGE, TEXAS

By: _____
Bob Sims, Mayor

ATTEST:

Jessica Sutter
City Secretary

S E A L



BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding Ordinance 2024-17 Levying Ad Valorem Taxes for the Use and Support of the Municipal Government of the City of Breckenridge, Texas, and providing for the Interest and Sinking Fund for the Fiscal Year 2024-2025; Directing the collection thereof; and providing for the time of paying the Ad Valorem taxes levied and providing that taxes become delinquent if not paid.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The Public Hearing on proposed tax rate increase was held Tuesday, August 27, 2024, during a special meeting held at City Hall, 105 N. Rose, Breckenridge, Texas.

Proposed Tax Rate	\$1.04471 per \$100
No New Revenue Tax Rate	\$1.00536 per \$100
Voter Approval Tax Rate	\$1.08110 per \$100
DeMinimis Tax Rate	\$1.25059 per \$100

“The property Tax rate will be increased by the adoption of a tax rate of \$1.04471 which is effectively a 3.91 percent increase in the tax rate.”

SUMMARY OF PROPOSED 2024-2025 BUDGET

General Fund: For Maintenance & Operating	\$ 5,322,461
Water Fund: For Maintenance & Operating	\$ 2,865,414
Wastewater Fund: For Maintenance & Operating	\$ 1,540,668
Sanitation Fund: For Maintenance & Operating	\$ 506,397
Trade Days	\$ -0-
Fire Department Special Fund	\$ -0-
Cemetery Trust	\$ 6,000
Forfeited Property Fund	\$ -0-

Equipment Replacement	\$ 671,298
Street Maintenance Sales Tax Fund	\$ 50,000
Breckenridge Park Fund	\$ -0-
Police Department Special Fund	\$ -0-
Water Capital Improvement Project	\$ 3,443,000
Wastewater Capital Improvement Project	\$ 3,942,000
Capital Improvement Project	\$ 5,049,600
General Debt Service Fund	\$ 633,075
Revenue Debt Service Fund	\$ 700,798

FINANCIAL IMPACT:

See above

STAFF RECOMMENDATION:

Move to approve Ordinance 2024-17 and that the property tax rate be increased by the adoption of a tax rate of \$1.04471 which is effectively a 3.91 percent increase in the tax rate.

ORDINANCE NO. 2024-17

AN ORDINANCE LEVYING A MAINTENANCE AND OPERATING TAX RATE AND A DEBT TAX RATE FOR THE CITY OF BRECKENRIDGE, TEXAS, FOR THE TAX YEAR 2024.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS:

Section 1. We, the City Commission of the City of Breckenridge, Texas, do hereby levy or adopt the tax rate of \$100 valuation for this city for tax year 2024 as follows:

For the General Fund Maintenance & Operation	\$0.76162
General Fund Debt Service	\$ 0.28309
TOTAL LEVY	\$ 1.04471

Section 2. That the tax rate for maintenance and operations of \$0.76162 will impose an amount of taxes that exceeds the amount of taxes imposed for that purpose in the preceding year, therefore:

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

Section 3. That the maintenance and operations tax rate of \$0.76162 does not exceed the no-new-revenue maintenance and operations rate of \$0.76407.

Section 4. That the City Tax Assessor and Collector of the City of Breckenridge is hereby directed to assess for the 2024 tax year the rates and amounts herein levied, and when such taxes are collected, to distribute the collections in accordance with the ordinance.

Section 5. That this ordinance be in full force and effect from and after its adoption.

Passed by a vote of ___ to ___ on this the 3rd day of September 2024.

Vote on Motion	For	Against
Bob Sims, Mayor		
Blake Hamilton, Commissioner 1		
Greg Akers, Commissioner 2		
Vince Moore, Mayor Pro-Tem Commissioner 3		
Gary Mercer, Commissioner 4		

CITY OF BRECKENRIDGE, TEXAS

**Bob Sims,
Mayor**

ATTEST:

Jessica Sutter, City Secretary

S E A L



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding Ordinance 2024-15 amending FY 2023-2024 official budget adopted by Ordinance 2023-15

Department: Finance

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

Typically, budget amendments are presented either bi-annually or quarterly when a need arises to revise the current year's approved fiscal budget to reflect changes that occur throughout the fiscal year.

The budget amendment includes the following:

GENERAL FUND 101:

DEPT 00 - REVENUES:	From	To	Adjust
4005 Current Taxes	1,993,819	2,003,819	10,000
4007 Delinquent Taxes	66,000	71,000	5,000
4009 Penalty & Interest	58,000	75,000	17,000
4015 Excess Supply Inventory Tax	0	9,657	9,657
4031 Mixed Beverage Tax	4,000	5,400	1,400
4101 Building Permits	7,500	10,000	2,500
4102 Plumbing Permits	2,000	3,500	1,500
4103 Electric Permits	4,800	5,150	350
4104 Gas Permits	1,500	2,020	520
4108 Beer License	500	1,635	1,135
4109 Gaming Machine License	1,000	5,765	4,765
4114 Doug License/Pound Fees	100	545	445
4218 Zoning Application Fees	300	2,200	1,900
4219 Cemetery Sales & Perpetual Sales	20,000	15,000	(5,000)
4225 Senior Building Lease	9,600	0	(9,600)

4227	Swimming Pool Receipts	15,000	19,600	4,600
4234	Pavilion Rental	1,000	1,330	330
4235	Pool Rental	6,000	8,750	2,750
4500	Municipal Court	30,000	27,500	(2,500)
4505	Misc. Court Fees	9,000	11,500	2,500
4650	Capitol Grants & Contributions	0	55,587	55,587
4720	Int Income	1,700	4,500	2,800
4734	Misc Revenue	1,000	1,600	600
4737	Allocations	1,700	4,702	3,002
4738	Ins Casualty Loss-Building	0	14,549	14,549
4739	Ins Casualty Loss-Veh/Equip	5,099	42,012	36,913
4741	Rev in Lieu of Taxes	3,700	4,188	488
4742	Non Revenue Receipts	2,000	3,400	1,400
4746	Cemetery Care & Contribute, Interest	9,000	12,926	3,926
4748	Opioid Settlement	0	1,464	1,464
DEPT 16 - DEVELOPMENT				
5305	Office Supplies	3,000	350	(2,650)
5515	Professional Services	0	2650	2,650
5544	Contractual Services	5,000	11900	6,900
5905	Continuing Education	2000	400	(1,600)
DEPT 18 - CITY OFFICES				
5333	Minor Equip	2,000	1,500	(500)
5519	Equip Repair by Contract	1,000	500	(500)
5521	Building & Grounds by Contract	5,000	17,000	12,000
5554	Janitor Supplies	3,000	0	(3,000)
5700	Communications	9,000	14,000	5,000
5800	Printing & Advertising	0	1,200	1,200
7105	Rentals	8,000	10,050	2,050
DEPT 20 - POLICE				
5110	Overtime	59,000	104,000	45,000
5205	Health Insurance	162,000	106,400	(55,600)
5326	Motor Vehicle Fuel	38,000	24,000	(14,000)
5515	Professional Services	0	5,500	5,500
5518	M/V Repair by Contract	5,000	10,100	5,100
7223	Equip Purchase & Guns Rad	0	49,093	49,093
DEPT 21 - ANIMAL WELFARE				
5110	Overtime	2500	5800	3,300
5205	Health Insurance	18,000	14,700	(3,300)
DEPT 24 - MUNICIPAL COURT:				
5568	Legal Fees	0	4,000	4,000
DEPT 25 - FIRE				
5105	Regular Salary	541,875	597,975	56,100
5110	Overtime	52,000	64,000	12,000

5205	Health Insurance	108,000	80,340	(27,660)
5328	Equipment Fuel	2,000	200	(1,800)
5334	Radio Purchase	0	1,800	1,800
5518	M/V Repair by Contract	13,000	9,600	(3,400)
5521	Building & Grounds by Contract	0	715	715
7205	Fire Fighting Equip Purchase	0	15,993	15,993

DEPT 33 - PARKS:

5313	Pool Chemicals	30,000	25,544	(4,456)
5521	Building & Grounds by Contract	5,000	9,456	4,456

DEPT 43 - STREET:

5110	Overtime	30,000	27,000	(3,000)
5333	Minor Equip	8,400	5,800	(2,600)
5406	M/V Repair by Contract	3,000	1,500	(1,500)
5407	Building & Grounds Repair	4,500	6,000	1,500
5542	Contractual Concrete Repair	3000	19100	16,100

DEPT 90 - NON-DEPARTMENTAL:

5567	Attorney	27000	35,500	8,500
5572	Real & Personal Property	81,500	65,773	(15,727)
5573	Motor Vehicle Fleet Ins.	26,400	42,127	15,727
5581	EBC/HRA	75,000	87,210	12,210
5584	Contingency/ Spl. Proj.	25,000	4,000	(21,000)
5586	Health Wellness Incentives	0	9,000	9,000
7600	Holiday/Retirement/Appreciation	12,000	10,000	(2,000)
7601	SUTA Services	0	5,647	5,647

WATER FUND 102:

DEPT 00 - REVENUES:

	From	To	Adjust	
4202	Water Sales Raw	20000	57000	37,000
4203	Water Sales Rural Water	90000	137000	47,000
4204	Water Taps	3000	19500	16,500
4206	Water Sales TDCJ	145000	165000	20,000
4230	Service Charges	45000	52000	7,000
4720	Int Income	1500	3500	2,000
4738	Ins Casualty Loss Building	0	18490	18,490
4739	Ins Casualty Loss Equip	0	6676	6,676

DEPT 71 METER READER:

5205	Health Insurance	9,000	5,930	(3,070)
5329	Utility Repair Supplies	25,000	26,700	1,700
5518	M/V Repair by Contract	500	3,521	3,021
5700	Communications	0	870	870

DEPT 73 - WATER TREATMENT

5105	Regular Salary	187,117	160,617	(26,500)
5205	Health Insurance	45,000	36,000	(9,000)
5407	Equip Repair & Maint Supplies	3,500	6,200	2,700
5508	State Permit/Fine	6,500	8,400	1,900

5519	Equip Repair by Contract	8,000	38,300	30,300
7105	Rentals	1,200	2,400	1,200
7230	System Improve Purchase	33,000	50,509	17,509

DEPT 74 - WATER DIST.

5329	Utility Repair Supplies	105,000	101,500	(3,500)
5333	Minor Equip	20,000	16,500	(3,500)
5406	M/V Repair & Maint Supplies	6,000	4,000	(2,000)
5407	Equip Repair & Maint Supplies	6,500	7,900	1,400
5408	Building & Grounds	1000	7,535	6,535
5519	Equip Repair by Contract	3,000	4,700	1,700
5547	Pest Control	0	450	450
7105	Rentals	2500	57800	55,300

DEPT 75 - PUBLIC WORK DIRECTOR

5518	M/V Repair by Contract	500	2764	2,264
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DEPT 90 - NON-DEPARTMENTAL:

5581	EBC/HRA	12,000	19,400	7,400
7601	SUTA Services	1,000	1926	926

WASTEWATER FUND 103:

DEPT 00 - REVENUES:

	From	To	Adjust	
4207	Waste Water Serv. TDCJ	90,000	98,500	8,500
4210	Waste Water Taps	3,000	8,150	5,150
4720	Int Income	800	2,600	1,800
4217	Septic Dump	7,000	0	(7,000)

DEPT 77 -W WT P:

5333	Minor Equip	0	900	900
5500	Plant Inspection & Permit Fees	5500	7,100	1,600
5510	Contract Lab Work	15,000	22,000	7,000
7230	System Improve Purchase	15,000	5,500	(9,500)

DEPT 90 - NON-DEPARTMENTAL:

5544	Contractual Services	12000	15,317	3,317
5581	EBC/HRA	1200	4,100	2,900
7601	SUTA Services	100	234	134

SANITATION FUND 104:

DEPT 00 - REVENUES:

	From	To	Adjust	
4216	Convenient Station/Dumpster	1000	8,700	7,700

DEPT 42 - WASTE STATION

5105	Regular Salary	25147	19,547	(5,600)
5210	Retirement	0	570	570
5532	Convenience Station Dumpsters	2,300	3,546	1,246
5534	Roll-Off Boxes	80,000	91,884	11,884

EQUIPMENT REPLACEMENT FUND 111:

DEPT 00 - REVENUES:

4720	Int Income	500	955	455
4739	Ins Casualty Loss-Equip.	0	72,181	72,181

4744	Sale of Equip & Lots	0	62316	62,316
DEPT 25 - FIRE				
7223	Equip Purchase	19,000	0	(19,000)
DEPT 73 - WATER TREATMENT:				
5519	Equip Repair by Contract	0	1,873	1,873
DEPT 90 - NON-DEPARTMENTAL:				
7201	Enterprise Lease Payments	225,440	254,440	29,000
PARKS FUND 116:				
DEPT 00 - REVENUES:				
4608	Contribution Breck Park Dept	200	3,460	3,260
DEPT 95-PARKS:				
7233	Parks Improvement Purchase	0	3,460	3,460
CAPITAL PROJECT FUND 197:				
DEPT 00 - REVENUES:				
4650	Capital Grants & Contributions	0	55,000	55,000
DEPT 16 - DEVELOPEMENT:				
5515	Professional Services	0	55000	55,000

FINANCIAL IMPACT:

see above.

STAFF RECOMMENDATION:

Consider approval of Ordinance 2024-15 amending FY 2023-2024 official budget adopted by Ordinance 2023-15.

ORDINANCE NO. 2024-15

BUDGET AMENDMENT

**AN ORDINANCE AMENDING THE FISCAL YEAR 2023-2024 OFFICIAL BUDGET,
ADOPTED BY ORDINANCE NO. 2023-15**

WHEREAS, the City of Breckenridge is a home rule city acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the City Commission of the City of Breckenridge previously adopted Ordinance number 2023-15, adopting the Official Budget of the City; and

WHEREAS, the City Commission desires to amend Ordinance Number 2023-15, adopting the Official Budget of the City, as detailed below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, THAT:

SECTION 1

The Official Budget of the City of Breckenridge, adopted by Ordinance No. 2023-15, is hereby amended by the City Commission as follows:

GENERAL FUND 101:

DEPT 00 - REVENUES:	From	To	Adjust
4005 Current Taxes	1,993,819	2,003,819	10,000
4007 Delinquent Taxes	66,000	71,000	5,000
4009 Penalty & Interest	58,000	75,000	17,000
4015 Excess Supply Inventory Tax	0	9,657	9,657
4031 Mixed Beverage Tax	4,000	5,400	1,400
4101 Building Permits	7,500	10,000	2,500
4102 Plumbing Permits	2,000	3,500	1,500
4103 Electric Permits	4,800	5,150	350
4104 Gas Permits	1,500	2,020	520
4108 Beer License	500	1,635	1,135
4109 Gaming Machine License	1,000	5,765	4,765
4114 Doug License/Pound Fees	100	545	445
4218 Zoning Application Fees	300	2,200	1,900
4219 Cemetery Sales & Perpetual Sales	20,000	15,000	(5,000)

4225	Senior Building Lease	9,600	0	(9,600)
4227	Swimming Pool Receipts	15,000	19,600	4,600
4234	Pavilion Rental	1,000	1,330	330
4235	Pool Rental	6,000	8,750	2,750
4500	Municipal Court	30,000	27,500	(2,500)
4505	Misc. Court Fees	9,000	11,500	2,500
4650	Capital Grants & Contributions	0	55,587	55,587
4720	Int Income	1,700	4,500	2,800
4734	Misc Revenue	1,000	1,600	600
4737	Allocations	1,700	4,702	3,002
4738	Ins Casualty Loss-Building	0	14,549	14,549
4739	Ins Casualty Loss-Veh/Equip	5,099	42,012	36,913
4741	Rev in Lieu of Taxes	3,700	4,188	488
4742	Non Revenue Receipts	2,000	3,400	1,400
4746	Cemetery Care & Contribute, Interest	9,000	12,926	3,926
4748	Opioid Settlement	0	1,464	1,464
DEPT 16 - DEVELOPMENT				
5305	Office Supplies	3,000	350	(2,650)
5515	Professional Services	0	2650	2,650
5544	Contractual Services	5,000	11900	6,900
5905	Continuing Education	2000	400	(1,600)
DEPT 18 - CITY OFFICES				
5333	Minor Equip	2,000	1,500	(500)
5519	Equip Repair by Contract	1,000	500	(500)
5521	Building & Grounds by Contract	5,000	17,000	12,000
5554	Janitor Supplies	3,000	0	(3,000)
5700	Communications	9,000	14,000	5,000
5800	Printing & Advertising	0	1,200	1,200
7105	Rentals	8,000	10,050	2,050
DEPT 20 - POLICE				
5110	Overtime	59,000	104,000	45,000
5205	Health Insurance	162,000	106,400	(55,600)
5326	Motor Vehicle Fuel	38,000	24,000	(14,000)
5515	Professional Services	0	5,500	5,500
5518	M/V Repair by Contract	5,000	10,100	5,100
7223	Equip Purchase & Guns Rad	0	49,093	49,093
DEPT 21 - ANIMAL WELFARE				
5110	Overtime	2500	5800	3,300
5205	Health Insurance	18,000	14,700	(3,300)
DEPT 24 - MUNICIPAL COURT:				
5568	Legal Fees	0	4,000	4,000
DEPT 25 - FIRE				
5105	Regular Salary	541,875	597,975	56,100
5110	Overtime	52,000	64,000	12,000

5205	Health Insurance	108,000	80,340	(27,660)
5328	Equipment Fuel	2,000	200	(1,800)
5334	Radio Purchase	0	1,800	1,800
5518	M/V Repair by Contract	13,000	9,600	(3,400)
5521	Building & Grounds by Contract	0	715	715
7205	Fire Fighting Equip Purchase	0	15,993	15,993
DEPT 33 - PARKS:				
5313	Pool Chemicals	30,000	25,544	(4,456)
5521	Building & Grounds by Contract	5,000	9,456	4,456
DEPT 43 - STREET:				
5110	Overtime	30,000	27,000	(3,000)
5333	Minor Equip	8,400	5,800	(2,600)
5406	M/V Repair by Contract	3,000	1,500	(1,500)
5407	Building & Grounds Repair	4,500	6,000	1,500
5542	Contractual Concrete Repair	3000	19100	16,100
DEPT 90 - NON-DEPARTMENTAL:				
5567	Attorney	27000	35,500	8,500
5572	Real & Personal Property	81,500	65,773	(15,727)
5573	Motor Vehicle Fleet Ins.	26,400	42,127	15,727
5581	EBC/HRA	75,000	87,210	12,210
5584	Contingency/ Spl. Proj.	25,000	4,000	(21,000)
5586	Health Wellness Incentives	0	9,000	9,000
7600	Holiday/Retirement/Appreciation	12,000	10,000	(2,000)
7601	SUTA Services	0	5,647	5,647
WATER FUND 102:				
DEPT 00 - REVENUES:				
		From	To	Adjust
4202	Water Sales Raw	20000	57000	37,000
4203	Water Sales Rural Water	90000	137000	47,000
4204	Water Taps	3000	19500	16,500
4206	Water Sales TDCJ	145000	165000	20,000
4230	Service Charges	45000	52000	7,000
4720	Int Income	1500	3500	2,000
4738	Ins Casualty Loss Building	0	18490	18,490
4739	Ins Casualty Loss Equip	0	6676	6,676
DEPT 71 METER READER:				
5205	Health Insurance	9,000	5,930	(3,070)
5329	Utility Repair Supplies	25,000	26,700	1,700
5518	M/V Repair by Contract	500	3,521	3,021
5700	Communications	0	870	870
DEPT 73 - WATER TREATMENT				
5105	Regular Salary	187,117	160,617	(26,500)
5205	Health Insurance	45,000	36,000	(9,000)

5407	Equip Repair & Maint Supplies	3,500	6,200	2,700
5508	State Permit/Fine	6,500	8,400	1,900
5519	Equip Repair by Contract	8,000	38,300	30,300
7105	Rentals	1,200	2,400	1,200
7230	System Improve Purchase	33,000	50,509	17,509

DEPT 74 - WATER DIST.

5329	Utility Repair Supplies	105,000	101,500	(3,500)
5333	Minor Equip	20,000	16,500	(3,500)
5406	M/V Repair & Maint Supplies	6,000	4,000	(2,000)
5407	Equip Repair & Maint Supplies	6,500	7,900	1,400
5408	Building & Grounds	1000	7,535	6,535
5519	Equip Repair by Contract	3,000	4,700	1,700
5547	Pest Control	0	450	450
7105	Rentals	2500	57800	55,300

DEPT 75 - PUBLIC WORK DIRECTOR

5518	M/V Repair by Contract	500	2764	2,264
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DEPT 90 - NON-DEPARTMENTAL:

5581	EBC/HRA	12,000	19,400	7,400
7601	SUTA Services	1,000	1926	926

WASTEWATER FUND 103:

DEPT 00 - REVENUES:

	From	To	Adjust	
4207	Waste Water Serv. TDCJ	90,000	98,500	8,500
4210	Waste Water Taps	3,000	8,150	5,150
4720	Int Income	800	2,600	1,800
4217	Septic Dump	7,000	0	(7,000)

DEPT 77 -W WT P:

5333	Minor Equip	0	900	900
5500	Plant Inspection & Permit Fees	5500	7,100	1,600
5510	Contract Lab Work	15,000	22,000	7,000
7230	System Improve Purchase	15,000	5,500	(9,500)

DEPT 90 - NON-DEPARTMENTAL:

5544	Contractual Services	12000	15,317	3,317
5581	EBC/HRA	1200	4,100	2,900
7601	SUTA Services	100	234	134

SANITATION FUND 104:

DEPT 00 - REVENUES:

	From	To	Adjust	
4216	Convenient Station/Dumpster	1000	8,700	7,700

DEPT 42 - WASTE STATION

5105	Regular Salary	25147	19,547	(5,600)
5210	Retirement	0	570	570
5532	Convenience Station Dumpsters	2,300	3,546	1,246
5534	Roll-Off Boxes	80,000	91,884	11,884

EQUIPMENT REPLACEMENT FUND 111:

DEPT 00 - REVENUES:

4720	Int Income	500	955	455
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4739	Ins Casualty Loss-Equip.	0	72,181	72,181
4744	Sale of Equip & Lots	0	62316	62,316
DEPT 25 - FIRE				
7223	Equip Purchase	19,000	0	(19,000)
DEPT 73 - WATER TREATMENT:				
5519	Equip Repair by Contract	0	1,873	1,873
DEPT 90 - NON-DEPARTMENTAL:				
7201	Enterprise Lease Payments	225,440	254,440	29,000
PARKS FUND 116:				
DEPT 00 - REVENUES:				
4608	Contribution Breck Park Dept	200	3,460	3,260
DEPT 95-PARKS:				
7233	Parks Improvement Purchase	0	3,460	3,460
CAPITAL PROJECT FUND 197:				
DEPT 00 - REVENUES:				
4650	Capital Grants & Contributions	0	55,000	55,000
DEPT 16 - DEVELOPEMENT:				
5515	Professional Services	0	55000	55,000

SECTION 2

The City Secretary is directed to keep and maintain a copy of such Official Budget, as amended, on file in the office of the City Secretary available for inspection by citizens and the general public. Additionally, a true and correct copy of the approved budget amendment shall be filed with the Stephens County Clerk and shall be posted on the City’s website.

SECTION 3

This ordinance shall be cumulative of all provisions of ordinances of the City of Breckenridge, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of other ordinances, in which even the conflicting provisions of the other ordinances are hereby repealed.

SECTION 4

It is hereby declared to be the intention of the City Commission that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if a phrase, clause, sentence, paragraph, or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since the

same would have been enacted by the City Commission without the incorporation in this ordinance of the unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 5

This ordinance shall be in full force and effect from and after its passage and publication as required by law, and it is so ordained.

DULY PASSED AND APPROVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE ON THIS THE 3rd DAY OF SEPTEMBER 2024.

APPROVED:

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of Ordinance 2024-13 updating Schedule of Fees (Second Reading)

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The attached Ordinance that updates the Schedule of Fees includes (changes are in red) the Water/Wastewater Rate increases approved by Commissioners as a result of the Water/Wastewater Rate Study.

This is the second reading. First reading was held on August 6, 2024.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of the second reading of Ordinance 2024-13 updating the Schedule of fees.

ORDINANCE NO. 2024-13

AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS, REPEALING AND REPLACING ORDINANCE NOS. 2024-07; ESTABLISHING A GENERAL FEE SCHEDULE FOR THE CITY OF BRECKENRIDGE; INCLUDING REVISED RATES FOR CHAPTER 21 WATER AND SEWER; PROVIDING AN OPEN MEETINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Breckenridge desires to provide a single and convenient location for a list of all fees charged by the City of Breckenridge; and

WHEREAS, the City Commission hereby authorizes amendments to the fee schedule by minute order of the City Commission.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS:

- I. **Repeal.** Ordinance No. 2024-07 adopted on June 4, 2024 is hereby repealed. All other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed to the extent of such conflict.
- II. **Enactment.** This Ordinance shall be the Fee Schedule Ordinance of the City of Breckenridge and shall establish all fees under the Breckenridge Code of Ordinances.

Fee Schedule of the City of Breckenridge, Texas
Effective September 3, 2024

I. Chapter 3 - Parks, playgrounds, etc.

- (A) **Non Profit Organization**
Non Profit Organizations may request the rental fee be waived for the facility; however, the deposit shall be required.
- (B) **Park Pavilion and Trade Barn Rental (Sec. 3.20)**
 - (1) Daily Rental Fee \$50.00
 - (2) A deposit not to exceed \$100.00 shall be charged with said deposit being returned to the renter upon leaving the facilities in an appropriate condition, to include but not be limited to all trash picked up, lights turned off, doors locked and restrooms satisfactorily cleaned.
- (C) **City Pool Per Session Fee (Sec. 3.20)**
 - (1) Individual, ages 4 years old and up \$3.00
 - (2) Individual, ages 3 years old and under free
 - (3) Child care facility with prior approval from Public Services Director \$2.00
- (D) **City Pool Punch Cards (Sec. 3.20)**
 - (1) 12 sessions \$30.00
Punch cards can be purchased at City Hall or The City of Breckenridge Aquatic Center for cash and check only
- (E) **Pool Party Rates (Sec. 3.20)**
 - (1) 2-hour (minimum) rental available on Friday, Saturday, and Sundays. Maximum 150 people. \$200.00

II. Chapter 4 - Animals and Fowl

- (A) **Permit for Selling, Grooming, Breeding, or Boarding of Dogs (Sec. 4-14):** \$75.00 per year
- (B) **Dog License Fee (Sec. 4-20):** \$10.00 per year

*The Dog License Fee may be waived by the Animal Services Supervisor in the interest of animal care.

- (C) Impoundment Fees (Sec. 4-31):
 - (1) Impounded dog, cat, or fowl:
 - (a) Pound Fee: \$15.00 per animal or fowl
 - (b) Board Fee: \$10.00 per 24-hour period or part thereof
 - (c) Impounded dog without City License: \$25.00
 - (d) The cost of any vaccinations or veterinary care provided to the \$25.00 Minimum
 - (2) All other impounded animals:
 - (a) Pound Fee: \$20.00 per animal
 - (b) Board Fee: \$15.00 per 24-hour period or part thereof
 - (c) The cost of any vaccinations or veterinary care provided to the \$25.00 Minimum
- (D) Dangerous Dog Registration Fee (Sec 4-40): \$50.00 per year

III. Chapter 5 - Buildings and Structures

For any inspection or review required under Chapter 5 which is performed by a third-party on behalf of the City, the fee to be paid the City shall be the City's actual cost in having the third-party perform the inspection or review.

- (A) Building Permits (Sec. 5-3):
 - (1) New Construction: \$50.00 plus \$0.05 per square foot
 - (2) Remodel - Residential: \$50.00
 - (3) Remodel - Commercial: \$50.00 plus \$0.05 per square foot
 - (4) Sign, Fence, and Window: \$40.00
- (B) Demolition Permits (Sec. 5-4): \$100.00 plus insurance
- (C) Electrical Permits (Sec. 5-37):
 - (1) Residential: \$50.00
 - (2) Commercial: \$50.00 plus \$0.05 per square foot
 - (3) Re-inspection Fee: \$50.00 per trip
 - (4) Meter Upgrade: \$75.00
- (D) Permit to Move Building (Sec. 5-51): \$50.00
- (E) Plumbing Permits and Inspections (Sec. 5-60.1):
 - (1) Residential: \$50.00
 - (2) Commercial: \$50.00 plus \$0.05 per square foot
 - (3) Re-inspection Fee: \$25.00 per trip
 - (4) Inspections outside of normal business hours: \$75.00
 - (5) Inspections - no fee is specifically indicated: \$20.00 per hour (1/2 hour minimum)
 - (6) Additional plan review required by changes, additions, or \$40.00 per hour (1/2 hour minimum)
- (F) Gas Permits and Inspections (Sec. 5-61.1):
 - (1) Permit: \$50.00
 - (2) Re-inspection Fee: \$50.00 per trip
 - (3) Inspections outside of normal business hours: \$75.00
- (G) Mechanical Permits and Inspections (Sec. 5-100):
 *For installation of heating, ventilating, refrigeration, or air conditioning systems
 - (1) Residential: \$50.00
 - (2) Commercial: \$50.00 plus \$0.05 per square foot
 - (3) Re-inspection Fee: \$25.00 per trip
- (H) Contractor Registration (Sec. 5-112): \$48.00

IV. Chapter 9 - Fire Protection and Prevention

For any inspection or review required under Chapter 9 which is performed by a third-party on behalf of the City, the fee to be paid the City shall be the City's actual cost in having the third-party perform the inspection or review.

(A) Fire Sprinkler Permits (Sec. 9-9): \$40.00

V. Chapter 10 - Garbage, Trash, Weeds and Other Wastes

(A) Administrative Sanitation Fee: \$5.00

(B) Trash Rate Codes:

(RI = Residential Inside City Limits, CI = Commercial Inside City Limits, RO = Residential Outside City Limits, CO = Commercial Outside City Limits)

T1 - RI	1 Poly Cart	\$ 16.74
T2 - RI	2 Poly Carts	\$ 25.11
T3 - RI	3 Poly Carts	\$ 33.48
T7 - RO	1 Poly Cart	\$ 16.74
T8 - RO	2 Poly Carts	\$ 25.11
T9 - RO	3 Poly Carts	\$ 33.48
T13-CI at RI rate	1 Poly Cart	\$ 16.74
T25	1 Poly Cart Delivery/Removal	\$28.00 per occur.
Lockbar Rental		\$13 per occur
Lockbar Installation		\$95.00 per occur.

(C) Convenience Station - Disposal Fee (Sec. 10-40):

CITY OF BRECKENRIDGE CONVENIENCE STATION RULES AND FEES TO BE CHARGED

Residents get **1 Free Trash Dump (8' Bed P/U Rounded) per month** with current water bill and drivers license

ROLL-OFFS-ALL ITEMS MUST BE PUT IN ROLL-OFF NOT ON GROUND

ITEMS ACCEPTED= NORMAL HOUSEHOLD TRASH

ATTENDANT MAY ADJUST FEES BASED ON SIZE OF LOAD

- \$ 18.00 MINIMUM FEE
- \$ 45.00 5-6' BED P/U LEVEL FULL
- \$ 55.00 5-6' BED P/U ROUNDED UP
- \$ 65.00 8' BED P/U LEVEL FULL
- \$ 75.00 8' BED P/U ROUNDED UP
- \$ 140.00 16' TRAILER
- \$ 175.00 20' OR LARGER TRAILER

SMALL DUMPSTERS-ALL ITEMS MUST BE PUT IN DUMPSTER NOT ON GROUND

ITEMS ACCEPTED= NORMAL HOUSEHOLD TRASH/BAGGED TRASH

ATTENDANT MAY ADJUST FEES BASED ON SIZE OF LOAD

- \$ 8.00 MINIMUM
- \$ 20.00 5-6' BED P/U LEVEL FULL
- \$ 30.00 5-6' BED P/U ROUNDED UP
- \$ 30.00 8' BED P/U LEVEL FULL
- \$ 50.00 8' BED P/U ROUNDED UP

BRUSH-FEES ARE FOR NON- RESIDENTIAL AND COMMERCIAL USE CUSTOMERS ONLY

Brush dumping is free for residential customers with current water bill and drivers license

NON-RESIDENTIAL CUSTOMERS

ATTENDANT MAY ADJUST FEES BASED ON SIZE OF LOAD

- \$ 10.00 TRUCK BED

\$ 20.00 TRAILER

COMMERCIAL CUSTOMERS

ATTENDANT MAY UDJUST FEES BASED ON SIZE OF LOAD

\$ 20.00 TRUCK BED

\$ 40.00 TRAILER

RECYCLE BINS-CARDBOARD BOXES MUST BE BROKEN DOWN

SEPTIC DUMPING \$0.05 PER GALLON

ITEMS NOT ACCEPTED

- APPLIANCES WITH FEON
- PAINT-PAINT THINNER
- CHEMICALS OF ANY KIND
- TIRES
- BATTERIES
- VEHICLE PARTS
- STONE OR CONCRETE
- CONSTRUCTION MATERIAL
- LUMBER MUST BE CUT INTO SHORT LENTHS 4' OR LESS
- PALLETS

BUSINESS HOURS: WEDNESDAY 1PM-5PM, THURS-SAT 9AM-5PM

VI. Chapter 13 - Occupational Licenses and Regulations

- (A) Permit Fee for Shows, Circuses, etc. (Sec. 13-3): \$50.00 per day
- (B) Peddler License Fees (Sec. 13-65):
 - (1) Peddler or Solicitor:
 - (a) Application Fee: \$50.00
 - (b) License Fee: \$50.00
 - (2) Itinerant Vendor:
 - (a) License Fee: \$250.00
 - (3) Canvasser:
 - (a) Application Fee: None
 - (b) License Fee: None
 - (4) Mobile Food Vendor:
 - (a) Application Fee: \$50.00
- (C) Gaming Machine Fees (Article VI):
 - (1) Permit Fee: \$1,000.00
 - (2) Occupations Tax (per machine): \$15.00

VII. Chapter 14 - Offenses and Miscellaneous Provisions

- (A) Sport Shooting Range Application Fee (Sec. 14-2): \$25.00

VIII. Chapter 16 - Cemetery

- (A) Costs (Sec. 16-10)
 - (1) Administration Fee N/A
 - (2) Section A
 - Plot - Upright Head / Foot Stone \$ 1,000.00
 - Plot - Flat Head / Foot Stone \$ 800.00

		Urn	\$ 150.00
(3)	Section B	Plot - Upright Head / Foot Stone	\$ 1,200.00
		Plot - Flat Head / Foot Stone	\$ 1,000.00
		Urn	\$ 150.00
(4)	Section C	Plot - Upright Head / Foot Stone	\$ 1,000.00
		Plot - Flat Head / Foot Stone	\$ 800.00
		Urn	\$ 150.00
(5)	Section J	Plot - Upright Head / Foot Stone	\$ 800.00
		Plot - Flat Head / Foot Stone	\$ 400.00
		Urn	\$ 150.00
(6)	Section K	Plot - Upright Head / Foot Stone	\$ 600.00
		Plot - Flat Head / Foot Stone	\$ 300.00
		Urn	\$ 150.00
(7)	Baby Land	Plot - Flat Head / Foot Stone	\$ 50.00
(8)	Columbarium	Niches	\$ 400.00
			\$125.00

IX. Chapter 17 - Streets and Sidewalks

- (A) Permit for Network Nodes (Sec. 17-77): \$500.00 for up to 5 Nodes*
\$250.00 each Node after 5*
- (B) Permit for Node Support Poles (Sec. 17-77): \$1,000.00*

**These fees shall only be changed pursuant to Chapter 284 of the Texas Local Government Code.*

- (C) Public Right-of-Way Fees (Sec. 17-78):
- (1) Transport Facilities: \$28.00 per Node in Right-of-Way per
 - (2) Network Nodes: \$250.00 per Node per year**
 - (3) Use of Service Poles: \$20.00 per Pole utilized, per year**

***These fees may be increased annually by an amount equal to one-half of the annual change in the consumer price index, as per Section 284.054 of the Texas Local Government Code. Any other changes shall only be made pursuant to Chapter 284 of the Texas Local Government Code.*

X. Chapter 21 - Water and Sewers

- (A) Water Taps (Sec. 21-1):
- (1) 3/4-inch water tap only \$ 1,250.00
 - (2) 3/4-inch water tap and pavement repair \$ 1,750.00
 - (3) 3/4-inch water tap, bore and pavement repair \$ 2,575.00
 - (4) 1-inch water tap only \$ 1,450.00
 - (5) 1-inch water tap and pavement repair \$ 1,950.00
 - (6) 1-inch water tap, bore and pavement repair \$ 2,775.00
 - (7) 1 1/2-inch water tap only \$ 1,650.00
 - (8) 1 1/2-inch water tap and pavement repair \$ 2,150.00
 - (9) 1 1/2-inch water tap, bore and pavement repair \$ 2,975.00
 - (10) 2-inch water tap only \$ 1,850.00
 - (11) 2-inch water tap and pavement repair \$ 2,350.00
 - (12) 2-inch water tap, bore and pavement repair \$ 3,175.00
- (B) Meter Sets (Sec. 21-1):
- (1) 3/4-inch meter set \$ 486.50
 - (2) 3/4-inch meter set outside city limits \$ 973.00

(3)	1-inch meter set	\$	638.75
(4)	1-inch meter set outside city limits	\$	1,277.50
(5)	1.5- inch meter set		inside city limits: \$1433.25.... Outside: \$2866.50
(6)	2-inch meter set	\$	1,517.25
(7)	2-inch meter set outside city limits	\$	3,034.50

(C) Sewer Taps (Sec. 21-1):

(1)	4-inch sewer tap only	\$	1,630.00
(2)	4-inch sewer tap and pavement repair	\$	1,980.00
(3)	4-inch sewer tap, bore and pavement repair	\$	3,600.00
(4)	Sewer services larger than four inch require connection to an existing or installed manhole and shall be contracted and paid for by the requester.		

ROCK CLAUSE: *the extra cost for excavation of rock shall be in addition to the fees associated above with the Water and Sewer Taps.*

(D) Minimum Security Deposit (Sec. 21-11):

- (1) **Customers in good standing:** \$240.00
At least two times the minimum rate for single-family residential homes within the City limits.
- (2) **Customers with 2 or more disconnects within a 12 month period:** \$480.00
- (3) If, in the judgement of the Finance Director, the minimum security deposit shall be insufficient to insure the city against loss due to nonpayment of a final bill as a result of a customer's use of water above the normal use or based on the payment history, then such customer shall be required to make a deposit in an amount which in the judgement of the Finance Director will be sufficient to insure the city against loss due to nonpayment of final bill.

(E) Extensions & Pay Arrangements (Sec. 21-11):

- (1) **Payment Extensions:** ONLY Two (2) extensions of a maximum of ten (10) calendar days will be permitted on each account within a calendar year.
- (2) **Payment Arrangements:** At the discretion of the Finance Director or her/his designee, payment arrangements will be considered on a case by case basis. Account holder must come in to complete an application for the Finance Director's review, approval and conditions of arrangement fully explained and signed off by the account holder.
- (3) Residential customers may request a temporary exemption of late charges once within a calendar year if they have a satisfactory 12-month history of on-time payments for utilities with the City.

(F) Water Rate Schedule (Sec. 21-12):

		<i>Inside City Limits</i>	<i>Outside City Limits</i>
(1)	<i>Residential Single Family:</i>		
	First 2,000 gallons (minimum):	\$43.02	\$66.04
	Next 3,000 gallons, per thousand:	\$7.29	\$14.59
	Next 5,000 gallons, per thousand:	\$7.76	\$15.51
	Next 10,000 gallons, per thousand:	\$9.02	\$18.03
	Over 20,000 gallons, per thousand:	\$10.34	\$20.69
(2)	<i>Commercial and Apartments:</i>		
	First 2,000 gallons (minimum):	\$53.59	\$87.18
	Next 3,000 gallons, per thousand:	\$7.29	\$14.59
	Next 5,000 gallons, per thousand:	\$7.76	\$15.51
	Next 10,000 gallons, per thousand:	\$9.02	\$18.03
	Over 20,000 gallons, per thousand:	\$10.34	\$20.69
(3)	Add \$5.94 or \$11.89 to the minimum charge for each additional family, apartment or house over two (2) allowed for \$53.59 or \$87.18 minimum that is connected to the same meter .		

(4)	<i>Texas Department of Criminal Justice - Walker Sayle Unit:</i> per one thousand gallons:		\$8.60
(5)	<i>High Mesa Water Company:</i> First 2,000 gallons (minimum): 2,001 gallons and over, per one thousand gallons:		\$45.50 \$6.00
(6)	<i>Stebens Regional Special Utility District:</i> per one thousand gallons:		\$6.00
(7)	<i>Plant Water:</i> treated per one thousand gallons: raw per one thousand gallons:		\$25.00 \$18.00
(8)	<i>Meter Access:</i> Meter Reader unable to access meter to get reading due to customer parking over meter or any blocking meter access in any way.		\$25.00
(G)	<u>Delinquent Account Fees</u> (Sec. 21-15):		
(1)	Late Payment Fee:		\$25.00
(2)	Reconnection Fee:		
	(a) During normal operating hours:		\$25.00
	(b) After hours:		\$50.00
(H)	<u>Rereads</u> (Sec. 21-16):		\$10.00*
(I)	<u>Temporary Disconnection of Service</u> (Sec. 21-17):		
(1)	Disconnection during normal operating hours:		\$25.00
(2)	Disconnection after hours:		\$50.00
(3)	Meter Tampering**		\$100.00
(J)	<u>Connection and Transfer Fees</u> (Sec. 21-19):		
(1)	Connection Fee:		
	(a) During normal operating hours:		\$25.00
	(b) After hours:		\$50.00
(2)	Transfer Fee:		
	(a) During normal operating hours:		\$25.00
	(b) After hours:		\$50.00
(K)	Return Check Fee (non-sufficient fund charge)		\$25.00
(L)	<u>Clean up Fee (Sec. 21-14)</u> 2000 gallons water usage for 5 days		\$43.02
(M)	<u>Sewer Service Charges</u> (Sec. 21-44):		
		<i>Inside City Limits</i>	<i>Outside City Limits</i>
(1)	<i>Residential Single Family:</i>		
	First 5,000 gallons (minimum):	\$53.67	\$97.34
	Over 5,000 gallons, per thousand:	\$4.87	\$9.73
	Maximum monthly charge:	\$126.72	\$243.29
(2)	<i>All other use:</i>		
	First 5,000 gallons (minimum):	\$58.54	\$107.08
	Over 5,000 gallons, per thousand:	\$6.49	\$12.98
2	Maximum monthly charge:	\$654.00	\$1,298.00
(3)	* <i>Sewer Irrigation Credit:</i>		

Residential Single Family:	\$30.00	\$60.00
All other use:	\$105.00	\$210.00

(4) *Texas Department of Criminal Justice - Walker Sayle Unit:*
per thousand gallons of water, or portion thereof, used monthly: \$5.05

(5) If a customer installs a separate irrigation meter to provide for the separate metering of irrigation water they may request to be charged for water use only and not to be charged for sewer services.

(N) Reconnection Fee (Sec. 21-44):

(1) Reconnection during normal operating hours:	\$25.00
(2) Reconnection after hours:	\$50.00

*** Sewer Irrigation Credit must be requested by the customer each month qualified.**

**** Meter Tampering / Theft of Services:**

In an effort to deter losses in water revenue, service calls and meter repair, any detected water meter tampering will be reported to the police, investigated, and charges filed. Tampering with a water meter is a Class A misdemeanor in Texas and punishable by a fine not to exceed \$4000, confinement in jail for a term not to exceed 1 year, or both. Individuals responsible for tampering may also incur civil liability and additional fees. Anyone who reconnects water service in any way after the city has disconnected the water for nonpayment of delinquent bill. In addition to the amount of the delinquent bill, the reconnect fee, meter tampering fee and any damages shall be paid before water service will be reconnected. Any tampering with meter will result in meter removal and a tampering fee of \$100. Any account charged with tampering fee is required an additional \$300 deposit.

(O) Penalties for Violations relating to Grease Traps/Interceptors (Sec. 21.93):

(1) Blockage Caused by a Generator:	
(a) First Violation:	\$400.00
(b) Second Violation (within 2 years of 1st):	\$500.00
(c) Third Violation (within 2 years of 1st or 2nd):	\$750.00
(d) Repeat Offenders (in addition to penalty (a), (b), or (c)):	\$250.00
(2) General Violations:	
(a) First Violation:	Written Warning
(b) Second Violation (within 2 years of warning):	\$400.00
(c) Third Violation (within 2 years of warning):	\$500.00
(d) Fourth Violation (within 2 years of warning):	\$750.00
(e) Repeat Offenders (in addition to penalty (b), (c) or (d)):	\$250.00

XI. Chapter 22 - Zoning

(A) Permits Related to Zoning (Sec. 22-8):

(1) Mobile Home Permits:	\$75.00
(2) Certificate of Occupancy (on commercial application):	\$75.00
(3) Locating Portable Building:	\$50.00
(4) Zoning:	\$400.00
(5) Preliminary Plat:	\$500.00
(6) Final Plat:	\$400.00
(7) Replat:	\$400.00
(8) Variance Request:	\$200.00
(9) Required Third-Party Review:	Actual Cost

XII. Miscellaneous

For any inspection required under the Code of Ordinances or state law which is performed by a third-party on behalf of the City, the fee to be paid the City shall be the City's actual cost in having the third-party perform the inspection.

III. **Open Meetings.**

It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required

public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Local Government Code.

IV. **Effective Date.** This ordinance shall take effect immediately upon its adoption by the City Commission.

The above and foregoing ordinance was duly proposed, read in full, and adopted upon first reading on August 6, 2024 at a regular meeting of the City Commission.

The above and foregoing ordinance was read and finally adopted upon second reading on September 3, 2024 at a regular meeting of the City Commission.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L